

## **Council Constitution, Part 4.9 - Council Constitution, Part 4.9 - Rules of Procedure (Chief Officers and Deputy Chief Officers Disciplinary Procedure Rules)**

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## **1 The Local Authorities (Standing Orders)**

The Local Authorities (Standing Orders) (Wales) Regulations 2006 as amended by the Local Authorities (Standing Orders)(Wales) (Amendment) Regulations 2014 (“the Regulations”) set out mandatory requirements in respect of disciplinary proceedings relating to the Chief Executive, the Monitoring Officer , the Section 151 Officer and the Head of Democratic Services; they also apply to an officer who was, but at the time of the proposed disciplinary action no longer is such an officer, and where the alleged misconduct, or, as the case may be, the reason for the proposal for dismissal, occurred during the period when the officer was such an officer.

The Council has also resolved that this procedure will apply to all officers employed on JNC terms and conditions.



## **2 Intention**

This standing order is intended to give effect to the Regulations, but also sets out a prescriptive disciplinary procedure, which incorporates the JNC for Chief Executives for Local Authorities model procedure, with modifications, and which are to be applied in the

event of an allegation against the officer/s. It will consist of initial guidance and then a procedure to be followed in all cases.



### 3 Interpretations

The interpretations below are those that are set out in the 2006 Regulations as amended and the relevant parts are replicated below. (Regulation 2):

- a) "The 1989 Act" ("Deddf 1989") means the Local Government and Housing Act 1989;
- b) "The 2000 Act" ("Deddf 2000") means the Local Government Act 2000;
- c) "chief officer" ("prif swyddog) means:
  - i) The Chief Executive;
  - ii) Its monitoring officer;
  - iii) A statutory chief officer mentioned in paragraph (a), (c) or (d) of section 2(6) of the 1989 Act, or
  - iv) A non-statutory chief officer (within the meaning of section 2(7) of the 1989 Act);

and any reference to an appointment or purported appointment of a chief officer includes reference to the engagement or purported engagement of such an officer under a contract of employment;

- d) "chief finance officer" ("prif swyddog cyllid") means the officer having responsibility, for the purposes of section 151 of the Local Government Act 1972 (financial administration) for the administration of the local authority's financial affairs;
- e) "disciplinary action" ("camau disgyblu") in relation to a member of staff of the authority means any action occasioned by alleged misconduct which, if proved, would, according to the usual practice of the authority, be recorded on the member of staff's personal file, and includes any proposal for dismissal of a member of staff for any reason other than redundancy, permanent ill-health or infirmity of mind or body, but does not include failure to renew a contract of employment for a fixed term unless the authority has undertaken to renew such a contract;
- f) "head of democratic services" ("pennaeth gwasanaethau democrataidd") means the officer designated under section 8 of the Local Government (Wales) Measure 2011;
- g) "head of the authority's paid service" ("pennaeth gwasanaeth taledig yr awdurdod") means the officer designated under section 4(1) of the 1989 Act (designation and reports of Chief Executive);
- h) "monitoring officer" ("swyddog monitro") means the officer designated under section 5(1) of the 1989 Act (designation and reports of monitoring officer);
- i) "working day" ("diwrnod gwaith") means any day which is not a Saturday, a

Sunday, Christmas Eve, Christmas Day, Maundy Thursday, Good Friday, a bank holiday in Wales or a day appointed for public thanksgiving or mourning (and "bank holiday" means a day to be observed as such under section 1 of and Schedule 1 to the Banking and Financial Dealings Act 1971).



#### **4 The power to confirm**

The power to confirm the dismissal of the head of the authority's paid service must be exercised by Council itself (Regulation 7). In respect of the Monitoring Officer, the Chief Financial Officer, the Head of Democratic Services and all other officers on JNC conditions, any disciplinary action may be taken by the Chief Officers Disciplinary Committee and the Chief Officers Appeals Committee (Part 2, Paragraph 4 (1) of Schedule 3).



#### **5 Executive membership requirement**

At least one member of the Executive must be a member of the Chief Officers Disciplinary Committee and the Chief Officers Appeals Committee (Part 2, Paragraph 4 (2) (a) of Schedule 3) There is no such requirement in relation to the Investigation Committee, but this does not preclude a member of the executive from so sitting on that Committee.



#### **6 Executive member restriction**

Not more than half of the members of the Chief Officers Disciplinary Committee and the Chief Officers Appeals Committee are to be members of the executive of the authority (Part 2, paragraph 4 (2) (b) of Schedule 3).



#### **7 Disciplinary action**

No disciplinary action (other than action to which paragraph 18.5 applies) in respect of the officers to which this procedure applies may be taken by the relevant authority, or by a committee, a sub-committee, a joint committee on which the relevant authority is represented or any other person acting on behalf of the relevant authority, other than in accordance with a recommendation in a report made by a Designated Independent Person (DIP) under regulation 9 of the Local Authorities (Standing Orders) (Wales) Regulations 2006 as amended. (investigation of alleged misconduct). (Regulation 8 and Schedule 4 paragraph 2 – verbatim).



#### **8 Suspension due to alleged misconduct**

The action to which this paragraph applies is suspension of the officer for the purpose of

investigating the alleged misconduct occasioning the action; provided such suspension is on full pay and terminates no later than the expiry of two months beginning on the day on which the suspension takes effect." (Schedule 4 Paragraph 3).



## **9 The Appeal & Awards**

The Appeal & Awards Committee is delegated the authority to suspend the relevant officer.



## **10 Investigating Committee**

The Appeal & Awards Committee will be the relevant Investigating Committee (the "IC") and will perform the function of carrying out an initial investigation to consider the alleged misconduct.



## **11 Membership of the IC**

For these purposes the IC must:

- a) Consist of a minimum of 3 members of the authority; (Regulation 9 (2) (a) & (b) – the committee will already have been set up at the first regular Council);
- b) Be politically balanced in accordance with section 15 of the 1989 Act; and
- c) Must, within 1 month of the referral of alleged misconduct to it, consider the allegation of misconduct and decide whether it should be further investigated. (Regulation 9 (2) (a) (b) & (c) – the committee will already have been set up at the first regular Council).



## **12 Process of the IC**

For these purposes the IC must:

- a) Consist of a minimum of 3 members of the authority; (Regulation 9 (2) (a) & (b) – the committee will already have been set up at the first regular Council);
- b) Be politically balanced in accordance with section 15 of the 1989 Act; and
- c) Must, within 1 month of the referral of alleged misconduct to it, consider the allegation of misconduct and decide whether it should be further investigated. (Regulation 9 (2) (a) (b) & (c) – the committee will already have been set up at the first regular Council).



## **13 Designated independent person**

Where it appears to the IC that an allegation of misconduct by the relevant officer should be further investigated, it must appoint a person ("the designated independent person"- the DIP) for the purposes of the standing order which incorporates the provisions in Schedule 4 (or provisions to the like effect). Regulation 9 paragraphs (3) & (4).



## 14 Appointing a DIP

In deciding whether to appoint a DIP, the IC shall, in considering whether there is an allegation of misconduct against a relevant officer that requires further investigation, take into account the following factors:

- a) Is the allegation such that if it were proved it would lead to dismissal or other action which would be recorded on the officers personal file; and
- b) There is evidence in support of the allegation sufficient to require further investigation.



## 15 Appointment of DIP

In the event that this test is satisfied, the IC will proceed to appoint a DIP.



## 16 The DIP who is appointed

The DIP who is appointed – (Regulation 9 paragraphs (5) to (11):

- a) Must be such person as may be agreed between the authority and the relevant officer within 1 month of the date on which the requirement to appoint the designated independent person arose; or
- b) Where there is no such agreement, must be such person as is nominated for the purpose by the Welsh Ministers.



## 17 What the DIP may do

The DIP –

- 1 May direct:
  - a) That the authority terminate any suspension of the relevant officer;
  - b) That any such suspension is to continue after the expiry of the two month period referred to in 6;
  - c) That the terms on which any such suspension has taken place are to be varied in accordance with the direction; or
  - d) That no steps (whether by the relevant authority or any committee, sub-committee or officer acting on behalf of the relevant authority) by way of disciplinary action or further disciplinary action against the relevant officer,

other than steps taken in the presence, or with the agreement, of the designated independent person, are to be taken before a report is made under sub-paragraph 4.

- 2 May inspect any documents relating to the conduct of the relevant officer which are in the possession of the relevant authority, or which the relevant authority has power to authorise the designated independent person to inspect;
- 3 May require any member or member of staff of the relevant authority to answer questions concerning the conduct of the relevant officer;
- 4 Must make a report to the authority—
  - a) Stating an opinion as to whether (and, if so, the extent to which) the evidence obtained supports any allegation of misconduct against the relevant officer; and
  - b) Recommending any disciplinary action which appears appropriate for the relevant authority to take against the relevant officer, and
  - c) Must no later than the time at which the report is made under sub-paragraph 4; send a copy of the report to the relevant officer.
- 5 The relevant officer and the authority must, after consulting the designated independent person, attempt to agree a timetable within which the designated independent person is to undertake the investigation.
- 6 Where there is no agreement under paragraph 5, the DIP must set a timetable as that person considers appropriate within which the investigation is to be undertaken.
- 7 The authority must consider the report prepared by the DIP within one month of receipt of that report by the authority.
- 8 The authority will pay reasonable remuneration to a designated independent person appointed by the IC and any costs incurred by, or in connection with, the discharge of functions under this regulation.
- 9 The procedure for receiving allegations of misconduct or capability or a breakdown in trust and confidence is set out below.



## **18 Procedure for Discipline in respect of JNC Officers**

- 1 **Introduction**
  - a) This procedure is based upon the model disciplinary procedure contained in the Joint Negotiating Committee for Chief Executives of Local Authorities National Salary Structure and Conditions of Service Handbook.
  - b) If a matter is prescribed in the Local Authorities (Standing Orders) (Wales) Regulations 2006 as amended which is not referred to in this procedure or where there is a conflict, the Regulations take precedence.

## 2 **General**

- a) Procedures are set out below for use in cases relating to discipline, and any proposal to dismiss on the basis of a breakdown in trust and confidence. The Joint Secretaries of the JNC should be notified as soon as it is proposed to use this procedure and the relevant officer and the authority will attempt to contact the appropriate side secretary as soon as possible to ascertain whether more detailed assistance may be desirable. A precedent for this purpose is set out in Schedule Two below.
- b) In general, informal conciliation is to be preferred to invoking this formal procedure if it can bring about a mutually agreed solution to the problems that have arisen. Such solutions should make it clear what specific changes in behaviour and/or performance are expected and within what timescales. In the event that informal conciliation is not possible or practicable, the formal process will apply.
- c) Any decisions in these matters must be in accordance with the requirements of the law in respect of the rules of natural justice and the relevant Standing Order Regulations in force at the time.
- d) Any disciplinary procedures should be handled as quickly as possible but this must be measured against the need to investigate the case fully and to give the relevant officer an opportunity to reply fully to the complaints.

## 3 **Procedure**

- a) Any allegations of misconduct should be notified to the Strategic Human Resources and Organisational Development Manager who will be the responsible officer for this purpose. For the avoidance of doubt, the one month timescale referred to in paragraph 16(a) of the Standing Order above, begins to run from the day the allegation is received by the responsible officer.
- b) The responsible officer will then prepare a report and forward it to both the Appeal & Awards Committee and the relevant officer or his or her representative. A date will be set for the Committee to meet as soon as the allegation is received.
- c) In cases of urgency or where there is a serious allegation, the Committee may meet on short notice to consider the question of suspension only and the relevant officer will be given reasonable notice of the meeting.

## 4 **The Investigation Meeting**

- a) The relevant officer will be permitted to respond both in writing and orally at the Investigation Committee Meeting save that the remit of the Committee is inquisitorial in nature and no cross examination will be permitted at the Meeting.
- b) The relevant officer will be entitled to be represented by his or her trade union representative or some other person of his or her choice but this shall not be at the authority's cost.
- c) The Committee will meet to consider the allegation in order to determine

whether there is an allegation of misconduct by the relevant officer which requires further investigation by a Designated Independent Person (DIP).

- d) The Committee will be advised by a legal officer at all times.
- e) The procedure for the Committee Meeting will be as follows:-
  - i) The Strategic Human Resources and Organisational Development Manager or their nominated deputy will outline the allegation and introduce any evidence that the Authority wishes to rely on in support;
  - ii) Any witnesses for the authority will give their evidence and questions will be permitted;
  - iii) the relevant officer or his representative will present their defence;
  - iv) Any witnesses for the relevant officer will give their evidence and questions will be permitted;
  - v) The Committee will then adjourn to deliberate and decide whether there is a case that merits further investigation;
  - vi) The Committee will re-convene to deliver their decision to the relevant officer.
- f) The Committee will assess any evidence provided in support of the allegations and anything said in defence. The Committee will then decide whether it is in a position to dismiss the allegation. If it cannot, and further investigation is needed, the Committee must refer the matter to the DIP.
- g) If the Committee decides that the matter is dismissed, then that will be an end to the allegation and no record will be made on the relevant officers' personal file.
- h) If the matter is to be referred to a DIP, the Committee will draw up the charges that will form the basis of the remit of the DIP and these will be communicated to both the DIP and the relevant officer in writing.
- i) A liaison officer will be appointed within the authority to assist the DIP with logistical arrangements and to keep the responsible officer informed of progress.

## 5 **Suspension**

- a) When carrying out its deliberations, the Committee will also consider whether suspension is appropriate. In disciplinary cases, suspension may be appropriate where the relevant officers continuing presence at work might compromise the investigation or impair the efficient exercise of the authority's functions or where a repeat of the alleged offence could have serious consequences for the Authority.
- b) In these circumstances, the suspension must be for a maximum period of two months from the date of the initial suspension and the officer will continue to receive full pay for all of the period of suspension.
- c) For calculation purposes, the suspension period will be deemed to commence on the date which is the day before the Committee decides to suspend and then count forward two calendar months from this date.



- d) If the Committee decides that suspension is appropriate, the reasons for the decision to suspend and the terms of any suspension will be communicated in writing to the relevant officer. In accordance with Regulation 9 of the Regulations, any suspension is subject to any direction of the DIP.
- e) The authority is able to request that the DIP consider as to whether to authorise that the suspension may continue over the maximum two month period, but no continuation of the suspension is permissible unless expressly authorised by the DIP.
- f) The necessity for suspension should be reviewed by the Strategic Human Resources and Organisational Development Manager at regular intervals and where possible lengthy periods of suspension are to be avoided. Consideration may also be given to home working as an alternative to suspension, but this is dependent on the allegation and the feasibility of such an arrangement.
- g) Whilst suspension is a neutral act and is in no way an indication of guilt or pre-determination, in cases of potential gross misconduct the relevant officer should normally be suspended pending the investigation by the DIP.



## **19 Appointment of the Designated Independent Person**

- 1 The DIP will be appointed by the Committee or a person nominated by to do so. It will be preferable for both parties to agree a DIP the Committee and the LGA or the joint secretaries of the JNC will be able to provide the names of suitable candidates for appointment. A draft letter of engagement is included at Schedule One of this procedure.
- 2 The parties must agree a DIP within a period of one month from the date of the Committee determination. In the event of a failure to agree the DIP must be such person who is nominated for the purpose by the Welsh Ministers.



## **20 Investigation by the DIP**

- 1 It is the duty of the DIP to prepare a report. The report will state an opinion as to whether the evidence obtained supports any allegation of misconduct against the officer.
- 2 In order to prepare the report the DIP will carry out a comprehensive investigation into any allegations. The relevant officer, the authority and the DIP must attempt to agree a timescale for the investigation. In the event that no agreement can be reached, the DIP will set a timescale as he or she considers appropriate.
- 3 The relevant officer will be given not less than ten (10) working days notice of the commencement of the investigation and should at the same time be provided with

full details of the allegations being investigated.

- 4 The relevant officer has the right to request:-
  - a) Further details of the allegations made, and
  - b) A postponement of the investigation for a period to be agreed between the parties, or in default of agreement for a period not exceeding fourteen (14) days.
- 5 It will be for the DIP to decide on the format of the investigation in consultation with the parties. The DIP may hear evidence from one party in the absence of the other if he/ she consider it expedient.
- 6 The authority will make available all facilities that it is required to do by virtue of Regulation 9 of the Standing Orders (Wales) Regulations as amended (reproduced in full above).
- 7 If the DIP decides to conduct the investigation by means of a hearing, then the relevant officer will be entitled to attend and be represented on the same basis as referred to in paragraph 18.4 above. It shall be for the authority to submit evidence of the allegations against the relevant officer by means of witnesses and the submission of relevant documents.
- 8 The authority will engage the services of an independent lawyer to present the case on its behalf.
- 9 Any witnesses tendered by either party will be open to cross examination by or on behalf of the relevant officer or the authority.

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## **21 The Report of the DIP**

- 1 At the conclusion of the investigation, the DIP will present a report to the Chief Officer Disciplinary Committee ("CODC") which will meet as soon as is practicable, but in any event, no later than one month after receipt of the report. A copy of the report will be sent to the relevant officer as soon as it is submitted to the CODC.
- 2 This report will state an opinion as to whether the allegation of misconduct is made out and recommend any disciplinary action which appears appropriate for the authority to take against the relevant officer.
- 3 Possible recommended sanctions are set out below, but this is not an exhaustive list:
  - a) Recorded oral warning;
  - b) Written warning;
  - c) Suspension on no pay or half pay;
  - d) Dismissal with or without notice.

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## **22 The Meeting of the Chief Officer Disciplinary Committee**

- 1 The Chief Officer Disciplinary Committee (“CODC”) will meet to consider the report and shall accept the recommendations of the DIP. If the DIP recommends no disciplinary action, the Committee is bound by that recommendation. If however the DIP recommends dismissal or some other disciplinary sanction, the decision as to whether to impose a lesser sanction than dismissal remains that of the Chief Officer Disciplinary Committee.
- 2 The relevant officer or his or her representative will be permitted to address the CODC prior to it carrying out its deliberations. However under normal circumstances, no evidence will be permitted to be called.
- 3 There may however be circumstances where new evidence has emerged since the investigation which should be admitted in the interests of fairness. It is anticipated that such circumstances should be rare and the CODC will give full consideration to any representations that new evidence ought to be admitted.
- 4 The CODC will then deliberate and decide on what action to take, if any and this will then be communicated to the parties at the meeting if practicable, but in any event in writing setting out the reasons for the decision and informing the relevant officer of their right to appeal.



## 23 Right of Appeal

- 1 The relevant officer will have the right of appeal against the decision of the Chief Officers Disciplinary Committee. Such appeal will be in writing and will comprehensively set out the ground/s of appeal. This is to be delivered to the Strategic Human Resources and Organisational Development Manager within 5 working days of the date that the decision is communicated to him/her.
- 2 The appeal will take the form of a review of the previous decision and will be considered by the following bodies in accordance with the 2006 Regulations as amended:
  - a) In respect of the Chief Executive the appeal will be to Council. In which event, any members who have had any previous involvement in the process either as witnesses or as members of the Chief Officer Disciplinary Committee will be required to refrain from attending;
  - b) In respect of all other Officers, the appeal will be to the Chief Officer Appeals Committee;
  - c) The relevant officer or his or her nominated representative will be permitted to address Council/the COAC, but will not be permitted to adduce new evidence other than in accordance with the considerations referred to in paragraph 22.3;
  - d) The COAC/Council will then deliberate and decide on what action to take, if any, and this will then be communicated to the parties at the meeting if practicable, but in any event in writing setting out the reasons for the decision;
  - e) The decision of the COAC/Council is final and there is no further right of appeal;
  - f) No grievance will be entertained in relation to this procedure or any decisions take by the Committees.



## Schedule One

STRICTLY PRIVATE & CONFIDENTIAL

Dear \*,

**Re: Local Authorities (Standing Order) Regulations 2006 (as amended)  
In the matter of an investigation into alleged misconduct by \***

On the \* of \* \*, the Appeal & Awards Committee of the City & County of Swansea sitting as the Investigation Committee for the purposes of the above Regulations decided that a complaint of misconduct against the Chief Executive/Monitoring Officer/Chief Financial Officer/Head of Service required to be investigated.

You have kindly agreed to undertake the role of designated independent person pursuant to Regulation 9 of the above Regulations, to carry out an investigation and to thereafter make a report to the authority.

The authority would request that you commence your investigation at the earliest possible opportunity and inform me of the date on which you intend to commence.

The Officer is represented by \* of \* and I would be grateful if you would make contact with their representative to attempt to agree a timescale and format for your investigation. The Authority has designated a liaison officer to assist you and this is \* whose direct dial is \*

This letter sets out the terms of business between the Authority and you

These particulars, the conditions contained in clauses 1 to 11 below and any alterations agreed in writing contain the entire agreement and understanding between you and the authority.

I look forward to receiving one signed copy by return at which point, this agreement will be deemed concluded

Yours sincerely

Chair of Appeal & Awards Committee



### Agreement

**Role/title:**

Designated Independent Person for the purposes of the Local Authorities (Standing Orders) Wales Regulations 2006.

**Duties:**

To carry out a full and impartial investigation into the alleged misconduct of \* in accordance with Regulation 9 of the Local Authorities (Standing Orders) Regulations 2006 ('the 2006 Regulations'.) as amended by the Amendment Regulations 2014, the Joint Negotiating

Committee for Chief Executives Conditions of Service and in terms of any procedure agreed between the parties in consultation with you.

To thereafter make a report to the authority in accordance with Regulation 9 of the 2006 Regulations. and to make any recommendations necessary

To advise the authority in relation to the question of suspension as soon as is practicable.

**Fees:**

**Notice of termination:** k by either party

**Commencement Date:**

**Term**

There is no set term, but it is an express term of this agreement that you will make yourself primarily available to the Authority and work on this matter until the completion and presentation of the report and then, upon reasonable notice to be available for a disciplinary and appeal hearing if applicable.

## **Engagement**

Your engagement under this agreement starts on the Commencement Date and shall continue until the completion of the investigation, presentation of the report and, if applicable, any appeal hearing or the expiry of any Term or notice served under this agreement.

### **1 Duties and responsibilities**

1.1 You are engaged to perform the duties outlined in these particulars and shall promptly give all advice and assistance within your power on any matter in the scope of your duties. Whilst carrying out the investigation, you are required to adhere to the statutory provisions and the JNC conditions.

1.2 When your work requires co-ordination with other persons working for us, you will make yourself available in our normal business hours.

1.3 This agreement is with you personally and you may not sub-contract or assign any of its rights or obligations without our prior written consent, but you may at your expense engage some other person acceptable to us to perform such of your duties as we agree and which you are unable to perform.

### **2 Place of work**

There is no set place of work however; we anticipate that in an effort to avoid any disruption of the effective running of the Authority's functions that you will interview all staff members at or very near their place of work.

## 2.1 Fees

We shall pay your fees as shown in the particulars plus VAT (if applicable) within 30 days of receipt of your invoice, which you will render to us within one month of the end of each month.

## 2.2 Office Facilities

If appropriate we shall make available free of charge suitable office space and such other facilities as may be necessary to enable you to properly perform your duties.

## 2.3 Expenses

It is anticipated that the hourly rate agreed will be inclusive of all expenses, however, if there should be unusual expenses you will notify us of these in writing in advance of their being incurred for us to agree. If these expenses are agreed, we shall on the presentation of your invoice or other evidence of actual payment reimburse you for all expenses reasonably and properly incurred in the discharge of your duties and agreed in advance by us.

## 2.4 Confidential information

Except as authorised or required by your duties you shall keep secret and shall not use or disclose and shall use your best endeavours to prevent the use or disclosure of any of our confidential information. This shall include but is not limited to information relating to our business organisation, transactions, finances, technology, processes, specifications, methods, designs, formulae, technology or other of our business activities or affairs or those concerning our customers and suppliers.

## 2.5 Termination

2.5.1 Your engagement may be terminated by you or us by serving one week's written notice to the other.

2.5.2 We shall in addition have the right to terminate this agreement immediately and without liability for compensation or damages if you:

2.5.3 Fail to comply with any express or implied obligations under this agreement;

2.5.4 Fail or cease to perform your duties under this agreement to our reasonable satisfaction;

2.5.5 Become unable or are prevented from carrying out your duties under this agreement because of illness or injury or any other cause.

## 3 Tax and national insurance contributions

3.1 You warrant to us that you operate in business on your own account and are therefore 'self-employed' (i.e. an independent contractor) for all purposes under

this agreement and that in consequence any remuneration which we pay to you forms part of your profit chargeable to income tax under Schedule D.

3.2 You will pay all taxation or national insurance contributions payable in connection with remuneration received from us and shall fully compensate and indemnify us on demand for any liability which we may suffer in connection with them.

**4 Variation**

No variation of this agreement or oral promise or commitment related to it shall be valid unless made in writing and signed by or on behalf of both of us.

**5 Interpretation**

This agreement shall be governed by English law and you consent to the exclusive jurisdiction of the English courts in all matters regarding it.

**Signed for and on behalf of the City & County of Swansea**

.....  
**Chief Executive/Monitoring Officer**

Date.....

Signed.....  
\*

Date.....

**Schedule Two**  
Employers Secretary  
Joint Negotiating Committee  
Layden House  
76-86 Turnmill Street  
LONDON EC1M 5LG

STRICTLY PRIVATE AND CONFIDENTIAL ADDRESSEE ONLY

Dear Sir,

**Re: \*, Chief Executive/Monitoring Officer/Chief Officer /Head of Service City & County of Swansea**

In accordance with the JNC Conditions the Appeal & Awards Committee of the City & County of Swansea convened to carry out a preliminary investigation into allegations of misconduct against \*. It was decided that there is a case that requires further investigation (and that \* was to be suspended pending that investigation).

The authority and \*'s representative, are currently attempting to agree a designated independent person to investigate and this letter is to inform you of the position pursuant to paragraph 16.15 of the JNC conditions.

I should be grateful if you would please acknowledge this letter by replying to The Chairman of the Appeal & Awards Committee at the above address.

Yours faithfully

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