

Kent & Essex



Inshore Fisheries and
Conservation Authority

***TERMS & CONDITIONS OF
EMPLOYMENT***

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Thank you for choosing to work at KEIFCA. Your contribution is recognised and valued by the Authority Members and Senior Officers. Without you, we simply could not achieve all that we do.

Structure of KEIFCA

The Kent and Essex Inshore Fisheries and Conservation Order 2010 (S I 2010 No. 2190 made on 31 August 2010) made provision for the establishment of the Kent and Essex Inshore Fisheries and Conservation District and for the Authority for that District. The order lays out the membership and proceedings of the Authority as well as makes provision in relation to the expenses of the Authority and to the reimbursement of members' expenses.

The Order states that the Authority is to consist of 21 members. The order also makes clear the number of councillors to sit on the Authority (9) the number of "general members" or MMO appointees 10 (of which one member must be an employee of the MMO) and 2 "additional members" drawn from the Environment Agency and Natural England. The order also lays out how the expenses of the Authority should be divided between the councils.

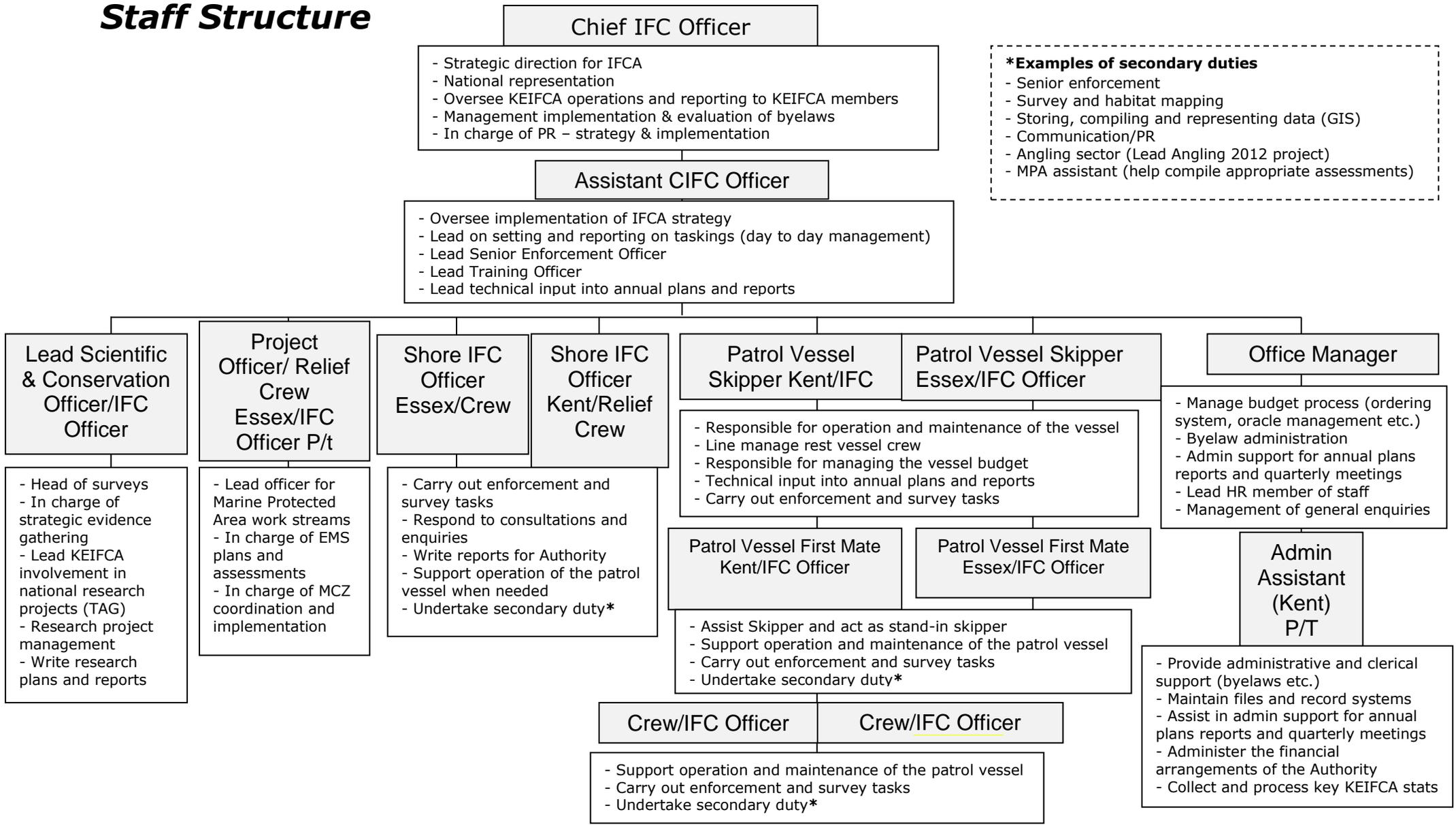
Relevant Council	Number of members	Percentage payment of K&EIFCA levy
Essex County Council	3	43.12%
Kent County Council	3	43.12%
Medway Council	1	7.55%
Southend on Sea Borough Council	1	2.42%
Thurrock Council	1	3.79%

List of Members

Cllr J L Lamb**	Southend BC	Cllr M Harrison	Kent CC
Cllr D Baker	Kent CC	Cllr S Liddiard	Thurrock BC
Cllr A Bowles	Kent CC	Cllr K Tolhurst	Medway BC
Cllr J Jowers	Essex CC	Ms I Chudleigh	NE Representative
Cllr P Channer	Essex CC		MMO Representative
Cllr A Woods	Essex CC	Mr C Hazelton	EA Representative
Mr S Abbotson	MMO Appointee	<i>ROFF</i>	
Mr P J Nichols*	MMO Appointee	<i>Commercial – mobile gear finfish (eg trawling, netting)</i>	
Mr A Rattley	MMO Appointee	<i>Shellfish, cockles</i>	
Mr P Wexham	MMO Appointee		
Mr E Hannan	MMO Appointee		
Ms B Perkins	MMO Appointee		
Ms S Allison	MMO Appointee		
Ms B Chapman	MMO Appointee		
Dr L Fonseca	MMO Appointee	<i>Marine</i>	

(**Chairman,
*Vice-Chairman)

Staff Structure



***Examples of secondary duties**

- Senior enforcement
- Survey and habitat mapping
- Storing, compiling and representing data (GIS)
- Communication/PR
- Angling sector (Lead Angling 2012 project)
- MPA assistant (help compile appropriate assessments)

OFFICES and OFFICE HOURS

Office Opening Hours:

Monday to Friday 08.30 to 16.30hrs

(note Essex office is not manned full time)

Offices

Kent - Main office:

Paragon House
Albert Street
Ramsgate
Kent
CT11 9HD

Tel: 01843 585310 (main)
01843 586138 (CIFCO)

Essex

33-35 High Street
Brightlingsea
Essex
CO7 0AG

Tel: 01206 303261 (main)
01206 306106 (cockle line)
01206 306164 (ACIFCO)

IFCA E-MAIL ADDRESSES AND MOBILE NUMBERS

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Payment of Salary

Payment Method

Salaries are paid directly into bank or building society accounts by KCC on behalf of KEIFCA. One months' notice is required of any change to these arrangements.

Payment Dates

Salary payments are made to employees' bank accounts on the 25th of each month or on the nearest working day in advance of the 25th where it falls on a weekend or bank holiday. Although salary is paid on the 25th of each month, the payment actually reflects a complete months' pay (i.e. up to the last day of the month).

In the event of a major system failure, payment may be delayed by up to 5 working days. It is recommended that this is taken into account when setting up deductions such as standing orders and direct debits.

Overpayments

KCC Employee Services recovers salary overpayments on behalf of KEIFCA and will make the Office Manager aware of the situation so they can discuss with the employee, and an agreement can be reached, on how to recover the money. However, we reserve the right to make a full recovery in the pay period immediately following identification of the overpayment. If there is insufficient pay in that period, the outstanding amount will be claimed from future earnings. If the employee leaves KEIFCA, for any reason before the overpayment is repaid, the full outstanding balance will be reclaimed immediately from the individual's last salary payment.

In exceptional cases where recovery is impractical or not appropriate (e.g. in the case of overpayment due to death in service) then approval for any write-offs will be obtained from Members of the Authority.

Pay Progression

Pay

An individual's pay is determined by the evaluated grade of their post. Progression through the grade will be determined by the outcome of an appraisal held annually. Each member of staff is provided with agreed work objectives early in the year; achievement of these work objectives, on-going monitoring of performance and an interview with the member of staff are used to arrive at an outcome which will be applied as follows:

Performance	Progression
Outstanding	Progression by two increments within a pay band

Above required standard	Progression by one and a half increments within a pay band
Achieving required standard	Progression by one increment within a pay band
Requiring performance improvement	No progression within pay band

If an employee is subject to formal performance management processes (ie capability) their salary progression will be withheld.

All discussions, recommendations, and decisions must be fully documented and a record kept on the individual's personal file.

In these circumstances an improvement plan must be agreed to help the employee reach the required standard which should include any reasonable adjustments where appropriate.

Individuals on career grades may receive pay progression as part of a competency assessment against the progression criteria in place for their career grade.

Staff New in Post

If an employee is appointed to a post on or before 1 October in any year they are eligible for a performance rating and a performance payment at the end of that financial year (ie they must have completed six months in post by the following 31 March).

If an employee is appointed after 1 October they will not receive a formal rating or performance payment at the end of that financial year. Instead, the first formal rating and performance payment will apply at the end of the next financial year.

Consequently, a person appointed on 2 October will wait 18 months for a formal assessment payment.

Claiming Travel Expenses

KEIFCA has its own vehicles available to all staff. It is expected that you will use these vehicles to carry out any duties involving a need to travel whilst at work for business purposes

Should a vehicle not be available then business mileage is claimed from the normal contractual base. Where an employee is attending an appointment at an address other than the normal contractual base, then the normal home to office mileage must be deducted from that journey.

Journeys from the last business appointment to home should be treated similarly. It is essential that all the mileage is recorded on the claim form, whether or not it can be reimbursed.

Example 1:

Home to work base is 30 miles. The employee drives from home to address (a) which is 10 miles from home. From (a) they then travel to address (b) which is 5 miles away before travelling another 10 miles to their normal office base (c); a total of 25 miles.

The employee would not be able to claim any business mileage as the total mileage covered (25 miles) is less than the normal home to office mileage (30 miles). All of the mileage should however be recorded, not just the mileage which can be claimed.

Example 2:

Home to work base is 30 miles. The employee drives from home to address (a) which is 10 miles from home. From (a) they then travel to address (b) which is a further 15 miles before travelling another 20 miles to their normal office base (c); a total of 45 miles.

The employee would claim 15 miles (45 - 30 miles) for the journey from home to office. All of the mileage should however be recorded, not just the mileage which can be claimed.

When making business journeys the following principles must be followed:

- The shortest or most reasonable route must be taken and public transport used on all appropriate occasions e.g. visits to London and out of County should normally be made by train.
- If any significant detour is taken for private reasons, this part of the journey cannot be reimbursed.
- Transport should be shared whenever possible. The travelling allowance is only payable to the employee providing the transport. Passengers are not able to claim and could be in breach of the Financial Regulations leading to disciplinary action if they do.
- Journeys must be shown on the claim form in the order that they are made along with sufficient details, to enable mileage to be checked and names of official passengers must be given on the form.
- Claims must be submitted promptly at the end of the month in accordance with the expense timetable to receive reimbursement in the following pay period.
- Late and multiple claims (i.e. claims covering more than one month) should be avoided as this makes budget monitoring difficult. In particular, claims submitted for journeys undertaken in previous financial years create tax accounting problems, which are costly

to KEIFCA and may create difficulties for staff when completing their tax returns

From 1 April 2014, you must supply a VAT receipt when claiming for any business miles, to make sure you receive the full amount you are claiming for. You can request a VAT receipt when purchasing fuel. If a receipt is not sent and/or the box not ticked on Self-Service, the VAT will be deducted from the amount you are claiming.

At the current rate of VAT, that means that if you are a casual user and don't provide a VAT receipt you could have 2.5p per mile of your total estimated expenses deducted.

You will be able to request a valid VAT receipt when you pay for your fuel, either in the kiosk or at the self-service machine at the pump. This is different from an ordinary receipt which does not show the VAT detail.

Please note that the following are not acceptable:

- Credit/debit card slips
- Photocopies of invoices
- Any receipt that states 'this is not a tax invoice'
- Scanned images / images from mobile phones

You can use one receipt for a number of journeys as long as the amount on the receipt covers the amount of mileage that you are re-claiming. The **date of a receipt should be before the date of the first journey** on the claim form.

- Low mileage users may need to refer back to a receipt on a prior claim form. One receipt can cover up to three months.

Unfortunately if you cannot provide a receipt, the payment you receive for business mileage will be reduced by an amount to offset VAT. The VAT amount only relates to the amount that you are claiming; it is not the amount of VAT shown on the receipt. There will be no backdating or right to appeal.

Approving managers are responsible for deciding whether claims will be paid and whether receipts are valid. You must seek prior approval (or have approval in principle) from your manager before making any expense claims.

Meal and Overnight Accommodation Expenses

Meal expenses are only payable (i.e. breakfast, lunch or evening meal) in exceptional circumstances and expenses cannot be claimed where a suitable meal is provided, has already been reimbursed, or where no additional expenditure has been incurred.

Employees required to stay away from home overnight are reimbursed reasonable and actual hotel expenses.

Meals are reimbursed at the actual cost up to a maximum of the following rates (excluding alcohol):

- breakfast £7.00
- lunch £5.00
- evening meal £15.00

Reimbursement is subject to:

- agreement, as appropriate, should be sought in advance of all travel, and expenses claimed in a way which is consistent with this document,
- proper VAT receipts being submitted with the expense claim form

Probation

All new entrants to KEIFCA, including those with previous continuous service in Local Government elsewhere, are subject to a probation period of six months. If performance is unsatisfactory during the probationary period it may be extended, or the employee's contract terminated, without recourse to KEIFCA's Disciplinary or Performance & Capability Procedures.

At the end of the probationary period, subject to a satisfactory report made by the line manager, the employee's substantive appointment will be confirmed in writing.

Local Government Pension Scheme

KEIFCA employees under the age of 75 are entitled to join the Local Government Pension Scheme and will be automatically enrolled at the start of employment.

If you have a casual contract or a contract for less than 3 months you can elect to join the Local Government Pension Scheme by completing an election opt-in form which can be found in the 'I am thinking of joining' on the Pension section's website www.kentpensionfund.co.uk and sending it to HR Business Centre (HRBC) at West Malling.

You can elect to opt out of the Scheme at any time by completing an opt-out form which can be found in the 'I am a current member' section on the Pension section's website www.kentpensionfund.co.uk and sending it to HRBC. If the notice is received within 3 months of starting employment your contributions will be returned, but if it is received after 3 months a

preserved benefits will be awarded which will be payable to you from age 65.

Contribution rates are based on an individual's whole time equivalent pensionable pay (including any pensionable allowances) or whole time equivalent term time pay. These rates are reviewed annually. The new rates from 1 April 2014 are:

Band	Pay Range	Employee Contribution Rate (%)
1	Up to £13,500	5.5%
2	£13,501 to £21,000	5.8%
3	£21,001 to £34,000	6.5%
4	£34,001 to £43,000	6.8%
5	£43,001 to £60,000	8.5%
6	£60,001 to £85,000	9.9%
7	£85,001 to £100,000	10.5%

The Pension Scheme Regulations requires KEIFCA to have a written policy statement dealing with a number of discretionary areas and a copy of this is set out in **appendix 1**.

Industrial Action

Staff participating in industrial action will be in breach of their employment contract and KEIFCA will make any deduction from their salary accordingly. The amount deducted will be made on the basis of a fifth of a week's pay for each day the employee is on strike.

For those in the pension scheme – Scheme members can choose to pay contributions in order that the service can count for pension purposes. The contribution rate is 16% of pensionable pay for each day the individual is on strike. No employers contributions are payable. An election to pay contributions for the strike period must generally be made within 30 days of the end of the pay period in which the strike action finally ended.

Appendix 1

Pension Policy Statement

Statement of Kent & Essex IFCA employer policy decisions

The Local Government Pension Scheme Regulations 2013

This policy statement clarifies the Authority's position on the discretions it can exercise in accordance with the LGPS 2014 regulations and guidance on how they apply to different retirement options.

The policy statement applies to all members of staff who are eligible to be members of the LGPS, as defined in the regulations i.e. employees with a contract of employment of over 3 month's duration and who are under 75 years of age and are contractually enrolled at the start of employment.

Those with contracts of less than 3 months, including casuals, can join but need to elect to do so.

Employees who are members of the pension scheme are only entitled to receive pension benefits if they have 2 years or more service. Under LGPS 2014 Regulation 18, if an employee leaves within 2 years of the start of their employment their contributions can be repaid or transferred to another scheme, unless there is some fraudulent offence or misconduct in connection with the employment.

Principles

The Authority will treat any individual retirement case and decisions on its merits.

Decisions relating to retirement will be made taking into account the business case and business implications, the financial implications, employment law consideration, the regulations and the legality of each case. It may also take into account long term savings, affordability, skills and skills retention and impact on service delivery.

The definition of business efficiency shall include, but not be limited to financial savings and/or quality improvements judged on a case by case basis.

Each decision will be made free from discrimination on the grounds of any protected characterising – age, disability, gender reassignment, marriage or civil partnership, pregnancy & maternity, race, religion and belief, sex, sexual orientation or any other personal criteria.

The Authority's decisions relating to retirement and the release of pension benefits will be in line with the current pension regulations. These regulations may be updated from time to time and the Authority will default to the regulations if the policy is not explicit on any current or future regulation.

Decisions relating to the release of deferred benefits to former employees will refer to the relevant pension policies applicable at the time of their employment. In such cases, the decision as to the release of deferred benefits will be on a case by case basis and will take into account the criteria detailed in these principles. Guidance may be sought from the pension administrators as required.

Compassionate grounds are defined as: circumstances must be exceptional and would not reasonably be expected to prevail i.e. the occurrence of a disaster or accident etc. Financial hardship alone would not normally be deemed sufficient.

Discretions

Within the regulations there are a number of discretionary statements that require the Authority to explicitly state their position. The discretions detailed below relate to the current LGPS 2014 regulations and guidance. They also reflect discretions approved by the Authority for the previous pension scheme policies.

Regulation 9 (1) & (3) – Contributions

KEIFCA will apply the nationally determined employee contribution rates and bands. These are subject to change and may be varied.

KEIFCA will pay the rate of contributions determined in the regulations for employees whose pay is reduced through ill health or during authorised unpaid leave, including child related leave.

KEIFCA will determine the appropriate contribution band for an employee by using the pensionable pay received on 1 April each year and every 3 months thereafter.

Variable time employees will have their initial contribution rate at 1 April 2014 set at 5.5% with a reassessment every 3 months thereafter.

KEIFCA will notify employees of their individual contribution rates by letter in April each year and thereafter when any changes are made.

Regulation 16 (2)e and 16 (4)d – Shared Cost Additional Pension Contributions (SCAPC)

It is not Kent & Essex IFCA general policy to operate a SCAPC where a scheme member wishes to purchase extra annual pension (up to the limit defined in the regulations).

This does not apply where an scheme member has a period of child related leave or authorised unpaid leave and elects, within 30 days of return to work, to pay a SCAPC to cover the amount of pension 'lost' during the period of absence, Kent & Essex IFCA are required to contribute 2/3rds of the cost. If an election is made after the 30 day time limit the full costs will be met by the scheme member.

Where it is not possible to provide the scheme member with the information that is needed for them to make their election within the 30 day deadline, Kent & Essex IFCA will extend the time limit. The scheme member must request this information within 30 days of returning to work and then they must return the election form within 30 days of the information being provided.

Regulation 30(6) & 30(8) – Flexible Retirement

It is Kent & Essex IFCA policy to provide consent to consider flexible retirement requests only where there are clear financial or operational advantages to Kent & Essex IFCA.

If consent has been given under Regulation 30 (6) it is not Kent & Essex IFCA general policy to waive any actuarial reduction unless there are exceptional circumstances.

Each case will be considered on its merits by the Chief Fishery Officer in consultation with the Members of the Kent & Essex IFCA

Regulation 30(8) Waiving of Actuarial Reductions

It is not Kent & Essex IFCA general policy to waive any actuarial reductions applied to benefits paid early or where a scheme member has previously been awarded a deferred benefit.

Each case will be considered on its merits by the Chief Fishery Officer

Regulation 31 – Award of Additional Pension

Kent & Essex IFCA has the discretion to award additional pension (up to the additional pension limit defined in the regulations, £6,500 at 1 April

2014) to an active member or within 6 months of leaving the scheme to a scheme member who was dismissed on grounds of redundancy or business efficiency.

Kent & Essex IFCA will only exercise this discretion in exceptional circumstances and only at the discretion of the Chief Fishery Officer

TP Regulations 1 (1)(c) of Schedule 2 – Whether to allow the rule of 85 to be ‘switched on’ for members from age 55 and before age 60.

It is not Kent & Essex IFCA general policy to make use of the discretion to ‘switch back on’ the 85 year rule protections unless there are clear financial or operational advantages to Kent & Essex IFCA.

Each case will be considered on its merits by the Chief Fishery Officer

Regulation 9 (1) & (3) - Contributions

Kent & Essex IFCA will determine the appropriate contribution band for an employee by using the pensionable pay received on 1 April each year and every 3 months thereafter.

Variable time employees will have their initial contribution rate at 1 April 2014 set at 5.5% with a reassessment every 3 months thereafter.

Kent & Essex IFCA will notify employees of their individual contribution rates in April by letter each year and thereafter when any changes are made.

Regulation 17 (1) – Shared Cost Additional Voluntary Contributions (SCAVC)

Kent & Essex IFCA will not operate a SCAVC for employees.

Regulation 21 (5) – In determining Assumed Pensionable Pay whether a lump sum payment made in the previous 12 months is a ‘regular lump sum’.

Kent & Essex IFCA will maintain a list which details what Kent & Essex IFCA considers being a regular lump sum payment made to our employees to be used in the calculation of the Assumed Pensionable Pay

Regulation 22 (7)(b) & 22 (8)(b) - Aggregation of Benefits

Employees who have previous LGPS pension benefits in England and Wales will automatically have these aggregated with their new LGPS employment unless they elect within 12 months of commencing

membership of the LGPS in the new employment to retain separate benefits. Kent & Essex IFCA has the discretion to extend this period beyond 12 months and each case will be considered on its own merits.

Regulation 100 (6) – Aggregation of Benefits

If an employee wishes to transfer any pension benefits they have built up in other schemes to the Local Government Pension Scheme, the election to do so must be made within 12 months of starting a new period of membership. This time limit may be extended if the employee can demonstrate exceptional circumstances so as to justify this.

NB Under Regulation 60(1) of the Local Government Pension Scheme Regulations 2013, it is compulsory for all employers to make a policy decision under Regulations 16(2)(e), 16(4)(d), 30(6), 30(8) and 31 and Paragraph 2(2) of Schedule 2 to the LGPS (Transitional Provisions, Savings and amendments) Regulations 2014

Under Regulation 60(2) a copy of the policies must be sent to the Pensions Section by 30th June 2014 and must be published.

Under Regulation 60(3) employers must keep the policies under review and make any appropriate changes.

Under Regulation 60(4) any amendments to these policies must be made available to the Pensions Section and to scheme members within a month of the date of change.

FAIRNESS AT WORK

KEIFCA is committed to promoting equality, valuing diversity, combating unfair treatment, and taking action to ensure staff reach their full potential.

The Equality Act 2010 came into force on 1 October 2010. The purpose of the Equality Act 2010 is to simplify discrimination legislation and create a more consistent and effective framework, while at the same time extending discrimination protection.

The Act defines direct discrimination as less favourable treatment because of a protected characteristic. The protected characteristics under the Equality Act are:

- Age
- Disability
- Gender reassignment
- Marriage and civil partnership
- Pregnancy and maternity
- Race
- Religion or belief
- Gender
- Sexual orientation

General Standards

Staff are made fully aware of the Equality and Diversity policy and their responsibilities in relation to it, understanding KEIFCA objectives and work expectations including standards of behaviour.

Staff have equal access to grievance and harassment procedures. Every effort, however, should be made to resolve issues or reach an agreement informally before resorting to the formal stages of the procedure.

Staff have equal access to learning & development opportunities in order to reach their full potential. All complaints are dealt with fairly, consistently and objectively.

Equality and Diversity

KEIFCA's Commitment to Promoting Equality and Valuing Diversity

KEIFCA aims to be a fair and reasonable employer and ensure that all individuals are selected, developed, promoted and treated on the basis of ability. This includes creating a positive climate in the workplace where individual differences are respected and valued, and staff are given the opportunity to fulfil their full potential.

GRIEVANCE PROCEDURE

Purpose

KEIFCA recognises the need for a fair and consistent system and approach to handling staff grievances at work. Whilst the majority of issues can be resolved through regular communication and supervision between managers and staff, there are occasions when it may be appropriate to use a more structured approach to seek a resolution.

This procedure provides a fair and equitable framework through which KEIFCA staff can raise matters that are not resolved through day to day communication.

Definition

A grievance is a complaint by an employee (or group of employees) about an action taken or proposed by an employer. The employee(s) will have experienced a disadvantage, or anticipate doing so. Grievances might also include a failure to act and can relate to managerial action, organisational decisions or the actions of a third party over which the employer has some influence. The issues may be the result of:

- actions taken or proposed by KEIFCA
- actions by another employee (or group of employees)
- actions of a third party (this only applies to circumstances where KEIFCA has the ability to intervene in the actions of the third party)
- a failure to act by management
- a failure to act by another employee (or group of employees).

Aims

KEIFCA's Grievance Procedure aims to:

- Provide staff with a clear framework to raise grievances and for managers to respond
- Achieve the early resolution of staff grievances
- Ensure consistency and fairness of treatment

Entitlements

KEIFCA staff are entitled to:

- raise a grievance and to have it heard
- receive a response from an appropriate manager/officer
- take a grievance to other levels when a resolution has not been achieved earlier
- have a grievance appeal considered by a more senior level of management
- to be accompanied at grievance meetings and hearings by an accredited representative of a trade union or a workplace colleague. You can ask anyone who is employed by KEIFCA to represent you, not just the people who work with you directly.

KEIFCA Standards

- All grievances must be submitted in writing.
- Grievances are dealt with in confidence subject to reasonable investigation.
- you will be protected from intimidation, victimisation or discrimination for raising issues via the Grievance Procedure. Any form of retaliation against you raising a complaint will be dealt with in accordance with the Disciplinary Policy and Procedure
- Agreement should be sought where there is a need to vary from the timescales described in the procedure.
- At hearings, collective grievances should be presented by a spokesperson and/or representative. Other employees in the group will speak only as witnesses unless otherwise agreed.
- HR advice should be sought by managers at all stages of the procedure in advance of any action being taken.
- An appeal against the outcome of a grievance hearing will be heard at the next appropriate level.

Partnership Working

Employees seconded to work, or who are employed by KEIFCA to work in partnership organisations in another capacity, remain entitled to raise grievances using KEIFCA grievance procedure. Wherever possible, KEIFCA will endeavour to work with partnership organisations to resolve grievances on behalf of and involving KEIFCA staff.

Scope

This procedure does not apply to issues dealt with under other KEIFCA dispute resolution processes. The following describes the most appropriate procedure for specific kinds of grievances.

<i>Redundancy Appeals Process</i>	complaints about selection for redundancy
<i>Job Evaluation Appeals Procedure</i>	complaints about grading decisions
<i>Harassment Procedure</i>	complaints about bullying, harassment (including discrimination)
<i>Disciplinary & Performance & Capability Procedures Consultation Exercises</i>	appeals against disciplinary decisions concerns relating to proposed reorganisations or restructuring
<i>Whistleblowing Procedure</i>	Any employee wishing to make a confidential, protected disclosure about an aspect of the organisation, the activities of group of people or an individual can do so, confidentially, through the Whistleblowing Procedure

Grievances And Other Processes

Issues raised by staff about the processes/procedures above are normally heard as part of the operation of that procedure. For example, a complaint about a disciplinary process would be heard at an appeal within the Disciplinary Procedure; issues raised by staff or Trade Unions about proposed organisational reviews should be taken into account during the consultation process.

Suspending Management Action

Normally the progress of procedures or management action will only be suspended by exception whilst a directly-related grievance is heard. However, managers should consider deferring action if it is likely to impact detrimentally on the process of resolving a grievance.

Informal Resolution

Many grievances are communicated and resolved during the course of normal work communication between managers and staff. Ideally, every effort should be made by both parties to reach an agreement or an understanding before using the formal stages of the procedure. Workplace Mediation is an effective way of resolving workplace disputes and can be accessed through KEIFCA Staff Care Services.

Formal Resolution Steps

The timescales for responses below are standard and may be varied by agreement between the parties

Step 1 - Employee or group of employees set down grievance in writing and send to line manager or other appropriate manager. The grievance is acknowledged in writing by an invitation by the relevant manager to a first hearing.

First Hearing - *Within 10 working days of receipt of written grievance*

Step 2 - Employee or spokesperson for a group of employees with trade union or work place colleague attends the first grievance hearing to describe the issues in more detail and to hear response from the appropriate manager. HR advise the manager during the meeting.

Response - Manager normally makes response to the grievance at the first meeting but may defer for maximum of 5 working days if further information is needed and communicate response in writing.

Employee, group of employees or trade union representative must indicate either acceptance of the response or their intention to pursue the grievance further in writing.

Second Hearing/Appeal - *Within 10 working days of receipt of appeal against outcome of first meeting.*

Step 3 - Chief Fishery Officer with HR Support hears representations from the employee, spokesperson for a group of employees and trade union representative and considers the basis of the original decision by the

manager who held the first grievance meeting

Response - Manager normally makes response to the grievance at the meeting but may defer for maximum of 5 working days if further information is needed and communicate response in writing.

Employee, group of employees or trade union representative must indicate either acceptance of the response or their intention to pursue the grievance further in writing.

Progression to Step 4 will only be permitted on the basis that a grievance at this level will be a matter of substance and principle. For example, the issue raised affects a wider group of staff, terms and conditions of employment, KEIFCA policy, procedure or practice or has some other fundamental impact on the relationship between KEIFCA as an employer and a member of staff. The Corporate Director of Human Resources determines whether a grievance is a matter of substance and principle.

Third Hearing - Within 10 working days of receipt of an appeal against outcome of second meeting when nature of grievance meets criteria for third meeting

Step 4 – Chief Fishery Officer, Clerk to the Authority or their nominated senior manager hears representations. Other relevant managers, advisers or stakeholders to the process attend depending on the nature of the grievance.

Referral to KEIFCA Members

If there is still a dispute after the third hearing, the substance of the grievance may be referred to a panel of Elected Members of the KEIFCA.

Fast-Track Grievances

Usually grievances are considered through the steps outlined above. However, some grievances relate to matters the immediate line manager or Chief Fishery Officer may not be able to resolve. For example, issues relating to KEIFCA policy or terms and conditions of employment. In these instances, it may be appropriate to fast-track a grievance to the most appropriate level so that a meaningful response can be given.

Post-Employment Grievances

Staff who have left KEIFCA for whatever reason are entitled to make a grievance provided it is made within 3 months of their last day of employment. Whilst there are specific appeals procedures relating to dismissal and redundancy, the procedure for hearing other post-employment grievances is the same as for current employees. The individual should be invited to attend a hearing to consider the issues raised in the grievance and offered a further hearing if the outcome of the first hearing is not accepted.

In limited circumstances and with the agreement of both parties, it may be possible to reduce the steps in a post-employment grievances to two:

Step One Employee sets out account of grievance in writing

Step Two Appropriate manager makes written response to the grievance.

Supporting Papers

Any documents or relevant information or witnesses that would assist in the resolution of a grievance should be shared by either side at the earliest opportunity and at minimum 48 hours before the grievance.

In any disciplinary hearing the complainant will be required to attend and the manager hearing the case will wish to question both parties, and witnesses, possibly on more than one occasion. Both sides must be given the opportunity to question and cross-question.

Introduction

Every employee should be entitled to dignity and respect whilst at work.

To encourage and promote this KEIFCA strives to create a workplace that encourages openness and fairness and that does not condone unacceptable behaviour, particularly when it is discriminatory to any individual or group of employees.

Scope

This procedure applies to all KEIFCA employees, and covers behaviour described as 'bullying' and any act of harassment including that based on gender, race, colour, ethnic origin, disability, sexual orientation, age or religion.

The Harassment Procedure should be used, in place of the Grievance Procedure for issues relating specifically to harassment or bullying. Misuse or inappropriate use of the Harassment Procedure is unacceptable and would be treated as such under the Disciplinary Procedure.

Definition

Broadly harassment is defined as behaviour, or actions that are unwanted and offensive to another person, in particular when it is intimidating, hostile, degrading or humiliating. It may take the form of either persistent or isolated incidents. Critically, if a behaviour or action is considered by the recipient to be offensive, it may constitute harassment whether intentional or otherwise.

Acas identify that bullying can be characterised as:

'offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means that undermine, humiliate, denigrate or injure the recipient.'

Informal Action

Generally, people experiencing bullying or harassment simply want the unwanted behaviour to stop. Harassment can often be stopped by informal, early and local intervention. Staff should have every opportunity to seek resolution by informal means if appropriate.

First Steps

- Often personal action by the recipient may be all that is required, particularly where the person/s involved are unaware that their behaviour causes offence. This could be verbally or by letter. In circumstances where it is too difficult or embarrassing for the recipient to do this on their own they may seek the support of a line manager, work colleague or trade union representative. You can ask anyone who is employed by KEIFCA to support you, not just the people who work with you directly.
- The issue may be raised directly with the individual concerned or his/her manager. Alternatively it may need to be raised with a member of the HR function or senior manager.
- Details of the incident(s) recorded by the employee making the complaint should be shared with the person(s) alleged to be responsible for the harassment.
- Examples of reasonable informal action that may resolve the matter at this stage may include;
- The manager discussing the behaviour/incidents with the employee(s) concerned, and explaining the impact and implications of such continued behaviour.
- Seeking a commitment to changed behaviour.
- Agreeing standards of behaviour that parties find acceptable
- Seeking the support of KEIFCA's Mediation/counselling services.
- Alternative work patterns/practices for either or both parties.

This is not an exhaustive list and any measures proposed should be agreed by both parties and should be suitable to the circumstances and nature of the alleged harassment.

An informal approach would not be appropriate with cases of serious misconduct or situations where the safety and well-being of staff could be affected.

Formal Action

In cases of serious misconduct or a failure to comply with agreed or requested informal action, details of what is happening should be reported in writing to the appropriate level of management. The allegations, incidents or continued unacceptable behaviour should be stated and a formal investigation requested.

The quality of investigations can be affected by a delay in reporting so it is important that the complainant does not delay in reporting their concerns.

The individual accused of harassment has the right to know the basis of the allegation. Investigation and possible disciplinary action cannot be pursued, if the complainant does not wish to be identified.

Investigation

The investigation should be undertaken as quickly as possible with due regard to the rights of all parties and in accordance with KEIFCA Disciplinary Procedure.

It should aim to establish the relevant facts, and be conducted with an appropriate level of confidentiality. Whenever possible investigations should be undertaken by two, independent people nominated by the Chief Fishery Officer, and have a clear aim/objective. The composition of the investigative team should include representation that reflects the nature of the case, wherever possible. For example, an allegation about sexual harassment would be investigated by a man and a woman ideally.

A record of the outcome of the investigation should be shared with both parties.

In the event that disciplinary action is required, it will be actioned in accordance with the Disciplinary Procedure. Alternatively it may be that informal/formal management action is more appropriate.

If the matter is not to proceed to formal disciplinary action, both parties should be provided with a summary report providing a full explanation of the decision taken.

Release of the investigation report either in full or in part, will be agreed where this assists in the resolution of the complaint. The decision will be taken in full consultation with the complainant and their representative, having due regard to HR and/or legal advice.

Harassment Meeting

Following the investigation, the line manager or other manager as appropriate meets with the employee who made the complaint to discuss the outcome of the investigation. The individual may be accompanied by a workplace colleague or trade union representative during this meeting

(you can ask anyone who is employed by KEIFCA to accompany you not just people who work with you directly) and the manager will be supported by the HR Advisory Team. If it assists the discussion, either the manager running the meeting or the individual may bring witnesses along. A record of the complaint and investigation should be retained by HR for a period of up to 6 years.

Timescales

Investigating officer(s) should be nominated as quickly as possible, and normally within a week on receipt of the written complaint. The investigation will not be delayed without good reason, and will normally be completed within one month of appointment of investigating officer(s). If this timescale cannot be met another timescale should be agreed with both parties.

Disciplinary Procedure

A decision on whether disciplinary action is required will only be taken if it is found there is a case to answer for harassment or bullying.

During the course of the investigation, and any possible subsequent action, consideration needs to be given to the ability of the two parties to continue to work together. All options should be considered if it is not possible or practical. It may be necessary to suspend the alleged harasser, on occasion provide additional paid leave to the complainant, or arrange for temporary alternative places of work for either or both parties. The member of staff must agree to any change to the working environment.

After the Procedure

Although disciplinary action may have taken place and provided a formal conclusion to the situation, support and guidance should be offered to the alleged harasser to further reduce the likelihood of similar complaints in the future.

It may be necessary to propose the voluntary transfer of one of the parties at the end of the process. If so the complainant should be given the choice of whether he/she wishes to be relocated.

An employee who remains aggrieved following the Harassment Meeting retains the right to raise/pursue their complaint under KEIFCA's Grievance Procedure. Such a grievance would be heard at Step 3 of the procedure and, if upheld, the original complaint would be reconsidered under the Harassment Procedure.

Monitoring

Regular monitoring will take place of formal harassment complaints, including an equality assessment, in terms of gender, race, disability and ethnicity.

Individual cases should be monitored to ensure there is no subsequent victimisation of complainants, and to maintain a productive work environment.

DRAFT

Managing Performance & Conduct

This section outlines the KEIFCA Disciplinary, Capability and Code of Conduct policies and procedures.

The Disciplinary procedure is followed in respect of matters relating to conduct, performance and behaviour.

The incapability procedure is followed in respect of matters relating to poor performance, ill health or disability.

At an early stage an assessment should take place as to whether the issue is one of performance or capability to ensure the appropriate procedure is used.

Employees have a number of rights in line with the ACAS Code of Practice on Disciplinary and Grievance Procedures and these are reflected in KEIFCA's Disciplinary Procedure.

Employees are always given the opportunity to be represented by a Union representative or accompanied by a work place colleague at any formal meeting. You can ask anyone who is employed by KEIFCA to represent you, not just the people who work with you directly.

Purpose

KEIFCA recognises the shared responsibility between managers and staff for maintaining acceptable standards of behaviour, conduct and performance at work. Whilst most day to day issues will be picked up through regular communication and supervision between managers and their staff, there are occasions when an individual's conduct may need more serious attention.

This procedure provides a fair and structured means of addressing issues relating to behaviour and conduct at work.

The procedure is reviewed on a regular basis, and any changes made in agreement with the KEIFCA's recognised trade unions.

Aims

Through the Disciplinary Procedure KEIFCA aims to:

- Assist employees to maintain desired standards of behaviour, conduct and Performance
- Support employees to improve and develop their capabilities
- Ensure consistency and fairness of treatment

Employees' Entitlements

Employees have a number of rights in line with the ACAS Code of Practice on Disciplinary and Grievance Procedures under KEIFCA's Disciplinary Procedure including:

- to be told if their behaviour or conduct is unsatisfactory
- to be accompanied at all meetings and interviews by a workplace colleague or trade union representative. You can ask anyone who is employed by KEIFCA to accompany you, not just the people who work with you directly.
- the opportunity to give their side of events
- an entitlement to challenge any sanction by appeal
- not be dismissed for the first incident of misconduct except in cases of gross misconduct.

KEIFCA's Standards

HR advice should be sought by managers at all stages of the procedure in advance of any action being taken.

KEIFCA Managers may give an oral warning as part of the day to day management without recourse to formal disciplinary action.

No disciplinary sanction will be given to an employee without an appropriate investigation in consultation with HR and, where appropriate, KEIFCA Internal Audit.

No hearing will take place without a prior, appropriate investigation.

The same conduct standards apply to all employees including trade union representatives. Any proposed action against a trade union representative should be discussed in advance, with a more senior representative or full time official of the relevant trade union.

The procedure must be applied fairly to all employees, irrespective of age, race, sexual orientation, religion, gender or disability.

Misconduct

Examples of misconduct that may lead to action under this procedure include, but are not limited to:

- breach of KEIFCA's Code of Conduct
- refusal or deliberate failure to follow a reasonable management instruction, or breach of KEIFCA policies or procedures
- unauthorised absence from work

- poor time keeping
- use of abusive language/behaviour
- intentional misrepresentation or inaccuracy, written or verbal, in the course of KEIFCA business, statutory or otherwise.
- acts of harassment or bullying
- contravention of KEIFCA's Electronic Communications User Policy
- damage to KEIFCA property through negligence

Gross Misconduct

Gross misconduct may lead to summary dismissal for a first offence. Examples of actions that are likely to be treated as gross misconduct include but are not limited to:

- theft, fraud, deliberate falsification of records
- corrupt practices persistent or substantial failure to follow KEIFCA's procedures, regulations
- serious and intentional breach of KEIFCA's statutory provisions
- serious breach of health and safety rules
- serious and unlawful breach of confidence, with the exception of those covered by the Public Information Disclosure Act
- serious or persistent acts of harassment
- failure to act to prevent, or to incite any form of discrimination
- submission of false references or false information or failure to disclose relevant information in recruitment process that KEIFCA should and could have been made aware of
- disorderly or indecent conduct, fighting at work or threatening physical violence
- drunkenness or use of or being under the influence of illegal drugs whilst working
- deliberate damage to KEIFCA property, that of other agencies or other employees

Other Procedures

Certain acts of misconduct or allegations may lead to an employee being investigated under a criminal investigation. In these circumstances an investigation under the Disciplinary Procedure may take place simultaneously, unless KEIFCA is otherwise instructed by other agencies.

Any disciplinary hearing held in relation to acts of misconduct will be independent of the timing or outcome of other procedures.

KEIFCA may still take its disciplinary action where a case is not proved in court. Disciplinary action may be taken relating to criminal charges whether the employee committed a criminal act on or off duty. The decision to pursue a case will not be determined automatically by the timing or judgement of a court. The Chief Fishery Officer or delegated

senior manager, in consultation with HR, will determine whether the matter should be considered under the Disciplinary Procedure.

Investigations

Before any disciplinary action is taken, an appropriate investigation must be undertaken.

In most cases of misconduct the immediate manager should conduct a suitable investigation, taking account of all of those in a position to contribute together with other relevant evidence.

In cases likely to result in a formal written warning, it should also be possible for the same manager, with advice from HR, to conduct the required investigation. The investigation should be conducted as quickly as possible and in cases of misconduct should be completed within 28 days.

It may be necessary in more complex and serious cases of alleged misconduct or gross misconduct for the required investigation to be conducted by a more senior manager or a manager who is as independent of the facts of the case as is necessary. In these circumstances the Chief Fishery Officer will nominate the investigating officer. The investigation will be advised and supported as necessary by HR.

These cases, if proven, are likely to result in a final warning or dismissal. In cases of theft, fraud, corruption or other financial irregularity the Chief Fishery Officer, or delegated officer, must inform the Head of KEIFCA Internal Audit of the allegations. In accordance with the Anti-Fraud and Corruption Strategy the Head of Internal Audit will decide on the appropriate course of action ensuring that any subsequent investigation is undertaken by appropriately qualified staff, is compliant with KEIFCA policy and relevant investigation legislation, and does not jeopardise any subsequent disciplinary, civil or criminal action.

In cases of serious misconduct or gross misconduct the investigation should be completed within 8 weeks.

The investigation should concentrate on establishing facts. It should be based upon a clear remit from the manager requesting the investigation, and only altered with prior agreement.

In all cases investigators should be sensitive to issues of gender, race and disability. In cases of serious misconduct, an investigation should always be conducted by two people. Where possible in these cases, the two investigators should be gender, race and disability representative.

When an investigation is to be undertaken, the employee concerned should be notified as quickly as possible in writing, with sufficient detail so that the purpose of the investigation can be understood, and provided with a copy of this procedure.

Suspension

It may be necessary to suspend an employee for the duration of the investigation. This is not a sanction in itself and is a neutral act. The decision to suspend must be made by the Chief Officer or delegated senior officer in consultation with HR and the Head of KEIFCA Internal Audit if fraud or similar is suspected and only made when alternative working arrangements are not practicable.

Suspension may need to continue beyond the period of the investigation. However, it must be for a fixed period of time, with regular formal review, confirmed in writing to the employee who will retain the pay he would have received if at work during the period of suspension. Either their line manager or another nominated officer should also provide the employee with sufficient support and communication through this period including any conditions that apply to the suspension.

Decisions On Findings Of Investigations

A decision on whether to proceed to a disciplinary hearing should be made by the authorised manager, and will be based upon the findings of the investigation. This decision must be taken in consultation with HR, and the employee notified accordingly. If this is to proceed, the full investigative report should be shared with the employee, unless there is exceptional justification for not doing so. If there is no case to answer, all documentation will be destroyed.

Disciplinary Hearings

All disciplinary hearings are held in private and are based on the finding of disciplinary investigations. All evidence presented by management must be pertinent to the case in question, and have been shared with the employee prior to the hearing.

Arrangements for Hearings.

Formal hearings are conducted by an authorised manager, supported by a HR representative. The hearing should be heard within 15 working days of the conclusion of the investigation unless mutually agreed otherwise.

The employee will be provided with notification of the arrangements, along with details of the case to be presented as soon as is possible and at least 5 working days in advance. The employee should also submit any documentation to the authorised manager where possible 5 working days in advance.

Witnesses.

Witnesses should be used where relevant, and should only be present to give evidence, and to be questioned. Details of proposed witnesses should be communicated to either party in advance of the hearing.

Representation.

The employee has the right to be accompanied by either a KEIFCA colleague, or recognised trade union representative at all stages of the procedure.

Requests for representation from a non-recognised trade union will be considered in accordance with statutory obligations. You can ask anyone who is employed by KEIFCA to represent you, not just the people who work with you directly.

In accordance with Employment Rights Act 1999, the employee has a right to defer the hearing by up to 5 working days if their representative or colleague is unavailable.

The Disciplinary Hearing

Step One - Management presents case and calls witnesses. Witnesses can be questioned by employee and/or his representative.

Step Two - Employee or representative will present their case and may call witnesses who would be open to questions by all others present.

Step Three - Both parties to be given opportunity to sum up. The hearing is adjourned for deliberation. If further clarity is required, both parties or witnesses may be recalled.

Step Four - The Authorised manager presents the decision, normally in person to both parties. On occasion the decision may not be communicated on the day of the hearing.

It may be necessary for adjournments to take place during disciplinary hearings. Either party may request an adjournment.

The decision of the authorised manager should be confirmed in writing within 5 working days, together with information on the right to appeal.

Disciplinary Sanctions

First Warning - Issued by Assistant Chief Fishery Officer, with a right of appeal to Chief Fishery Officer and retained on file for 6 months.

Second Warning - Issued by Assistant Chief Fishery Officer, with a right of appeal to Chief Fishery Officer, and retained on file for 12 months.

Final Warning - Issued by the Chief Fishery Officer, or delegated manager, with a right of appeal to a panel of KEIFCA Members appointed by the Clerk to the Authority

Transfer and/or downgrading - Issued by Chief Fishery Officer, or delegated manager, with a right of appeal to a panel of KEIFCA Members appointed by the Clerk to the Authority. Any adjustments in place for a disabled member of staff should be reviewed in the light of the transfer.

Dismissal or Summary Dismissal - Issued by Chief Fishery Officer, or delegated manager, with a right of appeal to a panel of KEIFCA Members appointed by the Clerk to the Authority

Pay Arrangements Following Dismissal

In cases of dismissal pay will cease upon expiry of notice or on the last day of employment in the case of summary dismissal, unless through no fault of the employee an Appeal Panel is unable to consider the matter before notice expires. This would be fully reimbursed in the event of a successful appeal.

Appealing Against Sanctions

The Disciplinary procedure is agreed subject to a review of the appeals procedure.

All employees have a right to appeal against warnings, transfer, downgrading, and dismissal or summary dismissal. Appeals against selection for redundancy are excluded from this procedure and should be referred to the Office Manager.

Registering an Appeal - Appeals must be made in writing, by employee or representative, within 10 working days of receipt of confirmation of the warning or dismissal. This must include the reasons for the appeal.

Appeal Hearing Arrangements

Appeals Against Formal Warnings - Appeals should be heard normally within one month of the original hearing. The employee should receive written confirmation of arrangements at least 10 working days in advance of the hearing.

An exchange of all documents of each party's case and a list of witnesses to attend the hearing, however limited, should take place 5 working days before the hearing.

ii Appeals Against Dismissal, Transfer or Downgrading - The members of the Appeals Panel that hear appeals against dismissal, transfer or downgrading will be determined by the Clerk to the Authority.

Appeal Hearings

All Appeal Hearings are held in private and are to be based upon and confined to the reasons for the appeal. New evidence used and/or new

witnesses may be called to an appeal hearing only if the evidence is relevant to the grounds of the appeal.

Step One - The employee presents case and calls witnesses. Witnesses can be questioned by management, the Authorised manager or the Appeal Panel.

Step Two – Management presents case and witnesses, who are open to questions by all others present.

Step Three – Both parties are given the opportunity to sum up. The hearing is adjourned for deliberation. If further clarity is required, both parties and/ or witnesses may be called.

Step Four - The grounds for appeal, the management case and sanction issued are considered. The Authorised Manager or Appeals Panel may substitute, but not, increase the level of sanction.

Step Five - The decision of the appeal is normally communicated to both parties in person, but may be deferred. In any event, written confirmation will normally be issued within 5 working days.

Retention Of Records (Lapsed Warnings)

Where a disciplinary sanction has been issued, KEIFCA will retain the details confidentially.

The information may be included in a reference to a potential employer. Employees will have access to this record.

At the expiry of the warning period, unless the procedure has been re-invoked within this period, all documentation relating to the disciplinary action will be removed from the employee's personal file except where there has been misconduct of a serious nature. In this case, it may be appropriate to retain the information for longer than the warning period. In such cases the length of retention will be notified to the employee at the time of the decision. A minimal record will be retained, confidentially by the HR function for matters covered as follows:

- Previous warnings that have lapsed will be disregarded in the future application of the procedure. However, they may be relied upon in a future case of a similar nature, to rebut an employee's suggestion that they were not aware of the seriousness of their conduct, or to counter an employee's claim that may be inconsistent with his/her previous service and disciplinary record.

Drugs & Alcohol

This policy covers all employees and details KEIFCA's approach to the management of situations relating to the inappropriate or excessive use and addiction to drugs or alcohol that put employees and others at risk.

KEIFCA Responsibilities – KEIFCA has a responsibility to provide a safe and healthy working environment for its employees. The use of illegal drugs or misuse of other drugs or alcohol to the extent that it affects health, work performance, attendance, conduct or relationships at work is not acceptable.

KEIFCA aims to minimise problems at work arising from drug and alcohol misuse through prompt, sensitive intervention supported by health and well-being promotion, raising awareness and training.

Employees' Responsibilities

You are responsible for ensuring you are fit for work and remain so during the working day. You should inform your manager if you are taking prescription medication that could impair your ability to work safely. Do NOT drive a vehicle, vessel or operate machinery under the influence of alcohol, as even a small amount will affect judgement (NB: bear in mind the possible effects of alcohol drunk the day before). Do NOT drive a vehicle, vessel or operate machinery under the influence of any substance that may cause drowsiness (check with a Pharmacist or GP), or affect judgement.

If you have a drug or alcohol problem that is impacting upon your work you should discuss the matter with your line manager.

You can also discuss issues in confidence with your own doctor or by appointment with KCC's Occupational Health Team or with one of the independent advice centres run by KCC on addiction.

You should not "cover up" for a colleague with a drug or alcohol problem.

Monitoring

- Managers are responsible for monitoring the performance, well being and conduct of their staff whilst at work.
- Changes in an employee's behaviour or performance that could result from substance abuse will be monitored and managed according to individual circumstances, including the provision of guidance and support.

Advice from the Occupational Health Service and the HR Advisory Team will be sought at an early stage if there are concerns about an employee's health, behaviour or conduct that could be related to substance abuse.

Misconduct & Performance Issues

- KEIFCA will usually treat an alcohol or drugs related problem in the first instance as a medical issue but will consider disciplinary sanctions where there is no co-operation or satisfactory improvement in work performance or behaviour.
- If the employee co-operates in addressing the problem with KEIFCA's support, all reasonable effort will be made to assist the employee in successful rehabilitation. Unless there has been serious misconduct or the individual presents a threat or risk to others, disciplinary action will not generally be taken at this stage.
- If an employee refuses treatment, or fails to respond to the treatment and work continues to suffer, action under the Disciplinary procedure will be considered.
- Acts of gross misconduct occurring as a result of substance abuse may result in summary dismissal under KEIFCA's Disciplinary Procedure. Gross Misconduct includes, but is not limited to, assault or other violent behaviour; possession, use, supply or offer of supply of illegal drugs whilst working or being under the influence of alcohol or drugs when undertaking a safety critical role.
- Where an employee commits an act of misconduct that relates to substance abuse, any management investigation will take account of reports following a referral to Occupational Health. The circumstances of each case will be considered before any management action is taken.

Programmes of Assistance for Employees

1. Where an employee acknowledges a drug or drink related problem, KEIFCA will make reasonable efforts to assist that employee in a successful rehabilitation.
2. Where an employee is diagnosed as having a drug or alcohol problem, a reasonable level of time off will be allowed for counselling or other treatment.
3. If an employee has successfully completed a course of treatment and later relapses, the line manager will decide whether to support another period of treatment.
4. If an employee's work responsibilities are seen to be an obstacle to their recovery, then redeployment or, temporary alteration to their duties should be considered.

Confidentiality - Any record of treatment will remain strictly confidential between the provider of support and the employee, unless the employee agrees otherwise. An agreement will be reached between the Authority, the employee and the treatment agency as to what information will be shared.

Education and Training - Education is an essential and ongoing part of the Authority's approach to drug and alcohol abuse in the workplace. KEIFCA's aim is to raise employee awareness to recognise early signs of drug and

alcohol abuse, how to address such problems and how to access treatment.

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Electronic Communications User - Guidance Using your electronic equipment responsibly

Introduction

We provide you with electronic equipment to help you do your job; this includes PCs, laptops and other electronic devices, mobile phones and access to e-mail and the internet. We expect everyone using KEIFCA equipment to use it responsibly and to take into account our policies and position as an employer at all times. This guidance is for anyone who uses KEIFCA's electronic equipment and who has access to the KEIFCA's network, including employees, agency staff or contractors. It will help you understand the standards expected of you as a user.

Risks to KEIFCA

Whilst using e-mail and the Internet is often essential to do your job, it has the potential to expose KEIFCA to risks of legal claims including:

- a defamation claim;
- a discrimination claim, whether on the grounds of gender, gender identity, race, disability, sexual orientation, religion or age;
- a breach of copyright claim;
- a breach of contract claim;
- a claim for breach of the duty of confidentiality;
- a criminal prosecution following the discovery of child pornography or unlicensed software (for example music files such as MP3s) on the network;
- a criminal prosecution or civil action following a breach of data protection legislation.

This is why we have developed clear rules for the use of our network and why we need to describe the consequences of misuse and the measures KEIFCA takes to monitor compliance with the [Electronic Communications User Policy](#), [Information Security Policy](#), [Virus Reporting Procedure](#), [Social Media Guidelines](#) and this guidance.

KEIFCA Standards

If you are at all uncertain or unclear about any of the standards you should talk to your manager or the Office Manager before using the KEIFCA network.

Network Use

Don't:

- install or download software without consulting your Line Manager;
- download software or shareware from the Internet without consulting your Line Manager connect to KEIFCA's network, a PC, laptop or Personal Digital Assistant (PDA) which is not KEIFCA property;
- store personal client data on the system unless the storage is covered by KEIFCA's data protection registration under the Data Protection Act 1998;
- fail to comply with the KEIFCA's Information Security Policy and ICT Security Standard (for example, allowing another user access to your password or leaving a work station unlocked);
- allow KEIFCA property, for example a laptop or PDA, to be stolen by not securing it when off KEIFCA premises (e.g., by leaving it in a vehicle);
- engage in criminal activity such as denial of service attacks, fraud or spoofing;
- Store personal electronic documents on KEIFCA equipment (e.g. photographs, video files/MP3, music files).

E-mail

Do:

- adopt a responsible approach to the content of e-mails, bearing in mind that e-mails often need to be as formal as any other form of written correspondence such as a letter;
- be aware that e-mails are disclosable in any legal action against KEIFCA and e-mails which have been deleted by a user or from the network may be recovered;
- remember e-mail correspondence is not private as e-mails can be easily copied, forwarded or archived without the original sender's knowledge. When drafting any e-mail you need to bear in mind that it may be read by a person other than the person you send it to;
- keep hard copies of e-mails only where this is necessary for KEIFCA records and manage electronic records properly;
- delete all personal e-mails and attachments when they have been read.

Don't:

- send e-mail messages that are abusive, malicious, discriminatory, defamatory about any person or organisation, or which contains illegal or offensive material or foul language;
- open attachments to e-mails from unknown sources;
- send or forward unsolicited bulk e-mail messages, chain mail or "spam";
- forward KEIFCA messages to personal e-mail accounts (i.e. auto-forwarding) except with express permission.

Social Media Use (Facebook, Twitter, Flickr, Blogging etc)

- use social media only during work hours if it is part of your job or work;
- know and follow the Electronic Communications User Policy and Social Media Use Guidelines;
- remember that all social media sites are in the public domain and you are accountable for any statements you make;
- be responsible and professional and consider how the information you are publishing could be perceived.

Don't:

- use your KEIFCA e-mail account for non work related messages or updates from Facebook or other social networking sites.

Internet**Don't:**

- visit, view or download any non job-related material from any Internet site containing illegal material (such as child pornography, obscene material or race hate) or other inappropriate material. Examples of inappropriate material include but are not limited to criminal skills, terrorism, cults, gambling, illegal drugs and pornography;
- copy or modify copyright protected material downloaded from the Internet without authorisation;
- subscribe to a non-job related bulletin board, newsgroup or any other similar Internet service without obtaining your manager's permission;

- enter into a contract via the Internet without following KEIFCA's standard authorisation procedures (contact the Office Manager). A contract entered into via the Internet is likely to be legally binding in the same way as any other contract;
- use the Internet for illegal or criminal activity, for example but not limited to software and music piracy, terrorism or the sale of illegal drugs;
- access instant messaging sites or information storage sites of any kind;
- conduct financial transactions, including online banking and auction sites (e.g. EBay), without your line manager's knowledge/permission.

Do:

- limit your access to personal online email accounts such as 'Hotmail' to your work breaks during the day;
- Make sure any personal use is limited and does not interfere with your ability to do your job.

A breach of the above standards is likely to be a disciplinary matter that could result in some form of disciplinary sanction including dismissal. KEIFCA will also take legal action against anyone who is not a KEIFCA user that breaches these standards.

Gross Misconduct

The following are examples of gross misconduct when using KEIFCA electronic equipment, devices, and facilities. You are likely to lose your job if you are found to be misusing our equipment in any of these ways:

- Sending abusive, rude, illegal, discriminatory or defamatory messages or material;
- Sending a bullying or harassing messages;
- Compiling or distributing chain letters either internally or externally;
- Sending confidential information without authorisation;
- Excessive personal use of e-mail or the Internet in work time;
- The introduction of a virus onto the KEIFCA system resulting from negligent or malicious behaviour (e.g. onto KEIFCA PC, laptop, email or downloading files from the internet);
- Misuse of e-mail, the Internet, Social Media or the system generally which results in a legal claim being made against KEIFCA;
- Accessing illegal material or pornography on the Internet;
- Unauthorised copying or modifying of copyright material or material protected by any other intellectual property right;

- Unauthorised downloading of software or files;
- Use of the Internet for criminal activity;
- Hacking, or other breaches of the Computer Misuse Act 1990.

Personal Use

We permit limited personal use of equipment and the network provided:

- all e-mail messages are kept short;
- excessive time is not spent surfing the Internet for non work-related purposes;
- personal use takes place during work breaks and there is no interference with your performance or with business use of the network;
- the use of radio, MP3 or iPod is appropriate to the working environment and is with manager's agreement and does not cause interference to either the users or those around them.

We reserve the right to withdraw this facility if it is abused. You should not have an expectation of privacy when using KEIFCA's network as all use is monitored in line with the law. If you want to ensure the privacy of any information you should use internal post and not email.

Working Away From Your Work base (Remote Users)

You may sometimes need to use KEIFCA equipment and access the KEIFCA network when working remotely, whether from home, a non-KEIFCA site or when travelling. The standards set out in this document apply wherever our equipment and resources are being used and the following additional standards also apply.

Do:

- be particularly careful to secure access to the network by using your password when working from home, in any non-KEIFCA location or whilst travelling.

Don't:

- allow members of your family or anyone else to use the KEIFCA network or KEIFCA equipment.

- display confidential information on the screen of the device you are using at any time where it may be visible to others. (See [Working at Home – Data Protection Guidance](#))

Access to E-mails and Work Area

Your manager may where necessary, request to open and read your e-mails and documents in your work area if you are absent from work due to sickness, holiday or any other reason. If you plan to be away from work for any period of time you can make arrangements for access to your e-mails or other files in advance. Contact your Line Manager for guidance.

General

You will be made aware of any changes to this guidance as they occur.

You should only access KEIFCA's network if you have read and understood the standards expected of you.

DRAFT

Guidance and advice on data protection for home workers

Introduction

The Data Protection Act requires data controllers to have in place adequate security precautions to prevent loss, destruction, unauthorised access, alteration, or disclosure of data and against accidental loss or destruction. The responsibility for individuals' data held by KEIFCA extends to all work undertaken on behalf of the organisation by employees whether office based, mobile or home-based.

An increasing number of staff work at home either as part of their agreed working arrangements or on an ad-hoc basis according to work demands and individual preference.

This guidance has been produced to ensure KEIFCA employees who work at home are aware of the security precautions required to protect KEIFCA data when it is taken from KEIFCA premises for work purposes.

Transporting Data

When transporting KEIFCA data between work and home or between work bases employees should take all reasonable steps to ensure the data security is maintained. For example, data should be transported in such a way as to minimise the opportunity of destruction or loss by ensuring vehicles used to transport the data are locked if left unattended and any passengers do not have access to it.

Computerised Data

KEIFCA Computers

Employees using KEIFCA computers at home should follow normal security measures are following to protect data.

Passwords

KEIFCA computers are password protected to ensure that only those with authorisation can gain access to the system. To further minimise security risk passwords should not be shared with colleagues or anyone else and should also be changed frequently to protect the system and its data (exceptions may exist to permit manager access during period of leave)

Personal Computers/Laptops

Home computers should not be used to produce KEIFCA documents, particularly when individuals can be identified and the data about them may be sensitive unless secure sockets layer (SSL) is being used. Personal PCs should only be used if they have up to date virus protection software installed on them. Any documents produced on home computers should be stored only on disk/USB and not on the hard drive. Disks/USB sticks used to produce documents at home may be brought into work and used on KEIFCA computers provided they have been virus checked.

Personal Email Facilities

Using a personal internet service provider to send documents to KEIFCA is strongly discouraged although it is recognised that this is a practice that may be necessary in some circumstances. Personal or sensitive information should not be sent by email using personal email facilities from home as the security of the data cannot be guaranteed.

Home Work Area Security

Incidental access to KEIFCA data can be avoided by using appropriate precautions in the work area at home. PCs/Laptops should be locked or shut down when the work area is left unattended to ensure the system is secure at all times.

KEIFCA manual data used at home should be kept in a locked facility if left unattended and should, under no circumstances, be shared with anyone other than appropriate KEIFCA employees.

Disposal of Personal Information

Care should be taken when disposing of documents containing personal data at home. Such documents must be shredded and should be brought into the office(s) to be shredded. Placing data in a waste bin is not a secure means of disposal and is unacceptable.

Compliance with this guidance is essential for KEIFCA employees who work at home as individuals can be held accountable for breaches of the Data Protection Act. Failure to ensure appropriate security of KEIFCA data could place the organisation and the individual at risk of prosecution under the Data Protection Act 1998

ANNUAL LEAVE

This section describes the various leave provisions available to employees including annual leave, family leave and various other leave.

Paid holiday will normally be given on or in respect of the eight public holidays. In addition, a paid concessionary day may be given at Christmas as determined by KEIFCA.

The annual leave year runs from 1 April to 31 March

Full time staff:

Grade	Basic entitlement	After 5 years' service
KR2 to KR7	24	27
Grade KR8	25	28
Grade KR9	26	29
Grade KR10 to KR12	27	30
Grade KR13 to KR15	30	30

Leave after 5 years' service:

The additional leave entitlement is calculated on a pro rata basis from the first day of the month following the fifth anniversary of appointment e.g. where the fifth anniversary falls on 15 June the additional leave will be calculated from 1 July and rounded to the nearest half day.

Applying for leave

Annual leave should be approved by the employee's line manager and then confirmed by the ACIFCO. Every effort will be made to accommodate staff in the taking of leave taking into account operational requirements.

Cancelling Leave Because of Sickness

If an employee falls ill before a period of leave and is unable to take a booked holiday. The time can be reimbursed and recorded as sick leave, provided the employee is able to produce evidence of cancellation of the holiday. If it is not possible to produce evidence of cancellation the time will be recorded as leave.

Booked leave will be reimbursed if an employee is sick during the leave if a doctor's certificate is provided for the relevant days.

Taking Leave During Sickness

Employees who are absent from work through ill-health are permitted to request holiday leave entitlement whilst absent from work. If this is agreed by their line manager, the absence will then be recorded as annual rather than sick leave and the employee's pay adjusted accordingly. The line manager should give the dates of the annual leave to Employee

Services. If the employee resumes sick leave when the period of holiday has ended, the total period of absence is considered for absence monitoring purposes.

Breaks in Service

A break of less than six weeks may be ignored for the purposes of entitlement to additional leave after 5 years' service.

Part Time Staff:

Part-time staff receive a pro rata annual leave entitlement calculated on contractual hours of work. Public holidays and the Christmas concessionary day are also pro-rata, except where an existing part-time worker already benefits from public holiday leave equal to or in excess of the pro-rata entitlement. In this case they will continue to benefit from the more favourable entitlement, until a change in contract occurs.

All staff

If an employee joins or leave KEIFCA part way through a year the leave entitlement is calculated for complete calendar months only and rounded to the nearest half day.

Carry over of annual leave

Up to 5 days annual leave may, with your line manager's agreement, be carried over if it has not been possible for this leave to be taken in the current leave year. Only under exceptional circumstances and with the permission of the CIFCO can additional leave of up to a further 5 days be carried forward

Leaving KEIFCA

The remaining annual leave entitlement is calculated on a pro rata basis for complete months. Any untaken accrued annual leave must be taken prior to the last day of service. If this is not possible the leaving date should be adjusted to take account of the outstanding leave (as if leave were actually taken).

Where the pro-rata annual leave entitlement has been exceeded an adjustment will be made to the final salary.

Additional paid or unpaid leave may be granted in various circumstances, (pro rata for part time employees). Leave should not be given or taken where, the work of the Authority would be detrimentally affected unless it is compulsory or unavoidable e.g. jury service. Managers must maintain local records and monitor requests for other leave.

Time off in lieu of pay (TOIL)

The success of this organisation is founded on the skills, energies and commitment of its employees. Many, on occasions, are required to work outside what are considered 'core' hours of work or beyond their

contracted hours in order to meet the needs of the service. Without this goodwill and adaptability it would be impossible to provide a responsive service or cope with work demands.

However, KEIFCA also recognises its duty to protect the health and safety of its staff by ensuring that they do not work too many hours and that they are recompensed by taking time off in lieu (TOIL) for any extra time that they do have to work.

TOIL is not a tool to be used to accrue time to enable extra days leave to be taken. Most duties should be carried out as part of normal contractual working hours.

TOIL should not result in changes to normal working arrangements, for example every Friday afternoon becoming a 'TOIL' afternoon, or working through lunch times and leaving work early each day.

The scheme must be utilised in the best interests of effective service provision. This requires co-operation between employees and managers to ensure adequate cover is provided as necessary.

The success of the scheme is based on trust. Any member of staff who is found to have abused the TOIL scheme may have it withdrawn and be subject to disciplinary action up to and including dismissal.

Rules on taking TOIL

Employees must obtain their managers approval before taking any TOIL, in the same way that annual leave is approved. Where managers do not approve the requested TOIL, suitable alternative dates (earlier or later) should be identified and suggested.

All TOIL must be taken by 31 January each year. Any TOIL not taken will be lost.

On termination of employment, all TOIL must be at a zero balance. Employees will not be paid in lieu of accrued TOIL which has not been taken by the final date of employment. Any such accrued TOIL will be lost.

Time off must be equal to time actually worked: i.e. there is no provision for time-and-a-half, double time, etc – if you work two hours, you can claim two hours TOIL, regardless of whether the period worked was an evening or weekend.

Personal Leave (formerly Compassionate Leave)

We recognise that on occasions staff need to balance urgent or unforeseen personal responsibilities that cannot easily be managed during non-work time or by using normal annual leave entitlement.

Personal leave is the provision of up to 10 days paid leave (pro-rata for part-time staff) that may be used for this purpose. This is a discretionary benefit that means this leave can only be taken with your line manager's agreement. There is no legal right to paid time off for this purpose.

Carers Leave

If you are a carer and with your manager's agreement, you can use up to 5 days personal leave each annual leave year for caring responsibilities (pro-rata for part-time staff). You may apply for this leave if you look after or provide support to a relative, child, friend or partner who, because of disability, illness or old age cannot manage without help. You need to register as a carer and guidance notes and a Carer Registration form are available from the Office Manager

Payment of Salary

Where there is an entitlement to full salary it is only payable where the employee does not receive, and is not entitled to claim, reimbursement of salary from another source. In this case salary would be offset against any amount reimbursed and payment will not exceed normal salary.

Leave for Religious Observance

Priority consideration should be given to an employee wishing to take leave for religious observance. The leave should be planned in advance and the employee must give as much notice as possible.

Unpaid Leave

Unpaid leave can be agreed up to a maximum of 6 months. Where the leave exceeds 30 days the employee's full conditions of service, are suspended for the inclusive period of the leave.

Where unpaid leave does not exceed 30 calendar days, public holidays which fall within, or are continuous with that period are paid provided the employee would normally have worked that day.

Salary Deduction

For staff who work to a seven day week unpaid leave is deducted as follows:-

- i One complete working week or more is regarded as continuous from the first day of absence up to and including the day preceding the return to duty.
- ii Where unpaid leave is less than one complete week but spans a weekend calculate as in (i) above.
- iii Less than one complete week not spanning a weekend:
 - three consecutive days or more ending on a Friday, the following Saturday and Sunday will be included;

- less than three consecutive days ending on Friday no account is taken of Saturday or Sunday;
- less than a full week and does not include Friday, salary is reduced by the number of working days lost.

Pay Progression

Pay progression which would have occurred during the unpaid leave or is due to occur following a return will be managed through the Total Contribution Pay (TCP) process.

Continuous Service

During the period of unpaid leave employment status is maintained and the contract of employment is not terminated. Therefore employment procedures, regulations and policies continue to apply during the leave and no paid work should be undertaken for any other organisation without seeking permission from KEIFCA.

Return

The employee is entitled to return to their substantive post or an equivalent job commensurate with terms and conditions prior to the leave unless a redundancy situation in which case normal redundancy/redeployment procedures apply. One month's notice must be given of an early return date. If the employee decides not to return written notice must be given in accordance with the contract of employment.

Pension

Pension contributions must be paid for the first 30 days of absence. This is usually taken from the last salary before the start of the leave but if this is not possible then the individual will be written to for this payment. Where the unpaid leave spans more than 30 days the employee has the option to pay pension contributions for the remaining period of absence on their return to work.

MATERNITY LEAVE AND PAY

Pregnant employees have specific statutory rights including the right to maternity leave, maternity pay and also the right to return to work after the child is born, additionally KEIFCA offer a contractual enhancement. A summary of the maternity leave and pay provisions are outlined below:

Statutory Leave Provisions

Regardless of length of service a pregnant employee is entitled to take up to one year (52 weeks) maternity leave. Maternity leave is a single continuous period made up of:

26 Weeks Ordinary Maternity Leave (OML)
26 Weeks Additional Maternity Leave (AML)

Additional maternity leave follows ordinary maternity leave with no gap between the two.

Contractual Provisions

In addition to the statutory provisions KEIFCA operates a Contractual Maternity Scheme (CMP) for eligible employees, which provides an entitlement to pay based on salary and a period of half pay during maternity leave.

Eligibility Criteria

The service criteria for Statutory Maternity Pay (SMP) and Contractual Maternity Pay (CMP) are shown in the table below.

SMP	26 weeks continuous KCC service by the end of the 15th week before the EWC.
CMP	1 years local government service as at the beginning of the 11th week prior to the expected week of confinement.

Maternity Leave and Pay

The eligibility criteria for SMP and CMP are different. This means that whilst an employee may qualify for one, she may not automatically qualify for the other, and for CMP the employee must return to work at KEIFCA. SMP is payable for 39 weeks and KEIFCA reclaim a percentage from the Government.

The earliest date SMP can start is the beginning of the 11th week before the EWC. SMP can start on any day of the week. Where SMP is not payable a maternity allowance may be and the employee must claim this via the Benefits Agency and declare this entitlement to KEIFCA.

Maternity Pay

Both SMP and CMP are subject to PAYE tax, National Insurance and Pensions contributions. If an employee has a period of unpaid leave it is possible that she will be eligible for a tax refund at the end of the tax year.

SMP

39 weeks paid leave consisting of:

- 6 weeks at 90% of average weekly earnings, followed by
- 33 weeks at the standard rate.

Average weekly earnings are based on the 8 week period immediately preceding the 15th week before the EWC.

For 2013-14 the standard SMP rate is £136.78 per week or 90% of average weekly earnings, whichever is the lowest.

CMP

39 weeks paid leave consisting of:

- 6 weeks at 90% of contractual pay or SMP at the earnings related rate (90% of average weekly earnings) whichever is the greater.
- 12 weeks at half pay paid in addition to any SMP entitlement - total amount not exceeding full pay.
- 21 remaining weeks SMP entitlement at the standard rate.

In the case of CMP the employee must return to work at KEIFCA for at least 3 months (generally applied as 13 weeks) following maternity leave to receive the 12 weeks at half pay. Where there is no intention to return to work at KEIFCA at the outset the 12 weeks payment shall be at SMP rate only. If the employee decides not to return and has already taken receipt of half pay it must be repaid. The half pay must also be repaid if the employee, with authorisation from the manager, elects to commence a 'Timeout' break without completing the required 13 weeks back at work.

Maternity Allowance

Employees not entitled to SMP may be able to claim up to 39 weeks Maternity Allowance via the Benefits Agency.

Dismissal or Resignation Before Commencing Maternity Leave

If an employee resigns or is dismissed before the date she has notified, or before she has notified a date, she loses the right to maternity leave. Dismissal will be unfair if it is maternity related.

However, if the employee is employed by KEIFCA during the 15th week before the week the baby is due and qualifies for SMP but then leaves after the start of the 15th week, KEIFCA still pay SMP. Payment will begin in accordance with the date originally notified or, if the resignation or dismissal takes place before she has notified a date, from the later of:

- The 11th week before the expected week of childbirth;
- The first complete week starting on a Sunday after the employment ends.

Notification and Evidence of Pregnancy

Proper notice must be given by the employee to claim entitlement to maternity pay and medical evidence of the pregnancy (Form Mat.B1) must

also be provided. Details of the notice requirements are given below. The Mat. B1 is required to authorise maternity leave and pay and is issued, by a GP or midwife around 20 weeks before the EWC.

An employee must notify her manager of her pregnancy as soon as reasonably practicable and no later than the end of the 15th week before the baby is due (around the 25th week of pregnancy). Notification must be given in writing and contain the following details:

- confirmation of pregnancy
- expected date of childbirth (EDC)
- commencement of maternity leave
-

A written response must be given to the employee within 28 days, confirming the expiry of the full leave entitlement.

If the employee changes her mind about the start date of maternity leave notice of the revised date must be given either:

- 28 days before the date originally notified, or
- 28 days before the new date whichever is the earlier, or
- as soon as reasonably practicable.

Where notification/evidence of pregnancy is not provided (Form Mat.B1) the maternity benefit cannot be paid and will be withheld until proper notification is received.

Maternity Leave

Ante-natal Care

All employees regardless of service are entitled to a reasonable amount of paid time off for ante-natal care which in addition to medical examinations may include relaxation and parentcraft classes as long as these are advised by a registered medical practitioner, midwife or health visitor.

With the exception of the first appointment, an employee can be asked to produce a certificate from a registered medical practitioner, midwife or health visitor confirming the pregnancy and an appointment card, or similar document, showing appointments.

You are entitled to take time off to accompany your partner to up to two ante-natal appointments.

You will receive paid time off if you are:

- the baby's father
- or, the expectant mother's spouse, her civil partner or partner (of either sex) in an enduring relationship

- or, an intended parent of a child in a surrogacy arrangement if you will be entitled to apply for a parental order in respect of that child

You must advise your manager in advance of the appointment to allow, where necessary, your duties to be covered. The time off will be recorded by your line manager.

You may take the amount of time that is required for the appointment, up to a maximum of 6.5 hours.

Sick Leave

If an employee is absent due to illness unrelated to pregnancy (e.g. a broken arm or influenza) normal sick pay applies up to the date the baby is born or the agreed date for finishing work.

If however, the absence is pregnancy related, sick pay should only be paid up to the beginning of the 4th week before EWC. After this date maternity leave and pay will automatically start on the day after the first complete day of absence from work.

Starting Maternity Leave

Maternity Leave cannot start earlier than the 11th week before the EWC. The employee can choose which day of the week she wishes to start her leave and SMP.

Employees can work beyond the 11th week before the EWC and confirmation of this must be given in writing. If there are concerns about health, the manager can ask the employee to see her GP or midwife at the earliest opportunity to clarify whether there is a risk to health and determine if it is in her best interests to be at work.

Compulsory Maternity Leave

Employees must take a minimum of two weeks maternity leave from the date their baby is born. Where compulsory leave takes an employee beyond 26 weeks after the start of ordinary maternity leave it will continue until the end of the compulsory maternity leave, provisions will continue to apply during this period.

Premature Births and Stillbirths

If the baby is born early i.e., before the date the employee intends to start her leave or before the start of maternity leave has been notified, maternity leave and pay start automatically on the day after the baby's birth.

In order to preserve rights to maternity leave and pay the employee must give written notice of the date of birth and (if not already given) evidence of the expected birth date as soon as reasonably practicable.

If miscarriage or stillbirth occurs at any time up to the end of the 24th week of pregnancy, maternity benefits will not apply and resultant leave should be dealt with under KEIFCA's sickness provisions. If the employee suffers a miscarriage, stillbirth or the tragic loss of a young baby from the 25th week of pregnancy, normal maternity benefits will apply in accordance with contractual and statutory maternity rights. If a baby is born alive but later dies the mother will be entitled to Maternity benefits. This is the case even if the child survives only for an instant.

Delaying the Return

KCC cannot postpone an employee's return to work beyond the period of additional maternity leave.

Delays may occur where there has been an interruption of work (whether due to industrial action or some other reason). In such cases, if it is unreasonable to return to work on the notified day, she may instead return when work resumes, or as soon as practical thereafter.

If the expected return date has not been notified, the employee may exercise her right to return by giving 7 days written notice any time before the end of the 14 days from the end of the interruption.

Where an employee is unable to return to work due to illness additional maternity leave cannot be extended and normal sickness procedures will come into effect.

PARENTAL LEAVE

Parental leave is available to employees who have or expect to have parental responsibility for a child. The leave gives parents the right to take a period of time off work to look after a child or make arrangements for the child's welfare. The leave is unpaid.

Statutory Provisions

Each parent can take a total of 18 weeks unpaid leave for each child, including multiple births. Parents of disabled children are entitled to 18 weeks in total. For the purposes of the legislation a disabled child is a child for whom disability living allowance is awarded.

To qualify for parental leave employees must:

- Be a parent of a child who is under five years of age or
- Have adopted a child under the age of 18 or
- Have acquired formal parental responsibility for a child who is under five years of age
- Be a parent of a disabled child regardless of when it was born
- Have one year's continuous service with KCC by the date they want to take leave

Time Period During which Parental Leave Can Be Taken

Employees can choose to take parental leave any time up to the relevant cut off point:

Parent

Cut off point
child's fifth birthday;

Adoptive Parent

Cut off point
Five years after the child is first placed with the family for adoption (or 18th birthday if sooner)

Parents of disabled children can take leave up to the child's 18th birthday irrespective of when the child was born.

Notice Requirement

A minimum of 21 days' notice is required. However, where the employee wants to take parental leave immediately after the birth or adoption of a child 21 days' notice must be given before the beginning of the EWC or in the case of adoption the expected week of placement. In rare cases where this is not possible, e.g., if the baby arrives early, then the employee should give notice as soon as reasonably practicable.

If an employee changes jobs, the new employer may make enquiries about how much parental leave has been taken, therefore a record should be kept of the amount of leave taken.

Evidence of Entitlement

Documentary evidence may be required to prove entitlement to parental leave.

Appropriate evidence includes the child's birth certificate, papers confirming a child's adoption, or in the case of a disabled child, the award of disability living allowance for the child.

Taking Parental Leave

In all cases a maximum of four weeks' parental leave can be taken in a year in respect of any individual child.

Leave must be taken in blocks or multiples of one week except in the case of parents of disabled children who can take leave in blocks or multiples of one day.

Shared Parental Leave

Shared parental leave is available if you and your partner's baby is due on or after 5 April 2015 (or you are adopting a child and s/he will be placed with you on or after that date) and you meet the eligibility criteria. Shared parental leave and shared parental pay offers you and your partner

increased flexibility on taking time off to be with your baby/adopted child. Further information on shared parental leave (including the eligibility criteria) can be obtained from the Office Manager

Postponing Leave

KCC can postpone a request for parental leave where the absence would disrupt the business, unless it is to begin immediately after the child is born or placed for adoption.

Leave may only be postponed for up to 6 months and written reasons must be provided within 7 days of receiving the request, including the dates on which the postponed leave can ultimately begin and end. The length of the leave should be equivalent to the employee's original request.

Internal procedures should be used to resolve situations where the employee is dissatisfied that the request for parental leave has been postponed.

Maternity Support Leave (formerly Paternity Leave) and Additional Maternity Support Leave (formerly Additional Paternity leave)

Subject to the eligibility criteria below, Maternity Support Leave (MSL) and Additional Maternity Support Leave (AMSL) and pay is available to employees whose partners have given birth to a baby and also to employees who are adopting a child with their partner and take leave to care for the baby or to support the mother or adoptive parent. A summary of the MSL and AMSL and pay provisions are outlined below. Further details are available from the Office Manager

Statutory Leave Provisions

Provided an employee meets the length of service requirement detailed in the eligibility criteria below, the statutory leave provisions are as follows:

- 1 or 2 whole weeks Maternity Support Leave (MSL),
- Minimum 2 – maximum 26 whole weeks Additional Maternity Support Leave (AMSL)

AMSL is a right for eligible employees for babies due on or after 3 April 2011, or parents who have received notification on or after 3 April 2011 that they have been matched with a child for adoption. This enables eligible employees whose partners are returning to work early from maternity or adoption leave to take a certain period of leave effectively in their place.

From 1 October 2014, as part of the Shared Parental Leave Rights that come into effect in December 2014, an employee is entitled to take time off to accompany your partner to up to two ante-natal appointments.

The employee will receive paid time off if they are:

- the baby's father
- or, the expectant mother's spouse, her civil partner or partner (of either sex) in an enduring relationship
- or, an intended parent of a child in a surrogacy arrangement if you will be entitled to apply for a parental order in respect of that child

The employee must advise their manager in advance of the appointment to allow, where necessary, their duties to be covered. The time off will be recorded by their line manager.

The employee may take the amount of time that is required for the appointment, up to a maximum of 6.5 hours.

Contractual Leave Provisions

KEIFCA does not operate any contractual maternity support leave provisions over and above the statutory provisions.

Eligibility

The employee must be continuously employed by KEIFCA for at least 26 weeks prior to the 15th week before the baby is due and up until the baby is born. In the case of adoption it is at least 26 weeks ending with the week in which the adopter is notified of being matched with a child and they must remain continuously employed until the child is placed with them.

In addition, for AMSL only, the employee must also stay with KEIFCA until the week before the employee wishes to take AMSL.

To qualify for Statutory Paternity Pay (SPP) and Additional Statutory Paternity Pay (ASPP) as well as MSL and AMSL, the employee must also be able to declare that they are:

Birth of a Baby

- the baby's biological father or
- married or civil partner to the mother or
- living with the mother in an enduring family relationship, but are not an immediate relative and that they are responsible for the child's upbringing and
- taking time off work to support the mother or care for the child.

Adoption

- married or civil partner to the person adopting the child, or
- living with the mother in an enduring family relationship, but are not an immediate relative
- responsible for the child's upbringing and
- taking time off work to support the person adopting or to care for the child.

If an employee and their partner are jointly adopting a child, the employee must declare that they have chosen not to receive Statutory Paternity Pay personally (see below).

SPP, ASPP, MSL and AMSL are not available to foster parents or step parents who go on to adopt a child(ren) of their partner.

Length of MSL and AMSL

MSL one week or two consecutive weeks' within 8 weeks (56 days) after the date of birth or placed in the case of adoption. Leave must be taken in whole weeks but can start on any day, e.g., Tuesday to Monday.

If the baby is born early the employee can take leave any time between the actual date of birth and the end of an 8 week period running from the Sunday of the week the baby was actually due.

AMSL: The employee will only be able to start their AMSL:

- 20 or more weeks after the child's birth or placement; and
- After the employee's partner has returned to work from statutory maternity or adoption leave.

The minimum amount of AMSL that can be taken is 2 weeks and the maximum period is 26 weeks. AMSL must be taken in multiples of complete weeks and must be taken as one continuous period. The latest that AMSL can end is the date at which the employee's partner's additional maternity or adoption leave would have ended, i.e. the end of the 52nd week after the employee's partner's statutory maternity or adoption leave began.

Only one period of MSL and AMSL will be available to employees irrespective of whether more than one child is adopted or born as the result of the same pregnancy.

Applying for MSL or AMSL

The employee must complete the relevant Application for MSL/AMSL & Pay form, which is available from the Office Manager

Notice, Changes and Evidence Requirements

Various notification items are required in writing for evidence purposes for both MSL and AMSL. The relevant application forms indicated above should be used for this and as formal notice. Further details are available from the Office Manager.

MSL: The employee must notify their line manager by the 15th week before the baby is due, or within 7 days of the date of the Adoption Agency has told the adopter they have been matched with a child the date of placement. The employee must also state whether 1 or 2 weeks of leave is to be taken and the chosen start date. The employee must also subsequently confirm the actual date of birth, or date of placement in the case of adoption as soon as reasonably practicable.

The employee can subsequently change the start date for MSL. If the employee wants to vary the date to:

- The date of birth or placement, the employee must give at least 28 days' notice before the first day of week in which the baby is due or the expected date of placement.
- A date that is a set number of days after the date of birth or placement, the employee must give at least 28 days' notice before that set number of days taken after the first day of the week in which the baby is due or the expected date of placement
- Another set date, the employee must give at least 28 days' notice before that date.

Each change must be notified in writing.

If it is not reasonably practicable to know what time off is required by the dates above or the birth/adoption is sooner or later than expected, this should be discussed with the line manager as soon as possible.

AMSL: The employee must notify their line manager not less than 8 weeks before their chosen start date of AMSL of their intention to take AMSL. In addition to written notice (which should include the proposed start and end date), a written signed declaration by the employee and a written declaration by the mother / main adoptive parent is required.

KEIFCA may request within 28 days of receiving the leave notice certain additional documents, such as the child's birth certificate. Where this is requested, the employee must provide this within 28 days of receiving the request.

The employee can subsequently change dates, cancel, or withdraw AMSL, subject to certain requirements. Before AMSL starts, the employee can change their start or end date or cancel their AMSL by giving written notice 6 weeks before the new date or the date being cancelled or varied, or if this is not possible, as soon as is reasonably practicable. Similarly, if the employee wishes to return earlier than the agreed date once on AMSL, the employee can do so if they give at least 6 weeks' notice.

If after giving AMSL notice, the employee no longer becomes entitled to AMSL, the employee must give written notice as soon as is reasonably practicable.

If the employee fails to give enough written notice, or to give any notice at all, and it is not practicable for KEIFCA to accommodate the change in arrangement, KEIFCA can require the employee to take up to 6 weeks AMSL starting on the date the employee originally requested (or any previous arranged date) and ending no later than 6 weeks after any written notice to change, cancel or withdraw or until the original agreed end date, whichever is earlier. Similarly, where the employee has given written notice of withdrawal after the period of AMSL has begun and where it is not reasonably practicable for KEIFCA to accommodate the change in arrangements, failure to give proper notice entitles KEIFCA to postpone the employee's return until the notice requirement has been satisfied or until the original agreed end date, whichever is earlier.

Each change must be notified in writing.

Other AMSL Rights

An employee on ASML has the same rights and duties as an employee on maternity leave, including terms and conditions during leave, contact with the employer during leave and if under notice of redundancy, the offer of any suitable and appropriate vacancies.

If the employee is returning after 26 weeks or less AMSL, the employee's right to return is the same as for employees on ordinary maternity leave unless it is taken immediately after additional maternity / adoption leave or parental leave of more than 4 weeks. Otherwise, the employee's right to return will be the same as for employees on additional maternity /adoption leave.

Where unfortunately a child dies or a placement is terminated during AMSL or after the employee has notified KCC of their intention to take AMSL, special rules apply. In such cases, unless the AMSL is due to end earlier, it will end 8 weeks following the week of the child's death or the end of the child's placement.

Maternity Support Pay

Statutory Paternity Pay and Additional Statutory Paternity Pay

During maternity support leave most employees are entitled to receive Statutory Paternity Pay (SPP). In addition, an employee may also be entitled to Additional Statutory Paternity Pay (ASPP) during the time their partner would have been receiving statutory and maternity or adoption pay (SMP or SAP respectively).

The rate of SPP and ASPP is the same as the standard rate for statutory maternity pay (SMP).

As well as satisfying the eligibility criteria above, to qualify for SPP or ASPP, an employee must meet the same earnings criteria as an employee seeking to qualify for SMP.

Employees whose average weekly earnings are below the lower earnings limit for NI purposes will not qualify for SPP or ASPP. Employee Services will advise on this. In addition, for ASPP, the mother or main adoptive parent must have at least 2 weeks of their SMP or Statutory Adoption Pay (SAP) or maternity allowance period unexpired.

Employees who do not qualify for SPP, may be able to get Income Support and should contact the local Jobcentre Plus Office or Social Security Office.

Contractual Maternity Support

Employees eligible for the statutory provisions are entitled to contractual MSL on full contractual pay of up to two weeks only.

Any paid MSL granted runs concurrently with statutory provisions (eg 2 weeks is the maximum leave granted). The employee's pay will be reduced by the amount of SPP received so that full pay is not exceeded.

ADOPTION PAY AND LEAVE (ADOPTING A CHILD FROM WITHIN THE UK OR ABROAD)

NB: *The text in Italics identifies where there are the differences between adopting a child within the UK and from overseas.*

Statutory Adoption Pay & Leave

This applies to employees who wish to take time off work because they are adopting a child;

- *UK; through an approved adoption agency*
- *from overseas; and have received an official notification in respect of that child together with evidence of the child's date of entry into Great Britain.*

Employees who are adopting either on their own or jointly with their partner, may be entitled to;

Statutory Adoption Leave (SAL) of up to 26 weeks' ordinary leave, immediately followed by 26 weeks' additional leave (52 weeks in total).

As at 6 April 2013 Statutory Adoption Pay (SAP) of £136.78 or 90% of average weekly earnings, whichever is less, for up to 39 weeks during the leave.

To qualify, an employee must have continuous KEIFCA employment for at least 26 weeks, ending with the week in which they are;

- *UK: notified that they have been matched with a child for the purposes of adoption and still be employed by KCC at the time the child is placed with them*
- *Overseas: notified officially for the purposes of adoption in respect of a child and still be employed by KCC at the time the child enters Great Britain.*

Contractual Adoption Pay & Leave

Employees with at least 1 year's local government service ending with the week in which they are notified of their match with a child for the purposes of adoption and who are still employed by KCC *at the time of placement (UK) or time the child enters Great Britain (overseas)* may also be entitled to contractual adoption pay of:

6 weeks at 90% of Contractual Adoption Pay (CAP) or SAP at the earnings related rate (90% of average weekly earnings), whichever is the greater.

12 weeks at half pay (if the employee intends to return to work) in addition to SAP entitlement (total amount not exceeding full pay).

21 remaining weeks SAP entitlement at the standard rate.

To qualify for the 12 weeks at half pay element of CAP, the employee must return to work for at least 3 months (generally applied as 13 weeks) following adoption leave.

Where there is no intention to return to work at the outset, the 12 weeks payment is at the SAP rate only. The money must be repaid where an employee decides not to return to work and has already received the half pay element.

Both SAP and CAP are subject to PAYE tax, National Insurance and Pensions contributions. It is possible that an employee taking a period of unpaid leave may be possible for a tax refund at the end of the year.

Entitlement

Where a couple are jointly adopting, only one partner can receive adoption pay and leave.

However, the other partner may be entitled to Maternity Support Leave. Adoption leave and pay are not available where a child is not newly matched for adoption, eg adopting the children of a partner.

Only one period of leave is available, irrespective of whether more than one child is placed for adoption as part of the same arrangement.

Earnings

To get SAP an employee must have average earnings over a set period above the lower earnings limit for NI Purposes.

Giving Notice

The application form is available via the Office Manager, and this together with other relevant paperwork (e.g. Matching Certificate) from the adoption agency should be sent to KCC Employee Services.

UK: Leave should be discussed with the line manager within 7 days of the date the adoption agency notified of a match with a child (or if this is not possible, as soon as reasonably practicable). The manager should be informed of the expected date the child is to be placed and when the employee wishes the leave to start.

Overseas: Notice of both the date the official notification was received and the date the child is expected to enter Great Britain must be given to the line manager no later than 28 days after the date the official notification is received. 28 days' notice must be given of when you wish your period of adoption leave to begin and the employee should inform the line manager within 28 days of the child's entry into Great Britain.

The Office Manager will confirm the employee's entitlements within 28 days, including the expected return to work date. 28 days' notice of a change of dates must be given.

Starting Adoption Leave

The leave can start from;

UK: the date of the child's placement (whether this is earlier or later than expected), or from a fixed date which can be up to 14 days before the expected date of placement.

Overseas: The date that the child enters Great Britain (whether this is earlier or later than expected) or an agreed date no later than 28 days after the child enters Great Britain.

Leave can start on any day of the week.

Returning to work

Following the period of ordinary leave, employees have the right to return to the same job. After additional leave, they have the right to return to the same job or, if this is not reasonably practical, an appropriate alternative job. Exceptions may occur where there is, for instance, a redundancy or the end of a fixed term or temporary contract.

In these circumstances, suitable alternative work will be offered where this is available.

Employees who decide they wish to return to work before the end of the adoption leave period should give their line manager 8 weeks' notice of the new intended return date.

Effect on contract of employment

Employees on adoption leave continue to qualify for statutory employment rights and the period of leave counts towards any qualifying service for statutory rights. Annual leave accrues during a period of adoption leave and how this will be managed should be discussed with the line manager.

Pension contributions continue to be payable during the period of paid adoption leave, based on the actual amount the employee is paid. Employees, on returning to work, are offered the option to pay contributions for any period of unpaid leave. If this option is not taken up the period of unpaid leave does not count as service for pension purposes.

EMERGENCY DEPENDANT CARE LEAVE

Employees have a statutory right to take a reasonable period of time off work to deal with a family emergency involving a dependant who relies on them for assistance. Employees also have the right not to be unreasonably refused time off, dismissed or victimised for doing so.

There are no qualifying service requirements and the leave is unpaid. The employee should be allowed a 'reasonable' period of unpaid leave to cope with unexpected domestic crises; there is no limit to the amount of leave, as a guide it should be sufficient to help the employee to deal with the unexpected or sudden problem, and make any necessary longer term arrangements.

Circumstances for which leave may be granted are:

- if a dependant suddenly falls ill, is injured or assaulted, or gives birth,
- the death of a dependant or someone close to the employee,

- if a child is involved in a serious incident at school or during school hours,
- a sudden breakdown in care arrangements for a dependant,
- dealing with a crisis relating to a family member requiring immediate attendance, e.g., to make longer term care arrangements for a dependant who is ill or injured.

It may be appropriate to offer paid compassionate leave or a combination of paid and unpaid leave. It would not be considered appropriate to award paid or unpaid leave in circumstances where the employee can make alternative plans or arrangements which may not require their assistance, or annual leave and/or flexi time can be used, e.g., where the employee knows in advance that the problem is going to arise.

Contact During Maternity and Adoption Leave

The manager may make contact with the employee (and visa-versa) during maternity leave, as long as the amount and type of contact is not unreasonable. The purpose of this is to discuss a range of issues for example to discuss plans for returning to work and to keep the employee informed of important developments within the workplace including any job opportunities or promotions that arise during the leave.

Date of Return to Work

Unless otherwise notified, the return to work date is the first working day after the end of family leave notified to the employee by KEIFCA.

In the case of maternity or adoption leave, if the employee wishes to return to work earlier than the full leave period a minimum of 8 weeks' notice must be given. The manager can however, choose to accept less notice at their discretion.

If the employee attempts to return to work without giving minimum notice, the manager may postpone the return until the full 8 weeks' notice has been given without salary (where maternity/adoption pay is exhausted), although this must not take the date beyond the end of the full leave period.

Conditions of Return

An employee returning to work after family leave is entitled to return to the same job on the same terms and conditions of employment as if they had not been absent, unless a redundancy situation has arisen, in which case normal redundancy/redeployment procedures apply.

The same also applies to additional maternity and adoption leave unless there is some reason why it is not reasonably practicable to return to the same job, a similar job on terms and conditions not less favourable than the original must be offered.

Duty to Consider Flexible Working

There is no specific statutory right for an employee to change their working conditions, including hours of work, on return from family leave, unless this is provided for in the contract of employment. However, employees who have children or caring responsibilities for adults may have the right to request to work flexibly

Continuous Service

The employee continues to be employed during family leave, and therefore service whilst on leave counts towards the period of continuous employment for the purpose of entitlement to other statutory rights. Family leave will also be regarded as continuous service for the purpose of accruing entitlement to contractual sickness, maternity and annual leave provisions.

Contract of Employment During Family Leave

During periods of family leave normal terms and conditions of employment with the exception of wages/salary continue. Similarly during additional maternity and adoption leave, the employment contract remains in force.

Annual Leave

During any period of authorised family leave annual leave will accrue.

Consideration should be given to the management of annual leave particularly during maternity or adoption leave to avoid any misunderstanding when the employee return e.g.

- All or part of the annual leave entitlement is taken during the family leave period, i.e. the employee receives contractual holiday pay for a portion of the family leave when family payments have ceased.
- All or part is taken before commencement of leave.
- All or part is taken before returning.

When family leave spans the end /start of the annual leave year, then the whole of the accrued outstanding leave should be transferred to the new leave year.

Redundancy

If a redundancy situation arises during family leave, the employee should be treated as if they were still at work. If the employee's post is redundant, They are entitled to be offered a suitable alternative where one is available prior to the expiry of the current contract. The post must not be substantially less favourable than if the employee had been able to return to the job in which they were originally employed.

The employees' rights are protected as though still employed at the 'qualifying' date; payments will continue as though still employed and the redundancy had not occurred.

Notice will be at full pay and may run concurrently with any family leave payments – these payments would not, in total, be more than normal pay.

The employee may additionally be entitled to a redundancy payment if they qualify.

Notice Period when an Employee Decides Not to Return

Where an employee decides not to return to work they must formally resign giving contractual notice. The contract will terminate at the end of the contracted notice or at the end of the statutory maternity pay period whichever is the later.

If the employee returns to work and then decides to resign contractual notice must be given.

Sickness During Family Leave

If an employee is sick during family leave there is no entitlement to Statutory Sick Pay or Occupational Sick Pay. If an employee is unable to return to work on the notified date due to illness, normal sickness procedures apply.

Pension Implications for Family Leave

Employees are advised to check with the Pensions Section regarding the effect of family leave on their pension contributions. Below is a summary only.

1 Maternity, Paternity and Adoption Leave

During any period of paid maternity or statutory paternity or adoption leave the employee will pay basic pension contributions on the pay actually received. The service will count as normal for pension purposes, i.e., as if the employee had been at work.

- During any period of paid ordinary maternity, adoption or paternity leave (e.g. some low earners) the employee will be deemed to have paid basic pension contributions but the employer will pay contributions on notional full pay. Again the service will count as normal for pension purposes as if the employee had been at work.
- During any period of unpaid additional maternity or adoption leave the unpaid period will not count for pensions purposes unless the employee makes an election for it to count. If the employee makes an election to count the service for pension purposes they will need to make contributions for the unpaid period of additional leave based on the pay they were entitled to receive on the day before the

unpaid period began. However, the employer's contribution will be one on notional full pay.

Parental Leave

Pension contributions must be paid for the first 30 days absence. (N.B. This will therefore cover the maximum 4 week period of parental leave allowed in any one year).

Nothing in the above provisions shall be construed as providing rights less favourable than statutory rights.

If an employee attempts to dishonestly claim any of the leave and pay arrangements set out in this Section, then they may be subjected to KEIFCA's disciplinary procedure

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INSURANCE

Legal Liabilities

KEIFCA is covered by insurance through KCC for its legal liabilities as an employer and occupier which might attach as the result of negligence.

In addition Kent County Council will indemnify by insurance cover or otherwise, each Member and employee of the Council against any claim, liability, loss and/or damage in relation to any action of, or failure to act by a Member or employee subject to the terms and conditions detailed in Appendix 2.

KEIFCA's legal liabilities are limited to situations where negligence by KEIFCA or employees acting on its behalf can be proven.

KEIFCA is able to and does in fact lessen the financial effects of staff accidents whether there is legal liability or not, through sick pay and injury allowances where appropriate see

The scale of compensation in the event of injury or death is detailed in Appendix 2.

Employees may of course also choose to have their own private personal accident insurance.

Payments to Staff In The Event Of Death or Permanent Disablement 1 Whilst on Duty

(i) All KEIFCA employees are covered by Personal Accident insurance (note (ii) below) however; staff employed by external employment agencies are excluded.

(ii) There is no upper age limit for staff applicable to the KEIFCA's liability insurance policies as long as they are considered fit, capable and competent enough to perform their duties. In the case of KEIFCA's Personal Accident Benefits policy, again there is no upper age limit however there are reduced benefits for any member of staff who has reached the age of 75 at the time of the incident. For staff under 16 years of age at the date of sustaining bodily injury, the death benefit is limited to £10,000.

(iii) The policy covers occupational and commuting risks, which means employees are insured from the time of leaving home for work to their subsequent return. However, journeys undertaken for purely private purposes during the course of that time would not be covered (e.g. lunchtime recreation).

(iv) Benefits provided are linked to annual salary. In the event of death, loss of limbs, sight, or permanent total disablement (i.e. being unable to

continue in usual occupation) three times current annual salary is payable. A percentage of the benefit is paid for other serious but nevertheless permanent injuries see Appendix 2.

(v) For staff under 16 years of age at the date of sustaining bodily injury, the death benefit is limited to £10,000.

(vi) Benefit payments are at the discretion of KEIFCA and will be reduced by the amount of damages or compensation recoverable in respect of particular injuries.

Arising from Assault

(i) Assault is defined as body injury suffered by an employee as a direct result of an unprovoked malicious assault by another person.

(ii) Benefits provided are linked to annual salary, and follow the same format as described above (Whilst on Duty) but are increased to five times current annual salary see Appendix 2.

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Scale of Compensation In The Event Of Death or Permanent Disablement Whilst on Duty or Resulting From an Assault

Benefits in the case of accidents whilst on duty are as follows: -

Injury	Benefit (£)
Death	3 x annual salary
Permanent Disabling Injuries: -	
Loss of limb(s), sight/eye(s), hearing or intellectual capacity	3 x annual salary
Permanent total disablement from usual occupation in the business	3 x annual salary
Permanent and total loss of hearing in one ear	25% of the above
Post Traumatic Stress Disorder (up to max £15,000)	20% of the above
Permanent and total loss of use of: -	
Back or spine (excluding cervical) without cord involvement	40% of the above
Neck or cervical spine without cord involvement	30% of the above
Shoulder or elbow or wrist	25% of the above
Hip or knee or ankle	20% of the above
Loss of, or permanent and total loss of use of: -	
Thumb	30% of the above
One forefinger	20% of the above
Any other finger	10% of the above
Big toe	15% of the above
Any other toe	5% of the above

Benefit for any permanent disabling injury that is not detailed above will be calculated on an individual basis (relative to the above scale), and based on an independent medical assessment arranged by the Personal Accident insurers.

For persons over 75 at the date of sustaining injury, Personal Disabling Injury benefits are restricted to Loss of one or more limbs or sight in one or both eyes. No benefit will be payable for Permanent Total Disablement. In the event of occupational accidents arising from assault, benefits are increased to 5 x annual salary.

MANAGING ATTENDANCE

This section outlines terms and conditions relating to sickness absence and details the sick pay provisions. It also provides guidance relating to the process and outlines the expectations of various parties.

Employees must follow reporting requirements for sickness absence in order to receive sick pay.

Information relating to employee's health is considered 'sensitive personal data' and therefore highly confidential.

Professional advice is sought through KCC's Occupational Health Unit.

Contractual Sick Pay

Entitlement to contractual sick pay is based on an employee's length of service: -

Entitlement	Service Required
1 month full pay	Up to 4 months' service
1 month full pay + 2 months 1/2 pay	during year 1 (after 4 months' service)
2 months full pay + 2 months 1/2 pay	during year 2
4 months full pay + 4 months 1/2 pay	during year 3
5 months full pay + 5 months 1/2 pay	during year 4 & 5
6 months full pay + 6 months 1/2 pay	After year 5

Temporary Employees

KEIFCA staff employed on a temporary basis of 4 months or less are only entitled to statutory sick pay or incapacity benefit depending on their earnings. Temporary employees engaged for a continuous period of more than 4 months will be entitled to KEIFCA's contractual sick pay benefits detailed above (depending on the length of their contract).

Extending Contractual Sick Pay

Sick pay may only be extended in exceptional circumstances. There are no common criteria for considering requests, as it is dependent on individual circumstances. However, examples include extending pay when an individual has a life-threatening or terminal illness or where there is a clearly, defined return to work date specified by Occupational Health Advisers. Employees may request a period of annual leave while absent on sick leave.

Sickness Notification

Day one	Sickness absence must be reported to the line manager or designated officer immediately and give an indication of the nature and likely duration of the illness
Day four	Employee must contact their line manager or designated officer and give an indication of the nature and likely duration of the illness.
Day eight	A fit note must be supplied for absence of eight days or more

When an employee knows the return to work date they must notify their line manager if it has been unclear from previous contacts.

Self Certificates

The office manager will complete an absence form for all periods of sickness absence on behalf of the employee

The purpose of this is to ensure there is a written record of the dates and length of absence, authorised by the direct line manager. The absence form should be sent to Employee Services (via email) and the employee should be copied in.

Statement of Fitness for Work (Fit Notes) formerly Medical Certificates

A fit note is required if a period of absence lasts 8 days or more inclusive of rest days and public holidays. Subsequent notes must be submitted to cover absence if it extends beyond the period of the initial certificate. Where an employee is admitted to hospital or a similar institution, fit notes need only be submitted on entry and on discharge.

Exceptionally, KEIFCA may request fit notes to cover any period of absence (KEIFCA will meet any costs incurred) and can request an employee attend an Occupational Health Assessment.

Fit notes must be signed by a qualified medical practitioner. The office manager keeps a copy of the fit note and the original is returned to the employee.

Fit notes include the option for the GP to express a view that an individual could be fit for work with accommodations by the employer and to indicate the effects of an individual's condition and what could help a return to work. The GP indicates either 'not fit' or 'may be fit'.

Suggestions made by the GP can provide a helpful prompt for discussions about returning to work. If we are unable to accommodate the suggested adjustments for an early return to work the fit note is treated as if it had indicated 'not fit for work'. The Occupational Health team is available for

advice on cases concerning long term or complex health issues and disabilities.

Withdrawal of Sick Pay

Where conditions of the sick pay scheme are not observed or the employee is guilty of conduct prejudicial to recovery, including during any period of annual leave taken while the employee is sick, disciplinary action may be taken and sick pay withdrawn.

Absence Related to Disability

Where it is known that an employee has a disability, all related sickness absence should be monitored separately from other absence. Where the length and/or frequency of disability related absence presents on-going operational difficulties, advice should be sought from OH in the first instance to assess what support can be offered to improve attendance, enable a successful return to work or inform other management action.

Dental and Medical Appointments

Absence relating to dental or medical appointments should not be recorded as sick leave and the employee will be credited with their working hours provided they are not exceeded.

IVF Treatment and Other Elective Procedures

Sick leave should not be used for IVF treatment or elective surgery and wherever possible the flexible working procedures should be used to accommodate appointments or treatment. Where time off is required this should be unpaid, in the case of sickness following treatment the normal sick leave provisions will apply.

Health Information & Data Protection

Under the Data Protection Act² information relating to an individual's health is 'sensitive personal data' and highly confidential. Details relating to the individual's health must be kept on their personal file and should not be shared without explicit consent. However to manage an issue relating to health a manager may need to access health information and this is the only circumstance in which it is acceptable to access health information.

Short Term, Frequent Absence

Where the employee has been absent for 3 periods or more of self-certificated absence in a six month period a formal meeting should be arranged to discuss the matter in more detail.

Advice should be sought from Occupational Health to establish if there is an underlying health reason for absence. If no underlying health condition exists a managerial warning should be issued.

If the frequency of absence continues at an unsatisfactory level proceed to a hearing under KEIFCA's Performance & Capability procedure.

Long Term Sickness

Positive management of long term absence involves seeking advice from Occupational Health. If an employee is absent for a continuous period of 4 weeks this is regarded as being long term and will normally result in a referral to Occupational Health.

On-going Long Term Ill Health Absence

In most cases employees will be able to return to their post following a period of absence. In cases where it is unlikely the employee will return to work following their sick leave allowance and there is no indication of permanent ill health, consideration should be given to whether it is sustainable to maintain the individual's contract of employment.

The Performance & Capability procedure provides detailed guidance on the steps to be followed in the case of long term sickness.

At any time KEIFCA may require an employee who is unable to perform their contractual duties due to ill health to be referred to Occupational Health. However if an employee is absent for a continuous period of 4 weeks this is regarded as being long term and will result in a referral to OH although referrals can be made earlier if appropriate

You will be seen by an OH Adviser (Nurse) or Physician (Doctor) who will make an assessment of your health in relation to your work. At the end of the consultation, a written report responding to the advice sought on the OH1 (referral) will be sent to the referring manager, this report will offer recommendations about the effect your medical condition has on your ability to work. Only relevant non confidential information will be disclosed to your employer. The content of this report will be confirmed during your consultation and you will be allowed to see this report before it is sent to your employer.

OH will not be able to change their professional opinion given in that report however changes will be made if there are factual inaccuracies such as date of birth or job title.

Referrals without consent

Occasionally an employee may not consent to a referral. In this case, it is still possible to seek general advice from OH. If you do not consent to this process, your employer will have to make decisions about your employment without the benefit of any health advice.

Permanent Ill Health

If an employee is considered permanently unfit to carry out the duties of their job following an assessment by Occupational Health there are three possible outcomes:

- Redeployment to other appropriate work if possible (on the basis of OH advice)
- Ill health retirement on the basis the employee is permanently unfit for work and redeployment is not appropriate or possible (only agreed on the production of an Ill Health Certificate from OH) – with immediate release of pension benefits.
- Termination of the employment contract on the grounds of capability

Where an employee wishes to remain in KCC's employment, efforts should be made to redeploy the individual to a suitable role. A reasonable period of time should be allocated to search for redeployment prior to notice being given, and efforts should continue during the notice period.

Where employment is terminated on health grounds notice will be at full pay irrespective of whether the half or nil pay stage has been reached.

In most cases it is reasonable to allow an employee to exhaust the contractual sick pay allowance before notice is given. No employee's contract should be terminated before expiry of their entire sick pay period unless there are exceptional circumstances or where there is mutual agreement to terminate the contract at an earlier date.

Ill Health & Disability

If an employee becomes disabled or has a condition that affords them protection under Disability legislation, employers have a legal obligation to consider any 'reasonable adjustments' to enable the employee to continue working. What may constitute a reasonable adjustment will depend on circumstance

Advice on working with a disability and recommendations for reasonable adjustments can be sought from Occupational Health as well as from other specialist agencies.

Ill Health - Drugs & Alcohol

Absence relating to drugs or alcohol dependency is normally treated by KEIFCA as an ill health issue in the first instance. Through the referral process Occupational Health will be able to advise the manager on the individual's fitness for work and the employee on appropriate contacts and resources. Misconduct, gross misconduct or gross incompetence resulting from the use or abuse of alcohol or drugs should be investigated under KEIFCA's Disciplinary Procedure.

Managing a Return To Work

Upon return to work the employee must meet their line manager to discuss any problems or issues and review the employee's absence record, as necessary.

WHISTLEBLOWING

Introduction

KEIFCA is committed to the highest possible standards of openness, probity and accountability and we encourage employees and others working with us to raise any concerns about any aspect of our work to come forward and voice those concerns. In some instances, concerns may need to be expressed on a confidential basis.

This procedure encourages employees to raise serious concerns, without fear of reprisal or victimisation, internally within KEIFCA rather than over-looking a problem or raising the matter outside.

It applies to all employees, agency workers and those contractors working on KEIFCA premises, for example, cleaners, builders and drivers. It also covers suppliers and those providing services under a contract with KEIFCA in their own premises.

Other Complaints Procedures

This procedure is separate from KEIFCA's Complaints Procedures and other statutory reporting procedures applying to some directorates. Managers are responsible for making service users aware of these procedures.

Any investigation into allegations of potential malpractice under this procedure will not influence or be influenced by any disciplinary or redundancy procedures that already affects an individual.

Aim & Scope

This procedure aims to ensure individuals are:

- encouraged to feel confident in raising serious concerns and to question and act upon concerns about practice
- provided with avenues to raise concerns and receive feedback on any action taken
- given a response to their concerns and are aware of how to pursue them if not satisfied.
- reassured that they will be protected from reprisals or victimisation if they have a reasonable belief any disclosure has been made in good faith.

There are existing procedures in place to enable individuals to lodge a grievance relating to their own employment including issues relating to harassment and bullying. This procedure is intended to cover concerns that fall outside the scope of other procedures.

These include:

- conduct which is, has been or is likely to be an offence or breach of law
- conduct that has occurred, is occurring or is likely to occur the result of which KEIFCA fails to comply with a legal obligation. For example unauthorised use of public funds, possible fraud and corruption, sexual or physical abuse of clients, or other unethical conduct discrimination of any kind and waste/frivolous expenditure
- disclosures related to past, current or likely miscarriages of justice
- past, current or likely health and safety risks, including risks to the public as well as other employees (see below)
- past, current or likely damage to the environment

Concerns about any aspect of service provision or the conduct of officers or KEIFCA Members or others acting on behalf of the KEIFCA, can be reported under the Whistleblowing Procedure. This may be about something that you:

- feel uncomfortable about in terms of known standards, your experience or the standards you believe KEIFCA subscribes to; or
- is against the KEIFCA's Standing Orders and policies; or
- falls below established standards of practice; or
- amounts to improper conduct .

KEIFCA's Safety Complaints Procedure should be used to raise any issues, concerns or complaints of a health and safety nature and which are not confidential.

Confidentiality

All concerns raised will be treated in confidence and every effort will be made not to reveal your identity if this is your wish. However, in certain cases, it may not be possible to maintain confidentiality if you are required to come forward as a witness.

Anonymous Allegations

Whenever possible you should put your name to your allegation as concerns expressed anonymously are much less powerful than those that are attributed to a named individual. However anonymous allegations will be considered and investigated at KEIFCA's discretion.

In exercising the discretion, the factors to be taken into account would include:

- the seriousness of the issues raised

- the credibility of the concern; and
- the likelihood of confirming the allegation from attributable sources.

Untrue Allegations

If you make an allegation in good faith that is not subsequently confirmed by an investigation, no action will be taken. Disciplinary action will only be taken against individuals who knowingly make false, malicious or vexatious allegations.

How to Raise a Concern

General

Concerns can be raised verbally or in writing. A concern raised in writing should:

- set out the background and history of the concern, giving names, dates and places where possible
- give the reason why you are particularly concerned about the situation.

The earlier a concern is raised the easier it is to take action. Although you are not expected to prove beyond doubt the truth of an allegation, you need to demonstrate to the person contacted that there are sufficient grounds for your concern.

A trade union or professional association may raise a matter on behalf of an employee.

Step One – Raising a Concern Whenever possible you should raise your concern with your immediate manager or his/her manager. If this is not appropriate, you should approach the following according to the nature of the concern:

	Contact Name	Email
Where Members/Senior Officers are named	Peter Sass, Clerk to the Committee and Chairman	Peter.sass@kent.gov.uk
Where matter does not refer to the above	Will Wright, Chief Officer	Will.wright@kentandessex-ifca.gov.uk

All suspected financial irregularities must be reported to the Chief Internal Auditor Francesca.Chivers@kent.gov.uk

Step Two - How KEIFCA will respond

The action KEIFCA takes will depend on the nature of the concern. The matters raised may:

- be investigated internally by management, Internal Audit or through the disciplinary or other internal process
- be referred to the Police
- be referred to the External Auditor
- form the subject of an independent inquiry.

In order to protect individuals and KEIFCA, initial enquiries will be made to decide whether an investigation is appropriate and, if so, what form it should take. Concerns or allegations which fall within the scope of specific procedures (e.g., child protection or discrimination issues) will normally be referred for consideration under those procedures.

Some concerns may be resolved by agreed action without the need for investigation. If urgent action is required this will be taken before any investigation is conducted.

You will be written to within ten working days:

- acknowledging that the concern has been received
- indicating how KEIFCA proposes to deal with the matter
- giving an estimate of how long it will take to provide a final response
- informing you if any initial enquiries have been made
- whether further investigations will take place and, if not, why not

Contact

The amount of contact between the officers considering the issues and you will depend on the nature of the matters raised, the potential difficulties involved and the clarity of the information provided. If necessary, further information will be sought.

Attending Meetings

When any meeting is arranged you have the right to be accompanied by a trade union representative or a workplace colleague who is not involved in the area of work to which the concern relates.

Support

KEIFCA will take steps to minimise any difficulties you may experience as a result of raising a concern. For instance, if you are required to give evidence in criminal or disciplinary proceedings, KEIFCA will advise or arrange for you to have advice about the procedure.

KEIFCA will not tolerate harassment or victimisation (including informal pressures) and will take action to protect individuals who raise a concern in good faith.

KEIFCA accepts that you need to be assured that concerns will be properly addressed and, subject to legal constraints, will provide information about the outcomes of any investigations.

How The Matter Can Be Taken Further

This procedure is intended to provide individuals with an avenue to raise concerns within KEIFCA. If you are not satisfied, and feel it is right to take the matter further, the following are possible contact points:

- Public Concern at Work 020 7404 6609
- Audit Commission 020 7630 1019
- a local KEIFCA member
- relevant professional bodies or regulatory organisations
- a solicitor
- the Police

If a matter is taken outside KEIFCA, you must take all reasonable steps to ensure that confidential or privileged information is not disclosed. If in doubt, check with the named KEIFCA contacts

Public Interest Disclosure

Public Interest Disclosure Act 1998 gives employees two safeguards in respect of disclosures of information.

- An employee is entitled not be subjected to any detriment by virtue of having made a protected disclosure.
- The dismissal of any KEIFCA employee directly due to the individual having made such a disclosure will automatically be unfair

MEETING LEARNING & DEVELOPMENT NEEDS

Assistance with Part Time and Full Time Study

Managers can agree to give financial support for an employee to complete their studies for qualifications relevant to their career progression and taskings within KEIFCA

Financial support must be agreed with the Officer Manager before entering an agreement with the employee. Facilities for study can include:

Financial Assistance

Fees

Full registration, course, exemption, student membership of professional body and examination fees.

Subsistence Expenses

Subsistence expenses and 'out of pocket' expenses are not normally paid.

Books and Materials

Financial assistance towards the cost of books and materials may be given at the manager's discretion.

Time off for Study

Time off to study should be agreed between the employee and their manager. Certain young employees aged 16 to 18 have a statutory right to reasonable paid time off to study or train for a relevant qualification which will help them towards achieving a certain standard in their education.

Day Release

Where required day release will normally be given.

Study Leave

At CIFCO's discretion

Exam Leave

Paid leave for each exam day for first day of taking leave

Residential Training

- Release for the days required where they fall on a normal working day.
- The fees of the school will be paid.

Part-Time Staff

Part-time staff attending recognised learning and development courses during their normal working day will be paid their normal daily rate (i.e. plain time).

Where training takes place on a day not normally worked or the employee works over and above their normal working hours, the individual will receive time off in lieu.

Pay Progression

There is no automatic right to pay progression as a result of qualification.

Training Contract & Form of Undertaking

The terms and conditions of formal/professional training should be agreed in a training contract and a form of undertaking signed prior to commencement. See Appendix 1

Where an employee fails to sit an exam or shows unsatisfactory progress without good reason, the manager may withdraw the facilities provided. Financial assistance may also be recovered in certain circumstances.

Where an employee is unsuccessful in passing an exam, the manager will consider (in the particular circumstances), whether to continue with assistance for a retake. Should the employee be unsuccessful again, assistance with further retakes will not usually be given.



In return for KEIFCA providing me with financial assistance towards the cost of [tuition fees, registration fees, exam related fees, text books, equipment, or any other expenses approved by KEIFCA in connection with [course of study/training, etc] (referred to in this agreement as “the course”/“the training”) during the period to and/or the [title of exam] (the examination) to be held on

I, [employee name] of [home address] employed by the Kent & Essex Inshore Fisheries and Conservation Authority (KEIFCA) as [Job title], promise KEIFCA as follows –

1 I am bound by and observe KEIFCA’s current terms and conditions relating to learning and development, subject to any modifications made by KEIFCA from time to time;

2 I will produce official receipts for the payment of fees and expenses;

3 I will make every reasonable effort to pass the exam(s)/ successfully complete the course/the training for which financial assistance is granted under this agreement;

4 If I:

- (a) Discontinue the course/the training or fail to show satisfactory progress; or
- (b) Fail to sit the exam(s) on the date shown or by an agreed time after that date, taking account of all circumstances (e.g. illness, maternity leave);

I will refund KEIFCA upon request either the whole amount paid to me/on my behalf as financial assistance or such proportion of that amount KEIFCA may determine. I understand that it rests with me to make application for the amount of refund to be reduced;

5 If I terminate my employment with KEIFCA before sitting the exam(s)/completing the course of study or training, I will immediately refund KEIFCA the whole amount paid [to me/on my behalf] as financial assistance or such proportion of that amount determined by KEIFCA. I

understand that it rests with me to make application to have the amount of the refund reduced and exceptions to this condition are set out in paragraph 7

6 If I terminate my employment with KEIFCA within two years of the exam(s) result/the date of completing the course/the training being notified, I will immediately refund KEIFCA a sum equivalent to the whole amount paid [to me/on my behalf] as financial assistance. The amount will be reduced by one-twenty-fourth for each completed month of service after notification of the [exam(s) results/completion of the course/ completion of the training]. Exceptions to this condition are set out in paragraph 7.

7 The exception referred to in paragraphs 5 and 6 is:

- having [passed the exam(s)/successfully completed the course/ successfully completed the training] I leave KEIFCA’s service because there is no vacancy within the Council that KEIFCA considers could be offered to me or calls for the qualification I have obtained/training received, in which case no refund will be required;

8 I accept KEIFCA may, at its discretion, retain the full amount or part of any refund due to be made under the terms of this agreement from my salary, emoluments or other expenses.

If such deduction would cause severe hardship to me, KEIFCA may determine some other method of repayment. If the refund I am due to make under the terms of this agreement exceeds the amount of money owed to me by KEIFCA on termination of my employment, I agree to repay the excess over a period of time determined by KEIFCA.

SIGNED:

DATE:

Address:
.....

Witnessed by:
.....

Address:
.....

UNIFORMED OFFICERS' DRESS CODE

Introduction

The aim of this document is to outline the principles for high standards of appearance expected of all KEIFCA personnel. This is so that we achieve the organisational values of being 'collaborative' and 'professional' which staff helped to set out in 2012; and to ensure we promote the KEIFCA 'brand' which has been so effectively established in the Communications Strategy. It helps to show that all of the staff belong to a single joined up organisation.

KEIFCA has organisational responsibility for the health and safety of all staff. Adherence to this code will ensure company compliance with Health and Safety legislation and minimise health and safety risk to officers and staff.

The uniform provided by KEIFCA enables officers to carry out their duties effectively and safely. Wherever possible, KEIFCA would like to ensure that the needs of all personnel are met and so individual requirements will be considered in order to make reasonable adjustments.

Managers Responsibilities

All line managers are responsible for ensuring all officers achieve the high standards of appearance set out in this document and should give recommendations and guidance where necessary.

Where the dress and/or appearance of an officer or member of staff does not meet these principles, the line manager should discuss this with the individual and explain the standards expected.

General Appearance

The standard of appearance of all staff who represent KEIFCA is expected to portray a professional image at all times. A smart, professional, clean and tidy standard of dress and personal appearance should be maintained unless duties dictate otherwise.

Hair

Hair should be neat, and long hair should be secured in such a way that it cannot be grabbed or caught in machinery.

Facial Hair

Beards and moustaches should be kept neat and tidy.

Jewellery

Officers are expected to present themselves in a professional manner at all times and are asked that they ensure that any jewellery or accessories they wish to wear reflect this.

KEIFCA does not accept responsibility for damage, loss or theft of jewellery.

Provision of Uniform

Uniform and protective equipment is provided by KEIFCA on a regular basis

The provision of uniform and protective equipment is dependent upon the duties carried out by the individual.

Wearing of Uniform

Uniformed officers should wear uniform issued and approved by KEIFCA unless they are engaged on specialist duties e.g. cockle surveys.

Uniform should be clean and presentable.

General uniform (polos)

The following uniform should be worn by all uniformed officers operating at sea or on shore as a general day uniform (i.e. non-formal occasions); issued polo shirt and issued black cargo trousers. In hot weather officers may wear issued white shirts both at sea and ashore, and whilst at sea, issued black shorts but all officers should wear the same when dealing with the public.

General uniform is intended to provide officers with a robust and practical uniform that allows officers to undertake a wide range of office-based and field-based tasks whilst keeping the white uniform smart.

White uniform (whites)

The smart white uniform should be worn as the default uniform at external facing events where you are representing the Authority and we want to portray a professional image:

- Authority meetings
- Court proceedings
- Attending local or regional meetings,
- Interviewing suspects,
- Interviewing job applicants,
- or as directed

Issued white dress shirt and black tie, issued black dress trousers, issued blue RN pullover. In hot weather the black tie and RN pullover are discretionary but all officers should wear the same.

Outer Wear

Issued pullovers, fleeces and outer coats are additional and should be worn when necessary or instructed.

Suits/Smart casual

For external national meetings, professional or casual business attire may be worn as appropriate (i.e. TAG meetings, conferences, workshops etc).

Footwear

For day to day wear and legal proceedings officers should wear issued black safety boots/shoes

For office based activities officers should wear issued black safety boots/shoes or may wear smart black shoes at their own discretion.

Safety rigger boots and safety wellington boots shall be worn as necessary

Shoes and boots should be maintained in good clean condition

Headwear

Black caps and wool hats are issued for use when necessary.

Wearing of other types of headwear such as hard hats and bump caps will be dictated by the hazards presented by the activity undertaken. These will be based on a risk assessment.

High Visibility Clothing

Wearing of a high visibility garment is at the discretion of the individual, except where specific instructions are given (such as in certain ports) or required by risk assessment.

Lifejackets

Issued shore lifejackets are to be worn when instructed. Whilst working on patrol vessels, lifejackets are provided aboard which comply with MCA requirements and these should be worn as specified in patrol vessel risk assessments.

Warrant cards and notebooks

Warrant cards and notebooks should be carried at all times whilst at work.

Exclusions from Standards Policy

Officers may be excluded from the standards of dress and appearance when they are pregnant, on medical grounds, engaged on specialist duties or have the approval of a line manager.

LEAVING THE AUTHORITY

This section describes the various circumstances in which an employee may leave the organisation.

Employees must give contractual notice of their intention to resign. Where KEIFCA give notice statutory, provisions must be observed where they exceed the contractual provisions.

Staff may voluntarily retire from age 55. Between age 50 and 54 staff may apply to take early voluntary retirement although no guarantee will be given.

Employee Giving Notice

An employee should give written notice to their line manager of their intention to leave, which must include their agreed last day of employment with KEIFCA

Staff on Grade KR8 and below	1 month
Staff on Grade KR9	2 months
Staff on Grade KR10 and above	3 months

Withdrawal of Notice

KEIFCA is under no obligation to agree to a request to withdraw notice, where a withdrawal of resignation is not agreed the employee may raise this as a grievance.

Employer Giving Notice

Statutory notice must always be given (including dismissal resulting from disciplinary action) where it exceeds the KEIFCA's own. Statutory notice requirements are as follows:

Continuous Service	Notice
1 month but less than 2 years	1 week
2 years but less than 12 years	1 week for each year of continuous employment
12 years or more	Not less than 12 weeks

Last Day of Service

The last day of service will be the last day actually worked (including any outstanding leave). Final salary payment will be made to the bank or building society in the normal way regardless to the date the employee leaves in the month (providing payroll deadlines are met).

RETIREMENT

Retirement Age

Following the removal of the default retirement age (DRA) KEIFCA no longer has a mandatory retirement age for employees. For employees who are members of the Local Government Pension Scheme (LGPS) retirement at 65 provides an immediate entitlement of pension benefits.

Voluntary Retirement

Between the ages of 55 and 65 an employee may leave, taking immediate pension benefits, although this may be appropriately reduced in accordance with the Local Government Pension Scheme (LGPS). You can, via the Office Manager, request a pension estimate providing this is no more than 6 months before your date of leaving (55+). Pension benefits taken after the age of 65 will be appropriately increased.

Flexible Retirement

Providing there is no detrimental effect on the service, scheme members aged 55 or over can request to reduce their hours or change to a lower graded role and elect to take all or part of their pension benefits even though they have not actually retired. For pension benefits based on service prior to 1 April 2008 there is no option to take part benefits. There must be a reasonable reduction in hours or grade e.g. to half time, 4 days from 5 (based on a 37 hour week). If the employee is under the age of 65 at the date they receive payment of these benefits they may be actuarially reduced. Applications for flexible retirement must be approved by KEIFCA Authority Members. Details can be obtained from the Chief Fishery Officer.

Applying For Early Voluntary Retirement

Scheme members between 55 and 59 will no longer need their employer's permission to retire and can receive immediate payment of their pension benefits. However, the pension benefits payable would be subject to a reduction to allow for early payment. The extent of the reduction will be based on the Government Actuary Department (GAD) guidance on pension reduction factors. Employers have the discretion to waive these reductions however KEIFCA will not agree to waive any actuarial reduction applied to benefits paid early to both active and deferred members unless there are exceptional circumstances.

Calculating Pensions Benefits

The Authority will meet the full costs of releasing the pension benefits early.

The Pension Section will calculate the pension benefit. From 1 October 2006 the '85 year rule' will no longer apply but existing members of the LGPS as at 30 September 2006 will be covered by transitional protection.

For all other employees early payment of benefits on voluntary retirement before age 65 will result in actuarial reduction to both the pension and lump sum, regardless of how long they have been in the scheme.

Early Retirement – Medical Grounds

Employees, with 3 months or more pensionable service who retire early as a result of being unfit to permanently carry out their job, will be entitled to receive payment of pension benefits on receipt of an ill-health certificate. The ill health certificate must be signed by an Independent Registered Medical Practitioner. Employees with less than 3 months service will receive a refund of their contributions.

Pension benefits are calculated on a tiered basis based on an individual's ability to be capable of undertaking gainful employment. 'Gainful employment' is paid employment for not less than 30 hours in each week for a period of not less than 12 months.

Early Retirement – Redundancy or Efficiency Grounds

Redundancy early retirements can only occur in situations where the statutory definition of redundancy is met. Efficiency early retirements should only be agreed where savings (both qualitative and quantitative) can be demonstrated and there is an overall benefit to the organisation.

An example of an efficiency retirement might be where a job has changed, requiring the use of different skills or new technology, which the employee, through no fault of their own is unable to adapt to. This should not be used as an alternative way of dealing with poor performance. The Authority will meet the full costs of releasing pension benefits early on the grounds of efficiency and redundancy.

For scheme members age 55+ with 3 months or more pensionable service or who have less than 3 months but have transferred in previous pension rights who are made redundant or are retired early in the interest of efficiency, the pension benefits are payable immediately.

Personal Files Of Ex-Employees

Personal files are retained for a minimum of six years after termination of the individual's employment with KEIFCA.

At the end of the six-year retention period, the files are reviewed prior to disposal. Files of potential historical significance, such as those of particularly notable individuals or most senior staff, are identified at the outset for permanent preservation. These files will not be made available for public research until 101 years from the date of birth of the person concerned.

Other files of continuing administrative significance are also identified by Employee Services and marked for retention until the employee would have reached retirement age, after which they will normally be destroyed.

Giving References

There is no statutory or contractual obligation to provide references for either current or ex-employees although it is general practice to provide them when requested.

Outstanding Payments

In the unfortunate event that an employee dies in service, all payments in respect of salary are normally paid to the next of kin (usually the widow, widower, civil partner or nominated co-habiting partner).

In some cases, however, the next of kin may not be immediately clear a delay may occur in establishing the beneficiary of the estate (whilst letters of administration, etc. are sought).

Legislation 2 allows payment, without probate, 'to persons appearing to be beneficially entitled thereto, to relatives or dependants of the deceased' provided the sum involved is less than £5,000.

In these cases the Chief Fishery Officer may authorise payment to a named individual, the person receiving payment will be asked to complete a form of indemnity and declaration that in the event that they should not have received the amount given, they will repay it.

Death Grant

Where the employee is a member of the Local Government Pensions Scheme, regardless of the total period of scheme membership a lump sum death grant is payable. In order to simplify the payment of the benefit and to ensure it is paid to the person you want to receive it then please ensure an Expression of Wish for Payment of Death Grant form is completed or updated (available from www.kentpensionfund.co.uk). KEIFCA, as the Administering Authority, has total discretion to whom payment of the death grant should be made, and have an established policy (a copy of which can be obtained from the Pensions Section).

In addition, if the scheme member is married, has a registered civil partner or qualifying nominated co-habiting partner (this must have been registered with the Pensions Section by the completion of the Nomination of Cohabiting partner form (available from www.kentpensionfund.co.uk) a spouse's pension will be due. If the scheme member had an eligible dependent child or children there will also be a child's pension payable. It is vital, therefore, to establish whether there is a spouse, civil partner, nominated co-habiting partner and/or eligible dependent children, a next of kin, or if different, the legal personal representative. Even if there is no entitlement to a spouse's and/ or eligible dependent children's pension,

the next of kin must still be established in order to complete any associated administrative processes.

Full details of the Local Government Pension Scheme can be found on: www.kentpensionfund.co.uk or advice can be obtained from the Pensions Section, based at Brenchley House, Maidstone.

DRAFT

Occupational Health and Safety Policy Statement

This Health and Safety Policy Statement recognises KEIFCA's obligations under the Health and Safety at Work Act 1974. KEIFCA has a moral and legal obligation to safeguard, as far as is reasonably practicable, the health, safety and welfare of their employees and anyone who may be affected by the actions of the Company, its employees, or as a result of KEIFCA activities. You are required to comply with these health and safety responsibilities as part of your employment contract.

KEIFCA fully accept their obligations and responsibilities, which will be achieved by:

1. Meeting its responsibilities as an employer to do all that is reasonably practicable to prevent accidents, injuries and damage to health.
2. Providing and maintaining safe working environments that are without risks to health, safety and welfare. Limiting adverse effects on and adjacent to the area in which those activities are carried out.
3. Ensuring all employees play an active part in the health and safety of the Authority by consulting with them and providing them with adequate information, instruction, training and supervision for them to understand their role within the Authority.
4. Setting standards that comply with the relevant legal and statutory requirements relating to health, safety and welfare with regard to the effect on employees, contractors, visitors and the public.
5. Safeguard employees and others from foreseeable hazards connected with work activities, processes and working systems.
6. Setting Health and Safety Targets and Objectives which will be periodically reviewed.
7. Ensuring that hazardous areas are kept secure from the public, employees or contractors that are not required to enter them.
8. Ensuring that when new substances, plant, machinery, equipment, processes or premises are introduced, adequate guidance, instruction, training and supervision are provided for safe methods of work to be developed.
9. Ensuring that all plant and equipment is maintained in a safe condition and is subject to routine and statutory inspections and examinations.

10. Employees are required to cooperate with the Authority not only to ensure their personal safety, but also to ensure they are not prosecuted for breach of legislation or have disciplinary action taken against them by the Authority for breach of company rules. The Authority will communicate the Health and Safety Policy to all employees and it will be freely available to customers, shareholders and the general public. This policy will be reviewed annually and updated as required to conform to current legislation.

11. This Policy, supported by documented Instructions, Procedures and Organisational Arrangements, is to be applied to all activities carried out by the Company.

The Merchant Shipping and Fishing Vessels (Health and Safety at Work) Regulations 1997 (SI 1997 No. 2962)

The policy of KEIFCA is to conduct its activities taking full account of the health and safety of its employees and of all persons using or connected with the KEIFCA and with due regard for the protection of the environment.

In implementing this policy, KEIFCA will ensure that the FPV Ken Green and FPV Tamesis are, at all times, properly maintained and operated by qualified personnel in full compliance with relevant legislation.

In particular the KEIFCA will carry out an assessment of the risks to the health and safety of workers and others affected by the undertaking, and will take the necessary measures to minimise the risks identified.

The Master of the Vessel retains the authority to make all decisions with regard to the safety of the vessel and all persons on board whilst at sea.

KEIFCA's General Statement of Policy on 'Health, Safety and Welfare at Work sets out management commitments, individual employee responsibilities and outlines the organisational structure and arrangements in place to fulfil health and safety responsibilities. You are required to comply with these health and safety responsibilities as part of your employment contract.

DRIVING AT WORK

KEIFCA has a responsibility in law to ensure that you are driving safely and that the vehicles you are driving are safe to drive.

KEIFCA has its own vehicles available to all staff. It is expected that you will use these vehicles to carry out any duties involving a need to travel whilst at work for business purposes

All vehicles are serviced and maintained as recommended by the manufacturer and have breakdown cover available. The vehicles will receive a basic safety check at least once per month using a checklist (appendix 1).

Employees may wish to carry out their own safety checks using appendix 1. These sheets must be dated and signed and given to the Office Manager.

If there are any faults found when carrying out the checks, they should be entered on the sheet and you should either take steps yourself to correct them (top up coolant levels, reposition mirrors etc) or make the office aware so that they can arrange to have the fault corrected. Verbal reporting of a defect without completing the form is not acceptable. Do not use the vehicle if you are unable to correct the fault yourself.

Some of the items on the safety checklist (tyres and lights) if not at correct levels or working, will mean that, aside from putting you at risk when you drive the vehicle, if you are stopped by the police you are the person who will receive points on your licence for the offence not KEIFCA.

If KEIFCA receive a penalty notice for any vehicle for speeding or parking infringements then it is the responsibility of the driver of the vehicle at that time to pay it.

As the driver of an Authority vehicle then you, the driver, are responsible for ensuring that you:

- do NOT drive under the influence of alcohol, as even a small amount will affect judgement (NB: bear in mind the possible effects of alcohol drunk the day before);
- do NOT drive under the influence of any substance that may cause drowsiness (check with a Pharmacist or GP), or affect judgement;
- act in accordance with risk assessment requirements;
- allow adequate time for journeys;
- notify your line manager of any endorsement, pending prosecution or change in medical condition, which may be added to your driving licence or affect your ability to drive;

- only use mobile phones or other communication equipment when it is safe to do so and as required by the law.
- Participate in any mandatory driver-training programme, as appropriate.
- meet the minimum eyesight standard required for driving i.e. read a standard height number plate at 67 feet (approx. 20.4 metres), with glasses, if needed (if glasses are needed, they must be worn for driving);

We will ask you to provide evidence that you are legally entitled to drive by asking to see your driving licence.

If you are not able to use one of the Authority's own vehicles and use your own car then you, the driver, are also responsible for ensuring that you:

- hold a full, current driving licence for the class of vehicle used (we will ask to see a copy of this);
- use a suitable and roadworthy vehicle for the task;
- have the correct, legally required, documentation for the vehicle used i.e. MOT (where applicable) and Road Tax;
- have business insurance when driving your own vehicle;

We will ask you to confirm that you have documentary evidence of your entitlement to legally use your vehicle(s) on the Authority's business.

What should I do if I have an accident?

KEIFCA requires drivers to report their involvement in any road traffic accident whilst travelling on KEIFCA business. This report must be made to the ACIFCO or CIFCO within 24 hours of the incident, or as soon as possible (for example if the driver takes time off sick as a result of an accident).

Appendix 1

Vehicle Safety Checklist	√
Reg no: _____	
Tyres (including spare): <ul style="list-style-type: none"> ▪ are undamaged, ▪ have the correct tread depth ▪ have the correct pressure 	
Oil levels are correct	
Coolant levels are correct	
Windscreen wash levels are correct	
Brakes are working	
Check lights and indicators are clean and working	
Windscreen and windows are undamaged	
Washers and wipers are working	
Mirrors correctly positioned.	

Signed: _____

Dated: _____

Faults reported to _____

on _____