

Independent
Financial
Review
Panel

Assembly Members (Salaries and Expenses) Determination (Northern Ireland) 2016

March 2016

Contents

Assembly Members (Salaries and Expenses) Determination (Northern Ireland) 2016

Part 1

Salary and Pension

	2
1. Salary	2
2. Double jobbing	3
3. Salary: inflationary increases	3
4. Salary if member in prison	3
5. Pension	3

Part 2

Expenses

	4
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General

6. Purpose of this Part	4
7. General criteria for recovery of expenses	4
8. Payments to connected persons	4
9. Payments to associated persons	4
10. Payments outside the European Union	5

Constituency office expenses

11. Rent	5
12. Rates	6
13. Rent and rates: general conditions	6
14. Rent and rates: signage conditions	7
15. Shared offices	8
16. Constituency office operating expenses	8
17. Constituency office establishment expenses	9

Other expenses

18. Mobile phone expenses	9
19. Recall expenses	9
20. Disability expenses	10
21. Winding up expenses	10

Administration of expenses

22. Duty to keep financial records	11
23. Payment and recovery of expenses	11
24. Declaration of compliance	11

Part 3

Allowances

25. Annual constituency travel allowance	12
26. Annual Assembly travel allowance	13
27. Allowance where own property used as constituency office	14

Leaving the Assembly

28. Resettlement allowance	14
29. Ill-health retirement allowance	15
30. No entitlement if member returns to Assembly	15

Part 4

Staff Costs

31. Purpose of this Part	16
32. Categories of staff and staff costs	16
33. General criteria for staff costs	16
34. Employment of connected persons	17
35. Employment of associated persons	17
36. Annual staff costs cap	18
37. Category 1: staff salaries	18
38. Category 1: staff salaries for Grade 1 staff	19
39. Category 1: staff salaries for Grade 2 and 3 staff	19
40. Category 2: other capped staff costs	21
41. Category 3: ancillary staff costs	21
42. Transitional provisions for existing staff	21

Part 5	
General	23
43. Recoupment of payments made by Commission	23
44. Guidance	23
45. Meaning of connected person	24
46. Meaning of associated person	24
47. Interpretation	25
48. Revocations	26
49. Savings and transitional provisions	27
50. Commencement	27
51. Title	27

Schedule – Staff Employment Contract

Contract of employment	28
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Grievance Procedure

General Principles	34
Formal Grievance Procedure	35
Step 1 – Submission of Grievance	35
Step 2 – the Meeting	35
Step 3 – Appeal	35

Disciplinary Procedure

Informal Action	36
General Principles	36
Examples of Misconduct	37
Minor Misconduct	37
Serious/Major Misconduct	38
Gross Misconduct	38

Formal Procedure	38
Step 1 – Statement of grounds for action and invitation to a meeting	38
Step 2 – Meeting	39
Step 3 – Appeal	39
Disciplinary Penalties	39
Finding of Minor Misconduct	39
Finding of Serious/Major Misconduct	39
Finding of Gross Misconduct	40
Appeals	40
Modified Dismissal and Disciplinary Procedure	40
Step 1 – Statement of Grounds for Action	40
Stage 2 – Appeal	40

Assembly Members (Salaries and Expenses) Determination (Northern Ireland) 2016

Section 2 of the Assembly Members (Independent Financial Review and Standards) Act (Northern Ireland) 2011 confers on the Independent Financial Review Panel the function of making determinations as to –

- (a) the salaries and allowances payable to members of the Assembly under section 47 of the Northern Ireland Act 1998, and
- (b) the pensions, gratuities and allowances payable under section 48 of that Act.

The Panel is to exercise those functions with a view to –

- (a) ensuring probity, accountability and value for money with respect to the expenditure of public funds,
- (b) securing for members of the Assembly a level of remuneration which –
 - (i) fairly reflects the complexity and importance of their functions as members of the Assembly; and
 - (ii) does not, on financial grounds, deter people with the necessary commitment and ability from seeking election to the Assembly; and
- (c) securing for members of the Assembly adequate resources to enable them to exercise their functions as members of the Assembly.

The Panel has had regard to the Ten Principles for Claiming Financial Support, as set out in the Financial Support for Members Handbook, published by the Commission in December 2012, together with the Nolan Principles of Public life.

In exercise of the powers conferred on it by section 2 of the Assembly Members (Independent Financial Review and Standards) Act (Northern Ireland) 2011, the Panel makes the following Determination.

Part 1 Salary and Pension

Salary

1. (1) A member is entitled to the annual salary as set out in Table 1 (this is subject to inflationary increases set out in paragraph 3).
- (2) Salaries are to be paid into an account in a financial institution (such as a bank or building society) –
 - (a) for which the member is the sole signatory, or
 - (b) for which the member and the member’s spouse, civil partner or cohabitant are sole signatories.
- (3) Where a member is in a role listed in Table 1 for only part of a year, the salary is to be reduced accordingly.
- (4) Where a member falls within more than one role listed in Table 1, the member is only to be paid the salary of the highest paid category.

Table 1 – Member’s Annual Salary

Role	Annual salary
Member	£49,000
Member of the Commission	£55,000
Chairperson of a Statutory Committee or of the Public Accounts Committee	£61,000
Speaker	£87,000
Principal Deputy Speaker or Deputy Speaker	£55,000
First Minister or deputy First Minister	£121,000
Other Ministerial office	£87,000
Junior Minister	£55,000

Double jobbing

2. (1) This paragraph applies if a member receives a salary as –
 - (a) a member of the European Parliament, or
 - (b) a member of the House of Lords.
- (2) If the member's only role (as set out in Table 1) is member, the member is not entitled to any salary in respect of the Assembly.
- (3) If the member has another role, the member's salary in respect of the Assembly is reduced by the amount a member is entitled to by virtue of being a member only.
- (4) Where a member falls within this paragraph for only part of a year, the salary is to be reduced accordingly.

Salary: inflationary increases

3. (1) The figures for annual salary in Table 1 are increased by £500 on 1 April each year, starting on 1 April 2017, if the inflation criteria is satisfied for that year.
- (2) The inflation criteria for a year is satisfied if the consumer prices index for the September of the previous year was 1% or greater.
- (3) The consumer prices index means the consumer prices index of inflation published by the Office of National Statistics.

Salary if member in prison

4. For any period during which a member is imprisoned, the member's salary is to be reduced by 90%.

Pension

5. A member continues to be entitled to a pension in accordance with the Assembly Members Pension Scheme (as that scheme is from time to time amended).

Part 2 Expenses

General

Purpose of this Part

6. (1) The purpose of this Part is to ensure that members do not suffer a financial detriment by reason of expenses incurred in connection with the exercise of functions as members.
- (2) But the purpose of this Part is not to –
 - (a) allow members to supplement their salary by way of a claim for recovery of expenses,
 - (b) allow political parties to benefit from expenses incurred by members, or
 - (c) allow resources made available to members for the exercise of functions as members to be used for other political activities.

General criteria for recovery of expenses

7. (1) A member is only entitled to recover an expense if –
 - (a) the expense has been actually incurred by the member,
 - (b) the expense was incurred in connection with the member's exercise of functions as a member, and
 - (c) the expense has not been recovered from any other person, nor has the member been reimbursed in relation to the expense by any other person.
- (2) A member is only entitled to recover expenses in respect of one constituency office.

Payments to connected persons

8. A member is not entitled to recover an expense in respect of a payment to a connected person (see paragraph 45 for the definition of connected person).

Payments to associated persons

9. (1) This paragraph applies where a member seeks to recover an expense in respect of a payment to an associated person (see paragraph 46 for the definition of associated person).

- (2) The member must make, and send to the Commission, a declaration stating –
 - (a) the name of the associated person,
 - (b) details of the association,
 - (c) the nature of the expense, and
 - (d) the amount of the expense.
- (3) A member is not entitled to recover the expense if –
 - (a) a declaration was not made and sent and the member ought reasonably to have known that it must be made and sent, or
 - (b) the declaration was not accurate and the member ought reasonably to have known that it was not accurate.

Payments outside the European Union

10. A member is not entitled to recover an expense in respect of a payment to a person resident or registered at a place outside the European Union.

Constituency office expenses

Rent

11. (1) A member is entitled to recover rent expenses for the member's constituency office in accordance with this paragraph and paragraphs 13 and 14.
- (2) The maximum expense recoverable is –
 - (a) £8,500 per year, if the office is not shared,
 - (b) £4,000 per year if the office is shared with one or more persons as described in paragraph 15,
 - (c) £6,000 per year if the office is shared with one or more persons as described in paragraph 15 and those persons are all members.
- (3) Where the office is rented from –
 - (a) a connected person, then in accordance with paragraph 8 no expenses are recoverable,
 - (b) an associated person, only 50% of the expenses incurred are recoverable.

Rates

12. (1) A member is entitled to recover rates expenses for the member's constituency office in accordance with this paragraph and paragraphs 13 and 14.
- (2) The maximum expense recoverable per year is 40% of the rent expense recovered for that year.

Rent and rates: general conditions

13. (1) This paragraph sets out further conditions for entitlement to rent and rates expenses.
- (2) Expenses may only be recovered to the extent that they relate to possession of the office during the qualifying period.
- (3) The qualifying period commences on the commencement of the lease, and expires –
 - (a) when the lease expires, or
 - (b) three months after the member ceases to be a member,whichever comes first.
- (4) No expenses may be recovered unless –
 - (a) the lease for the office is in writing, and
 - (b) the Commission has approved the lease.
- (5) No expenses may be recovered if –
 - (a) the member has any interest in the lease or premises comprising the office (other than as a tenant), and
 - (b) the member has not disclosed this interest to the Commission,but, this is still subject to paragraph 8 (prohibition on payments to connected persons).
- (6) No expenses may be recovered unless the lease includes a term that the landlord is responsible for maintaining the office in a good state of repair.
- (7) No expenses may be recovered unless the member has provided the Commission with full contact details and opening hours of the office.
- (8) No expenses may be recovered unless the office is used solely and exclusively in connection with the discharge of the member's functions.

Rent and rates: signage conditions

14. (1) This paragraph sets out further conditions, relating to signage and display at a constituency office, for entitlement to rent and rates expenses.
- (2) No expense may be recovered unless the exterior of the constituency office bears a sign containing –
- (a) the name of the member,
 - (b) the words “Member of the Legislative Assembly” or “MLA”,
 - (c) the words “constituency office” and
 - (d) the Assembly logo.
- (3) Where an office is shared with one or more persons as described in paragraph 15 and those persons are also members, sub-paragraph (2) applies in respect of the name of each of those persons.
- (4) The sign may also include –
- (a) the address of the office,
 - (b) the name or logo of a political party,
 - (c) where the office is shared with a person as described in paragraph 15, and that person is not a member, the name of that person,
- but no expense may be recovered if the sign includes anything else.
- (5) No expense may be recovered if the name or logo of a political party on the sign is larger than the Assembly logo.
- (6) No expense may be recovered if the size of the Assembly logo (combined with the name or logo of a political party if there is one) exceeds 20% of the total size of the sign.
- (7) No expense may be recovered if any party political posters are displayed so as to be visible from the outside of the constituency office.
- (8) No expense may be recovered if the name or logo of a political party are displayed so as to be visible from the outside of the constituency office, other than on the sign.
- (9) In this paragraph “Assembly logo” means the Assembly logo of the flax plant.

Shared offices

15. (1) For the purposes of this Part, a member (A) is only to be regarded as sharing an office with another person (B) if –
 - (a) A and B are both members of the same political party, and
 - (b) B is a member, a member of the Houses of Parliament or a member of the European Parliament.
- (2) For the purposes of this Part, two or more premises are to be regarded as being the same office (and their occupants therefore to be regarded as sharing) if –
 - (a) the premises are in the same building,
 - (b) the premises are owned by the same person, and
 - (c) the premises are used by a member (A) and a person (B) and
 - (i) A and B are both members of the same political party, and
 - (ii) B is a member, a member of the Houses of Parliament or a member of the European Parliament.
- (3) For the purposes of this Part, where an office is shared, it is to be regarded as being rented from a connected person or an associated person, if it is rented from someone who is a connected person or an associated person with regards to one or more of the persons sharing it.

Constituency office operating expenses

16. (1) A member is entitled to recover constituency office operating expenses in accordance with this paragraph.
- (2) The maximum expenses recoverable are £4,900 per year.
- (3) Expenses are recoverable in respect of the following –
 - (a) utility expenses,
 - (b) internet connection (for example broadband) and fixed-line telephone expenses,
 - (c) office furniture, office stationery and office equipment (excluding photocopiers, fax machines, cameras, televisions, radios and computer equipment),
 - (d) office cleaning,

- (e) printer cartridges,
 - (f) registration with the Information Commissioner’s Office,
 - (g) signage,
 - (h) insurance,
 - (i) security systems and fire protection, and
 - (j) sundry constituency office operating expenses not falling within any of the categories above, subject to a maximum of £100 per month.
- (4) Sundry constituency office operating expenses under sub-paragraph (3)(j) may be treated by the member as expenses to which paragraph 22 (duty to keep financial records) does not apply.
- (5) Where the office is shared with one or more persons as described in paragraph 15, the expenses are to be apportioned equally between all persons sharing in this way, and the member may only recover expenses which relate to that member.

Constituency office establishment expenses

17. (1) A member is entitled to recover expenses incurred in establishing a constituency office (or refurbishing an already established office) in accordance with this paragraph.
- (2) The maximum expense recoverable is £2,000 per mandate.
- (3) An expense is only recoverable if it has been authorised in advance by the Commission.

Other expenses

Mobile phone expenses

18. A member is entitled to recover a maximum of £600 per year in respect of expenses incurred in relation to mobile phones (including phones of the member’s staff).

Recall expenses

19. (1) A member is entitled to recover recall expenses in accordance with this paragraph.
- (2) A recall expense is an expense incurred by the member which is wholly and necessarily attributable to attendance at the Assembly during any recall which takes place during a recess.

- (3) Recall expenses may include return travel expenses to a place where the member was on holiday when the Assembly was recalled.
- (4) Recall travel expenses may only be recovered if they relate to standard class or equivalent unless there is no alternative or a more cost effective manner of travel is chosen.

Disability expenses

20. (1) A member is entitled to recover disability expenses in accordance with this paragraph.
- (2) A disability expense is an expense incurred by the member which is wholly and necessarily attributable to a disability the member has.
- (3) No expense may be recovered unless there is satisfactory evidence, from a medical practitioner specialising in occupational health nominated by the Commission, that the expense is cost effective and is wholly and necessarily attributable to a disability the member has.
- (4) The expense is also recoverable during the three months starting with the date a person ceased to be a member.
- (5) In this paragraph "disability" has the same meaning as in the Disability Discrimination Act 1995.

Winding up expenses

21. (1) A person is entitled to recover winding up expenses in accordance with this paragraph.
- (2) A winding up expense is an expense incurred –
 - (a) in respect of a person who ceases to be a member (whether on death or otherwise),
 - (b) during the three months starting with the date the person ceased to be a member, and
 - (c) wholly and necessarily in connection with the person ceasing to be a member.
- (3) The maximum expense recoverable is £4,500.
- (4) A winding up expense may be paid to or in respect of the person who ceased to be a member.

Administration of expenses

Duty to keep financial records

22. (1) A member must keep financial records sufficient to show and explain the member's expenses incurred and recovered.
- (2) A member is not entitled to recover an expense unless the member can produce an invoice or receipt in relation to that expense.
- (3) This paragraph does not apply in respect of sundry constituency office operating expenses under paragraph 16.

Payment and recovery of expenses

23. (1) Where a member incurs an expense, it must be either –
 - (a) paid directly by the Commission to the person to whom it is owed, or
 - (b) paid by the member and then recovered by the member from the Commission.
- (2) Where an expense is recovered by the member it must be paid by the Commission into an account in a financial institution –
 - (a) for which the member is the sole signatory, or
 - (b) for which the member and the member's spouse, civil partner or cohabitant are sole signatories.

Declaration of compliance

24. (1) Each year, a member must make, and send to the Commission, a declaration that the member has complied with all the requirements of this Determination.
- (2) A member is not entitled to recover any expenses in a subsequent year until the member makes and sends the declaration.

Part 3 Allowances

Annual constituency travel allowance

25. (1) A member is entitled to an annual constituency travel allowance, for travel within the member's constituency, in accordance with this paragraph.
- (2) The allowance is determined by reference to the constituency the member represents, as set out in Table 2.

Table 2 – Annual Constituency Travel Allowance

Constituency	Annual constituency travel allowance
Belfast East	£250
Belfast South	£250
Belfast North	£250
Belfast West	£250
North Down	£250
Foyle	£250
Strangford	£750
Lagan Valley	£750
South Antrim	£750
East Antrim	£750
Upper Bann	£750
South Down	£1,000
North Antrim	£1,000
Mid Ulster	£1,000
Newry and Armagh	£1,000
East Londonderry	£1,000
West Tyrone	£1,250
Fermanagh and South Tyrone	£1,250

Annual Assembly travel allowance

26. (1) A member is entitled to an annual Assembly travel allowance, for travel from the member's constituency to the Assembly, in accordance with this paragraph.
- (2) The allowance is determined by reference to the constituency the member represents, as set out in Table 3.
- (3) The member is entitled to the full allowance if the member attends the Assembly for 72 or more working days a year. For each working day less than this that the member attends, the allowance is reduced by 1%.
- (4) A member must keep a record of attendance at the Assembly.
- (5) A member is not entitled to an allowance if the member uses an official car for travelling to the Assembly, and if a member uses an official car for part of the year, the allowance is reduced accordingly.
- (6) In this paragraph "working day" means any day which is neither a Saturday, Sunday, public holiday nor day when the Assembly is in recess.

Table 3 – Annual Assembly Travel Allowance

Constituency	Annual Assembly travel allowance
Belfast East	£600
Belfast South	£600
Belfast North	£600
Belfast West	£600
North Down	£900
Strangford	£1,100
Lagan Valley	£1,600
South Antrim	£1,800
Upper Bann	£2,700
East Antrim	£3,000
South Down	£3,000
North Antrim	£3,900
Mid Ulster	£4,300
Newry and Armagh	£4,300
East Londonderry	£5,100
Foyle	£5,900
West Tyrone	£6,000
Fermanagh and South Tyrone	£6,200

Allowance where own property used as constituency office

27. (1) Where a member's own property is used as a constituency office, the member is entitled to claim an allowance in accordance with this paragraph.
- (2) The allowance is £2,000 per year.
- (3) The member is only entitled to the allowance if the conditions set out in –
- (a) paragraph 13(7) (opening hours), and
 - (b) paragraph 14 (signage),
- in respect of expenses, are satisfied in relation to the office.
- (4) If an allowance is claimed under this paragraph, no expenses may be recovered under paragraphs 11 to 17.

Leaving the Assembly

Resettlement allowance

28. (1) A person is entitled to a resettlement allowance if the person was a member immediately before dissolution of the Assembly and –
- (a) the person does not stand at the subsequent election, or
 - (b) the person does stand, but is not returned as a member.
- (2) The resettlement allowance is one month's salary (see below) for each completed year of service, subject to a maximum of six months' salary.
- (3) The salary referred to in sub-paragraph (2) is the salary a member is entitled to by virtue of having the role of a member only, as set out in Table 1, calculated at the date of dissolution of the Assembly.
- (4) Before receiving the resettlement allowance, the person must make all arrangements necessary to wind up the person's affairs as a member, including –
- (a) issuing redundancy notices to staff,
 - (b) repaying any outstanding debts owing to the Commission,
 - (c) submitting all expenses claims to the Commission, and
 - (d) making any other arrangements identified by the Commission.

- (5) The resettlement allowance is not payable to the personal representatives of a deceased member.
- (6) A member is not entitled to both an ill-health retirement allowance and a resettlement allowance.

Ill-health retirement allowance

- 29. (1) A member is entitled to an ill-health retirement allowance if –
 - (a) the member resigns as a member on the grounds of ill-health,
 - (b) the member's ill-health prevents the member from adequately performing functions as a member, and there is satisfactory evidence of this from a medical practitioner specialising in occupational health nominated by the Commission, and
 - (c) the member does not intend to seek re-election to the Assembly.
- (2) The ill-health retirement allowance is one month's salary (see below) for each completed year of service, subject to a maximum of six months' salary.
- (3) The salary referred to in sub-paragraph (2) is the salary a member is entitled to by virtue of having the role of a member only, as set out in Table 1, calculated at the date the member resigns.
- (4) A member is not entitled to both an ill-health retirement allowance and a resettlement allowance.

No entitlement if member returns to Assembly

- 30. A person is not entitled to –
 - (a) a resettlement allowance,
 - (b) an ill-health retirement allowanceif the person becomes a member again within 6 months of ceasing to be a member.

Part 4 Staff Costs

Purpose of this Part

31. (1) The purpose of this Part is to ensure that members do not suffer a financial detriment by reason of staff costs incurred in connection with the exercise of functions as members.
- (2) But the purpose of this Part is not to –
- (a) allow political parties to benefit from staff costs incurred by members, or
 - (b) allow resources made available to members for the exercise of functions as members being used for other political activities.

Categories of staff and staff costs

32. (1) For the purposes of this Part, staff employed by members must be graded as either Grade 1, Grade 2 or Grade 3.
- (2) In this Part there are three categories of staff costs –
- (a) category 1: staff salaries,
 - (b) category 2: other capped staff costs,
 - (c) category 3: ancillary staff costs.
- (3) Staff costs may include costs incurred during the three months starting with the date a member ceased to be a member.

General criteria for staff costs

33. (1) The Commission will not pay, and the member is not entitled to recover, any staff costs which breach any of the following conditions.
- (2) Employees must be individuals (not, for example, a company).
- (3) Employees must be appointed on merit after having been identified by a fair and open competition.
- (4) An employee must be employed on the contract set out in the Schedule to this Determination, and this contract must be the exclusive statement of the terms of employment.
- (5) A member must not employ more than one person at Grade 3.

- (6) A member must not require an employee to work more than 37 hours per week.
- (7) Where an individual is employed by more than one member, the individual must not be required to work more than 37 hours per week in total in respect of work for all members.
- (8) In total, members must not require employees to work more than 74 hours per week.
- (9) A member must keep records sufficient to show and explain the member's staff costs.

Employment of connected persons

- 34. (1) This paragraph applies where a member seeks to recover, or have the Commission pay, staff costs in respect of the employment of a connected person.
- (2) The Commission will not pay, nor will the member be entitled to recover, staff costs in respect of the employment of more than one connected person.
- (3) The member must make, and send to the Commission, a declaration stating –
 - (a) the name of the connected person,
 - (b) details of the connection, and
 - (c) the nature of the employment.
- (4) A member is not entitled to recover, nor have the Commission pay, the staff costs if –
 - (a) a declaration was not made and sent and the member ought reasonably to have known that it must be made and sent, or
 - (b) the declaration was not accurate and the member ought reasonably to have known that it was not accurate.
- (5) If a member (A) employs an employee who is a family member in respect of another member (B), then member A must declare this in the Register of Members' Interests.

Employment of associated persons

- 35. (1) This paragraph applies where a member seeks to recover, or have the Commission pay, staff costs in respect of the employment of an associated person.

- (2) The member must make, and send to the Commission, a declaration stating –
 - (a) the name of the associated person,
 - (b) details of the association, and
 - (c) the nature of the employment.
- (3) A member is not entitled to recover, nor have the Commission pay, the staff costs if –
 - (a) a declaration was not made and sent and the member ought reasonably to have known that it must be made and sent, or
 - (b) the declaration was not accurate and the member ought reasonably to have known that it was not accurate.

Annual staff costs cap

36. The maximum cost payable for categories 1 and 2 combined is £50,000 per year.

Category 1: staff salaries

37. (1) Category 1 costs are comprised of staff salaries, including –
 - (a) statutory maternity pay, statutory paternity pay and statutory adoption pay (including statutory shared parental pay),
 - (b) statutory sick pay, and
 - (c) necessary costs of replacement employees to cover employees on long-term sick leave.
- (2) Category 1 costs are to be paid directly by the Commission, rather than being paid by the member and recovered from the Commission.
- (3) Category 1 costs are to be paid into an account in a financial institution –
 - (a) for which the employee is the sole signatory, or
 - (b) for which the employee and the employee's spouse, civil partner or cohabitant are the sole signatories.

Category 1: staff salaries for Grade 1 staff

38. (1) This paragraph sets out the amount the Commission will pay in respect of salary for Grade 1 employees.
- (2) In each year, Grade 1 employees will be paid the salary set out in Table 4.

Table 4 – Salary For Grade 1 Staff

Grade 1		
Year	Annual Salary £	Hourly rate £
6/5/16 to 31/3/17	16,000	8.31
1/4/17 to 31/3/18	16,500	8.57
1/4/18 to 31/3/19	17,000	8.83
1/4/19 to 31/3/20	17,500	9.09
1/4/20 to 31/3/21	18,000	9.35

Category 1: staff salaries for Grade 2 and 3 staff

39. (1) This paragraph sets out the amount the Commission will pay in respect of salary for Grade 2 and 3 employees.
- (2) Upon appointment, Grade 2 and 3 employees will be paid the salary set out in the minimum point in the salary scale in Table 5.
- (3) Subject to satisfactory performance of duties, on 1 April every year, the member may move employees one point up the salary scale.
- (4) No employee may be paid more than the maximum point in the salary scale.
- (5) Where an increase in salary under sub-paragraph (3) would result in the total cost payable for categories 1 and 2 combined exceeding £50,000 in a year, the member may elect not to increase the salary of all Grade 2 and 3 employees, notwithstanding that the employees have satisfactorily performed their duties.

Table 5 – Salary Scales For Grades 2 and 3 Staff

GRADE 2	
Annual Salary £	Hourly rate £
19,750 (minimum point)	10.26
20,000	10.39
20,250	10.52
20,500	10.65

GRADE 2	
Annual Salary £	Hourly rate £
20,750	10.78
21,000	10.91
21,250	11.04
21,500	11.17
21,750	11.30
22,000	11.43
22,250	11.56
22,500 (maximum point)	11.69

GRADE 3	
Annual Salary £	Hourly rate £
22,750 (minimum point)	11.82
23,000	11.95
23,250	12.08
23,500	12.21
23,750	12.34
24,000	12.47
24,250	12.60
24,500	12.73
24,750	12.86
25,000	12.99
25,250	13.12
25,500	13.25
25,750	13.38
26,000	13.51
26,250	13.64
26,500	13.77
26,750	13.90
27,000	14.03
27,250	14.16
27,500 (maximum point)	14.29

Category 2: other capped staff costs

40. (1) Category 2 costs are comprised of staff training costs and staff recruitment costs.
- (2) Category 2 costs must be paid by the member and may then be recovered by the member from the Commission.
- (3) The maximum staff training cost recoverable is £500 per year.
- (4) The maximum staff recruitment cost recoverable is £500 per recruitment.

Category 3: ancillary staff costs

41. (1) Category 3 costs are comprised of –
- (a) employer’s contributions to National Insurance,
 - (b) employer’s contributions to the pension scheme approved by the Commission, capped at 5% of the gross salary of that employee,
 - (c) statutory redundancy payments,
 - (d) necessary costs on replacement employees to cover maternity, paternity, parental and adoptive leave, (but not necessary costs on replacement employees to cover employees on long-term sick leave),
 - (e) employer’s liability insurance.
- (2) Category 3 costs are to be paid directly by the Commission, rather than being paid by the member and recovered from the Commission.
- (3) Replacement employees must be appointed on merit after having been identified by a fair and open competition and must be employed at the minimum hourly rate for the grade of employee they are replacing.

Transitional provisions for existing staff

42. (1) This paragraph applies where a member employed a person before 1 January 2016 and continues to employ that person after 6 May 2016.
- (2) The other provisions of this Part apply to that person save as set out below.
- (3) Paragraph 33(3) (appointment on merit) does not apply.
- (4) The person’s existing contract must be superseded by the contract set out in the Schedule to this Determination.
- (5) The person must be graded as set out in paragraph 32(1).

- (6) For Grade 1 employees, if the person's existing annual salary was below £16,000, the person will be treated as a new employee for the purpose of salary and will be paid in accordance with paragraph 38.
- (7) For Grade 1 employees, if the person's existing annual salary was above £16,000, the person's salary on 6 May 2016 will be the first point on the salary scale set out in Table 6 which is above the person's existing salary.

Table 6 – Salary Scale For Existing Grade 1 Employees

GRADE 1	
Annual salary £	Hourly rate £
16,500	8.57
17,000	8.83
17,500	9.09
18,000	9.35
18,250	9.48
18,500	9.61
18,750	9.74
19,000	9.87
19,250	10.00
19,500 (maximum point)	10.13

- (8) For Grade 1 employees, if the person's existing annual salary was above £16,000, subject to satisfactory performance of duties, on 1 April every year, the member may move the person up one point in the salary scale set out in Table 6.
- (9) For Grade 1 employees, no employee may be paid more than the maximum point in the salary scale set out in Table 6.
- (10) For Grade 2 and 3 employees, the person's salary on 6 May 2016 will be the first point on the salary scale set out in Table 5 which is above the person's existing salary.
- (11) Where the application of sub-paragraph (10) would result in the total cost payable for categories 1 and 2 combined exceeding £50,000 per year, the member may elect to set the salaries at such lesser amount on the salary scale set out in Table 5 as would keep the total cost at under £50,000 (with any consequent change in salaries being proportionate between employees).
- (12) For Grade 2 and 3 employees, the person's salary will rise each year in accordance with 39(3), subject to the maximum set out in 39(4).

Part 5

General

Recoupment of payments made by Commission

43. (1) This paragraph applies to payments made by the Commission to a member if –
- (a) the payment was made in error,
 - (b) the request for payment was inaccurate,
 - (c) the member has failed to comply with any requirement set out in this Determination in respect of the payment, or
 - (d) the payment was in respect of a resettlement allowance or ill-health allowance and paragraph 30 (no entitlement if member returns to Assembly) applies.
- (2) In this paragraph “payment” means payment of any of the following to, or in respect of, a member –
- (a) salary,
 - (b) expense,
 - (c) allowance,
 - (d) staff cost.
- (3) Where this paragraph applies –
- (a) the Commission may require the member to repay the payment,
 - (b) the member must comply with this requirement within three months of it being made, and
 - (c) in default of repayment within three months of the requirement being made, the Commission may deduct an amount equal to it from any other amount to be paid to the member under this or any subsequent Determination.

Guidance

44. (1) The Commission may from time to time publish any code, guidance or direction related to this Determination.
- (2) In exercising its functions under this Determination, the Commission is to have regard to any such code, guidance or direction, and whether a member has observed it.

Meaning of connected person

45. The following persons are connected with a member –
- (a) a family member of the member,
 - (b) a political party of which the member is a member,
 - (c) a person with whom the member is connected within the meaning of the following provisions of the Companies Act 2006 –
 - (i) section 252(2)(b) (bodies corporate with whom a person is connected),
 - (ii) section 252(2)(c) (trusts with which a person is connected),
 - (iii) section 252(2)(d) (partnerships with which a person is connected),
 - (iv) section 252(2)(e) (firms with which a person is connected).

Meaning of associated person

46. The following persons are associated with a member –
- (a) a political party,
 - (b) a member, employee or officer of a political party,
 - (c) an association, whether incorporated or not, the purpose of which is wholly or mainly –
 - (i) the advancement of political opinions,
 - (ii) the advancement of culture or heritage, or
 - (iii) the advancement of religion,
 - (d) a person who is, or was within the last five years –
 - (i) a member of the Assembly, the European Parliament, the Houses of Parliament, the National Assembly for Wales, the Scottish Parliament, the Dáil Éireann, or the Seanad Éireann,
 - (ii) a member of a district council,
 - (iii) an employee of a member of the Assembly,
 - (iv) an employee of the Commission,
 - (v) an employee of a Northern Ireland department,
 - (vi) an employee of a district council,

- (vii) a family member of a member of the Assembly, or
- (viii) a candidate for election to the Assembly,
- (e) a trust, where –
 - (i) any trustee of the trust falls within any of sub-paragraphs (a) to (d),
 - (ii) any beneficiary of the trust falls within any of sub-paragraphs (a) to (d),
- (f) a company, where –
 - (i) any director or secretary of the company falls within any of sub-paragraphs (a) to (d),
 - (ii) any person who owns or controls more than 5% of the company's share capital or voting rights falls within any of sub-paragraphs (a) to (d).

Interpretation

47. (1) The Interpretation Act (Northern Ireland) 1954 applies to this Determination as it applies to an Act of the Assembly.
- (2) In this Determination –
- “**associated person**” has the meaning given in paragraph 46,
- “**civil partner**” has the same meaning as in section 1 of the Civil Partnership Act 2004,
- “**cohabitant**” means either member of a couple consisting of –
- (a) a man and woman who are living together as if they were husband and wife, or
 - (b) two persons of the same sex who are living together as if they were civil partners,
- “**Commission**” means the Northern Ireland Assembly Commission,
- “**connected person**” has the meaning given in paragraph 45,
- “**family member**” means –
- (a) parent, child, grandparent or grandchild,
 - (b) brother, sister, uncle, aunt, nephew or niece (whether of the full or half blood),
 - (c) spouse or any person related to a spouse in any of the ways set out in sub-sub-paragraphs (a) or (b),

- (d) civil partner or any person related to a civil partner in any of the ways set out in sub-sub-paragraphs (a) or (b), and
- (e) cohabitant or any person related to a cohabitant in any of the ways set out in sub-sub-paragraphs (a) or (b).

“political party” means a party registered under Part 2 of the Political Parties, Elections and Referendums Act 2000,

“year” means a period of 12 months commencing on 1 April.

- (3) A member’s functions as a member include the following functions –
 - (a) attending a sitting of the Assembly,
 - (b) attending a meeting of a committee or sub-committee of the Assembly,
 - (c) undertaking research or administrative functions which relate directly to the business of the Assembly,
 - (d) establishing or maintaining a constituency office,
 - (e) providing an advice service to constituents,
 - (f) attending meetings for the purpose of representing constituents in Northern Ireland, including meetings with a constituent or constituents,
 - (g) attending, with the approval of the Commission, any ceremony or official function or national or international conference as a representative of the Assembly, but not including attendance that relates wholly or mainly to that member’s role as a party spokesperson or representative.

Revocations

- 48. The following Determinations are revoked –
 - (a) The Northern Ireland Assembly Members’ Salaries, Allowances, Expenses and Pensions Determination 2012,
 - (b) The Northern Ireland Assembly (Members’ Allowances) Determination 2013,
 - (c) The Northern Ireland Assembly (Members’ Salaries and Allowances) Determination 2014,
 - (d) The Northern Ireland Assembly (Members’ Allowances) Determination (No. 1) 2015,
 - (e) The Northern Ireland Assembly (Members’ Allowances) Determination (No. 2) 2015.

Savings and transitional provisions

49. (1) Paragraph 16 (resettlement allowance) and paragraph 18 (winding up expenditure) of the 2012 Determination continue to apply to persons who ceased to be members at the dissolution of the last Assembly.
- (2) For the period between 1 April 2016 and 5 May 2016, paragraph 9(2) of the 2012 Determination (office costs expenditure: annual limits) is amended as follows, at the end insert “£6,500 for the period between 1 April 2016 and 5 May 2016”.

Commencement

50. (1) Save as is set out below, this Determination comes into operation on 6 May 2016.
- (2) Paragraph 49(2) comes into operation on 1 April 2016.
- (3) Paragraph 14 comes into operation on 6 August 2016.

Title

51. This Determination may be cited as the Assembly Members (Salaries and Expenses) Determination (Northern Ireland) 2016.

Schedule – Staff Employment Contract

Contract of employment

This contract is made between: *(insert name of employer)* MLA of *(insert address of employer)*, who is referred to in this contract as ‘the employer’;

And : *(insert name of employee)* of *(insert address of employee)* who is referred to in this contract by the second person pronoun (‘you’ etc).

1. Introduction

1.1. This contract sets out the terms of your employment with *(insert name of employer)* MLA as at *(insert date)*.

2. Date of commencement of employment

2.1. Your employment [commences] / [commenced on] *(insert date)*

3. Continuity of Employment

3.1. [No employment with a previous employer counts as part of a period of continuous employment.]

or

[Previous employment with *(insert name of previous employer)* forms part of a continuous period of employment which began on *(insert date)*]¹

4. Period of Employment

4.1. [Your employment is permanent.]

or

[Your employment is for a fixed term and terminates on *(insert date)*.]

or

¹ The Member should delete whichever statement in relation to continuous employment within the brackets does not apply.

[Your employment is temporary and is intended to terminate on *(insert date)*.
However, circumstances may dictate an earlier or later termination.^{2]}

5. Job Grade

5.1. You are employed as a Grade *(insert 1, 2 or 3)*.

6. Place of work

6.1. Your place of employment is *(specify address of employment)*

6.2. [You may be required to work at the following additional addresses
(specify addresses)]³

6.3. [You will not be expected to work outside the United Kingdom].⁴

7. Remuneration

7.1. Your rate of pay is currently £ *(insert relevant hourly rate depending on grade of job)* per hour and thereafter as itemised on the pay slip, which you receive with your pay.

7.2. You will be paid monthly in arrears by BACS on the third working day prior to month end.

7.3. Where your employer stands for re-election, you will be paid during the period of dissolution of the Northern Ireland Assembly (the period which precedes an Assembly election).

7.4. Where your employer is not standing for re-election, you will be paid up to the date of dissolution of the Assembly, and during any notice period to which you are entitled.

7.5. Your employer may provide you with an annual pay increase in line with Part 4 of the Assembly Members (Salaries and Expenses) Determination (Northern Ireland) 2016.

8. Hours of work

8.1. Your normal hours of work are from *(time)* to *(time)*, *(day of week)* to *(day of week)* inclusive. A (one hour) (unpaid) break may be taken for lunch between *(time)* and *(time)*.

2 *The Member should delete two of these statements and leave the statement which reflects the type of employment to be undertaken.*

3 *An employee based in a constituency office may also be expected to work at (for example) Parliament Buildings.*

4 *If an employee is expected to work outside the UK, the Member should state this.*

- 8.2. Your hours of duty may be variable but will not exceed 37 hours per week.
- 8.3. If you are employed by more than one Member, you must ensure that you do not work more than 37 hours' cumulatively for all of the Members by whom you are employed.

9. Holidays

- 9.1. You are entitled to 28 days leave per annum.
- 9.2. The 28 days of leave to which you are entitled is inclusive of the customary holidays set out at sub-paragraph 3.
- 9.3. Your annual leave year runs from (*insert date*) to (*insert date*) and you will be paid your normal salary during holiday absences.
- 9.4. Your employer recognises the following customary days: [New Year's Day], [St Patrick's Day], [Easter Monday], [Easter Tuesday], [May Day], [Spring Bank Holiday], [July 12] and [July 13], [Late Summer Bank Holiday], [Christmas Day] and [Boxing Day].⁵
- 9.5. If your employment commenced or terminated part way through the holiday year, your entitlement to holidays during that year will be assessed on a pro rata basis.
- 9.6. Deductions from final salary due to you on termination of employment will be made in respect of any holidays taken in excess of entitlement.
- 9.7. Holidays must be taken at times convenient to your employer. Sufficient notice of your intention to take holidays should be provided to (*insert name of person in organisation*). The notice period you give your employer must be twice as long as the holiday period you require.
- 9.8. [Holiday entitlement unused at the end of the holiday year cannot be carried over into the next holiday year unless you have not had the opportunity to exercise your right to paid annual leave due to illness.]⁶

or

[A maximum number of (x) days unused holidays can be carried over at the end of the holiday year into the following year. This is in addition to any holiday entitlement carried over because you have not had the opportunity to exercise your right to paid annual leave due to illness.]

5 *The Member should delete such customary days as he or she does not wish to recognise.*

6 *The Member should choose a provision (e.g. no carry over except by reason of illness) and delete the other provision.*

9.9. You will be paid in lieu of holidays accrued but untaken at the date of termination of your employment.

10. Sickness Absence

10.1. If you are absent from work on account of sickness or injury, you or someone on your behalf should inform (*insert name*) of the reason for your absence as soon as possible but no later than the end of the working day on which absence first occurs.

10.2. In respect of absence lasting less than 7 calendar days you need not produce a medical certificate unless you are specifically requested to do so. You must, however, complete a self-certification form immediately upon your return to work after such absence. These will be available from your employer.

10.3. In respect of absence lasting more than 7 calendar days you must in addition to providing a completed self-certification form, on the eighth calendar day of absence provide a medical certificate stating the reason for absence and thereafter provide a medical certificate each week to cover any subsequent period of absence.

10.4. Your employer may at any stage of your absence require you to produce a medical certificate and/or undergo a medical examination.

10.5. You are entitled to statutory sick pay and you are required to co-operate in the maintenance of necessary records. For the purpose of calculating your entitlement to statutory sick pay, qualifying days are those days on which you are normally required to work.

11. Statutory Leave and Pay

11.1. Your entitlement to maternity leave and pay; paternity leave and pay; adoption leave and pay; shared parental leave and pay and parental leave will be governed by the statutory provisions for the time being in force in Northern Ireland.

12. Pension

12.1. A central pension scheme for Members' staff is provided and you are entitled to enrol in this scheme.

12.2. An amount equivalent to 5% of your salary will be paid into the pension scheme on your behalf.

12.3. Full particulars of the pension scheme are set out in a booklet which [has been] or [will be] provided to you.

13. Notice of termination of employment

13.1. The length of notice which you are obliged to give your employer to terminate your employment is one week.

13.2. If your employer decides to terminate your contract, you are entitled to the statutory notice period. This is one week until you have been continuously employed for 2 years, and one week additional week for each year of continuous employment until you have completed 12 years of continuous employment, after which time you will be entitled to 13 weeks' notice.

14. Redundancy

14.1. In the event that you are made redundant by your employer, you will be entitled to a statutory redundancy payment.

15. Collective agreements

15.1. No collective agreements apply to your employment.

16. Grievance procedure

16.1. If you have a grievance regarding your employment you should, in the first instance, speak to (*state person*).

16.2. If the grievance is not then resolved, you should refer to the grievance procedure which is operated by your employer and which is attached to this statement.

17. Disciplinary rules and procedures

17.1. The disciplinary rules and procedures applicable to you are attached to this statement. If you are dissatisfied with any disciplinary decision taken in relation to you, you have a right to request an appeal to (*state person*). You must do so in writing within 5 days of receiving notification of the decision.

Please acknowledge receipt of and agreement to the terms of this contract by completing the tear-off slip below and returning to *(state person)*

_____ Signature of employing MLA

Acknowledgement and Agreement to Statement of Particulars of Employment

I, *(name of employee)* of *(address of employee)* have received and signed a contract of employment with *(name of employing MLA)*.

Signed: _____

Dated: _____

Grievance Procedure

The objective of the grievance procedure is to provide you with the opportunity to have a grievance (i.e. a concern, problem or complaint about some aspect of their work) examined quickly and effectively and where a grievance is deemed to exist, to have it resolved if possible, at the earliest opportunity.

Ideally, you should initially raise any grievance informally with (*insert name*) with a view to finding a solution. Should you raise a grievance informally, the formal procedure outlined below will not apply. It may not always be possible to deal with a grievance informally and if circumstances dictate that the formal procedure is the way to proceed with your grievance then the general principles set out below will apply.

General Principles

Your employer will endeavour to ensure that:

- All steps under the grievance procedure are taken without unreasonable delay;
- The timing and location of grievance hearings are reasonable;
- Hearings are conducted in a way that enables you to explain your case; and
- Where practicable, appeal hearings will be conducted by a manager more senior than the manager who took the decision which is being appealed.

You have the right to be accompanied at any grievance or appeal hearing by a work colleague or trade union representative.

If you have a grievance you must exhaust each stage of the procedure before moving to the next stage. Where this has not taken place the matter will be referred back to the appropriate stage. The matter shall not be progressed until the appropriate procedural stages are complied with.

Records shall be kept detailing the nature of your grievance, your employer's response, any action taken, the reasons for it and any other information relevant to the process. These records shall be kept confidential and in accordance with the Data Protection Act 1998.

Formal Grievance Procedure

Step 1 – Submission of Grievance

Should you wish to raise a grievance regarding your employment you must submit a written statement of the grievance to *(insert name)* without unreasonable delay. The statement should set out how the grievance might be resolved.

Step 2 – the Meeting

(Insert name) will then arrange a formal meeting with you within 5 working days from the time both the written statement and the particulars of the grievance are received, in order to attempt to resolve the issue. You have a right to be accompanied at this meeting and you will have an opportunity to discuss the grievance and explain how you think it can be resolved. You will be provided with a decision in writing regarding your grievance as soon as possible and in any case within 5 working days of the date of the hearing.

Step 3 – Appeal

If you are not satisfied with the decision taken by *(insert name)* you may appeal against this to *(insert name)*, setting out the grounds for your appeal in writing without unreasonable delay.

On receipt of this, *(insert name)* will make arrangements with you to hear your appeal within 5 working days. You have a right to be accompanied at the appeal hearing.

You will be notified in writing of the outcome of the appeal as soon as possible and in any case within 5 working days of the date of the appeal hearing.

This is the final stage of the grievance procedure and the decision at this stage is final.

Disciplinary Procedure

The objective of this procedure is to provide you with the opportunity to improve your conduct or performance. It identifies who may take disciplinary action and aims to ensure that you are protected against unjustifiable or inconsistent disciplinary action. It also identifies the type of offence which could result in disciplinary action being taken, what that action would be, and what further action would result if there is no improvement or a recurrence takes place.

Informal Action

Cases of minor misconduct or unsatisfactory performance may be dealt with informally eg by having a quiet discussion and providing advice. This approach may be used to deal with problems quickly and confidentially. However, there will be occasions where a formal approach is required: for example, if the matter is more serious or where an informal approach has been tried and is not working.

If informal action does not lead to an improvement, or the misconduct or unsatisfactory performance is considered to be too serious to be classed as minor, your employer will take formal action.

General Principles

- Your employer expects you to follow the terms and conditions of employment and such rules, regulations and standards as he or she operates;
- No formal disciplinary action will be taken until there has been an investigation into an alleged incident;
- Prior to any disciplinary proceedings you will receive a written statement of the alleged misconduct and particulars for the basis of the allegation;
- Prior to any disciplinary hearings you will have the right to consider your response to the allegations made;
- You will have the right to be accompanied at any disciplinary or appeal hearing by a work colleague or trade union representative;
- You must take all reasonable steps to attend disciplinary and appeal hearings;
- All steps under the disciplinary procedure will be taken in accordance with this procedure and without unreasonable delay;
- The timing and location of disciplinary hearings will be reasonable;

- Hearings will be conducted in a way that enables you to explain your case;
- Appeal hearings will be conducted by a different person to the person who took the decision which is being appealed;
- Your employer will keep written records of the disciplinary process and will take all reasonable steps to maintain confidentiality;
- In the event of a disciplinary warning being issued to you, once expired this will be removed from your file;
- Any warning issued to you will state the nature of the misconduct concerned and explain the nature of the improvement required and the outcome should this not be achieved.

In certain cases, for example those involving gross misconduct, where relationships have broken down or where there is a risk to the your employer's property or responsibility to others, your employer may decide to suspend you for a period on full pay while an investigation is conducted. Any period of suspension will be kept to a minimum. Your employer will also consider alternative actions which serve the same purpose as a suspension: for example, your employer might require you to take annual leave to which you are entitled.

Examples of Misconduct

The following list shows examples of the type of disciplinary rules and offences which your employer considers to be characteristic of certain levels of misconduct. This is not an exhaustive list and your employer will decide how other misconduct will be characterised be categorised:

Minor Misconduct

- Absenteeism where proper notification has not be provided
- Lateness
- Careless work or poor effort
- Minor breach of safety/security rules
- Extended tea and meal breaks
- Failure to maintain a tidy work environment
- Misuse of telephones or other equipment
- Failure to complete time or work sheets as instructed

Serious/Major Misconduct

- Neglect leading to the loss of your employer's property
- Inappropriate attitude to customers and/or colleagues
- Lateness for work
- Leaving work without permission
- Misuse of telephone or other equipment
- Dangerous physical horseplay
- Serious neglect of health and safety or hygiene rules
- Drinking alcohol or taking drugs during work hours or bringing these substances onto work premises
- Serious waste of materials
- Cumulative disciplinary offences

Gross Misconduct

- Theft or fraud
- Breach of confidentiality
- Wilful damage to your employer's property
- Intoxication in the workplace caused by alcohol/drugs
- Physically violent behaviour
- Refusing to follow reasonable management instructions
- Deliberately ignoring health and safety or hygiene rules
- Obscene behaviour
- Time recording offences
- Cumulative disciplinary offences

Formal Procedure

If your employer proceeds by way of formal action then the following procedure will be followed:

Step 1 – Statement of grounds for action and invitation to a meeting

Your employer will provide you with a written statement of the alleged misconduct which has led to the consideration of formal disciplinary action or dismissal. Your

employer will invite you to a meeting to discuss the issue. You have the right to be accompanied to the meeting by a work colleague or trade union representative. Your employer will make every effort to provide you with copies of any documents that will be produced at the meeting in advance of the meeting.

Step 2 – Meeting

At the meeting your employer will discuss the complaint against you in more detail and you will have an opportunity to ask questions or present any evidence.

After the meeting your employer will inform you of his or her decision and will offer you the right to appeal.

Step 3 – Appeal

If you wish to appeal, you should notify (*insert name*) in writing (within 5 working days). (*Insert name*) will invite you to a meeting to discuss the matter following which the final decision will be communicated to you in writing. You have the right to be accompanied at the appeal hearing by a work colleague or trade union representative.

The appeal hearing is the final stage of the appeal procedure.

Disciplinary Penalties

Finding of Minor Misconduct

Stage 1: You will be given a verbal warning which will be recorded and held on your file for 6 months.

Stage 2: If the same or similar offence is repeated within 6 months you will be given a first written warning which will be recorded and held on your file for 12 months.

Stage 3: If the same or similar offence is repeated within 12 months you will be given a final written warning.

Stage 4: If the same or similar offence is repeated within 12 months of a final written warning you will be dismissed.

Finding of Serious/Major Misconduct

Your employer will issue you with a final written warning which will be recorded and held on your file for 12 months. This is clear notice that any further misconduct within 12 months will result in dismissal.

Finding of Gross Misconduct

If your employer is satisfied that there has been gross misconduct, you may be dismissed summarily i.e. without notice or salary in lieu of notice.

Appeals

You may appeal a disciplinary penalty imposed on you. You will be advised in writing as to whom the appeal should be made. The decision following this appeal will be final.

Modified Dismissal and Disciplinary Procedure

There may be very limited situations involving gross misconduct where some of the general disciplinary principles will not apply. This will occur if you are dismissed because of gross misconduct as soon as your employer becomes aware of the conduct or immediately afterwards. This could arise, if, for example, you were seen to assault a colleague at work. In these exceptional situations, the following procedure will apply:

Step 1 – Statement of Grounds for Action

You will be provided with a written statement of the alleged misconduct that led to your dismissal and the written particulars for your employer's basis for thinking at the time of your dismissal that you were guilty of the alleged misconduct. You will be advised of your right of appeal against the decision, and the person to whom your appeal should be made.

Stage 2 – Appeal

If you wish to appeal you must inform the person hearing the appeal in writing within 5 working days. That person will then meet with you within 5 working days of receipt of your appeal. You must take all reasonable steps to attend the hearing and have the right to be accompanied at the meeting by a work colleague or a trade union representative. The outcome of the appeal will be advised to you in writing within 5 working days of the meeting. The appeal hearing is the final stage of the dismissal procedure.

