



Procedure agreement for support staff

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A – Introduction

1. In line with our core values, the University aims to provide an environment that is open, honest and transparent and where teamwork, mutual respect and diversity are valued. The University aims to assist all staff to work professionally and effectively, to enjoy job satisfaction and to maximise their contribution to the University’s vision for world class performance.
2. It is recognised that from time to time there will be issues that need to be addressed. The purpose of this Procedure Agreement is to provide a clear formal mechanism for addressing such issues in partnership with the Unions and in accordance with the University’s core values and with the principles of natural justice in a fair, impartial, open and consistent manner.
3. Both the University and the Unions accept that issues which do arise are often resolved quickly and satisfactorily by informal means and as near to the point of origin as possible. The Procedure Agreement therefore encourages these informal mechanisms where appropriate.
4. It is agreed that if an issue covered by the arrangements set out in this Agreement does arise, the parties shall work in partnership to resolve it in line with this Agreement. Accordingly there shall be no stoppage of work, strike, lockout or any other industrial action taken by either side pending such resolution.
5. Each of the parties to the Agreement may withdraw from it by giving three months’ notice in writing. The Agreement will be jointly reviewed on a periodical basis (this will normally be biennially, but may be reviewed at any time where changes need to be made).

B – General principles & glossary of terms

General principles

These general principles underpin all the procedures outlined in this Agreement:

1. The procedures within this Agreement apply to all support staff employed by the University of Leeds.
2. All members of staff have a right to be treated equally and with respect.
3. All investigations should be conducted thoroughly, consistently, fairly and in an appropriate manner.
4. All procedures will be applied without any distinction as to for example sex, pregnancy, marital or parental status, gender reassignment/transgender status, race, ethnic or national origin, colour, nationality, disability, sexual orientation, religion or belief (or non belief), age, or membership of a Trade Union.
5. When issues arise which may be covered by this Agreement, every effort should be made to resolve them through informal means, as near to the point of origin as possible, before formal mechanisms are set in motion.
6. The Procedures outlined in this Agreement should be applied as sympathetically and supportively as appropriate.
7. All staff members have the right to be accompanied by a Trade Union representative or a work place colleague at any meetings (informal or formal) that are called as a result of the procedures outlined in this Agreement. If a staff member's chosen representative is unavailable then they may request a postponement, usually not more than five working days (this 5 day period may be extended by mutual agreement).
8. It is the responsibility of the member of staff to decide whether or not they wish to be accompanied at the meeting, and to contact their chosen representative at the earliest opportunity.
9. Human Resources may be consulted by either party during any of the procedures detailed in this Agreement. They may attend meetings at the request of either party to provide guidance, support or advice.
10. Management are encouraged to seek the early involvement of their HR Manager/Officer in any of the procedures contained in this Agreement.
11. In order for issues to be resolved as quickly as possible other appropriate services may be involved in the procedure, e.g. mediation, counselling, occupational health.
12. All procedures will be applied in a timely manner and their resolution facilitated by the full cooperation of all parties. Timescales for all procedures are detailed within the relevant sections and reasons for any deviance from these timescales should be given. Meetings should take place without unreasonable delay and all parties should make every effort to attend all meetings.
13. Appropriate levels of confidentiality should be maintained at all times and information only divulged to third parties when absolutely necessary.

14. The University recognises that there may be factors both inside and outside of a member of staff's working life which may have an impact on their working life. If such factors are brought to the attention of the University it will, where relevant and reasonable, consider such factors in deciding upon any action.
15. Line managers and members of staff are both responsible for making sure that open communication is maintained and that discussion takes place at all times throughout informal and formal procedures.
16. Departments must keep a record of all informal and formal stages of the procedures.
17. There may be occasional exceptional circumstances where it is not necessary or appropriate to go through each section of the procedure. Where this is the case this will be discussed in full with the staff member and their representative.

Glossary of Terms

This glossary of terms explains what certain words mean as they appear in the Procedure Agreement

Term	Definition
Appeal	A process followed where the member of staff is not satisfied with the outcome of a formal decision
Appeal Manager	The manager who hears the appeal described above
Appeal Panel	The panel convened to hear the appeal
Appellant	Any person making an appeal
Capability	The ability to perform the work for which the person is employed to do (whether assessed by reference to skill, aptitude, health or any other physical or mental quality)
Capability Caution	A formal warning issued on the grounds of capability
Complainant	A person raising complaint / grievance
Disciplinary Hearing	Meeting to hear allegations made against an individual regarding their conduct
Disciplinary Manager	Manager hearing disciplinary case
Dismissal	The termination of a contract of employment by the University under this procedure
Head of Department	For the purpose of this document Head of Department will mean: <ul style="list-style-type: none"> • Head of Department • Head of School • Head of Institute • Head of Service as appropriate
Investigation Manager	Manager allocated to investigate issues surrounding allegations / complaint
Suspension	Removal from work and workplace whilst serious allegations are being investigated
Witness	Individual/s called to a hearing to provide evidence (Can be called by manager or staff)

C – Time off for Trade Union duties & activities

Introduction

1. The University of Leeds wishes to continue working in partnership with all the Trade Unions and acknowledges that individuals need reasonable time to undertake duties associated with their Trade Union work. Both the Trade Unions and the University of Leeds recognise that it is in their mutual best interest for each recognised Union to have an adequate number of properly trained people to represent the interests of their members.
2. In addition, TULReCA 1992 gives Trade Union officials a statutory right to reasonable paid time off to carry out certain Trade Union duties and the Employment Act 2002 makes provision for time off for Union Learning Representatives. The parties recognise their rights and responsibilities under this legislation and the following seeks to provide some clarification as to how the legislative scheme is applied at the University of Leeds.
3. This procedure applies to UNISON and Unite as the recognised Trade Unions for support staff within the University of Leeds.
4. This procedure sets out the facilities and provides guidance for dealing with time off for Trade Union duties and related activities

Trade Union Officials

5. A Trade Union Official is an employee of the University who has been elected or appointed in accordance with the rules of the Union to represent the members of that Union who are employees of the University of Leeds.
6. The number of Officials shall be agreed between the parties from time to time and their names and the constituencies they represent shall be notified in writing to the Director of Human Resources.
7. The Director of Human Resources will forward this information to the relevant sources, e.g. Heads of Schools.
8. Changes in representatives shall be similarly notified.

Definitions

Term	Definition
Duties	Trade Union duties are defined as duties concerned with the negotiations and other functions connected with, for example, pay and reward, terms and conditions of employment, allocation of work duties, engagement and non engagement of workers, matters of discipline etc.
Activities	Activities of a Trade Union Official can be defined as: <ul style="list-style-type: none">• meeting full time Officials to discuss issues relevant to the workplace;• voting in Union elections;• branch, area or regional meetings• annual conferences

	Please note these are examples of duties and activities– this list is not exhaustive.
Paid time off	Paid time off is defined as time off with normal contractual pay for the period of absence granted i.e. as if the Official had worked normally during the period in question.

Time off

9. The University of Leeds will grant reasonable paid time off during working hours to allow appropriate Trade Union Officials to:
- attend meetings with University representatives at all levels;
 - attend meetings of University Committees;
 - attend meetings on individual grievance and disciplinary matters where the Official is assisting a member of the Union;
 - meet with full-time officials of the Union in connection with specific issues affecting Union members;
 - attend formal meetings of the Union, either national, regional or local, where these have been convened by a full-time official to discuss industrial relations matters of relevance to branch members;
 - attend joint meetings, working parties and special groups convened as part of the national collective bargaining machinery;
 - attend courses organised by the TUC or the Union, subject to operational requirements and the appropriateness of the training course. The Union will provide syllabuses of training courses where required and give reasonable notice where nominations for training are made.
 - attend briefings held before or after the meetings described above;
 - attend the Union's national conference;
 - participate in Health & Safety duties;
 - undertake duties associated with the above e.g. preparation for meetings and discussions;
 - participate in such other duties as may be agreed by the University and the Union.
10. The majority of the above duties will be organised in advance and the necessary time off is dependent on permission from the Head of School/Department or nominee. Such permission is subject to the departmental exigencies but should not be unreasonably withheld. When seeking permission, Officials should give as much notice as possible however the University recognises that on occasions meetings will be called at short notice. Where possible line managers should recognise this and allow Trade Unions Officials some flexibility.

Other functions

11. Meetings

- 11.1. Whilst there is no statutory requirement that Union members or Officials be paid for time off during working hours for activities relating to their Trade Unions, the University accepts that it is reasonable on certain occasions to grant facilities for meetings during working hours for considering important issues.
- 11.2. Branch meetings will usually be held outside working hours. However it is recognised that the times of work do vary for some staff and in these circumstances if a branch meeting is held when a particular official/member should be working it is expected that they will be granted time off with pay in order to attend.

12. Branch administration

- 12.1. It is recognised that branch administration, correspondence, maintaining membership records, discussions with members about matters of general interest etc., are ordinarily conducted in the members' and officials' own time.

13. Union Learning Representatives

- 13.1. Employees who are a member of an independent Trade Union recognised by the University can take reasonable time off to undertake the duties of a Union Learning Representative providing:

- the union has given the University notice, in writing, that the employee is a learning representative
- the learning representative has been sufficiently trained to carry out the required duties

- 13.2. The functions which a Union Learning Representative is allowed reasonable time off for are as follows:

- analysing learning or training needs
- providing information and advice about learning or training matters
- arranging learning or training
- promoting the value of learning or training
- consulting the employer about the above activities
- preparation to carry out the above activities
- undergoing relevant training

14. Health and Safety Representatives

- 14.1. A Union representative is allowed time off for the following duties relating to Health and Safety:

- attending University Health and Safety meetings
- attending Health and Safety inspections
- promoting Health and Safety
- analysing Health and Safety statistics
- preparation to carry out the above activities
- undergoing relevant training

15. Equality and Diversity Representatives

- 15.1. A Union representative is allowed time off for the following duties relating to Equality and Diversity

- attending Equality and Diversity meetings
- promoting Equality and Diversity
- analysing Equality statistics
- preparation to carry out the above activities
- undergoing relevant training

Facilities

The University will:

- where possible make accommodation available for Union meetings;
- provide notice boards for official Union announcements;
- provide reasonable office accommodation for the Union;
- on request provide the Union with reasonable information to enable it to identify its membership;
- provide check off facilities for the deduction of Union subscriptions at source. The Union will be charged an administrative fee for this facility.

D – The local Joint Committees

The local Joint Committees

This Agreement provides for the setting up of Local Joint Committees as follows:

- The Local Joint Committee with Unite (Amicus section)
- The Local Joint Committee with UNISON

Each Local Joint Committee shall have the functions, constitution and procedural arrangements as shown below.

Functions

1. Negotiation

The Local Joint Committee is the negotiating body as between the University and the internal Union representatives. Matters for negotiation shall comprise those relating directly to pay or conditions of service that affect groups of staff collectively and which are the subject of local determination or local implementation when they are determined nationally.

2. Consultation

The University recognises the legitimate right of its staff to be consulted about matters that affect them as employees and considers that an effective means of such consultation is through the internal Union representatives in the Local Joint Committee. Such matters include further education and training arrangements, superannuation and car parking, and other issues that may be raised by committees of the Senate or the Council or where a statutory requirement to consult exists.

Constitution

The constitution of the Local Joint Committee shall be:

- three members appointed by the University
- three internal members appointed by the Unions

Either party may, by agreement, invite other people, including the full time trade Union official, to the Committees on an ad hoc basis either e.g. to speak on a particular issue, or in an advisory capacity. These requests will not be unreasonably refused.

General procedural arrangements

3. The Director of Human Resources will nominate a Secretary to the Local Joint Committee which will meet no less than three times a year. Additional meetings may be called at the request of either side.
4. The Pro-Vice-Chancellor for Staff (or nominee) will chair all Local Joint Committees.
5. The quorum of the Local Joint Committee shall be two University members and two internal Union members, with provision for each side to arrange for substitutes if a member is unable to attend a meeting.

6. The Secretary will produce minutes of the meetings of the Local Joint Committee, for agreement by both sides.

Procedure for negotiations & the resolution of issues

7. Agreements of the Local Joint Committee shall be reached by a majority vote from each side i.e. by at least two of the University members and at least two of the internal Union members.
8. Each side may be given advice by its principal (detailed below), within individual Union rules, as to the limits within which it may negotiate. Negotiated agreements are always subject to ratification by the principals. For the purposes of the Agreement, principals are defined as:
 - for the University - the Council or the Pro-Chancellor acting on behalf of the Council
 - for the Union - the Leeds University branch of the Union
9. Where agreement in the Local Joint Committee is not reached it will be open to one or both sides jointly to recommend referral to independent conciliation or arbitration through the offices of the Advisory Conciliation and Arbitration Service. In such circumstances, the extent to which any arbitration shall be binding will be determined by the parties at the time, solely in relation to the issue in question.

E – Capability procedure

Introduction

1. The University of Leeds recognises that all members of staff have a contractual obligation to achieve a satisfactory level of performance and that they should be given help and encouragement to reach it. The University and the Trade Unions accept that unfortunately on occasion unsatisfactory performance due to capability, i.e. inadequate performance or sickness absence, does occur. The purpose of this procedure is to ensure a fair and equitable process is followed in managing these capability issues.
2. This procedure applies to all support staff (except those on probation) employed by the University of Leeds.

Principles

3. Staff will be invited to discuss matters relating to their capability with their line manager. Open communication will take place at all times.
4. Departments are expected to keep a record of issues relating to capability (e.g. for performance matters, notes of any meetings regarding performance or for sickness matters, the sickness absence records of their staff)
5. Capability cautions, and ultimately dismissal, under these procedures will be a last resort and will normally only be considered when appropriate informal avenues have been explored.
6. The member of staff will have the right of appeal at all formal stages.

Procedures for dealing with capability issues

7. If interventions for dealing informally with performance or ill health issues have not resulted in an acceptable standard of capability, the formal measures should be embarked upon.
8. Progress through the stages of capability cautions will normally be cumulative, progressing from oral, through written and final written caution before consideration of dismissal. At each stage, performance/absence should be regularly monitored, reviewed and appropriate training and support offered.
9. Exceptionally however, it may be necessary in some circumstances, where an individual has prolonged ill health without any realistic prospect of being able to return to work within a reasonable period or is unable to continue or maintain regular attendance (as supported by appropriate medical evidence), to consider the future employment of the individual without having gone through all the capability stages (see section on “Prolonged ill health” below).
10. At each stage of the procedure, the standard of performance expected and the timescales for improvement and, where appropriate, the assistance available to help the member of staff achieve the required standard must be made clear. These matters should be addressed in writing in the note of confirmation of the outcome (formal or informal) regardless of whether any caution is issued under the capability procedure.

11. At all stages staff will be encouraged and supported in order to attempt to achieve acceptable standards.

Capability meetings

Stage 1 capability meeting

12. Written request to attend meeting
 - 12.1. A letter will be sent by the line manager to the employee requesting that they attend a meeting to discuss matters of their capability, due to poor performance/ sickness absence. This will be sent at least 10 working days (15 working days in the case of potential dismissal) in advance of the meeting and the letter will state the following:
 - the nature of the capability (performance/absence) issues (with any management statement/evidence)
 - the date, time and location of the meeting
 - the right to be accompanied by a Trade Union representative or workplace colleague
 - the names and roles of people who will be present at the meeting
 - the right of the employee to provide any statements relating to the issues to be discussed e.g. in mitigation/defence and that these should be submitted at least 5 working days before the meeting.
13. The capability meeting
 - 13.1. The meeting will normally be held with the individual and their line manager. HR may attend to provide any support and guidance.
 - 13.2. Members of staff shall take all reasonable steps to attend any capability meetings. If an individual is unable to attend a meeting (including unforeseen circumstances, such as illness) they should inform their line manager as soon as possible, so that the meeting can be re-arranged for another date, which should take place no later than 20 working days after the date of the original meeting. If the member of staff otherwise fails to attend or chooses not to attend, a decision will be taken in their absence.
 - 13.3. At the meeting, the line manager will outline the capability issues and summarise details of all informal action previously taken.
 - 13.4. The individual will have the opportunity to respond, state their case and present any mitigating evidence as appropriate.
 - 13.5. The meeting may be adjourned to seek further clarification of any issues raised as appropriate.
 - 13.6. The meeting will take account of the expected standards for the role and any support and guidance provided to help meet these standards and will take account of any information provided by the individual and its relevance to the case.
14. Outcome of the meeting
 - 14.1. The outcome of the meeting will be to confirm any further improvements expected and the timescales for improvement, with any support, training and assistance

available to help the member of staff to achieve the required standard and the consequences of lack of improvement. At the meeting a monitoring and review process and period should be agreed, the length of which will depend on the nature of the necessary improvements.

- 14.2. The outcome will be confirmed in writing within 10 working days of the capability meeting.
- 14.3. A capability caution may be issued at this stage and will normally be effective for a period of 6 months. If a caution has been issued this will be stated in the letter.
- 14.4. At the end of the caution period, if there has been improvement and the issues satisfactorily resolved, the caution will be removed. If the monitoring period set at the stage 1 meeting is sooner than the 6 month caution period and at the end of this monitoring period the issues have been satisfactorily resolved, it is possible to remove the capability caution prior to its expiry date.
- 14.5. The right of appeal must also be explained (details below – “Right of appeal” section).

Stage 2 capability meeting

- 14.6. The capability meeting and outcome at Stage 2
 - 14.6.1. If there has been unsatisfactory improvement (or if there has been other/further poor performance), a further capability meeting will be arranged.
 - 14.6.2. At stage 2 the meeting will consist of the line manager, Head of Department (or nominee) and the staff member. As with stage 1, the member of staff will be formally invited in writing to attend the meeting (see 12 above) and may have a trade union representative present. The HR Manager/Officer may attend to provide any guidance and advice.
 - 14.6.3. The meeting, including the outcome, will take the same format as stage 1 above.
 - 14.6.4. A further capability caution may be issued, which will normally be effective for a period of 12 months, and which must state that continued poor performance could ultimately lead to dismissal.
 - 14.6.5. All actions agreed will be confirmed in writing within 10 working days of the capability meeting (as detailed in stage 1 above).

Right of appeal

15. The member of staff may seek an independent review of their case against any capability caution issued. Their request for formal review should be submitted in writing to the Director of HR within 10 working days of the written confirmation of the outcome of the capability meeting. The Director of HR will nominate an independent manager and HR manager to conduct the review

Dismissal

16. In some circumstances it may be necessary to terminate an individual's contract on the grounds of capability. This will only be considered after all other avenues mentioned above have been explored.

17. If dismissal is under consideration because the member of staff's performance does not reach a satisfactory level following the exhaustion of all informal and caution stages as appropriate, consideration should be given, subject to sufficient work being available at an appropriate level, to offering work in a different post as a possible alternative to dismissal. This may be at a lower grade (and if so, will therefore be paid at this lower salary). Where such a transfer is affected, the individual will be given 6 months to achieve a satisfactory standard of performance in the new post. If this is not achieved, dismissal will follow. If transfer to an alternative post proves impracticable or unacceptable to either party, the procedure will revert to the dismissal process.
18. Where dismissal due to capability (ill health or performance) is being considered the department in conjunction with HR should prepare a written case giving a summary of the case and stating why the dismissal is necessary to the University Secretary/Pro-Vice Chancellor for Staff. A copy of the case should also be sent to the employee.
19. A hearing will be arranged for the individual to attend should they wish and if they are able to do so (arrangements for requesting the meeting will be in line with paragraph 12 above). With the agreement of the individual and Trade Union representative (where appropriate) the University Secretary/Pro-Vice Chancellor for Staff may consider the case in the employee's absence.
20. A formal decision will be delivered in writing within 15 working days of the meeting. Where dismissal is confirmed, the member of staff will have the right of appeal ("Appeals against dismissal" section below).

Prolonged ill health

21. Where an individual has prolonged ill health without any realistic prospect of being able to return to work within a reasonable period or is unable to continue or maintain regular attendance (as supported by appropriate medical evidence) it may be appropriate to consider the future employment of the individual, without having gone through all the above capability meetings/cautions stages. In such circumstances, a written case will be submitted to the University Secretary/Pro-Vice Chancellor for Staff. The member of staff will be sent a copy of the case and given the opportunity to either meet with the Secretary/PVC (personally or via a union representative) or to submit a written response for consideration. The decision will be communicated to the member of staff within 15 working days of hearing the case. The member of staff will have the right of appeal, as outlined in the "Appeals against dismissal" section below.
22. The provisions in the above paragraph may also include cases where an individual has a prolonged health or disability issue and is unable to continue to perform the role that he/she was employed to carry out and where redeployment or ill-health retirement options have not proved possible.

Appeals against dismissal

23. In all cases, a member of staff has the right to appeal against the decision to dismiss and this should be submitted in writing to the Director of Human Resources within 10 working days of receiving the decision in writing, stating the reason(s) for the appeal.
24. An appeal against dismissal will be considered by an Appeal Panel comprising three members appointed by the University Council, none of whom shall have been involved previously in the case. The appellant may be accompanied by a trade union official or workplace colleague for the purpose of presenting his/her case.

25. Written notice of the appeal hearing, including date, time, location and roles of those attending the appeal hearing, will be sent to the appellant at least 5 working days in advance. If the date or time is inconvenient this should be notified to the Director of HR immediately so that an alternative date can be arranged.
26. The Appeal Panel will ensure that the hearing is conducted in a fair and equitable manner and ensure that all parties are able to make their case.
27. The Appeal Panel's decision will be conveyed to the appellant in writing within 5 working days of the hearing.
28. An Appeal Panel hearing an appeal may uphold, or fail an appeal, or may substitute different sanctions/warnings.
29. The decision of the appeal hearing panel is final and ends the University of Leeds' internal procedures.

F – Grievance procedure

Introduction

1. It is recognised that from time to time in an employment relationship members of staff may have grievances or complaints concerning their work, working relationships or work environment. The aim of this grievance procedure is to provide a process to settle all grievances/ complaints as promptly and fairly as possible and as near to the source of the grievance as is possible.
2. This procedure takes into account the revised ACAS Code of Practice, which came into force on 6 April 2009

Principles

3. The purpose of the grievance procedure is to encourage resolution at a local level. Where possible therefore staff should be encouraged to deal with all grievances informally via their line manager in the first instance. However, where this is not deemed possible, 3 formal stages are described below:
 - Stage 1 – Head of Department (or nominee)
 - Stage 2 – Director of HR
 - Stage 3 – Pro-vice Chancellor
4. Depending on individual circumstances it may be appropriate to omit stages of the formal process.
5. Once a grievance has been submitted the 'status quo' (i.e. the working and managerial arrangements which applied before the grievance) will, unless waived by both parties, be maintained until the grievance has been resolved or the grievance process has been exhausted.
6. If appropriate, mediation should be encouraged to assist in the resolution of a grievance.
7. This procedure does not apply to any grievance relating to capability and grading and salary issues - these are dealt with solely by the separate procedures relating to such matters. Any grievance raised as part of a disciplinary or dismissal will be dealt with as part of the disciplinary process and WILL NOT interfere with the normal disciplinary process.
8. As far as is possible it is expected that grievances will, with the co-operation of the relevant parties, be resolved in a timely manner within the timescales set out in the procedure. It is expected that all parties endeavour to resolve all issues as soon as is practicably possible within the timescales set out in the procedure. Reasons for any slippage should be given in writing.
9. Full written records will be kept at each formal stage of the grievance. These records should include the nature of the grievance, a copy of any written grievances, and the University's response at each stage, any action taken and the reasons for the action, the success or not of the action taken.

Stage 1

10. Where possible all staff should be encouraged to deal with all grievances informally, but where this has not been possible, the member of staff should put their grievance in writing to the Head of Department.
11. The Head of Department (or nominee) will meet with the complainant within 10 working days of receiving the grievance. The complainant will receive notification of this meeting in writing and the letter will include the option to be accompanied by a Trade Union representative or a work place colleague. The purpose of the meeting will be to ascertain the exact nature of the concerns raised, to understand what, if anything, has already been implemented to resolve the grievance, to ensure they have all the necessary information and if possible facilitate a resolution. The Head of Department may have to undertake an investigation, interview other members of staff etc in order to settle the grievance.
12. The Head of Department should seek the support and advice of their HR Manager at this stage.
13. If the grievance involves a third party the Head of Department may need to have a further meeting with both parties, with the aim of facilitating a resolution. The third party is entitled to receive details on the nature of the allegation relating to them in writing.
14. Following the initial meeting with the complainant, any subsequent meetings and investigations, the Head of Department will write to the complainant detailing the nature of the grievance and any resolutions agreed or proposed. This written response should be sent within 20 working days of receipt of the stage 1 grievance letter.
15. If the grievance involves the Head of Department, or the Head of Department is absent, then the complainant should raise the grievance with the Faculty Dean/Head of Service who should follow the steps outlined in paragraphs 11 to 14 above.
16. The Faculty Dean should be made aware of all Stage 1 grievances within the Faculty

Stage 2

17. It is expected that in most cases the complainant will have tried to resolve the grievance via the informal process and stage 1 of the procedure. If it has not been possible to resolve a grievance under stage 1 then the member of staff should put their grievance in writing to the Director of Human Resources within 10 working days of receipt of the outcome from the previous stage. The complainant should also include any details of previous attempts to resolve the grievance and why they have been unsuccessful.
18. The Director of Human Resources will nominate an HR manager (not being a person involved at an earlier stage) who will consider the grievance.
19. The Director of HR or nominee will meet with the complainant within 10 working days of receiving the final stage grievance. The complainant will receive notification of this meeting in writing and letter will include the option to be accompanied by a Trade Union representative or a work place colleague. The purpose of the meeting will be to ascertain the exact nature of the concerns raised, to understand what, if anything, has already been implemented to resolve the grievance.

20. The Director of HR or nominee will meet the complainant, and may then carry out an investigation into the circumstances surrounding the grievance and meet with the other relevant parties involved to date.
21. The grievance should normally be concluded and a response written to the individual within 20 working days of the stage 2 grievance being received.

Final stage

22. If after completing all of the above procedures the grievance remains unresolved, the member of staff may appeal to the Pro-Vice-Chancellor for Staff for consideration by a grievance panel. The appeal must be submitted within 10 days of receipt of the outcome from the previous stage (stage 2).
23. The complainant must put in writing the reason for the continued grievance and any details of previous attempts to resolve the grievance and why they have been unsuccessful.
24. The Pro-Vice-Chancellor will make arrangements for a grievance panel meeting. The panel will comprise three members: two members of University Council and the Pro-Vice-Chancellor as Chair. Arrangements for the meeting should normally be communicated to the complainant within 10 working days of receiving the appeal. Reasons for any slippage should be given in writing.
25. A member of HR (not being a person included at an earlier stage) will act as secretary and advisor to the panel.
26. The complainant will be given a minimum of 10 working days notice of the meeting in writing and the notice will include the option to be accompanied by a Trade Union representative or a workplace colleague.
27. If the complainant wishes to call any witnesses appropriate to their case, their names should be submitted to the secretary to the panel 5 working days before the meeting.
28. If the grievance is against another person, that person may be required to attend the meeting.
29. The meeting will be conducted in an equitable and fair manner and the chair of the panel will ensure equal treatment of all parties. The Chair will ensure that the panel considers all aspects of the grievance and that all parties are able to make their case.
30. The appeal panel will deliberate in private and may seek further clarification on any issues raised.
31. The Chair of the panel will write to the complainant within 5 working days of the meeting confirming the decision of the panel and outlining the reasons for the decision.
32. The decision of the appeal panel is final and ends the University of Leeds' internal procedures.

G – Disciplinary procedure

Introduction

1. The University of Leeds recognises that it is the responsibility of all staff to ensure that acceptable levels of conduct and behaviour are maintained at all times. The University and the Trade Unions accept that unfortunately, on rare occasions, unsatisfactory behaviour does occur. The purpose of this procedure is to ensure fair and equitable treatment for all staff in the event of alleged unsatisfactory conduct or behaviour.
2. This procedure takes into account the revised ACAS Code of Practice, which came into force on 6 April 2009.

Principles

3. No formal disciplinary action will be taken until the matter has been fully investigated and/or evidence provided.
4. Except for cases of gross misconduct, gross negligence or gross incompetence, no member of staff will be dismissed for a first breach of discipline.
5. Matters relating to sickness, capability or performance will be dealt with under separate procedures to ensure that members of staff, who are experiencing difficulties, are managed appropriately.
6. These procedures shall not apply to the proposed dismissal of a member of staff where that dismissal arises from the expiry of a fixed term contract, or the proposed non-confirmation in post of a member of staff on probation.
7. If at any stage of the disciplinary process it emerges that the member of staff's conduct or behaviour may be due to a medical condition the Disciplinary Manager shall consider whether it would be appropriate to adjourn the proceedings to obtain medical reports, transfer the matter to another procedure or continue with the disciplinary proceedings, taking the member of staff's medical condition into account as appropriate.
8. Any disciplinary warnings given should be used to improve behaviour rather than as a punishment.
9. Depending on the individual circumstances of the case, including the seriousness of the allegations, it may be appropriate to omit stages of the formal process.
10. Full written records and notes should be kept at all stages of the process both informal and formal and should be treated as confidential.
11. A number of minor offences may amount to a more serious offence. Failure to respond to warnings about misconduct may ultimately lead to dismissal.
12. Where a disciplinary penalty is imposed, the member of staff shall be informed in writing of their right of appeal against the decision.

Investigation

13. Any meetings held as part of an investigation may inform the formal process in the future.
14. The purpose of the investigation is to determine whether there is a prima facie case to present to a disciplinary hearing.
15. The investigation will be carried out objectively by the Investigation Manager and Human Resources will assist and advise during the investigation.
16. During the investigation any appropriate witnesses will be interviewed and may be asked to provide signed statements. A note of each meeting should be kept.
17. As part of the investigation, the employee may be asked to attend an investigation meeting. The employee will have the right to be accompanied by a Trade Union representative or workplace colleague at this meeting. The purpose of this meeting is to enable the investigator to get a full version of events prior to making any decision about whether there is a case to answer and to allow any further investigations to take place.
18. On completion of the investigation a report should be written including recommendations. Where formal disciplinary action is recommended, the report will be used as a basis for the management report.

Suspension

19. Suspension is a precautionary measure while an allegation of serious misconduct is investigated. This is not a disciplinary penalty.
20. Where an allegation of a serious offence has been made against a member of staff, it may be appropriate to suspend the member of staff from duty for a period which should be as short as possible but may in some cases be necessary until the disciplinary process is completed. Prior to suspension all alternatives must be considered e.g. transfer to another area.
21. Suspensions from duty must be authorised by the Director of Human Resources or the Deputy Vice-Chancellor.
22. All suspensions must be confirmed in writing, the letter making it clear that it is not a disciplinary penalty, and will be without detriment to normal full pay and should be regularly reviewed by the Director of Human Resources.
23. If following an investigation it is decided that no disciplinary action should be taken, or that action short of dismissal would be appropriate, the precautionary suspension will then be withdrawn (subject to any conditions that may be attached to action short of dismissal). In such circumstances, the details of the return to duties, including date of return and any supportive measures deemed appropriate, will be agreed between the individual and their line manager and confirmed in writing to the member of staff.

Formal procedure

24. If on completion of the investigation it has been established that disciplinary action is appropriate, a formal disciplinary meeting with the member of staff will be arranged.

25. A letter will be sent to the employee requesting that they attend a disciplinary meeting at least 10 working days in advance of the meeting (15 working days in the case of potential dismissals).
26. The letter will state the following:
 - the nature of the allegations and that the meeting will be a formal disciplinary hearing held in accordance with the procedure
 - the date, time and location of the meeting
 - the right to be accompanied by a Trade Union representative or workplace colleague
 - a full copy of the management statement of the case including any witness statements and reference to any investigation held
 - the names and roles of people who will be present at the meeting
 - that a possible outcome may be that disciplinary action is taken, (or dismissal where appropriate)
 - the right to provide any statements or witnesses in mitigation/defence of their actions and that these should be submitted at least 5 working days before the hearing
27. The 'Disciplinary Manager' hearing the case will be as laid down in Appendix 1 attached.

The disciplinary meeting

28. Members of staff shall take all reasonable steps to attend any disciplinary meetings. If a member of staff is unable to attend a meeting (including unforeseen circumstances, such as illness) they should inform the Disciplinary Manager as soon as possible, so that the meeting can be re-arranged for another date, which should normally take place no later than 20 working days of the original planned hearing date. If the member of staff otherwise fails to attend the meeting without good reason, a decision may be taken in their absence.
29. A member of Human Resources who has not been involved in the case at an earlier stage will act as secretary at the meeting including taking notes of the hearing. He/she will also act as advisor to the Disciplinary Manager.
30. The Disciplinary Manager will ensure that the meeting is conducted in a fair and equitable manner that all parties are able to make their case and that consideration is given to all aspects of the case.
31. The Disciplinary Manager will introduce proceedings and outline the reason for the meeting.
32. Both the member of staff and the investigation manager presenting the case will be given the opportunity to make preliminary statements at the start of the meeting so that it is clear what is being contended and the points of fact being disputed.
33. The case against the employee will be presented by the investigation manager who will outline the case and present any evidence/witnesses as appropriate.
34. The employee or their representative will have the opportunity to state their case and present any evidence/witnesses as appropriate.

35. All witnesses may be questioned by all parties.
36. The Disciplinary Manager or HR Advisor may seek further clarification of any issues raised.
37. Once both parties have completed their case, the meeting will recess whilst the Disciplinary Manager considers all the evidence and circumstances.
38. The Disciplinary Manager will confirm the outcome of the hearing in writing, and normally within 5 working days. Any delays will be exceptional and reasons for the delay will be explained at the meeting.
39. Where disciplinary action is taken and a warning (or dismissal) is issued, the member of staff will be advised as follows:
 - the level and length of warning given; (see appendix 1)
 - the reasons for the warning;
 - any improvement expected, and where appropriate with timescales;
 - the consequences if the improvements are not met or sustained;
 - right of appeal against the sanction and the process to follow;
 - dismissal will be confirmed in writing, explaining the reasons for the decision to dismiss and the right of appeal.

Criminal offences

40. Criminal offences that occur outside employment will not be treated as an automatic reason for disciplinary action. However, consideration shall be given to the seriousness and nature of the offence and any penalty imposed, in relation to the member of staff's work position, or the effect on other employees or students, before making a decision. Where the alleged offence requires prompt attention or there is likely to be a delay in the criminal proceedings, the University need not await the outcome of the prosecution before taking fair and reasonable action.

Trade Union officials

41. Normally no disciplinary action will be taken against an elected branch representative of the Trade Union until the circumstances of the case have been discussed with a full-time officer of the Trade Union.

Appeals against disciplinary action

42. A member of staff has the right to appeal against any disciplinary action taken against him/her as an outcome of the disciplinary process.
43. An appeal should be submitted in writing to the Appeal Manager indicated in Appendix 1 attached, within 10 working days of the written confirmation of the decision and should state the reason(s) for the appeal.
44. Written notice of the appeal hearing, including date, time, location and roles of those attending the appeal hearing, will be sent to the appellant by the Appeal Manager at least 5 working days in advance. If the date or time is inconvenient this should be notified to the Appeal Manager immediately so that an alternative date can be arranged.

45. The appellant will be notified of his/her right to be represented at the hearing by a Trade Union representative or workplace colleague and his/her right to call witnesses and produce evidence relevant to his/her defence. The appellant will notify the Appeal Manager in writing of the names of any witnesses they intend to call in advance of the hearing at least 5 working days prior to the hearing.
46. Where disciplinary action has taken the form of dismissal with notice, the appeals procedure will where feasible, be carried out during the period of notice. Where the appellant has been summarily dismissed i.e. without notice, then the appeal procedure will be carried out during the period of notice to which he/she would have been entitled had dismissal not been on a summary basis. The period during which the appeal procedure will be carried out may be varied by agreement.
47. An appeal against dismissal will be considered by an Appeal Panel comprising three members established under the edict of University Council, none of whom shall have been involved previously in the case. The appellant may be accompanied by an internal or external trade union official for the purpose of presenting his/her case.
48. The Appeal Manager/Chair of the Appeal Panel is entitled, at his/her discretion, to convene a preliminary meeting with the representatives of both sides in order to review the precise conduct of the hearing and to clarify what points are at issue. The appellant will be informed in writing if this is the case.
49. Where an appellant attends a meeting unaccompanied the Appeal Manager/Chair will ensure that he/she is aware of the right to be accompanied.
50. The Appeal Manager/Chair will ensure that the hearing is conducted in a fair and equitable manner and will give all parties the opportunity to make their case.
51. The Appeal Manager/Chair will ensure equal treatment of all parties and ensure that consideration is given to all aspects of the case.
52. A member of HR (not being a person previously involved in an earlier stage of the case) will act as secretary and advisor to the Appeal Manager/Chair.
53. The Appeal Panel may seek further clarification of any issues raised.
54. All parties excepting the panel and the secretary will withdraw and the panel shall deliberate in private.
55. An Appeal Manager/Panel hearing an appeal may substitute different disciplinary action or uphold, or reject an appeal.
56. The Appeal Manager/Panel's decision will be conveyed to the appellant in writing, normally within 5 working days of the hearing.
57. The decision of the appeal hearing panel will be final and ends the University of Leeds' internal procedures.

H – Redundancy procedure

(agreed July 2013)

Introduction

1. This policy applies to all support staff on initiation of Stage 5 of the Organisational change policy http://www.leeds.ac.uk/comms/for_staff/restricted/orgchange2012.pdf.
2. The University is committed to protecting the security of employment of all its staff, as far as possible, and avoiding wherever possible compulsory redundancies. It is however, recognised that there will be occasions when financial pressures, changes in the demand for services, funding provision, or organisational, technological or academic developments impact on staffing requirements, and therefore it is not possible to secure continued employment. In such cases the University will seek to minimise the effect of redundancies by seeking redeployment opportunities as appropriate and by adopting a fair, consistent and sensitive approach.
3. The guiding principles of this procedure are to:
 - enable the University to provide education, promote learning and engage in research efficiently and economically; and
 - to apply the principles of justice and fairness to all staff; and
 - to reflect the University's acknowledgement of its responsibility to all staff, in its role as an employer.

Definition of redundancy

4. The statutory definition of redundancy, as set out in the Employment Rights Act 1996, is that a redundancy occurs 'where a dismissal is wholly or mainly because:
 - the employer has ceased, or intends to cease, to carry on the business for the purposes of which the employee was so employed;
 - the employer has ceased, or intends to cease, to carry on the business in the place where the employee was so employed;
 - the requirements of the business for employees to carry out work of a particular kind has ceased or diminished, or are expected to cease or diminish;
 - the requirements of the business for the employees to carry out work of a particular kind, in the place where they were so employed, has ceased or diminished, or are expected to cease or diminish.

Assistance to staff at risk of redundancy

5. Collective consultation with the trade unions will have commenced through ESRG. Staff at risk will have been engaged in an individual consultation process from an early stage and this will continue up to the date redundancy is effective. The points discussed during the individual consultation will have been recorded and confirmed to the member of staff in writing. Where a member of staff is eligible their details will have been forwarded to the Redeployment Service in order to try and identify potential comparable alternative employment.
6. The HR Manager, member of staff and the redeployment team will continue to actively seek appropriate alternative employment and an employee can be offered continuing employment at any time up to the date redundancy is effective. Members of staff are expected to engage fully and timeously in the consultation and redeployment

processes to maximise their effectiveness. It is acknowledged that redeployment may be found in the later stages of consultation or after notice has been served.

7. Details of other forms of support available to staff can be found in the policy on Support through Organisational Change which can be found at http://hr.leeds.ac.uk/info/65/organisational_change/40/support_through_organisational_change.

Procedure

8. On initiation of Stage 5¹ of the Organisational change policy, a Redundancy Committee will be established by order of Council. Any Redundancy Committee shall comprise:
 - a Chair, and
 - two members of the Council, not being employed by the University and nominated by Council; and
 - two members of the Council employed by the University, nominated by the Council.
9. The Redundancy Committee shall:
 - consider the reports submitted to Council at the end of Stage 4 and any additional paperwork; and
 - recommend the requisite members of support staff for dismissal by reason of redundancy; and
 - report their recommendations to the Council.
10. The Council shall either approve the recommendation made by the Redundancy Committee, or refer the case(s) back to the Redundancy Committee for further consideration.

Notice of dismissal

11. Where the redundancy selection has been approved by Council, it will authorise an appropriate Officer of the University as its delegate to meet with the individual(s) selected to inform them about their dismissal on the grounds of redundancy². This will be followed up and confirmed in writing. The letter shall include:
 - an account of the selection process;
 - the redundancy payment and how this has been calculated;
 - the right of appeal against the dismissal;
 - the date the dismissal shall take place.
12. The notice period for staff dismissed on the grounds of redundancy shall be given in accordance with the individual member of staff's contract of employment.
13. All staff under notice of redundancy shall be given a reasonable amount of paid time off to look for work or arrange training.

¹ Stage 4 is complete when a report is submitted to Council (with comments from ESRG and from staff meetings) with a proposal to proceed to stage 5.

² No member of staff will receive written notification about their dismissal without first attending a meeting with an appropriate Officer of the University.

Appeals against dismissal

14. A member of staff has the right to appeal against the decision to dismiss on the grounds of redundancy. This should be submitted in writing to the Director of Human Resources within 10 working days of receiving the decision in writing, stating the reason(s) for the appeal.
15. An appeal against dismissal shall be considered by an Appeal Panel comprising three Deans appointed by Council, none of whom shall have been involved previously in the case. The appellant may be accompanied by a trade union official or workplace colleague for the purpose of presenting his/her case.
16. Written notice of the appeal hearing, including date, time, location and roles of those attending the appeal hearing, will be sent to the appellant at least 5 working days in advance. If the date or time is inconvenient this should be notified to the Director of Human Resources immediately, so that an alternative date can be arranged.
17. The Appeal Panel will ensure that the hearing is conducted in a fair and equitable manner and ensure that all parties are able to make their case.
18. The Appeal Panel's decision will be conveyed to the appellant in writing normally within 5 working days of the hearing.
19. An Appeal Panel may uphold, or fail an appeal. If the appeal is upheld, the Director of Human Resources will:
 - refer the matter back to the Redundancy Committee for reconsideration where fairness of process/procedure was the stated grounds of the appeal; or
 - reinstate the member of staff to the same job or a suitable alternative role; or
 - review the level of redundancy payment in light of the appeal.
20. The decision of the appeal hearing and the Director of Human Resources consequent action are final and ends the University of Leeds internal procedures.
21. If the appeal fails, the Director of Human Resources will confirm in writing the date to dismiss on the grounds of redundancy.

Appendix I: Authority to take disciplinary action, duration of warnings & appeals

Disciplinary meetings and appeal hearings will be arranged with the level of management that is appropriate given the seriousness of the alleged complaint.

The following shows the level of management who will act as Disciplinary Manager, the level of warning they are authorised to issue, the duration of disciplinary warnings and the level of management who will hear an appeal against disciplinary action.

Disciplinary action			Appeals against disciplinary action	
<i>Highest level of action under consideration</i>	<i>Disciplinary Manager</i>	<i>Duration of warning</i>	<i>Appeal heard by</i>	<i>Appeal to be submitted to</i>
Oral Warning	Immediate Supervisor	Six months	Head of Department	Head of Department
	Head of Department	Six months	Dean of Faculty or equivalent	Dean of Faculty or equivalent
Written Warning	Head of Department	Twelve months	Dean of Faculty or equivalent	Dean of Faculty or equivalent
Final Written Warning (or lesser penalty)	Dean of Faculty/Head of Service or equivalent (or nominee)	Two years, but where serious the warning may remain in force for the period of employment, with an agreed review period.	Director of Human Resources (or nominee)	Director of Human Resources
Dismissal (or lesser penalty)	The University Secretary or Pro-Vice Chancellor for Staff. (In their absence the Director of Human Resources, except in cases where he/she has authorised a suspension)		Appeals Panel	Director of Human Resources

Notes:

1. In cases where formal disciplinary warnings are issued, the Disciplinary Manager may sanction withholding of salary increments or other appropriate action.
2. In cases where dismissal is under consideration the action taken by the University Secretary or the Pro-Vice Chancellor for Staff (or Director of Human Resources) may include disciplinary transfer, redeployment, demotion, withholding of salary increments, reduction in salary or other appropriate action.
3. The University Secretary or Pro-Vice-Chancellor (or Director of Human Resources) at his/her discretion may exclude from University premises a member of staff who is dismissed either summarily or by the requisite notice. Such exclusions may apply during the period of notice, in which case full pay will nevertheless be continued to the end of that period.
4. Disciplinary sanctions will remain in force for the duration of the warning. Once expired, warnings will be disregarded for future disciplinary purposes.

Appendix II: Grounds for disciplinary action

The following are examples (the lists are not exhaustive) of conduct or behaviour which may lead to disciplinary action, and of gross misconduct which may result in summary dismissal.

Misconduct	Gross Misconduct
<ul style="list-style-type: none"> • Misuse or unauthorised use or removal of computing and other University equipment or resources • Failure to comply with safety regulations and safe working practices • Breaches of rules about data protection, confidentiality and security • Refusal or failure to carry out lawful instructions • Harassment or workplace bullying • Breach of University policies or procedures • Insubordination 	<ul style="list-style-type: none"> • Dishonesty or theft, [whether of University property or the property of fellow employees, visitors, students or otherwise] • Fraud, including falsification of reports, results, claims or earnings and expenses • Deliberate damage whether to University property or of the property of fellow employees, visitors or students • Non-accidental importation or viewing of pornography, including downloading via computers • Fighting or physical assault or other violence or threats of violence • Serious or persistent harassment or abuse (physical or verbal) • Pursuing employment elsewhere including self-employment whilst on paid or unpaid sick leave • Serious or persistent breach of Health & Safety • Serious or persistent failure or refusal to carry out lawful instructions • Serious incapability through drink or drugs • Gross negligence or incompetence which has or could cause loss or damage • Serious or persistent breach of University policies or procedures • Acts which have or may bring the University or its employee into disrepute • Use of offensive or threatening language or gestures