



Cwmbran Community Council Cyngor Cymuned Cwmbrân

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2.INTRODUCTION



Cwmbran Community Council Cyngor Cymuned Cwmbrân

WELCOME

The Council would like to wish you every success during your employment whether you recently joined us or whether you are an existing employee. We hope that your experience of working here will be positive and rewarding.

This Employee Handbook is designed both to introduce you to our organisation and to be of continuing use during your employment.

Please study the contents of this Employee Handbook as, in addition to setting out the Council's rules and regulations, it also contains information on some of the main employee benefits that may be available to you and the policies and procedures relating to your employment. If you require any clarification or additional information please refer to the Clerk to the Council.

Please note that the Council provides equal opportunities and is committed to the principle of equality in accordance with legislative provisions. The Council expects your support in implementing these policies. Any unlawful discriminatory act or attitude in the course of your employment or in your dealings with our clients, suppliers, contract workers, members of the public or with fellow employees will not be condoned. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

General amendments to the Employee Handbook may be issued from time to time.

This Employee Handbook takes effect from 1st November 2016.

3. GENERAL EMPLOYMENT POLICY

The Council seeks to act as a responsible employer, using, as far as is possible all reasonable and contemporary personnel practices and compliance in all respects with employment law and other legislation applying at the time. In doing so it will have reference to National Local Authority and Public Sector Organisations normative practice. Terms and conditions will be kept under review and National Agreements (see below) honoured.

The Council's Employment policy is geared to encourage and reward dedicated staff who take a professional attitude to work. The Council seeks to offer a stable and constructive working environment for staff who are prepared to work in partnership to meet the Council's aim of giving high quality service to the people of Cwmbran.

This handbook provides details of the Council's Personnel policies and procedures and how they will be implemented. It is for use by all staff and the Council and its Committees in making decisions with respect to personnel matters. All day to day staff management decisions on personnel matters are delegated to the Clerk to the Council. Day to day matters relating to the Clerk to the Council will be dealt with by the Leader of the Majority Group. Procedures in law also exist for the review of problem cases for all staff by the Council and its committees. These procedures are detailed within this handbook.

The Handbook is supplementary to your written statement of main terms of employment. The written statement of main terms of employment indicates the specific provisions relating to your post.

NATIONAL AGREEMENT ON PAY AND CONDITIONS OF SERVICE

The Council accepts the provisions of the National Agreement on Terms and Conditions agreed annually. This is agreed after reference to the Joint Council For Local Government Services agreement. A National Agreement on Pay and Conditions of Service is negotiated between Principal Local Authority Employers and Unions and this forms the basis of Pay and Conditions for the Council. The Green Book sets the framework by which Local Authorities establish terms and conditions. Wherever the National Agreement makes provision for changes in the structure of Local Government Pay and Conditions the Council will implement them.

SALARY

A) SALARY SETTLEMENTS

The Council undertakes to implement the agreements reached in the National Agreement as a reasonable settlement. Any changes agreed are usually, although not exclusively, implemented from the 1st April of each year.

B) INCREMENTAL PROGRESSION

The Clerk to the Council and other staff should progress automatically up the salary scale to the top of their designated grade provided their performance is satisfactory. They will normally be entitled to an increment, payable from the 1st April of each year along with the salary settlement figure. Once the top of the scale is reached any additional increments are at the sole discretion of the Council. Accelerated increments within the grade of the post may be given on the grounds of high performance or qualifications.

C) OVERTIME AND TIME OFF IN LIEU POLICY

1. If you are required to work more than your normal working hours servicing the Council and its committees or external events, you may take time off in lieu at a time agreed between you and the Council.
2. Staff are not normally permitted to have a positive or negative balance of more than eleven hours.
3. Exceptional additional hours required to be worked, over and above eleven hours, must be approved by the Council.

4. JOINING THE COUNCIL

A) PERSONAL INFORMATION

The Council's decision to offer you employment took into account the personal information you provided on your initial application, on the basis that it was correct and complete. In the event of such information proving to be untrue or misleading, the Council reserves the right to terminate your employment.

B) INDUCTION

At the start of your employment with the Council you are required to complete an induction programme, during which all our policies and procedures (including Health and Safety) will be explained to you. Information relating to these will be given to you at the induction.

C) JOB DESCRIPTION

Amendments may be made to your job description from time to time in relation to our changing needs and your own ability. You will be consulted as part of this process.

D) PERFORMANCE

A satisfactory performance is a basic contractual requirement. You have a duty to monitor your own performance and to take advantage of appropriate training opportunities as they arise. You should also seek opportunities to improve the way things are done either on your own initiative, if appropriate, or in conjunction with your colleagues and management. This will help to maintain the overall quality and cost effectiveness of the services offered and to ensure the continued viability of the employment the Council offers.

E) JOB FLEXIBILITY

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative duties that are within your capabilities and training and within our business. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential for operational efficiency as the type and volume of work is always subject to change.

F) MOBILITY

Although you are usually employed at one particular site, it is a condition of your employment that you are prepared, whenever applicable, to transfer to any other of our sites. This mobility is essential to the smooth running of our business.

G) ANNUAL DEVELOPMENT REVIEW (APPRAISAL)

1. The Council may ask you to take part in an annual development review. We do this both to build on your strengths for your future development and that of the Council; and at the same time offer support/training in the case of any weaknesses.
2. Should there be any concerns about your performance, other than matters of a disciplinary nature, the Council undertakes to work with you to seek to ensure that necessary training, mentoring and support is provided to ensure that agreed standards of performance are reached in a reasonable agreed time frame.
3. The reviews should be seen as a positive process, which we believe are beneficial to both the employee and the Council.

H) TRADE UNION MEMBERSHIP

You are under no obligation to join a Trade Union.

You are free to join or not join any Trade Union of your choice.

I) CONVICTIONS AND OFFENCES

During your employment, you are required to immediately report to the Company any convictions or offences with which you are charged, including traffic offences. Data collected about criminal convictions will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

5. SALARIES, ETC

A) ADMINISTRATION

1) Payment

- a) The pay month is the calendar month. Salaries are paid by the last working day of the current month.
- b) You will be able to access your payslip online and this will show how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g. Income Tax, National Insurance, etc.
- c) Any pay queries that you may have should be raised with the Clerk to the Council or Payroll.

2) Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

3) Income Tax and National Insurance

At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them for tax purposes.

B) LATENESS/ABSENTEEISM

- 1) You must attend for work punctually at the specified time(s) and you are required to comply with any time recording procedures relating to your work including regular and prompt completion of any timesheets.
- 2) All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.
- 3) Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

C) SHORTAGE OF WORK

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short time working, or alternatively, lay off. If you are placed on short time working, your pay will be reduced according to time actually worked. If you are placed on lay off, you will receive no pay other than statutory guarantee pay.

D) PENSION SCHEME

You will, unless you choose to opt out, automatically join the contributory pension scheme operated by Cwmbran Community Council which is the Local Government Pension Scheme (LGPS). Further details of membership to the scheme are available from the Clerk to the Council.

Scheme members contribute a percentage of salary (depending on grade and joining date) and the Council also contributes at the rate determined by the scheme management. Members receive a lump sum (tax free under current legislation) and a standard pension on retirement. Both of these are based on the employee's length of reckonable service in the pension scheme and their pensionable earnings. The scheme has provision for early retirement, ill health retirement and widows/widowers pensions. Members may be able to top up their benefits, subject to HM Revenue and Customs Regulations, by purchasing added years or making Additional Voluntary Contributions

(AVC's).

6.HOLIDAY ENTITLEMENT AND CONDITIONS

A) ANNUAL HOLIDAYS

- 1) Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).
- 2) It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. You are however, by prior agreement, permitted to carry forward up to five days holiday, pro-rata for part-time employees, to the following holiday year at the discretion of the Clerk to the Council. No payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.
- 3) You must complete the annual leave card and have it signed by the Clerk to the Council or the Administration Officer before you make any firm holiday arrangements. In the case of the Clerk to the Council, annual leave should be agreed with the Leader of the Majority Group.
- 4) Holiday dates will normally be allocated on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
- 5) You should give as much notice as possible of your intention to take holiday. The longer the period of notice given, the more likelihood there is of your holiday request being approved.
- 6) Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.
- 7) If you are certified sick when on annual holiday, the time off will be considered as sick leave from the date of a medical certificate and further annual holiday shall be suspended from that date. However, if you go away from home to enjoy a holiday while on certificated sick leave, the annual holiday will not be reinstated. If the claim of sickness is not supported by a medical certificate then the absence is counted as annual leave.
- 8) If you join the Council from another authority your previous service will be taken into account when calculating your holiday entitlement.

B) PUBLIC/BANK HOLIDAYS

Your entitlement to public/bank holidays is shown in your individual Statement of Main Terms of Employment.

7. SICKNESS/INJURY PAYMENTS AND CONDITIONS

A) NOTIFICATION OF INCAPACITY FOR WORK

- 1) You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by no later than 8:30 am. Text messages and e-mails are not an acceptable method of notification. Other than in exceptional circumstances notification should be made personally, to the Administration Officer or the Clerk to the Council. In the case of the Clerk to the Council, notification should be made to the Leader of the Majority Group.
- 2) You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. The notification procedures should be followed on each day of absence unless you are covered by a medical certificate.
- 3) If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

B) EVIDENCE OF INCAPACITY

- 1) Medical certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must sign a self-certification absence form on your return to work.
- 2) If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive medical certificates to cover the whole of your absence.

C) PAYMENTS

- 1) You are entitled to statutory sick pay (SSP) if you are absent for four or more consecutive days because of sickness or injury provided you meet the statutory qualifying conditions. SSP is treated like wages and is subject to normal deductions.
- 2) Qualifying days are the only days for which you are entitled to SSP. These days are normally your working days unless otherwise notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.
- 3) Any contractual sickness/injury payments are shown in your individual Statement of Main Terms of Employment.
- 4) Any days of contractual sickness/injury payments which qualify for SSP will be offset against SSP on a day-to-day basis. A deduction will be made for any other state benefits received if you are excluded or transferred from SSP.
- 5) If you are entitled to any payments in excess of SSP and your entitlement expires, full or part payment may be allowed at our discretion where it is considered that there are special circumstances warranting it.
- 6) Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.

D) RETURN TO WORK

- 1) You should notify the Clerk to the Council or the Leader of the Majority Group as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
- 2) If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
- 3) On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to the Clerk to the Council.
- 4) Upon returning to work after any period of sickness/injury absence, you may be required to attend a “return to work” interview to discuss the state of your health and fitness for work. Information arising from such an interview will be treated with strictest confidence.

E) GENERAL

- 1) Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence may not always be regarded as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable.
- 2) In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness/injury. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.
- 3) We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.
- 4) If we consider it necessary, we may ask your permission to contact your doctor and/or for you to be independently medically examined.

8. SAFEGUARDS

A) RIGHTS OF SEARCH

- 1) Although we do not have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business, we would ask all employees to assist us in this matter should we feel that such a search is necessary.
- 2) Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search. This will also apply at the time that any further questioning takes place.
- 3) We reserve the right to call in the police at any stage.

B) CONFIDENTIALITY

- 1) All information that:
 - a) is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence;
 - b) relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort; and
 - c) has not been made public by, or with our authority;shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.
- 2) You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.
- 3) You must make yourself aware of our policies on data protection in relation to personal data and ensure compliance with them at all times.

C) DISCLOSURE OF INFORMATION

Legislation requires that certain types of information must be available to members, auditors, government department, service users and the public. Generally the Council will only restrict discussion about Confidential Personal and Commercial matters (Data Protection Act 1998 and the Freedom Of Information Act 2000) and be open about all other matters in the course of conducting its business.

D) COUNCIL PROPERTY AND COPYRIGHT

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment, is the Council's property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

E) STATEMENTS TO THE MEDIA

You must not make any statements to reporters from newspapers, radio, television, on social media etc. in relation to Council business without the prior clearance and authority of the Council or the Clerk to the Council.

F) DATA PROTECTION

The General Data Protection Regulation (GDPR) and the current Data Protection Act regulate our use of your personal data. As an employer it is our responsibility to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects.

We will process data in line with our privacy notices in relation to both job applicants and employees.

You have several rights in relation to your data. More information about these rights is available in our "Policy on your rights in relation to your data". We commit to ensuring that your rights are upheld in accordance with the law and have appropriate mechanisms for dealing with such.

We may ask for your consent for processing certain types of personal data. In these circumstances, you will be fully informed as to the personal data we wish to process and the reason for the processing. You may choose to provide or withhold your consent. Once consent is provided, you are able to withdraw consent at any time.

You are required to comply with all company policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.

G) INVENTIONS/DISCOVERIES

An invention or discovery made by you will normally belong to you. However, an invention or discovery made by you will become our property if it was made:

- a) in the course of your normal duties under such circumstances that an invention might reasonably be expected to result from those duties;
- b) outside the course of your normal duties, but during duties specifically assigned to you, when an invention might reasonably be expected to result from these; and
- c) during the course of any of your duties, and at the time you had a special obligation to further our interests arising from the nature of those duties, and your particular responsibilities.

H) VIRUS PROTECTION PROCEDURES

In order to prevent the introduction of virus contamination into the software system the following must be observed:

- a) unauthorised software including public domain software, magazine cover disks/CDs or Internet/World Wide Web downloads must not be used; and
- b) all software must be virus checked using standard testing procedures before being used.

I) USE OF COMPUTER EQUIPMENT

The Council's computer equipment may only be used for the Council's purposes. In order to control the use of the Council's computer equipment and reduce the risk of contamination the following will apply:

- a) the introduction of new software must first of all be checked and authorised by the Clerk to the Council before general use will be permitted;
- b) only authorised staff should have access to the Council's computer equipment;
- c) only authorised software may be used on any of the Council's computer equipment;

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- d) only software that is used for business applications may be used;
 - e) no software may be brought onto or taken from the Council's premises without prior authorisation;
 - f) unauthorised access to the computer facility will result in disciplinary action; and
 - g) unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

J) E-MAIL AND INTERNET POLICY

1) Introduction

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of Internet and E-mail within the Council. The Internet and E-mail system have established themselves as an important communications facility within the Council and have provided us with contact with professional and academic sources throughout the world. Therefore, to ensure that we are able to utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout.

2) Internet

Where appropriate, duly authorised staff are encouraged to make use of the Internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Council name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence. The intellectual property right and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal.

3) Procedures - Acceptable/Unacceptable Use

- a) unauthorised or inappropriate use of the internet system may result in disciplinary action which could result in summary dismissal.
- b) the internet system is available for legitimate business use and matters concerned directly with the job being done. Employees using the internet system should give particular attention to the following points:
 - i) comply with all of our internet standards;
 - ii) access during working hours should be for business use only;
 - iii) private use of the internet should be used outside of your normal working hours.
- c) the Council will not tolerate the use of the Internet system for unofficial or inappropriate purposes, including:
 - i) accessing websites which put our internet at risk of (including but not limited to) viruses, compromising our copyright or intellectual property rights;
 - ii) non-compliance of our social networking policy;
 - iii) connecting, posting or downloading any information unrelated to their employment

and in particular pornographic or other offensive material;

- iv) engaging in computer hacking and other related activities, or attempting to disable or compromise security of information contained on the Council's computers.

You are reminded that such activities (iii. and iv.) may constitute a criminal offence.

4) E-mail

The use of the E-mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure sets out the Council's position on the correct use of the E-mail system.

5) Procedures - Authorised Use

- a) unauthorised or inappropriate use of the E-mail system may result in disciplinary action which could include summary dismissal.
- b) the E-mail system is available for communication and matters directly concerned with the legitimate business of the Council. Employees using the E-mail system should give particular attention to the following points:
 - i) all comply with Council communication standards;
 - ii) E-mail messages and copies should only be sent to those for whom they are particularly relevant;
 - iii) E-mail should not be used as a substitute for face-to-face communication or telephone contact. Flame mails (i.e. E-mails that are abusive) must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
 - iv) if E-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The Council will be liable for infringing copyright or any defamatory information that is circulated either within the Council or to external users of the system; and
 - v) offers or contracts transmitted by E-mail are as legally binding on the Council as those sent on paper.
- c) The Council will not tolerate the use of the E-mail system for unofficial or inappropriate purposes, including:
 - i) any messages that could constitute bullying, harassment or other detriment;
 - ii) personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
 - iii) on-line gambling;
 - iv) accessing or transmitting pornography;
 - v) transmitting copyright information and/or any software available to the user; or
 - vi) posting confidential information about other employees, the Council or its clients or suppliers.

6) Monitoring

We reserve the right to monitor all e-mail/internet activity by you for the purposes of ensuring compliance with our policies and procedures and of ensuring compliance with the relevant regulatory requirements. This includes monitoring of any additional accounts you may be requested to set up for the purposes of performing your work tasks, which are subject to the same rules as your work email account. Information acquired through such monitoring may be used as evidence in disciplinary proceedings. Monitoring your usage will mean processing your personal data. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

K) USE OF SOCIAL NETWORKING SITES

Social media can be a very powerful tool which enhances the services we provide to our clients. We use social media to advertise any on-going promotions, products and other relevant information. Only authorised employees should use our sites and a professional, positive approach should be maintained at all times.

Employees should be aware of crossing the professional boundaries and hence are not permitted to make or accept “friend requests” to/from our clients on their private social media accounts.

Any work related issues or material that could identify an individual who is a client or work colleague, which could adversely affect the Council, client or our relationship with any client must not be placed on your private social network accounts. For the avoidance of doubt work related matters must not be submitted on any such site at any time either during or outside of working hours.

Any work content or material, or contacts or connections list, created by the Employee during the course of their employment, on any of their authorised social networking sites (ownership of which vests in the Council) shall remain, at all times, the property of the Council. Accordingly, upon termination of your employment, you shall hand over to the Council, the access rights to your accounts, together with any work content or material, and any contacts or connections list.

L) KEYHOLDING/ALARM SETTING

If you are an allocated key holder, you must ensure that all procedures and guidelines are followed when securing the building prior to leaving. The keys and any security measure such as alarm codes must be kept safe at all times. You must not give the keys or alarm code to any third party unless authorisation is obtained from the Clerk to the Council. Any loss or damage caused as a result of your failure to follow procedures or your negligence in ensuring the safekeeping of the keys and alarm code will result in disciplinary action which could lead to your summary dismissal. We also reserve the right to deduct the cost of any loss, repair or replacement from any monies owing to you.

Any breaches or security issues including the loss or theft of keys must be reported immediately to the Clerk to the Council.

The last person to leave the premises must ensure lights and appropriate electrical equipment are switched off, windows and doors are secure and alarms are set accordingly.

M) FREEDOM OF INFORMATION ACT

All staff should be aware that, for the purposes of the Freedom of Information Act, the Council is a Public Body. This means that the Council must comply with the requirements of the Act. In particular, staff need to be aware that any written or recorded information or data must be supplied to a member of the public if a request is received in accordance with the Act.

Any such request or approach from a member of the public must be immediately referred to the Clerk to the Council or, if not available, to a designated deputy.

N) POLITICAL NEUTRALITY

You serve the authority as a whole. It follows that you must serve all councillors equally, and must ensure that the individual rights of all councillors are respected.

Subject to the Council's conventions, you may also be required to advise political groups. You must do so in ways which do not compromise your political neutrality.

You, whether or not politically restricted, must follow every lawful expressed policy of the authority and must not allow your own personal or political opinions to interfere with your work.

O) RELATIONSHIPS

1. Councillors

You are responsible to the Council as a whole. For some employees, their role is to give advice to councillors and managers and all are there to carry out the authority's work. Mutual respect between employees and councillors is essential to good local government. Close personal familiarity between employees and individual councillors can damage the relationship and prove embarrassing to other employees and councillors and should therefore be avoided at all costs.

2. The Local Community and Service Users

You should always remember your responsibilities to the community you serve and ensure courteous, efficient and impartial service delivery to all groups and individuals within that community as defined by the policies of the authority.

3. Contractors

All relationships of a business or private nature with external contractors, or potential contractors, should be made known to the Clerk to the Council. Orders and contracts must be awarded on merit, by fair competition against other tenders, and no special favour should be shown to businesses run by, for example, friends, partners or relatives in the tendering process. No part of the local community should be discriminated against.

If you engage or supervise contractors or have any other official relationship with contractors and have previously had or currently have a relationship in a private or domestic capacity with contractors, you should declare that relationship to the Clerk to the Council.

4. Appointment and other employment matters

If you are involved in appointments, you should ensure that these are made on the basis of merit. In order to avoid any possible accusation of bias, you should not be involved in an appointment where you are related to an applicant, or have a close personal relationship outside work with him or her.

Similarly, you should not be involved in decisions relating to discipline, promotion or pay adjustments for any other employee who is a relative, partner, etc.

P) PERSONAL INTERESTS

You must declare to the Council or an appropriate officer any financial interests which could conflict with the Council's interests. You should also declare to an appropriate officer membership of any organisation not open to the public without formal membership and commitment of allegiance and which has secrecy about rules or membership or conduct.

Q) DISCRIMINATION AND EQUALITY ISSUES

You should ensure that policies relating to equality issues as agreed by the Council are complied with in the spirit as well as the letter of the law. All members of the local community, customers and other employees have a right to be treated with fairness and equity regardless of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age, disability or language.

R) SEPARATION OF ROLES - TENDERING

If you are involved with tendering processes, you must exercise fairness and impartiality when dealing with all customers, suppliers, other contractors and sub-contractors.

If you are privy to confidential information on tenders or costs for either internal or external contractors, you should not disclose that information to any unauthorised party or organisation.

You should ensure that no special favour is shown to current or recent former employees or their partners, close relatives or associates in awarding contracts to businesses run by them or employing them in a senior or relevant managerial capacity.

S) CORRUPTION

You must be aware that it is a serious criminal offence for you corruptly to receive or give any gift, loan, fee, reward or advantage for doing, or not doing, anything or showing favour, or disfavour, to any person in your official capacity. If an allegation is made it is for you to demonstrate that any such rewards have not been corruptly obtained and such allegations, if proven, will be treated as instances of gross misconduct.

T) USE OF FINANCIAL RESOURCES

You must ensure that you use public funds entrusted to you in a responsible and lawful manner. You should strive to ensure value for money to the local community.

U) HOSPITALITY

You should only accept offers of hospitality if there is a genuine need to impart information or represent the local council in the community. Offers to attend purely social or sporting functions should be accepted only when these are part of the life of the community or where the authority should be seen to be represented. They should be properly authorised and recorded.

When hospitality has to be declined those making the offer should be courteously but firmly informed of the procedures and standards operating within the Council.

You should not accept personal gifts from contractors and outside suppliers, although you may keep insignificant items of token value such as pens, diaries, etc. The Clerk to the Council must be notified of any such gifts.

Acceptance by you of hospitality through attendance at relevant conferences and courses is acceptable where it is clear the hospitality is corporate rather than personal, where the Council gives consent to attendance in advance and where purchasing decisions are not compromised. Where visits to inspect equipment, etc. are required, you should ensure that the Council meets the cost of such visits to avoid jeopardising the integrity of subsequent purchasing decisions.

V) SPONSORSHIP - GIVING AND RECEIVING

Where an outside organisation wishes to sponsor or is seeking to sponsor a Council activity, whether by invitation, tender, negotiation or voluntarily, the basic conventions concerning acceptance of gifts or hospitality apply. Particular care must be taken when dealing with contractors or potential contractors.

Where the Council wishes to sponsor an event or service neither you nor any partner, spouse or relative must benefit from such sponsorship in a direct way without there being full disclosure to an appropriate manager of any such interest. Similarly, where the Council through sponsorship, grants, aid, or by other means, gives support in the community, you should ensure that impartial advice is given and that there is no conflict of interest involved.

W) INDEMNITY

The Council undertakes to indemnify you from any acts of omission or commission that are carried out by you while acting in good faith on the Council's business.

X) OTHER POLICIES AND PROCEDURES

In addition to the policies referred to in this Employee Handbook, the Council has a number of other policies and procedures that will have been explained to you during your induction. Copies of these are available for your inspection in the office.

If you have any queries in relation to our policies and procedures, you should seek advice from the Clerk to the Council.

Failure to comply with the requirements of the Council's policies and procedures will result in disciplinary action which may include dismissal, and may also result in a referral to any relevant authorities, including the police.

9. STANDARDS

A) WASTAGE

- 1) We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of our organisation.
- 2) You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:
 - a) handle machines, equipment and stock with care;
 - b) turn off any unnecessary lighting and heating. Keep doors closed whenever possible;
 - c) ask for other work if your job has come to a standstill; and
 - d) start with the minimum of delay after arriving for work and after breaks.
- 3) The following provision is an express written term of your contract of employment:
 - a) any damage to vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement;
 - b) any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss; and
 - c) in the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess.
- 4) In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

B) STANDARDS OF DRESS

As you will come into contact with visitors, councillors and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. You should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times.

C) HOUSEKEEPING

Both from the point of view of safety and of appearance, work areas must be kept clean and tidy at all times.

10. HEALTH, SAFETY, WELFARE AND HYGIENE

A) SAFETY

- 1) You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
- 2) You must not take any action that could threaten the health or safety of yourself, other employees, clients or members of the public.
- 3) Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.
- 4) You should report all accidents and injuries at work, no matter how minor, in the accident book.
- 5) You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

B) REFRESHMENT MAKING FACILITIES

We provide refreshment making facilities for your use, which must be kept clean and tidy at all times.

C) ALCOHOL & DRUGS POLICY

Under legislation the Council, as your employer, has a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our employees.

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

D) NO SMOKING POLICY

Smoking on the premises is not permitted.

E) HYGIENE

- 1) Any exposed cut or burn must be covered with a first-aid dressing.
- 2) If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
- 3) Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

F) FITNESS FOR WORK

If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others, and send you away for the remainder of the day with or without pay and, dependent on the circumstances, you may be liable to disciplinary action.

G) MANUAL HANDLING

You are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which may make you more vulnerable to injury.

11. GENERAL TERMS AND PROCEDURES

A) CHANGES IN PERSONAL DETAILS

You must notify the Council of any change of name, address, telephone number, etc., so that accurate information can be kept and staff can make contact with you in an emergency, if necessary, outside normal working hours.

B) OTHER EMPLOYMENT

- 1) If you already have any other employment or are considering any additional employment you must notify the Council so that we can discuss any implications arising from such employment i.e. working time legislation, health and safety issues, conflict of interest.
- 2) You may not under any circumstances, whether directly or indirectly, undertake any other duties of whatever kind during your hours of work.

C) TIME OFF

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of the Clerk to the Council and will normally be without pay or any accrued time off in lieu may be used.

D) MATERNITY/PATERNITY/ADOPTION LEAVE AND PAY

You may be entitled to maternity/paternity/adoption leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant or are notified of a match date for adoption purposes you should notify the Clerk to the Council at an early stage so that your entitlements and obligations can be explained to you.

E) PARENTAL/SHARED PARENTAL LEAVE

If you are entitled to take parental leave or shared parental leave in respect of the current statutory provisions, you should discuss your needs with the Clerk to the Council who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of the business.

F) TIME OFF FOR DEPENDANTS

You may be entitled to take a reasonable amount of unpaid time off during working hours to take action that is necessary to provide help to your dependants. Should this be necessary you should discuss your situation with the Clerk to the Council who, if appropriate, will agree the necessary time off.

G) SPECIAL LEAVE

You may, at the discretion of the Clerk to the Council, be granted up to five days special leave with pay on each occasion on compassionate grounds, e.g. a close family bereavement, family illness, etc. You should discuss your circumstances with the Clerk to the Council and agree appropriate time off.

H) PUBLIC DUTIES

In accordance with legislation, you are entitled to reasonable unpaid time off to undertake any of the following public duties:

- i. justice of the peace;
- ii. member of a local authority;
- iii. member of a police authority;
- iv. member of any statutory tribunal;
- v. member of a relevant health body;
- vi. member of the managing or governing body of an educational establishment;
- vii. member of the governing body of a further or higher education corporation;
- viii. member of a school council or board in Scotland;
- ix. member of the General Teaching Councils for England and Wales;
- x. member of the Environment Agency or the Scottish Environment Protection Agency; and
- xi. in England and Wales, member of a prison independent monitoring boards.

If you require time off for public/duties, you should discuss your requirements with the Clerk to the Council.

I) REIMBURSABLE EXPENSES

Any travel, mileage or subsistence expenses incurred and approved by the Council will be paid at the agreed NJC rate laid down at the time.

J) INJURY OR ASSAULT

In the event of injury or assault at work or on official duty, leading to incapacity, any insurance payments will be made to you and in the case of death to your nominated next-of-kin

K) DEATH IN SERVICE

You should notify the Council of the name of your nominated next-of-kin. In the event of your death in service any salary, pension or gratuities due to you will be paid to the person nominated.

L) EMPLOYEES' PROPERTY AND LOST PROPERTY

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight. Articles of lost property should be handed to the Clerk to the Council who will retain them whilst attempts are made to discover the owner.

M) PARKING

Where parking facilities have been made available to you on our premises you must ensure that you observe all of our traffic requirements e.g. speed limits, etc. To avoid congestion, all vehicles must be parked only in the designated parking areas. No liability is accepted for damage to private vehicles, however it may be caused.

N) MAIL

All incoming mail marked private and confidential should be passed to the Clerk to the Council in the first instance. All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

O) FRIENDS AND RELATIVES CONTACT / TELEPHONE CALLS / MOBILE PHONES

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Incoming personal telephone calls are allowed only in the case of emergency. Use of personal mobile phones should not interfere with the performance of your duties during working hours.

It is illegal to use a mobile phone without a hands-free set whilst driving. It is our policy that you should not use any mobile phone whilst driving without a hands-free set. You should pull over to the side of the road in an appropriate place before making or receiving any telephone calls. In the event of being unable to pick up a call because you cannot find a safe place to park, you must return the call as soon as conveniently possible.

P) COUNCIL MOBILE PHONES

The Council mobile phones are to be used for business purposes only except in the case of an emergency. Therefore any unauthorised personal use may be repayable by the employee and may result in disciplinary action in accordance with our procedures. The Council reserves the right to deduct the appropriate sums from your salary in the event that repayments are not made. The Council reserves the right to monitor all communications made on Council mobile phones in order to ensure compliance with our policies and procedures. For further conditions relating to Council mobile phones please refer to the mobile phone policy.

Q) BUYING OR SELLING OF GOODS

You are not allowed to buy or sell goods on your own behalf on our premises or during your working hours.

R) COLLECTIONS FROM EMPLOYEES

Unless specific authorisation is given by the Clerk to the Council no collections of any kind are allowed on our premises.

S) COUNCIL CONTROL AGREEMENTS

For employees who are responsible for making any payments or collecting any monies you must ensure that you are always adhering to the council control agreements including any internal controls and updates. You will receive training on this and agree to these special responsibilities.

S) CONDUCT/BEHAVIOUR AND STANDARDS AT WORK

1. You should behave with civility towards fellow employees, and no rudeness will be permitted towards visitors, councillors and members of the public. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action.
2. You should use your best endeavours to promote the interests of the Council and shall, during normal working hours, devote the whole of your time, attention and abilities to the Council and its affairs.
3. Any involvement in activities which could be construed as being inappropriate to the position of a person working in the public sector will be the subject of discussion with you and may lead to disciplinary proceedings.
4. All reasonable instructions from the Clerk to the Council are to be carried out.
5. You are expected to give the highest possible standard of service to the public, and where it is part of your duties, to provide appropriate advice to councillors and fellow employees with impartiality. You are expected, through agreed procedures and without fear of recrimination, to bring to the attention of the appropriate level of management any deficiency in the provision of service. You must report to the appropriate manager any impropriety or breach of procedure.

T) CONDUCT/BEHAVIOUR AT FUNCTIONS, ETC

Whilst attending functions, events, conferences, etc, which may take place on or away from Council premises or either during or outside your normal working hours, you should understand that you are still a representative of Cwmbran Community Council.

It is important that you understand that the Council expects high standards of behaviour at such functions, events, etc. In particular, you should not behave in a drunken or disorderly manner and should be especially aware of the Council's equal opportunities and harassment, and bullying policies.

You are expected to act in a responsible manner at all such times and to give appropriate consideration towards work colleagues, other attendees, guests and members of the public.

Any conduct or behaviour which does not satisfy the Council's accepted standards, rules and procedures may result in disciplinary action which may include dismissal.

U) THIRD PARTY INVOLVEMENT

We reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance, this is not an exhaustive list. We will seek your consent at the relevant time to share relevant 'special categories of data' where it is necessary for the purposes of that hearing.

V) RECORDING OF FORMAL MEETINGS

We reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request.

12. ANTI-BRIBERY POLICY

A) INTRODUCTION

Bribery is a criminal offence. The Council prohibits any form of bribery. We require compliance, from everyone connected with our business, with the highest ethical standards and anti-bribery laws applicable. Integrity and transparency are of utmost importance to us and we have a zero tolerance attitude towards corrupt activities of any kind, whether committed by employees or by third parties acting for or on behalf of the Council.

B) POLICY

It is prohibited, directly or indirectly, for any employee or person working on our behalf to offer, give, request or accept any bribe i.e. gift, loan, payment, reward or advantage, either in cash or any other form of inducement, to or from any person or Company in order to gain commercial, contractual or regulatory advantage for the Council, or in order to gain any personal advantage for an individual or anyone connected with the individual in a way that is unethical.

C) SUSPICION

If we suspect that you have committed an act of bribery or attempted bribery, an investigation will be carried out and, in line with our disciplinary procedure where appropriate, action may be taken against you which may result in your dismissal, or the cessation of our business arrangement with you.

D) REPORTING

If you, as an employee or person working on our behalf, suspect that an act of bribery or attempted bribery has taken place, even if you are not personally involved, you are expected to report this to the Clerk to the Council. You may be asked to give a written account of events.

Staff are reminded of the Council's Whistleblowing Policy which is available in this Employee Handbook.

E) GIFTS AND HOSPITALITY

We realise that the giving and receiving of gifts and hospitality as a reflection of friendship or appreciation where nothing is expected in return may occur, or even be commonplace, in our industry. This does not constitute bribery where it is proportionate and recorded properly.

No gift should be given nor hospitality offered by an employee or anyone working on our behalf to any party in connection with our business without receiving prior written approval from the Clerk to the Council.

Similarly, no gift or offer of hospitality should be accepted by an employee or anyone working on our behalf without receiving prior written approval from the Clerk to the Council.

F) RECORD KEEPING

A record will be made by the Clerk to the Council of every instance in which gifts or hospitality are given or received.

As the law is constantly changing, this policy is subject to review and the Council reserves the right to amend this policy without prior notice.

13. WHISTLE-BLOWERS

A) INTRODUCTION

Under certain circumstances, employees are protected from suffering any detriment or termination of employment if they make disclosures about organisations for whom they work.

B) QUALIFYING DISCLOSURES

- 1) Certain disclosures are prescribed by law as “qualifying disclosures”. A “qualifying disclosure” means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the company has committed a “relevant failure” by:
 - a) committing a criminal offence;
 - b) failing to comply with a legal obligation;
 - c) a miscarriage of justice;
 - d) endangering the health and safety of an individual;
 - e) environmental damage; or
 - f) concealing any information relating to the above.
- 2) These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The Council will take any concerns that you may raise relating to the above matters very seriously.
- 3) The Employment Rights Act 1996 provides protection for workers who ‘blow the whistle’ where they reasonably believe that some form of illegality, injustice or breach of health and safety has occurred or is likely to occur. The disclosure has to be “in the public interest”. We encourage you to use the procedure to raise any such concerns.

C) THE PROCEDURE

- 1) In the first instance you should report any concerns you may have to the Clerk to the Council or the Leader of the Majority Group who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate official organisation or regulatory body.
- 2) If you do not report your concerns to the Clerk to the Council or the Leader of the Majority Group you should take them direct to the appropriate organisation or body.

D) TREATMENT BY OTHERS

Bullying, harassment or any other detrimental treatment afforded to a colleague who has made a qualifying disclosure is unacceptable. Anyone found to have acted in such a manner will be subject to disciplinary action.

14. CAPABILITY PROCEDURES

A) INTRODUCTION

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

B) JOB CHANGES/GENERAL CAPABILITY ISSUES

- 1) If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.
- 2) If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.
- 3) If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.
- 4) If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES

- 1) Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.
- 2) There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

D) SHORT SERVICE STAFF

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

15. DISCIPLINARY PROCEDURES

A) INTRODUCTION

- 1) It is necessary to have a minimum number of rules in the interests of the whole organisation.
- 2) The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.
- 3) Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
- 4) The following rules and procedures should ensure that:
 - a) the correct procedure is used when requiring you to attend a disciplinary hearing;
 - b) you are fully aware of the standards of performance, action and behaviour required of you;
 - c) disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
 - d) you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;
 - e) other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee or Trade Union Representative at all stages of the formal disciplinary process;
 - f) you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
 - g) if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

B) DISCIPLINARY RULES

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook, a breach of other specific conditions, procedures, rules etc. that are contained within this handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

(These are examples only and not an exhaustive list.)

You will be liable to disciplinary action if you are found to have acted in any of the following ways:

- a) failure to abide by the general health and safety rules and procedures;
- b) smoking in designated non-smoking areas;
- c) consumption of alcohol on the premises;
- d) persistent absenteeism and/or lateness;
- e) unsatisfactory standards or output of work;
- f) rudeness towards clients, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- g) failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- h) unauthorised use of E-mail and Internet;
- i) failure to carry out all reasonable instructions or follow our rules and procedures;
- j) unauthorised use or negligent damage or loss of our property;
- k) failure to report immediately any damage to property or premises caused by you;
- l) if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction; and
- m) loss of driving licence where driving on public roads forms an essential part of the duties of the post.

D) SERIOUS MISCONDUCT

- 1) Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.
- 4) You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

E) RULES COVERING GROSS MISCONDUCT

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:

- a) theft or fraud;
- b) physical violence or bullying;
- c) deliberate damage to property;
- d) deliberate acts of unlawful discrimination or harassment;
- e) possession, or being under the influence, of drugs* at work; and

*For this purpose, the term 'drugs' is used to describe **both** illegal drugs and other psychoactive (mind-altering) substances which may or may not be illegal.

- f) breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

(The above examples are illustrative and do not form an exhaustive list.)

F) DISCIPLINARY PROCEDURE

- 1) Disciplinary action taken against you will be based on the following procedure:

OFFENCE	FIRST OCCASION	SECOND OCCASION	THIRD OCCASION	FOURTH OCCASION
UNSATISFACTORY CONDUCT	Formal verbal warning	Written warning	Final written warning	Dismissal
MISCONDUCT	Written warning	Final written warning	Dismissal	
SERIOUS MISCONDUCT	Final written warning	Dismissal		
GROSS MISCONDUCT	Dismissal			

- 2) We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal.
- 3) If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you.
- 4) In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

G) DISCIPLINARY AUTHORITY

The operation of the disciplinary procedure contained in the previous section, is based on the following authority for the various levels of disciplinary action. However, the list does not prevent a higher or lower level of seniority, in the event of the appropriate level not being available, or suitable, progressing any action at whatever stage of the disciplinary process.

ALL EMPLOYEES	
Formal verbal warning	Clerk to the Council / Leader of the Majority Group
Written warning	Clerk to the Council / Leader of the Majority Group
Final written warning	Clerk to the Council / Leader of the Majority Group
Dismissal	Clerk to the Council / Leader of the Majority Group

H) PERIOD OF WARNINGS

1) Formal verbal warning

A formal verbal warning will normally be disregarded for disciplinary purposes after a three month period.

2) Written warning

A written warning will normally be disregarded for disciplinary purposes after a six month period.

3) Final written warning

A final written warning will normally be disregarded for disciplinary purposes after a twelve month period.

I) GENERAL NOTES

- 1) If you are in a supervisory or Managerial position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.
- 2) In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.
- 3) Gross misconduct offences will result in dismissal without notice.
- 4) You have the right to appeal against any disciplinary action.

16. CAPABILITY/DISCIPLINARY APPEAL PROCEDURE

- 1) You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.
- 2) If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your individual Statement of Main Terms of Employment.
- 3) An appeal against a formal warning or dismissal should give details of why the penalty imposed is too severe, inappropriate or unfair in the circumstances.
- 4) The appeal procedure will normally be conducted by a member of staff not previously connected with the process so that an independent decision into the severity and appropriateness of the action taken can be made.
- 5) If you are appealing on the grounds that you have not committed the offence then your appeal may take the form of a complete re-hearing and reappraisal of all matters so that the person who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.
- 6) You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice or a Trade Union Representative. The result of the appeal will be made known to you in writing, normally within five working days after the hearing.

17. GRIEVANCE PROCEDURE

- 1) It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
- 2) Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.
- 3) You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.
- 4) If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with the person specified in your Statement of Main Terms of Employment, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
- 5) If you wish to appeal you must inform the Leader of the Majority Group within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the Council will be represented by a more Senior Manager than attended the first meeting (unless the most Senior Manager attended that meeting).
- 6) Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

18. PERSONAL HARASSMENT POLICY AND PROCEDURE

A) INTRODUCTION

- 1) Harassment or victimisation on the grounds of the following protected characteristic: age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.
- 2) Personal harassment takes many forms but whatever form it takes, it is unlawful under the Equality Act 2010 and will not be tolerated.
- 3) This policy will be reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness.

B) SCOPE

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all those who work for us. This includes employees, workers, agency workers, volunteers and contractors in all areas of our Company, including any overseas sites.

C) DEFINITIONS

Harassment

This is unwanted conduct related to a relevant protected characteristic that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

Unwanted conduct can include:

- a) spoken words
- b) banter
- c) written words
- d) posts or contact on social media
- e) imagery
- f) graffiti
- g) physical gestures
- h) facial expressions
- i) mimicry
- j) jokes or pranks
- k) acts affecting a person's surroundings
- l) aggression, and
- m) physical behaviour towards a person or their property.

Sexual harassment

This is unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

- a) sexual comments or jokes
- b) displaying sexually graphic pictures, posters or photos
- c) suggestive looks, staring or leering
- d) propositions and sexual advances
- e) making promises in return for sexual favours
- f) sexual gestures
- g) intrusive questions about a person's private or sex life or a person discussing their own sex life
- h) sexual posts or contact on social media
- i) spreading sexual rumours about a person
- j) sending sexually explicit emails or text messages, and
- k) unwelcome touching, hugging, massaging or kissing.

Less favourable treatment for rejecting or submitting to unwanted conduct

This occurs when:

-
- a) someone is subjected to unwanted conduct:
 - i) of a sexual nature
 - ii) related to sex, or
 - iii) related to gender reassignment
 - b) the unwanted conduct has the purpose or effect of:
 - i) violating their dignity, or
 - ii) creating an intimidating, hostile degrading, humiliating or offensive environment for them, and
 - c) they are treated less favourably because they submitted to, or rejected the unwanted conduct.

D) CIRCUMSTANCES WHICH ARE COVERED

- 1) This policy covers behaviour which occurs in the following situations:
 - a) a work situation
 - b) a situation occurring outside of the normal workplace or normal working hours which is related to work, for example, a working lunch or social event with colleagues;
 - c) outside of a work situation but against a colleague or other person connected to the Company, including on social media;
 - d) against anyone outside of a work situation where the incident is relevant to their suitability to carry out the role.

E) COMPLAINING ABOUT PERSONAL HARASSMENT

1) Informal complaint

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the Clark or Administrative Operator who will be responsible for investigating the matter if it becomes a formal complaint.

If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

2) Formal complaint

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of the Clark or Administrative Operator as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:

- a) the name of the alleged harasser;
- b) the nature of the alleged harassment;
- c) the dates and times when the alleged harassment occurred;

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- d) the names of any witnesses; and
 - e) any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

On conclusion of the investigation, which will normally be within ten working days of the meeting with you, the decision of the investigator, detailing the findings, will be sent in writing to you.

You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

F) DISCIPLINARY ACTION

- 1) If the decision is that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
- 2) When deciding on the level of disciplinary sanction to be applied, we will take into consideration aggravating factors such as abuse of power over a more junior colleague.
- 3) If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if it is concluded that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

G) THIRD PARTY HARASSMENT

- 1) Third party harassment occurs when one of our workforce is subjected to harassment by someone who is not part of our workforce but who is encountered in connection with work. This includes our customers, suppliers, members of the public. Third party harassment of our workforce will not be tolerated.

Should you be subjected to third party harassment, you are encouraged to report this as soon as possible to the Clerk or Administrative Operator.

Should a customer harass a member of our workforce, they will be warned that continued provision of our service to them will cease if they are to act in a similar way again. Should their behaviour recur, they will be informed that our service to them will cease. Any criminal acts will be reported to the police, and we will share information relating to the incident with our other branches to ensure that we maintain a consistent approach to the cessation of our services.

19. EQUALITY, INCLUSION & DIVERSITY POLICY

A) STATEMENT OF POLICY

- 1) The terms equality, inclusion and diversity are at the heart of this policy. 'Equality' means ensuring everyone has the same opportunities to fulfil their potential free from discrimination. 'Inclusion' means ensuring everyone feels comfortable to be themselves at work and feels the worth of their contribution. 'Diversity' means the celebration of individual differences amongst the workforce. We will actively support diversity and inclusion and ensure that all our employees are valued and treated with dignity and respect. We want to encourage everyone in our business to reach their potential.
- 2) We recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and procedure, we have made the decision to adopt a formal policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action up to and including dismissal.
- 3) We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.
- 4) The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
- 5) The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.
- 6) We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

B) RECRUITMENT AND SELECTION

- 1) The recruitment and selection process is crucially important to any equality, inclusion & diversity policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
- 2) Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.
- 3) Job descriptions, where used, will be revised to ensure that they are in line with this policy. Job requirements will be reflected accurately in any personnel specifications.
- 4) We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
- 5) We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
- 6) All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.
- 7) All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.
- 8) Short listing and interviewing will be carried out by more than one person where possible.
- 9) Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
- 10) We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of

English required for the safe and effective performance of the job.

- 11) Selection decisions will not be influenced by any perceived prejudices of other staff.

C) TRAINING AND PROMOTION

- 1) Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.
- 2) All promotion will be in line with this policy.

D) MONITORING

- 1) We will maintain and review the employment records of all employees in order to monitor the progress of this policy.
- 2) Monitoring may involve:
 - a) the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;
 - b) the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and
 - c) recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.
- 3) The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

20. TERMINATION OF EMPLOYMENT

A) RESIGNATIONS

All resignations must be supplied in writing, stating the reason for resigning your post.

B) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Statement of Main Terms of Employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

C) RETURN OF OUR PROPERTY

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

D) GARDEN LEAVE

If either you or the Council serves notice on the other to terminate your employment the Council may require you to take “garden leave” for all or part of the remaining period of your employment.

NB.

During any period of garden leave you will continue to receive your full salary and any other contractual benefits.

21. APPENDIX 1 FLEXIBLE WORKING HOURS

Introduction

1. Cwmbran Community Council operates a scheme of flexible working hours for its staff. The Scheme has been drawn up in consultation with staff.
2. These notes describe the Scheme. Anyone requiring further information should consult the Clerk to the Council.
3. This Scheme applies to the Council's Office based staff, that is:
 - (i) The Clerk to the Council
 - (ii) The Administrative Officer
 - (iii) The Clerical Officers

The Scheme

The Council's Public Opening Hours are 8.30am - 5.00pm Monday to Thursday and 8.30am - 4.30pm on Fridays. That is, a 37 Hour Week. Cover must be maintained during this period. However this Scheme allows for a flexible approach to this, as described below:

- (a) Bandwidth: 7.30 am to 6.00 pm

The earliest time anyone can normally start through to the latest possible finishing time (excluding evening meetings/events).

- (b) Core Time: 10.00 am to 12.00 noon. 2.00 pm to 3.30 pm

Those times within the bandwidth during which all staff must normally be present and available for work, subject to sickness, holidays and other authorised absences. All staff must take a minimum half hour lunch break.

Arrivals or departures outside of these hours are only permitted with the approval of the Clerk.

- (c) Flexible Time: 7.30 am to 10.00am; 3.30 pm to 6.00 pm

Those parts of the day when a measure of choice of working times can normally be exercised. However, this will always be the subject to preplanning requirements to maintain the level of service and the need to manage unforeseen circumstances.

Each post holder is occasionally required to work outside normal office hours as appropriate, to support evening meetings and other events, including some weekend work. These occasions will be agreed with staff in advance but are a necessary part of the work of all staff in order that the Council can continue to deliver its established programme of events and activities. Nothing in this Scheme alters this requirement.

A scheme of flexible working hours requires a system for recording the number of hours worked. Staff are required to "sign in" manually when they are ready to start work in the morning or after lunch and "sign out" when they are ready to leave for lunch break or at the end of the day. This should be done each time staff start or finish work.

Staff are allowed to build up Flexi time and use that time to take "Flexi Leave" as an alternative to annual leave. Staff should not normally build up more than 10 hours of Flexi Time. Flexi Leave should be taken within the same Pay Reference Period (ie within that month) soon as possible after it has been accumulated. All Flexi Leave should be agreed with the Clerk or Administrative Officer and will be recorded on individual "Flexi Cards" kept for these purpose.

Here are some explanations about other aspects of this Scheme.

Absences

Staff should not remain 'signed -in' for any of the following absences:

Annual leave Sick leave Flexi leave Time Off for Trade Union Activities Attendance at Training Course or College Public Service Duties Smoking breaks Home Working Absences covered in the Leave of Absence Policy

Credits to cover such absences other than flexi leave or smoking breaks are achieved via the adjustment card. The credit for a full day's absence is 7 hours 30 minutes Monday to Thursday and 7 hours on a Friday. For a half day 3 hours 45 minutes Monday to a Thursday and 3 hours 30 minutes on a Friday. For absences of less than a half day, the actual time involved should be credited.

If taking a half day in the morning staff should return to work not later than 2.00 pm, if taking a half day in the afternoon you should leave no earlier than 12 noon.

Sickness Absence

The same standard credits will be entered for sickness absence as for other absences listed above. Existing arrangements for notification and certification will continue to apply, that is, any member of staff who is sick should telephone the Clerk or Administrative Officer (office land line) as soon as possible on the first day of sickness and at regular intervals thereafter.

There is no need to complete adjustment cards for sickness absence, an appropriate credit will be entered by the Administrative Officer. Such credits will continue to be applied automatically until staff return.

Employees reporting for work late due to sickness, will be credited with all time lost within normal working hours.

Employees reporting for work after 8.30 am and then leaving due to sickness, will be credited with a full day's time or the hours between their starting time and the end of normal office hours whichever is the shorter.

Absence for Medical/Hospital/ Antenatal Appointments

Absence for hospital appointments will require the advance approval the Clerk or Administrative Officer.

As far as possible, routine medical appointments should be arranged outside Office Hours. Time will not normally be given for routine optician, dental or GP appointments, however in certain circumstances as is deemed reasonable by the Clerk, time may be claimed back for certain appointments. Each request will be judged on its merits. All requests for such time off should be made to the Clerk.

Individuals are allowed to claim back time for antenatal appointments as this is a statutory entitlement.

Arrangements for signing in and out will depend upon whether staff attend for the appointment before starting work, attend after starting work and then return to work or attend after starting work and do not return to work.

Adverse Weather Conditions (“Snow Leave.”)

In cases of inclement weather all staff should attempt to come to work. Any staff who are unable to do so will be required to take leave (or use any accrued flexi leave). This will be undertaken in consultation with the Clerk.

Smoke Breaks

Smoke Breaks are allowed at the discretion of the Clerk or Administrative Officer. Staff are normally expected to “sign out” for Smoke Breaks.

Day Release

All credit hours in respect of day release should be obtained via the Flexi Card up to a maximum of a complete day.

Home Working

Home Working will be regarded as exceptional

All requests for Home Working shall be agreed with the Clerk. Time spent working from home can be claimed back, but the hours claimed must be agreed by the Clerk.

In the case of the Clerk, any Home Working will be agreed with the Leader of the Majority Group.

Travelling Time

Employees should travel to and from work in their own time.

Where an employee spends part of a day on site and either travels directly from home to site or directly from site to home, the time to be recorded should take into account the time which the employee would have spent travelling between his home and the office, which must not be claimed as working time.

Employees who on a regular basis are required to visit offices or sites immediately from home, or to return home from sites or outside offices at the end of the day, shall with the prior permission of the Clerk or Administrative Officer claim Business Absence. This will be added to the time recorded as working for that day.

Termination of Employment

Employees leaving the Council’s employment should bring their Flexi Time balance to nil by the date of leaving. Should there be a debit balance outstanding, an appropriate adjustment may be made to salary. Conversely, in exceptional cases, an employee with credit hours leaving the Authority, may be paid for credit hours accrued. This will be agreed by the Clerk.

Interpretation of Scheme

If staff have any queries as to how this Scheme affects them, they should first approach the Clerk or Administrative Officer for clarification.

The arrangements for the operation of flexible working hours will be the subject of regular review. Staff will be notified of any amendments or alterations which are agreed as quickly as possible.

Should staff remain unhappy regarding a decision concerning the interpretation of the scheme, they should follow Cwmbran Community Council’s normal HR policies for dealing with such issues eg. grievance/appeals procedure.

Conclusion

Although flexible working hours brings benefits to staff, the work of the Council and the best interests of its customers must not suffer. The success of the scheme depends upon common sense and goodwill. There may be one-off occasions when the business needs of the Council require a departure from this scheme.

Similarly, there may be one-off occasions when an individual's circumstances require an aspect of the scheme to be relaxed. Such occasions shall be agreed by the Clerk.

Any employee found to be abusing this trust in any way will be dealt with under the disciplinary code.

It will not always be possible to allow flexibility on a particular day of course. Should this occur, the Clerk will discuss the position with staff.