



SCHEDULE A

Terms and Conditions of Employment for Local Government Employees and Craft Workers

CONTENTS

1. HOURS OF WORK
2. CALCULATION OF SERVICE
3. NOTICE PERIODS
4. SICKNESS
5. ANNUAL LEAVE
6. PUBLIC HOLIDAYS
7. OVERTIME
8. ENHANCED PAYMENTS
9. USE OF PERSONAL INFORMATION
10. SECONDARY EMPLOYMENT
11. ACCEPTANCE OF GIFTS & HOSPITALITY
12. DISCIPLINE POLICY
13. GRIEVANCE POLICY

1. HOURS OF WORK

- 1.1 Hours of work will be determined by the requirements of individual services, up to a maximum of 39 hours, depending on the employee group, excluding meal breaks. However, Services which currently operate on 35 or 37 hours per week will continue to do so.
- 1.2 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 39 hours, depending on the employee group.
- 1.3 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.
- 1.4 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.

2. CALCULATION OF SERVICE

2.1 Continuous Service

- (a) For the purpose of the Employment Rights Act 1996, the Council does not recognise service with any previous employer(s) as being continuous service with the Council.
- (b) The definition above refers to continuous service required to qualify for statutory employment protection rights, such as unfair dismissal and written reasons for dismissal, and for statutory entitlements and notice.
- (c) The Council recognises the Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999, as amended applies, and paragraph 5.6 below for the purposes of calculating a redundancy payment; annual leave entitlement; occupational sickness and occupational maternity schemes.
- (d) Other recognised continuous service, as stated at 5.7 below, is for annual leave purposes only.

2.2 Reckonable Service

Reckonable service is service with another local authority or public body as defined in the Modification Order, which occurred prior to 30 June 1999. Reckonable service need not be continuous, it can be broken service. An employee in post at 30 June 1999 with a Scottish Local Authority will retain reckonable service for as long as he/she remains in continuous service thereafter. Reckonable service counts towards annual leave; occupational sickness scheme; occupational maternity scheme; and occupational adoption scheme.

2.3 Reckonable Service for Craft Workers Only

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 Modification Order.

2.4 Maternity Break

Where an employee returns to local government service following a break for maternity reasons she will be entitled to have previous service taken into account in respect of the sickness and maternity schemes provided that the break in service does not exceed eight years and that no paid employment has intervened. For the purpose of the calculation of entitlement to annual leave the eight years time limit does not apply provided that no paid employment has intervened.

3. NOTICE PERIODS

3.1 By the Employee

The minimum period of notice an employee is required to give to terminate their employment is:

Up to and including grade NLC7	- 2 weeks
Grade NLC9 and above	- 4 weeks
Third Tier posts	- 12 weeks

3.2 By the Council

The minimum period of notice to which an employee is entitled is as detailed in the Employment Rights Act 1996 namely:

<u>Service</u>	<u>Period of Notice</u>
1 month or more but less than 2 years	Not less than 1 week
2 years or more but less than 12 years	Not less than 1 week for each year of employment
12 years or more	Not less than 12 weeks

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.

4. SICKNESS

4.1 To receive full entitlement to sickness benefits, an employee must fulfil all of the stipulated requirements detailed within this section i.e. paragraphs 4.2 – 4.8 inclusive.

4.2 Notification and Certification Procedure

(a) Stage 1

When an employee is prevented by sickness from reporting for duty (so that there is a day of incapacity for work or a day of sickness), the employee or, exceptionally, some other person acting on the employee's behalf, shall notify the Council within the hour of normal starting time or within such other timescales as may be specified by individual Services. The Service may also specify to whom the absence should be reported.

(b) Stage 2

Where the absence continues to a fourth day, at that time the employee or, exceptionally, some other person acting on the employee's behalf, shall notify the Council of the continuing absence and whether the period of absence is likely to continue beyond a seventh day. Where this is the case, the Council will issue a self certificate, to be completed and returned by the employee.

(c) Stage 3

Where the absence is up to 7 days of incapacity for work or 7 days of sickness, the employee shall, on his/her return to work, complete a self certificate.

(d) Stage 4

Where the absence extends beyond 7 days of incapacity for work or 7 days of sickness, on the 8th day, the employee shall submit to the Council doctor's medical certificate(s) to cover the period of absence beyond 7 days.

Where the employee has been absent for more than 7 days, the first doctor's medical certificate shall be submitted, as well as a self-certificate (see 4.2 (b)).

4.3 Sickness Exceeding Seven Days

The employee shall additionally notify the Council at intervals of no more than 7 days of the position where the absence extends beyond 7 days, or at such longer intervals as Services may deem appropriate in individual cases.

4.4 Sickness Exceeding Fourteen Days

In cases where the doctor's medical certificate(s) covers a period exceeding fourteen days or where more than one doctor's medical certificate is necessary, the employee must, before returning to work submit to the Council a final doctor's medical certificate as to fitness to resume duties.

4.5 Failure to Comply with Reporting Procedures

Where an employee fails to comply with the requirements of the procedure in this respect of any day of sickness or a day of incapacity for work, entitlement in respect of that day to either SSP or sickness allowance shall cease. In such circumstances, the case will also be considered under the Discipline Policy.

4.6 Services' Reporting Procedures

These procedures do not prevent or exclude Services requiring supplementary, more specific and precise, notification procedures to meet the individual service needs.

4.7 Sickness During a Public/Extra Statutory Holiday

Where an employee is receiving sick pay under the Scheme, sick pay will continue if a public holiday or extra statutory holiday falls during such sickness absence. No substitute public or extra statutory holiday will be given. Where an employee has exhausted sickness allowance entitlement, no payment should be made in respect of a public holiday or extra statutory holiday occurring during the period of absence.

4.8 Medical Examination

At any time, if required by the Council, an employee will submit to a medical examination by the Council's occupational health provider or other appointed specialist.

5. ANNUAL LEAVE

5.1 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 Assistant Chief Executive 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.

5.2 Annual leave will be taken by mutual agreement other than in those services where the agreement already provides that leave is taken during particular periods.

Note: Term time employees have a separate but equivalent annual leave entitlement, which is detailed in separate arrangements.

Festive Closure

If your work location is closed between Christmas and New Year, you will be expected to take three days leave from your annual leave entitlement.

Your Service will inform you if the Festive closure will apply to your work location.

5.3 In the interests of the efficient management of the Council, employees must give reasonable notice of impending annual leave, as determined by their Assistant Chief Executive.

5.4 Entitlement Table

CONTINUOUS SERVICE	ANNUAL LEAVE ENTITLEMENT
Less than 5 years	26
5 but less than 7 years	32
7 but less than 10 years	33
10 but less than 12 years	34
12 but less than 15 years	35
Over 15 years	36

5.5 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.

5.6 With the exception of Craft workers (see paragraph 2.3) and for the purpose of **annual leave entitlement**, continuous service will include continuous previous service with any public authority to which the Modification Order applies. With effect from 1 January 2008, the Council will also recognise service for annual leave entitlement only 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.

5.7 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 Business (Organisational & People Solutions), 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.

- 5.8 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 Modification Order, or as otherwise listed in paragraph 5.6 above, service for annual leave purposes will commence on the date of entry or re-entry to service with the Council.
- 5.9 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.
- 5.10 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.
- 5.11 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 medical certificate.
- 5.12 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).
- 5.13 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.
- 5.14 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.
- 5.15 During annual leave, employees will receive payment in accordance with the terms of their contract of employment.
- 5.16 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.

Note: Wherever possible, Assistant Chief Executives 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.

6. PUBLIC HOLIDAYS

6.1 In addition to annual leave, employees shall be entitled to 6 public holidays ie

First two working days of year
Good Friday
Easter Monday
Christmas Day or the next working day
Boxing Day or the next working day.

6.2 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.

6.3 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:-

EITHER

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:-

Time Worked

Time Off

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

OR

At double time rate for the time actually worked within the normal working hours, with no time off in lieu.

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 service management to meet the exigencies of the service

Note: Details of the dates of public holidays will be issued each year to Services by the Head of Business (Organisational & People Solutions) and these dates should be prominently displayed on notice boards within Services.

7. OVERTIME

7.1 General

- (a) All overtime in excess of the notional working week for a full time employee must be authorised by the Assistant Chief Executive or his/her appointed representative.
- (b) 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.
- (c) 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.

7.2 Eligibility of Payment

- (a) 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.
- (b) 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.
- (c) In exceptional circumstances where an Assistant Chief Executive 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.

7.3 Overtime Payments

(a) Monday to Friday

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.

(b) Saturday and Free Days

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.

(c) Sunday, Rest days and Public Holidays

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.

8. **CORE HOURS**

8.1. Working Week

- (a) The working week will be worked over five days, including Saturday and Sunday.
- (b) Core working hours are 7.00 am to 10.00 pm Monday to Sunday.
- (c) From 1 July 2009, core hours will be 7.00 am to 8.00 pm Monday to Friday.

8.2 Enhanced Payments

- (a) No enhanced payments will be made for hours worked, as part of the normal working week, within the core hours specified at paragraph 8.1 above.
- (b) Where the normal working week is worked outwith the core hours no additional payment will be made for the first four hours in the week, or averaged week.
- (c) Where five or more hours are worked as part of the normal working week, or averaged week, outwith the core hours, a 15% enhancement on the hourly rate will be paid for all hours worked outwith core hours.
- (d) 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.

8.3 Night Shift Working

Time and a third of the hourly rate for each hour worked on recognised night shifts between 10.00 pm and 7.00 am.

8.4 General

Employees have an entitlement to one enhancement only and cannot receive an enhancement on an already enhanced rate.

9. USE OF PERSONAL INFORMATION

9.1 Data Protection

North Lanarkshire Council is registered in accordance with the Data Protection Act 1984 and subsequent legislation. The Council will use the information provided by an applicant during the recruitment process for personnel record and payroll purposes. We may share this information with other Services within the Council. An employee has the right to ask for a copy of the information held by us in our records in return for the payment of a small fee. An employee also has the right to require us to correct any inaccuracies in this information.

9.2 Data Matching

As the Council is under an obligation to manage public funds properly, information provided by an employee to the Council, which forms part of an employee's employment or payroll records may be used to prevent and detect fraud and identify his/her indebtedness to the Council. The Council reserves the right to take appropriate action in circumstances where fraud is detected. The Council also reserves the right to take any other appropriate action, including disciplinary action, in circumstances where an employee has committed a fraudulent act.

10. SECONDARY EMPLOYMENT

10.1 Secondary Employment

With the exception of Chief Officials, no restriction shall be placed on employees undertaking other employment of a remunerative nature outwith normal working hours, provided the additional employment does not interfere with or impair the employee's fitness for the efficient performance of their duties in the Council service(s).

In view of any potential conflict of interest with the Council's functions or statutory responsibilities, and in the interests of transparency, employees shall not undertake private work where the Council has been, or could be involved, in the transaction or other business, without prior permission.

10.2 Working Time Regulations

The Council, as well as individual employees, should ensure that the limits on working time imposed by the Working Time Regulations are not exceeded.

11. ACCEPTANCE OF GIFTS & HOSPITALITY

Guidance on how employees should deal with offers of gifts and hospitality from third parties can be found on the Council's Intranet, or can be obtained from line management.

12. 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 Assistant Chief Executive shall have delegated powers to enable them or their appointed Officers to take disciplinary action, in accordance with the Council's policy. Assistant Chief Executives will be responsible for approving Service 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

Assistant Chief Executives 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 Service 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 Service practices.

The above list is not categorised definitively. Individual Services will have the right in conjunction with the Head of Business (Organisational & People Solutions) 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 Service level and committee level.

The Assistant Chief Executive, 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 Assistant Chief Executive or nominated Officer shall notify the Head of Business (Organisational & People Solutions), 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 Business (Organisational & People Solutions), within 14 days of notification of the Service appeal decision.

Equally, in cases where the disciplining Officer is the Assistant Chief Executive of a Service, 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 Service 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 Business (Organisational & People Solutions) 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 Business (Organisational & People Solutions) who will ensure representation from an appropriate HR officer.

13. GRIEVANCE POLICY

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 Assistant Chief Executive of the intention to appeal against the decision on the grievance. This notification must be given within fourteen days.

The Assistant Chief Executive or other nominated senior officer shall acknowledge receipt of the notification of appeal within five days and shall also inform the Head of Business (Organisational & People Solutions) of the notification of grievance and have regard for any advice offered therefrom.

The Assistant Chief Executive 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 Business (Organisational & People Solutions), 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 Service 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 Service Assistant Chief Executive.
- On receipt of the written grievance, the Assistant Chief Executive or nominated officer must arrange to meet with the individual.
- The Assistant Chief Executive 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 Assistant Chief Executive.
- The Assistant Chief Executive 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 Assistant Chief Executive or nominated officer is not required to take any action.