

# Kilmarnock Leisure Centre Trust



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## ==== **Staff Manual** =====

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## CONTENTS

<b>INTRODUCTION</b>		<b>Page</b>
	Message of Welcome from the Chairman	3
	History and Development of the Galleon Centre	4
	General	4
 <b>TERMS AND CONDITIONS OF EMPLOYMENT</b>		
1.	Induction	5
2.	Hours of Work	5
3.	Overtime	5
4.	Pay	5
5.	Holidays (Annual)	6, 7
6.	Holidays (Public)	8
7.	Absence	9, 10, 11
8.	Retirement	11
9.	Pension & Healthcare	11
10.	Notice of Termination	12
11.	Vocational Training	12
11a.	Personal Harassment	12
11b.	Whistle Blowing	12
11c.	Internet & E-mail Use	12
11d.	Smoking	12
11e.	Parental Leave	12
11f.	Recruitment	13
11g.	S.M.P	13
11h.	Adoption Leave	13
11i.	Shared Parental Leave	13
11j.	Flexible Working	14
11k.	Parental Leave	14
11l.	Disabled Working	14
11m.	Relationships at Work	14
11n.	Alcohol, Drug & Solvent Abuse	14
11o.	Unemployed/Special Needs Customers	14
11p.	Recruitment of Ex-Offenders	14
 <b>EMPLOYMENT POLICIES AND PROCEDURES</b>		
12.	The Equality Act	15
13.	Avoidance of Disputes	15
14.	Disciplinary Procedure	16-26
15.	Grievance Procedures	27-29
16.	Appeals Procedure	30-31
17.	Health and Safety	32
18.	Health Screening	32
19.	Leave Of Absence	32
20.	Maternity	33
21.	Right to Search	33
22.	Trade Union Membership	33
23.	Staff Use of Sports Facilities	33
24.	Staff Room	34
25.	Workwear	34
26.	Employees Responsibilities	34
27.	Use of Information	35
28.	Gifts and Hospitality	35
29.	Other Employment	35

## **MESSAGE OF WELCOME FROM THE CHAIRMAN**

As Chairman of Kilmarnock Leisure Centre Trust, may I welcome you, as a member of the staff, to the Galleon Centre. The facilities at the Centre serve not only the residents in East Ayrshire but also those of Ayrshire, its surrounding Districts and the tourists who come from further afield.

Although the sports and recreational facilities at the Galleon Centre are varied and provide an excellent leisure environment for local people, the performance of the Centre will depend on the quality of staff employed there. By joining the team of staff at the Galleon Centre your dedication and enthusiasm will determine the success of the complex and ultimately its popularity with local people.

“I hope that your time spent at the Galleon Centre proves to be rewarding and fruitful and that your experience and skills make a valued contribution to the success of the Centre.”

Chairman of the Kilmarnock Leisure Centre Trust.

## **HISTORY AND DEVELOPMENT OF THE GALLEON CENTRE**

The Kilmarnock Baths were situated in the central area of the town, and first opened in 1940 had been gradually deteriorating over the years and some twenty five years ago the Kilmarnock Town Council realised that a replacement would be required.

After much debate between Local and Central Government it was realised that the Council's capital allocation from Central Government would not permit the size of the building that was now needed and that some form of borrowing would be necessary to finance the project. To this end a charitable Trust was set up and it was established that they would contract a private firm to build a complex at a cost of 4.5 million pounds which could be repaid to a lending bank over a defined period.

Fortunately a site was available in Titchfield Street opposite the old baths which was leased to the Trust by the District Council.

Work was started on the site in February 1986 and was completed in April 1987. A competition was organised for people of the District to select a name for the new leisure complex and it was decided that it would be called The Galleon Centre, the name reflecting the fact that the Galleon Burn formally ran through the site. The Centre opened to the public for the first time on 15 May 1987 and is available for use each day, Monday - Friday 6.30am, Saturday 7.45am and Sunday from 9.00am. As well as providing facilities for swimming it houses an ice rink, bowling hall, two sports halls, squash courts, a sauna/solarium suite, Steam Room, a superb fitness room, a catering area overlooking the swimming pool and two bars. The upper bar overlooks the full length of the ice rink - programmed extensively for curling, and is appropriately named the Bonspiel bar. The bar on the lower level, which overlooks Kilmarnock Water and the Howard Park, is named the Cordwainer Bar, a reflection of the fact that the complex stands on the site of the old Saxone shoe factory. Indeed the headstone in the shape of the Cordwainer sits proudly in the wall of the bar itself. A third bar is provided in the bowling hall to allow bowlers to have their own facility. Kitchen facilities complement the large function room in the Centre, so accommodating private parties, meetings or the entertainment of visitors. It is therefore a complex for the whole family to enjoy.

## **GENERAL**

This handbook contains conditions of employment and employment policies and procedures which together with your written statement of main terms and conditions of employment form the basis of your employment with the Trust. From time to time depending on the circumstances of the business changes to these conditions and rules may be necessary and subsequent amendments or additions will be notified to you in writing, or otherwise recorded in documents to which you can refer.

For simplicity the masculine pronoun has been used throughout this handbook. The conditions, with particular exceptions apply equally to men and women.

## **TERMS AND CONDITIONS OF EMPLOYMENT**

### **1. INDUCTION**

All new employees will participate in an induction programme into the organisation. Responsibility for general induction falls initially to senior management. Subsequent job specification induction activities are undertaken by line Managers to assist the new employee in adapting to the requirements of the job and the working practices of the new organisation.

### **2. HOURS OF WORK**

The Galleon Centre is open from 6.30am to 11pm Monday - Friday, Saturday 7.45am to 6pm and Sunday 9am to 11pm, except 1st, 2nd January and 25th, 26th December this requires a variety of hours of employment. Your individual statement of employment will outline your standard working week. Lunch and tea breaks are granted each day. However it should be noted that the timing of these breaks may vary according to the needs and requirements of the Centre. Saturday opening may vary throughout the year.

### **3. OVERTIME**

Overtime is not contractual, but you are expected to work overtime when offered. Advance notice of working, normally a minimum of 24 hours, will be given. Payment for extra hours worked by all staff in excess of the standard working week will be at the rate of time and one half (1.5) per hour. The standard working week for this purpose is 39 hours.

### **4. PAY**

Employees will have been notified of their initial rate of pay at the time of starting work. Subsequent amendments will be confirmed in writing usually by means of the pay statement. Payment of wages is made fortnightly in arrears by direct transfer to a bank or building society. Any changes should be notified to Administration.

The Trust is required by law to make certain statutory deductions from pay. In addition the Trust has agreed with the General, Municipal, Boilermakers (GMB), the recognised Trade Union, to deduct Union contributions from the pay of each employee who has signed and delivered to the Trust a written authorisation for such deductions. Other Unions are of course now accepted and deductions will apply providing the minimum criteria is met.

A pay statement detailing earnings, less statutory and agreed deductions, will be issued to individual employees during the pay week which will be emailed to you from Administration. Any queries should be referred to Administration.

A further deduction from pay can be agreed to meet Council Tax payments.

**5. HOLIDAYS (ANNUAL)**

Except where otherwise agreed by the Trust the following provisions on holiday entitlement will apply. The annual holiday year is from 1 January to 31 December and leave entitlement during this period will be calculated on the number of hours worked by an employee to the standard working week and will be 20 days for full time staff who have completed one year's continuous service at the end of the year.

**Length of Service Holidays**

Full Time and Part Time staff are entitled to additional holidays as follows;

- 5 years continuous service an additional 5 days
- 10 years continuous service an additional 8 days
- 15 years continuous service an additional 10 days

Part Time staff will be pro-rata to these additional holidays.

TABLE GIVING PROPORTIONS OF LEAVE FOR FULL TIME STAFF

<i>Complete months of continuous service</i>	<i>Annual entitlement 4 weeks (20 days)</i>	<i>25 days</i>
1	1.5	2
2	3.5	4
3	5	6
4	6.5	8
5	8.5	10
6	10	13
7	11.5	15
8	13.5	17
9	15	19
10	16.5	21
11	18.5	23

A “complete month” means the period between a date in one month and the immediately preceding date in the following month (e.g. 12 May to 11 June inclusive).

As annual leave is calculated in terms of days worked, employees are entitled to annual leave with pay in proportion to the number of days worked per week. e.g. Employees with more than one but less than 5 years reckonable service who work:-

35 hours per week over 5 days	5/5ths of 20=20 (4 working weeks)
35 hours per week over 4 days	4/5ths of 20=16 (4 working weeks)
20 hours per week over 5 days	5/5ths of 20=20 (4 working weeks)
20 hours per week over 3 days	3/5ths of 20=12 (4 working weeks)

Staff should apply for annual leave in advance (at least 7 days' notice should be given) and Managers should plan ahead so that there are enough staff on duty at any one time. Each employee must ensure that proper authority has been obtained for specific leave requirements prior to making holiday bookings. The appropriate holiday form is available at Administration.

Any conflicts between staff over holiday requests should be resolved as early as possible. Common sense and consideration for others should prevail. In the final analysis Management will decide where necessary leave will be rostered.

Leave may be granted in consecutive days or in such other manner as may be approved but the timing of leave will always be subject to the requirements of the Centre.

Holidays for full time/part time staff must be taken within the following periods:

1 <sup>st</sup> January to 31 <sup>st</sup> March	.....	5 Days	Pro Rata
1 <sup>st</sup> April to 30 <sup>th</sup> September	.....	10 Days	Pro Rata
1 <sup>st</sup> October to 31 <sup>st</sup> December	.....	5 Days	Pro Rata

Staff must take their holidays within the holiday period/year. A carry over of leave entitlement outstanding at the end of any leave period will not be permitted unless in exceptional circumstances and proper authority has been obtained in writing in advance. As a rule individuals have no right to compensation if they do not take their full holiday allowance. Full-time staff can anticipate up to 7 days from the next periods allowance in the current holiday year.

If an employee falls sick at the commencement of or on annual leave the period will be treated as sickness, not annual leave if:

- (i) Management is notified immediately.
- (ii) The illness lasts 4 days or more, and
- (iii) A medical certificate completed by a doctor must be provided after 7 consecutive day absence.

In such circumstances pay will be at the appropriate sick pay rate. All annual leave covered by the certificate will be cancelled and recorded as sick leave. Any balance will still be regarded as annual leave. If a public holiday, for which staff are eligible occurs during absence on annual leave the holiday does not count against the annual leave allowance. For each day or week of holiday an employee will be paid at his normal rate of pay at the time of that holiday.

An employee who leaves the service of the Galleon Centre for reasons other than dismissal for misconduct will be entitled to accrued holiday pay up to the date of leaving, less any holidays taken. Employees who have taken more leave than their earned allowance will have the difference recovered from their salary.

## 6. HOLIDAYS (PUBLIC)

All full time staff get 10 days public holiday on top of their annual leave allowance. Part-time staff receive public holidays in proportion to their number of contracted hours in a week using the method of calculation. For example,

For Statutory Holidays, Part time employees working on a rota shift system which includes working on that statutory holiday will be given that statutory holiday, all others will be pro-rated. Part Time employees working on a fixed shift system which does not include Statutory Holiday working will be paid the ratio of 10 Statutory days to the standard working week - 39 hours ie:

$$24 \div 39 \times 10 = 6.15 = 6 \text{ days at average weekly shift}$$

Entitlement to the public holiday is granted on the understanding that an employee is in employment with the Centre when that holiday falls due.

The holidays are:

January.....	1st and 2nd
April.....	1 day
May.....	2 days
July.....	2 day
September.....	1 day
December.....	25th and 26th

The Centre is closed on 25th/26th December and 1st/2nd January. Full Time employees not rostered for duty on these days will be given an alternative day in compensation. Employees rostered for duty on these days will be deemed to have been on holiday.

Except when the Centre is closed staff will be required to work on a public holiday if so rostered and will receive an alternative day in lieu. Full-time staff who are not rostered for a public holiday will receive an alternative day in lieu.

Alternative days in lieu should be taken within 3 months after the public holiday to which they relate.

Payment for public holidays will only be made when the employee has worked a full normal day prior to the public holiday, on the day of the public holiday and full normal day following the public holiday unless:

- (i) The employee has been excused by Management and written permission must be obtained.
- (ii) Upon the receipt of a doctors medical certificate.



## **7. ABSENCE**

### **NOTIFICATION OF ABSENCE**

If you are prevented, by sickness, from reporting for duty you must notify or ensure that someone acting on your behalf notifies the Duty Manager or in his absence the Administration Office as soon as possible but no later than early shift 10.00am, late shift 1.00pm.

You should remember that you are a vital part of the section in which you work and the Duty Manager will need to take action as soon as possible to cover your absence.

When contact is made with the Duty Manager or the staff in the Administration Office the following information is required for record purposes:

- (i) Name.
- (ii) Reason for absence.
- (iii) Anticipated length of absence.
- (iv) Name of person reporting absence if different from above.

Where your absence extends beyond seven days you must notify Management of the position on the eighth day and thereafter at seven day intervals. You should also notify Management when you know of a likely date of return to work.

### **7a. EVIDENCE OF ABSENCE**

On the day you return to work you must obtain, complete and submit a self-certified report (this is available from the Administration Office) detailing the reason for all absences up to and including seven calendar days. This report will be countersigned by the Duty Manager.

In certain circumstances, for example sickness or injury which is known at the outset will last more than seven calendar days, the self-certified sickness report may be posted to you on request.

If the absence is for the reason of sickness or injury and exceeds seven calendar days you should submit to the Administration Office by the ninth day of absence a medical certificate from your doctor giving details of the illness. Thereafter medical certificates must be submitted at the same intervals as they are issued by your doctor.

### **7b. SICK PAY**

The Centre operates the statutory sick pay scheme in accordance with current legislation. A copy of the scheme may be inspected in the Administration Office.

All absences must be notified to the Centre and supported by the appropriate certification as set out above otherwise payment may be delayed or withheld.

### **7c. SICKNESS MONITORING POLICY**

Records showing the duration and reasons for all spells of absence are kept to help monitor absence levels so that problems can be identified and addressed at an early stage. Management will review every employee's individual attendance record on a regular basis and note those who have been absent. Unacceptable levels of absence or reasons for absence which give cause for concern will result in Management taking action which could include an interview to establish the reason, discipline or a referral to a doctor for a medical report.

Certificated term absence will also be monitored and employees will be interviewed by a member of Management on their return to work.

Three or more days recorded within any 12 week period will result in the removal of 1-3 day sickness payment for appropriate staff in a subsequent 12 week period, providing no further absence in this period is recorded. Further details are included below:-

#### **Criteria**

The minimum standard to determine reasons for absence will apply as follows:-

(i) **Full-time Staff**

The ratio 3 days in a 12 week period represents 5% of available work time. 3 individual or consecutive days or more recorded within a 12 week period will require the employee to attend a counselling session determining the frequency and nature of absence regarding:-

- condition of illness
- other associated problems
- anticipated return to work

The outcome of the counselling session will be determined by the response from the individual with Management deciding:-

1. no further action
2. disciplinary action

(ii) **Part-time Staff** - the ratio for part-time staff will be pro-rata weekly contracted hours over a 12 week period. For example:-

			5%
Reception	17 hours per week	x 12 weeks	= 204 hours = 10 hours more
Bowling	24 hours per week	x 12 weeks	= 288 hours = 14.5 hours more
Ice Rink	16 hours per week	x 12 weeks	= 192 hours = 10 hours more
Fitness Instr.	16 hours per week	x 12 weeks	= 192 hours = 10 hours more
Sauna	24 hours per week	x 12 weeks	= 294 hours = 15 hours more
Bars & Cater.	24.5 hours per week	x 12 weeks	= 288 hours = 14.5 hours more
Cleaning	31.5 hours per week	x 12 weeks	= 378 hours = 19 hours more.

Equivalent to 5% of available working time

(iii) Casual/Coaching Staff

Casual and contracted coaching staff will apply the same 5% rate based upon actual hours worked.

Management reserve the right to follow up instances of absence in appropriate cases and in particular may:

- (i) In respect of absences of one week or less request the submission of authoritative evidence where this is considered necessary.
- (ii) Require an employee to undergo a medical examination by an independent doctor or a doctor in the Regional Medical Service in cases of prolonged, persistent or regular absence.
- (iii) Arrange to visit an employee at home during the period of absence.
- (iv) Require an employee to produce a note from a registered medical practitioner confirming fitness to resume work.
- (v) Withhold the payment of sick pay and take disciplinary action where an employee is unable to satisfy management as to the accuracy of any statements associated with absence.
- (vi) Terminate the employment of an employee where there is an unsatisfactory absence record.

#### **7d. MEDICAL REPORTS**

Where Management requests a medical report from a medical practitioner relating to an employee it will comply with current legislation (Access to Medical Reports Act 1988). Where, however, an employee withholds consent to a medical report Management will draw their own conclusions when considering further action.

#### **8. RETIREMENT**

The KLCT operates a Retirement Policy which emphasises the need to consider each individual retirement on its merits and for flexibility in the way in which the contractual relationship will continue. Full details are available from Administration.

#### **9. PENSION**

The KLCT operates a contributory auto-enrolment pension scheme which is organised by Standard Life Assurance Society and Ayrshire Financial Services. You will be automatically enrolled once your salary reaches a certain point, however you can choose to opt out of the pension scheme if you want to, this must be confirmed in writing. Full details of the scheme can be obtained from Administration.

#### **9a. WESTFIELD HEALTHCARE PLAN**

The Trust operates a contributory healthcare plan in partnership with the Ayrshire Chamber of Commerce. The Trust will pay a variable amount per week providing you pay the same into the scheme. This easy to use plan provides you with a range of valuable

cash benefits and services. This allows you to take control of getting the routine healthcare and advice you need when you need it most. This cost could vary each year.

## **10. NOTICE**

Except where longer periods of notice are agreed in any individual case the minimum requirements for the periods of notice to be given and received by the Trust are as follows:

A permanent employee after the completion of one month's continuous service is entitled to receive two weeks' notice for continuous service of up to two years. Thereafter the employee will be entitled to a further week's notice for each complete year of service up to a maximum of twelve weeks for twelve or more years' service. An employee is required to give the Trust two weeks' notice of termination. Failure to work said notice can result in loss of payments in lieu of notice.

If an employee is summarily dismissed for gross misconduct he will forfeit all rights to notice or payments in lieu of notice.

## **11. VOCATIONAL TRAINING**

The selection and recruitment of suitably qualified staff is an essential part of the Galleon Centre's vision, and an integral part of our commitment towards our overall objectives. Copies of the Recruitment Policy are available for perusal from the Administration Department.

### **11a. PERSONAL HARASSMENT POLICY**

The Galleon Centre operates a personal harassment policy, copies of which can be obtained from the Administration Office.

### **11b. WHISTLE BLOWING**

The Galleon Centre operates a Whistle Blowing Policy, copies of which can be obtained from the Administration Office.

### **11c. INTERNET & E-MAIL USE POLICY**

The Galleon Centre recognises the new world of communication via the internet and has therefore initiated an INTERNET USE POLICY, copies of which can be obtained from the Administration Office.

### **11d. SMOKING POLICY**

To assist all staff be aware of the effects of tobacco smoke in the workplace.

### **11e. PATERNITY LEAVE**

Paternity leave and pay may be available to an Employee who is the partner of either: a woman who has given birth; or someone who is adopting a child. Employees can

choose to take either one week or two consecutive weeks' leave. This can be taken during a 56 day period beginning with the date of which the child is born. Employees may also be entitled to take Shared Parental Leave in addition to, or instead of, Paternity Leave. For more details, please see the Shared Paternal Leave policy and Paternity Leave policies copies of which can be obtained from the Administration Office.

#### **11f. RECRUITMENT POLICY**

The Galleon Centre's Recruitment Policy will not discriminate on the grounds of sex, race or religion, etc. All applications will be acknowledged, treated as confidential and restricted to those involved in the recruitment process. Properly validated techniques such as application form, review, selection tests and practical tasks as appropriate will be used. Further information is available from administration department under Recruitment Code of Practice and Application for Employment.

#### **11g. STATUTORY MATERNITY PAY (S.M.P)**

The Kilmarnock Leisure Centre Trust recognise its responsibilities to parents, their families and to expectant employees. The Office Manager or other administration employees will explain if requested your entitlement to time off for ante-natal visits, maternity pay and leave which are conditional on length of service in conjunction with SMP legislation. Employees may also be entitled to take Shared Paternal Leave in addition to Maternity Leave. For more details, please see the Shared Parental Leave policy and Maternity Leave policies of which can be obtained from the Administration Office.

#### **11h ADOPTION LEAVE**

The Galleon Centre operates an adoption leave policy, a copy of which can be obtained from the Administration office.

#### **11i SHARED PARENTAL LEAVE**

SPL is leave available to working parents in the year following a child's birth. It applies to parents of children due to be born on or after 5<sup>th</sup> April 2015.

The total amount of SPL available is 52 weeks less the weeks spent by the child's mother maternity leave (or weeks when the mother has been in receipt of statutory maternity pay maternity allowance if she is not entitled to maternity leave).

For more details, please see the Shared Parental Leave policy, a copy of which can be obtained from the Administration Office.

#### **11j. FLEXIBLE WORKING**

In order to make a request for the statutory right to request flexible working an employee must:

- Have worked for the Company continuously for a minimum of 26 weeks at the date the application is made; and

- Not have made another application to work flexibly under the right during the past 12 months.

Eligible Employees are entitled to request:

- A change to the hours they work;
- A change to the times when they are required to work; and/or
- To work from a different location (e.g. from home)

For further details please see the Flexible Working policy a copy of which may be from the Administration Office.

#### **11k PARENTAL LEAVE**

Unpaid parental leave of up to 18 weeks is granted to Employees for the purpose of caring for a child. For further details please see the Parental Leave policy a copy of which may be obtained from the Administration Office.

#### **11l. DISABLED WORKERS**

To ensure that individuals who have a disability are afforded equal opportunities to enter employment and progress within the company.

#### **11m. RELATIONSHIPS AT WORK**

To provide guidance in areas where personal relationships overlap with working relationships and to ensure individual members of staff do not commit acts of bias, abuse of authority, impropriety or conflict of interest and do not lay themselves open to allegations that they have done so.

#### **11n. ALCOHOL, DRUG & SOLVENT ABUSE**

To detect where possible at an early stage employees with alcohol, drug and solvent abuse, to prevent and assist where possible any employee with such problems.

#### **11o. UNEMPLOYED/SPECIAL NEEDS CUSTOMERS**

To ensure all sectors of society are able to take advantage of the service on offer and that various concessionary rates have been implemented.

#### **11p. RECRUITMENT OF EX-OFFENDERS**

To comply fully with the Code of Practice, issued by Scottish Ministers, in connection with the use of information provided to registered persons and other recipients of information by Disclosure Scotland under Part 5 of the Police Act 1997, for the purpose of assessing applicants suitability for positions of trust

## EMPLOYMENT POLICIES AND PROCEDURES

### 12. THE EQUALITY ACT

The Kilmarnock Leisure Centre Trust is an equal opportunity employer and complies with the Equality Act 2010 and ensures consistency in what you need to do to make our workplace a fair environment and to comply with the law.

The Protected Characteristics or Key Points are:

Age	Religion or Belief	Marriage and Civil Partnership
Gender Reassignment	Sexual Orientation	Race
Pregnancy and Maternity	Disability	Sex

- (ii) Be considered for jobs and promotion solely on the basis of your abilities, experience, skill and knowledge.
- (iii) Be trained and have equal opportunities to improve your skills, knowledge and experience.

### 13. AVOIDANCE OF DISPUTES PROCEDURE

It is in the mutual interest of Management and staff to observe a procedure for the avoidance of disputes by which all issues arising between them can be considered and settled.

No strike, lock out, or other restrictions on services shall take place until this procedure has been exhausted. **If a group of employees wish to raise a grievance** with which they are concerned they should nominate a spokesperson to act on their behalf.

#### PROCEDURE

- Stage 1. The spokesperson should raise the issue immediately with the Deputy General Manager with a view to the **matter being settled within 24 hours of being raised.**
- Stage 2. If no settlement is achieved the spokesperson along with a full time official from the recognised Trade Union, if appropriate, **may raise the matter with the General Manager within 3 working days. The General Manager will have 3 working days in which to give his answer.**
- Stage 3. If the issue is not satisfactorily settled the spokesperson may give notice in writing within **3 working days to the Chairman of the Trust** that he wishes the matter to be referred to the Trustees. The spokesperson must submit a written statement of the issue, copies of which will be sent to the Trustees. A meeting will be convened at which the spokesperson and/or the full time official will be present. Having heard both sides, the Trustees will retire and thereafter give a decision which will be communicated in writing to all interested.

Stage 4. Failing settlement at Stage 3 the issue **may be referred to the Advisory, Conciliation and Arbitration Service (ACAS)** if both parties agree for conciliation.

The time limits referred to in this procedure are for guidance and may be extended by mutual agreement.

## **14 CODE OF DISCIPLINE**

### **1. AIMS**

1.1 The purpose of the Code is to provide:-

- a sound basis for the maintenance of discipline throughout the Trust;
- a clear understanding between management and employees of the need for discipline in response to instances of misconduct; and
- a mutually acceptable and well-publicised procedure promoting fairness and consistency in the treatment of individuals in dealing with breaches of discipline.

### **2. RESPONSIBILITIES**

- 2.1 The formulation and calculation of disciplinary rules including the classification offences has been undertaken as a management responsibility.
- 2.2 The Board of Trustees has delegated responsibility to the General Manager for ensuring the maintenance of disciplinary standards in their department and that the rules and accepted standards of behaviour and performance are known to all employees.
- 2.3 Employees, for their part are expected to familiarise themselves with these rules and standards, and to abide by them.

### **3. PRINCIPLES**

- 3.1 Discipline need not be punitive. It is also intended to teach and to correct, to bring employees' shortcomings to their attention and provide an opportunity to improve. Before taking any action employees should be made aware of the cause for complaint and given the opportunity to state their case.
- 3.2 The rights of appeal and representation at all stages of the procedures are guaranteed.
- 3.3 An important aim of this Code is to encourage employees whose conduct or standard of work performance is unsatisfactory, to improve to acceptable levels.
- 3.4 The procedure is designed to work as quickly as possible, consistent with thorough



investigation of the facts at each stage.

- 3.5 If, after investigation, including discussion with the employee, a matter is to progress to a disciplinary hearing the employee will be informed of complaint(s) against them in writing, unless otherwise agreed and be given reasonable time to prepare their case within normal working hours - due allowance to be made for shift/part time workers, etc. prior to a formal disciplinary hearing. Employees will be given the opportunity to state their case before disciplinary action is considered.
- 3.6 Employees suspended pending investigation or formal hearing ie; precautionary suspension will be entitled to full pay and maintenance of conditions.
- 3.7 Employees will have the right, at any stage of the procedure, to be represented by a Trade Union representative or any other colleague employed by the Galleon Centre. It will be the responsibility of the employees to ensure that their representative is present at any stage of the procedure. The Trust will facilitate the release of any representative chosen who is an employee. This will include adequate time off with pay to represent the employee.
- 3.8 Employees will have the right of appeal against disciplinary action.
- 3.9 Disciplinary action will be confirmed in writing to the employee, the reason for it, the employee's right of appeal and how to lodge an appeal.
- 3.10 The employee's trade union or other representative will be informed and given a copy of the notification of any disciplinary action, if the employee so wishes.
- 3.11 Employees will on receipt of written notification/confirmation of disciplinary action acknowledge receipt by signing and returning a copy to the Issuing Manager for record purposes. A copy will be made available to the employees Trade Union if the employee so wishes.
- 3.12 The level of management authorised to impose each form of disciplinary action will be clearly known to management and employees.
- 3.13 The level of management authorised to consider appeals against disciplinary action will be clearly known to management and employees.

## **4 DISMISSAL AND NOTICE**

### **4.1 Summary Dismissal**

Normally employees will not be dismissed for a first offence but certain cases of gross misconduct may lead to summary dismissal without any prior warning.

Types of offences which constitute Gross Misconduct are outlined in paragraph 6

of this Code. If employment is terminated in these circumstances the employee has no entitlement to notice of payment in lieu under the Employment Protection (Consolidation) Act 1978. The Trust reserves its right to impose summary dismissal.

#### **4.2 Dismissal with Notice**

Examples of Unsatisfactory Conduct are detailed in paragraph 7 of the Code. If employment is terminated in these circumstances the employee has entitlement to notice under the Employee Protection (Consolidation) Act 1978.

### **5. LISTING OFFENCES**

5.1 Whilst it is not possible to list all offences or to specify the nature of the disciplinary action in each case, every offence will be carefully considered and disciplinary action taken according to the gravity of the offence, the employee's record and any mitigating circumstances.

### **6. GROSS MISCONDUCT**

6.1 Gross Misconduct is generally seen as misconduct serious enough to make any further working relationship and trust between employer and employees intolerable. The decision as to whether the employee's conduct can be construed as Gross Misconduct will be dependant on full consideration of all the facts and circumstances. If it is found that an offence comes under the heading of one of these examples, the extent and degree of the offence must be considered before the severity of disciplinary action is determined.

The following are examples of Gross Misconduct:-

- (a) Serious offence against the interest of the Trust, including wilful injury to others and wilful damage to Trust property;
- (b) Incapacity during working hours due to the effect of intoxicating liquor or drugs;
- (c) Knowing full submission of fraudulent claims relating to earnings or expenses;
- (d) Misuse or abuse of documents, clock cards, flexi time systems or other payment records;
- (e) Falsification of official documents;
- (f) Neglect of duty resulting in serious consequences
- (g) Failure to obey critical safety rules; eg: smoking in an area prohibited for safety reasons;
- (h) Fighting in the workplace;

- (i) Theft from employer or fellow workers;
- (j) Theft from the public while at work;
- (k) False particulars given to secure employment with the Trust (which could have affected the decision);
- (l) Criminal convictions having a material bearing on employment;
- (m) Persistent refusal to comply with a reasonable instruction or order;
  
- (n) Abusive behaviour toward colleagues and/or the public or customers, including matters of a racial or sexual nature;
- (o) Unauthorised use of Trust vehicles and equipment;
- (p) Exceptionally serious offences of the types listed under paragraph 7, "Unsatisfactory Conduct".

This list is not exhaustive

## **7. UNSATISFACTORY CONDUCT ("Other than Gross Misconduct")**

- 7.1 Instances of failure to observe and maintain discipline which are less serious than offences constituting Gross Misconduct as described in paragraph 6 are termed Unsatisfactory Conduct and may lead to warning. Dependant upon the employee's disciplinary record, action up to and including dismissal may be taken. Offences under this heading include:-
- (a) Bad time-keeping, latecoming;
  - (b) Unacceptable levels of attendance;
  - (c) Unauthorised absence;
  - (d) Unacceptable standard of work performance;
  - (e) Negligence;
  - (f) Refusal to carry out a reasonable instruction or order;

This list is not exhaustive

## **8. TRADE UNION REPRESENTATIVES**

Normal disciplinary standards will apply to trade union representatives' conduct as employees of the Trust but no disciplinary action should be taken until the circumstances of the case have been discussed with a full time official, unless local arrangements have been agreed.

## **DISCIPLINARY PROCEDURES**

### **1. AIMS**

- 1.1 The aim of the disciplinary procedure is to ensure fair and equal treatment of all employees in a disciplinary situation.

### **2. GENERAL**

- 2.1 The General Manager will be responsible for the conduct and discipline within the Trust and will have the right to dismiss, suspend with loss of pay, withhold sickness allowance, or demote employees, subject to the right of appeal by the employee.
- 2.2 These procedures will apply to all employees of the Trust. The procedures to be adopted in the event of discipline or disciplinary matters in respect of the General Manager differ only in so far as their responsibilities are to the Trust and its Board of Trustees.
- 2.3 The formulation of the procedures setting out the course of action to be followed in the consideration of disciplinary cases has been jointly agreed with the appropriate trade union(s).

### **3. RESPONSIBILITY OF MANAGEMENT**

- 3.1 In accordance with the Code of Discipline, the Trust has delegated to the General Manager, responsibility for ensuring the maintenance of disciplinary standards. It is recognised, however, that it is appropriate for the General Manager to delegate appropriate authority to nominated officers under their control.
- 3.2 The General Manager will identify the appropriate nominated officer, the limit of their authority with regard to levels of disciplinary action and the appropriate Manager who will consider appeals. The General Manager will provide this information to trade unions and to all employees under their control.
- 3.3 The General Manager will ensure that appropriate records of investigation, disciplinary hearings and appeals are maintained and held by the Manager responsible for administrative/personnel matters.

#### 4. PRECAUTIONARY SUSPENSION

- 4.1 The General Manager/Deputy General Manager/Operations Manager shall have the necessary delegated power to apply precautionary suspension to an employee who is considered to be creating a situation whereby he or she is either a danger to either himself/herself or other employees or the alleged conduct has a significant bearing on the employee's duties. This shall entail the employee being sent from the workplace on pay and reporting to the General Manager (or nominated Manager) when required but **in any event not later than the next working day.** At this time an investigatory hearing and/or disciplinary hearing may be convened by the General Manager (or nominated Manager).

The employee should be advised of the hearing arrangements, given reasonable time to prepare his/her case and be given copies of any relevant reports, documentation etc.

- 4.2 Circumstances may arise in which an employee is "precautionarily suspended" by the General Manager (or appropriate nominated Manager) either:-

to facilitate investigation into charges of misconduct or irregularity; or  
as a necessary precaution in the Trust's interest in circumstances which involve, or may involve, criminal proceedings against the employee.

Precautionary suspension is not a punitive measure and will be with pay.

- 4.3 In circumstances, where the precautionary suspension is likely to extend over a period of time management shall inform the suspended employee on a regular basis of the reasons for the continued suspension. **Such information should be given at least every 2 weeks.** The suspended employee should be given some indication when the investigation is anticipated to be completed.
- 4.4 Alternatively, to facilitate an investigation, where appropriate, an employee may be temporarily transferred to other duties. There will be no loss of pay in these circumstances.

#### 5. THE DISCIPLINARY PROCEDURE IN OPERATION

When a disciplinary matter arises and it is considered that action beyond an informal counselling may be called for, the following procedure shall apply:

##### 5.1 Complaint and Investigatory Stage

The General Manager or nominated Manager should establish the facts of the matter promptly before memory fades including interviewing, recording and taking into account the statements of any witnesses. Where the allegations involve possible misappropriation, fraud or embezzlement, there may be a requirement to

notify East Ayrshire Council's internal audit section who may involve the Police, if appropriate.

- (a) Consideration may be given to a period of precautionary suspension of an employee where this is considered appropriate in order to conduct the investigation.
- (b) Having considered the initial investigation and ascertained the nature of the complaint, the General Manager or nominated Manager will interview the employee concerned and advise of the allegation and complaints made against him/her. The employee shall be advised of his/her rights under the Disciplinary Procedure, including the right to be represented by a Trade Union representative or a fellow member of staff.

### **Administrative Note**

The General Manager or nominated Manager must ensure that having concluded from his initial deliberations, there is a need to proceed to the formal procedure including an investigatory hearing that the employee is afforded the right to be represented at all stages of the procedure.

- (c) A note of this meeting will be taken for record purposes. If more time is needed to consider the matter further the interview may be adjourned and resumed later.
- (d) If the General Manager or nominated Manager considers that there is no complaint under the Code of Discipline, the member of staff shall be informed and the matter concluded. Alternatively, if it is considered that there is a complaint to be answered, the matter shall then be referred to the appropriate nominated officer who will advise the employee of the time, date and place of the formal disciplinary hearing. The employee should be given reasonable time to prepare his/her case and be given written notification of the disciplinary hearing arrangements, the allegations being made against him/her and copies of any relevant reports, documentation etc.
- (e) Where there is no dispute of the facts or where no investigation is required because the facts are already available then it is possible to proceed to the disciplinary hearing stage without a requirement to conduct a prior investigatory hearing.

### **5.2 Counselling**

After establishing the facts, the General Manager or nominated Manager may consider there is no need to take disciplinary action and that it is sufficient to talk the matter over with the employee. Such discussions must be held in confidence and out of the hearing of other employees. Management and staff should be clear about the difference between counselling of this kind and a verbal warning issued as part of the formal procedure, and the employee should be left in no doubt as to which sort of action has been taken. Counselling should not be documented in the

employee's personal record although the General Manager or nominated Manager will keep a diary note for reference purposes.

### **5.3 Disciplinary Hearing Stage**

5.3.1 The appropriate nominated Manager shall convene and chair the disciplinary hearing at which the allegations can be examined. The Manager should be accompanied by an appropriate colleague who will act as a witness to the proceedings, taking notes as appropriate. If appropriate, the Manager with designated responsibility for Admin/Personnel matters may play that role or also be in attendance. A record of the meeting shall be made. The procedure to be adopted shall be as follows:-

- (a) the General Manager or nominated Manager making the allegations will be present and will state the case giving rise to the allegations supporting this with witnesses if possible.
- (b) the employee and his/her representative will respond to the allegations and call witnesses as appropriate.
- (c) both parties will have the opportunity to question each others' case and the Chairperson will have the opportunity to ask questions of either party.
- (d) the Chairperson should come to a clear view of the facts, bearing in mind all the available information before any decision is taken about disciplinary action.
- (e) if more time is needed to consider the matter or further investigations are necessary, the hearing should be adjourned and resumed as soon as is practically possible.

### **5.4 Consideration**

After establishing the facts and before deciding whether disciplinary action is appropriate and the form any such action should take, consideration shall be given to the following:-

- (a) the employee's disciplinary record.
- (b) the employee's awareness of the standard of behaviour and performance and conduct.
- (c) any mitigating circumstances, eg; health or domestic problems.
- (d) the employee's position, length of service, general performance and conduct.
- (e) the disciplinary action taken in similar cases in the past.

- (f) whether the proposed action is reasonable and in accordance with the Code of Discipline, giving account to all the circumstances.

## 5.5 Disciplinary Action

Where it is decided that disciplinary action is appropriate, the following levels of such action and procedures should be considered with the level of action being dependant on the severity of the offence.

### (a) Verbal Warning

In the case of a minor offence warranting admonition, the appropriate manager shall give a verbal warning to the employee, which shall be confirmed in writing.

### (b) Formal Written Warning

In the case of further minor offences or a more serious instance of Unsatisfactory Conduct, the appropriate nominated Manager shall give a formal written warning to the employee.

### (c) Final Warning

In the case of further minor offences or a serious instance of unsatisfactory conduct, the appropriate nominated Manager shall give a final warning to the employee. At the same time, the full-time official of the employee's trade union shall be given a copy, where appropriate. **A final warning may be extended beyond 12 months** should a further minor breach of discipline occur for similar or other offences.

### (d) Punitive Action Short of Dismissal

In addition to issuing warnings the appropriate nominated Manager may consider punitive disciplinary action short of dismissal including disciplinary transfer, suspension without pay or demotion.

Special consideration should be given before imposing punitive disciplinary action involving loss of pay and should be reasonable in relation to the offence and the circumstances surrounding it.

### (e) Dismissal

In the event of further repeated minor offences of Unsatisfactory Conduct the final step will be dismissal summarily. Management should only move to dismiss when satisfied that all other avenues have been explored.



## 5.6 Written Confirmation of Disciplinary Action

- 5.6.1 All disciplinary action taken will be confirmed in writing to the employees who will confirm receipt of the letter by returning a copy of the correspondence.
- 5.6.2 The written confirmation of disciplinary action will:-
- (a) detail the nature of the misconduct giving rise to the action.
  - (b) state, if appropriate, the period of time given for improvement and the standard of performance and conduct which is expected.
  - (c) confirm the level of disciplinary action taken and how long this action will be held on record.
  - (d) confirm the likely consequences of further misconduct.
  - (e) inform of the right to appeal and how it should be made and to whom.
  - (f) inform that if intending to appeal a statement giving the grounds of appeal will require to be submitted to the manager (committee of Board of Trustees in instances of dismissal or action taken by the General Manager) identified to consider the appeal, within two weeks of receiving the written confirmation.
  - (g) confirm that a copy of the written confirmation has been sent to the employee's representative, if appropriate.

## 5.7 Time Limit of Disciplinary Action

Disciplinary action will remain on the employee's record and will be considered should there be further disciplinary action necessary during its period on record. Warnings will have a specific time limit. On completion of a period of satisfactory conduct any record or warning will be expunged from the employee's record and he/she will be considered to have made a fresh start. The appropriate period will be as follows:-

<b>Verbal Warning</b>	<b>6 months</b>
<b>Written Warning</b>	<b>6 months</b>
<b>Final Warning *</b>	<b>12 months</b>
<b>Punitive Action Short of Dismissal</b>	<b>12 months</b>

- \* A Final Warning **may be extended beyond 12 months** should a further minor breach of discipline occur.

## 5.8 Appeals

### 5.8.1 Appeal Against All Disciplinary Action Short of Dismissal

Appeals against all disciplinary action short of dismissal may be **made to the General Manager within 14 days of receipt of written confirmation**

of the disciplinary action. **The General Manager** (or appropriate nominated Manager) will **arrange an appeal hearing normally within a further 14 days**. The procedure for the appeal hearing will be as per the appeal procedure where the disciplinary action short of dismissal is issued by the General Manager the appeal will be considered by a Sub-Committee of the Board of Trustees and arranged in accordance with the above timescales.

### **5.8.2 Appeals against Dismissal**

Where an employee has been dismissed, the employee shall be notified in writing of the reason for such action, and if the employee considers the dismissal is unfair, **an appeal to a Sub-Committee of the Board of Trustees may be lodged in writing with the General Manager either individually or through a trade union within 14 days of receiving written notification of the disciplinary action.**

**Appeals shall be heard promptly, by the Sub-Committee of the Board of Trustees, normally not later than one month after lodgement** unless there are exceptional circumstances. The appellant (and a trade union representative or other person of their choice) shall have the right to be heard. Details of the procedures adopted by the Sub-Committee will be supplied to appellants.

## **5.9 Disciplinary Procedure For The General Manager**

- 5.9.1 If the Trust has cause for complaint against the General Manager, it is recommended that the matter be investigated by a Sub-Committee of the Board of Trustees set up specifically for this purpose. The General Manager shall have a right of appeal against the findings of this Committee.
- 5.9.2 Any appeal should be heard by the Board of Trustees excluding those members who sat on the disciplinary Sub-Committee.

## **15 GRIEVANCE PROCEDURES**

### **1. GENERAL PRINCIPLES**

- 1.1 The procedure has been specifically designed to be used by employees, either on an individual basis or as a group of employees with a common grievance. Trade Unions and Management must ensure that issues relating to employment within the Trust are dealt with and settled fairly, speedily and as near to the point of origin as possible.
- 1.2 The Trust recognise the right of individual employees to use the procedure to settle individual grievances. Individual employees can use the procedure with or without Trade Union representation. They can be represented in the process by a Trade Union representative or other member of staff.
- 1.3 Where groups of employees, acting collectively, raise a grievance or pursue a claim relating to their Conditions of Employment within the Trust, they must do so through a recognised Trade Union, as the Trade Union is the recognised vehicle for discussion and negotiation.
- 1.4 If Management wish to alter Conditions of Employment or work practices, they will use the procedure to ensure proper consultation and negotiation takes place with employees.
- 1.5 Wherever possible issues should be first raised using Stage 1 of the procedure. It is recognised however that depending on the nature of the issues all stages in the procedure need not be used. Failure to reply within the timescale on an issue can lead to the next stage of the procedure being invoked or where appropriate both parties may agree to declare the matter closed.
- 1.6 The timescales in the procedure shall be adhered to except when there is mutual agreement by both parties to alter the timescales eg; where Trade Union(s) need time to consult their members.

### **2. EXCEPTIONS**

Excluded from the "Grievance Procedures" are the following matters of discipline, which are covered separately under the Code of Discipline and Disciplinary Procedures; matters of policy administration such as the method/frequency of the payments of salaries and wages, the operation of the Sick Pay or Superannuation Schemes.

### 3. STATUS QUO

In the event of an issue being pursued by an employee, a group of employees or Management through the procedures the following will apply:-

- (a) Where Management wishes to implement a decision which would mean departing from an existing agreement or established practice and the employee(s) concerned object(s) to that decision Management shall be obliged to reach or exhaust the appropriate procedure below before implementing the decision. **This gives the employee(s) the right to maintain the status quo.**
- (b) Where Management takes a decision which is within the framework of an existing agreement or an established practice there shall be no obligations upon Management to postpone the implementation of the decision until agreement has been reached or the appropriate procedure below has been exhausted. **This gives Management the right to maintain the status quo.**
- (c) Both parties accept the Status Quo clause imposes obligations on both Management and Trade Unions to take no precipitative action while the issue is still under consideration and the procedure has not been exhausted.
- (d) In exceptional circumstances, the status quo may be set aside with the agreement of both parties or where its continuation would result in breach of statutory or other mandatory regulations.

### 4. GRIEVANCE PROCEDURE

#### 4.1 Introduction

The following applies to both individual and collective grievances. Individual employees are entitled to be accompanied by a Trade Union representative or colleague at all stages of the procedure if they so wish. Collective issues must be pursued by the recognised Trade Union in accordance with the Trust's recognition of the Trade Unions as the appropriate bodies for consultation and negotiation purposes.

#### 4.2 Stage 1

Any employee feeling aggrieved on any matter relating to their employment with the Trust should immediately raise the issue with the designated Manager.

The Manager shall discuss the nature of the grievance with the employees concerned. If unable to accept the legitimacy of the grievance or a remedy cannot be provided the Manager will reply to the aggrieved employee, **within two working days** and advise the employee of the next stage in the procedure.

### 4.3 Stage 2

If the employee is dissatisfied with the reply and wishes to pursue the grievance further, the employee as appropriate should report the matter to the local representative of the Trade Union of which the employee is a member. The employee or, if appropriate, the employee's Trade Union representative shall, **within 14 days** of receipt of the reply, raise in writing the issue with the General Manager. The General Manager shall convene a meeting to hear the grievance in the presence of the employee and if appropriate the Trade Union representative. The meeting shall be held **within 10 working days** of notification to the General Manager.

After having fully investigated the circumstances surrounding the issue, the General Manager shall reply in writing to the employee and if appropriate the Trade Union representative as soon as possible after the meeting and in any case **within 5 working days** giving the reason for the decision and advising the employee of the next stage of the procedure.

### 4.4 Stage 3

If the employee remains dissatisfied with the reply, the employee or the employee's Trade Union representative shall intimate in writing **within 14 days of receipt of the reply** to the General Manager their continuing dissatisfaction.

The General Manager shall arrange for the issue to be considered by an appropriate Sub-Committee of the Board of Trustees which shall meet the General Manager, the employee and where appropriate the Trade Union representative to consider the matter. This meeting will normally be held **within 5 working days of the decision being made**. If practicable the decision or recommendation shall be intimated verbally to both parties at the conclusion of the meeting.

## 5. GENERAL MANAGER

Where the General Manager raises any grievance or claim relating to their Conditions of Employment, they will do so, either individually or through their Trade Union, to an appropriate Sub-Committee of the Board of Trustees who will consider the matter in accordance with paragraph 4.4 above.

## **16 APPEALS PROCEDURES**

### **1. INTRODUCTION**

- 1.1 The following Appeals procedure shall be adopted in all disciplinary appeals whether the appeal is being considered by the Trust Management or by a Sub-Committee of the Board of Trustees. The appropriate level of appeal is defined in paragraph 5.8 of the disciplinary procedure.
- 1.2 The term Appeals Committee, as used in the procedure, shall encompass any Manager considering an appeal or the Sub-Committee of the Board of Trustees, whichever is applicable.
- 1.3 At any appeal the appellant can be represented by their trade union representative or other person of their choice.
- 1.4 Where the basis of the appeal is a dispute about matters of fact and there are other persons who have personal knowledge of these matters of fact, it shall be open to either the appellant or Management to ensure that these persons be in attendance to be called as witnesses. It is the responsibility of appellants to approach witnesses on their behalf, to ensure that witnesses are in attendance at the hearing and are willing to give evidence. For Trust employees, paid time off to attend will be granted if Management are given prior notice. Similarly it is the responsibility of Management to ensure any witnesses for the Trust's case are in attendance. Both the appellant and Management shall give the Appeals Committee prior notice of witnesses and shall exchange their list of witnesses.

### **2. APPEALS HEARING PROCEDURE**

The appellant and/or the appellant's representative shall put the appellant's case in the presence of the management representative.

The management representative shall have the opportunity to ask questions of the appellant and/or the appellant's representative and of any witnesses called by the appellant.

- (c) The management representative shall put the case in the presence of the appellant and the appellants representative.
- (d) The appellant and/or the appellant's representative shall have the opportunity to ask questions of management and any witness called by the management.
- (e) The Appeals Committee/Appeals Officer shall have the opportunity to ask questions of either party and of any witnesses.

- (f) **Witnesses introduced by either party will be questioned by the other party's representative and by the Appeals Committee/Appeals Officer and will then retire. If necessary, the Appeals Committee/Appeals Officer can recall a witness to clarify any point in question.**
- (g) The management representative followed by the appellant and/or the appellant's representative shall have the opportunity if they so wish to sum up their case, introducing no new material
- (h) The management representative(s), the appellant and the appellant's representative shall then withdraw.
- (i) The Appeal Committee/Appeals Officer, together with the officer(s) appointed to assist the Committee/Officer, shall deliberate in private, only recalling the management representative, the appellant and the appellant's representative to clarify points of uncertainty on evidence already given. If recall is necessary, both parties are to return, notwithstanding only one is concerned with the point giving rise to doubt.

### **3. DECISION**

- 3.1 If practicable, the Appeals Committee/Appeals Officer shall announce the decision to both parties at the conclusion of the meeting. In any event, the decision shall be confirmed in writing to the appellant where practicable within two working days.

### **4. CONFIRMATION OF DECISION**

- 4.1 The form of the decision of the Appeals Committee/Appeals Officer to be announced shall be one of the following as appropriate.
  - (a) "that the grounds of the appeal have been substantiated and the appeal is upheld",
  - (b) "that the grounds of the appeal have been substantiated in part and the appeal is upheld to the extent that ..."
  - (c) "that the grounds of the appeal have not been substantiated and the appeal is not upheld"
- 4.2 Nothing in the foregoing shall infringe on the employees rights under current employment legislation.

## **17. HEALTH AND SAFETY**

The Trust is very concerned about your health and safety and has, therefore, set out rules and regulations which must be observed.

Remember, you have a legal responsibility to take reasonable care for the health and safety of yourself and your fellow workers and must co-operate with management to enable the effective fulfilment of practices or procedures designed to maintain health, safety and welfare at work

All accidents or injuries, however minor they may seem at the time, must be reported to the Duty Manager who will record the incident in the accident book. The Trust's safety policy is outlined in more detail in the Health and Safety Manual which is available for inspection in the Administration Office and will be issued to you.

## **18. HEALTH SCREENING**

The Kilmarnock Leisure Centre Trust undertake to provide an appropriate Breast and Cervical Health Screening Programme (HSP) for female employees (full time and part-time) at the Galleon Centre.

In providing a HSP for designated employees, the Kilmarnock Leisure Centre Trustees undertake to:

- (i) Allow female employees paid time off during working hours to attend the HSP subject to this facility being available from the Ayrshire and Arran Health Board.
- (ii) Provide opportunities for female staff to attend the HSP every three years.
- (iii) Provide the HSP at no cost to participating employees.
- (iv) Well Man Clinic

## **19. LEAVE OF ABSENCE**

An employee requiring leave of absence for a bereavement involving a member of the immediate family will normally be allowed up to two working days off with pay. Permission for leave of absence must be obtained from Management. This will require the employee to:

- (i) Complete a leave of absence form (this is available from Administration), and
- (ii) Return the completed form to the Duty Manager for signature. Failure to follow these instructions may result in Management treating the absence as unauthorised.



## **20. MATERNITY**

As soon as you know you are pregnant, you should see Administration who will be able to advise you of your rights. You may be entitled to time off for ante-natal visits and be entitled to maternity pay and leave which are conditional on varying lengths of service. The Administration Officer will explain this to you and advise you of the Trust's procedures adhering to current legislation.

## **21. RIGHT TO SEARCH**

The Trust reserves the right at all times to search any employee's person, possessions or locker whilst on Centre premises. In addition any vehicle in an employee's charge may be searched. In such circumstances the employee may be accompanied by a witness, either a work Colleague or shop steward, of their own choice.

Any person refusing to submit to search or found to be in unlawful or unauthorised possession of any Trust, customer or other employees' property, may be dismissed.

## **22. TRADE UNION MEMBERSHIP**

The Trust recognises the General, Municipal Boilermakers as the sole negotiating body to represent employees. Membership of a Trade Union is not a condition of employment. It is the free choice of every employee to join or not join a Trade Union.

The Trustees support free collective bargaining and encourage employees to be members of the recognised Trade Union.

## **23. STAFF USE OF SPORTS & BAR FACILITIES**

The sports facilities in the Galleon Centre are available for use by employees although there are a number of restrictions as outlined below:

- (i) Staff using facilities at off peak times may do so without payment. Facilities may not be booked in advance and staff are not permitted to use them when on duty. (Exception to this is where permission has been granted under the Scotland's Health at Work Scheme).
- (ii) Full payment must be made if an employee is playing or participating with a member of public and could be held responsible if they are accompanying and allow the member of the public in through the staff entry gate.
- (iii) Any facilities which are booked in advance must be paid for.
- (iv) Payment must be made for hire equipment.
- (v) Staff on duty are allowed discounted meals. Full payment must be made if an employee is off duty.

## **24. STAFF ROOM**

A staff room with domestic facilities and lockers is provided for all employees. It is each individual's responsibility to ensure that this facility is kept clean and tidy.

## **24. WORKWEAR**

### **INTRODUCTION**

The Kilmarnock Leisure Centre Trust undertakes to provide an appropriate workwear agreement for staff working at the Galleon Centre to:

- (i) Help ensure the Health and Safety and well-being of employees.
- (ii) Promote the image and profile of the Galleon Centre to users of the facility.

### **AGREEMENT**

The Kilmarnock Leisure Centre Trust agrees:

- (i) To provide all full time employees with a suitable uniform and/or protective clothing including footwear and equipment (hereafter referred to as uniform) to ensure their safety and well-being at work and to promote a professional and quality image for the Centre.
- (ii) To provide where appropriate or necessary all part time and casual employees with a suitable uniform.
- (iii) To review annually the standards and quality of uniforms worn by the employees in the Galleon Centre.
- (iv) To replace items which are no longer suitable for use in the Galleon Centre, where the employee has made every effort to ensure the safe keeping of that uniform.

## **26 EMPLOYEE'S RESPONSIBILITIES**

To all employees of the Kilmarnock Leisure Trust will:

- (i) Be responsible for the safe keeping and maintenance of the uniform issued to them, reporting any defects to the Assistant Manager.
- (ii) Wear the uniform issued to them only during working hours.
- (iii) Not wear the uniform outwith their working hours.
- (iv) In the event of not complying with the conditions outlined herein be responsible for the cost of replacement and/or repair of their uniform. (Repair must be to the standard required by management).
- (v) Staff receiving a uniform must sign the appropriate register as acknowledgement of receipt.
- (vi) Uniforms must be returned to the Duty Manager on the last day of duty. Any part of the uniform not returned will be paid for by that employee

## **CONCLUSION**

The Galleon Leisure Centre Trust in providing this agreement have shown a commitment to its employees and to their negotiating body, the General Municipal Boilermakers and Allied Trades Union. It has been provided in the best interest of all staff employed at the Galleon Centre and to promote a higher image towards its Customers.

It should therefore be noted that Disciplinary Action may be taken against any employee failing to comply with the conditions outlined in this agreement.

### **27. USE OF INFORMATION**

As an employee you may acquire information which is of a confidential nature e.g.. information which has not yet been made public, or information in relation to staff, finance, etc. Confidential information must not be revealed to anyone outside the Trust's membership or to staff, except where approval is given by the Trust.

Internal use of such information must be restricted to those employees whose duties directly require the information to be made available. Any breach of these rules will be regarded as a grave betrayal of trust and may result in dismissal.

### **28. GIFTS AND HOSPITALITY**

No employee may accept an offer of gifts, favour or hospitality from any persons or organisation doing or seeking to do business with the Trust. Excluded are working lunches and other social occasions arranged or authorised by the Trust. Breach of this rule may result in dismissal.

### **29. OTHER EMPLOYMENT**

No employee shall undertake work outwith the employment of the Trust for payment in cash or kind, without first obtaining permission in writing from the Trust.

Where it is the intention to undertake work outwith the employment of the Trust, on an unpaid or grace and favour basis, which may be construed as prejudicial to an employee's position for employment with the Trust, an employee must first refer to his/her Manager for direction. Where the Manager considers it necessary in terms of the purpose of this provision, the matter shall be reported to the Trust for decision.