
Brackla Community Council



Cyngor Cymunedol Bracla
Cymuned Clos

EMPLOYEE HANDBOOK

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Brackla Community Council



Cyngor Cymunedol Bracla
Cymmuned Clos

INTRODUCTION

The success of any organisation and that of its employees depends very largely on the employees themselves, and so we look to you to play your part as we shall continue to play ours.

We provide equal opportunities and are committed to the principle of equality regardless of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability. We will apply employment policies that are fair, equitable and consistent with the skills and abilities of our employees and the needs of the Community Council. We look to your support in implementing these policies to ensure that all employees are accorded equal opportunity for recruitment, training and promotion and, in all jobs of like work, on equal terms and conditions of employment.

We will not condone any discriminatory act or attitude in the conduct of the Community Council's business with our customers or clients, the public or our employees. Acts of harassment or discrimination on the grounds of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability are disciplinary offences.

We welcome you and express our sincere hope that you will be happy here in our team. We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains a great deal of helpful information.

JOINING OUR ORGANISATION

A) PROBATIONARY PERIOD

You join us on an initial probationary period of six months. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time.

We reserve the right not to apply our full contractual capability and disciplinary procedures during your probationary period.

B) JOB DESCRIPTION

You have been provided with a job description of the position to which you have been appointed but amendments may be made to your job description from time to time in relation to our changing needs and your own ability.

C) EMPLOYEE TRAINING

At the commencement of your employment you will receive appropriate training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities within the Community Council. It is a condition of your employment that you participate in any training deemed necessary by us for you to reach required levels of attainment standards.

D) JOB FLEXIBILITY

It is an express condition of employment that you are prepared, whenever necessary, to perform alternative duties within the Community Council which you might reasonably be expected to undertake and which are within your level of skill/competence. This flexibility is essential as the type and volume of work is always subject to change, and it allows us to operate efficiently and gain maximum potential from all our employees.

E) MOBILITY

It is a condition of your employment that you are prepared to work throughout the Brackla Community Council area as required. This mobility is essential to the smooth running of the Community Council.

SALARIES, ETC.**A) ADMINISTRATION**

1. Payment

- a. For weekly paid staff the pay week ends on Sunday midnight. Salaries are paid, in arrears, on the Thursday following the end of the pay week.
- b. For monthly paid staff the pay period is the calendar month. Salaries are paid by the last day of the current month.
- c. You will receive a payslip showing 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.
- d. Any pay queries that you may have should be raised with the Community Council's Accountants.

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 in your dealings with the Inland Revenue and other government departments, or if completing a self-assessment form.

B) LATENESS/ABSENTEEISM

1. You must attend for work punctually at the specified time(s). Unacceptable/persistent lateness will result in disciplinary action.
2. All absences must be notified in accordance with the sickness reporting procedure laid down in this Employee Handbook.
3. Absence may result in disciplinary action and/or loss of appropriate payment.

C) MATERNITY/PATERNITY LEAVE AND PAY

You may be entitled to maternity/paternity leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant you should notify the Chair or the Clerk, as appropriate, at an early stage so that your entitlements and obligations can be explained to you.

D) PARENTAL LEAVE

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

E) 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 Chair or the Clerk, as appropriate, who, if appropriate, will agree the necessary time off.

HOLIDAY ENTITLEMENT AND CONDITIONS

A) ANNUAL HOLIDAYS

1. Your holiday year begins on 1st April and ends on 31st March each year.
2. Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).
3. It is our policy to encourage you to take all of your holiday entitlement in the current holiday year.

B) CONDITIONS APPLYING TO YOUR ANNUAL HOLIDAY ENTITLEMENT

1. You should complete an annual leave request form for all holiday requests and have it approved by the Chair before you make any firm holiday arrangements.
2. Holiday requests will only be considered if you present them on an annual leave request form and we will allocate agreed holiday dates on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
3. You should normally give at least one week's notice of your intention to take holiday.
4. You may not normally take more than two working weeks' consecutively.
5. Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.
6. You are required to reserve up to four days of your annual entitlement to take during the Christmas/New Year period. If you have not accrued sufficient holiday entitlement to cover this period you will be given unpaid leave of absence.
7. You are required to take at least one week of your annual holiday by the end of April.
8. In the event of the termination of your employment any holidays accrued but not taken will be paid for. However, in the event of you having taken holidays in the current holiday year, which have not been accrued pro-rata, then the appropriate payments will be deducted from your final pay. This is an express written term of your contract of employment.

C) PUBLIC/BANK HOLIDAYS

Your entitlement to public/bank holidays and to any additional payment which may be made for working on a public/bank holiday is shown in your individual Statement of Main Terms of Employment.

ANNUAL LEAVE REQUEST

NAME:

ADDRESS:

I wish to take leave

from (day)
(date) (time)

to (day)
(date) (time)

Total number of days taken:

Number of days leave remaining:

Signed:

Authorised:.....

Job title:.....

Date:

SICKNESS/INJURY PAYMENTS AND CONDITIONS

A) NOTIFICATION OF INCAPACITY FOR WORK

1. You must notify us by telephone at the earliest possible opportunity and, other than in exceptional circumstances only, no later than 9.00 am on the first day of incapacity. Notification should be made personally (or if you are unable to do so, then by a relative, neighbour or friend), to the Chair or the Clerk, as appropriate. You should try to give some indication of your expected return date and notify us as soon as possible if this date changes.
2. 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. Doctors' certificates are not issued for short-term incapacity. In these cases of incapacity (up to seven calendar days) you must sign a self certification 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 doctors' medical certificates to cover the remaining period of your absence.

C) PAYMENTS

1. You are entitled to statutory sick pay (SSP) if you are absent because of sickness or injury provided you meet the criteria in the current SSP regulations. When you are absent for four or more consecutive days you will be paid SSP by us if you are eligible. This is treated as pay 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 Chair or the Clerk, as appropriate, 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 form and hand this to the Chair or the Clerk, as appropriate.
4. Upon returning to work after any period of sickness/injury absence, you will be required to attend a return to work interview to discuss your state of health and fitness for work.

E) GENERAL

1. Submission of a medical certificate or self certification form, although giving us the reason for your absence, may not always be regarded by us 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 to us.
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. 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 or for you to be independently medically examined. The Community Council will meet the cost of any medical reports.

SELF CERTIFICATION

NAME:

ADDRESS:

My absence commenced on (day)

(date) (time)

I returned to work on (day)

(date) (time)

Total number of days absent:

Reason for absence:

Total number of days sick during last 12 months:

Total number of occurrences in last twelve months:

Signed:.....

Return to work interview by:

Job Title:

Date:

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, we would ask all employees to assist us in this matter should we feel that such a search is necessary.
2. If you agree to a request to submit to a search, if practicable you will be entitled to be accompanied by a third party to be selected from someone who is on the premises at the time a search is taking place. This right also applies 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 the Community Council's business, customers or clients 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 the Community Council's 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.

C) COPYRIGHT

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and 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.

D) STATEMENTS TO THE MEDIA

Any statements to reporters from newspapers, radio, television, etc. in relation to the Community Council will be given only by the Chair or nominated deputy

E) USE OF COMPUTER EQUIPMENT

In order to control the use of our computer equipment and reduce the risk of contamination the following will apply:-

- a. The introduction of new software must be authorised by the Chair.
- b. Only authorised staff are permitted to have access to our computer equipment.
- c. Only authorised software may be used on any of our computer equipment. Unauthorised software including public domain software, magazine cover disks/CDs or Internet/World Wide Web downloads must not be used

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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 our premises without prior authorisation
 - f. all software must be virus checked using standard testing procedures before being used
 - g. Unauthorised access to the computer facility will result in disciplinary action.
 - h. Unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

F) INTERNET/E-MAIL

Personal use of our Internet and E-Mail facilities during working hours should be kept to a minimum so as not to interfere with the performance of your job. Failure to comply with this requirement may result in disciplinary action.

We may monitor your use of our Internet and E-mail facilities for legitimate activities related to the work of the Community Council and in order to check compliance with policies and procedures, maintain security, comply with the law and to ensure that standards are being maintained.

Unless circumstances justify accessing communications, we will limit monitoring to traffic data, e.g. the number of occasions the Internet is used, the subject of E-mails, duration, etc. In addition, unless other action is justified, we will undertake audits rather than continuous monitoring.

Targeted content auditing will not occur unless we reasonably believe that one of the matters referred to above is being/has been breached. Some examples, although this is not an exhaustive list include suspicions about defamation, copyright infringement, harassment and pornography.

G) E-MAIL

There are a number of legal points which arise from the use of E-Mail. To protect both our interests, please make sure you apply the following :-

YOU MUST NOT

1. Respond to "Junk Mail" or give warnings to new E-mail viruses.
2. Forward or respond to chain letter- type E-mail.
3. Make comment, or statements which could in any way be contrived to be defamatory however innocent you consider them to be.
4. Include any information in your E-mail which is protected by copyright i.e. it is copied or published without the consent of the author.
5. Initiate or forward an E-mail which contains obscene or pornographic material.
6. Initiate or forward E-mail which could be considered to constitute an act of harassment or be discriminatory. There are a number of laws which prohibit discrimination on the grounds of, for example, sex, race and disability.
7. Disclose information which is protected by embargo or could in any way be considered confidential to the Community Council and/or the employees.

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8. Make any statements via E-mail which intentionally or unintentionally create a binding contract or make negligent statements.

Failure to comply with the above policy may result in disciplinary action that may lead to dismissal.

H) DATA PROTECTION

The Data Protection Act is primarily intended to protect individuals against possible misuse of information about them processed by computer and to reduce the threat to individual privacy presented by the widespread use of automatic data processing equipment. It is the policy of the Community Council to ensure that all members of staff are aware of data protection requirements and their own individual responsibilities. The processing of personal data is governed by eight principles which require that all personal data must: -

- a. be processed fairly and lawfully
- b. be obtained only for specified and lawful purposes, and will not be processed in any manner incompatible with those purposes
- c. be adequate, relevant and not excessive in relation to the purpose for which it is processed
- d. be accurate and, where necessary, kept up to date
- e. be kept for no longer than is necessary for the purpose for which it is processed
- f. be processed in accordance with the legal rights of data subjects
- g. be subject to appropriate technical and organisational measures to protect against unauthorised or unlawful processing, accidental loss, destruction or damage
- h. not be transferred to a country or territory outside the European Economic area (EEA) unless the country or territory ensures an adequate level of data protection.

You will be expected to assist the Community Council to comply with its obligations under the Data Protection Act when dealing with all data, including manual data and computerised data.

You must only access, vary, erase, copy, or make use of any information in the Community Council's records for the proper discharge of your job duties and to the extent that you are authorised to do so. You must not access, vary, erase, copy, or use any information in the Community Council's records in such a way as to place the Community Council in breach of its legal obligations under the Act. Any failure to abide by this provision may result in disciplinary action.

I) PERSONAL DATA

You agree that personal data (other than sensitive personal data) relating to you and to your employment with the Community Council may, to the extent that it is reasonably necessary in connection with your employment or the activities of the Community Council

- a. be collected and held (in hard copy and computer-readable form) and processed by the Community Council; and
- b. be disclosed or transferred to:
 - i. other appropriate members of staff of the Community Council;
 - ii. any other persons as may be reasonably necessary at the discretion of the Chair of the Community Council;
 - iii. as otherwise required or permitted by law.

You agree that the Community council may process sensitive personal data relating to you, including medical details and details of gender, race and ethnic origin. Personal data relating to gender, race and ethnic origin will be processed by the Community Council not only to meet its legal obligations but, for example, for purposes of personnel management and administration, suitability for employment and for the purpose of monitoring the Community Council's equal opportunity policy with a view to enabling equal opportunity to be promoted and maintained. You agree that the Community Council may disclose or transfer such sensitive personal data to other persons if it is required or permitted by law to do so or, in the case of personal data relating to gender, race or ethnic origin, for the purpose of monitoring, or enabling the monitoring of, the Community Council's equal opportunity policy.

Your consent to the transfer and disclosure of personal data as set out above shall apply regardless of the country or residence of the person to whom the data is to be transferred. Where the disclosure or transfer is to a person resident outside the European Economic Area, the Community Council shall take reasonable steps to ensure that your rights and freedoms in relation to the processing of the relevant personal data are adequately protected.

Except in relation to the conduct of activities to which you are giving your consent to the extent set out above, this does not affect any rights which you have in law in relation to the collection, processing or transfer of personal data relating to you.

J) FREEDOM OF INFORMATION ACT

The Community Council is considered to be a Public Body for the purposes of the Freedom of Information Act and 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 Chair or, if not available, to the Vice Chair, in order that the Community Council complies with the timescales laid down in the Act.

K) CONFLICT OF INTEREST

You may not carry out any private work if it is in any way related to your work within the Community Council and/or could result in a conflict of interest. In addition, you may not independently or in collaboration with other officers of other local authorities, enter into mutual agreements, which are the concern of the respective authorities. You must declare to the Chair any financial or non-financial interests which could conflict with the Community Council's interest. Membership of secret societies must be disclosed whether or not there is a conflict of interest.

L) SECURITY OF PREMISES

1. If you are a keyholder for our offices or stores, it is your responsibility to ensure that the keys are kept safe and secure at all times. They must not be copied or allowed to be used by any unauthorised person. If they keys are lost or stolen at any time, the Chair or the Clerk, as appropriate, must be informed immediately. Failure to comply with these requirements will result in disciplinary action being taken.

The keys remain our property whilst they are in your possession and must be returned to us at the time of the termination of your employment with us, or at any other time upon demand.

2. The last person to leave the premises at the end of each day must ensure that windows and doors are locked, electrical equipment, as appropriate is switched off, any alarms are activated and that the premises are left safe and secure.

STANDARDS

A) WASTAGE

1. We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of all our activities.
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; and
 - 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 re-imburse to us the full or part of the cost of the loss.
4. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

B) BEHAVIOUR AT WORK

1. You should behave with civility towards fellow employees, and no rudeness will be permitted towards customers or clients or 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 Community Council and shall, during normal working hours, devote the whole of your time, attention and abilities to the Community Council and its affairs.
3. Any involvement in activities which could be construed as being in competition with us is not allowed.
4. All reasonable instructions from the Chair or the Clerk, as appropriate, are to be carried out.

C) STANDARDS OF DRESS

As you will come into contact with customers or clients 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.

D) HOUSEKEEPING

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

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, customers or 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. All equipment must be used strictly in accordance with the manufacturers or suppliers instructions.
5. You should report all accidents and injuries at work, no matter how minor, in the accident book that can be found in the office.

B) REFRESHMENT MAKING FACILITIES

In our offices, refreshment making facilities are available for your use, which must be kept clean and tidy at all times. These facilities may be used at any time provided such use does not interfere with the performance of your job.

C) SMOKING POLICY

Our policy must be observed at all times. You are not permitted to smoke anywhere inside our premises at any time.

D) ALCOHOL & DRUGS POLICY

Under legislation we, as your employer, have 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 Community Council and/or the health and safety of our employees.

The effects of alcohol and drugs can be numerous:-

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

- a. absenteeism (e.g. unauthorised absence, lateness, excessive levels of sickness, etc.);
- b. higher accident levels (e.g. at work, elsewhere, driving to and from work); and
- c. work performance (e.g. difficulty in concentrating, tasks taking more time, making mistakes, etc.).

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, where this would normally result in disciplinary action being taken, such action will be suspended for an appropriate period during counselling, treatment, etc. In the event that such assistance is refused or unreasonably discontinued or, if after a reasonable period there is no improvement in behaviour and/or work performance remains poor, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

You should not consume any alcoholic drink prior to commencing work and you must not drink any alcohol during working hours. If you report for work smelling of alcohol, you may be sent away for the remainder of the day and you may also be liable to disciplinary action.

E) HYGIENE

1. A reasonable and appropriate standard of personal hygiene must be maintained during working hours.
2. Any exposed cut or burn must be covered with a first-aid dressing.
3. 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.
4. Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

GENERAL TERMS OF EMPLOYMENT, INFORMATION AND PROCEDURES

A) CHANGES IN PERSONAL DETAILS

You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.

B) OTHER EMPLOYMENT

You must devote the whole of your time, attention and abilities during your hours of work to the duties for which you are employed. You may not, under any circumstances, whether directly or indirectly, undertake any non work-related duties of whatever kind during your hours of work.

You should not take any other employment without our prior permission. Such permission will not be unreasonably withheld provided that there is no conflict of interest and that such other employment does not interfere with the performance of your job or affect your entitlements arising from the current working time legislation.

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 Chair or the Clerk, as appropriate.

D) BEREAVEMENT LEAVE

Individuals' reactions to bereavement vary greatly and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with the Chair or the Clerk, as appropriate, and agree appropriate time off.

E) COMMUNICATIONS

We will try to keep you informed about items of interest by means of ad hoc meetings. You may use these meetings, if you wish (with permission), to promote any particular item of interest to other employees.

F) EMPLOYEES' 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.

G) PARKING

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.

H) MAIL

No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

I) TELEPHONE CALLS/ MOBILE PHONES

Telephones are essential for the Community Council's activities.. Personal telephone calls are allowed only in the case of emergency. You will be required to reimburse us the cost of all other personal calls that you make.

If you have been provided with a mobile phone, you are responsible for its security and safekeeping. If it is lost or stolen the Chair or the Clerk, as appropriate, must be advised immediately. Our mobile phones should only be used for business calls. You will be required to reimburse us the cost of all personal calls that you make.

J) 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.

K) FRIENDS AND RELATIVES CONTACT

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency.

L) DRIVING LICENCE

1. You are required, wherever applicable, to produce your driving licence for our inspection once each year and at any other time when so requested.
2. You must advise us immediately if you receive any type of driving conviction or any summons which may lead to your conviction, and also provide us with details of any other changes to your driving licence.
3. If it is a requirement of your job duties that you possess a current driving licence, the loss of such a licence as a result of a motoring conviction or on health grounds, may, if we are unable to provide suitable alternative employment, lead to the termination of your employment.

M) USE OF OUR VEHICLES

- a. At all times whilst driving, you are expected to drive safely, courteously and within the law.
- b. You must ensure that you are fully aware of the Highway Code and you must drive within speed limits at all times.
- c. You must not use hand-held mobile phones whilst driving. Hands-free equipment should be used if making or receiving calls whilst driving.
- d. You should advise us if you are taking any medication, prescribed or non-prescribed, or suffer from any medical conditions, particularly where this could affect your ability to drive a vehicle. Failure to advise us will render you liable to disciplinary action.
- e. You should only drive the vehicle when you are fit to do so. On long or strenuous journeys, you should take breaks to avoid becoming tired or fatigued.

MAKING A PROTECTED DISCLOSURE

A) INTRODUCTION

1. Under certain circumstances, employees have legal protection if they make disclosures about organisations for whom they work. These employees are commonly referred to as 'whistle blowers' and their activities have often received wide publicity in the media.
2. An employee who believed, for example, that organisations were disposing of toxic waste illegally may have 'blown the whistle' directly to the press or television, perhaps because of concern for the environment, a belief that the organisation would attempt a 'cover-up' if asked to stop, or for financial gain.
3. Employees, who blew the whistle on organisations, were often treated detrimentally by them or their employment was terminated. This discouraged employees from whistle blowing even where such action would be for the good of the public. The legislation is designed to protect employees from suffering any detriment or termination of employment for whistle blowing.

B) QUALIFYING DISCLOSURES

1. Certain disclosures are prescribed by law as 'qualifying disclosures'. Disclosures are qualifying disclosures where it can be shown that the Community Council commits 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.

C) THE PROCEDURE

1. If you so wish you should in the first instance report any concerns you may have to the Chair 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 organisation or body, e.g. the Police, the Environment Agency, Health and Safety Executive or Social Services Department.
2. If you do not wish to report your concerns to the Chair you may take them direct to the appropriate organisation or body.

D) GENERAL NOTES

1. The Public Interest Disclosure Act 1998 prevents you from suffering a detriment or having your contract terminated for 'whistle blowing' and we take very seriously any concerns which you may raise under this legislation.
2. We encourage you to use the procedure if you are concerned about any wrong doing at work. However, if the procedure has not been invoked in good faith (e.g. for malicious reasons or in pursuit of a personal grudge), then it will make you liable to immediate termination of employment or such lesser disciplinary sanction as may be appropriate in the circumstances.

CAPABILITY AND CAPABILITY DISMISSAL 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

1. If the nature of your job changes we will make every effort to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. If we have concerns regarding your capability these will 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, 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 an agreed period of time, you will be dismissed with the appropriate notice.

C) PERSONAL CIRCUMSTANCES

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 circumstances, 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 but you will retain the right to a hearing and you will have the right to appeal.

DISCIPLINARY AND DISCIPLINARY DISMISSAL 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 as a means of punishment.
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 inviting you to 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 full 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 a trade union official, who may act as a witness or speak on your behalf, 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 conditions, procedures, rules etc. within this handbook will also result in the disciplinary 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 anywhere inside our premises;
- c. consumption of alcohol on the premises or during working hours;
- d. persistent absenteeism and/or lateness;
- e. unsatisfactory standards or output of work;
- f. rudeness towards customers or 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 the Community Council and its affairs during your normal working hours;
- h. unauthorised use of our computer equipment, 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. use of our vehicles without approval or the private use of our vehicles without authorisation;
- m. failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs;
- n. if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction; and
- o. carrying unauthorised goods or passengers in our vehicles or the use of our vehicles for personal gain.

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.
2. 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 illegal drugs at work;
- 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 procedure to take account of your length of service and to vary the procedure accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal but you will retain the right to a disciplinary hearing and you will have the right of appeal.
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.

Formal verbal warning	Disciplinary Sub Committee
Written warning	Disciplinary Sub Committee
Final written warning	Disciplinary Sub Committee
Dismissal	Disciplinary Sub Committee

H) PERIOD OF WARNINGS

1. Formal verbal warning

A formal verbal warning will normally be disregarded after a six month period.

2. Written warning

A written warning will normally be disregarded after a twelve month period.

3. Final written warning

A final written warning will normally be disregarded 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.

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 Appeals Sub Committee as 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 either too severe, inappropriate or unfair in the circumstances.
4. The appeal procedure will normally be conducted by members of the Appeals Sub Committee who have not previously been 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 members of the Appeals Sub Committee conducting 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 official, who may act as a witness or speak on your behalf. The result of the appeal will be made known to you in writing within five working days after the hearing.

GENERAL DISMISSAL AND APPEAL PROCEDURES

This section of the Employee Handbook does not form part of your Contract of Employment but the procedures set out below may apply, where legally required, in the specific circumstances described in your individual Statement of Main Terms of Employment.

Step 1: Statement of grounds for action and invitation to meeting.

- Your alleged conduct or characteristics, or other circumstances, which lead us to contemplate dismissing or taking disciplinary action against you, will be set out in writing.
- This statement, or a copy of it, will be sent to you and you will be invited to attend a meeting to discuss the matter.

Step 2: Meeting.

- The meeting will take place before action is taken, except in the case where disciplinary action consists of suspension.
- The meeting will not take place unless:
 - (a) you have been informed what the basis was for including in the statement, under Step 1, the ground or grounds in it; and
 - (b) you have had a reasonable opportunity to consider your response to that information.
- You must take all reasonable steps to attend the meeting.
- After the meeting, you will be informed of the decision and notified of the right to appeal against the decision if you are not satisfied with it.

Step 3: Appeal.

- If you wish to appeal, you must inform us.
- If you inform us of your wish to appeal, you will be invited to attend a further meeting.
- You must take all reasonable steps to attend the meeting.
- The appeal meeting need not take place before the dismissal or disciplinary action takes effect.
- After the appeal meeting you will be informed of the final decision.

General Requirements:

The following requirements will be adhered to in respect of the above procedures (so far as applicable):

- Each step and action under the procedure will be taken without unreasonable delay.
- Timing and location of meetings will be reasonable.
- Meetings will be conducted in a manner that enables both parties to explain their cases.

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. Whilst we will give the same consideration to any grievance that you raise verbally, provided that you make it clear that you wish it to be treated formally, you should be aware that, in most circumstances, the law requires you to provide us with written details of your grievance before taking certain types of legal action.
3. You have the right to be accompanied at any stage of the procedure by a fellow employee or a trade union official 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 Appeals Sub Committee within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend.
6. Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

PERSONAL HARASSMENT POLICY AND PROCEDURE

A) INTRODUCTION

1. Many people in our society are victimised and harassed as a result of their race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability.
2. Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.
3. We recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

B) POLICY

1. We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.
2. We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.
3. We recognise that we have a duty to implement this policy and all employees are expected to comply with it.

C) EXAMPLES OF PERSONAL HARASSMENT

Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one employee towards another and examples of harassment include:

- a. insensitive jokes and pranks;
- b. lewd or abusive comments about appearance;
- c. deliberate exclusion from conversations;
- d. displaying abusive or offensive writing or material;
- e. unwelcome touching; and
- f. abusive, threatening or insulting words or behaviour.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of personal harassment.

D) 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 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 Chair, 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 Chair 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;
- 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 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, a draft report of the findings and of the investigator's proposed decision will be sent, in writing, to you and to the alleged harasser.

If you or the alleged harasser are dissatisfied with the draft report or with the proposed decision this should be raised with the investigator within five working days of receiving the draft. Any points of concern will be considered by the investigator before a final report is sent, in writing, to you and to the alleged harasser. You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

E) GENERAL NOTES

1. If the report concludes that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary and disciplinary dismissal procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
2. If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if the report concludes that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

EQUAL OPPORTUNITIES POLICY

A) STATEMENT OF POLICY

1. 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 equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.
2. The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability.
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 equal opportunities 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 our equal opportunities 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.
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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.

TERMINATION OF EMPLOYMENT

A) RETIREMENT

The normal age for retirement is 65, and it is our policy for employees to retire on their 65th birthday. In certain circumstances consideration may be given to fresh employment being offered to you after retirement. Such offers will be totally at the discretion of the Community Council.

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

Once either side has given notice of termination of employment, we may, at any time and for any period, require you to cease performing your job and/or exclude you from entering our premises. During such period, referred to as "garden leave", we will continue to pay you your salary and provide all benefits that form part of your contract of employment and you will continue to be bound by the terms of your contract of employment.