

**CORE CONDITIONS OF SERVICE
FOR LOCAL GOVERNMENT EMPLOYEES AND CRAFT WORKERS**

CONDITION	
<p>1. Hours of Work</p>	<p>a) Hours of work will be determined by the requirements of individual services, up to a maximum of 37 hours (39 hours for craft workers), excluding meal breaks.</p> <p>Note: Services which currently operate on 35 hours per week will continue to do so.</p> <p>b) With effect from the implementation date of a collective agreement, core working hours will be 7.00 a.m. to 10.00 p.m. Monday to Sunday. No enhanced payments will be made for hours worked, as part of the normal working week, within this timescale, Monday to Sunday. Existing national or locally agreed enhancements to the hourly rate will be deemed to be replaced by the new provisions and, accordingly, will cease to apply, unless otherwise specified in this agreement.</p> <p>c) With effect from 1 July 2009, core working hours will be 7.00 a.m. to 8.00 p.m. Monday to Friday. No enhanced payments will be made for hours worked, as part of the normal working week, within this timescale, Monday to Friday. Existing national or locally agreed enhancements to the hourly rate will be deemed to be replaced by the new provisions and, accordingly, will cease to apply, unless otherwise specified in this agreement.</p> <p>d) The number of hours worked in a week may exceed the hours of a comparable full-time post at certain periods, provided that the average over a year does not exceed the notional working week for a comparable full time employee, up to a maximum of 37 hours (39 hours for craft workers).</p> <p>e) There will be a meal break of at least 30 minutes in work days of 6 hours or more duration except where a paid meal break applies.</p> <p>f) The pattern of hours to be worked will be detailed in the contract of employment or in accordance with predetermined rosters and any existing local agreements. The method of arranging such working hours will be determined by the Council, following consultation and agreement with the signatory trade unions. Where agreement cannot be reached, it will be open to either side to utilise the relevant procedures.</p>
<p>2. Other non-standard payment arrangements</p> <p>i) Normal Working Week</p>	<p>a) The working week will be worked over five days, including Saturday and Sunday. Where the normal working week is worked outwith the core hours, 7am to 10pm, from Monday to Sunday, or as at 1(c) above, no additional payment will be made for the first four hours, averaged over the week.</p>

<p>i) Normal Working Week (Cont'd)</p>	<p>b) Where five or more hours are worked as part of the normal working week, or averaged week, outwith the core hours 7am to 10pm from Monday to Sunday, or as 1(c) above, a 15% enhancement on the hourly rate will be paid for all hours worked outwith the core hours.</p> <p>c) The 15% enhancement on the hourly rate will not be paid to employees whose contract of employment requires them to work exclusively on Saturday and/or Sunday.</p>
<p>ii) Day Workers, Static day Workers, Shift Workers; Unsocial Hours; Irregular Hours and Split Duty payments.</p> <p>iii) Night Shift Working</p> <p>iv) General</p>	<p>a) No additional payments will be paid to employees working static days; shifts; unsocial hours; irregular hours or split duty. Any existing enhancements will be replaced by the application of the core hours detailed in section 1(b) or 1(c) above, unless otherwise specified in this document.</p> <p>b) Existing employees who currently receive additional payments, outlined in paragraph (a) above, in recognition of their normal working pattern, which exceed the new framework detailed in 1 (b) and (c) will have existing earnings for such allowances cash conserved for a period of three years from the implementation date of a collective agreement.</p> <p>Time and a third of the hourly rate for each hour worked on recognised night shifts between 10.00 p.m. and 7 a.m.</p> <p>Employees, excluding employees at ii (b) above will have an entitlement to one enhancement only and cannot receive an enhancement on an already enhanced rate.</p>
<p>3. Overtime</p>	<p>a) All overtime in excess of the notional working week for a full time employee must be authorised by the Executive Director or his/her appointed representative.</p> <p>b) An employee whose basic salary is on or below spinal column point 35 is eligible for payment of overtime subject to authorisation and to the conditions set out below.</p> <p>c) In any financial year an employee will not receive in overtime payment, a sum greater than the difference between basic salary and spinal column point 35.</p> <p>d) In exceptional circumstances where an Executive Director considers that a payment should be made to an employee who has reached this earnings "ceiling" or to an employee paid above spinal column point 35, consideration may be given to a payment calculated at spinal column point 35.</p> <p>(e) Overtime payments at enhanced rates will not be made to employees until they have worked in excess of 37 hours (39 hours for craft employees) in any one week, or averaged week, in circumstances where employees may have variable working weeks.</p>

3. Overtime (Cont'd)	f) Extra time of less than half an hour in any one day will not count as overtime. All overtime of half an hour or more on any one day will be aggregated for each week and only completed half hours will be paid.
4. Overtime Payments i) Monday to Friday ii) Saturday and Free days iii) Sunday, Rest days and Public Holidays	<p>Hours in excess of 37 hours per week (39 hours for craft workers), or averaged week, Monday to Friday, will be paid at time and a half.</p> <p>Hours in excess of 37 hours per week (39 hours for craft workers), or averaged week, worked on a Saturday or a free day, will be paid at time and a half.</p> <p>Hours in excess of 37 hours per week (39 hours for craft workers), or averaged week, worked on a Sunday, rest day or public holiday, will be paid at double time.</p>
5. Standby	<p>a) The operation of a system of standby duty at an employee's home will be a matter for determination by the Council. Where there is no contractual requirement to participate in a standby system, employees should be consulted on proposed arrangements to secure their voluntary participation.</p> <p>b) An employee paid under these arrangements will undertake when on standby duty, after completion of the normal day's work, to be available for immediate call out for duty, if and when required at any time outwith core working hours.</p> <p>c) An employee performing standby duty, including the exercise of their skills if contacted by telephone, will be paid £72.34 for each complete week of standby duty actually performed, plus £13.57 for each general or public holiday in that week. If the exercise of skills is for a prolonged period (but the employee is not called out) this will be treated as if it were a recall to work as detailed in paragraph 6b).</p> <p>d) For broken periods of standby employees will be paid Monday to Friday £7.21 per night; Saturday £15.35 for 24 hours and Sunday/General or Public Holidays £20.90 for 24 hours.</p> <p>e) Each 24-hour period of standby is to commence at the beginning of the working day (or at the same hour on non-working days).</p> <p>f) An employee required to leave their home to respond to a call out will be paid at the appropriate overtime rate for all hours worked.</p> <p>g) Allowances paid under these arrangements will not be taken into account in calculating payment for annual leave or sickness allowances.</p>
6. Recall to Work	a) An employee who has ceased work and left the place of employment and has been recalled to work, or has been notified before ceasing work to return to work, will be paid at the appropriate rate for the overtime so worked.

6. Recall to Work (Cont'd)	<p>b) If the employee is a) recalled to work and is not required to work or b) is required to work for less than two hours, a minimum payment of two hours at the appropriate overtime rate will be paid.</p>
7. Higher Duties Payment	<p>a) Where, for reasons other than absence on normal holiday, an employee in receipt of a salary up to NLC Grade 7 is required temporarily, for a continuous period exceeding one week, in addition to their normal duties, to undertake duties of a post the grade of which is higher than the employee's own grade, the employee will be granted an allowance equal to the difference between his/her existing salary and the minimum point of the higher post, due regard being taken of (a) the salary scale for the higher post, (b) the extent of the additional duties and responsibilities, and (c) the period for which these are undertaken.</p> <p>The allowance referred to will be paid retrospectively, with effect from the day on which the employee is required to undertake the duties of the higher post.</p> <p>In circumstances where an employee temporarily assumes 100% of a post, the grade of which is higher than the employee's own grade (and, therefore ceases to undertake their normal duties) for one day, or part thereof subject to both a minimum of one hour and the authorisation of management as to the extent of the higher duties, the employee will be paid the rate of pay for the higher post for the day or part thereof.</p> <p>b) An employee in receipt of a salary above NLC 7 and who is required temporarily, for a continuous period exceeding four weeks, to undertake the duties of a post the grade of which is higher than the employees own grade, will be granted an allowance equal to the difference between his/her existing salary and the minimum point of the higher post, due regard being taken of (a) the salary scale for the higher post, (b) the extent of the additional duties and responsibilities, and (c) the period for which these are undertaken.</p> <p>The allowance referred to will be paid retrospectively, with effect from the day on which the employee was required to undertake the duties of the higher post.</p> <p>c) Employees will not be paid the higher duties allowance during periods of sick leave, annual leave or maternity leave although it will be included in higher duties overtime calculations, outwith these periods.</p>
8. Annual Leave Entitlement	<p>With effect from 1 January 2008 :-</p> <p>Employees who have, at the commencement of a leave year, completed less than five years' continuous service will be granted a minimum leave entitlement of 20 days.</p> <p>Employees who have, at the commencement of the leave year, completed at least five, but less than seven years' continuous service will be granted a minimum leave entitlement of 26 days.</p>

8. Annual Leave Entitlement (Cont'd)	Employees who have, at the commencement of a leave year, completed at least seven, but less than ten years' continuous service will be granted a minimum leave entitlement of 27 days.
	<p>Employees who have, at the commencement of a leave year, completed at least ten, but less than twelve years' continuous service will be granted a minimum leave entitlement of 28 days.</p> <p>Employees who have, at the commencement of a leave year, completed at least twelve, but less than fifteen years' continuous service will be granted a minimum leave entitlement of 29 days.</p> <p>Employees who have, at the commencement of a leave year, completed more than fifteen years' continuous service will be granted a minimum leave entitlement of 30 days.</p>
9. Annual Leave Year	The leave year will be from 1 January to 31 December, all leave must be taken within the period 1 January of the year to which it relates and 31 January of the following year. Any leave not taken by 31 January of the following year will be forfeited, unless the appropriate Executive Director allows the extension of that leave year for special reasons associated with the necessary undertaking of Council services. For these exceptional cases, where an extension is granted, this will be confirmed in writing.
10. General Annual Leave Conditions	<p>a) An employee transferred from another local authority should (on request) be granted unpaid leave of absence at the normal holiday period, equal to the period for which payment in lieu of holidays was made by the previous Council.</p> <p>b) For the purpose of annual leave entitlement, continuous service will include continuous previous service with any public authority to which The Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999, as amended applies, with effect from 1 January 2008. The Council will also recognise service with the Health Service; Civil Service; Registered Social Landlords; Communities Scotland, as well as Public Private Partnerships where employees have transferred from North Lanarkshire Council to the Partnerships and have been re-appointed to posts within the Council without a break in service.</p> <p>c) In addition Services which experience recruitment difficulties for particular posts or where there are objective benefits to the Council to encourage cross-organisation movement will, subject to consultation and approval by the Head of Human Resources, have the discretion to match the potential candidate's existing annual leave entitlement as appropriate, not to exceed the maximum. This discretion will be for annual leave purposes only and is effective from 1 January 2008.</p> <p>d) Where an employee has entered or re-entered the service of the Council, and is in receipt of benefit under any occupational pension scheme, or has been made redundant and received a redundancy payment by an employer listed in The Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999, as amended, or as otherwise listed in</p>

<p>10. General Annual Leave Conditions (Cont'd)</p>	<p>(b) above, service for annual leave purposes will commence on the date of entry or re-entry to service with the Council.</p> <p>e) The leave granted at the normal holiday period should be reckoned on the assumption that an employee will remain in the service until the end of the leave year, but if the employee leaves the service before that date, any necessary adjustment should be made in balance of salary payable at the date of leaving.</p> <p>f) An employee leaving the service of the Council should be granted, before leaving, any proportion of annual leave due. If at the request of the Council or through unavoidable circumstances, such leave cannot be granted, the employee will be paid an allowance in lieu.</p> <p>g) The personal representatives of an employee who dies in service will be paid an allowance in lieu of any holidays which had accrued to the deceased employee at the date of death, subject to terms of the Council's Death in Service Arrangements.</p> <p>h) An employee who falls sick during the course of annual leave will be regarded as being on sick leave from the date of a doctor's statement.</p> <p>i) Where an employee has been absent through sickness for a period(s), the cumulative total of which exceeds three months during a leave year, the annual leave entitlement in excess of 20 days per annum will be limited to a proportionate amount equal to the period(s) of actual service given during the leave year(s). Where an employee has been absent for a continuous period of three months either during one leave year or spanning two leave years, the annual leave entitlement in excess of 20 days per annum will be limited to a proportionate amount equal to the period of actual service given during the leave year(s).</p> <p>j) Where an employee has been absent on maternity leave in accordance with the conditions of the Council's Maternity Provisions, the period of absence will not affect the length of the employee's annual leave entitlement in the leave year(s) in which the maternity leave falls. Authorised maternity leave will be regarded as continuous service on the employee's return to work.</p> <p>k) The entitlement to annual leave and public holidays as expressed above applies to five day working patterns. For alternative working patterns, holiday entitlements will be calculated to achieve equivalent leave.</p> <p>l) During annual leave, employees will receive payment in accordance with the terms of their contract of employment.</p> <p>m) As annual leave is calculated in terms of working days or hours, a general or public holiday falling within a period of annual leave will not count as part of that annual leave.</p>
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<p>10. General Annual Leave Conditions (Cont'd)</p>	<p>Note: Wherever possible, Executive Directors should ensure that the proportion of annual leave due by the date of termination has been taken by the employee prior to leaving the service. Only in exceptional circumstances will payment in lieu be made.</p>						
<p>11. Public Holidays</p>	<p>(a) 12 days in leave year:</p> <p>(b) First two working days of year Good Friday Easter Monday First Monday in May Last Monday in May and Friday preceding Fair Monday in July Last Monday in September and Friday preceding Christmas Day or the next working day Boxing Day or the next working day.</p> <p>Entitlement for part-time employees will be the same as that of the comparable full-time employees of the Council, applied on a pro-rata basis.</p> <p>An employee required to work on a general or public holiday as part of the normal working week will, in addition to the normal pay for the day be paid:-</p> <p>EITHER</p> <p>At plain time for the time actually worked within normal working hours and will be allowed time off with pay in lieu at a later date on the following basis:-</p> <table data-bbox="550 1142 1436 1344"> <thead> <tr> <th><u>Time Worked</u></th> <th><u>Time Off</u></th> </tr> </thead> <tbody> <tr> <td>Half of a normal day or less</td> <td>Half of a normal working day</td> </tr> <tr> <td>Over half of a normal working day</td> <td>The whole of a normal working day</td> </tr> </tbody> </table> <p><u>OR</u></p> <p>At double time rate for the time actually worked within the normal working hours, with no time off in lieu.</p> <p>The decision on the appropriate method of pay or leave (i.e. in addition to normal pay, either plain time payment plus relevant time off; or double time payment with no time off in lieu) will be taken by departmental management to meet the exigencies of the service.</p>	<u>Time Worked</u>	<u>Time Off</u>	Half of a normal day or less	Half of a normal working day	Over half of a normal working day	The whole of a normal working day
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<p>12. Retirement Age</p>	<p>The notional retirement age will be 65 years of age. Entitlement to continue working beyond age 65 will be in accordance with the Council's Retirement Procedures.</p>						

<p>13. Notice</p> <p>Notice by Employee</p> <p>Notice by the Council</p>	<p>Linked to agreed pay cycles, either fortnightly or 4 weekly. However, for 3rd tier posts the notice period will be 12 weeks.</p> <p>Statutory minimum.</p> <table border="0"> <tr> <td>i)</td> <td>One month or more but less than two years</td> <td>Not less than one week</td> </tr> <tr> <td>ii)</td> <td>Two years or more but less than twelve years</td> <td>Not less than one week for each year of continuous service</td> </tr> <tr> <td>iii)</td> <td>Twelve years or more</td> <td>Not less than twelve weeks</td> </tr> </table> <p>Where the Council terminates the employment of an employee, the statutory minimum notice periods will apply always provided the Council will be free to pay monies in lieu of notice except in cases of summary dismissal in which case there will be no entitlement to notice.</p>	i)	One month or more but less than two years	Not less than one week	ii)	Two years or more but less than twelve years	Not less than one week for each year of continuous service	iii)	Twelve years or more	Not less than twelve weeks
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iii)	Twelve years or more	Not less than twelve weeks								
<p>14. Service</p>	<p>(a) As per Employment Rights Act 1996 for unfair dismissal, notice, written reasons for dismissal and statutory maternity pay.</p> <p>(b) As per The Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999, as amended and paragraph 10(b) above, for the calculation of redundancy payments, annual leave, occupational sickness and occupational maternity schemes.</p> <p>(c) Other recognised continuous service as stated at 10(b) above is for annual leave purposes only.</p>									
<p>15. Previous Service</p>	<p>An employee (with the exception of craft workers) in post at 30 June 1999, and who remains in continuous service with an employer listed in the Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999 and subsequent Amendment Orders will retain entitlements to annual leave, occupational sickness scheme and occupational maternity scheme based on their service as set out in the former APT & C or Manual Workers Scottish Agreement operative at that date.</p>									
<p>16. Reckonable Service (Craft Workers only)</p>	<p>Service is assessed for the purpose of calculating entitlement to periods of notice, annual leave, sickness allowances and entitlement to maternity leave as all previous service with any local authority deemed to be appropriate. This reckonable service need not be continuous and is defined as service with an employer listed in the Redundancy Payments (Local Government) (Modification) Order 1983 and subsequent Amendment Orders.</p>									
<p>17. Mileage Payments</p>	<p>With effect from the implementation date of the collective agreement, the Council will reimburse mileage based on the current recommended Inland Revenue rates, amended as changes occur.</p> <p><u>Car Users</u> Up to 10,000 business miles 40 pence per mile. Over 10,000 business miles 25 pence per mile.</p>									

<p>Mileage Payments (cont'd)</p>	<p><u>Cycle Allowance</u> The mileage allowance applicable to bicycle users will be 20 pence per mile.</p> <p><u>Motorcycles</u> The mileage allowance applicable to motorcycle users will be 24 pence per mile.</p> <p><u>Passenger Allowance</u> Employees carrying passengers in their cars for the purposes of work will be entitled to claim 5p per mile per passenger. Payment of the relevant Inland Revenue Passenger Mileage Rate will also apply where the employee is required to convey instruments of a heavy or large nature associated with their employment.</p> <p><u>Designated User Allowance - Effective from 1 April 2008</u> Employees undertaking 2500 miles or more per financial year on the business of the Council will, for the following financial year, be a Designated Car User and paid a Designated Car User Allowance of £250 per annum. This payment will be index linked to the annual percentage pay award agreed for Local Government employees.</p>
<p>18. Grievance Policy</p>	<p>The harmonised Grievance Policy is enclosed, to be implemented from the date of a collective agreement.</p>
<p>19. Discipline Policy</p>	<p>The harmonised Discipline Policy is enclosed, to be implemented from the date of a collective agreement.</p> <p>The currency period for written warnings will be subject to a future review in the light of operational experience.</p>

GRIEVANCE POLICY

(Local Government & Craft Groups)

**North Lanarkshire Council
Human Resources
Corporate Services
October 2007**

GRIEVANCE PROCEDURE

An employee shall have a right of appeal against any decision of the Council or against its failure to come to a decision, except in the case of a policy or procedure which provides no right of appeal. This policy applies to all local government and craft employees.

To ensure that individual grievances, relating to employment within the Council's service, are settled fairly, speedily and as near to the source of the grievance as possible, the following procedure shall be followed:

At all stages of the grievance procedure the employee will have the right to be represented or accompanied.

Stage I

Where an employee is aggrieved on any matter, the employee or representative should normally discuss the matter initially with his immediate superior. Exceptionally, where this is deemed to be inappropriate, the matter should be discussed with a nominated senior officer.

The immediate superior should reply orally as soon as possible and in any case within two working days and advise the aggrieved employee of the next stage.

Stage II

If the immediate superior is unable to give a satisfactory reply to the grievance, the employee shall notify, in writing, the relevant Executive Director of the intention to appeal against the decision on the grievance. This notification must be given within fourteen days.

The Executive Director or other nominated senior officer shall acknowledge receipt of the notification of appeal within five days and shall also inform the Head of Human Resources of the notification of grievance and have regard for any advice offered therefrom.

The Executive Director shall arrange a meeting between a nominated senior officer and the employee aggrieved to discuss the grievance. The meeting shall be arranged, although not necessarily take place, within five working days and the written reply shall be made as soon as possible but in any event within five working days of such a meeting.

Stage III

Where the employee remains dissatisfied, a written appeal may be submitted to Head of Human Resources, within 14 fourteen days of receipt of the decision at Stage II above, requesting that the matter be referred to the Policy and Resources (Human Resources Appeals) Sub Committee and outlining in detail the grounds of the grievance.

The matter shall end at this point with the decision of the Sub Committee.

Trade Union Representation

While the matter of representation is entirely one for the employee, it would be anticipated that in normal circumstances, trade union representation will be selected from within the employee's department to ensure the matter is dealt with quickly and effectively.

Leavers

Grievance Procedure Started Before the Employee Leaves

If the grievance has been raised, and the grievance meeting has taken place before leaving employment, the employee will be notified of the outcome of the meeting and given the right to appeal.

Equally, if the grievance has been raised but the meeting has not taken place before the employee leaves employment, then the manager must arrange a meeting and confirm the outcome of this in writing, giving the employee the right of appeal.

Grievance Procedure Started After the Employee Leaves

If the employee raises a grievance after leaving employment then they can opt to follow either the statutory standard procedure or the statutory modified procedure.

The standard modified procedure is a three step procedure.

- The employee must set out in writing, within 28 days of leaving council's employment, the grievance and the basis for it, and send this to the departmental Director.
- On receipt of the written grievance, the Executive Director or nominated officer must arrange to meet with the individual.
- The Executive Director or nominated officer must confirm the outcome in writing and inform the individual of the right of appeal.

Alternatively if both parties agree in writing, the statutory modified two step procedure may be used.

- The employee must still put their grievance in writing, within 28 days of leaving the council's employment, to the Executive Director.
- The Executive Director or nominated officer must give the response in writing but there is no right of appeal.

If the individual fails to comply with either of these procedures and does not put the grievance, and the basis for it, in writing, then the Executive Director or nominated officer is not required to take any action.

DISCIPLINE POLICY

(Local Government & Craft Groups)

**North Lanarkshire Council
Human Resources
Corporate Services
October 2007**

DISCIPLINE POLICY

Purposes and Principles

The Council aims to ensure that there will be a fair and systematic approach to the application of standards of conduct affecting its employees. The purpose of the Council's discipline policy, therefore, is to ensure the consistent application of a disciplinary procedure, and the fair treatment of individual employees.

Each Executive Director shall have delegated powers to enable them or their appointed Officers to take disciplinary action, in accordance with the Council's policy. Executive Directors will be responsible for approving departmental rules and accepted standards of conduct and performance and ensuring these are known to all their employees.

Managers should recognise the importance of informing their employees, at an early stage, when their performance or conduct does not meet acceptable standards. Such action, which should be regarded as informal action, should hopefully minimise the requirement to proceed to the formal disciplinary stages.

Disciplinary action should not be taken against an employee until they have had the opportunity to state their case and be accompanied at a properly convened and conducted disciplinary hearing. Equally, employees will be entitled to representation in those circumstances where an official investigative process is established which appears likely to involve discipline of the employee(s) concerned.

Managers and other Officers responsible for disciplinary issues should be adequately trained.

Investigation

Where an incident occurs which may be due to an employee's misconduct or performance a thorough investigation must be conducted. It is not recommended that Officers who investigate such matters ultimately take the decision to discipline an employee, however it is accepted in some instances, particularly where minor breaches of misconduct or performance occur, that this can satisfactorily be achieved without any bias on the part of the Manager.

Investigations must be conducted swiftly and impartially. Statements should be produced in writing signed and dated and the investigating officer's report passed to the Officer convening the disciplinary hearing.

Disciplinary Hearings

The nominated Officer, having considered the investigation report, should decide whether disciplinary action may be required and if so convene a formal disciplinary hearing. Factors such as the nature and seriousness of the incident, the employee's previous work performance, training record and any mitigating circumstances determined at the investigation stage should be thoroughly assessed before coming to the decision to proceed to the formal disciplinary procedures.

The employee should be notified in writing of the disciplinary hearing and the alleged charges to which he must respond. Employees should be given adequate notice of a hearing in order to make preparation and obtain appropriate representation. Investigating Officers should be available, if required, at the formal disciplinary hearing. The employee should be fully informed of all relevant evidence from the investigation and upon which the Disciplining Officer has relied.

A personnel representative must be in attendance at all disciplinary hearings.

Disciplinary Action

Following a properly convened disciplinary hearing, the following action may result:-

Verbal Warning

Where an employee's conduct or performance in his or her job is such as to warrant admonition, a verbal warning may be issued. It is expected this will arise as a response to minor breaches of conduct, performance etc. The Disciplining Officer must clearly state that an official verbal warning has been issued. The Officer must ensure that the employee clearly understands the reason for the warning and the potential consequences of repetition. The appeal procedure should also be confirmed.

A record of the Verbal Warning should be lodged in the employee's personnel file, signed by the employee to ensure future authentication.

Currency Period

The Verbal Warning will remain "live" on the employee's file for a period of six months. After this time has elapsed the warning cannot be referred to when establishing any subsequent disciplinary action to be taken against the employee.

Written Warnings

If the disciplinary matter is of a serious nature, but does not constitute gross misconduct then a Written Warning, which may be a Final Written Warning, may be issued. The written decision should outline the grounds relied upon for the action and the consequences of a recurrence or commission of subsequent, different acts of misconduct. The appeal procedure should also be confirmed.

Currency Periods

The Written Warning will remain "live" on the employee's file for a period of nine months. After this time has elapsed, the warning cannot be referred to when establishing any subsequent disciplinary action to be taken against the employee.

The Final Written Warning will remain "live" on the employee's file for a period of twelve months. After this time has elapsed, the warning cannot be referred to when establishing any subsequent disciplinary action to be taken against the employee.

Punitive Action

In addition to the issue of a warning, there may be circumstances where the gravity of the action warrants punitive action such as the withholding of an increment or a reduction in grade (demotion).

All punitive action will be recorded on the employee's file, for a period of twelve months and will be taken into account in the event of a recurrence or commission of subsequent, different acts of misconduct.

Currency Periods of Disciplinary Action

After the time limits noted above, disciplinary action shall not be held against an employee involved in any further disciplinary incident except where the employee's conduct is satisfactory throughout the

period the warning is in force only to become unsatisfactory again shortly thereafter. Where a pattern of behaviour like this emerges and there is evidence of abuse, the employee's overall disciplinary record shall be borne in mind in deciding both the level and duration of any subsequent action.

Dismissal/Summary Dismissal

Executive Directors or their nominated senior Officers may dismiss employees who have failed to respond to corrective disciplinary action and who persist with acts of misconduct or poor performance.

Normally an employee should not be dismissed for a first offence unless the offence is deemed to be gross misconduct.

The disciplining Officer shall notify the employee in writing, outlining the grounds relied upon for the decision and advising the employee of his or her right to appeal.

Gross Misconduct

Where an act of misconduct is deemed to be gross misconduct, there shall be no entitlement to notice and the employee may be dismissed summarily.

It is not possible to categorise definitely the conduct of an employee, which will entitle the Council to dismiss summarily. It should also be borne in mind that not only the nature of the conduct but also the degree (seriousness) of it must be considered, as well as the surrounding circumstances. The question must, in any event, be decided in relation to the facts and the contractual terms and conditions governing the employee, including explicit departmental rules.

The following conduct may be of a kind to justify summary dismissal, (a) assault, including physical assault, verbal assault or sexual harassment; (b) dishonesty including falsification and fraud; (c) malicious damage to Council property; (d) disclosure of confidential information; (e) refusal to obey a lawful and reasonable instruction; (f) flagrant breach of health and safety regulations; (g) breach of professional ethics, and (h) flagrant breach of established departmental practices.

The above list is not categorised definitively. Individual Services will have the right in conjunction with the Head of Human Resources to detail specific rules which they consider if broken would justify summary dismissal. Any such rules must be clearly notified to employees in writing.

Appeals Against Disciplinary Action

It is open to an employee to appeal against any disciplinary action taken against him or her. In the case of punitive action or dismissal the employee shall have a right of appeal both at departmental level and committee level.

The Executive Director, or his nominated Officer, who should be a senior Officer to the disciplining Officer, should convene a meeting with the appellant, and his representative, where appropriate, and the disciplining Officer. A Personnel Officer should be in attendance at all appeal hearings. Where the appeal is against punitive action or dismissal, personnel representation will be provided by corporate Human Resources. In such cases, the Executive Director or nominated Officer shall notify the Head of Human Resources, immediately, of the notification of appeal.

Following the meeting, the decision of the appeal panel, which shall be final, except in cases of dismissal or punitive action, will be either to (a) uphold the appeal and rescind the action taken; (b) uphold the appeal in part which may result in the level of action being reduced, or (c) dismiss the appeal.

The decision of the appeal meeting should be issued to the employee, in writing, within five days of the hearing.

Where the appeal is lodged against dismissal or punitive action, the employee shall have a further right of appeal to the Policy and Resources (Human Resources Appeals) Sub-Committee. The appeal should be lodged, in writing, with the Head of Human Resources, within 14 days of notification of the departmental appeal decision.

Equally, in cases where the disciplining Officer is the Executive Director of a department, the appeal shall be to the Policy and Resources (Human Resources Appeals) Sub-Committee.

Suspension

During disciplinary investigations, it may be prudent to suspend the employee where (a) the investigation may be otherwise impeded or (b) the workplace may be disrupted, in coming to a decision on suspension, Managers should consider the seriousness of the offence and the likelihood of repetition. Suspension shall always be with pay and should be for as limited a period as possible, subject solely to the investigation being completed. Suspension is not regarded as punitive nor should it be utilised in this manner. Upon suspension, the employee shall immediately leave the place of work. There is no right of appeal against suspension.

Miscellaneous

(a) Trade Union Representation

While the matter of representation is entirely one for the employee, it would be anticipated that in normal circumstances, trade union representation will be selected from within the employee's department to ensure the matter is dealt with quickly and effectively.

(b) Action Against a Trade Union Representative

Specific legislation exists which protects Trade Union Representatives personally involved in a disciplinary situation. Therefore no disciplinary action should be taken against a trade union representative until the circumstances of the case have been discussed with a full time Official. The Head of Human Resources should be advised if such an instance should occur, prior to any disciplinary process being set in motion.

(c) Third Tier Officers

Where the employee is a third tier officer, the disciplinary matter should be referred to the Head of Human Resources who will ensure representation from corporate Human Resources