SUDBURY TOWN COUNCIL
MINUTES OF THE MEETING OF THE POLICY AND RESOURCES COMMITTEE HELD IN SUDBURY TOWN HALL ON THURSDAY 22ND OCTOBER 2026 AT 6.30PM

Committee members present: Mrs M Barrett – Chair
Mr N Bennett
Mr S Hall
Mr T Regester
Mr A Stohr

Officers in attendance: Mr C Griffin – Town Clerk
Mrs C Morgan – Deputy Town Clerk

1. SUBSTITUTES AND APOLOGIES

Apologies were received from Councillors Mr K Graham, Mrs J Osborne and Mr A Welsh. Mr N Bennett was the substitute for Mr A Welsh.

2. DECLARATIONS OF INTERESTS

Councillor Mr T Regester declared that he was a Babergh District Councillor.

3. DECLARATION OF GIFTS AND HOSPITALITY

No declarations of gifts or hospitality were made.

4. REQUESTS FOR DISPENSATION

No requests for dispensation had been received.

5. MINUTES

RESOLVED
That the minutes of the Policy and Resources Committee meeting held on the 16th July 2026 be confirmed and signed as an accurate record.

6. ACTIONS FROM THE PREVIOUS MEETING

The Town Clerk confirmed that the draft policies from the previous meeting had been adopted by the full council in September.

7. TO REVIEW AND APPROVE THE DRAFT TRAINING AND DEVELOPMENT POLICY

The draft Training and Development Policy had been circulated with the agenda and each paragraph was reviewed by the committee on the display screen.

RESOLVED
To recommend that the full council adopt the Training and Development Policy shown at pages 970 to 973.

8. TO REVIEW AND APPROVE THE DRAFT TRAINING AGREEMENT

The draft Training Agreement had been circulated with the agenda and each paragraph was reviewed by the committee on the display screen.

RESOLVED
To recommend that the full council adopt the Training Agreement shown at page 974.

9. TO REVIEW AND APPROVE THE FLEXIBLE WORKING POLICY

The draft Flexible Working Policy had been circulated with the agenda and each paragraph was reviewed by the committee on the display screen.

RESOLVED
To recommend that the full council adopt the Flexible Working Policy shown at pages 975 to 980.

10. TO REVIEW AND APPROVE THE DRAFT HOLIDAY POLICY

The draft Holiday Policy had been circulated with the agenda and each paragraph was reviewed by the committee on the display screen.

RESOLVED
To recommend that the full council adopt the Holiday Policy shown at pages 981 to 985.

11. TO REVIEW AND APPROVE THE DRAFT BUSINESS ETHICS POLICY

The draft Business Ethics Policy had been circulated with the agenda and each paragraph was reviewed by the committee on the display screen.

RESOLVED
To recommend that the full council adopt the Business Ethics Policy shown at pages 986 to 992.

DRAFT

12. TO REVIEW AND APPROVE THE DRAFT WHISTLEBLOWING POLICY

The draft Whistleblowing Policy had been circulated with the agenda and each paragraph was reviewed by the committee on the display screen.

RESOLVED
To recommend that the full council adopt the Whistleblowing Policy shown at pages 993 to 996.

13. TO REVIEW AND APPROVE THE HARASSMENT AND BULLYING POLICY

The draft Harassment and Bullying Policy had been circulated with the agenda and each paragraph was reviewed by the committee on the display screen.

RESOLVED
To recommend that the full council adopt the Harassment and Bullying Policy shown at pages 997 to 1,002.

14. TO REVIEW AND APPROVE THE DRAFT EQUALITY, DIVERSITY AND INCLUSION POLICY

The draft Equality, Diversity and Inclusion Policy had been circulated with the agenda and each paragraph was reviewed by the committee on the display screen.

RESOLVED
To recommend that the full council adopt the Equality, Diversity and Inclusion Policy shown at pages 1,003 to 1,008.

The meeting concluded at 8:15 pm

……
Chairman

DRAFT

SUDBURY
TOWN COUNCIL

TRAINING AND DEVELOPMENT POLICY

DRAFT

1. INTRODUCTION

1.1. Sudbury Town Council (STC) understands the importance of having a clear training and development structure in place within the Council. STC wants you to have the skills necessary to carry out your roles to the best of your ability. STC wants to provide opportunities for training which help you develop and grow.

1.2. This Policy:

- Explains the principles that underpin our approach to training and development
- Sets out the different types of training we can offer.
- Explains the interplay between training and development, and our appraisal structure
- Sets out the process for you to request training
- Explains how we approach time off for, and paying for, external training

1.3. This Policy applies to all employees of STC. It does not generally apply to workers, agency staff, self-employed contractors or volunteers (although we may offer training to any of these categories of person).

1.4. This Policy does not form part of your contract with us. We reserve the right to amend or remove it.

2. OUR TRAINING AND DEVELOPMENT PRINCIPLES

2.1. STC is guided by the following principles:

- We will conduct a cost/benefit analysis on each occasion when responding to requests for training. All training must deliver a net benefit to the business of STC.
- We will communicate the aim of your training to enhance your learning experience.
- We will not discriminate in the provision of training. We will ensure that all employees have access to training and support in their development.
- We will make reasonable adjustments where necessary to the content, timing and location of training courses to support those with disabilities.
- We will have a joined-up approach between our appraisal process (which is the basis of our assessment of development) and the organisation and provision of training.
- We may refuse training requests if you are under investigation in relation to a disciplinary matter, if you are absent from the Council for a long period of time or if you have given or received notice of termination of employment.
- We will seek feedback from you on the effectiveness of both internal and external training.

3. STC'S APPROACH TO TRAINING

3.1. STC will follow a four-step approach when considering a training need:

DRAFT

- **Assess:** We will always start with an assessment of the training need. This will be done in different ways, depending on the type of training involved. For example, it may be done by way of a one-to-one discussion between you and your line manager; it may come out of the appraisal process; it may form part of a performance management process; or it may be a more general form of training for a group within the workforce.

- **Design/source:** Having decided that a training need exists, we will design or source the relevant training. We will have regard to our own internal expertise and capabilities. We will, if appropriate, engage with external organisation for training delivery.

- **Deliver:** We will deliver the agreed training – either internally or externally – in a timely manner and in a way which is accessible to all to whom it applies.

- **Evaluate:** We will seek feedback from course attendees regarding the effectiveness of the training provided and any areas where it could be improved.

4. DIFFERENT TYPES OF TRAINING

4.1. There are several different types of training which may be applicable to employees, including:

- **Induction training –** New employees and those moving to new roles with us will normally have induction training. This will train you on our systems and equipment, provide relevant contact details and introduce you to the business. Certain training courses, professional certifications or qualifications may be a requirement of your role or a condition of your employment. Where this applies, you will be informed of the specific requirements either in your contract of employment, job description, or by your manager.

- **Employee relations training –** From time to time, we may implement training courses in key areas of employee relations. We want all our employees to be aware of their legal obligations and the standards of behaviour which we require them to uphold.

- **Health and safety training –** We will provide training in all relevant areas of health and safety to ensure a safe place and safe systems of work for all.

- **Management training –** We will provide training for your managers to make sure that their management skills are developed and kept up to date. We will use training to make sure that they have a clear understanding of key employee issues.

- **Technical training –** It is of key importance that you have the skills necessary to do your job well. Through the appraisal process and the performance management process, we will highlight any technical training needs and aim to provide training in the identified area.

- **Team training –** We will assess training and development needs at a team and department level and, where appropriate, deliver team/department training on key issues. This may include team building training events to develop group ethos.

DRAFT

5. HOW WE WILL IDENTIFY TRAINING NEEDS

5.1. We will use our appraisal process to identify training needs. Where a performance issue is identified, we will consider whether training is required/suitable.

5.2. We encourage you to communicate any training or development needs you believe you may have. Any request for training should be made to your Line Manager.

6. PRACTICAL CONSIDERATIONS IN RELATION TO TRAINING AND DEVELOPMENT

6.1. The following practical considerations should be borne in mind in relation to training and development:

- All training courses attended should be logged with the Town Clerk / Deputy Town Clerk and listed in appraisal documentation.
- You should, as soon as possible, tell your Line Manager/ the course organiser about any adjustments needed to help you attend any training session.
- You are responsible for organising your attendance at any external training. Reasonable expenses may be recoverable – please check with your Line Manager before committing to any cost.
- If you fail to attend a training session without good reason, we may deduct the cost of such training from your wages (or, if you are no longer employed by us, require you to repay us).
- If we ask, you must agree to enter into a separate Training Fees Agreement in relation to external training courses.

DRAFT

Policy Name	Training and Development Policy
Current Status	Draft
Approved	
Next Review Date	September 2031
Policy Owner	Deputy Town Clerk

SUDBURY TOWN COUNCIL

TRAINING COSTS AGREEMENT

In consideration of the training which I will be receiving from [insert training provider name], I agree to remain employed by Sudbury Town Council for a minimum period of [insert duration] after completion of the training.

The full cost of the training is £[insert amount].

This training will end on [insert date] and if I leave my employment (subject to the provisions below), I undertake to refund to my employer all, or a proportion of, the costs incurred based on the following scale:

- before commencement of the course but after fees, etc have been paid – 100% of the liability which remains subsequent to attempts to recover any costs from the training provider
- at any point during the course, or within three months after course completion – 100%
- more than three months since completion but less than six months since completion – 50%
- more than six months but less than 12 months since completion – 25%.

No repayment will be necessary in the event that employment terminates due to redundancy.

In the event of my failure to pay, I agree that my employer has the right as an express term of my contract of employment to deduct any outstanding amount due under this agreement from my salary or any other payments due to me on the termination of my employment in accordance with the legislation currently in force.

Should my final pay be insufficient to cover the total amount outstanding, I agree to make a separate payment within [insert number] days after my employment has ended or to repay in accordance with a repayment schedule which may be agreed with Sudbury Town Council. Should I fail to make payment within [insert number] days, or in accordance with the agreed repayment schedule, I understand that Sudbury Town Council may take legal action to recover the amounts outstanding.

I agree that I must repay 100% of the amount received, if I do not, in the reasonable determination of my manager, make all reasonable efforts to:

- attend for relevant examinations
- make reasonable efforts in my studies
- complete the course.

Employee signature:	
Date:	
Employer signature:	
Date:	

DRAFT

SUDBURY
TOWN COUNCIL

FLEXIBLE WORKING POLICY

DRAFT

1. INTRODUCTION

1.1. Flexible working is the idea that your working life can, with agreement, be adapted to suit your needs and preferences. This may mean a change to the hours that you work, your start and finish times, your days of work or the place where you work. Sudbury Town Council (STC) recognises the benefits of flexible working and will consider all flexible working requests with an open mind. However, we will need to balance the request against its effect on the business and its impact on other staff.

1.2. This Policy:

- Sets out your legal entitlement to make a flexible working request
- Explains how such a request should be made and the procedures we follow
- Sets out the circumstances where we may decline your request
- Explains what happens if a request is approved

1.3. This Policy applies to all employees.

1.4. This Policy does not form part of your contract of employment. We reserve the right to amend or remove this Policy.

1.5. This Policy sets out the formal process by which you can request flexibility at work. Before you make a formal flexible working application, we suggest that you discuss any request for flexibility informally with your Line Manager.

2. WHAT IS FLEXIBLE WORKING?

2.1. Flexible working might involve reducing or varying your hours or the days that you work or changing the location from which you work. There are lots of options, including:

- Part-time working
- Term-time working
- Annualised hours
- Compressed hours
- Flexitime
- Hybrid, home or remote working
- Job sharing

3. WHO CAN MAKE A FLEXIBLE WORKING REQUEST?

3.1. All employees have the right to make a flexible working request. Normally only two requests can be made in each 12-month period. But if you qualify as disabled, you can make requests to work flexibly as a 'reasonable adjustment', and you can do that more than twice a year.

DRAFT

4. HOW SHOULD A REQUEST BE MADE?

4.1. Under the formal flexible working regime, a request for flexible working must be sent to your Line Manager in writing and must:

- State that it is a flexible working request
- Be dated
- Set out the change that you want and when you want it to take effect
- State whether you have previously made any flexible working requests, and if so, when

4.2. You can only have one live request at any one time. Once a request has been made, it remains live until any of the following occur:

- A decision about the request is made by us (and any appeal concluded)
- The request is withdrawn
- An outcome is mutually agreed
- The statutory two-month period for deciding requests ends without an agreed extension

5. STC'S APPROACH TO FLEXIBLE WORKING REQUESTS

5.1. STC will deal with flexible working requests reasonably.

5.2. STC will consider the proposed flexible working arrangements, weighing up the benefits to you (and to STC) against any adverse impact that granting your request would have on STC or other staff.

5.3. STC may grant your request in full or in part, or we may refuse it. We may also propose changes to your request for you to consider. You may be asked to complete a trial period before we confirm whether we agree to the changes.

6. MEETING

6.1. STC will usually invite you to a meeting to discuss your request. The meeting will give you the chance to discuss why you are requesting the change, how we can accommodate it, and will allow us to understand how you think such a change will work in practice. We aim to hold a meeting within 28 days of receiving a request.

6.2. STC will write to you with the outcome of your flexible working request, usually within two weeks of having held a meeting with you.

6.3. If STC is happy to agree to the flexible working request, then we will confirm our agreement in writing without the need for a meeting.

7. THE RIGHT TO BE ACCOMPANIED

7.1. You may be accompanied by a colleague or trade union representative at any meeting called under this Policy.

DRAFT

7.2. If you want to exercise this right, you should tell the Town Clerk / Deputy Town Clerk as soon as possible who you want to accompany you. It is your responsibility to arrange for them to attend. If you choose a work colleague, we will not prevent them from attending, but we may rearrange the meeting if their absence from work would cause operational problems.

7.3. Your colleague or union representative can, if you'd like them to, explain the key points of your case at the meeting and can respond on your behalf. You can also confer with them during the meetings. However, they must not answer questions put directly to you or try to prevent us asking questions or outlining our points.

8. EXTENDING THE TIME THAT WE HAVE TO DEAL WITH A REQUEST

8.1. If, for some reason, we are not able to make a final decision within two months of the date that you made your request, then we will ask you to agree to extend the time that we have to deal with the request. This might be necessary if, for example, you have appealed against a decision taken to refuse your request or if we have accepted the request on a trial basis but have not made a final decision.

8.2. We will record any agreement to extend time in writing.

9. WHAT WE WILL DO IF WE RECEIVE REQUESTS FROM MORE THAN ONE EMPLOYEE

9.1. We will look at each request individually, on its own merits. Agreeing to one request does not mean we will reach the same conclusion again, nor does it create a right for any other employee. There may be situations when agreeing flexible working with one employee means that others' requests for similar flexible working cannot be granted.

9.2. If we receive several requests from the same business area or team at the same time, and we believe that we will have difficulty in accommodating all requests, then we will speak to each employee with a view to seeing whether a compromise can be reached. If a compromise cannot be reached, then we will look at the requests in order that they were received by STC (unless a competing request is made as a request for reasonable adjustments because of a disability under the *Equality Act 2010*, which will normally take priority).

10. WHAT IF A FLEXIBLE WORKING REQUEST RELATES TO A DISABILITY?

10.1. If you believe that a flexible working request may remove a disadvantage you are placed at in the workplace owing to a disability, then you should contact the Town Clerk / Deputy Town Clerk for further guidance before submitting a formal request under this Policy. We may, with your agreement, seek advice from your doctor or occupational health on the issue.

DRAFT

11. AGREEING A REQUEST

11.1. If we accept your flexible working request, then your new work pattern will form a variation to your contract of employment and will be permanent unless otherwise agreed. We will confirm your new terms in writing.

11.2. We will review your new working pattern with you at regular intervals following the approval of your request to make sure that it is working as expected and meeting the needs and expectations of both you and STC.

12. REJECTING A REQUEST

12.1. STC will try to accommodate flexible working requests where possible. If we cannot accept your request, we will explain why in writing and will rely on one or more of the following reasons:

- It will cost STC too much
- STC cannot reorganise the work among other staff.
- STC cannot recruit more staff.
- There will be a negative effect on quality.
- There will be a negative effect on the ability of the business to meet customer demand.
- There will be a negative effect on performance.
- There's not enough work for you to do when you've requested to work.
- There are planned changes to STC (for example, STC intends to reorganise) and we don't think the request will fit with these plans.

12.2. We will explain why our decision to reject your request for the stated reason or reasons, is reasonable.

12.3. If we reject your request, you have the option to appeal our decision.

13. TRIAL PERIODS

13.1. The legal framework surrounding flexible working does not include any right to agree to the request on a 'trial period' basis. However, it may sometimes be useful for both you and us to 'try out' the new working arrangements before a permanent change is made to your contract of employment. In these circumstances, we may seek to agree a trial period with you. We will not impose a trial period on you. If you reject the offer of a trial period, we will have to agree or reject your flexible working request straight away. If you agree to a trial period, then we will set out this agreement in writing. The letter may also include reference to an extension of the two-month time limit for dealing with flexible working requests (as this period would otherwise continue to run during the trial).

13.2. At the end of any agreed trial period, we will make a final decision on your flexible working request and will communicate this in writing. If we decide to reject your request, then you will have the option to appeal this decision.

DRAFT

14. APPEALS

14.1. You may appeal within one week of our decision. Your appeal should be dated and sent in writing to the person identified in the decision letter. You must explain exactly why you are appealing.

14.2. We will invite you to an appeal meeting. Wherever possible, the appeal meeting will not be led by the manager who held the meeting at which we decided what action to take. You may be accompanied by a trade union representative or work colleague, in line with the process outlined below. Appeals will normally be determined before the end of the 'decision period' (two months from when you sent your initial request) wherever possible. An extension to the 'decision period' may need to be agreed with you.

14.3. Our final decision will be sent to you in writing. We will try to do this within two weeks of the appeal hearing. You will not have any further right of appeal.

15. WITHDRAWAL OF A REQUEST

15.1. You can withdraw a request for flexible working at any time after it has been made, until it has been agreed. A withdrawn request will count as one of the two requests that you are able to make under the statutory scheme in any 12-month period.

15.2. We may notify you that we have decided to treat your conduct as a withdrawal of your flexible working request where either of the following applies:

- You have failed, without good reason, to attend both the first meeting arranged to discuss your request and the next meeting arranged for that purpose.

- We have allowed you to appeal against the rejection of your request and, without good reason, you have failed to attend both the first meeting arranged by us to discuss your appeal and the next meeting arranged for that purpose.

We will notify you in writing if we decide to treat your conduct as a withdrawal of your request.

Policy Name	Flexible Working Policy
Current Status	Draft
Approved	
Next Review Date	September 2031
Policy Owner	Deputy Town Clerk

DRAFT

SUDBURY
TOWN COUNCIL

HOLIDAY POLICY

DRAFT

1. INTRODUCTION

1.1. Sudbury Town Council (STC) understands the importance of spending time away from work. Taking time off on holiday provides a period of leisure time, a break from work and the chance to return relaxed and refreshed.

1.2. This Policy:

- Explains how we will handle requests for holiday
- Sets out the normal rules for taking holiday
- Explains how we calculate holiday pay
- Outlines what will happen if you are sick whilst on holiday
- Explains the impact of other absences from work on your holiday entitlement
- Sets out what happens to holiday entitlement if your employment ends

1.3. This Policy applies to all employees and workers in the business. It does not apply to self-employed contractors. Although we will refer to your 'employment' contract, if you are a worker, technically, you don't have an 'employment' contract, and you should just read this as referring to your contract.

1.4. In this Policy, maternity leave, paternity leave, parental leave, adoption leave, shared parental leave, parental bereavement leave, bereaved partner's paternity leave, neonatal care leave and carer's leave are referred to as **family leave**.

1.5. This Policy does not form part of your contract with us. We reserve the right to amend or remove it.

2. HOLIDAY YEAR

2.1. Our holiday year runs from 1st April to 31st March each year (**Holiday Year**). Your annual holiday entitlement renews at the beginning of each Holiday Year.

2.2. If you start work for us part-way through a Holiday Year, then your entitlement to holiday will be pro-rated during your first year with us.

2.3. Unless this Policy (or your employment contract) says otherwise, holiday entitlement must be taken in the Holiday Year in which it accrues. There is no general right to carry over holiday from one Holiday Year to the next, and it is your responsibility to remember to book and take the holiday. Any holiday not taken in the Holiday Year in which it accrued will generally be lost. You can carry over up to five days of unused holiday from one Holiday Year into the next with the permission of the Town Clerk.

3. HOLIDAY ENTITLEMENT

3.1. Unless otherwise specified in their contract, all employees are entitled to 31 days paid holiday in each Holiday Year with a proportionate (pro rata) amount for part-time staff. If you have continuous service over 5 or 10 years there is an additional holiday entitlement shown below with a proportionate (pro rata) amount for part-time staff. This is your total holiday entitlement and includes all bank holidays, any other public holidays or additional statutory days.

DRAFT

Period of Continuous Service		
0 – 5 years	5 years	10 years plus
31 days holiday	36 days holiday	39 days holiday

3.2. If you work part-time, then your holiday entitlement will be calculated on a pro-rata basis. Our calculation will take account of bank holidays and other public holidays.

3.3. In your first year of employment with us, your holiday entitlement will accrue on a pro-rata basis each month at the beginning of each month.

4. BANK AND PUBLIC HOLIDAYS

4.1. The Council will not usually be open on bank or public holidays.

4.2. In England and Wales, there are usually eight bank or public holidays observed each year. There are Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, the first Monday in May, the last Monday in May and the last Monday in August. If a bank or public holiday falls on a weekend, then it will be observed on the next available working day following that weekend.

4.3. Sometimes an additional public holiday is declared, such as King Charles's Coronation in 2023. When an additional public holiday is declared, we will add this date to your annual holiday entitlement as an additional day. If your holiday entitlement is stated to be 'inclusive of bank holidays', then we will take account of any additional public holidays declared when calculating your overall entitlement by giving you an extra day.

4.4. If you are required to work on a bank or public holiday, then we will allow you to take an alternative day in lieu of the bank or public holiday worked at a time to be agreed between you and your Line Manager, taking account of the needs of the business.

5. HOW IS MY HOLIDAY PAY CALCULATED?

5.1. We will calculate holiday pay at your basic rate of pay.

5.2. We will always pay holiday pay in accordance with legal requirements in place at any particular time. As a result, a decision to reflect certain elements of your remuneration in holiday pay on one or more occasions shall not give rise to an expectation on your part that it will be included on future occasions.

6. REQUESTING HOLIDAY

6.1. We encourage you to take a minimum of two working weeks consecutively during the holiday year, to ensure a proper work break as part of our commitment to staff wellbeing. In exceptional circumstances you may be permitted to take annual holiday in excess of two weeks at the sole discretion of the Town Clerk / Deputy Town Clerk.

6.2. Employees should submit holiday requests as soon as they have chosen their preferred dates and before making any non-refundable bookings. Employees are asked to give as much notice as reasonably practicable, as the earlier holiday requests are submitted, the easier it is for the Council to plan staffing and ensure appropriate cover.

Holiday requests will normally be approved wherever practicable. However, approval may be declined where, for genuine business reasons, it is necessary to ensure that key

DRAFT

operations and services are adequately covered. Employees will be informed of the reason where a holiday request cannot be accommodated.

There is no fixed minimum notice period for holiday requests; however, employees are expected to provide reasonable notice appropriate to the length and timing of the holiday. As a general guide, at least one week's notice should be given for individual days of leave, with as much notice as possible given for holidays of a week or more.

6.3. You must make all requests for holiday leave through Bright HR and in discussion with your Line Manager. Your Line Manager must approve all holiday requests. These are usually considered on a first-come, first-served basis. At popular times of the year – particularly Christmas, Easter and during school holidays – we may need to rotate holiday allocations regardless of who puts in the first request.

6.4. You may sometimes have to take your holiday on dates that STC specify. This is most likely to be when the Council is closed – for example, over Christmas and New Year – or to avoid busy periods, or because you still have not taken all the leave due to you in the current Holiday Year. If you are leaving STC, we may ask you to take your remaining holiday entitlement during your notice period.

6.5. Provided you have sufficient holiday entitlement, we will – wherever possible- try to fulfil requests for time off for a religious occasion. This will, however, be subject to STC work requirements.

6.6. Your Line Manager will always discuss alternative dates with you if we have to turn down a holiday request. If your request is refused and you take time off anyway, we will view it as unauthorised absence and deal with the matter in accordance with our Disciplinary Policy.

6.7. Do not make any travel arrangements or financial commitments until you have received our written confirmation that you can take the time off work. We will not be responsible if you suffer losses because your holiday request is refused, regardless of the reason.

7. ILLNESS WHILST ON HOLIDAY

7.1. If you are ill during a period of pre-booked holiday, then we will allow you to change your time off to sick leave if you provide medical evidence- translated into English if necessary – of your illness or injury. If you do not do this, we will leave your absence categorised as holiday and not sick leave. If your holiday is changed to sick leave, then you must follow the procedure outlined above to book dates for another holiday.

7.2. To receive contractual or statutory sick pay during any period of annual leave that is reallocated due to sickness, you must comply with the Council's Absence Management Policy, including the reporting and certification requirements.

7.3. In this situation, your salary entitlement will convert to sick pay rather than holiday pay, and we may make appropriate adjustments to your salary. That may include claiming back the holiday pay you received and substituting statutory sick pay (or no pay), depending on your entitlements under your contract.

7.4. If you are found to have dishonestly claimed to be sick during a period of holiday, then disciplinary action may be taken against you.

DRAFT

8. HOLIDAYS AND LONG-TERM SICKNESS ABSENCE

8.1. You will continue to accrue holiday during periods of sickness absence.

8.2. You can request holiday in the same way as if you were at work. You will receive holiday pay rather than sick pay for any days approved.

8.3. We are able to designate specific days or weeks during your sickness absence as holiday provided that you give us notice of at least twice the length of the holiday itself. You will receive holiday pay for these days.

8.4. If you are unable to take your statutory annual leave due to sickness absence that spans two Holiday Years, you may carry forward up to four weeks' statutory annual leave into the following Holiday Year. Any leave carried forward will be reduced by the amount of statutory annual leave already taken during the Holiday Year. Where you have already taken four weeks' statutory annual leave, no leave may be carried forward under this provision.

8.5. Any holiday that is carried over during long-term sickness absence must be taken within 18 months of the end of the Holiday Year in which it accrued, or it will be lost.

9. HOLIDAY AND FAMILY LEAVE

9.1. Holiday continues to accrue during periods of family leave.

9.2. If a period of family leave is likely to span two Holiday Years, then you are expected to take all holiday that will accrue in the first of those years before commencing family leave. Any holiday that cannot reasonably be taken before the start of the leave can be carried over to the next Holiday Year. This covers your full annual leave entitlement.

9.3. Any carried-over holiday entitlement must be taken immediately upon return to work following family leave unless other arrangements are agreed with your Line Manager.

10. HOLIDAY AND THE END OF EMPLOYMENT

10.1. If you give or receive notice of the termination of your employment, then we may require you to take any accrued but untaken holiday during your notice period.

10.2. If, on the termination of your employment, you have accrued more holiday than you have taken in the Holiday Year, then we will make a payment in lieu for each day that has accrued but has not been taken. Payment will be processed through payroll.

10.3. If, on the termination of your employment, you have taken more holiday than you have accrued in the Holiday Year, then we will deduct any excess taken from any other sums due to you from us.

10.4. Payments and deductions on termination of employment will each be calculated on the basis of 1/260th of annual salary (or average annual remuneration) for each day.

Policy Name	Holiday Policy
Current Status	Draft
Approved	
Next Review Date	September 2031
Policy Owner	Deputy Town Clerk

DRAFT

SUDBURY
TOWN COUNCIL

BUSINESS ETHICS (ANTI-BRIBERY AND CORRUPTION) POLICY

DRAFT

1. INTRODUCTION

1.1. Sudbury Town Council (STC) has a zero-tolerance policy towards bribery or corruption within the Council. We promote the idea of free and fair competition; we do not want our successes to be tainted by bribery. You have a role to play in helping us conduct our Council activities in a way which is free from bribery and corruption.

1.2. This Policy:

- Explains what is meant by the terms 'bribery' and 'corruption'
- Sets out the legal framework which underpins behaviour in this area
- Explains our commitment as a Council to the prevention of bribery
- Sets out guidance on giving and receiving hospitality and gifts
- Explains the mechanisms by which you are able to report concerns in relation to bribery and corruption
- Sets out the consequences of a breach of this Policy.

1.3. This Policy has been prepared with the full support and involvement of STC Councillors and senior management. STC is committed, from the top down, to promoting a zero-tolerance stance on bribery.

1.4. This Policy applies to any person who provides services for, or on behalf of, STC, regardless of capacity. This may include (but is not limited to) employees, contractors, agency workers, casual workers, interns and volunteers. Town Councillors are covered by the Code of Conduct.

1.5. This Policy does not form part of your contract with us. We reserve the right to amend or remove it.

2. WHAT IS 'CORRUPTION'?

2.1. Corruption is dishonest, illegal or fraudulent conduct by persons in a position of power.

3. WHAT IS 'BRIBERY'?

3.1. Bribery is a form of corruption. It happens when one person gives another person a reward or inducement for acting improperly, illegally or unethically to gain an advantage, whether personal, commercial or regulatory. You do not need to actually give or receive the reward of inducement for this to amount to bribery.

3.2. A bribe does not need to involve money. Offering hospitality, entertainment or gifts can also be classed as bribery if the purpose is to exert influence.

3.3. Examples of behaviour which may amount to bribery include:

- Promising, offering or giving money, hospitality or gifts in the expectation of receiving a business advantage, or because you have already received that advantage

DRAFT

- Accepting or giving hospitality or gifts in the course of commercial negotiations of any kind, including tender processes, if there is any uncertainty about whether doing so could have an impact on the outcome

- Accepting money, gifts or hospitality from anyone you suspect is seeking a business advantage in return

- Accepting hospitality that is excessively extravagant for the context in which it is offered

- Offering gifts to government or other officials, political parties and individual politicians

- Receiving gifts from government or other officials, political parties and individual politicians.

- Offering or receiving gifts in return for the faster or smoother conclusion of a routine transaction or process

4. THE *BRIBERY ACT 2010*

4.1. The *Bribery Act 2010* sets out legal obligations placed on individuals and businesses to prevent bribery and corruption. It contains the following offences:

- Giving or offering a bribe

- Receiving or requesting a bribe

- Bribing a foreign public official

- Liability for businesses who fail to prevent persons associated with them from bribing another person on their behalf

4.2. The first three of these offences relate to personal conduct and liability. The last offence is an example of organisational liability. We will be liable as a Council if we fail to prevent you from bribing on our behalf unless we can show that we had adequate procedures in place to prevent you from doing so. Your understanding of and compliance with this Policy is key to the steps we take to make sure that STC is free from bribery.

4.3. Offences under the *Bribery Act 2010* can be committed in the UK or overseas.

4.4. Breaches of the *Bribery Act 2010* can lead to unlimited fines and/or up to 10 years in prison.

5. YOUR OBLIGATIONS IN RELATION TO BRIBERY AND CORRUPTION

5.1. You have a clear responsibility to act honestly and with integrity in your work for us. It is not acceptable for you (or someone acting on your behalf) to:

- Give, promise to give or offer a payment, a gift or hospitality with the expectation or hope that you or STC will be given a business advantage, or as a reward for a business advantage you have already been given.

- Give, promise to give or offer a payment, a gift or hospitality to a government official, agent or representative to facilitate or speed up a routine procedure

DRAFT

- Accept payment from a person or organisation where it is known or suspected that it is offered or given with the expectation that that person or organisation will improperly obtain a business advantage

- Accept a gift or hospitality from a person or organisation where it is known or suspected that it is offered or provided with an expectation that a business advantage will be improperly provided by the business in return

- Threaten or retaliate against another person to whom this Policy applies who has refused to commit a bribery offence or who has raised concerns under this Policy.

- Engage in any activity that might lead to a breach of this Policy

5.2. In order to help us create an environment which is free from bribery you must:

- Keep full records and receipts of any and all gifts or hospitality given or received, or payments made to any third parties in connection with your work and provide copies to us on request.

- Take the time to read and understand this Policy and to complete any training associated with it.

- Tell your Line Manager or the Town Clerk / Deputy Town Clerk about any activity of colleagues which comes to your attention which you think may be in breach of this Policy as soon as possible using the process set out below.

- Report any approach to offer you a bribe, facilitation payment, kickback or other incentive for the provision of services on our behalf, using the mechanisms set out below.

6. FACILITATION PAYMENTS/KICKBACKS

6.1. Facilitation payments are regarded as bribes. They are payments made to encourage officials to perform a function they are already obliged to do. They are sometimes referred to as 'back-handers'.

6.2. Kickbacks are generally payments made in return for a business advantage or favour. They are also regarded as bribes.

6.3. You must not make any facilitation or kickback payments to any person in return for a service or function. You must not accept any inducement, or anything which could amount to a facilitation or kickback payment, from any third party to perform a function.

6.4. If you are approached and offered a facilitation or kickback payment, then you must report it immediately to your line manager. You must not under any circumstances accept any offer made.

6.5. Be on the lookout for anything which could amount to a facilitation or kickback payment. If anyone asks you to make a payment on our behalf for a routine function, you must consider whether what they are asking for is in proportion to the goods or services involved. Always get a receipt, and if you have any concerns, discuss them with your Line Manager or the Town Clerk / Deputy Town Clerk immediately.

DRAFT

7. STC'S COMMITMENTS IN RELATION TO BRIBERY AND CORRUPTION

7.1. STC does not tolerate bribery and corruption. We make the following commitments:

- We will undertake risk assessments to review the risks of bribery in each key area of the Council and will review such assessments regularly.
- We will make sure that all levels of management are engaged with our approach to bribery and corruption issues.
- We will undertake due diligence when considering potential business partners and new business areas in order to assess the level of bribery and corruption risk involved.
- We will provide regular training on bribery and corruption.
- We will act swiftly and decisively in the event that any breach or potential breach of this Policy is brought to our attention.
- We will not treat you unfavourably for raising any concern in good faith regarding any breach of this Policy.
- We will put in place clear approval procedures for Council expenses, hospitality and gifts.
- We will encourage openness and communication in relation to bribery and corruption issues.

8. NORMAL HOSPITALITY, GIFTS AND ENTERTAINING

8.1. Hospitality, gifts and entertainment form an important part of any business development strategy. Giving and receiving hospitality or gifts will not, in and of itself, amount to bribery. However, expenditure needs to be reasonable and proportionate. You need to be mindful of the level of hospitality being provided or offered and the timing of any hospitality in the context of any key Council decisions or investments.

8.2. Offering hospitality and entertainment to or receiving them from third parties is allowed under this Policy, provided they are appropriate and reasonable in the circumstances and the purpose is to:

DRAFT

- Build or maintain Council relationships
- Enhance or maintain our reputation
- Help market our products and services more effectively

8.3. You may also give and accept gifts, but only if:

- You have the Town Clerk / Deputy Town Clerk's approval each time and all gifts are recorded in the Town Council's gifts book.
- It is not done in order to influence a business/Council decision
- You do not give or receive the gift as a reward for new business or retain existing business
- You do not give or receive the gift in return for any other benefits or favours
- You give the gift on behalf of the Council (it must not be in your own name)
- You do not give cash or any kind of cash equivalent, such as vouchers
- It is not done in secret
- You comply with local laws

8.4. You can reimburse a third party for business-related expenses – for example, the costs of attending a meeting – and you can accept a third party's offer to pay your expenses. This will not normally be bribery. However, a payment made or received that is more than a reasonable or genuine business expense is not acceptable. An example would be payment for an extended stay in a hotel, before or after business has been concluded.

8.5. You must keep written records of any gifts or hospitality you give or receive and declare these. All associated expense claims must give full details of the reason for the expenditure and must be submitted in line with any rules we have on expenses.

9. HOW TO RAISE CONCERNS

9.1. The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for under our control.

9.2. If you believe or suspect that a breach of this Policy has occurred or may occur or if you are offered a bribe or asked to make one, then you should report these concerns in accordance with our Whistleblowing Policy as soon as possible.

9.3. If you are unsure about whether something you have become aware of is a breach of this Policy, then we encourage you to discuss this issue with your Line Manager, or the Town Clerk / Deputy Town Clerk.

9.4. We will not treat you unfavourably for raising a concern in good faith regarding a breach of this Policy. If you feel that you have been unfavourably treated as a result of raising concerns regarding bribery, then you should discuss this issue with your Line Manager or the Town Clerk / Deputy Town Clerk or refer to the Grievance Policy.

DRAFT

10. BREACHES OF THIS POLICY

10.1. Any employee who breaches this Policy may face disciplinary action, which could result in dismissal for gross misconduct. We may terminate our contractual relationship with others who provide services to us and are covered by this Policy if they breach it.

Policy Name	Anti-Bribery & Corruption (Business Ethics) Policy
Current Status	Draft
Approved	
Next Review Date	September 2031
Policy Owner	Deputy Town Clerk

DRAFT

SUDBURY
TOWN COUNCIL

WHISTLEBLOWING POLICY

DRAFT

01787 372 331 | info@sudbury-tc.gov.uk | www.sudbury-tc.gov.uk

1. INTRODUCTION

1.1. This Policy outlines what you should do if you suspect something at work is putting you or others in danger or is illegal or unethical.

1.2. This Policy applies to our employees, workers, officers, consultants, self-employed contractors, casual workers, agency workers, volunteers and interns.

1.3. This Policy does not form part of your contract with us. We reserve the right to amend or remove it.

2. WHAT IS 'WHISTLEBLOWING'?

2.1. Whistleblowing is the name given to the reporting of certain types of wrongdoing by people who work for us. This will usually, although not always, be something you have seen or noticed at work. We aim to maintain high standards of integrity in everything we do. However, all organisations can occasionally be affected by conduct that is dangerous, against the law or that breaches ethical or professional codes. We will take your concerns seriously; they will be thoroughly investigated, and you can be confident there will be no reprisals or retaliations.

2.2. The types of concerns you may want to 'blow the whistle' about include any activity which you suspect:

- Is criminal
- Shows a failure to comply with any legal, professional or regulatory obligation
- Poses a danger to health and safety
- May damage the environment
- May breach our Bribery Policy
- May facilitate tax evasion
- Shows that sexual harassment has occurred, is occurring or is likely to occur
- Shows financial fraud or mismanagement or the deliberate concealment of any of the above matters

2.3. Genuine concerns raised in relation to any of the above are likely to amount to whistleblowing. If you are not sure whether something you wish to raise is covered by this Policy, then speak to your Line Manager or the Town Clerk / Deputy Town Clerk who will be able to provide guidance. If none of these are suitable, you should contact the independent charity Protect that also offers an advice line (020 3117 2520).

3. WHAT SHOULD YOU DO IF YOU HAVE A COMPLAINT BUT ARE NOT 'BLOWING THE WHISTLE'

3.1. If you have a complaint or issue which does not fall into the categories listed above or relates to a purely personal matter, then these should generally be raised using our Grievance Policy. If your complaint relates to the conduct of others towards you, then you should also refer to our Bullying and Harassment Policy and/or Sexual Harassment Policy.

4. HOW TO RAISE A WHISTLEBLOWING CONCERN

4.1. You should usually raise a whistleblowing concern with your Line Manager. This can be done informally and does not need to be done in writing. Your Line Manager can provide advice regarding appropriate next steps. If the matter involves your Line Manager or if the

DRAFT

concern you wish to raise is very serious, then you should proceed immediately to the more formal process set out below.

4.2. If the matter is not or cannot be resolved informally, you should put your concern in writing and send it to the Town Clerk. This can be done either by letter or email. You should state that you are raising a concern under the Whistleblowing Policy. Include as much information as in your correspondence as possible, including facts, events, dates, times and the people involved.

4.3. We will hold a meeting with you to discuss the issues you have raised. You are entitled to be accompanied at this meeting, and any other meetings held under this Policy, by a work colleague or trade union representative. You (and your companion, if appropriate) may be asked to keep the matter confidential whilst an investigation takes place.

4.4. We will investigate your concerns in full. We will keep you informed of our progress insofar as we can, but there may be elements which we decide should remain confidential.

4.5. We will confirm the outcome of our investigation to you insofar as we can. If you are dissatisfied with the process in any way, then you can raise this with the Town Clerk / Deputy Town Clerk and an appropriate person will be appointed to review and investigate as appropriate.

5. CONFIDENTIALITY

5.1. We discourage you from making anonymous disclosures as they are very difficult for us to investigate. We can't properly establish whether allegations are credible without being able to ask you for more details or clarification, and this makes it hard to reach an informed decision.

5.2. We will protect anyone who blows the whistle in good faith, even if we do not agree that the allegations they raise are correct. You should feel able to openly raise issues with us under this Policy. However, we understand that the subject matter covered by whistleblowing can be sensitive. If you are concerned about possible reprisals or retaliations, whether from colleagues or others, you should tell your Line Manager or the Town Clerk / Deputy Town Clerk who will be able to provide you with appropriate support and reassurance.

5.3. The sensitive nature of whistleblowing investigations means that, aside from those involved in the whistleblowing process set out above, we will try to keep your personal involvement confidential. There may be circumstances where we cannot do this, and in those circumstances, we will discuss the matter with you to explain our position.

6. EXTERNAL DISCLOSURES

6.1. This Policy outlines the process for raising, investigating and resolving wrongdoing in the workplace. It is rarely necessary – or, from our point of view, desirable – for anyone outside STC to become involved when a whistleblowing allegation is made.

6.2. In some exceptional circumstances, you may decide to go to an external body – an industry regulator, for example. That might be the case if you believe, for example, that someone senior is involved in a cover-up – but again, it is better to raise the matter internally first. The independent charity Protect (see contact details below) can direct you towards the appropriate regulator for the type of issue you want to raise.

6.3. This Policy covers the actions of third parties such as suppliers, service providers and clients, as well as those of our staff. Should you have concerns about a third party, you are

DRAFT

encouraged to raise them with us before approaching anyone else. Your Line Manager will be able to explain how you should proceed.

6.4. Telling the media about a concern - particularly before or during an internal investigation – is almost never justified or appropriate in any situation. We strongly discourage you from doing so, and we will treat any contact with the press as a serious disciplinary issue justifying dismissal unless exceptional circumstances exist. We would normally expect you to have taken all reasonable steps to deal with the matter internally or with an external regulator and to have taken full advice from a lawyer or from Protect (see contact details below) before being justified in approaching the press.

7. PROTECTION FOR WHISTLEBLOWERS

7.1. If you raise genuine concerns under this Policy, even if you turn out to be mistaken, we will support you and you will not face any action as a result.

7.2. We will not dismiss you, or treat you less well, because you've blown the whistle in accordance with this Policy.

7.3. You must not treat others badly if they have raised concerns under this Policy, nor must you threaten them in any way. You must not seek to discover who a whistleblower is or encourage others to do so. If you do, you may face disciplinary action which could include dismissal for gross misconduct. The whistleblower may also be able to bring legal action against you.

7.4. If you believe that you have been treated badly in any way after having raised a whistleblowing concern with us, then you should raise this matter with your Line Manager and/or raise a grievance under our Grievance Policy.

8. ABUSE OF THIS POLICY

8.1. All whistleblowers must act in good faith. If we believe that you have raised issues under this Policy – which you knew were untrue – in bad faith or maliciously, then we will deal with this as a disciplinary matter under our Disciplinary Policy. You may be subject to sanctions up to and including dismissal for gross misconduct.

9. USEFUL LINKS

9.1. You can get further advice on whistleblowing, confidentiality, and protection from reprisals or retaliations at https://protect-advice.org.uk/. Protect is an independent charity that also offers an advice line (020 3117 2520)

DRAFT

Policy Name	Whistleblowing Policy
Current Status	Draft
Approved	
Next Review Date	September 2031
Policy Owner	Deputy Town Clerk

SUDBURY
TOWN COUNCIL

HARRASSMENT & BULLYING POLICY

DRAFT

1. INTRODUCTION

1.1. Sudbury Town Council (STC) are committed to providing a work environment where everyone is treated with dignity and respect. We do not tolerate bullying and harassment.

1.2. This Policy:

- Explains the concepts of 'bullying' and 'harassment'
- Sets out our expected standards of behaviour
- Sets out the process you should follow if you have a bullying or harassment complaint
- Explains how we will deal with any complaints

1.3. This Policy applies to everyone who works for STC, including employees, workers, agency workers, consultants, casual workers, volunteers and interns.

1.4. This Policy does not form part of your contract of employment. We reserve the right to amend or remove this Policy.

2. WHAT IS 'BULLYING'?

2.1. Bullying is unwanted behaviour from a person or group that is one of the following:

- Offensive, intimidating, malicious or insulting
- An abuse or misuse of power that undermines, humiliates or causes physical or emotional harm

2.2. Bullying can take many different forms. Examples of bullying behaviour include:

- Spreading malicious rumours about someone
- Consistently putting someone down and undermining them
- Deliberately giving someone a heavier workload than everyone else
- Excluding someone from team social events

2.3. Bullying could involve a pattern of behaviour or a one-off incident. It could happen face-to-face, online, by phone or in writing. It can be verbal and non-verbal. It is not always obvious to others.

2.4. Although bullying is often connected to a power imbalance, that does not mean that it always involves a more senior person bullying a more junior person. It can also be directed at someone more senior than the bully. It may take the form of spreading rumours, refusing to follow instructions, undermining authority, making fun of or mocking the more senior person or spreading rumours about them.

2.5. Constructive and fair feedback about your behaviour or performance from your manager or colleagues is not bullying. It is part of normal employment and management functions.

3. WHAT IS 'HARASSMENT'?

3.1. When bullying or unwanted behaviour is related to certain protected characteristics under discrimination law, then we refer to it as 'harassment'. The protected characteristics which apply are:

DRAFT

- Sex (which, under equality law, means biological sex)
- Sexual orientation
- Race (incorporating colour, ethnic origin, national origin and nationality)
- Religion or belief
- Gender reassignment (which covers any person who is proposing to undergo, is undergoing or has undergone a process for the purpose of reassigning their sex by changing physiological or other attributes of sex)
- Age
- Disability (which means someone with a physical or mental impairment which has a long-term and substantial adverse effect on their ability to carry-out normal day-to-day activities)

3.2. Discrimination law also recognises sexual harassment as when:

- someone is subjected to unwanted conduct of a sexual nature; or
- a person is treated less favourably because they have accepted or rejected unwanted conduct, which is either of a sexual nature, related to sex, or related to gender reassignment.

In each case where the unwanted conduct had the purpose or effect of violating the person's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Sexual harassment is considered separately in our Sexual Harassment Policy.

3.3. Harassment in each of the above forms is unlawful.

3.4. It is also unlawful to treat someone badly because they have a complaint of harassment in any form or have helped someone else make a harassment complaint. This is called 'victimisation' and is not tolerated by STC.

3.5. Behaviour can still be harassment even if the person being harassed does not complain or ask for it to stop.

3.6. STC defines harassment as behaviour that creates a hostile, humiliating, degrading or similarly offensive environment related to a protected characteristic. Name-calling, lewd comments, excluding colleagues, making insensitive jokes and displaying offensive material are all examples of harassment.

3.7. Even if you did not intend to harass someone, if your behaviour has this effect on someone else, then you may be found to have harassed them. They may only be a bystander to the behaviour you directed at someone else, but they may still have been harassed.

3.8. The law protects people who are harassed because they are thought to have a certain protected characteristic when they do not or they are linked to someone who has a certain protected characteristic even if they don't have it themselves.

3.9. The equality laws in the UK currently state that sex, for the purposes of protection from discrimination, means biological sex. This means that a trans woman, for examples, falls under the definition of a man for the purposes of equality laws. We are committed to ensuring that this does not in any way diminish the right of our trans colleagues to a working life free from discrimination and harassment. Trans women and trans men working within the business are protected from harassment related to the protected characteristic of gender reassignment, whether or not they are undergoing or have undergone any surgical transition. They are also protected from sex-related harassment based on their perceived sex or their association with that sex.

DRAFT

4. THIRD-PARTY HARASSMENT

4.1. STC want to create a workplace which is free of harassment. This objective extends beyond acts of harassment by those working for us to harassment by third parties such as customers, visitors, clients, suppliers and members of the public.

4.2. You are encouraged to report any third-party harassment you are a victim of, or witness, in accordance with this Policy.

4.3. STC will take active steps to prevent third-party harassment of staff. Action may include, for example, warning notices to customers or recorded messages at the beginning of telephone calls.

4.4. STC will assess the risk of third-party harassment in the workplace and undertake to keep our risk assessment under regular review. STC encourages you to come forward with any areas in which you believe our third-party harassment protection could be improved. You should let your Line Manager know.

4.5. If any third-party harassment of staff occurs, we will take steps to remedy any complaints and to prevent it happening again. Action may include warning the harasser about their behaviour, banning them from our premises, reporting any criminal acts to the police, and sharing information with other areas of STC.

5. OUR POSITION

5.1. STC will not tolerate bullying, harassment or victimisation by anyone working for them.

5.2. STC expects you to treat people with respect and dignity in all communications you have with them, whether face-to-face, over the phone or in writing.

5.3. You are encouraged to report any harassment you are a victim of, or witness, in accordance with this Policy.

5.4. STC are guided by our core values. These values impact the way we view workplace behaviours and our expectations of you. Our managers are trained to recognise behaviours which may amount to bullying and harassment. We will provide regular training to everyone on what our values mean and explain how you must 'live' these values in your interactions with others.

5.5. STC has clear and universal standards of workplace conduct:

- Bad and/or offensive language or gestures of any nature should not be used in the workplace, whether directed at a particular person or not.
- You should not treat a colleague differently because they have raised a complaint of harassment, or you think they might do so, or if they have supported someone else's complaint.
- Inappropriate images or other content should not be viewed or shared at work.
- You should always think before making a joke in the workplace – could anyone be upset or offended by what you say?
- You should never invade colleague's personal space.

DRAFT

- You should not exclude colleagues unfairly from discussions or events.
- You should not use crude humour.
- You should not use an aggressive tone or aggressive language when speaking with colleagues.
- You should not be physically aggressive towards colleagues.
- You should not mock, mimic or belittle colleagues in relation to any protected characteristics or otherwise
- You should not gossip about your colleagues.

5.6. Our standards of workplace conduct and zero tolerance of harassment in the workplace apply equally:

- At work; or
- During any situation related to work such as at a social event with colleagues; or
- Against a colleague or other person connected to the employer outside of a work situation, including on social media; or
- Against anyone outside of a work situation where the incident is relevant to your suitability to carry out your role.

6. RAISING A COMPLAINT

6.1. If you believe that you are being bullied or harassed, then you should first consider whether it would be appropriate to discuss the matter informally with the person who is bullying or harassing you. Sometimes, people do not realise how their actions are impacting others and it might be that an informal discussion can resolve the issue and reset behaviours.

6.2. If you do not feel comfortable approaching the person yourself, or a direct approach has not worked, then you should refer to our Grievance Policy, which sets out a clear process for raising complaints (both informally with an appropriate manager, and formally, if you prefer). You can also choose to follow our whistleblowing procedure outlined in our Whistleblowing Policy, particularly if your allegation is that sexual harassment has occurred, is occurring or is likely to occur.

6.3. We realise that bullying and harassment are sensitive topics. We want to make sure that you have options available so that you feel able to come forward and report any issues you are having.

6.4. We may, if we think it necessary, separate you from the person you are complaining about whilst we investigate. This is not a prejudgement of your complaint. It is simply a way to stop things from getting worse during the investigation.

6.5. If you notice behaviour of others which may be in breach of this Policy, then you should first consider whether it is appropriate to challenge the behaviour yourself. Only do so if you feel comfortable. If you don't feel comfortable, or a direct approach has not worked, then please report the matter to your line manager, who will investigate.

DRAFT

6.6. If we decide that your complaint is not upheld, we will always tell you why in accordance with our Grievance Policy and/or Whistleblowing Policy. Regardless of the formal outcome, if your complaint related to a colleague, we will consider ways of improving your relationship with your colleague[s] and may, for example, suggest mediation or offer training.

6.7. Anyone who raises an allegation of bullying or harassment with us in good faith will not be subjected to any detriment as a result. In particular, if you allege that sexual harassment has occurred, is occurring or is likely to occur then this will be a qualifying disclosure for whistleblowing purposes. Details on whistleblower protection can be found in our Whistleblowing Policy.

6.8. STC will monitor the treatment and outcomes of any complaints of harassment or victimisation we receive to make sure that they are properly investigated and resolved, those who report or act as witnesses are not victimised, repeat offenders are dealt with appropriately, cultural clashes are identified and workforce training is targeted where needed.

7. CONFIDENTIALITY

7.1. To protect the interests of the person complained about, the person who has raised the complaint and any others who may be involved as witnesses or otherwise, confidentiality will be maintained during any investigation process as far as is possible. Whilst any investigation is ongoing, we will ensure that details are only shared with those who need to be aware of them for the purposes of the investigation. Breaches of confidentiality in this context will be considered a serious disciplinary matter.

7.2. If you fail to maintain confidentiality when you are involved in some way in a bullying and harassment complaint, then you may face action under our Disciplinary Policy.

7.3. We may place information and documents about a complaint raised by or about you on your personnel file. These will be processed in accordance with our Data Protection Policy.

8. BREACHES OF THIS POLICY

8.1. Any breaches of this Policy will be handled under our Disciplinary Policy and may result in action including dismissal for gross misconduct or the termination of your contract with us.

8.2. Aggravating factors such as abuse of power over a more junior colleague will be taken into account in deciding what disciplinary action to take.

Policy Name	Harassment and Bullying Policy
Current Status	Draft
Approved	
Next Review Date	September 2031
Policy Owner	Deputy Town Clerk

DRAFT

SUDBURY
TOWN COUNCIL

EQUALITY, DIVERSITY & INCLUSION POLICY

DRAFT

Our Commitment

1. Sudbury Town Council (STC) is committed to providing equal opportunities in employment and to avoiding unlawful discrimination.

2. This policy is intended to assist STC to put this commitment into practice. Compliance with this policy should also ensure that employees do not commit unlawful acts of discrimination. This Policy sets out the standards of conduct that STC needs from its employees. It covers:
   - Recruitment
   - Pay and conditions of employment
   - Training and continuing professional development
   - Promotion
   - Appraisals
   - Grievances and disciplinary matters
   - Ending employment
   - Giving references
   - How visitors are treated
   - How clients and suppliers are treated
   - How any other business contacts and associates are treated

3. Striving to ensure that the work environment is free of harassment and bullying and that everyone is treated with dignity and respect is an important aspect of ensuring equal opportunities in employment.

4. This Policy applies to all employees, apprentices, consultants, officers, contractors, interns, volunteers, job applicants, and agency and casual workers.

5. This Policy does not form part of your contract with STC. STC reserves the right to amend or remove this Policy.

The Law

6. It is unlawful to discriminate directly or indirectly in recruitment or employment because of "protected characteristics".

   The current protected characteristics are:
   - Age
   - Disability (which means someone with a physical or mental impairment which has a long term and substantial adverse effect on their ability to carry-out normal day-to-day activities)
   - Gender reassignment (which covers any person who is proposing to undergo, is undergoing or has undergone a process for the purpose of reassigning their sex by changing physiological or other attributes of sex)
   - Marriage and civil partnership
   - Pregnancy and maternity
   - Race (incorporating colour, ethnic origin, national origin, and nationality)
   - Religion or belief
   - Sex – following a legal ruling, this term refers to biological sex (sex at birth)
   - Sexual orientation

7. Discrimination after employment may also be unlawful, e.g. refusing to give a reference

DRAFT

for a reason related to one of the protected characteristics.

8. STC will not discriminate against or harass a member of the public in the provision of services or goods. It is unlawful to fail to make reasonable adjustments to overcome barriers to using services caused by disability. The duty to make reasonable adjustments includes the removal, adaptation, or alteration of physical features, if the physical features make it impossible or unreasonably difficult for disabled people to make use of services. In addition, service providers have an obligation to think ahead and address any barriers that may impede disabled people from accessing a service.

What is equality, what is diversity and what is inclusion?

9. 'Equality' requires us, and you, to treat everyone equally and fairly, with equal opportunities and rights.

10. 'Diversity' recognises that this world is full of differences. We should note, value, and positively embrace these differences. It is important for differences to be recognised. But it is equally important that, whilst recognising them, each and every person does so positively, with the importance of equality at the forefront of their minds.

11. 'Inclusion' is the idea that, through raising awareness of the importance of equality and diversity, all members of the workplace environment feel that they are valued, respected, and included regardless of their background or identity. Everyone, without exception, should feel 'included' at work.

Types of Unlawful Discrimination

12. Direct discrimination is where a person is treated less favourably than another because of a protected characteristic.

    Examples: rejecting a job applicant because of their race or failing to promote someone because they are pregnant.

13. Where the protected characteristic is religion or belief, employees are also protected from less favourable treatment because they have *manifested* that belief, provided that they do not do so in an objectionable manner.

14. In limited circumstances, employers can directly discriminate against an individual for a reason related to any of the protected characteristics where there is an occupational requirement. The occupational requirement must be crucial to the post and a proportionate means of achieving a legitimate aim.

15. Indirect discrimination is where a provision, criterion or practice is applied that is discriminatory in relation to individuals who have a relevant protected characteristic such that it would be to the detriment of people who share that protected characteristic compared with people who do not, and it cannot be shown to be a proportionate means of achieving a legitimate aim.

    Examples: refusing a request to work part-time without a good business reason (which indirectly discriminates against women, who are more likely to have childcare responsibilities); insisting all staff work on Saturdays without a good business reason (which indirectly discriminates against Jewish employees, who may not be able to work on the Jewish Sabbath).

16. Harassment is where there is unwanted conduct, related to one of the protected characteristics that has the purpose or effect of violating a person's dignity; or creating an intimidating, hostile, degrading, humiliating or offensive environment. It does not matter whether or not this effect was intended by the person responsible for the conduct.

    Examples: name calling, lewd comments, excluding colleagues, making insensitive jokes and displaying pornographic material. Harassment is dealt with in the Bullying & Harassment Policy.

17. Sexual Harassment is where there is unwanted conduct of a sexual nature that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment. This includes verbal, non-verbal or digital conduct regardless of intent.

18. Associative discrimination is where an individual is directly discriminated against or harassed for association with another individual who has a protected characteristic.

19. Perceptive discrimination is where an individual is directly discriminated against or harassed based on a perception that he/she has a particular protected characteristic when he/she does not, in fact, have that protected characteristic.

    For example, if an employee who is straight is subjected to verbal homophobic abuse in the mistaken belief that they are gay, that employee could still claim discrimination on grounds of sexual orientation. If an employee who is straight is treated unfairly because they have been seen socialising with someone who is gay, then that employee could potentially claim discrimination on grounds of sexual orientation as they are being discriminated against by association. With the protected characteristic of sex, if a trans man (biological woman) is treated unfavourably because of the perception that they are a woman then they could claim direct sex discrimination.

20. Third-party harassment occurs where an employee is harassed and the harassment is related to a protected characteristic, by third parties.

21. Victimisation occurs where an employee is subjected to a detriment, such as being denied a training opportunity or a promotion because he/she made or supported a complaint or raised a grievance under the Worker Protection (Amendment of the Equality Act 2010) 2023, or because he/she is suspected of doing so. However, an employee is not protected from victimisation if he/she acted maliciously or made or supported an untrue complaint.

    Example: an employee who is ostracised or dismissed at work because they spoke up on behalf of one of their colleagues in a harassment investigation.

22. Failure to make reasonable adjustments is where a physical feature or a provision, criterion or practice puts a disabled person at a substantial disadvantage compared with someone who does not have that protected characteristic and the employer has failed to make reasonable adjustments to enable the disabled person to overcome the disadvantage.

Part-time and fixed-term work

23. STC will treat part-time and fixed-term staff in the same way as comparable full-time or permanent staff unless different treatment is justified.

Equal Opportunities in Employment

24. STC will avoid unlawful discrimination in all aspects of employment including recruitment,

promotion, opportunities for training, pay and benefits, discipline and selection for redundancy.

Recruitment

25. Person and job specifications will be limited to those requirements that are necessary for the effective performance of the job. Candidates for employment or promotion will be assessed objectively against the requirements for the job, taking account of any reasonable adjustments that may be required for candidates with a disability. Disability and personal or home commitments will not form the basis of employment decisions except where necessary.

Working Practices

26. STC will consider any possible indirectly discriminatory effect of its standard working practices, including the number of hours to be worked, the times at which these are to be worked and the place at which work is to be done, when considering requests for variations to these standard working practices and will refuse such requests only if the council considers it has good reasons, unrelated to any protected characteristic, for doing so. STC will comply with its obligations in relation to statutory requests for contract variations. The council will also make reasonable adjustments to its standard working practices to overcome barriers caused by disability.

27. Everyone in STC is essential to the success of this Policy. We all have a legal responsibility to comply with it, and any of us – however senior or junior we are – may be personally liable in an employment tribunal claim for unlawful discrimination if we breach the terms of this Policy.

28. Everyone working at managerial level is expected to act in full accordance with this Policy, lead by example, and attain and maintain appropriate standards of behaviour within the teams they manage.

29. The ethos and standards covered by this Policy can only be achieved and maintained if you cooperate fully and embrace the approach in this Policy. It is also important that you understand you have a legal responsibility to comply. If you breach this Policy, we may be liable for your actions, and we may both have to pay compensation to anyone who claims against us. We expect you to take personal responsibility for following this Policy's aims and commitments and for drawing any actual or potential breaches to our attention.

30. STC treats personal data collected for reviewing equality and diversity in accordance with the Data Protection Policy. Information about how data is used and the basis for processing is provided in the Data Protection Policy.

People not Employed by STC

31. STC will not discriminate unlawfully against those using or seeking to use the services provided STC.

32. Any bullying or harassment by suppliers, visitors or others should be reported to STC who will take appropriate action.

Training

33. STC will provide training in equal opportunities to those likely to be involved in recruitment or other decision making where equal opportunities issues are likely to arise.

34. STC will provide training to all staff engaged to work at the council to help them understand

DRAFT

their rights and responsibilities and what they can do to help create a working environment free of bullying and harassment. Additional training will be provided to managers to enable them to deal with complaints of bullying and harassment.

Employee Responsibilities

35. Every employee is required to assist STC to meet its commitment to provide equal opportunities in employment and avoid unlawful discrimination or harassment. Employees can be held personally liable as well as, or instead of, STC for any act of unlawful discrimination. Employees who commit serious acts of harassment may be guilty of a criminal offence.

36. Acts of discrimination, harassment, bullying or victimisation against employees or customers are disciplinary offences and will be dealt with under the STC disciplinary procedure. Discrimination, harassment, bullying or victimisation may constitute gross misconduct and could lead to dismissal without notice.

Grievances and Complaints

37. If a staff member considers that they may have been unlawfully discriminated against, they should use the STC grievance procedure. If a member of the public considers that they may have been unlawfully discriminated against, they should use the STC complaints procedure.

38. STC will take any complaint seriously and will seek to resolve any grievance that it upholds. You will not be penalised for raising a grievance, even if your grievance is not upheld, unless your complaint is both untrue and made in bad faith.

Monitoring and Review

39. This policy will be monitored periodically by STC to judge its effectiveness and will be updated in accordance with changes in the law.

40. This is a non-contractual procedure which will be reviewed from time to time.

DRAFT

Policy Name	Equality, Diversity & Inclusion Policy
Current Status	Draft
Approved	
Next Review Date	September 2031
Policy Owner	Deputy Town Clerk