

Lancashire County Council

Urgency Committee of the Full Council

Tuesday, 17th January, 2012 at 10.00 am in Cabinet Room 'B' - County Hall,
Preston

Agenda

Part 1 (Open to Press and Public)

No.	Item
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1.	Apologies
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2.	Disclosure of Personal and Prejudicial Interests
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Members are asked to consider any Personal/Prejudicial Interests they may have to disclose to the meeting in relation to matters under consideration on the Agenda.

3.	Minutes of Previous Meeting	(Pages 1 - 2)
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The Committee is asked to confirm the Minutes of the meeting held on 3 March 2011 as a true and correct record.

4.	Appointment of Chair and Deputy Chair, Membership and Terms of Reference	(Pages 3 - 4)
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5.	Adult Learning Service	(Pages 5 - 78)
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6.	Management of Unreasonable Complaints	(Pages 79 - 90)
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7.	Appointment to the Independent Remuneration Panel	(Pages 91 - 92)
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8.	Urgent Business
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An item of urgent business may only be considered under this heading where, by reason of special circumstances to be recorded in the Minutes, the Chair of the meeting is of the opinion that the item should be considered at the meeting as a matter of urgency. Wherever possible, the Chief Executive should be given advance warning of any Member's intention to raise a matter under this heading.

County Hall
Preston

I M Fisher
County Secretary and Solicitor

Agenda Item 3

Lancashire County Council

Urgency Committee of the Full Council

Minutes of the Meeting held on Thursday, 3rd March, 2011 at 3.30 pm in Cabinet Room 'B' - County Hall, Preston

Present:

County Councillor Geoff Driver (Chair)

County Councillors

A Atkinson	J Mein
M Devaney	D O'Toole
C Grunshaw	J Shedwick
P Malpas	B Winlow

1. Appointment of Chair and Deputy, Membership and Terms of Reference

A report was presented on the approved Membership and Terms of the Committee following the Annual General Meeting of the Full Council on 20 May 2010. The Full Council had also appointed County Councillors Geoff Driver and Albert Atkinson as Chair and Deputy Chair of the Committee for the remainder of the 2010/11 municipal year.

Resolved: That the Membership, Terms of Reference of the Committee and the appointment of the Chair and Deputy Chair of the Committee, as now reported, be noted.

2. Apologies

Apologies for absence were received from County Councillor M Pritchard.

3. Disclosure of Personal and Prejudicial Interests

None

4. Minutes of Previous Meeting held on 24 March 2010

Resolved: That the Minutes of the Meeting held on 24 March 2010 be confirmed and signed by the Chair.

5. Urgent Business

There were no items of Urgent Business.

6. Exclusion of Press and Public

Resolved: - That the Press and Public be excluded from the meeting under Section 100A (4) of the Local Government Act 1972, during consideration of the following item of business on the grounds that there would be a likely disclosure of exempt information as defined in the appropriate paragraph of Part 1 of Schedule 12A to the Local Government Act 1972, as indicated against the heading to the item.

7. Equal Pay Review - Posts Graded Above Spinal Column Point 54

(Note: Reason for exclusion – exempt information as defined in Paragraphs 4 and 5 of Part 1 of Schedule 12A to the Local Government Act, 1972. It was considered that in all the circumstances of the case the public interest in maintaining the exemption outweighed the public interest in disclosing the information)

Phil Halsall, Chief Executive and Lesley Trimby, Principal Human Resources Manager, presented a report setting out a proposed new pay and grading structure for staff graded above SCP 54.

Resolved:

- (i) That the recommendations of the Cabinet in relation to the proposed new pay and grading structure for staff graded above SCP 54, be agreed.
- (ii) That the Urgency Committee place on record its thanks to Lesley Trimby and the Equal Pay Review Team for the work undertaken.

I M Fisher
County Secretary and Solicitor

County Hall
Preston

Agenda Item 4

Urgency Committee

Meeting to be held on 17 January 2012

Electoral Division affected: All

Urgency Committee – Appointment of Chair and Deputy Chair, Membership and Terms of Reference

Contact for further information:

Chris Mather, (01772) 533559, Office of the Chief Executive

chris.mather@lancashire.gov.uk

Executive Summary and Recommendation

The Committee is asked to note:

- i. The appointment of County Councillors G Driver and A Atkinson as Chair and Deputy Chair respectively of the Committee.
- ii. the Membership of the Committee.
- iii. the Terms of Reference of the Committee.

Background and Advice

The Full Council at its Annual Meeting on 26 May 2011 approved the Constitution of the Committee on the basis of 6 Conservative Members, 2 Labour Members, 1 Liberal Democrat Member and 1 member from the Independent Group. The following Members were appointed by their respective Groups:

County Councillor A Atkinson
County Councillor M Devaney
County Councillor G Driver
County Councillor C Grunshaw
County Councillor P Malpas
County Councillor J Mein
County Councillor D O'Toole
County Councillor M Pritchard
County Councillor J Shedwick
County Councillor B Winlow

The Full Council appointed County Councillors G Driver and A Atkinson as Chair and Deputy Chair respectively of the Committee.

Terms of Reference

The Committee shall carry out the following functions:

Except those matters which cannot be delegated under Section 101 of the Local Government Act 1972, to deal with any matter requiring a decision by the Full Council which cannot await its next meeting, including any matters which have been delegated to the Committee by the Full Council.

The following matter has been specifically delegated to the Committee by the Full Council:-

To approve any minor amendments to the Constitution for the purpose of improving its operational efficiency or for giving greater clarity to the existing processes.

Consultations

N/A

Implications:

This item has the following implications, as indicated:

Risk management

No significant risks have been identified.

Local Government (Access to Information) Act 1985 List of Background Papers

Paper	Date	Contact/Directorate/Tel
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Nil

Reason for inclusion in Part II, if appropriate

N/A

Urgency Committee of the Full Council

Meeting to be held on: 17 January 2012

Electoral Division affected: All

Lancashire Adult Learning: Adoption of LCC Personnel Code Policies & Procedures for staff on academic contracts

(Appendices 'A' to 'F' refer)

Contact for further information:

Steve Hailstone (01257) 276719, Adult and Community Services Directorate,
steve.hailstone@lancashire.gov.uk

Executive Summary

The County Council currently has separate arrangements in place for further education lecturers and managers employed within Lancashire Adult Learning. These arrangements have existed since 1992 and have been subject to local agreement with the University and Colleges Union (and previously the National Association of Teachers in Further and Higher Education). The union has been consulted on the proposal to align specified policies/procedures with the County Council's Personnel Code.

Recommendation

The Urgency Committee is recommended to agree that academic staff employed within Lancashire Adult Learning are subject to the Lancashire County Council personnel policies and procedures as set out in the Report and at Appendices 'A' – 'F'.

Background and Advice

Since Lancashire Adult Learning was created by further education incorporation in 1992, further education lecturers have been employed on local policies, terms and conditions – known as the Red Book, which were based on the further education policies, terms and conditions that applied at the time of incorporation.

Each year these have been subject to local review and agreement between the County Council and the trade unions. This arrangement has been difficult to maintain and is no longer sustainable, especially following a 50% reduction in management posts following the restructure of the service earlier this year.

As a result, on HR advice, consultation has taken place with the University and College Union and agreement reached to align the following policies with the County Council's existing policies in the Personnel Code:

Policies/Procedures to be aligned from Red Book to Personnel Code
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Grievance (Red Book reference - Section 11) Appendix 'F' refers

Disciplinary & Capability (Red Book reference - Section 10) Appendix 'E' refers

Probation (Red Book reference - Section 3 – Para 3) Appendix 'A' refers
Absence (Red Book reference - Section 6) Appendix 'C' refers
Sick leave and sick pay (Red Book reference - Section 5) Appendix 'B' refers
Maternity (Red Book reference - Section 3 – Para 7) Appendix 'A' refers
Redundancy (<i>excluding the redundancy calculator due to Teachers Pension Scheme regulations</i>) (Red Book reference - Section 8) Appendix 'D' refers
Travel expenses (Red Book reference - Section 3 – Para 5 (g)) Appendix 'A' refers

This will leave a number of policies, terms and conditions that are specific to teaching staff in Lancashire Adult Learning e.g. rates of Pay and Definition of Teaching Duties (Red Book - Section 4) and holiday pay and entitlement (Section 3 – 5(g)). These will continue to be detailed in the Red Book unless or until there is a corporate review of specialist groups of staff across the County Council.

Consultations

The University and Colleges Union have been consulted on the alignment of these policies and are in agreement with the proposals.

Implications:

There are no other implications.

Any representations made to the Cabinet Member prior to the issue being considered in accordance with the Public Notice of Forward Plans

Name:	Organisation:	Comments:
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N/A

Local Government (Access to Information) Act 1985 List of Background Papers

Paper	Date	Contact/Directorate/Tel
Red Book – Section 3 – Summary of terms and conditions	July 2008	Elaine Fitchie (01257 516446)
Red Book – Section 5 – Sick Leave and Sick Pay		
Red Book – Section 6 - Absence		
Red Book – Section 8 - Redundancy		
Red Book - Section 10 – Disciplinary & Capability		
Red Book – Section 11 – Grievance		

Reason for inclusion in Part II, if appropriate

N/A

**Conditions of Service for
Teachers and Managers in
Lancashire Adult Learning**

Section 3

**SUMMARY OF CONDITIONS OF
SERVICE FOR TEACHERS AND
MANAGERS**

Revised July 2008

Conditions of Service for Teachers and Managers (Revised July 2008)

1. Staff Covered by this Document

This document covers all full-time, fractional and hourly paid teachers and management spine staff employed by Lancashire Adult Learning.

2. Appointments

All appointments are subject to satisfactory completion of a one-year probationary period. Induction will include a review near the end of the first year to discuss the probationary period.

All appointments are subject to satisfactory medical clearance, clearance through the Criminal Records Bureau, registration with the Institute for Learning and to the provision of documentary evidence of National Insurance Number as required under the provision of the Asylum and Immigration Act 1996.

For hourly paid staff, all appointments are subject to sufficient enrolments on classes. If the class is cancelled before the first session, and the teacher is notified in advance, no payment is made.

If the class is cancelled at the beginning of the first session, the teacher is entitled to one hour's payment for the teaching and related duties.

If the class is cancelled, and the teacher notified before the second session, the teacher is not entitled to any additional payment beyond that received for the first session.

If the class is cancelled at the beginning of the second session, the teacher is entitled to one hour's payment for the teaching and related duties for that session.

If the class is cancelled, and the teacher notified before the third session, the teacher is not entitled to any additional payment beyond that received for the second session.

When the class meets for the 3rd session, the class is deemed to have formed. However, Lancashire Adult Learning does not guarantee that classes will continue to be taught for the whole of the expected period and reserves the right to suspend or cancel at any time for whatever reason.

3. Induction and Professional Development

Induction

All new staff are entitled to an induction to their workplace and new post, including familiarisation with their Conditions of Service. Two hours are normally paid for the designated induction activities that form part of this programme.

Staff will be required to:

- a) participate in an appraisal/performance management scheme approved by LAL and agreed with UCU
- b) participate in reasonable arrangements for further training and development

Hourly paid staff are required to participate in

- curriculum Development Team Meetings. This will normally involve at least one 2-hour meeting per year for which payment will be made.
- mandatory staff development. This will not normally exceed 4 hours per year for which payment will be made.
- the annual review process. This process will include completion of a written evaluation/review. It may also involve staff attending an interview and, where this is the case, staff will normally be paid 1¹/₂ hours for pre-interview preparation, the interview and post-interview feedback.

Continuing Professional Development

In order to comply with the requirements specified in the contract issued by the LSC to all adult learning providers, staff are required to:

- a) register with the Institute for Learning
- b) complete a minimum number of hours of continuing professional development every year
- c) maintain a record of the CPD undertaken
- d) make that record available to LAL
- e) provide the Institute for Learning (IfL) with a record of the CPD undertaken

Failure to comply with these requirements may lead to termination of employment. Full details of LAL policy in relation to Continuing Professional Development will be communicated to all relevant staff.

Full-time and fractional teachers are entitled to the equivalent of five days per year for the purposes of staff development. Some of this may be undertaken off-site at designated venues with the approval of the Area Principal.

Requirement for Teaching Qualifications

Teachers are required to hold the teaching qualifications prescribed in the contract from the LSC. The type of qualification required depends on a number of factors, including the date on which employment commenced and the type of post held.

LAL will review with staff, either prior to commencement of employment or shortly thereafter, the qualifications required for the post concerned, and will provide assistance as it deems reasonable to enable staff, if required, to secure requisite qualifications. In the event that a member of staff fails to secure the requisite qualifications within the period specified, LAL may have no alternative but to

terminate employment and to this end LAL reserves the right notwithstanding any other provisions of this contract, to terminate employment.

4. Flexible Working

Staff will work to a teaching timetable agreed with their manager for learning programmes scheduled throughout the normal working day, in the evening and at weekends. Normally, not more than two regular weekly evening or weekend sessions will be required, except with the agreement of the member of staff concerned.

For staff who do not have a full teaching timetable, the pattern of daily attendance will be agreed with their line manager in line with the course and/ or departmental needs but will not normally start before 08.30 or finish after 17.30 hrs, ensuring that teams have cover in place between the hours of 09.00 and 17.00 Monday to Friday. A lunch break of at least 30 minutes will normally be included in the daily pattern.

Wherever possible when hours of work have exceeded the normal working week by at least one session, the time should be taken within the same week. Where this is not possible, the time in lieu should be recorded and taken within the following four weeks. In exceptional circumstances, lieu-time can be carried beyond the 4-week period with permission from the relevant senior manager.

Employees have the right to request a variation to their contracts so that they can work more flexibly and thereby balance their care responsibilities with their work commitments. Requests should be put in writing to the Area Principal.

The County Council has a number of specific schemes which address both Equal Opportunities and the recruitment and employment needs of Lancashire Adult Learning. The schemes include: -

- Career Breaks
- Re-entry to Teaching
- Job Sharing
- Voluntary Reduction of Working Hours

An information pack of relevant documentation is available on request and on the intranet:

<http://lccintranet2/corporate/web/view.asp?siteid=3765&pageid=12844&e=e>

Opportunities can be discussed with the Area Principal.

5. Rates of Pay and Teaching Duties

- a) **Teaching rates.** There is one rate of pay for all teaching, irrespective of the academic level of the teaching or whether or not the class that is being taught leads to a qualification. The normal rate paid for teaching is Spinal Point 5 of the lecturer scale.
- b) **Duties associated with Teaching.** These are detailed in the tutor job description and include:

- preparing programmes of learning
- ensuring that individual learner needs are identified and met, including assessing learner progress and achievement
- implementing quality assurance systems
- undertaking professional administrative duties
- for courses that lead to an accredited outcome, undertaking relevant duties in relation to external assessment and accreditation

c) **Non-teaching duties.** Duties not covered in the tutor job description are referred to as non-teaching duties. These include:

- additional learning support
- additional tutorial support
- advice and guidance
- internal verification
- leadership of a course team
- lesson observation
- materials development
- new course development
- staff development and attendance at meetings
- staff interviews
- student initial assessment interviews
- student interviews
- tutor organiser
- work place assessor

If the duties required in 5c) are required of hourly paid staff, a separate or additional contract is generated; details are summarised at Section 16 of the Red Book. The hourly rate of pay is defined for each duty and is pro-rata to a spinal point on the Teaching Scale. However, work which is broadly comparable to that carried out by administrative staff, will be paid at APT & C rates.

d) **Holiday Pay and Entitlement**

The holiday entitlement for full-time and fractional staff is

- 55 days including bank holidays for a full-time teacher
- 47 days including bank holidays for management spine staff

Full-time and fractional staff will take leave at times agreed with the Principal.

The holiday entitlement for hourly paid staff is pro-rata to the full-time entitlement. Hourly paid staff must take leave at times when there are no commitments to teaching or related duties. Holiday pay for hourly paid staff is included in the hourly rate of pay.

e) **Salary Payments.** Salaries are paid monthly into a bank account. Hourly paid staff complete a timesheet, which is processed monthly.

f) **Pay Awards.** An annual pay award is normally agreed by the County Council after consultation and negotiation with UCU and ACM and is normally dated from 1st August each year. The current salary scales are contained in Section 4 of the Conditions of Service Manual.

- g) **Travel Expenses.** These are not normally payable between home and the teaching location, unless specifically authorised by the Principal for the transport of essential equipment which could not be transported by public transport.

Staff using their vehicles for County Council business must have insurance which covers business use.

Travel expenses will be paid where, in the course of the same day and where the contracted hours are consecutive, staff undertake duties as part of their contract (including teaching, support, attending meetings, etc) at more than one venue. A contract is deemed to be consecutive where it involves work for the same area and where the contracts are no longer apart than a one hour lunch or tea break plus travel time. Example: If a teaching session ends at 12.00 and there is another teaching session at 14.00, it would be a consecutive contract if travel involved one hour and a lunch break of one hour is taken. Similarly, if a teaching session ends at 17.00 and there is another teaching session at 18.30, it would be a consecutive contract if travel involved 30 minutes and a one hour tea/dinner break is taken.

Where this is the case, the following arrangement will apply:

One of the centres will be identified as the place of the work. This will be the centre which is closest to the tutor's home. Travel costs will be reimbursed at the standard mileage rate for journeys to and from the identified place of work to the other centre(s).

In addition, an estimate of the journey time will be made by the programme manager and payment to the tutor will include an element related to time spent travelling paid at spinal point 1.

Further details and the rates payable are published each year in Section 4 of the Conditions of Service Manual.

6. The Working Week

- a) A full-time teacher works 36 hours per week, a total of 1877 hours per year (including holidays) or 1476 hours (excluding holidays). Of this, not more than 800 hours shall be teaching and 344 hours are allowed for duties associated with that teaching. This leaves 332 hours for non-teaching related duties. Fractional staff contracts are pro rata each to of these components.

Hourly paid staff contracts are pro-rata to full-time teaching and the duties related to teaching.

A full-time teacher may be allowed to spend up to six working hours per week off-site, at the discretion of the Principal.

A full-time teacher shall not be required to attend for more than 10 sessions per week. Normally, a session shall not exceed 3.6 hours and in no circumstance should a teacher be required to spend more than 4 hours in

any one session. There must be a break of at least ½ hour, between working sessions.

Teachers shall not be required to teach for more than 14 consecutive weeks. After completing 14 weeks, a teacher shall be entitled to a break from teaching of at least 2 weeks.

A full-time member of staff shall teach a maximum of 21 hours per week over a 40-week period with averaging up to a maximum of 20 additional hours in any one term.

- b) Management Spine Staff work the hours stated on their contract. For most management spine staff, this is 37 hours per week, a total of 1925 hours per year (including holidays) or 1576 hours per year (excluding holidays). However, management spine staff at the residential colleges and also senior managers are required to work the hours necessary to perform their job. These may exceed 37 hours.
- c) Hours for evening, weekend and residential work are paid at standard rates. A full-time member of staff is not normally expected to work more than 2 evenings a week, unless by mutual agreement. The demands of residential colleges require greater flexibility and working hours will be negotiated separately with staff.

7. Absence from Work

- a) **Sickness.** Absence from work due to ill health, or for other reasons, must be reported immediately to the appropriate line manager. The County Council's self-certification procedures apply:

For absences between 4 and 7 days staff are required to complete a self-certification form.

For absences beyond 7 days, staff will be required to obtain a medical statement signed by a doctor. Saturdays and Sundays are deemed to be a working day for this purpose.

LAL is committed to Lancashire County Council's procedure for managing sickness absence, the full details of which can be found on the HR pages of the intranet -

<http://lccintranet2/corporate/web/view.asp?siteid=2891&pageid=5595&e=e>

Sick pay entitlements for full-time, fractional and hourly-paid staff are contained in Section 5 of the Conditions of Service Manual. The revised arrangements for hourly-paid staff are with effect from 1st September 2008.

- b) **Special and Parental Leave.** Leave of absence with pay will be granted on compassionate grounds. Entitlements are detailed in Section 6 of the Conditions of Service Manual. These are currently under review.
- c) **Other Leave.** The full scheme of entitlement to leave with/without pay is contained at Section 6 of the Conditions of Service Manual.

- d) **Maternity Leave.** Details of the Maternity Scheme for teachers are available at Section 7 of the Conditions of Service Manual.
- e) **Time-Off for Trade Union Duties.** This is subject to local agreement.

8. Notice Periods/Termination of Employment

For full-time and fractional staff, the period of notice required of both employer and employee is two calendar months before the end of the Spring or Autumn Terms or not less than 3 calendar months before the end of the Summer term, where the notional Terms are:

Spring Term	1 st January	-	30 th April
Summer Term	1 st May	-	31 st August
Autumn Term	1 st September	-	31 st December

Or 1 week for each completed year of service up to 12 weeks for staff with 8 years or more continuous service whichever is the greater.

For hourly paid staff, the period of notice required of both employee and employer to terminate the contract once the class has been formed (as distinct from cancellation or suspension of a class) is one week.

An hourly paid teacher ceases to be employed on the termination date of the class (as detailed in the letter of appointment) unless the contract is otherwise terminated or varied by agreement with the Principal.

9. Pension and Retirement

All full-time, fractional and hourly-paid teachers are automatically within the Teachers' Pension Scheme unless they elect to opt out. Fractional and hourly paid staff may elect to join the Teachers' Pension Scheme by completing Form 261.

A contracting out certificate is in force in respect of the Teachers' Pension Scheme. This means that the Scheme has been approved by the Occupational Pensions Board and applies in place of the state additional pension scheme.

Most staff choose to retire by the time they reach the age of 65. Employment beyond the age of 65 is permitted at the discretion of the Head of Service. Staff who wish to work beyond 65 should approach their Area Principal at the earliest opportunity.

Teachers' pensions become available to staff who retire at 60. Actuarially reduced pensions are available for staff aged 55. Further details are available from The Teachers' Pension Agency.

Details with regard to pension matters are available from the Teachers' Pension Agency Website www.teacherspensions.co.uk. A booklet "Your Pension – a guide to the Teachers Pension Scheme" is available from The Teachers' Pension Agency.

Further information and advice about pensions is available from Lancashire Employee Services at County Hall, contact extension 35353. Guidelines and worked examples are available in the Conditions of Service Manual.

10. Redundancy Procedures

These are detailed in Section 8 of the Conditions of Service Manual.

11. Insurance

The insurance related risks faced by teachers in the course of their employment fall into the following categories:

- Personal Injury
- Loss/damage of personal property
- Legal liability
- Use of privately owned motor vehicles
- Responsibility for money

Details of the cover provided by the County Council are contained in Section 9 of the Conditions of Service Manual.

12. Disciplinary and Capability Procedures

Disciplinary and Capability procedures are necessary to ensure fairness in the treatment of employees. Proven incompetence or misconduct may require the Principal or Principal's representative to investigate and consider whether formal action should be taken against a teacher, or whether informal resolution is appropriate. When formal action is initiated, formal procedures are followed, provided at Section 10 of the Conditions of Service Manual.

13. Grievance Procedure

There are established procedures for settling individual staff grievances, which are provided at Section 11 of the Conditions of Service Manual.

14. Re-grading Procedure

An employee who considers that a regrading is justified on the grounds of increased duties and responsibilities should submit the appropriate application form to the Area Principal. The Regrading Procedure is provided at Section 14 of the Conditions of Service Manual.

15. Health and Safety

All employees have a statutory duty to observe all health and safety rules and take all reasonable care to promote health and safety at work. It is the responsibility of all employees to:

- take reasonable care of their own safety and that of other persons
- co-operate with the employer on health and safety matters to enable the employer to carry out its own responsibilities successfully
- use correctly any equipment provided for his/her safety

- report any defective equipment to his/her line manager or other appropriate person
- report accidents or dangerous occurrences at the earliest possible opportunity
- be familiar with and observe at all times all safety policies and procedures
- take reasonable precautions to ensure the safety of all persons in their charge.
- participate in appropriate staff training

A copy of the County Council Health and Safety Policy is provided at Section 12 of the Conditions of Service Manual.

16. Copyright

When the Service employs staff specifically to produce materials for curriculum use, these materials shall belong to the County Council, and not the individual member of staff.

Schemes of work and lesson plans produced by a teacher shall remain the property of the teacher, but the employing area shall be provided with copies on request.

17. Equality and Diversity

Lancashire Adult Learning complies with and operates within Lancashire County Council's Equality and Diversity Schemes.

The Service Equality and Diversity Policy is provided at Section 13 of the Conditions of Service Manual. The main aims of this policy are:

- To put into practice and promote the entitlement **everyone** has to equal rights and opportunities within Lancashire Adult Learning
- To seek to identify and eliminate all forms of discrimination, whether overt, covert or by omission, including discrimination on grounds of race, faith, age, disability, gender or sexual orientation
- To embrace and promote diversity
- To encourage, support and help all learners and staff to reach their potential

18. Negotiation Rights and Consultation

The County Council recognises UCU and ACM for consultation and negotiating purposes for pay and conditions of service for teachers and management spine staff. Consultation and negotiation procedures are detailed in a separate paper available at Section 1 of the Conditions of Service Manual.

A Liaison Group made up of trade union and employer representatives meets approximately 3 times each year. This Group will keep the Conditions of Service for Teachers and Management Staff and their appendices under regular review.

19. Membership of a Trade Union

All staff have the following rights in respect of trade union membership and activities:

- to be a member of any trade unions
- Not to belong to a trade union or unregistered organisation of workers, or to any particular trade union or organisation.
- As a member of a trade union, to take part in its activities at appropriate times and to seek election to and hold office in the Union.

20. Trade Union Facilities

The Service has a Facilities Agreement for representatives of recognised trade unions in Section 2 of the Conditions of Service Manual. This is currently under review.

21. Alterations to these Conditions of Service

This document shall be kept under review by of the Employer/Trade Union Liaison Group taking into consideration any subsequent national agreements relating to adult education employees.

**Conditions of Service for
Teachers and Managers in
*Lancashire Adult Learning***

Section 5

SICK LEAVE AND SICK PAY



SICK LEAVE AND SICK PAY

- 5.1 Subject to the provisions of this scheme a lecturer absent from duty owing to illness (which term is deemed to include injury or other disability) shall be entitled to receive in any period of one year sick pay in accordance with the following scale:

during the first year of service, full pay for 25 working days and after completing four calendar months service before the start of the period of absence through illness, half pay for 50 working days;

during the second year of service, full pay for 50 working days and half pay for 50 working days;

during the third year of service: full pay for 75 working days and half pay for 75 working days;

during the fourth and successive years, full pay for 100 working days and half pay for 100 working days.

This scale is to be regarded as a minimum and Lancashire Adult Learning have discretion to extend its application in any individual case. For the purposes of this paragraph of the document, a working day is defined as any day on which the establishment is open for teaching but which does not form part of the lecturer's personal holiday entitlement as determined in accordance with section 8 of this document and which is not a Saturday or Sunday.

- 5.2 Sick pay shall include, where appropriate, Statutory Sick Pay and shall not exceed full (ordinary) pay. Appropriate deductions are detailed in the following paragraphs.
- 5.3 For the purpose of calculating entitlement to sick leave under paragraph 5.1 the year shall be deemed to begin on 1 April of each Year and end of 31 March of the following years, provided that, in the case of a lecturer whose service commences on a date other than 1 April such service shall be deemed, for the purpose of this scheme, to have commenced on the preceding 1 April subject to the completion of four calendar months' actual service before half pay can be claimed, and provided also that in the case of the lecturer who is absent owing to illness on 31 March of any year, such a lecturer shall not begin new entitlement to sick leave in respect of the following year until he or she has resumed teaching duty, the period from 1 April until the return to duty deemed to be part of the preceding year for the purpose of this scheme. In the case of a lecturer transferred from the service of one adult education provider to that of another, any sick pay paid during the current year by the previous adult education provider shall be taken into account in calculating the amount and duration of sick pay payable by the new adult education provider.

- 5.4 For the purpose of paragraph 5.1 'service' means recognised teaching service with an adult education provider and such other period of employment as the Lancashire Adult Learning may approve.
- 5.5 The following deductions shall be made from sick pay where it is of an amount equal to full pay:
- a) The amount of sickness benefit receivable under the Social Security Acts 1975-1986 (provided, however, that in any case where sickness benefit is, or may subsequently prove to have been, receivable in respect of the first three days of any sickness, the amount of benefit receivable shall be deducted from such pay only if such benefit has in fact been received in respect of any such period of three days);
 - b) Compensation payments under the Workmen's Compensation Acts where the right to compensation arises in respect of an accident sustained before 5 July 1948;
 - c) The dependency element (but not the disability element) of any treatment allowance received from the Department of social Security.
- 5.6 Deduction shall also be made from sick pay where it is of an amount less than full pay if a lecturer would otherwise with the benefits receivable in respect of insurance under the Social Security Acts 1975-1986 become entitled to an amount exceeding the sum of his/her full (ordinary) pay.
- 5.7 Benefits are regarded as receivable at the full rate in circumstances in which a lecturer has opted under National Insurance regulations to put himself or herself outside of benefit at the full rate.
- 5.8 Subject only to the proviso in paragraph 5.5(a) the deductions enumerated under paragraphs 5.5, 5.6 and 5.10 will be made if the lecturer is eligible to receive such benefits payments or allowances whether or not he or she takes the necessary steps to obtain it.
- 5.9 For the purposes of this scheme a lecturer shall be under an obligation to declare to the satisfaction of Lancashire Adult Learning his or her entitlement to benefit under the foregoing Acts (paragraph 5.5 above) and any subsequent alteration in the circumstances on which such entitlement is based in default of which LAL shall be entitled to determine the benefit by reference to the maximum benefit to which the lecturer appears entitled under the statutory provisions Governing such benefits.
- 5.10 Deductions equivalent to those set out in paragraph 5.5 above shall be made from the sick pay of a lecturer who is a married woman or a widow and has elected to pay reduced national insurance contributions.

5.11 Whilst sickness during a period of college closure or a period forming part of the lecturer's personal holiday entitlement will not affect the period of his or her entitlement to sick leave under paragraph 5.1, it will be relevant so far as deduction of benefit is concerned. Thus the rate of sick pay applicable to a lecturer in respect of sickness during a period of college closure or a period forming part of his or her holiday entitlement is the rate applicable to him or her on the last day before that period. Where a lecturer, therefore, is ill immediately preceding such a period and:

- the lecturer is on full sick pay;
he or she shall continue on full sick pay, but the closure or holiday period is not counted against entitlement under paragraph 5.1.
- the lecturer is on half sick pay;
he or she shall continue on half sick pay, but the closure or holiday period is not counted against his or her entitlement.
- the lecturer has exhausted his or her sick pay entitlement and is not receiving any pay;
he or she shall continue to receive no pay.

Where a lecturer is either on half pay or is not receiving pay he or she may be put on full (ordinary) pay by the procedure in paragraph 5.12.

5.12 When a lecturer is ill immediately preceding a period of college closure or a period forming part of his or her personal holiday entitlement, and has exhausted his or her sick leave entitlement, or is on less than full pay, and recovers during the above period, the lecturer shall be deemed, for the purpose of calculating the amount of salary due, to have returned to duty on the day the lecturer is authorised medically fit to do so by means of a doctor's statement obtained for that purpose provided that he or she actually returns to duty on the first day after the said period.

5.13 If, during a period of college closure or a period forming part of the lecturer's personal holiday entitlement he or she falls ill and becomes entitled to Statutory Sick Pay or becomes, or would, but for election to be excepted from liability to pay contributions, become entitled to claim any of the benefits referred to in paragraph 17.5 it shall be his or her duty to notify Lancashire Adult Learning thereof (in accordance with paragraph 5.14 as if the days of closure or personal holiday were college days) so that the authority may either pay Statutory Sick Pay (where appropriate) or make the appropriate deductions.

5.14 A lecturer who is absent for more than three working days owing to personal illness shall submit such statements as Lancashire Adult Learning in their discretion shall require provided that doctor's statements shall not be required, save in special circumstances more frequently than on the eighth day of absence, at the end of each month of absence and on return to duty, unless fitness for return to duty has already been ascertained and the lecturer returns to duty on the date specified on the previous doctor's statement. In the case of a prolonged or frequent absence a lecturer may be required at anytime to submit to examination by an approved medical practitioner. The lecturer's own doctor may be present at such examination on the lecturer's request.

- 5.15 A lecturer entering hospital or a similar institution shall submit a doctor's statement on entering and on discharge in substitution for periodic statements.
- 5.5 In the case of absence due to accident attested by an approved medical practitioner to have arisen out of and in the course of the lecturer's employment, including attendance for instruction at physical training or other classes organised or approved by Lancashire Adult Learning or participation in any extra-curricular or voluntary activity connected with the establishment, full pay shall in all cases be allowed, such pay being sick pay for the purposes of paragraph 5.2 to 5.13 subject to the production of self certificates and/or doctor's statements from the day of the accident up to the date of recovery but not exceeding six calendar months, after which the case will be reviewed for a decision on any extension of the period of sick pay. Absence resulting from such accidents shall not be reckoned against the lecturer's entitlement to sick leave under 5.1 though such absences are reckonable for entitlement to Statutory Sick Pay.
- 5.17 When the approved medical practitioner attests that there is evidence to show a reasonable probability that an absence was due to an infectious or contagious illness contracted directly in the course of the lecturer's employment full pay shall be allowed for such period absence as may be authorised by the approved medical practitioner to be due to the illness, and such absences shall not be reckoned against the lecturer's entitlement to sick leave under 5.1 though such absences are reckonable for entitlement to Statutory Sick Pay.
- 5.18 Where the absence is attested by the approved medical practitioner to be due to pulmonary tuberculosis and the lecturer carries out an approved course of treatment, full salary shall be paid in respect of the first twelve calendar months of the period of absence after attestation and further full or half pay shall be allowed at the discretion of Lancashire Adult Learning.
- 5.19 A lecturer residing in a house in which some other person is suffering from an infectious disease shall at once notify the chief education officer and the lecturer shall, if required, take such precaution as may be prescribed, provided that if in the opinion of the approved medical practitioner it is considered inadvisable, notwithstanding such precautions, for such a lecturer to attend duty, full pay shall be allowed during any enforced absence from duty, such pay being sick pay for the purposes of paragraph 5.2 to 5.13. This provision will also apply where, in the opinion of an approved medical practitioner, it is inadvisable for a lecturer to attend duty for precautionary reasons due to infectious disease in the workplace. The period of absence under this paragraph shall not be reckoned against the lecturer's entitlement to sick leave under paragraph 5.1, though such absences are reckonable for entitlement to Statutory Sick Pay.
- 5.20 If the absence of the lecturer is occasioned by the actionable negligence of a third party in respect of which damages are recoverable, he or she shall

advise Lancashire Adult Learning forthwith, and it shall be competent to Lancashire Adult Learning to require the lecturer to refund a sum equal to the aggregate of sick pay to him or her during the period of disability of such part thereof as is deemed appropriate but not exceeding the amount of the damages recovered. In the event of the claim for damages being settled on a proportionate basis, Lancashire Adult Learning will require full details and will determine the actual proportion of sick pay to be refunded by the lecturer.

- 5.21 A lecturer who is absent from work because of injury in respect of which a claim will lie in the Criminal Injuries Compensation Board, and is otherwise qualified to receive sick pay, shall receive such sick pay without the lecturer being required to refund any proportion of it from the sum which the Compensation Board may award.
- 5.22 Where an award has been made by the Compensation Board Lancashire Adult Learning shall be free to discount wholly or partly the period of sick leave occasioned by the injury in calculating the lecturer's entitlement to pay as they may see fit on consideration of all the material circumstances.
- 5.23 If Lancashire Adult Learning are of the opinion that the disability which has occasioned the lecturer's absence from work is due to his or her other misconduct, or if the lecturer has failed to observe the conditions of this scheme, or has been guilty of conduct prejudicial to his or her recovery, the payment of any sick pay under the scheme may be suspended by Lancashire Adult Learning provided that in any such case Lancashire Adult Learning shall inform the lecturer of the grounds upon which the payment of sick pay has been suspended and that the lecturer may, at his or her option, have recourse to the appeal machinery as provided in sub paragraphs 3(b) and (c) of the grievance procedure set out in Section 1.
- 5.24 Sick pay shall not be paid in case of accident due to active participation in sport as a profession, unless Lancashire Adult Learning by resolution decides otherwise, though Statutory Sick Pay may be payable.
- 5.25 In addition to the provision for sick leave contained in the national recommendations, the Committee has agreed that consideration be given to an extension of sick leave in the following circumstances:
1. where a lecturer has completed 15 years service (part-time service being counted at its full-time equivalent) with any of the constituent authorities of New Lancashire the period of sick leave may be extended to 115 working days on full pay and 115 working days on half pay;
 2. where a lecturer has been in the service of any of the constituent authorities for New Lancashire for 20 years or more (part-time service being counted as its full-time equivalent) the period of sick leave may be extended to 138 working days on full pay and 138 working days on half pay.

**Conditions of Service for
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*Lancashire Adult Learning***

Appendix C

Section 6

**LEAVE OF ABSENCE FOR
REASONS OTHER THAN
PERSONAL ILLNESS**



LEAVE OF ABSENCE FOR REASONS OTHER THAN PERSONAL ILLNESS

The full scheme is set out below.

LIST A

Type of Absence Approved for Leave of Absence With Pay

(i) Extraneous Duties

- | | |
|---|---|
| (a) Attendance at meetings of Local Authority | A maximum of 21 days leave in any one year (or 42 half-days), the Principal to have discretion to extend the amount of leave for this purpose to any teacher who finds that the leave permitted is insufficient for him/her to fulfil satisfactorily these duties. |
|---|---|

The amount of attendance allowances is to be recouped by the County Council where such leave is granted. Teachers concerned should inform the county Treasurer whether it is their wish that a deduction of the amount of attendance allowances on each occasion should be made from their salary; or whether they would prefer full salary to be paid and, on each occasion of absence, make a payment to the County Council in respect of the attendance allowance.

- | | |
|---|--|
| (b) For Justices of the Peace in carrying out their duties. | A maximum of 18 days leave (or 36 half-days) in any one year, the Principal to have discretion to extend the amount of leave granted for this purpose. Where, however, a teacher who is a JP requires leave for any extraneous duty under (c) and (d) the annual allowance for this duty as a JP will be reduced by the amount of leave under (c) and/or (d). |
|---|--|

- (c) Attendance, following appointment or nomination by a Minister, Association of Local Authorities or a Local Authority, on a Committee Tribunal, Panel or other similar body.

Maximum of 18 whole days or 36 half-days in any one year, of which no more than 12 whole days or 24 half-days is to be paid leave.

Attendance by members of the organisations concerned at meetings or non-political organisations whose principle objects include the improvement of the standard of local educational services (but do not include the improvement of the remuneration, status or conditions of employment of employees).

Service on University Industrial Training and similar boards or bodies, as examiner or moderator, occasional lecturing on subjects appertaining to the **education** service.

Appearances on television on matters relating to the education service.

Employees who are appointed to serve on School/College Governing Bodies and/or a Board of Visitors to Prisons, Remand Centres and Young Offender Institutions

- (d) Absences to enable teachers to carry out their duties as national executive officers, regional liaison officers and branch officers of the recognised teachers associations.

Within the limit of 18 whole days (36 half-days) per post allowed for all extraneous duties, with the provision that the **Principal** would not unreasonably refuse any request to exceed this number where additional time was necessary to perform the duties.

(ii) Educational and Professional Advancement

Interviews in connection with a new teaching post or other employment in the public sector or in connection with education or professional training.	As required.
Approved examinations.	For the period of the examination.
Study leave for approved diploma or degree (private study).	Not more than 20 days during the period of study. (With regard to Open University courses, the total amount of 20 days refers to the whole of the period of study.
Attendance at Approved Courses for Teachers	As required. The actual period of attendance at the course plus any associated time off, as appropriate.

LIST B

Type of Absence Approved for Leave Without Pay

Parliamentary candidates	Up to 15 days
Local Authority Election Candidates	1 day (Election Day)
Interviews for posts outside the public sector	1-2 days
Funeral or Wedding (not close relative).	1-2 days
Official delegates attendance at annual conference of recognised national political parties.	The period of attendance

LIST C

(iii) Special and Parental Leave

1. Special Leave

Special leave with pay may be granted by the Principal up to and not exceeding six days in any one leave year. All paid special leave will normally only be granted for emergency/unforeseen situations.

Within the six day allowance special leave will, in any event, be granted in the following circumstances:

Funeral of a close relative or dependant (including in-laws) (one day):

Funeral of a close relative or dependant where applicant is the personal representative (three days)

To facilitate the fostering of a child (one day);

To facilitate the fostering of a child with Special Needs (two or three days);

Prospective fathers - one ante natal visit; and for the ante natal scan.

In addition to the above, the Principal will consider sympathetically paid special leave (within the six day allowance and bearing in mind the above reference to emergency/unforeseen situations) where circumstances justify it including instances where special leave is required because of the sudden illness of partner, parent, son, daughter or directly dependant relative. Absence for the purpose of accompanying a dependant on a medical appointment (where they need to be accompanied) will also be considered sympathetically, particularly where the appointment cannot reasonably be arranged outside working hours.

Absence due to Jury Service, as a witness at Court, as a hospital outpatient or for GP or dental visits will be allowed as necessary, outside the special leave arrangements, where appointments cannot reasonably be arranged outside working time.

1.1 Special leave without pay

The following guidelines should be used to determine special leave without pay for a period or periods in excess of two months in any one leave year, and should only be granted in exceptional circumstances:

Special leave to undertake courses of study/training.

These should be related to the individual's current and future employment with the College and should be for the duration of the specific course with appropriate allowances for assessments, etc., if appropriate.

Special leave to care for relatives who are seriously ill/terminally ill.

This can only be related to individual circumstances having particular regard to the difficulties being experienced by the employee involved.

Special leave for extended visits to members of employee's family living outside the Country, or for religious purposes.

This should normally be for a maximum period of three months unless there are particularly exceptional circumstances.

Other exceptional individual cases **will** be considered on their merits against these guidelines.

2. Parental Leave

Leave to look after a child or to make arrangements for the good of any individual child for up to 13 weeks **in total** is available as of right, without pay, for either parent (or a person responsible for the child) whilst the child is under five. These leave arrangements are available separately for each child.

The provision applies to all children under the age of five and is subject to a qualifying period of continuous service of not less than 12 months.

This right is available with variations to an adoptive parent, to the parent of a disabled child or to an employee who has acquired formal parental responsibility for a child (see below).

2.1 Notice and Postponement Periods

A minimum period of 21 days notice of the intention to take such leave is expected to be given, specifying when the leave is to begin and to end. In exceptional circumstances and by mutual agreement a lesser period of notice may be acceptable.

The Principal may postpone the leave where the operation of the College would be unduly disrupted but in no instance can it be postponed for more than six months. A postponement will not limit the right if the child's fifth birthday is passed as a consequence. The Principal will inform the employee within seven days, in writing, if the leave request is to be postponed giving the reasons for the postponement. In addition the Principal must specify in writing the date (within six months) upon which the leave may be taken after consulting with the employee. If no agreement can be reached after such consultation the Principal must determine the appropriate dates to be offered.

2.1.1 Leave taken immediately after birth of a child

If the leave is to be taken immediately after the child is born the Principal has no right to operate such postponement provisions. It is essential however that the father or nominated partner in such circumstances gives at least 21 days notice of the expected week of childbirth. (See below for arrangements for adoptive parents.)

2.2 Parental Leave Periods

Subject to the notice provisions the leave entitlement may be taken as a whole block or for minimum periods of one week. Where a period of less than one week is taken a full week will be deducted from the entitlement. (For varying arrangements relating to the parent of a disabled child, see below.)

2.3 Contractual Arrangements and Right to Return

Where parental leave is taken within these arrangements the contract will continue in existence in relation to all its terms and conditions, other than remuneration, on the basis that arrangements should be as they would have been had the employee been employed continuously. The employee will return to the same job subject only to any variations that may have been applied to other similar employees during the period of absence.

2.3.1 Pension Arrangements

In taking unpaid leave it should be noted that Pension rights accrued prior to taking such leave will not be affected. Whilst on unpaid leave the employee and employer contributions for the first 30 days absence (where applicable) must continue to be paid. There is also an option for continuing to make contributions in excess of 30 days. Where this option is taken, employees' contributions will normally be collected on return to work by monthly reductions from salary (in proportion to the length of the leave taken). The employer will also contribute fully during this period. Where this option is not taken any unpaid leave in excess of 30 days will impact on an employee's pension. The employee is advised to seek advice from the Teachers' Pensions Agency in respect of any impact on pension contributions/entitlement.

2.4 Parental Leave in Relation to Disabled Children

Where the child is disabled parental leave may be taken up to the date when the child reaches the age of 18. A disabled child for these purposes is one for whom disability living allowance is awarded. Subject to the notice provision the parent of a disabled child may take parental leave in blocks or multiples of a single day.

2.5 Parental Leave for Adoptive Parents

Where the child is adopted parental leave may be taken up to five years after the child is placed for adoption or until the child is eighteen years old, whichever is the earliest. If the leave is to be taken immediately after a child is placed for adoption the notice must specify the expected week of placement, the amount of parental leave to be taken and be given at least 21 days before the expected week of placement or as soon as it is practically possible. (See below for details of separate entitlements relating to paid/unpaid Special Leave for adoption purposes at the actual time of the adoption.)

2.6 Evidence of Entitlement

The Principal may seek to see reasonable evidence of entitlement to these various provisions eg a birth certificate, evidence of parental responsibility, documentation relating to an award of disability living allowance etc.

3. **Paid/Unpaid leave for adoption purposes**

Special Leave with/without pay is available for the parent (male/female) of an adoptive child (aged from birth to compulsory school attendance) when the adoptive parent concerned is going to be the primary carer of the child, at the time of adoption.

In view of the requirement within the adoption procedure for the potential parent to provide care for the child prior to the granting of an adoption order, any adoptive parent shall be granted up to 29 weeks special leave, the first 7 weeks on half pay and the remainder without pay, where that adoptive parent is designated as the primary carer.

This entitlement is subject to a qualifying period of service of not less than 15 months, and, if the employee does not return to duty for a period of at least three months he/she will be liable to repay the 7 weeks half pay previously granted.

The above relates only to the primary carer. It is expected that prospective adoptive parents intending to take adoption leave will give three months notice of this intention. Necessary time off, with pay, will also be allowed to both prospective adoptive parents for adoption interviews, introduction visits and court attendances, as required by recognised adoption agencies.

Both adoptive parents will in addition be entitled to the Parental Leave Allowance subject to a qualifying period of 12 months where a child under the age of eighteen is adopted. This right lasts for five years from the date on which the child is placed for adoption; or until the child's eighteenth birthday, whichever is the sooner.

4. **Special leave for care of Dependants**

For these purposes a "dependant" means a spouse, child (of any age) parent or someone who lives in the same household as the employee (not an employee, tenant, lodger or boarder) or another person who reasonably relies on the employee for the assistance referred to below.

Employees have a right to reasonable unpaid time off during working hours in order to care or provide assistance to Dependants. The right to reasonable unpaid leave is available:

- to provide assistance on an occasion when a dependant falls ill, gives birth or is injured or assaulted
- to make arrangements for the provision of care for a dependant who is ill or injured
- in consequence of the death of a dependant
- because of the unexpected disruption or termination of arrangements for the care of a dependant

- to deal with an incident which involves a child of an employee and which occurs unexpectedly in a period during which an educational establishment which the child attends is responsible for him/her.

4.1 Notification

In order to obtain such leave the employee must inform the Principal (or other appropriate/available manager) as soon as he/she can, stating why there is a need for the absence and how long the absence is expected to be.

4.2 Reasonable Time Off Calculation

For the above purposes the Principal will consult in agreeing a reasonable period of absence, considering what is to be done, how long it would reasonably take, the individual circumstances and the needs of the service and reasonable balance between these factors.

An approach **will be taken** which is consistent, which allows for management discretion and which reflects individual circumstances. In this respect, clarification provided by the Department of Trade and Industry indicates that, for example, if an employee's child falls ill, the time off must be sufficient to enable the employee to cope with the crisis - to deal with the immediate care of the child (visiting a doctor if necessary) and to make alternative, longer-term care arrangements. **In most cases, one or two days will be enough** to deal with the immediate issues and sort out longer-term arrangements if necessary.

NB. The above entitlements to unpaid time off do not preclude the granting of Special Leave with pay within a six day allowance where the circumstances are appropriate and such leave should always be considered first where appropriate - see List C iii section 1.

**Conditions of Service for
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Section 8

**REDUNDANCY/REDEPLOYMENT
PROCEDURES AGREEMENT**

REDUNDANCY/REDEPLOYMENT PROCEDURES AGREEMENT

1. SCOPE

- a) This procedure is a collective agreement between Lancashire Adult Learning (LAL) and the recognised teacher association for Adult Education.
- b) The procedure applies to the handling of redundancies among lecturers in Lancashire Adult Learning and covers the following categories of employee:
 - (i) permanent full-time and part-time lecturers;
 - (ii) full-time and part-time lecturers employed on fixed-term contract(s);
 - (iii) part-time hourly paid lecturers. (covered by Sections 2, 3 and 4 and appendix 4 of this document only).

2. GENERAL

- a) It is the intention of Lancashire Adult Learning, by careful forward planning, to ensure, as far as possible, security of employment for its lecturers.
- b) Changes in legislation and budgetary constraints may, however, make it necessary to consider the possibility of terminating and/or discontinuing the contracts of lecturers in the institution.
- c) This agreement has been made with the recognised teacher association in the attempt to provide a procedure to ensure a fair and consistent approach to selecting staff who may be made redundant. UCU's agreement to these procedures is without prejudice to its opposition to redundancy and to reductions in budgetary provision.
- d) These procedures are designed to conform to the requirements of Section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992, and to good standards of industrial relations practice. Although not legally binding, the arrangements represent an agreed procedure within the meaning of Section 59(b) of the Employment Protection (Consolidation) Act 1978. The arrangements do not, however, override the rights of lecturers under employment legislation or contracts of employment.
- e) It is accepted that, notwithstanding any clause specifying the expiry date in fixed-term contracts, each and every lecturer shall be notified with as much notice as is practicable when it is proposed to terminate or discontinue employment by reason of redundancy.
- f) It is agreed that, where a fixed-term contract is to be renewed on the same terms and conditions, the individual shall be notified in writing as soon as practicable.
- g) It is accepted that, where a fixed-term contract has not been renewed before the expiry of the old one or entered into within a period of four weeks following expiry

of a previous contract, the lecturer may regard him/herself as dismissed as redundant unless there is a written explanation from the employer to the contrary.

3. CONSULTATION

- a) Lancashire Adult Learning will keep the recognised teacher association fully informed about staffing requirements and any need for staffing reductions.
- b) In order to find ways of reducing or avoiding the possibility of dismissals among lecturers, and to mitigate the consequence of any dismissals, consultations will be held as early as possible with a view to reaching agreement with the trade unions on proposals for terminating any contracts by reason of redundancy in the foreseeable future.

To this end, the recognised teacher association will be provided with information on:

- (i) the reason for the redundancy proposal;
 - (ii) the measures taken to avoid compulsory redundancy;
 - (iii) the number and descriptions of lecturers whom it is proposed to dismiss as redundant by termination or non-renewal of contracts in the foreseeable future;
 - (iv) the total number of lecturers of any such descriptions employed in the college;
 - (v) the proposed method of selecting lecturers who may be dismissed by virtue of termination or non-renewal of their contract;
 - (vi) the proposed timing and method of carrying out dismissals and the procedure for appeal against the decision to dismiss, and;
 - (vii) the method of calculating redundancy payments.
- c) This information will be sent to the recognised teacher association's regional officials as early as possible in accordance with the statutory requirements in s188 of TULR(C)A. In the course of the ensuing consultation, the service will consider any representations made and give reasons for rejecting any of them.
 - d) Where the recognised teacher association wishes to discuss the situation with the employer, a meeting will be arranged with the Principal as soon as possible after the request is received.
 - e) Consultation under s188 will be deemed to have commenced following written notification to the regional official.
 - f) Details of redundancy proposals will also be made available to lecturers identified as being 'at risk' and written comments on these proposals will be invited.

4. MEASURES TO AVOID OR MINIMISE POSSIBLE REDUNDANCY

- a) Under circumstances in which staffing reductions are envisaged the service will, in an attempt to obviate the need for any redundancies and in consultation with the recognised teacher association:
- (i) consider the virement of money from other budget headings in the staffing budget;
 - (ii) assess the effect of normal staff turnover;
 - (iii) make every attempt to fill vacancies from among existing regular hourly paid lecturers or those on fixed-term contracts due to expire;
 - (iv) minimise all 'overtime' worked by existing staff in areas where redundancies have been identified, or in areas where it is possible to make immediate redeployments, and any part-time lecturing undertaken by persons otherwise in full-time employment;
 - (v) not extend the services of any lecturer beyond the end of the term in which they attain the age of 65;
 - (vi) seek volunteers for redeployment from among lecturing staff;
 - (vii) invite voluntary redundancy from among lecturing staff, whether by Premature Retirement compensation or any other method agreed between the recognised teacher associations and the employer, and utilise the Premature Retirement Compensation Regulations or any other form of compensation agreed by the recognised teacher association and the employer.

5. PROCEDURES FOR SEEKING VOLUNTEERS

- a) Upon identifying any potential redundancy among lecturing staff, and at the same time as initiating consultation with the recognised teacher association, the service will undertake an initial assessment of the likely effect of policies to avoid or minimise redundancies.
- b) If thereafter it appears necessary, and after further consultation with the recognised teacher association, all lecturing staff will be invited to indicate their willingness to consider voluntary redeployment or redundancy. Such indications will not imply any commitment on the part either of Lancashire Adult Learning or the individual lecturers making the indication.

- c) Any staff indicating willingness to consider voluntary redeployment or redundancy exceeds the need for staffing reductions, the service reserves the right to select those lecturers who will be offered redeployment or redundancy, subject to considering the following criteria:
- (i) the needs of the institution in the current year and future years;
 - (ii) availability/capability of staff for redeployment;
 - (iii) appropriate qualifications and experience;
 - (iv) age;
 - (v) any other reasonable criteria.
- d) If the number of people indicating willingness to consider voluntary redeployment or redundancy exceeds the need for staffing reductions, the service reserves the right to select those lecturers who will be offered redeployment or redundancy, subject to considering the following criteria:
- (i) the needs of the institution in the current year and future years;
 - (ii) availability/capability of staff for redeployment;
 - (iii) appropriate qualifications and experience;
 - (iv) age;
 - (v) any other reasonable criteria.

NOTE: The above are not in order of priority.

- e) Any offer of voluntary redeployment or redundancy will be formally confirmed in writing and, if the lecturer accepts, notice will be served in accordance with the contract of employment, or statutory entitlement, whichever is the greater, unless the lecturer agrees this be waived.
- f) If any request for voluntary redeployment or redundancy within the service is turned down, the Principal will give good and stated reasons why the request has been refused.
- g) If residual overstaffing is deemed to exist thereafter, the institution will give further written notification to the recognised teacher association of the numbers and proposed criteria for selection for any redundancies.

6. NOMINATION FOR REDUNDANCY

- a) The Principal will apply the selection criteria and determine the nomination(s) for redundancy. A personnel officer will offer advice and will arrange to inform the recognised teacher association of the nomination(s) made.
- b) The Principal will consider whether he/she is able to mitigate the consequences of this decision by considering, with the Head of Service, the offer of alternative employment within the Service to the potentially redundant lecturer(s).
- c) The Principal will prepare the necessary written documentation including:
 - (i) the reason for the proposed dismissal(s)
 - (ii) the selection criteria used;
 - (iii) a copy of the redundancy procedures
 - (iv) arrangements for representations/appeals.
- d) The Principal will arrange for each nominated member of staff to be seen personally to be given the written documentation set out in (c) above. The lecturer may be accompanied by a friend or representative at any such meeting.
- e) The lecturer will be advised of his/her right to make representations, including oral representation, to the Principal. The lecturer should indicate, in writing, the wish to make such representations within five working days of the meeting specified in (d) above.
- f) The Principal will meet with the lecturer within five working days of receipt of notification from the lecturer of his/her wish to make representations. A personnel officer will attend this meeting.
- g) If, having considered the lecturer's representations, the Principal confirms the proposal to make the lecturer redundant, the decision will normally be advised orally after the meeting and then confirmed in writing within two working days.
- h) Lancashire Adult Learning will, within five working days of the deadline for representations or the hearing of such representations, issue to the lecturer a Notice of Dismissal on grounds of Redundancy.

7. NOTICE PERIOD

- a) Notice of Redundancy/Dismissal will be issued by Lancashire Adult Learning in writing to all teachers affected confirming;
 - The decision to terminate
 - The notice period
 - The last day of work
- b) The period of notice for full-time and Associate Lecturers will be four calendar months from the date on which the redundancy notice is issued.

8. SELECTION CRITERIA FOR REDUNDANCY

- a) Where compulsory redundancy becomes necessary, it is essential that a selection procedure is applied which is fair, objective, non-discriminatory and consistent in application. Selection for redundancy is a complex matter and must be undertaken in accordance with current employment protection legislation.
- b) A dismissal will be unfair if the selection is discriminatory on grounds of race, sex, disability or Trades Union membership or if it relates to health and safety matters. It will also be unfair, if the circumstances apply equally to other teachers in the service who have not been selected.
- c) Specific criteria should be developed as part of the redundancy proposal for the purpose of Trade Union consultation. A personnel officer will advise on such criteria.
- d) Selection should be undertaken on the basis of the principles set out below. Stage 1 (the needs of the service) should aim to produce the required nomination(s). Only if more than the required number of teachers are identified as a result of Stage 1 should Stage 2 be applied.

(i) **Stage 1 - The Needs of the Service**

The needs of the service are the paramount selection criteria. These needs will have been identified through a cycle of forward planning and review and will have been informed by the service's development planning and annual staffing and budgetary projections.

Selection will be determined by the fact that the requirements of the service for lecturers in particular specialist areas and/or to carry out other professional duties, have ceased or diminished or are expected to do so. At the same time consideration will need to be given to the **projected** needs of the service.

Circumstances may arise in which some lecturers who are identified as being at risk of redundancy are able to offer the skills required for some existing or future needs of the service. It will then be necessary to carry out an assessment of what those teachers are able to offer in order to decide how the continuing needs of the service can most effectively be met.

To assist in this assessment, lecturers at risk of redundancy will be asked to complete a Personal Profile setting out relevant qualifications and experience (see Appendix 5).

(ii) **Stage 2 - Other Subsidiary Selection Criteria**

If, as a result of Stage 1, more than the required number equally meet the criteria of the needs of the service, then other subsidiary criteria should be used to distinguish between the nominations. This will normally be based on the principle of 'last in first out' (LIFO).

Selection based on LIFO is often regarded as objective, easy to apply, and readily understood. If LIFO is used, it would be on the basis of the period of total service with Lancashire Education Authority.

It should be noted, however, that the application of LIFO can result in indirect discrimination on the grounds of gender or race in the case of, for example, women returners and recently appointed teachers from the ethnic minorities and for this reason total service, rather than reckonable or continuous service should be taken into account.

9. APPEAL ARRANGEMENTS

- a) The nominated lecturer(s) will be informed of the right of appeal, which must be submitted, in writing, to the Clerk to the Governing Body within 10 working days of the receipt of the Notice of Dismissal.
- b) A lecturer may appeal in respect of:
 - (i) the stated reason for the termination of the contract (or non-renewal of a temporary contract);
 - (ii) the adequacy of the consultation process;
 - (iii) the alleged failure of the employer to apply the agreed procedures.
- c) The Appeal Panel will consist of at least three Governors nominated by the Authority for that purpose and who shall be elected members of the Authority.
- d) The Clerk to Governors will convene a meeting of the Appeals Panel to be held prior to the expiration of the notice period. The CEO's representative, normally a Personnel Officer, will advise the Panel.
- e) The lecturer may be accompanied by a friend or a representative of a recognised teacher association.
- f) The Principal will prepare the necessary papers for the appeal, including the proposal for redundancy, selection criteria, and the personal profile/scoring for the appellant.
- g) The Clerk to Governors will supply the lecturer with any necessary papers relating to the appeal hearing at least five working days before the hearing.
- h) The appeals procedure to be followed is set out in full in Appendix 1.
- i) The appeal shall only deal with the decision in respect of the individual(s) under consideration.
- j) The decision of the Appeals Panel shall be final and no further rights of appeal shall be allowed under these procedures.

10. FURTHER ASSISTANCE

- a) During the period of notice, the Service will make available to lecturers given notice of redundancy:
- (i) the provisions for voluntary redeployment or voluntary redundancy as were previously available;
 - (ii) information, advice and counselling upon future employment possibilities;
 - (iii) information about the calculation of severance pay;
 - (iv) reasonable leave of absence without loss of pay to attend interviews etc, connected with future employment;
 - (v) release from their existing contracts to take up alternative employment, with the waiving of minimum notice periods by agreement.
- b) At the same time, the Service will make every effort to find alternative or new employment, for lecturers under notice of redundancy by:
- (i) identifying vacancies within the institution to which they might agree to be redeployed;
 - (ii) consulting with other colleges within the Authority;?
 - (iii) such other steps as may be of assistance;
 - (iv) if the lecturer has been issued with a redundancy notice and is offered alternative employment, he/she will be entitled to a statutory trial period of four weeks duration.

11. REDUNDANCY PAYMENTS

Redundancy payments are made in accordance with the Statutory Scheme regarding age, length of service and upper age limit. However, the 'weeks pay' element is based on the actual weekly pay of the individual and not on the statutory maximum where the actual week's pay exceeds this.

NOTES:

- (i) the term 'lecturer' throughout this document includes staff on the management salary spine and principal salary bands;
- (ii) the recognised teacher association for Adult Education is the University and College Union (UCU)

REDUNDANCY PROCEDURES

FLOWCHART

<i>ACTION</i>	<i>TIMING</i>
CONSULTATION	
Consultation with recognised teachers association on proposals for redundancy.	As soon as possible
Lecturer 'at risk' provided with copy of proposals.	As soon as possible
Meeting convened with teacher association if requested.	As soon as possible
Consideration of representations by teacher association/lecturers.	As soon as possible
Issue of s188 notice to teacher association regional official.	Once proposal confirmed.
VOLUNTARY OPTIONS	
Volunteers sought for voluntary redundancy or redeployment.	As soon as possible
Further notification to teacher association of number of redundancies and selection criteria.	Following consideration of 'volunteers'
NOMINATION FOR REDUNDANCY	
Application of selection criteria.	Following notification to Association.
Nominated staff meet with Principal (nomination confirmed in writing).	As soon as possible
Nomination staff request meeting to make representations.	Within five working days of notification
Principal convenes meeting to hear representations	Within five working days of request
Confirmation of nomination.	Within two working days of meeting
Issue of Notice of Dismissal.	Within five working days of representations (or deadline for requesting meeting)
APPEAL	
Request for appeal hearing.	Within ten working days of Notice of Dismissal.
Appeal papers to lecturer	At least five working days prior to hearing.
Appeal Hearing.	Prior to end of notice period.

APPEAL PROCEDURE

Procedure for a meeting of an Appeal Panel to consider an appeal by or on behalf of a member of staff whom the employer has decided to dismiss.

- (i) All relevant documentation to be sent to parties to the hearing and members of the panel by the Clerk to the Governing Body at least 5 working days before the date of the meeting.
- (ii) The principal or other representative to present the case. He/she may call witnesses.
- (iii) The employee (or his/her representative) to have the opportunity to ask questions of the principal (or other representative) and any witnesses.
- (iv) Members of the Panel to have the opportunity to ask questions of the principal (or other representative) and any witnesses.
- (v) The employee (or his/her representative) to make representations on the dismissal proposal. He/she may call witnesses.
- (vi) The principal (or other representative) to have the opportunity to ask questions of the employee (or his/her representative) and any witnesses.
- (vii) Members of the Panel to have the opportunity to ask questions of the employee (or his/her representative) and any witnesses.
- (viii) The principal (or other representative) to have an opportunity to sum up his/her case.
- (ix) The employee (or his/her representative) to have an opportunity to sum up his/her case.
- (x) The principal (and his/her representative), the employee (and his/her representative) and witnesses to withdraw.
- (xi) The Panel to consider their decision.
- (xii) The Panel's decision to be notified to both parties.
- (xiii) The decision to be confirmed in writing to the employee.

REDEPLOYMENT PROCEDURES

- (i) The following provisions will apply to lecturers indicating willingness to accept voluntary redeployment under circumstances of potential redundancy.
- (ii) A lecturer who is willing to consider redeployment should notify the principal of the type of vacancy in which he/she is interested. Any such lecturers will be able to discuss their position with the principal (accompanied by a friend if so wished).
- (iii) A lecturer may volunteer for redeployment within the Service
- (iv) Before any post is externally advertised, the principal will consider whether any staff having indicated willingness may be suitable for the vacant post. If more than one potentially redundant lecturer expresses interest in the same post, all will be interviewed before an offer of alternative employment is made. Confirmation of appointment will be in accordance with the institution's instruments and articles of government.
- (v) Upon any redeployment being agreed, written confirmation of the offer of alternative employment will be sent to the lecturer in such terms as will also serve to establish continuity of employment, salary safeguarding for all salary purposes, and any safeguarding of conditions of service.
- (vi) Additional travelling expenses incurred by redeployed lecturers will be reimbursed (at the approved rate in force) in excess of that previously incurred between home and work location, from which they have been redeployed, for a period of four years subject to review in individual cases, under arrangements agreed with the employer.

An employee incurring additional travelling expenses following redeployment will be paid an allowance equal to the difference between the cost of travelling (i) from his/her home to his/her new place of work; and (ii) from his/her home to his/her old place of work. This allowance will be paid for a period of four years at the full rate and will be based on either:

Standard rail and/or bus fares, or

Mileage allowance in respect of the additional mileage actually involved in the change of place of employment if the employee is an essential car user.

NOTE: This provision applies only where the difference between the cost of travelling (both ways) from home to the new place of work, and from home to the old place of work is more than £1.23 per day.

In cases where groups of employees are involved and there is lack of suitable public transport arrangements management may consider alternative transport provision

- (vii) If a lecturer has been issued with a redundancy notice and is offered alternative employment, he/she will be entitled to a statutory trial period of four weeks duration.

POLICY AND PROCEDURES FOR HOURLY PAID PART-TIME LECTURING STAFF

This procedure is a collective agreement between Lancashire Adult Learning and the Lancashire Liaison Committee of the University and College Union (UCU)

POLICY

Lancashire Adult Learning will make every effort to secure equivalent continuing employment for part-time staff on an annual basis.

PROCEDURE

1. All part-time hourly paid staff will be notified of potential redundancy prior to the end of each academic year.
2. Concurrent with 1 above, Lancashire Adult Learning will provide UCU with the information as set out in Section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992.
3. The Service will make every effort in September to provide work for hourly paid part-time lecturers equivalent to that of the previous year.
4. Where part-time lecturers are offered fewer hours than in the previous year, the Service will seek to redeploy those staff to different areas of work consistent with their qualification and experience.
5. The Service will not recruit new part-time staff nor increase the hours offered to existing part-time staff until stage 4 (above) has been completed.
6. In the event that insufficient work is available within an identified subject area and that lecturers cannot be redeployed under 4 and 5 above, the following selection criteria will apply:
 - (i) The needs of the Service

Consideration will be given to the qualifications and experience of staff currently working in the identified subject area in relation to the proposed course programme.
 - (ii) Length of Service

In the event that the above criterion does not provide a sufficient degree of discrimination, consideration will be given to length of continuous local authority service.
7. Any requests for work sharing will be considered sympathetically by the employer.

8. At all stages of the above procedure, there will be full consultation between Lancashire Adult Learning and UCU.

APPENDIX 5

COLLEGES OF ADULT EDUCATION

STAFF PROFILE

Name: _____ **Date of Birth:** _____

Qualifications (list all degrees, diplomas, teaching qualifications, TDLE with dates)

Staff Training (list all staff training courses attended in the last three years)

Teaching Profile

(a) Subjects taught in previous year and weekly hours

(b) Other subjects qualified to teach (list all subjects and indicate experience with dates)

(c) Availability for teaching

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
--	---------------	----------------	------------------	-----------------	---------------	-----------------

Morning						
Afternoon						
Evening						

(d) Other relevant experience (include industrial, commercial and voluntary)

Current Responsibilities

(a) Within LAL

(b) Outside LAL

(c) Voluntary within LAL

Service (Service details with Lancashire Adult Learning)

Other Relevant Information

Signature: _____ **Date:** _____

**Conditions of Service for
Teachers and Managers in**
Lancashire Adult Learning

Section 10

**DISCIPLINARY AND CAPABILITY
PROCEDURES**



CAPABILITY PROCEDURE

1. INTRODUCTION

- 1.1 All employees have a responsibility to achieve a satisfactory standard of performance and should be given all necessary help and assistance to achieve the required standard. It is the responsibility of line managers and supervisors to ensure that employees are aware of the required standard through reference to Job Descriptions/Person Specifications and other job related documentation. Managers must take care to set standards, which are realistic and measurable in respect of quality, quantity, time and cost. Careful attention to recruitment, selection and training will help to minimise instances of poor performance.
- 1.2 Standards of performance should be monitored and discussed as a matter of course utilising normal management processes which include any routine supervision sessions and may also involve appraisal and competency assessment processes in appropriate circumstances.
- 1.3 Where satisfactory standards are not being achieved it is essential at the outset to have discussed any shortcomings with the employee, to have put in place any support mechanism considered necessary, to have issued any necessary oral or written instructions regarding work performance and to have identified the improvement necessary within an agreed timescale. Support mechanisms may include supplementary training, coaching, monitoring, additional supervision by an experienced employee etc. If unsatisfactory performance continues beyond this, the matter may then be addressed within this formal procedure.
- 1.4 Professional difficulties can, however, also arise where an employee experiences ill health or personal stress to such an extent that their work performance is impaired.

2. PURPOSE

- 2.1 This procedure has been developed to deal with all instances where the capability of an employee to perform their duties to an acceptable standard is seriously in question. The procedure is designed to ensure that employees are dealt with equitably and consistently. It is not intended to be used where an employee's poor performance at work is the result of wilful neglect of duty, failure to carry out reasonable instructions or any other act(s) of misconduct which will be considered under the Disciplinary Procedure.
- 2.2 Where an employee refuses to co-operate with any aspect of this procedure, this may be deemed to be wilful non-co-operation and may be addressed directly through the Disciplinary Procedure.
- 2.3 This procedure applies to all permanent and temporary, full and part-time Teachers and Management Spine staff in Lancashire Adult Learning.

- 2.4 No formal action under this Capability Procedure will be taken against any Trade Union representative/shop steward until the circumstances of the case have been discussed with a full time official of the Union concerned (unless the individual concerned chooses to waive this right).
- 2.5 This procedure should not in itself be used as the basis for establishing levels of standard performance. These standards should be set using normal management/supervisory processes including the use of formal productivity measures where appropriate. This Capability Procedure should only be used to address unsatisfactory performance where normal management/supervision/competency assessment processes, including the provision of training and support mechanisms, have failed to produce the necessary improvements in performance within agreed timescales (see Paragraph 1 above).
- 2.6 Line Managers and Supervisors should recognise that a sudden deterioration in the standard of work may be due to a number of factors some of which may be temporary in nature. Efforts should be made to resolve such problems by discussion and support.

3. THE PROCEDURE

3.1 Formal Interview and Action Plan

- (i) Where the normal management and supervision processes, including the provision of necessary support mechanisms and the issuing of any oral or written instructions about work performance, have failed to produce necessary improvements within an agreed timescale, the Principal shall prepare a note clarifying how the employees' performance falls short of expected standards. The note will outline the areas of concern about the employee's performance and the consequences of that poor performance. The note will also identify actions already taken and support given to help achieve an improvement in performance.
- (ii) The Principal will give the employee at least 10 days notice of the interview, explain its purpose and inform him/her of the right to be accompanied by a Trade Union representative or work colleague. The date of the interview should be mutually agreed with the employee and his/her representative if at all possible. Where this is not possible and the employees Trade Union representative or work colleague is not available on the specified date, the interview must be postponed for up to five working days if the employee can provide a reasonable alternative time within this five day period.
- (iii) The purpose of the interview is for the Principal and the employee (accompanied if so desired by his/her trade union representative or work colleague):-
- to discuss the note prepared by the Principal;
 - to allow the employee to comment;

- to allow the Principal to consider the employee's comments;
- to seek to agree an Action Plan;
- to determine a formal performance review date.

The Action Plan should contain a set of realistic targets to be achieved and standards of work to be attained by given dates. Care should be taken to ensure that such targets and standards are measurable. The Principal should also make arrangements for support, resources and/or training to be available to the employee as appropriate. **At this stage the Principal should caution the employee that failure to improve performance to the standard required within a reasonable period of time could lead to dismissal.** Where appropriate, advice should be sought from the relevant Directorate Personnel Section.

- (iv) The Principal should also outline arrangements for monitoring the employee's performance, which may include workplace observation and regular progress meetings.
- (v) The outcome of the interview and the content of the Action Plan will be confirmed in writing within three working days, unless otherwise agreed by parties concerned.
- (vi) Where the Principal and the employee fail to agree an Action Plan, then the Principal will note the failure to agree and proceed to prescribe a time scaled Action Plan, for the employee to follow, which the Principal considers to be specific, measurable, achievable and realistic.
- (vii) Where the employee believes that the actions taken by the Principal are unreasonable, the employee may submit, within three working days, a written statement setting out his/her concerns which will be considered along with all other relevant documentation by the Head of Service, Lancashire Adult Learning whose decision will be final and will be confirmed in writing within three working days of receipt of the written statement.

3.2 Formal Performance Review

- (i) At the end of the formal monitoring period described in Section 3.1, (or earlier where a satisfactory rate of improvement is not being achieved), the Principal will arrange a formal performance review interview. This interview should specifically address all the issues discussed at the original interview and any new issues that might have arisen or subsequently come to light. The Principal will give at least 10 days written notice of the performance review interview and, where appropriate, identify any further issues which will be considered. The employee has the right to be accompanied by his/her trade union representative or work colleague. The date should be mutually agreed if at all possible on the basis described in Paragraph 3.1(ii) above. A Directorate Personnel representative will also normally attend at this stage in order to advise the Principal.
- (ii) If, in the Principal's judgement, the employee's performance has improved to an acceptable standard during the monitoring period the formal Capability

Procedure will end. This will be confirmed in writing, but the employee will be informed that if at any time within a period of twelve months from written notification of this decision his/her performance again falls below an acceptable standard, then the formal procedure will be reintroduced.

- (iii) If the Principal considers that the employee has failed to, or has not continued to, meet the standards and objectives as set out in the Action Plan and no adequate mitigating circumstances have been identified one of the following options should be considered:
 - (a) The Principal may determine that a further formal review period is necessary in which case the arrangements outlined in Section 3.1 above will apply. This formal period of monitoring may be repeated as many times as the Principal deems necessary but should not normally exceed 12 months from the commencement of the formal exercise;
 - (b) (i) The Principal and the employee may, in conjunction with the employee's Trade Union representative or work colleague, consider the possibility of a mutually agreed reassignment to a different post* (or consider a mutually agreed variation** to the employee's existing contract of employment) for a trial period which will be for three months. If the trial is successful, the arrangements will be confirmed as permanent. If the trial fails, the Principal will reconvene the formal performance review interview and will consider the other options available. Alternatively the Principal may determine with the agreement of the employee that the trial period be extended by a maximum of three further months.

The above reassignment and variation options will only be considered where the postholder has been unable to demonstrate improved capability on substantial elements of their existing duties and responsibilities, despite the processes of training, review and support identified at the various stages of this Procedure. In considering the possibility of alternative employment the Principal should be mindful of the scope for reallocating duties and any potential repercussion on other employees and on the delivery of service, and should seek advice from the relevant Directorate Personnel Section. Any search for a different post to which to reassign the employee should be completed within one month. If no acceptable post is available the Principal should reconvene the formal performance review interview and consider the other options available.

**Where assignment to a different post is to be considered, the Principal would take the lead role identifying suitable alternatives, with the expectation that the employee would take a proactive role in supporting this. In limited circumstances, i.e. in areas where work is of a similar nature, suitable alternative employment may be sought outside the College/Zone.*

***Where the Principal proposes the removal of substantial elements of the postholder's existing duties and responsibilities, advice and approval should be sought through Directorate Personnel as to the appropriate grade/salary*

level for the post in light of the agreed variation. This would also be subject to trade union consultation in the same way as any other restructuring proposal.

- (ii) Where a reassignment or a variation to the employee's contract is mutually agreed, the employee shall be required to accept, in writing the mutually agreed and revised particulars/job description which will be amended to reflect the revised duties and responsibilities and, if necessary, job title. The new contract will be allocated on the terms and conditions attached to the new or revised post save for the caveat in sub-section (iii) below. There will be no other entitlement to protection of earnings or other conditions of service.
- (iii) Where a reassignment or variation to contract involves a reduction in pay, the rate of pay for the assigned post/duties will be effected three months from the date the employee's contractual variation is agreed. If the agreed reassignment or mutually agreed variation to the employee's contract involves a change in working location, then any excess travel expenses incurred will be reimbursed for a period of three months from the date the employee's contractual variation is agreed, after which there is no further entitlement. It is the Zone's responsibility to inform the employee of any implications for pension entitlement and, where appropriate to support the employee in providing certification of the transfer. The three month period referred to in this paragraph includes the period of any trial. This period may be extended by up to three further months where it is agreed that the trial period should be extended by up to three further months.
- (c) The Principal may determine that the matter should be referred to a formal Capability Panel, which will give consideration to the employee's suitability for future employment. The Panel will normally consist of three Managers from the employing Directorate but one or two managers from another Directorate may be substituted where adequate representation from within a Directorate is not available.

3.3 Capability Hearing

- (i) The Principal will be responsible for the arrangements for the Capability Hearing and should liaise with the employee and his/her representative to ensure the earliest realistic date in accordance with the arrangements described in Paragraph 3.1(ii) above. The employee will be given at least 10 working days notice in writing of the date, time and place of the hearing and the name of the officer who will chair the Hearing. The letter will contain details of the areas of competence which are to be considered and will inform the employee of his/her right to be accompanied by a trade union representative or other work colleague. The letter will advise the employee that he/she may be dismissed at the end of the Hearing. Copies of any documentation to be considered at the hearing including written reports, Action Plans, evidence of support and reviews and details of any witnesses to be called will be enclosed with the letter.
- (ii) If the employee wishes to present documentary evidence to the hearing or to call witnesses, details of these should be provided to the Principal at least two working days in advance of the hearing.

- (iii) The Chair of the Hearing will be advised by a Personnel Officer and will produce a summary note of the Hearing.
- (iv) The Hearing will be conducted in the following manner, though this may be varied should both parties agree:-
 - * the case for the Directorate will be presented by the Principal who may call witnesses/refer to documentation as appropriate;
 - * the employee and/or his/her representative and the Panel members will be able to question any witnesses called and also the Principal;
 - * the employee and/or his/her representative will then be entitled to respond calling witnesses and referring to documentation where appropriate;
 - * the Principal and the Panel members will be able to question any witnesses called and also the employee and his/her representative;
 - * the Principal will sum up;
 - * the employee and/or his/her representative will sum up;
 - * both parties will withdraw whilst the Panel considers what action should be taken.
- (v) The options available to the Panel are as follows:-
 - * to take no further action
 - * to direct that a further period of appropriate training, formal monitoring and review in accordance with the arrangements outlined in Section 3.2 should be undertaken. If this subsequently results in a further hearing, the case should be heard, if possible, by the same Panel.
 - * where the Panel forms the view that the employee is not capable of undertaking the duties of his/her post, the Panel may:-
 - (a) require the Principal to seek alternative employment which may include demotion*. The search should be comprehensive and should be completed within one month. Where a suitable alternative post is identified the Capability Panel should be reconvened and the post should be offered to the employee, normally on a three month trial basis (but with the Panel having the option of prescribing that the trial should be for a maximum of up to six months if it considers this to be appropriate). If the trial is successful, the arrangements will be confirmed as permanent. If the level of performance at the end of the trial period is below the standard required, the Capability Panel will be reconvened in order to determine what action should be taken. In these circumstances, the Panel may proceed with dismissal. Also in circumstances where the offer of a trial has been declined by the

employee, without, in the Panel's view, reasonable cause, the Panel should proceed with dismissal. Where no suitable alternative employment is found within the one month period, the Panel should be reconvened and the dismissal effected with due notice from the date of the reconvened hearing.

In considering the possibility of alternative employment the Capability Panel should be mindful of the scope for reallocating duties and responsibilities and any potential repercussion on other employees and on the delivery of service.

** Where any alternative post involves a reduction in pay, a change in work location etc. the arrangements described at Paragraph 3.2.(b)(iii) of this procedure will apply. The three month period described therein will include the period of any trial but the period may be extended by up to three further months where the trial is prescribed for a period beyond three months.*

- (b) Dismiss the employee from the service of the County Council, with due entitlement to the statutory/contractual period of notice.
- (vi) An oral decision will be given by the Panel wherever possible on the day. This will be confirmed in writing within three working days and this notification will summarise the main reasons for the decision. This notification will also set out the right of appeal against the decision.
- (vii) Where a decision is taken to dismiss the employee, the full contractual period of notice will be given and details for the employee's right of appeal will be set out. In the event of an appeal being registered, the period of notice will continue to run. If the appeal hearing is after the date of dismissal and the appeal is successful, the employee will be reinstated retrospectively to the date of dismissal.

3.4 Right of Appeal

- (i) An appeal must be made in writing to the Chief Officer within five working days of receipt of the official notification of the Capability Panel's decision.
- (ii) The appeal will be heard by the County Council's Appeals and Complaints Committee as quickly as possible and wherever practicable no later than 20 working days from the date of the receipt of notification of appeal.
- (iii) The Appeal date will be determined in accordance with the arrangements set out at Paragraph 3.1(ii) above and will provide a minimum of five working days notice of the date, time and place of the hearing. The documentation considered by the Capability Panel together with the written decision will be placed before the Appeals and Complaints Committee which will be advised by a Clerk to the meeting who will be a Solicitor employed by the Authority.
- (iv) The appeal hearing will follow the same format as that used in the Capability Panel hearing outlined in Paragraph 3.3.

- (v) The following decisions are open to the Appeals and Complaints Committee:
- (a) Disallow the appeal and uphold the original decision of the Capability Panel.
 - (b) Allow the appeal and reinstate the employee to his/her former position.
 - (c) Reinstatement of the employee to his/her former position with a recommendation for a further period of target setting, monitoring and review.
 - (d) Consider the possibility of a suitable alternative post in accordance with the principles set out in Paragraph 3.3(v)(a) above.

DISCIPLINARY PROCEDURE

1. PURPOSE

This procedure is intended to clarify the rights and responsibilities of management, trade unions and employees. It sets out the course of action that will be followed in the event of disciplinary action being considered necessary.

2. SCOPE

This procedure applies to all permanent and temporary, full and part-time Teachers and Management Spine Staff in Lancashire Adult Learning.

3. CONTEXT

- (i) This procedure does not apply where notice is given during probationary service and dismissal arises from unsuitability for confirmation of appointment (or during any period of extension of any probationary period).
- (ii) This procedure does not apply on the termination of a fixed term or temporary contract of employment where the term of that contract expires without being renewed, or where the contract specifies an event which terminates the contract and the event has occurred.
- (iii) In many cases the right word at the right time and in the right way may be all that is needed and will often be a more satisfactory method of dealing with a breach of discipline or unsatisfactory conduct than taking action via a formal investigation and a formal hearing and this procedure should not be used in these circumstances.

4. INVESTIGATION

No disciplinary action will be taken against an employee until the matter has been investigated. Details will be gathered promptly and will include any comments the employee concerned wishes to make at this stage. During the course of the investigation the right to be accompanied applies to the employee concerned whenever he/she is interviewed or is involved in any meetings arising therefrom. The employee concerned must be kept informed of progress with the investigation in all instances. Where the employee is suspended from duty the arrangements set out in Paragraph 6 must be followed.

5. SHOP STEWARDS/TRADES UNION REPRESENTATIVES

No formal disciplinary proceedings will be taken against a shop steward/trade union representative until the circumstances of the case have been discussed with a full time official of the Union concerned (unless the individual concerned chooses to waive that right).

6. SUSPENSION

Where a **Principal** (or a designated senior officer) considers that suspension may be appropriate in circumstances of alleged or suspected misconduct (including where considered appropriate to facilitate investigation), s/he may suspend an employee with pay (i.e. pay inclusive of all those payments which would have been made in respect of normal working arrangements).

Suspension with pay is not a disciplinary measure and must not be viewed as a judgement upon alleged or suspected misconduct. However, in any interview for the purpose of suspension, the right to be accompanied applies, except in circumstances where the nature of the offence is such that it is impracticable to have prior consultation and notification. An employee shall be informed of the reason for suspension at the time and will be given confirmation of the suspension in writing.

The need to continue with the suspension of an employee shall be reviewed at not less than monthly intervals by the Principal (or a designated senior officer) and, if suspension is continued, the employee will be informed of this and the reasons for its continuation

The suspended employee must be kept informed of progress at not less than monthly intervals and must be notified of a 'Contact Officer' who will agree with the suspended employee the arrangements for the regular monthly contact. The employee or employee representative may, at any time, write to the Principal with relevant information for consideration at the time of the review of suspension.

7. DISCIPLINARY MISCONDUCT

7.1 CONSIDERATION OF DISCIPLINARY ACTION

On completion of the investigation, the Investigating Officer's report will be considered by the Principal (or a designated senior officer) who will determine whether, on the basis of the evidence collected, arrangements should be made for a formal Disciplinary Hearing to proceed. Where the alleged misconduct is gross misconduct, or further misconduct following a 'live' final written warning, or where the circumstances of the case otherwise justify it, a Disciplinary Hearing will be arranged before a Directorate Disciplinary Panel. In other cases

of misconduct the Hearing will be arranged before the Principal (or a designated senior officer).

7.2 LEVELS OF DISCIPLINARY MISCONDUCT

It is not the purpose of this procedure to classify all levels of misconduct. Each incident which may give rise to the consideration of disciplinary action will be judged independently according to the particular circumstances of the case including the previous conduct of the particular employee. However, a general guide is attached as Annex 1. Attention is specifically drawn to the fact that any act of gross misconduct as listed could result in dismissal with or without notice.

8. **THE PROCEDURE**

8.1 NOTICE OF THE HEARING/RIGHTS TO REPRESENTATION

The employee will normally be given 10 working days written notice of the Hearing, the purpose of it (with the nature of his/her alleged misconduct being outlined), any relevant documentation and be invited to attend together with his or her Trade Union representative or legal representative or work colleague and/or personal friend. A mutually convenient date should be agreed with the employee and his/her representative if possible. Where this is not possible and the employee's chosen Trade Union representative or work colleague is not available on the specified dates, the employee has a statutory right for the hearing to be postponed for up to five working days if he/she can provide a reasonable alternative time within this five day period. This statutory right relates only to the availability of the chosen Trade Union representative or work colleague. It does not apply in relation to any legal representative or personal friend.

Where the employee fails to attend or to be represented at a meeting of a Directorate Panel or at the Appeals and Complaints Committee, the matter may be considered in his/her absence if the Panel or Committee consider this to be appropriate in all the circumstances.

8.2 THE HEARING

The procedure to be followed at any Disciplinary Hearing (or any Disciplinary Appeals Hearing) is as set out in Annex 2.

The Investigating Officer will not be the Designated Officer who considers the case (nor a member of the panel considering the case) (other than where the concern is over an issue which the employee readily accepts) but he/she may be asked to present the supporting facts and material.

8.3 DISCIPLINARY ACTION

8.3.1 Officer Level Hearings

Following Investigation

In cases other than those involving gross misconduct (or for those involving serious further misconduct within the defined period following a previous warning or warnings for misconduct) or in other circumstances which warrant immediate referral to a Disciplinary Panel, the matter may be considered at an officer level hearing and the following disciplinary action may be taken (note – disciplinary proceedings may be commenced at any of the stages set out below depending upon the nature of the employee's alleged misconduct, the sanctions are not necessarily sequential):-

Oral Warning

If conduct does not meet acceptable standards, the employee may be given a formal ORAL WARNING. S/he will be advised of the reason for the warning, that it is the first stage of the disciplinary procedure, of the areas in which improvement is required and of his/her right of appeal. This will be confirmed in writing and a copy of the letter will be placed on the employee's file, but it will be removed (subject to the exception described in Notes (a) and (b) below) after a period of six months.

Written Warning

If the misconduct is more serious than would warrant an oral warning or if further misconduct occurs, whether of a similar nature to the previous misconduct or otherwise, a WRITTEN WARNING may be given to the employee. This will give details of the concerns, and the improvement required and the timescale within which it is to be achieved/reviewed. It will warn that further action will be considered if there is no satisfactory improvement and will advise of the right of appeal. A copy of this written warning will be kept on the employee's file but it will be removed after twelve months (subject to the exceptions described in Notes (a) and (b) below).

Final Written Warning

If there is still a failure to improve conduct or if conduct is still unsatisfactory, or if the misconduct is sufficiently serious to warrant only one written warning but insufficiently serious to justify dismissal (in effect both first and final warning) a FINAL WRITTEN WARNING will normally be given to the employee. This will give details of the concerns, will warn that dismissal may result if there is no satisfactory improvement and will advise of the right of appeal. A copy of this final warning will be kept on the employee's file, but it will be removed after

eighteen months (subject to the exceptions described in Notes (a) and (b) below).

Where disciplinary action is being taken for reasons of sexual, racial or other forms of harassment including bullying and where following consultation with the Head of Legal Services, it is concluded that a potential may exist for a sustainable claim of victimisation and that it is necessary in order to separate and protect the two parties, a transfer may be imposed. In these circumstances, before a final decision is taken, it may be necessary to adjourn the hearing to allow options to be considered.

In addition to the above, there may be circumstances in which transfer or demotion is mutually agreed as action which would benefit both parties.

NOTES.

- a) A warning will not be disregarded if a subsequent warning is issued in relation to further misconduct whether of a similar nature or otherwise which occurs whilst a warning remains 'live' on file (it is the date of the further misconduct not the date of the hearing in respect of the later misconduct etc. which determines whether an earlier warning remains alive). The original warning will run concurrently with the most recent warning.
- b) Details of "expired" warnings in relation to disciplinary issues (which would otherwise be disregarded in relation to further misconduct) shall, where they relate to employees working with children or other vulnerable service users, be retained on a separate file.
- c) In the event of further misconduct, relevant warnings so retained shall be taken into account in any further disciplinary proceedings where the employee has, or is alleged to have, harmed or put at risk of harm a child or other vulnerable service user.
- d) After considering the facts before him/her at the conclusion of a Disciplinary Hearing the Designated Officer conducting the hearing may decide to refer the matter to a Directorate Disciplinary Panel. In this event the employee will be informed that an adverse report is being submitted.

8.3.2 Directorate/DSO Disciplinary Panel

If there is further misconduct after the issue of a Final Written Warning, or where the circumstances are such as to warrant immediate submission of a report, an adverse report on the relevant issues will be prepared for consideration by a Directorate Disciplinary Panel and the employee shall be informed that an adverse report is being submitted.

The Panel will hear the evidence and will determine any appropriate penalty which may include any of the penalties available to individual officer level hearings. In cases where the Panel are of the view that the circumstances warrant severe action, any penalty may include:-

- a) summary dismissal without notice, or
- b) dismissal with payment in lieu of notice, or
- c) dismissal with notice.

Alternatively, some other penalty, e.g. transfer and/or demotion, may be determined. However, transfer and/or demotion should only be imposed:-

- (i) as an alternative to dismissal in cases where severe action beyond a Final Written Warning is considered to be justified and, in these instances, it should always be accompanied by a Final Written Warning, or
- (ii) in cases where the disciplinary action is taken for reasons of sexual, racial or other forms of harassment including bullying and where, following consultation with the Head of Legal Services, it is concluded that a potential may exist for a sustainable claim of victimisation and that it is necessary to impose a transfer in order to separate and protect the two parties; in these cases the transfer would only be accompanied by demotion where severe action beyond a Final Written Warning is considered to be justified and it would be accompanied by a Final Written Warning.

In such circumstances, before a final decision is taken, it may be necessary to adjourn the hearing to enable options to be considered.

NOTE Details relating to any disciplinary transfer and/or demotion should be removed from file after 24 months and treated in the same manner as Final Written Warnings.

The Panel will be selected from a standing list of panel officers nominated by each Director/DSO General Manager and will comprise two panel officers from the employing Directorate selected by the Director (or a designated senior officer) and one panel officer from another Directorate selected by the Director of Resources (or a designated senior officer). No person having a direct personal involvement or close personal interest in the case under consideration shall be a member of the Panel. The quorum will be three members. The Panel will be advised on law, procedure and evidence by a Clerk to the meeting who may be a solicitor employed by the Authority where the Authority considers this to be appropriate. Where matters of sexual harassment are to be considered, at least one member of the Panel shall be of the same gender as the complainant. Where matters of racial harassment are to be considered, consideration should be given

as to whether or not there is an officer of a suitable racial group on the Panel list.

The employee or his/her representative will be informed of the membership of the Panel when it is selected and will be entitled to indicate a view that any individual member of the Panel has a direct personal involvement or close personal interest in the case. The Director (or a designated senior officer) will then take a final decision on the composition of the panel.

A Directorate Panel will, wherever practicable, meet within 20 working days of the date the employee is informed by the Director (or a designated senior officer) that an adverse report is being submitted to the Disciplinary Panel. The employee will be given 15 working days notice of the date of the hearing and will be supplied with a copy of the adverse report as soon as it is available. The adverse report must be supplied at a minimum of 15 working days prior to the hearing date. (Where the employee has a nominated representative, the representative will be provided with a copy of the adverse report, at the same time as the employee).

NOTE This does not preclude an earlier or later hearing date where justified by the particular circumstances.

The employee will be given written confirmation of the Disciplinary Panel's decision (including reasons) by the Clerk to the Disciplinary Panel and the decision will include reference to the employee's right of appeal.

9. EQUAL OPPORTUNITY POLICY IN EMPLOYMENT

Attention is drawn to the County Council's Equal Opportunity Policy in Employment and procedures designed to deal with matters of sexual, racial and other forms of harassment including bullying. Disciplinary action may be taken, if appropriate, following the investigation of complaints submitted under the provisions of these procedures.

10. APPEALS AGAINST DISCIPLINARY ACTION

An employee will have the right of appeal against any disciplinary penalty imposed. The original decision may only be upheld at appeal or a lesser penalty imposed. The penalty may not be increased. There is no further right of appeal against a decision of an appeal body (this does not remove any statutory rights to appeal to an Employment Tribunal).

Where an employee wishes to appeal against any disciplinary action taken at Officer level, the appeal is to the Head of Service, Lancashire Adult Learning unless the Head of Service has personally taken the disciplinary action in which case the appeal is to the Director (or other designated officer). Appeals against decisions of a Directorate

Disciplinary Panel are to the County Council's Appeals and Complaints Committee. The procedure to be followed in the event of any appeal is as set out at Annex 2.

Where an employee lodges an appeal against the decision of a Directorate Disciplinary Panel short of dismissal then that decision will not take effect pending the outcome of the appeal hearing.

Where a Directorate Disciplinary Panel decides to dismiss an employee without notice then the dismissal will take immediate effect. However, if an appeal is then lodged, and is successful, the employee will be reinstated, with full pay, retrospectively to the date of dismissal with no break in continuity of employment.

Where a Directorate Disciplinary Panel decides that an employee should be dismissed with notice then the date of dismissal will be the date of expiry of the notice period. If an appeal is lodged the notice period will continue to run. If the appeal hearing is after the date of dismissal and is successful, the employee will be reinstated, with full pay, retrospectively to the date of dismissal.

The date of an appeal hearing will be fixed in consultation with the employee or his/her representative in accordance with the principles outlined at Paragraph 8.1 above.

10.1 APPEALS TO OFFICERS

All notices of appeal at officer level must be in writing and must be submitted to the Head of Service Lancashire Adult Learning within five working days of the receipt by the employee of notification in writing of the disciplinary action. The appeal will be heard by the County Manager or other designated officer wherever practicable within twenty working days of the receipt of the notice of appeal. The appellant shall be given, in writing, not less than five working days notice of the date, time and place of the hearing.

The appellant will have the right to attend and be accompanied by a trade union representative or legal representative or work colleague and/or a personal friend. (See paragraph 8.1 in relation to postponement rights and attendance matters).

10.2 APPEAL TO THE APPEALS AND COMPLAINTS COMMITTEE

All notices of Appeal to the County Council's Appeals and Complaints Committee must be in writing and must be submitted to the Director of Resources within five working days of the receipt by the employee of the notification in writing of the disciplinary action imposed by the Disciplinary Panel.

The appeal shall be by way of a re-hearing of the case. New evidence coming to light may be introduced by either party at this stage but details must be provided to the other party in advance in order to allow for any response to be considered.

The Appeals and Complaints Committee shall hear the appeal as quickly as possible but, wherever practicable, no later than twenty working days after receipt of the notice of Appeal and the appellant will be given five working days notice of the date, time and place of the hearing. (See paragraph 8.1 in relation to postponement rights and attendance matters).

11. **CONFIDENTIALITY**

All those involved in any aspect of this Disciplinary Procedure shall treat all information in connection with any particular case as confidential and shall not divulge any such information to any third party without the consent of the Director. This requirement shall be treated as a condition of employment of all employees and any breach of this requirement may be regarded as misconduct and dealt with under the provisions of this Procedure. In the event of any uncertainty as to the confidentiality requirement in this clause, advice must be sought from the Head of Legal Services prior to the disclosure of any information.

12. **POSITION OF PRINCIPALS**

The procedures relating to warnings which may be issued to Principals are the same as described in paragraphs 7-10, with the exceptions that consideration of the Investigation report and the issuing of any warning would be the responsibility of the Head of Service Lancashire Adult Learning. Any appeal against such a warning shall be heard by the Director (or a designated senior officer).

LEVELS OF DISCIPLINARY MISCONDUCT

Examples of minor misconduct

Minor time wasting
Occasional lateness
Minor instances of insubordination.

Examples of serious misconduct

Significant unauthorised absences from work
Persistent or serious instances of insubordination
Persistent bad timekeeping
Continued repetition of previous offences

Examples of gross misconduct

Gross misconduct, which will result in the immediate referral of an adverse report to a Disciplinary Panel and may result in dismissal, is regarded as misconduct of such a nature that it fundamentally breaches the contractual relationship between the employee and the employer. **Examples of gross misconduct all of which may result in dismissal include:-**

- Stealing from the employer, members of staff, clients or the public, other offences of dishonesty;
- Sexual misconduct at work;
- Racial harassment of other employees, clients or members;
- Fighting, physical assault;
- Serious violation of the County Council's policies relating to conduct at work, e.g. anti-bullying policy, computer security policy, etc;
- Falsification of a qualification which is a stated requirement of employment or which results in financial gain;
- Deliberate damage to or misuse of the employers property;
- Drunkenness or being under the influence of drugs at work, (note - the County Council's Policy Statement in respect of Drinking/Drug Abuse needs to be considered in these cases);
- Falsification of records or claims for personal gain etc;
- Willful disregard of health and safety regulations;
- Serious negligence which causes unacceptable loss damage or injury;
- Serious violation of catering hygiene regulations;
- Intimidation of whistleblowers or witnesses to Hearings;
- Other similar acts of misconduct may come within the general definition of gross misconduct.

It should also be noted that disciplinary action may be considered in relation to acts of misconduct which take place outside of work hours, for example, in instances of criminal prosecution and/or conviction/caution for such actions. The main considerations should be the relevance of the offence to the employee's duties and/or the effect on the contractual relationship with the employer and on clients/colleagues. Disciplinary measures will not automatically be appropriate in these instances.

DISCIPLINARY HEARINGS/APPEALS PROCEDURE

1. The following procedure is appropriate for any officer level hearing, Disciplinary Panel Hearing, Officer Appeal hearing and Appeals and Complaints Committee hearing. Any Disciplinary Panel or Appeals and Complaints Committee hearing will be advised on law, procedure and evidence by a Clerk to the meeting who may be a solicitor employed by the Authority in the event of an appeal to the Appeals and Complaints Committee, who will be a Solicitor.
2. **PROCEDURE AT THE HEARING**
 - 2.1 The employing directorate's case will (normally) be presented by a senior officer of the directorate (the nominated officer) who will be entitled to call witnesses to support the case.
 - 2.2 The employee and/or his/her representative and the person/body hearing the case will be entitled to question the persons referred to at 2.1 above.
 - 2.3 The employee and/or his/her representative will be entitled to present a statement of case and will be entitled to call witnesses to support the case.
 - 2.4 The nominated officer and the designated person/body hearing the case will be entitled to question the persons referred to at 2.3 above.
 - 2.5 The nominated officer will have the opportunity to sum up. (No new evidence may be introduced at this stage).
 - 2.6 The employee and/or his/her representative shall then also have the opportunity to sum up. (No new evidence may be introduced at this stage).
 - 2.7 At the conclusion, all parties will withdraw except the person/body conducting the hearing and, if present, the Clerk to the meeting (advising on law, procedure and evidence only) who will deliberate in private. Should any parties need to be recalled to clarify any points of uncertainty, all parties should return notwithstanding that the point giving cause for concern relates to one party only.
 - 2.8 The parties will be informed of the decision and the employee will be given written confirmation of the decision which will also indicate any right of appeal.

- NOTES:**
- (a) Where the concern is something minor and the employee readily accepts the allegation there may not be a separate nominated officer/presenter at an officer level hearing and the above procedure would be followed as appropriate.
 - (b) Witnesses called by either side who are in County Council employment shall be allowed time off from work with pay to attend the hearing. Attendance as a witness will not lead to less favourable treatment or victimisation of an employee.

**Conditions of Service for
Teachers and Managers in
*Lancashire Adult Learning***

Section 11

**MODEL PROCEDURE FOR SETTLING
INDIVIDUAL TEACHING STAFF
GRIEVANCES**



LANCASHIRE COUNTY COUNCIL

MODEL PROCEDURE FOR SETTING INDIVIDUAL TEACHING STAFF GRIEVANCES – LANCASHIRE ADULT LEARNING

PURPOSE

This procedure is intended to enable a grievance to be resolved fairly, at the earliest opportunity and at the lowest appropriate management/supervisory level. Before pursuing the formal grievance procedure, it is essential to distinguish whether the matter of concern has actually been raised as a grievance under the procedure or simply raised for clarification with management.

If the grievance arises as a result of a proposed action, then that proposed action will not be implemented until the procedures have been exhausted.

In order to allow consideration of a grievance, the undermentioned procedure will be followed:

GENERAL PRINCIPLES

1. The employee may be accompanied/represented, if he/she so wishes, by his/her professional association/union representative or other representative at any stage within this procedure.
2. At any meeting convened to consider a matter under this procedure there shall be nothing to prevent advice being provided by the Director of Adult and Community Services Directorate or his/her representative.
3. At any meeting convened under this procedure both parties shall be allowed access to an adjournment.

STAGE ONE - INFORMAL DISCUSSION

If an employee has a grievance about his/her employment or another member of staff, wherever possible he/she should discuss it informally with his/her line manager from Lancashire Adult Learning. In the case of a grievance by or against a line manager, this should normally be with the Principal's internal nominee wherever possible. It is hoped that the majority of concerns will be resolved at this stage, in order to minimise the prospect of damage to relationships within the college.

The line manager/Principal's nominee will reply orally to the employee as soon as possible but normally within five working days.

STAGE TWO - FORMAL STAGE

If the employee continues to be aggrieved and the matter has not been resolved through informal discussions, he/she should set out the full nature of the grievance in writing as set out in Annex A, along with any supporting documents and ask the Principal's nominee to transmit this to the Principal.

The Principal will call a meeting with the member of staff within 15 working days of receiving the written grievance and following appropriate investigation. A note will be taken of the meeting and the Principal's decision will be confirmed in writing within three working days. The procedure to be followed is set out at Annex A.

STAGE THREE - APPEAL STAGE

If the employee continues to be aggrieved, a statement of grievance submitted by the employee, together with any earlier documentation and decisions, will be transmitted to an Appeals Panel of the Authority that will be established for this purpose. The Panel will consist of two Officer members (at third tier level or higher) and one member of the Zone Governing Body (excluding staff/student Governors), nominated by the Chair of the Governing Body. The procedure to be followed at the meeting will be in accordance with that set out in Annex A.

The Appeals Panel will be arranged within ten working days with the interested parties. The meeting will be documented and the decision confirmed in writing within three working days.

GENERAL NOTES:

- a) The procedure will be used to deal with grievances and a hearing of the Appeals Panel will provide the final appeal right on such matters of teaching staff to the Authority. This procedure excludes matters relating to equal opportunity complaints. A separate procedure for resolving these complaints will be followed.
- b) If at any stage in this procedure, the matter has not yet been dealt within the prescribed time limits, the employee will be entitled to continue to the next stage (subject to (c) below).
- c) The parties may, where necessary and by mutual agreement, modify the time limits referred to in the Grievance Procedure. In addition, where the procedure is used to consider grading issues, it may be necessary to extend the time limits to enable investigations to be undertaken.

GRIEVANCE AGAINST THE PRINCIPAL

In the case of a grievance against the Principal of a Zone the informal discussions (Stage 1) will take place with a Principal from another Zone within the same timescales as identified above.

The Formal Stages (Stage 2) will be heard by the Head of Service, Lancashire Adult Learning, within the same timescales as above.

The Final Appeal (Stage 3) will be to Appeals Panel that will be established for this purpose. The Panel will consist to two Officer members (one of whom will be second tier level) and one member of the Zone Governing Body (excluding staff/student Governors), nominated by the Chair of the Governing Body. The procedure at the meeting will be in accordance with that set out in Annex A.

GRIEVANCE AGAINST THE AUTHORITY

STAGE ONE - INFORMAL DISCUSSION

Where a member of staff has a grievance that relates to the functions exercised by the Authority, for example in relation to conditions of service, the employee should discuss it informally with his/her line manager. It is helpful if a written statement of grievance setting out the details together with supporting documentation is prepared and sent to the Head of Service, Lancashire Adult Learning, who will seek to resolve the grievance within 20 working days of receipt.

STAGE TWO - FORMAL STAGE

Where the grievance is not resolved the employee will submit a formal written statement of grievance as set out in Annex A, together with any supporting documents to the Group Head, Adult Learning and Cultural Services. A meeting will be called within five working days. A note of the meeting will be taken and the decision confirmed in writing within 5 days.

STAGE THREE - APPEAL STAGE

Where the Group Head is unable to resolve the grievance the employee will have the right to submit a written statement of grievance (together with any supporting documentation and notes from previous meetings) to a meeting of the Appeals Sub-Committee of the County Council. The procedure to be followed at the meeting will be in accordance with that set out in Annex A.

Annex A

LANCASHIRE ADULT LEARNING GRIEVANCE PROCEDURE

PROCEDURE AT A GRIEVANCE HEARING/MEETING

1. The procedure at the meeting will provide for the employee and the other member of staff to be present at all times except when any matter falls solely to the Principal/Panel/Sub-Committee to consider or adjudicate upon.
2. A representative may accompany both parties and all references to the employee and to the other member of staff will be taken to include their representatives.
3. The Principal/Chairman will enable the employee and the other member of staff, in that order, to make written or oral submissions to the meeting. (Written submissions must be circulated to both parties ten working days in advance of the hearing).
4. The submission of relevant additional documentary evidence will be allowed at the discretion of the Chairman and only in exceptional cases i.e. whereby it was not possible to introduce the evidence previously.
5. The employee and the other members of staff, in that order, will have the right to call witnesses, who will be available for questioning by both the employee and the other member of staff and for questioning by the Principal/Panel/Sub-Committee. (Names of witnesses must be supplied by both parties ten working days in advance of the hearing).
6. The Principal/Chairman will ensure that Panel/Sub-Committee members may ask questions of the employee and/or other member of staff and witnesses.
7. Witnesses will only remain at the meeting for so long as they are giving evidence or being questioned.
8. The employee and the other member of staff will, in the order, have the right to make a final closing statement to the Panel/Sub-Committee.
9. All other parties shall then withdraw and the Principal/Panel/Sub-Committee will consider the grievance and reach a decision.
10. Advice will be available to the Principal/Panel/Sub-Committee on procedures and options. A written record will be made of the proceedings.
11. If for any reason the Principal/Chairman decides that further questions need to be asked, or clarification is required, the full meeting will be resumed.
12. When a decision has been reached the employee and the other member of staff will be asked to return to the meeting and the decision will be communicated to all parties.
13. The decision will be confirmed in writing to the employee and the representative and to the other member of staff and representative, within three working days of the meeting taking place, and will indicate the rights of appeal and the procedure for exercising those rights.

Urgency Committee of the Full Council

Meeting to be held on 17 January 2012

Electoral Division affected: All

Management of unreasonable complaints

(Appendices 'A' and 'B' refer)

Contact for further information:

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Executive Summary

The adoption of a corporate policy for dealing with unreasonably persistent complaint/complainant behaviour.

Recommendation

The Committee is asked to agree:

1. That the Council adopt the policy set out at Appendix 'A' to deal with unreasonable complaint behaviour, and
2. Subject to the policy at 1. above being agreed, to also approve consequential changes to the Corporate Complaints Procedure, as set out at Appendix 'B'.

Background and Advice

The Council has recently dealt with a longstanding complaint through the Local Government Ombudsman (LGO) in which the complainant had made a large number of complaints (over 100 in total) about a social care issue. The Council had itself dealt with the core issues of the complaint through its own procedures and had eventually declared the complainant "vexatious".

Although the LGO did not find the Council at fault for any of the core issues of the complaint, she did find that the way in which the Council had responded to the complainant was flawed in that it did not comply with her most recent published guidance on dealing with unreasonably persistent/vexatious complaints.

The LGO suggested that it would be helpful for the Council to have a stand alone 'overarching' policy to deal with unreasonable complaint behaviour rather than rely on separate provision within its various complaints policies.

Accordingly, the draft policy attached at Appendix 'A', which complies with latest guidance issued by the LGO, is recommended for approval. If the new policy is agreed, a number of consequential changes are required to the Council's Corporate

Complaints Procedure to reflect the new provisions. A copy of the revised Procedure is attached at Appendix 'B'.

Consultations

The Local Government Ombudsman has been consulted on the proposed policy and has confirmed that it is appropriate.

Implications:

This item has the following implications, as indicated:

Risk management

Failure to accept the LGO's suggestion may lead to further criticism should the Council again have to invoke existing procedures to deal with unreasonable complainants.

Local Government (Access to Information) Act 1985 List of Background Papers

Paper	Date	Contact/Directorate/Tel
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Nil

Reason for inclusion in Part II, if appropriate

N/A

LANCASHIRE COUNTY COUNCIL

Policy on the management of unreasonable complaint behaviour

1. Introduction

- 1.1 Council employees may come into contact with a minority of customers who pursue their complaints in ways that are unreasonable and/or who take up an unwarranted amount of Council resources or impede the investigation of their complaint. The aim of this policy is to provide guidance on identifying such behaviour and how to deal with it proportionately.
- 1.2 We should always recognise that customers may sometimes act out of character at times of anxiety or distress and make reasonable allowances for that.
- 1.3 The aim of this policy is to contribute to our overall aim of dealing with all complaints in ways which are consistent, fair and reasonable whilst at the same time protecting Council employees from unacceptable behaviour.
- 1.4 This policy has been written with reference to guidance issued by the Local Government Ombudsman (LGO) on the management of unreasonable complainant behaviour (<http://www.lgo.org.uk/>)

2 Definition of unreasonable and unreasonably persistent complaint behaviour

- 2.1 For us, unreasonable and unreasonably persistent customers are those who, because of the frequency or nature of their contacts with the Council, hinder the Council's consideration of their own, or other customer's complaints and/or make complaints without sufficient grounds so as to cause annoyance or to waste Council time.

3 Examples of unreasonable actions and behaviours

- 3.1 Features of the types of complaint and of customer behaviour that this policy covers can include one or more of the following (the list is not exhaustive and does not imply that if such behaviour is evident that the policy will necessarily be applied):-
 - Refusing to specify the grounds of a complaint, despite offers of assistance.
 - Refusing to co-operate with the complaints investigation process.
 - Refusing to accept that certain issues are not within the scope of a complaints procedure.
 - Insisting on the complaint being dealt with in ways which are incompatible with the adopted complaints procedure or with good practice.

- Making unjustified complaints about employees who are trying to deal with the issues, and seeking to have them replaced.
- Changing the basis of the complaint as the investigation proceeds.
- Denying or changing statements made at an earlier stage.
- Introducing trivial or irrelevant new information at a late stage.
- Raising numerous, detailed but unimportant questions; insisting that they are answered.
- Covertly recording meetings and conversations. (Note - if Council employees suspect they are being recorded they are at liberty to end the conversation after explaining why they are doing so and alternative arrangements will be made for communicating with the customer).
- Submitting falsified documents from themselves or others.
- Adopting a 'scatter gun' approach: pursuing parallel complaints on the same issue with a variety of other organisations or within the Council.
- Making excessive demands on the time and resources of employees with lengthy telephone calls, emails to numerous Council employees, or detailed letters every few days, and expecting immediate responses.
- Submitting repeat complaints with minor additions/variations that the customer insists make these 'new' complaints.
- Refusing to accept the decision; repeatedly arguing points with no new evidence.
- Harassing or verbally or otherwise seeking to intimidate employees dealing with their complaint including the use of foul, abusive or racist language. (Note – employees are at liberty to end any such conversations immediately and without explanation).

4 Managing contact

- 4.1 We should ensure that the complaint is being, or has been, investigated properly in accordance with a complaints procedure.
- 4.2 **Issuing a warning:** The Head of Service, or appropriate senior officer, will contact the customer by telephone or in writing to explain why their behaviour is causing concern, asking them to change this behaviour and explaining what action will be taken if they do not.
- 4.3 **Apply an appropriate restriction:** Where inappropriate behaviour persists, the Council may apply a restriction which it considers to be proportionate to the nature and frequency of the customer's current contacts which could include:
- Placing limits on the number and duration of contacts with employees per week or month.
 - Offering a restricted time slot for necessary calls.
 - Limiting the customer to one medium of contact (telephone, letter, email etc).
 - Requiring the customer to communicate only with one named employee.
 - Requiring any personal contacts to take place in the presence of a witness and in a suitable location.

- Refusing to register and process further complaints about the same matter.

Where a decision on the complaint has been made, the Council can inform the customer that future correspondence will be read by the designated complaints officer for the directorate concerned and placed on the file but not acknowledged, unless it contains material new information.

4.4 Operating the policy: If a decision is taken to apply restricted access, the Head of Service, or appropriate senior officer, will write to the customer with a copy of this policy to explain:

- why the decision has been taken
- what it means for his or her contacts with the organisation
- how long any restrictions will last, and
- what the customer can do to have the decision reviewed (see 4.6)

Adequate records will be kept to show:

- when a decision is taken not to apply the policy when a member of staff has asked for this to be done, or
- when a decision is taken to make an exception to the policy once it has been applied, or
- when a decision is taken not to put a further complaint from this customer through one of our complaints procedures for any reason.

If complaints about new issues are made, these will be treated on their merits but the Council may consider whether any restrictions previously applied to the customer are still appropriate and necessary.

4.5 Review: When imposing a restriction on access, the Head of Service, or appropriate senior officer, will specify a review date (normally 3 months). Restrictions should be lifted and relationships returned to normal unless there are good grounds to extend the restrictions. The customer will be informed of the outcome of the review and, if restrictions are to continue, given an explanation as to the reasons and informed when the restrictions will next be reviewed (normally a further 3 months).

5 Referring customers to the Local Government Ombudsman

In some cases, relations between the Council and individual customers may break down badly while complaints are under investigation and there is little prospect of achieving a satisfactory outcome. In such circumstances there may be nothing to gain from following through all stages of the Council's complaints procedure. Where this occurs, the Head of Service should discuss with the County Secretary and Solicitor whether the customer should be advised to refer the matter to the LGO.

- 6 The Council may feel it appropriate to apply this policy when dealing with unreasonable complaint behaviour under any of its complaints procedures or otherwise when dealing with dissatisfied customers. It may also be applied when dealing with requests for information subject to appropriate provisions within the Freedom of information Act 2000 and/or guidance that may be issued by the Information Commissioner.

DRAFT

January 2012

Corporate Complaints Procedure

Introduction

The Council is committed to providing the best possible service it can. If we fail to do this we want to know about it so that we can deal with the specific problem, take steps to avoid it happening again and so that we can improve our services.

We will try to resolve most complaints on an informal basis at the first point of contact but this procedure explains how you can take up matters formally through the Council's **Corporate Complaints Procedure** if you think the service you have received from the Council is unsatisfactory.

What is a complaint?

For the purpose of this procedure, the Council accepts the Local Government Ombudsman's definition:-

"An expression of dissatisfaction by one or more members of the public about the Council's action or lack of action or about the standard of service, whether the action was taken or the service provided by the Council itself or a person or body acting on behalf of the Council"

Is this the right procedure for my complaint?

The Corporate Complaints Procedure deals with all complaints where there is not a specific or legal procedure to deal with the matter.

By law, the Council has to consider complaints about the following matters under separate procedures set by the Government:

- Complaints about social care issues relating to [children](#)
- Complaints about social care issues relating to [adults](#)
- Complaints against County Councillors should be e-mailed to codeofconduct@lancashire.gov.uk

The Council also has specific procedures to deal with complaints about the following:

- [Street lighting](#)
- [Highway defects](#)
- [Footpath obstruction](#)
- [Public transport services](#)
- [Quality of goods you have purchased from a shop or trader \(Trading Standards\)](#)

We cannot deal with:

- complaints about schools – these should be referred direct to the school
- any matter on which you have commenced legal action against the Council
- complaints from County Council employees in respect of matters relating to their employment.

Complaints received anonymously will be recorded and considered where the County Secretary and Solicitor feels that is appropriate, but action may be limited if there is insufficient information available to ensure a full and fair investigation.

Delays

It becomes increasingly difficult to ensure a fair investigation after a period of time has lapsed since the original incident occurred. Complaints reported after 12 months of the matter arising will only be investigated if the County Secretary and Solicitor considers there are special circumstances.

Outcomes

The aims of the Corporate Complaints Procedure are

- to assist the Council in providing a customer focussed service
- to provide a fair, effective, transparent and structured means to investigate complaints or concerns about service delivery promptly and, where we are at fault, to put things right
- to make sure that complaints are dealt with consistently throughout the Council
- to encourage constructive feedback
- to help us improve our services and encourage best practice by all staff
- to increase customer satisfaction in Council services and in the way we handle their feedback

How to make a complaint

We have tried to make this procedure as accessible and straightforward as possible. Customers can contact us about their concerns in any of the following ways:

- in person at any of our offices
- by telephone (each of our Directorates has a complaints officer and contact details are set out at the end of this document)
- by letter (contact details are set out at the end of this document)
- by [e-mail](#)
- by completing the on-line form on our website ([form](#))

Our investigations into your complaint will be thorough and unbiased, will be completed within strict timescales unless agreed with you otherwise and your confidentiality will be respected as far as possible.

The two stages of a complaint investigation

Unless the complaint can be resolved to your satisfaction informally, the following process will be followed:

Stage 1 - Investigation by the Service Directorate

- The complaint will be formally acknowledged by the Directorate you are complaining about.
- It will be recorded on the Council's electronic complaints management system
- Someone other than the person complained about will carry out a full investigation of the complaint and, wherever possible, send you a comprehensive reply within 15 working days of when you made the complaint.
- In exceptional circumstances where the issues raised are more complex and will take more than 15 days to investigate, we will let you know why we need more time, provide you with a progress report within the initial 15 working day period and inform you of when it will be possible to let you have a full response.

Stage 2 – Consideration by a panel of County Councillors

Most complaints that proceed to the formal stage are resolved to the customer's satisfaction at Stage 1. However, if you are not happy with the response you receive, you have the right to ask for your complaint to be considered by the County Council's Corporate Complaints Committee. Details of how to proceed to Stage 2 will be included in the Stage 1 response. Under Stage 2:-

- arrangements will be made for the Committee to meet as soon as is practicable to consider your complaint. Unless there are exceptional circumstances (which will be discussed with you), this meeting will be held within 3 months of receipt of the request to proceed to Stage 2.
- you will be entitled to attend the Committee as will representatives of the Service Directorate(s) involved.
- if you do wish to attend the meeting, it shall, so far as possible, be held on a date convenient to you.
- if you do not wish to attend, the meeting will be held in your absence but the Directorate may be represented by a Head of Service not directly connected with the complaint in order to provide clarification or advice on technical issues relating to the complaint and/or on actions the Committee recommend should be taken in response to the complaint.

- a letter confirming the Committee's decision will be forwarded to you within 3 working days of the meeting. This letter shall constitute the Stage 2 response.

What if you are still unhappy with the response you receive?

We hope to sort out your complaint to your satisfaction. However, if you are still not happy after both stages of the procedure have been completed, you can ask the Local Government Ombudsman, an independent 'watchdog', to investigate your complaint. Details of how to do that will be included in the Stage 2 response but the Ombudsman's address is

Local Government Ombudsman,
PO Box 4771
Coventry
CV4 0EU

e-mail: advice@lgo.org.uk

In most cases, the Ombudsman will expect that you have given the Council the opportunity to resolve the complaint through its own procedures before she will investigate it.

Management of unreasonable complaint behaviour

There are a small number of complainants who pursue their complaints in ways that are unreasonable and /or who take up an unwarranted amount of Council resources.

In such circumstances, the Council may choose to apply its policy on the management of unreasonable complainant behaviour ([hyperlink](#)) which has been drawn up in line with guidance issued by the Local Government Ombudsman. Such action is very rare and not taken lightly and complainants will be informed before any restrictions are applied to them in order that they might moderate their behaviour.

Management Information

It is important to us to use the information that we receive from complaints to improve service delivery. Complaints are therefore monitored, the information is reported as below and best practice is disseminated throughout the Council by the following practices:

- Every formal complaint is logged
- Progress is monitored
- Annual reports are considered by senior officers and County Councillors and any recommendations disseminated across the Council

Complainants have the option to record information about gender, age, ethnicity and disability. This information is used to ensure that our complaints system is accessible to all groups of customers.

Interpretation

The County Secretary and Solicitor will determine any matters of interpretation in this procedure.

Contact details for Complaints officers

OFFICE OF THE CHIEF EXECUTIVE

(General issues)

PO Box 78, County Hall, Preston, PR1 8XJ 01772 533416

RESOURCES DIRECTORATE

(Finance and Property issues)

PO Box 26, County Hall, Preston, PR1 OLD 01772 533284

ENVIRONMENT DIRECTORATE

(Highways and Transportation, Planning and Waste Management issues)

PO Box 9, County Hall, Preston, PR1 OLD 01772 534114

CHILDREN AND YOUNG PEOPLE

PO Box 61, County Hall, Preston, PR1 8RJ 01772 531699

Children Social Care;

PO Box 61, County Hall, Preston PR1 0LD 01772 530671

ADULT AND COMMUNITY

(Libraries, Museums, Welfare Rights, Registration Service)

County Offices, East Cliff, Preston, PR1 3EA 01772 531553

Adult Social Care;

NEA 13870, PO Box 162, Preston, PR1 3ER 08450 530009

Corporate Complaints Procedure: Formal Investigation

Name

Address

Daytime telephone number

E-mail address

Are you happy for us to correspond with you by e-mail? Yes/No

County Council Directorate concerned (if you know)

Reference on any previous correspondence

What do you think the Council did wrong?

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What do you think the Council should do to put things right?

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Urgency Committee of the Full Council

Meeting to be held on 17 January 2012

Electoral Division affected: None

Appointment to Independent Remuneration Panel

Contact for further information:

Chris Mather, (01772) 533559, Office of the Chief Executive

Executive Summary

The appointment of a member of the Independent Remuneration Panel.

Recommendation

To appoint Mrs Gail Stanley, MBE, DL, as a member of the Independent Remuneration Panel for a term of four years.

Background and Advice

The County Council is required by Regulations to put in place a Remuneration Panel to make recommendations to the Authority about the Allowances to be paid to Members. The Regulations require Panels to consist of at least 3 members and the county council has previously agreed that its Panel should consist of up to 5 members

The existing Members of the Panel are the following:

Gordon Johnson, DL (Chair)
Dennis Mendoros, OBE, DL

National guidance includes advice as to who should be appointed to Panels and indicates that candidates' knowledge of local government and the way it works should be considered. It also suggests that an Authority should consider the term of office of Members of the Panel.

At least one further member must be appointed to the Panel for it to be quorate. Notice of the vacancies inviting applications have been placed on the Council's website.

Only one application has been received, this being from Mrs Gail Stanley MBE, DL. Mrs Stanley has extensive knowledge of local government and the public sector and has served as chair of West Lancashire Borough Council's Independent Remuneration Panel since 2002

It is recommended that Mrs Stanley be appointed as a member of the Panel for a term of four years. Further efforts will be made to make additional appointments to ensure that the Panel can continue to discharge its responsibilities.

Consultations

N/A

Implications:

Financial: Members of the Panel receive an annual allowance £354 per annum plus travel costs.

**Local Government (Access to Information) Act 1985
List of Background Papers**

Paper	Date	Contact/Directorate/Ext
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Nil

Reason for inclusion in Part II, if appropriate

N/A