

**ASSOCIATION OF DRAINAGE  
AUTHORITIES**

**LINCOLNSHIRE BRANCH**

**Wages and Salaries  
And Conditions of Service  
April 2020**

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ASSOCIATION OF DRAINAGE AUTHORITIES  
LINCOLNSHIRE BRANCH  
PAY AND CONDITIONS ADVISORY COMMITTEE  
SCHEME OF CONDITIONS OF SERVICE

**SECTION 1: DEFINITIONS**

The Pay and Conditions Advisory Committee (“the Committee”) has agreed the following definitions and rules of interpretation which apply to this Scheme:

1. **Employee:** all persons employed by Internal Drainage Boards whose remuneration and conditions of service are determined in accordance with this Scheme.

2. **Employer:** unless otherwise stated, refers to the list of employers set out below:

- Black Sluice IDB
- Lindsey Marsh DB
- Trent Valley IDB
- North East Lindsey IDB
- South Holland IDB
- Upper Witham IDB
- Witham 1<sup>st</sup> IDB
- Witham 3<sup>rd</sup> IDB
- Witham 4<sup>th</sup> IDB

The following list of employers also receive copies of this Scheme and updates for use within their workforces:

- Ely Group of Internal Drainage Boards
- Isle of Axholme IDB
- Lower Severn IDB
- North Level IDB
- Ouse and Humber Drainage Board
- River Stour (Kent) IDB
- Romney Marshes IDB
- Selby Area IDB
- Upper Medway IDB
- Welland & Deepings IDB
- York Consortium of Drainage Boards

3. **Interpretation:** reference throughout this Scheme to the masculine gender shall include the feminine gender except where the context otherwise requires.

4. **Higher Grade:** a grade with higher substantive maximum remuneration.

**5. Continuous Service:** For the purposes of:

- Section 5 - Holidays and Leave
- Section 6 - Sickness and Leave Allowance
- Section 8 - Periods of Notice
- Section 9 - to the extent that it relates to Maternity Leave only

of this Handbook, continuous service is defined as actual unbroken service with:

- (a) the present employer
- (b) any previous land drainage authority
- (c) local authorities (as defined in the Water Act 1973)

and any other public service employment where reciprocal superannuation provisions apply.

The other public service referred to above generally applies to service with those non-local government organisations whose pension schemes are defined from time to time by the Secretary of State for the Environment as being “statutory schemes” and which comply with the public sector transfer arrangements.

A short intervening break when changing employment within the categories mentioned above may not break continuity, although any period, however short, in a non-recognised employment or in respect of which a pension is received or a redundancy or severance payment has been received would break continuity. Periods of war service or national service would not break an otherwise continuous period of service

- 6. Overtime Limit:** the top salary point of Grade 6 (spine point 26). Employees below the overtime limit are Employees on salary points equal to or less than the top point of Grade 6 (spine point 26).
- 7. Voluntary Overtime:** Voluntary overtime is where there is no obligation on an Employer to offer overtime and no obligation on the Employee to do overtime if it is offered.
- 8. Guaranteed Overtime:** a specified number of hours that an Employee is required to work over and above the normal weekly hours guaranteed by the employer. Such additional hours will count for the purposes of calculating holiday and sickness payments, and superannuation.

9. **Non-Guaranteed overtime:** there is no obligation on the employer to provide or offer the Employee overtime, but if they do then the Employee is obliged to carry out such overtime (whether because it is a requirement of the job, due to a specific agreement or arrangement between the parties or otherwise).

Non-Guaranteed overtime counts for the purposes of calculating the holiday and sick pay rate and superannuation but shall in no circumstances be regarded as voluntary overtime as defined in Paragraph 7 above.

10. **Standby Duty:** a specific rostered arrangement whereby Employees are under an obligation outside their normal working hours (including Saturdays, Sundays and public holidays) to remain on call and to be available to be consulted and to be called out for emergency duty if necessary.
11. **Public Holiday:** public holidays named in this Scheme and any locally agreed general holiday.

## **SECTION 2: SALARIES AND WAGES**

### **1. Salary Scales and Spine Points**

The Committee has agreed the Salaries, Spine Points, and Grades Table shown on page 7 (“the Table”).

#### **Notes:**

- (a) Salary for Employees aged 16 years = 80 per cent of the appropriate salary. Salary for Employees aged 17 years = 90 per cent of the appropriate salary.
- (b) After the initial allocation of Employees to the grades set out in the Table, the further allocation of a particular post to a grade is determined by the employer.
- (c) In order to accommodate posts within the Table further grades may be added by extending the salary spine. This should be done on the basis of four point grades, the first point Grade 14 to be the same as point 47 of the salary spine.
- (d) Each post shall be assigned one singular grade, but it shall be open to the employer to offer guaranteed progression on attainment of appropriate qualifications or experience.

**Salary Spine & Grades April 2020**

Spine Point	Rounded Salary	Salary +3.70%	Rounded Salary	Grades													Monthly Salary	Hourly 38 Hours	Hourly 37 Hours
	01/04/2019		01/04/2020	1	2	3	4	5	6	7	8	9	10	11	12	13			
2*	£13,884	£14,397.71	£14,400														£1,200	£7.27	£7.47
3*	£14,796	£15,343.45	£15,348														£1,279	£7.75	£7.96
4*	£15,672	£16,251.86	£16,260														£1,355	£8.21	£8.43
5*	£16,332	£16,936.28	£16,944														£1,412	£8.56	£8.79
6	£16,980	£17,608.26	£17,616														£1,468	£8.90	£9.14
7	£17,664	£18,317.57	£18,324														£1,527	£9.25	£9.50
8	£18,336	£19,014.43	£19,020														£1,585	£9.60	£9.86
9	£19,020	£19,723.74	£19,728														£1,644	£9.96	£10.23
10	£19,752	£20,482.82	£20,484														£1,707	£10.34	£10.62
11	£20,412	£21,167.24	£21,168														£1,764	£10.69	£10.98
12	£21,120	£21,901.44	£21,912														£1,826	£11.06	£11.36
13	£21,840	£22,648.08	£22,656														£1,888	£11.44	£11.75
14	£22,584	£23,419.61	£23,424														£1,952	£11.83	£12.15
15	£23,328	£24,191.14	£24,192														£2,016	£12.22	£12.55
16	£24,144	£25,037.33	£25,044														£2,087	£12.65	£12.99
17	£24,996	£25,920.85	£25,932														£2,161	£13.09	£13.45
18	£26,100	£27,065.70	£27,072														£2,256	£13.67	£14.04
19	£26,976	£27,974.11	£27,984														£2,332	£14.13	£14.51
20	£27,972	£29,006.96	£29,016														£2,418	£14.65	£15.05
21	£28,920	£29,990.04	£30,000														£2,500	£15.15	£15.56
22	£29,940	£31,047.78	£31,056														£2,588	£15.68	£16.10
23	£30,936	£32,080.63	£32,088														£2,674	£16.20	£16.64
24	£32,028	£33,213.04	£33,216														£2,768	£16.77	£17.22
25	£33,132	£34,357.88	£34,368														£2,864	£17.35	£17.82
26	£34,260	£35,527.62	£35,532														£2,961	£17.94	£18.42
27	£35,580	£36,896.46	£36,900														£3,075	£18.63	£19.13
28	£36,816	£38,178.19	£38,184														£3,182	£19.28	£19.80
29	£38,148	£39,559.48	£39,564														£3,297	£19.97	£20.51
30	£39,468	£40,928.32	£40,932														£3,411	£20.66	£21.22
31	£40,860	£42,371.82	£42,372														£3,531	£21.39	£21.97
32	£42,324	£43,889.99	£43,896														£3,658	£22.16	£22.76
33	£43,812	£45,433.04	£45,444														£3,787	£22.94	£23.56
34	£45,420	£47,100.54	£47,112														£3,926	£23.78	£24.43
35	£47,052	£48,792.92	£48,804														£4,067	£24.64	£25.30
36	£48,768	£50,572.42	£50,580														£4,215	£25.53	£26.22
37	£50,520	£52,389.24	£52,392														£4,366	£26.45	£27.16
38	£52,356	£54,293.17	£54,300														£4,525	£27.41	£28.15
39	£54,240	£56,246.88	£56,256														£4,688	£28.40	£29.17
40	£56,280	£58,362.36	£58,368														£4,864	£29.46	£30.26
41	£58,332	£60,490.28	£60,492														£5,041	£30.54	£31.36
42	£60,504	£62,742.65	£62,748														£5,229	£31.67	£32.53
43	£62,712	£65,032.34	£65,040														£5,420	£32.83	£33.72
44	£65,040	£67,446.48	£67,452														£5,621	£34.05	£34.97
45	£67,488	£69,985.06	£69,996														£5,833	£35.33	£36.29
46	£70,044	£72,635.63	£72,636														£6,053	£36.67	£37.66
47	£72,648	£75,335.98	£75,336														£6,278	£38.03	£39.06
48	£75,192	£77,974.10	£77,976														£6,498	£39.36	£40.42
49	£77,820	£80,699.34	£80,700														£6,725	£40.74	£41.84
50	£80,544	£83,524.13	£83,532														£6,961	£42.16	£43.30
51	£83,364	£86,448.47	£86,460														£7,205	£43.64	£44.82
52	£86,268	£89,459.92	£89,460														£7,455	£45.16	£46.38
53	£89,292	£92,595.80	£92,604														£7,717	£46.74	£48.01
54	£92,424	£95,843.69	£95,844														£7,987	£48.38	£49.69
55	£95,652	£99,191.12	£99,192														£8,266	£50.07	£51.42
56	£99,000	£102,663.00	£102,672														£8,556	£51.82	£53.23
57	£102,468	£106,259.32	£106,260														£8,855	£53.64	£55.09

\* Below National Living Wage as at 1st April 2020 at £8.72

## **2. Application of Grade 1**

- (a) An Employee shall attain the first point of Grade 1 on or before their 18<sup>th</sup> birthday.
- (b) An Employee shall be paid above a spine point that is at a rate above the National Living Wage and National Minimum Wage in relation to their age.
- (c) Copy typists and operators of simple machines shall not progress beyond spine point 7 of Grade 1 except at the discretion of the employer.
- (d) Grade 1 applies to routine clerical, typing, machine operating and technical services.

## **3. Apportionment of Salaries**

The salaries provided by the scales in the Table shall be apportioned as follows:-

### (a) Annual salary paid quarterly.

- (i) Initial apportionment  
For each quarter – one fourth of the annual salary.
- (ii) Apportionment for odd days  
For each odd day (including Sundays), divide the quarterly sum by the number of days in the particular quarter.

### (b) Annual salary paid monthly.

- (i) Initial apportionment  
For each calendar month – one twelfth of the annual salary.
- (ii) Apportionment for odd days  
Calculation of a days pay should be on the basis of 1/260<sup>th</sup> of the annual salary.

### (c) Annual salary paid weekly.

- (i) Initial apportionment  
For each week – 5/260<sup>ths</sup> of the annual salary.
- (ii) Apportionment for odd days  
Calculation of a days pay should be on the basis of 1/260<sup>th</sup> of the annual salary.

### (d) Weekly salary.

- (i) Apportionment for odd days  
For each odd working day divide the weekly sum by the number of working days in the week.

#### **4. Increments**

- (a) Increments shall be paid on 1 April each year until the maximum salary entitlement is reached, subject to the following conditions:-
  - (i) The completion of a period of six months from the date of appointment / promotion / regrading. If the Employee has not completed six months' service by 1 April in the relevant year, then any increment due shall be paid six months after the date of appointment / promotion / regrading.
  - (ii) The Employee is not subject to any disciplinary and/or capability procedure.
- (b) On appointment, promotion or regrading to a post of higher maximum salary an Employee shall be paid from the effective date at least one increment above that which they would have received had the appointment etc. not taken place.
- (c) The increments prescribed by paragraph 2 of this Section are in addition to, and not in substitution for, the increments prescribed by this paragraph.

#### **5. Acting or Substitute Duty Pay**

- (a) An Employee who, for any reason other than the annual leave of another Employee, is requested by the employer to undertake the full duties and responsibilities of a higher graded post for a continuous period of at least four weeks shall receive a salary in accordance with the grading of the higher graded post temporarily occupied. Once the qualifying period of four weeks has been satisfied, the higher salary will be paid with effect from the first day on which the Employee was requested to undertake the duties and responsibilities of the higher graded post.
- (b) The provision in (a) above applies only where an Employee is requested to undertake the full duties and responsibilities of a higher graded post, and cannot therefore be applied in cases where the duties and responsibilities are shared between more than one Employee. In any case where there is no entitlement to a higher salary under (a) above the employer may consider granting a discretionary payment (on a case by case basis) to an Employee who performs duties outside the scope of their post over an extended period, or where the additional duties and responsibilities involved are exceptionally onerous.

## 6. Improvements in Efficiency

Employers and Employees pledge on a continuing basis wholehearted co-operation at employer level to bring about improvements in the efficiency of the Internal Drainage Boards.

This will be achieved by the positive co-operation of employees with management at various levels, with the principal objectives being to:-

(a) contain manpower costs as much as practicable. This would be achieved by working through the established joint machinery; and

(b) identify and jointly pursue opportunities for improvements in efficiency and cost savings by initiating and continuing to pursue joint reviews of working practices involving employees throughout the Land Drainage and Flood Protection Industry.

## 7. Wage Rates

Weekly rates of wages payable from the commencement of the first full pay week after:-

Class	01-Apr-20	
	Weekly Rates	Hourly Rates
Craft Technician	£499.34	£13.15
Craftsman Band A	£454.30	£11.97
Craftsman Band B	£434.52	£11.46
I	£389.05	£10.27
II	£378.92	£10.00
III	£368.83	£9.72
IV	£358.31	£9.45

- (i) These will be used as calculators for all payments including bonus and overtime.
- (ii) Bonus payments may be paid in addition to the standard rates. These may be negotiated locally by each Board.
- (iii) Rates of pay for youths (other than apprentices) shall be in accordance with the following scale:-

Age	Percentage of Class IV Rate
16	80%
17	90%
18	100%

## **8. Undertaking on Behalf of Employees**

An undertaking has been given on behalf of the Employees that within their capabilities they will be prepared to exercise flexibility of labour, to acquire multi-skills and to undergo training or retraining as necessary.

They will also be required to be flexible as regards their location of work and to work at such other locations as their employers may reasonably require for the proper performance of their duties

An Employee whose conditions of service do not provide for performance of the duties below will be required to undertake them for cases of emergency or for essential purposes, at the appropriate pay and allowances:

Acting duty;  
Overtime;  
Weekend duty.

In selecting Employees for these duties, management will be expected to have regard to any exceptional personal circumstances related to a particular individual.

### **SECTION 3 : HOURS OF WORK**

#### **1. Normal Working Week**

Save as provided in paragraph 2 of this section, the normal working week shall be 37 hours or 38 hours, dependant on your employment contract, from Monday to Friday inclusive, unless there is a flexible working agreement in place.

#### **2. Alternative Arrangement**

- (a) Employees whose duties are related to the work of manual workers may be required by the employer to adopt the same working week as manual workers, referred to as an “alternative arrangement”.
- (b) The employer shall ensure, however, that this alternative arrangement shall only apply where the efficiency of the manual workers would be seriously impaired if the employee concerned was not also undertaking their hours of work.
- (c) Payment for work carried out under an alternative arrangement in excess of the normal hours of the employee and up to the normal hours applicable to manual workers shall be as follows:
  - (i) the first two hours at time-and-one-half; and
  - (ii) any remaining hours at the relevant Employee’s usual rate of pay.
- (d) New entrants shall not be required to work an alternative arrangement if the previous employee in the post was not required to do so. However, where the duties and responsibilities of a new entrant differ from those of the previous employee in post, the alternative arrangement may apply if appropriate.

## **SECTION 4: OVERTIME, CALL OUT AND STANDBY**

### **1. Employees Entitled to payment for Overtime**

(a) This Section shall not apply to anyone whose normal duties include working outside normal working hours and who is paid a salary which has been clearly determined in their Contract of Employment to take account of this fact.

(b) Overtime shall only be paid to employees of salary points no higher than spine point 26. Discretionary payments may be made to employees graded above this level in circumstances where the employer requires the employee to perform a substantial amount of overtime.

### **2. Normal Overtime Rate**

Save as otherwise expressly provided for in this Section, all overtime shall be paid for at the rate of time-and-one-half.

### **3. When Overtime is Payable**

Overtime rates shall not be payable to full or part-time employees until the number of hours required to be worked by full-time day workers in a normal working week have been completed or otherwise satisfactorily accounted for. A "normal working week" is the period Monday to Friday of each week. The appropriate overtime payment should be made to employees required to work on Saturdays and Sundays whether or not they have completed the normal working week.

### **4. Overtime Continuing After Six Hours**

Subject to the provisions of paragraph 1 of Section 3 in respect of day workers, on a normal working day overtime which is continuous for a period exceeding six hours shall be paid for at the rate of time-and-one-half for the first six hours, and at the rate of double time for all time in excess of six hours.

### **5. Overtime after Midnight for Day Workers**

Overtime worked by day workers from midnight to normal starting time the same day shall be paid for at the rate of double time.

### **6. Overtime on Sundays**

Overtime on Sundays shall be paid for at the rate of double time.

### **7. Overtime on Saturdays**

Subject to the provisions of paragraph 5 above, overtime worked would be paid for at the rate of time-and-one-half.

Provided that where under this paragraph the whole of any continuous period of overtime exceeding fourteen hours would be paid for at time-and-one-half, then time-and-one-half shall be paid for the first fourteen hours and double time shall be paid for the remainder of the period.

## **8. Overtime on Public and Extra Statutory Holidays**

Overtime on public and extra statutory holidays shall be paid for in accordance with paragraph 6 of Section 5 (Holidays and Leave).

## **9. Day Workers on Emergency Nightwork**

Where a day worker has completed their normal working hours and is required to remain at work continuously until within eleven hours of their normal starting time the next morning, they shall, on finishing that work, be given a break of eleven hours from the time they finish. Where as a result of this arrangement, an employee commences work later than their normal starting time the following day, the time between their normal starting time and their actual starting time on that following day shall be regarded as additional leave with pay at single time.

This is to comply with government guidance in relation to working hours and details can be found at <https://www.gov.uk/rest-breaks-work>

## **10. Unsocial Hours**

Day workers working between 8pm and 6am shall receive an additional payment of 20 per cent of their basic rate for the hours worked during these hours.

Employees affected by this provision are:

- (a) Day workers working such unsocial hours as part of their normal working week, provided they are not in receipt of the night work rate under paragraph 5.
- (b) Day workers working overtime duties on any night, in which case the additional payment shall be over and above the overtime rates.

## **11. Call Out**

Employees shall be paid in accordance with the overtime provisions in this Section 4 for the period from the time of call-out to the time of arrival back home. In addition, the following allowances shall be payable for call-outs without reasonable notice after normal finishing time on a working day or at any time on a non-working day:-

For those on standby:

**From 1 April 2020 - £17.09**

For those not on standby:

- (i) Where the call-out period (or the latest period in the event of more than one call-out) is completed by midnight.

**From 1 April 2020 - £37.14**

- (ii) Where the call-out period (or the latest period in the event of more than one call-out) starts after midnight or starts before midnight and

extends beyond midnight or occurs on weekends, public and extra statutory holidays and rest days.

**From 1 April 2020 - £49.20**

Reasonable notice for the purposes of this paragraph 11 is defined as at least 10 hours.

On this basis the following would apply:-

- (i) If an Employee is initially called out for duty whilst on leave, or on a Saturday, Sunday, Bank Holiday (including extra Statutory days) they shall be entitled to a call-out payment regardless of any given notice.
- (ii) If an Employee is given less than 10 hours notice to report for out of hours duty on a normal working day they shall be entitled to a call-out payment.
- (iii) Where an Employee who is working their normal hours of work is transferred to pumping or emergency duty and is required to continue into overtime:
  - (a) if they finish before 1800 hours no call-out payment will be made
  - (b) if they continue after 1800 hours but not later than midnight the lower call-out payment will be made
  - (c) if they continue after midnight the higher call-out payment will be made

## **12. Payment for Standby**

An Employee performing standby duty, as defined in Section 1, shall be paid as follows:-

- (a) A standby duty allowance of **£102.65 (April 2020)** per week of standby duty actually performed plus **£19.31 (April 2020)** for each public or extra statutory holiday falling within that week.
- (b) Payments for broken periods of standby duty shall be paid as follows:-

### **From 1 April 2020**

Monday to Friday	<b>£10.29</b> per day
Saturday	<b>£21.73</b> per day
Sunday, public and extra stat. holidays	<b>£29.58</b> per day

- (c) In addition to payment for standby duty on a public or extra statutory holiday in accordance with (a) and (b) above, the Employee shall be allowed, at a later date, one day's paid holiday in lieu. When a standby duty covers a 24 hour period commencing at the beginning of the working

day and the period from midnight to the beginning of the following working day coincides with a public or an extra statutory holiday, then the Employee shall be allowed, at a later date, one half day's holiday in lieu.

## **SECTION 5: HOLIDAYS AND LEAVE**

### **1. Holiday Year**

The holiday year shall be the year commencing 1st April, or any other period of 12 months locally agreed.

### **2. Arrangements for Taking Annual Holidays**

Holidays shall be taken as mutually agreed between employer and Employee, subject to the business needs of the employer. Accrued but untaken holiday entitlement may be carried over to the following holiday year at the discretion of the employer from one year to the next up to a maximum of 5 days. Any such holiday must be taken in the following holiday year by no later than 31st May of the relevant year, otherwise it will be lost and no further holiday or payments in lieu in this regard will be owed to the Employee. Should an Employee have more than 5 accrued but untaken holidays at the end of any holiday year, they may seek the specific permission of their employer to carry over more than the usual maximum 5 days. This will be at the absolute discretion of the employer and permission to do so in one holiday year will not create or give any entitlement to any Employee to do so in any other holiday years.

In view of the difficulty which may be experienced by the employers in making arrangements for the holidays provided for in this Section, it is understood that the trade unions and Employees will give all possible assistance to the employers to enable arrangements to be made, including where necessary any re-adjustments of shift rotas after reasonable notice.

### **3. Annual Holiday Entitlement**

- (a) Employees below the Overtime Limit shall be entitled to a minimum annual holiday entitlement of 23 days rising to a maximum of 27 days on the following basis:-

<b>Continuous Service completed by the commencement of the holiday year</b>	<b>Annual Holiday Entitlement</b>
2 years	24 days
4 years	25 days
5 years	27 days

- (b) Employees above the Overtime Limit shall be entitled to a minimum annual holiday entitlement of 26 days rising to a maximum of 30 days on the following basis:-

<b>Continuous Service completed by the commencement of the holiday year</b>	<b>Annual Holiday Entitlement</b>
2 years	27 days
4 years	28 days
5 years	30 days

For the meaning of "Continuous Service", see Section 1 paragraph 5

## **5. Public and Extra Statutory Holidays**

Employees shall be allowed a holiday with pay in accordance with paragraph 12 for the normal working hours on each public holiday, together with three extra statutory holidays to be agreed locally.

## **5. New Entrants**

New entrants, being those without any previous service as defined by paragraph 5 of Section 1, shall be entitled in the holiday year of entry to annual holidays pro rata to the completed months of service.

## **6. Employees Working on Public or Extra Statutory Holidays**

(a) Employees required to work on a public or extra statutory holiday shall be entitled to a day's pay in accordance with paragraph 12 and in addition:-

(i) Payment at the rate of single time for the hours worked during what would have been the normal working hours of the day on which the holiday occurred, had it been a normal working day.

(ii) Payment at the rate of double time for all other hours worked on the public or extra statutory holiday.

(iii) If 4 hours or more are worked a day's holiday with pay in accordance with paragraph 12.

(iv) If less than 4 hours are worked half a day's holiday with pay in accordance with paragraph 12.

(b) For the purposes of this paragraph the public or extra statutory holiday shall comprise the period of 24 hours ending at midnight on the day concerned.

## **7. Employees on Standby Duty**

An Employee who is required to perform standby duty during normal hours on a public or extra statutory holiday shall be allowed time off in lieu with pay at single time, in accordance with paragraph 12(c) of Section 5 inclusive of any time to which they may be entitled under paragraph 6 of this Section.

## **8. Holidays or Payment in Lieu for Employees who are Deceased, Discharged, or who have Resigned or Retired.**

(a) On leaving the service Employees shall be entitled to holiday, or to payment in lieu, pro rata to their completed months of service from the commencement of the holiday year, less any holiday already taken since that date.

(b) An Employee who leaves the service of their employer, other than as a consequence of death, having taken holidays at the time of leaving in excess of their entitlement up to that point in the current holiday year

shall be required to refund to their employer the appropriate money in lieu.

(c) For employees employed before 1st April 2019 who retire on superannuation terms, notwithstanding the provisions of sub paragraph (a) above shall receive the full leave entitlement for the leave year in question, less any leave already taken, or at the discretion of the employer, money in lieu. In the case of Employees who die in service, payment in lieu of their full leave entitlement less any leave taken shall be included in the final salary reconciliation and any balance paid to the estate of the deceased.

**(Note:-** In relation to paragraph 8 any holiday "frozen" at 1st April 1981 shall be taken into account).

### **9. Sickness During Annual Holidays**

Subject to the Employee complying with the employer's sickness reporting procedures, if they are entitled to holidays with pay and are also entitled to sick payment on any such holidays, they shall be paid the sick payment in accordance with the provisions of Section 6(Sickness and Leave Allowances) and in addition they shall, on return, be allowed by mutual agreement with their employer the holidays with pay which they would have received if they had not been absent due to sickness.

### **10. Special Leave**

(a) **General** - Special leave, with or without pay as appropriate, may be granted for any purpose approved by the employer. Where for the purposes of this paragraph special leave is granted with pay the payment due should be calculated in accordance with Paragraph 12 of this Section.

(b) **Fees or other Payments** – Special leave with pay is granted on the condition that where an Employee on special leave takes part in activities in respect of which they receive any payment, this must be declared to the employer who may require all or part of such fee or payment to be paid to the employer.

(c) **Redundancy** - An employee who is given notice of dismissal by reason of redundancy, and who has been continuously employed for a period of two years or more, shall be entitled before the expiration of their notice to be allowed by their employer reasonable time off during the Employee's working hours in order to look for new employment, and shall be entitled to pay in accordance with the provisions of the Employment Rights Act 1996.

(d) **Jury Service** - Special leave with pay shall be granted to Employees for the purpose of jury service, subject to the abatement of such pay by the amount of any sums which can be claimed.

(e) **Joint Negotiation** - Special leave with pay shall be granted to Employees for the purposes of attending, as members, meetings of the any committee relating to work matters and also for the purposes of attending, as members, meetings of the Trade Union side of that body related to the business of the joint meeting.

f) **Annual Conference** - Special leave with pay of up to 5 days in any year shall be granted to any Employee who, as an accredited delegate, attends the annual conference of any recognised trade unions.

(g) **Territorial Army Volunteer or Similar Reserve** - Subject to the needs of the business of the employer:-

Where leave is granted, the Employee concerned will be required to produce a certificate that the full training period has been spent in camp or on other recognised annual training.

Where the full period of training is not performed, annual holiday must normally be taken in respect of any days on which such training was not carried out.

(h) **General** Where a request for special leave is not specifically covered by this paragraph 10, the employer shall seek to apply the general principles of this paragraph and permit such special leave where reasonable and appropriate to do so. Any such grant of special leave is at the discretion of the employer and subject to the needs of the business.

Special leave shall be granted as shown in the Table at the end of this Section.

(h) **H.M. Forces: Recall of reservists**

Employees who are reservists of H.M. Regular Forces and are recalled for service with the forces shall be granted, as from the date of recall, leave of absence without pay, with continuity of pensionable service (subject to payment by the employee of contributions to the appropriate superannuation scheme) and shall be reinstated on return with no loss of position or emoluments consequent on the enforced absence.

(i) **Prospective Parliamentary Candidates**

Employees who are prospective candidates for Parliament shall be granted, if they so desire, leave of absence without pay from the first day on which nomination papers may be delivered until the second day following the election day (inclusive), on the understanding that if they are elected as Members of Parliament they immediately and automatically resign from their employment.

**(j) Services to Other Bodies**

Subject to the needs of the employer's business reasonable facilities shall be granted to Employees to serve as Justices of the Peace or as members of local authorities or to fulfil other duties of a public character, subject to the head of the department concerned in each case being satisfied that facilities can be given without detriment to the business. Leave with pay shall be granted for not exceeding the equivalent of 18 full days in any year and any further leave needed shall be granted only on condition that the time lost shall be made up, or if that cannot be done, that such additional leave shall be without pay. All leave granted for these purposes shall be at the discretion and subject to the approval of the employer.

<b>VOLUNTARY FORCE</b>	<b>No. of additional days' leave with pay for purpose of attending camp, etc.</b>
<b><u>Employee with more than 6 months' service</u></b>	
Territorial Army Volunteer Reserve and similar reserve or auxiliary force	10 working days
Cadet Forces of Navy, Army and Air Force	5 working days (if not less than 7 consecutive days' annual training in camp are attended).
<b><u>Employee with less than 6 months' service</u></b>	
Royal Naval Volunteer Reserves	1 working day for each calendar month's service completed up to the date of the commencement of the annual training; such number of days in excess of the leave with pay as may be required to complete the full period of training may be granted without pay.
<b><u>Any Employee</u></b>	
	Additional leave may be granted in any year in which additional naval training is performed, provided that the total leave with pay for naval training taken over a period of three years does not exceed the amount of the holiday allowance to which the employee is entitled.

N.B. Any leave required for training in excess of the period for which the leave with pay is allowed shall be taken out of the annual holiday or leave without pay.

## **11. Time off to care for Dependants**

An employee can take a reasonable amount of unpaid time off to deal with unforeseen emergency events regarding their dependants to:

- (a) provide assistance when a dependant falls ill, gives birth, is injured or assaulted;
- (b) make longer – term care arrangements for a dependant who is ill or injured;
- (c) take action required in consequence of the death of a dependant;
- (d) deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant (such as a child-minder falling ill) and/or;
- (e) deal with an unexpected incident involving your child while a school or another educational establishment is responsible for them.

A dependant is:

- (a) an employee's spouse, civil partner, parent or child;
- (b) a person who lives in the same household as the employee, but who is not their tenant, lodger, boarder or employee;
- (c) anyone else who reasonably relies on the employee to provide assistance, make arrangements or take action of the kind referred to in paragraph 11(a) above.

## **12. Holiday Pay**

The following arrangements shall apply where there is no local agreement:-

- (a) Pay for holidays shall be calculated having regard to the number of basic working hours in the day or days upon which holidays are taken.
- (b) The rate of pay for those basic hours of work shall be calculated by reference to the average earnings of the Employee over a period of the previous 52 weeks (or such other appropriate reference period as determined by the employer and depending on their relevant working patterns) and shall include all overtime, allowances, bonuses and other payments which are intrinsically linked to the Employee's job, such as payment for standby duty, call out, "unsocial hours".

## **SECTION 6: SICKNESS AND LEAVE ALLOWANCES**

### **1. Admission to Sick Pay Scheme**

Before being admitted to the Sick Pay Scheme an Employee shall complete six months' Continuous Service, as defined in Section 1.

### **2. Reckonable Service**

The following shall count as service for the purpose of qualifying for admission and entitlement:-

- (a) Continuous service, as defined in Section 1.
- (b) Periods of unpaid sickness absence if certified as required by the employer or other unpaid leave of absence so long as the engagement continues.

### **3. Exclusion From Benefits in Sickness not Arising out of Employment**

An Employee suffering from sickness or incapacity due or attributable to:-

- (a) His own negligence or misconduct,
- (b) An accident not arising out of nor in the course of their employment with the employer, and sustained in circumstances in which they have exposed themselves to undue risk of injury, shall not be entitled to any sick pay under this Sick Pay Scheme, except at the discretion of the employer.

### **4. Exclusion from Benefit when Otherwise Gainfully Occupied**

An Employee who, at any time during any period for which they would otherwise be entitled to a sick pay under paragraph 7 of this Section, is employed in another gainful occupation other than the occupation to which this Sick Pay Scheme applies, shall not be entitled to payment of sick pay for the period in which they are employed in that other occupation.

### **5. Accident - Third Party Claim**

An Employee who is absent as a result of an accident shall not be entitled to any sickness allowance if damages may be receivable from a third party in respect of the accident. In this event the employer may, having regard to the circumstances of the case, advance to the Employee a sum not exceeding the sickness allowance provided under this Scheme, subject to the Employee's undertaking to refund to the employer the total amount of such allowance or the proportion of such allowance equivalent to the amount of the damages received. Where, in the opinion of the employer or Employee, the proportion of the advance required to be refunded is inequitable, the amount to be refunded shall be determined by mutual agreement; failure to reach agreement shall be dealt with under

the local grievance or disputes procedure. Any period of absence in a case in which a refund of the monies advanced is made in full shall not be recorded for the purposes of this Scheme. Where, however, the refund is made in part only the employer may, at their discretion, decide to what extent, if any, the period of absence may be so recorded.

## **6. Notification and Certification of Sickness**

(a) The following procedure shall apply:-

(i) An Employee obliged by illness or accident to be absent from duty must, by their normal start time on the first day of absence, inform the appropriate supervising officer by telephone only, of the nature of the illness or injury, the first day of sickness and the probable duration of the absence. 'Days of absence' are days when the Employee would normally have been at work. See definition of 'days of sickness' in this Paragraph 7 (a) (iii) below.

(ii) If the absence continues beyond three days the Employee must, by no later than the fourth day, telephone the appropriate supervising officer again and confirm the probable duration of the absence.

(iii) To meet the requirements of the Statutory Sick Pay Regulations where the sickness lasts from four to seven days the Employee will complete and sign a sickness absence form on return to work covering the period from the fourth day of the sickness. ('Days of sickness' include normal working days, Saturdays, Sundays, public and extra-statutory holidays and rest days).

(iv) Where the sickness continues beyond seven days the Employee will then submit a doctor's fit note by no later than the eighth calendar day. Subsequent doctor's fit notes must also be submitted by the Employee, covering the whole period of the sickness. The employer may in a particular case require doctor's fit notes and sickness absence forms to be submitted at more frequent intervals.

(b) An Employee shall, if required by the employer at any time during their employment submit to examination by a registered medical practitioner nominated by the employer.

## **7. Sick Pay**

(a) Employees shall be entitled to receive contractual sick pay. Contractual sick pay is inclusive of any SSP that may be due for the same period,

(b) Contractual sick pay will be paid for any period of twenty four consecutive months in accordance with the following scale:

Period of Continuous Service	Period of sick pay entitlement in Months	
	Full allowance	Half allowance
Less than 4 months	1	0
4 months to 1 year	1	2
=1 to 2 years	2	2
2 to 3 years	3	3
3 to 4 years	4	4
4 years or more	6	6

For the purpose of calculating the period of sick pay entitlement, a month shall be deemed to be 26 days excluding Sundays.

(c) A week's pay for the purposes of calculating contractual sick pay shall include the Employee's basic pay and any compulsory overtime (guaranteed and non-guaranteed overtime) only averaged over a period of the preceding 52 weeks. It shall not include any payments for voluntary overtime, allowances, bonuses or otherwise.

(d) Subject to the provisions of paragraph 5 of this Section an Employee who for any period is incapable of work due to an industrial accident or disease arising out of and/or in the course of their employment with their employer, and which is not due to their own negligence or misconduct, shall be entitled to payment of sick pay during that period whether or not they have attained the relevant period of Continuous Service in paragraph 1 of this Section. Any sick pay paid to an Employee in this regard shall not be taken into account for the purposes of sub-paragraph (b) of this paragraph 7.

(e) The employee shall give their employer such information as the employer may reasonably require to enable them to determine the sum to be paid to the employee.

### **10. Medical Suspension**

The provisions of this Section shall not have effect in the case of an Employee who is suspended on medical grounds where the terms of Sections 19 to 22 of the Employment Protection (Consolidation) Act 1978 apply.

Having regard to public health and to the nature of the work, the provisions of this Section shall not apply to an Employee who is required by the employer, or on medical advice, to absent himself from duty following contact with a case of notifiable disease. Such absence shall

be regarded as special leave with pay provided that it shall be inclusive of any Statutory Sick Pay that is payable during such absence.

### **SECTION 7: MOTOR VEHICLE ALLOWANCES**

Motor vehicle allowances shall be a matter for local determination. In the absence of any local agreement the rates payable will normally be paid by reference to the scales adopted by the Committee as shown in Appendix 1.

### **SECTION 8: PERIODS OF NOTICE**

The following provisions shall apply unless mutually agreed at the time of appointment:-

1. All Employees shall be entitled to receive and obliged to give not less than four weeks' notice of termination of their contract of service.
2. All Employees with four weeks' continuous service or more shall be entitled to receive notice of termination of their contract of service as follows:-

<b>CONTINUOUS SERVICE</b>	<b>PERIODS OF NOTICE</b>
Less than 4 years' service	4 weeks
4 years but less than 12 years' service	1 week for each completed year of service
12 years' service or more	12 weeks

3. Nothing shall affect the employer's right to terminate the contract of employment without notice for gross misconduct or other breach of contract, nor their right to pay wages in lieu of notice.

### **SECTION 9: MATERNITY, ADOPTION, SHARED PARENTAL AND PATERNITY LEAVE**

Employers will follow the statutory provisions set down in the relevant legislation in relation to all forms of such leave. Employees will be paid statutory pay in accordance with and subject to those same statutory provisions. If any Employee has any queries about their entitlements under the statutory provisions then they should raise those with their employer.

Any Employee who is pregnant should inform their employer without delay so that they can carry out a risk assessment as regards their job role.

## **SECTION 10: DISCIPLINARY AND GRIEVANCE PROCEDURES**

Disciplinary and grievance procedures shall be conducted in accordance with the [ACAS Code of Practice](#), and the [ACAS Guide, for Discipline and Grievances at Work](#). Further information in relation disciplinary rules and procedures can be found at Appendix 2.

## **SECTION 11: CAPABILITY PROCEDURE**

The primary aim of the capability procedure is to provide a framework within which managers can work with Employees to maintain satisfactory performance standards and to encourage improvement where necessary. The full procedure is attached to this Scheme at Appendix 4.

## **SECTION 12: EQUAL OPPORTUNITIES**

The Employers and Employees shall comply with current legislation and shall in general act to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of race, colour, ethnic or national origin, religion or belief, sex, marital or civil partner status, sexual orientation, gender reassignment, pregnancy or maternity, age or disability. Any actions of an Employee to the contrary may lead to disciplinary action being taken against them.

## **SECTION 13: NO DETRIMENT**

If any Employee has conditions of service more favourable than the conditions of service contained in this Scheme, then the more favourable conditions shall apply on a personal basis.

**APPENDIX 1**  
**MOTOR VEHICLE ALLOWANCES**  
(AS AMENDED 1<sup>st</sup> April 2012)

In accordance with the agreement made with the Committee, the following allowance scheme, became effective from 1<sup>st</sup> April 2012.

**Definitions**

Employees using their vehicles as part of their normal duties shall be allocated to one of the following categories:-

**(a) Essential User**

An Employee who because of the duties of the post, accept an obligation to provide a vehicle so that they can use it whenever required in connection with their duties, and is so authorised in writing by their employer.

**(b) Casual User**

An Employee who is not an essential user as defined in (a) above, but who is authorised to use from time to time a motor vehicle provided by themselves to carry out their duties shall be deemed a casual user.

**Essential User Lump Sum Allowance**

Employees who are classified as an essential user will be allocated a lump sum allowance as set out below. The allowance will be determined by the employer at a local level in accordance with the travel requirements of the post they hold.

The employer may from time to time alter the rate of allowance paid should the nature of the Employee's duties change. The employer will give the employee a minimum of 3 months notice to change the rate of their essential user allowance.

The employer also reserves the right to replace an Employee's essential user allowance with a company vehicle if the employer considers it more economical to do so.

The lump sum shall be paid monthly in arrears. A pro rata adjustment will be made for periods of less than a month. The year shall be deemed to begin from 1st April.

<b>Rate</b>	<b>Annual Amount</b>
<b>A</b>	£924 - £1343
<b>B</b>	£1344 - £1599
<b>C</b>	£1600 - £2147
<b>D</b>	£2148 - £3900

## Mileage Rate

For each business mile travelled the HMRC approved mileage rates will be paid. The current rates from 2011/12 are set out below. These rates are applicable to both essential and casual users.

<b>From 01/04/2011</b>	<b>First 10,000 business miles in the tax year</b>	<b>Each business mile over 10,000 in the tax year</b>
<b>Cars and Vans</b>	45p	25p
<b>Motor cycles</b>	24p	24p

## Radio Telephone Allowance

An Employee required by their employer to have a radio telephone or car telephone installed in their vehicle in such a way as to leave residual damage (due to drilling, etc), shall with effect from 1 April 2012 receive a payment of £142.80 per annum. In the event of both a radio and telephone being installed, only one allowance shall be paid.

## Travel between home and normal place of work

Payment for mileage between an Employee's home and the normal place of work is a matter to be determined at local level.

## **APPENDIX 2**

### **DISCIPLINARY RULES & PROCEDURE**

#### **DISCIPLINARY RULES**

##### **1. GENERAL PRINCIPLES**

- 1.1 The aim of the disciplinary procedure and disciplinary rules is to provide a framework within which managers can work with employees to maintain satisfactory standards of conduct and to encourage improvement where necessary.
- 1.2 The disciplinary rules should be read in conjunction with our disciplinary procedure. Disciplinary action should only be taken in accordance with that procedure.
- 1.3 If you are in any doubt as to your responsibilities or the standards of conduct expected you should speak to your manager.

##### **2. RULES OF CONDUCT**

- 2.1 While employed by us you should at all times maintain professional and responsible standards of conduct. In particular you should:
  - (a) observe the terms and conditions of your contract, particularly with regard to:
    - (i) hours of work; and
    - (ii) confidentiality;
  - (b) ensure that you understand and follow our Code of Conduct which is set out in the this Scheme / your contract of employment;
  - (c) observe all policies, procedures and regulations included in this Scheme or notified to you from time to time by means of notice boards, e-mail, the intranet or otherwise;
  - (d) take reasonable care in respect of the health and safety of employees and third parties;
  - (e) comply with all reasonable instructions given by your manager; and
  - (f) act at all times in good faith and in the best interests of the Board, its customers and employees.

2.2 Failure to maintain satisfactory standards of conduct may result in steps being taken under the disciplinary procedure.

### **3. MISCONDUCT**

3.1 The following are examples of matters that will normally be regarded as misconduct:

- (a) minor breaches of our policies;
- (b) minor breaches of your employment contract;
- (c) damage to, or unauthorised use of, our property;
- (d) poor timekeeping;
- (e) time wasting;
- (f) unauthorised absence from work;
- (g) refusal to follow instructions;
- (h) excessive use of the telephone for personal calls;
- (i) excessive personal e-mail or internet use;
- (j) obscene language or other offensive behaviour;
- (k) negligence in the performance of your duties; or
- (l) smoking in no-smoking areas.

This list is intended as a guide and is not exhaustive.

### **4. GROSS MISCONDUCT**

4.1 Gross misconduct is misconduct which, in our opinion, is serious enough to prejudice our business or reputation, or which irreparably damages the working relationship and trust between employer and employee. It is a serious breach of contract and may lead to summary dismissal, that is, dismissal without notice or any compensation.

4.2 The following are examples of matters that are normally regarded as gross misconduct:

- (a) theft, or unauthorised removal of our property or the property of an employee, contractor or member of the public;

- (b) fraud, forgery or other dishonesty, including fabrication of expense claims and time sheets;
- (c) acceptance of bribes or other secret payments arising out of your employment;
- (d) accepting a gift above the value of £25.00 from a supplier, contractor or other third party in connection with your employment without prior consent from the supervising officer;
- (e) deliberate damage to our buildings, fittings, property or equipment, or the property of an employee, contractor or member of the public;
- (f) actual or threatened violence, or behaviour which provokes violence;
- (g) conviction for a criminal offence that in our opinion may affect our reputation or our relationships with our employees or the public, or otherwise affects your suitability to remain an employee;
- (h) being under the influence of alcohol, illegal drugs or other substances during working hours;
- (i) possession, use, supply or attempted supply of illegal drugs;
- (j) repeated or serious disobedience of instructions, or other serious act of insubordination;
- (k) serious neglect of duties, or a serious or deliberate breach of your employment contract or operating procedures;
- (l) serious or repeated breach of health and safety rules or serious misuse of safety equipment;
- (m) knowing breach of statutory rules affecting your employment;
- (n) unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure;
- (o) unauthorised use, processing or disclosure of personal data;
- (p) harassment or discrimination against employees, contractors or members of the public on the grounds of sex, marital status, gender reassignment, race, disability, religion, age or sexual orientation;

- (q) failure to disclose any of the information required by your employment or any other information that may have a bearing on the performance of your duties;
- (r) giving false information as to qualifications or entitlement to work (including immigration status) in order to gain employment or other benefits;
- (s) making untrue allegations in bad faith against another employee;
- (t) victimising another employee who has raised concerns, made a complaint or given evidence information under the Grievance Procedure, Disciplinary Procedure or otherwise;
- (u) serious misuse of our information technology systems (including misuse of developed or licensed software, use of unauthorised software and misuse of e-mail and the internet);
- (v) deliberately accessing internet sites containing pornographic, offensive or obscene material;
- (w) bringing the Board into serious disrepute;
- (x) causing loss, damage or injury through serious negligence

This list is intended as a guide and is not exhaustive.

## **5. Disciplinary Procedure**

**5.1 Policy Statement** The aim of the disciplinary procedure is to provide a framework within which managers can work with employees to maintain satisfactory standards of conduct and to encourage improvement where necessary.

**5.2** It is our policy to ensure that any disciplinary matter is dealt with fairly and that steps are taken to establish the facts. Employees (including those in their probationary period) should not be dismissed or subjected to disciplinary action without being provided with the following:

- (a) a written statement of the allegations;
- (b) a fair hearing before any decision is reached; and
- (c) the right to an appeal hearing.

## **6. GENERAL PRINCIPLES**

- 6.1 This procedure has been agreed in consultation with the appropriate Unions and applies to all employees regardless of status or length of service. It does not apply to agency workers or self-employed contractors.
- 6.2 Minor conduct issues can normally be resolved informally between you and your supervising officer. These discussions should be held in private and without undue delay whenever there is cause for concern. In some cases an informal verbal warning may be given. Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the allegation).
- 6.3 Except in cases of gross misconduct or during your probationary period, you will not normally be dismissed for a first act of misconduct. We will normally give you a warning and a chance to improve.
- 6.4 Where disciplinary allegations are made against a probationary employee we may omit some of the steps set down in this procedure and/or vary some or all of the time limits. We will as a minimum however carry out the three steps outlined in 1.2 above prior to dismissing a probationary employee.
- 6.5 Any steps under this procedure should be taken promptly unless there is a good reason for delay. We may vary any time limits if it is reasonable to do so.
- 6.6 If you have difficulty at any stage of the procedure because of a disability, you should discuss the situation with your manager as soon as possible.

## **7. CONFIDENTIALITY**

- 7.1 Our aim during an investigation or disciplinary procedure is to deal with matters sensitively and with due respect for the privacy of any individuals involved.
- 7.2 All employees must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.
- 7.3 You are not permitted to make any electronic recordings of any investigative meetings, disciplinary or appeal hearings. Your representative, or any companions or witnesses who accompany you to any meetings or hearings are also forbidden from making electronic recordings.

- 7.4 You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you, unless, in our discretion, we believe that a witness's identity should remain confidential.
- 7.5 Witnesses must treat as confidential any information given to them in the course of an investigation, including the identity of any employees under investigation.

## **8. INVESTIGATIONS**

- 8.1 The purpose of an investigation is for us to establish a fair and balanced view of the facts before deciding whether to proceed with a disciplinary hearing. This may involve reviewing any relevant documents, interviewing you and any witnesses, and taking witness statements.
- 8.2 The investigative process shall be in accordance with [ACAS Guidance: Conducting Work place investigations](#)
- 8.3 Investigative interviews are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.
- 8.4 You may bring a companion to any Investigation interview under this procedure. The companion may be either a trade union representative or a workplace colleague.
- 8.5 You must co-operate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending any investigative interviews.
- 8.6 The amount of investigation required will depend on the nature of the allegations and will vary from case to case.

## **9. DISCIPLINARY SANCTIONS**

- 9.1 We aim to treat all employees fairly and consistently. Disciplinary action previously taken against other employees for similar misconduct will usually be taken into account but should not be treated as a precedent. Each case will be assessed on its own merits.
- 9.2 Depending on the seriousness of the matter any of the following stages may be omitted.

## **10. STAGE 1: VERBAL WARNING**

- 10.1 You may be given a verbal warning for a minor act of misconduct where you have no other active warnings on your disciplinary record.
- 10.2 The warning will be confirmed in a letter to you which will set out the nature of the misconduct, the change in behaviour required and the likely consequences of further misconduct.
- 10.3 A record of the warning will be placed permanently on your personnel file and will remain active for six months from the date it is given, after which time it will normally be disregarded. Your conduct may be reviewed at the end of this period and if it has not improved sufficiently we may decide to extend the active period.
- 10.4 Verbal warnings may be given by the supervising officer.

## **11. STAGE 2: FIRST WRITTEN WARNING**

- 11.1 A first written warning will usually be given for:
  - (a) first acts of misconduct where there are no other active warnings on your disciplinary record; or
  - (b) minor misconduct where there is an active verbal warning on your record.
- 11.2 The warning will set out the nature of the misconduct, the change in behaviour required and the likely consequences of further misconduct.
- 11.3 The warning will be placed permanently on your personnel file and will remain active for six months from the date it is given, after which time it will normally be disregarded. Your conduct may be reviewed at the end of this period and if it has not improved sufficiently we may decide to extend the active period.
- 11.4 First written warnings may be given by the Chief Officer.

## **12. STAGE 3: FINAL WRITTEN WARNING**

- 12.1 A final written warning will usually be given for:
  - (a) misconduct where there is already an active written warning on your record; or
  - (b) cases where there is no active written warning on file but we consider that the misconduct is sufficiently serious to warrant a final written warning.

- 12.2 The warning will set out the nature of the misconduct, the change in behaviour required and the likely consequences of further misconduct.
- 12.3 The warning will be placed permanently on your personnel file and will normally remain active for 12 months or, if we decide that the matter is more serious, for a longer period. Your conduct may be reviewed at the end of this period and if it has not improved sufficiently we may decide to extend the active period. After the active period it will normally be disregarded.
- 12.4 Final written warnings may be given by the Chief Officer.

### **13. STAGE 4: DISMISSAL**

- 13.1 We may decide to dismiss you in the following circumstances:
- (a) misconduct during your probationary period; or
  - (b) misconduct where there is an active final written warning on your record; or
  - (c) gross misconduct regardless of whether you have received any previous warnings.
- 13.2 Gross misconduct will usually result in summary dismissal, that is, dismissal without notice or payment in lieu of notice. In cases not involving gross misconduct you will be given your full contractual notice period, or payment in lieu of notice.
- 13.3 Dismissal may be authorised by the Chief Officer.

### **14. ALTERNATIVE SANCTIONS SHORT OF DISMISSAL**

- 14.1 In appropriate cases we may consider some other sanction short of dismissal, such as:
- (a) demotion;
  - (b) transfer to another department or job;
  - (c) reduction in pay;
  - (d) loss of future pay increment or bonus;
  - (e) loss of overtime.
- 14.2 These sanctions may be used in conjunction with a written warning.
- 14.3 These sanctions may be authorised by the Chief Officer.

## **APPENDIX 3**

### **CAPABILITY PROCEDURE**

#### **1. POLICY AND PRINCIPLES**

1.1 It is our policy to ensure that concerns over performance are dealt with fairly and that steps are taken to establish the facts. Employees should not be dismissed or subjected to formal sanctions for poor performance unless:

- (a) they have been given a written statement of the reasons for concern;
- (b) a fair hearing has been held; and
- (c) the employee has been given the right to an appeal hearing.

1.2 Employees will not normally be dismissed for performance reasons without previous warnings. However, in serious cases of gross negligence, or in any case involving an employee who has not yet completed their probationary period, dismissal without previous warnings may be appropriate.

1.3 This procedure has been agreed in consultation with the appropriate Unions and applies to all employees regardless of status or length of service. It does not apply to agency workers or self-employed contractors. This procedure is for guidance only and does not form part of your contract of employment. We may vary the procedure including any time limits as appropriate to a particular case.

#### **2. DISABILITIES**

2.1 At each stage, consideration should be given to whether the unsatisfactory performance is related to a disability and if so, whether there are reasonable adjustments that could be made to the requirements of the job or other aspects of the working arrangements.

2.2 If you have difficulty at any stage of the procedure because of a disability, or wish to inform us of any medical condition you consider relevant, you should contact your manager.

#### **3. INFORMAL DISCUSSIONS**

3.1 In the first instance, performance issues should normally be dealt with informally between you and your manager as part of day-to-

day management. Informal discussions may be held with a view to (for example):

- (a) clarifying the required standards;
- (b) identifying areas of concern;
- (c) establishing the likely causes of poor performance and identifying any training needs;
- (d) setting targets for improvement; and/or
- (e) agreeing a time-scale for review.

3.2 The formal procedure should be used for more serious cases, or in any case where informal discussions have not resulted in a satisfactory improvement.

#### **4. CAPABILITY HEARINGS**

4.1 A capability hearing will be held at each stage of the procedure.

4.2 Unless it is impractical to do so, we will give you one week's written notice of the date, time and place of the capability hearing.

4.3 We will inform you in writing of our concerns over your performance and the basis for those concerns. You will have a reasonable opportunity to consider this information before the hearing.

4.4 The hearing will be held by the appropriate officer and a Minute taker will be present. You may bring a companion with you to the hearing (see Right to be accompanied, below).

4.5 You must take all reasonable steps to attend the hearing. Failure to attend a hearing without good reason may be treated as misconduct. If you or your companion cannot attend at the time specified you should inform us immediately and we will seek to agree an alternative time.

4.6 A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

4.7 We will give you written confirmation of our decision, the reasons for it, and your right of appeal, within one week of a capability hearing (unless this time scale is not practicable, in which case we will confirm this information as soon as is practicable).

## **5. RIGHT TO BE ACCOMPANIED AT HEARINGS**

- 5.1 You may bring a companion to any capability or appeal hearings under this procedure. The companion may be either a trade union official or a fellow employee. You will not be entitled to bring a legally qualified representative. You must tell the manager conducting the hearing who your chosen companion is, in good time before the hearing.
- 5.2 Employees are allowed reasonable time off from duties without loss of pay to act as a companion. There is no duty on employees to act as a companion if they do not wish to do so.
- 5.3 In some circumstances your choice of companion may not be allowed: for example, anyone who may have a conflict of interest, or whose presence may prejudice the hearing. Your companion should not normally be an employee working at another site, unless no-one reasonably suitable is available at the site at which you work.
- 5.4 We may, at our discretion, allow you to bring a companion who is not an employee or union official (for example, a member of your family) where this will help overcome a particular difficulty caused by a disability, or where you have difficulty understanding English.
- 5.5 Your companion may make representations, ask questions, and sum up your case, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during the hearing.

## **6. STAGE 1: FIRST CAPABILITY HEARING**

- 6.1 Where performance is unsatisfactory, and informal steps have either failed to resolve the situation or are not appropriate, a first capability hearing will be held. This will follow the procedure set out in paragraph 4 and paragraph 5.
- 6.2 The purposes of the first capability hearing include:
- (a) setting out the required standards that are considered not to have been met;
  - (b) establishing the likely causes of poor performance;
  - (c) allowing you the opportunity to explain the poor performance and ask any relevant questions;

- (d) discussing measures, such as additional training or supervision, which may improve performance;
  - (e) setting targets for improvement; and
  - (f) setting a time-scale for review.
- 6.3 Following the hearing, if we decide that it is appropriate to do so, we will give you a first written warning setting out:
- (a) the areas in which you have not met the required performance standards;
  - (b) targets for improvement;
  - (c) any measures, such as additional training or supervision, which will be taken with a view to improving performance;
  - (d) a time-scale for review;
  - (e) the consequences of failing to improve within the review period, or of further unsatisfactory performance.
- 6.4 The warning will normally remain active for six months, after which time it will normally be disregarded for the purposes of the capability procedure. A record of the warning will form a permanent part of your personnel record.
- 6.5 Your performance will be monitored and at the end of the review period we will write to inform you of the next step, as follows:
- (a) if your manager is satisfied with your performance, no further action will be taken;
  - (b) if your manager is not satisfied, the matter may be progressed to Stage 2; or
  - (c) if the manager feels that there has been a substantial but insufficient improvement, the review period may be extended.

## **7. STAGE 2: SECOND CAPABILITY HEARING**

- 7.1 If your performance does not improve within the review period, or if there are further instances of poor performance while your first written warning is still active, we will hold a second capability hearing. This will follow the procedure set out in paragraph 4 and paragraph 5.

- 7.2 The purposes of the second capability hearing include:
- (a) setting out the required standards that are considered not to have been met;
  - (b) establishing the likely causes of poor performance including any reasons why the measures taken so far have not led to the required improvement;
  - (c) allowing you the opportunity to explain the poor performance and ask any relevant questions;
  - (d) identifying further measures, such as additional training or supervision, which may improve performance;
  - (e) setting targets for improvement; and
  - (f) setting a time-scale for review.
- 7.3 Following the hearing, if we decide that it is appropriate to do so, we will give you a final written warning, setting out:
- (a) the areas in which you have not met the required performance standards;
  - (b) targets for improvement;
  - (c) any measures, such as additional training or supervision, which will be taken with a view to improving performance;
  - (d) a further time-scale for review;
  - (e) the consequences of failing to improve within the time-scale, or of further unsatisfactory performance.
- 7.4 A final written warning will normally remain active for 12 months, after which time it will be disregarded for the purposes of the capability procedure. A record of the warning will form a permanent part of your personnel record.
- 7.5 Your performance will be monitored and at the end of the review period we will write to inform you of the next step, as follows:
- (a) if your manager is satisfied with your performance, no further action will be taken;

- (b) if your manager is not satisfied, the matter may be progressed to a stage 3 capability hearing; or
- (c) if the manager feels that there has been a substantial but insufficient improvement, the review period may be extended.

## **8. STAGE 3: DISMISSAL OR REDEPLOYMENT**

8.1 If your performance does not improve within the further review period set out in the final written warning, or if there are further serious instances of poor performance while your final written warning is still active, we will hold a further capability hearing. This will follow the procedure set out in paragraph 4 and paragraph 5.

8.2 The purposes of the stage 3 hearing include:

- (a) setting out the required standards that are considered not to have been met;
- (b) identifying areas in which performance is still unsatisfactory;
- (c) allowing you the opportunity to explain the poor performance and ask any relevant questions;
- (d) establishing whether there are any further steps that could reasonably be taken to rectify the poor performance;
- (e) establishing whether there is any reasonable likelihood of the required standard of performance being met within a reasonable time; and
- (f) discussing whether there is any practical alternative to dismissal, such as redeployment to any suitable job that is available at the same or lower grade.

8.3 In exceptional cases where we believe that there is a reasonable likelihood of the necessary improvement being made within a reasonable time, a further review period will be set and the final written warning extended.

8.4 If performance remains unsatisfactory and there is to be no further review period, we may:

- (a) re-deploy you into another suitable job at the same or a lower grade; or
- (b) dismiss you.

8.5 Dismissal will normally be with full notice or payment in lieu of notice, unless you are guilty of gross misconduct within the meaning of our disciplinary policy, in which case we may dismiss you without notice or any pay in lieu.

## **9. APPEALS**

9.1 You may appeal against the outcome of any stage of the formal capability procedure. If you wish to appeal you should do so in writing, stating your full grounds of appeal, to the Chief Officer within one week of the date on which you were informed of the decision.

9.2 Unless it is not practicable, we will give you between two days' and one week's written notice of the appeal hearing. In cases of dismissal the appeal will be held as soon as possible.

9.3 Where practicable, the appeal hearing will be held by a manager who is senior to the person who conducted the capability hearing. You may bring a companion with you to the appeal meeting (see Right to be accompanied, above).

9.4 If you raise any new matters in your appeal we may need to carry out further investigation. If any new information comes to light we will provide you with details in writing. You will have a reasonable opportunity to consider this information before the hearing.

9.5 Depending on the grounds for your appeal, the appeal hearing may be a complete rehearing of the matter or a review of the original decision.

9.6 Following the appeal we may:

- (a) confirm the original decision;
- (b) revoke the original decision; or
- (c) substitute a different outcome.

9.7 Our final decision will be confirmed to you in writing, if possible within one week of the appeal hearing. There will be no further right of appeal.

9.8 The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss you will be revoked with no loss of continuity of employment or pay.