

MEMORANDUM OF AGREEMENT BETWEEN THE NATIONAL TRAINERS FEDERATION AND THE STABLE LADS ASSOCIATION ON THE RESOLUTION OF DISPUTES

INTRODUCTION

1. The National Trainers Federation (NTF) and the Stable Lads Association (SLA) have reached this agreement to provide a way of resolving differences of opinion without damaging the business of training horses for racing and to provide a means of monitoring and enforcing the agreements reached in the National Joint Council (NJC).
2. In this joint approach, the NTF and the SLA have a common objective in ensuring the efficiency and prosperity of the racing industry in order to promote security of employment and advancement of all employees.

RECOGNITION

3. This agreement grants to the SLA as the Association carrying the greatest confidence of stable staff (measured in membership), sole recognition and negotiation rights for stable staff employed within the racing industry by Licenced Trainers.
4. The SLA recognises the right of the NTF to manage its responsibilities in the best interests of the racing industry and its members. The NTF recognises the responsibility of the SLA to represent stable staff within the framework of this agreement and its own set of rules.
5. The NTF recognises that it is to its benefit for stable staff to be represented by the SLA and, therefore, recognises the sole right of the SLA to represent stable staff in the industry.
6. In order that negotiation can be conducted on a fully representative and authoritative basis the NTF recognises that it is desirable that all stable staff should be members of the SLA. However, staff covered by this agreement have the right to join or not to join the SLA as is their wish. The Association will not attempt by industrial or other action to pursue issues of union membership, or industrial or related matters and will not object to working alongside employees who are not members of any union, or not members of a particular union.

REPRESENTATION

7. As the Association with sole negotiating rights for stable staff the SLA will ensure that an updated rule book will be lodged with the NTF so that both organisations can co-operate effectively.
8. The names of each SLA representative should be notified in writing to the NTF by the SLA. The NTF will have the right to raise with the SLA any objections to the appointment of any individual.

Elected representatives of the SLA will act in good faith in accordance with the rules governing their responsibilities. Any representative wilfully acting in breach of agreement between the NTF and the SLA will be the subject of discussion between the NTF and the SLA wherein a request may be made for the SLA to withdraw the representative's credentials under the terms of the SLA rules.

9. It is agreed that representatives will primarily concern themselves with performing their normal working duties and that the SLA activities will be secondary to their employment within the industry and will normally take place outside working hours.
10. SLA representatives will not stop work or move from their place of work without first obtaining approval from their immediate superior nor will SLA members stop work to consult an SLA representative without first obtaining approval from their superior. However, it will not be the intention of the NTF or its members to deny an SLA representative or employee the right of representation or consultation.

SLA FACILITIES

11. Reasonable access to a telephone will be provided for the purpose of consulting a full-time Association official; the cost of this provision to be at the discretion of the trainer.
12. Association notices will also be displayed where the SLA has membership in the yard subject to the permission of the trainer.
13. As part of the introduction of new staff to the stable, they will be informed of the existence of the SLA and introduced to the stable representative.
14. Where in the opinion of the NTF and the SLA a ballot of staff is required appropriate facilities will be provided.

HEALTH AND SAFETY

15. The trainer must ensure, so far as is reasonably practicable:

the health, safety and welfare at work of employees;

that persons not employed in the yard are not exposed to risks to their health and safety;

that a Health and Safety at Work Statement is prominently displayed in the yard.

16. Stable staff must:

take reasonable care for the health and safety of themselves and of other persons who may be affected by their acts or omissions at work,

co-operate with the trainer, so far as is necessary, to enable the trainer to fulfil his responsibility as at para 16.

17. An approved pattern of crash helmet correctly fitted with strap properly adjusted and fastened will be worn by each employee when mounted and at all other times when to do so would be prudent, eg whilst lungeing in a restricted area.

PROCEDURE FOR THE RESOLVING OF DIFFERENCES AT YARD LEVEL – GRIEVANCE PROCEDURE

18. It will usually be better for those involved if grievances can be resolved informally and where an employee has a grievance, he or she will, in the first instance, discuss the matter with the trainer or an appointed representative. The employee may wish to discuss the matter with the SLA. If no satisfactory agreement is reached, and the employee wishes to proceed further, the issue should be raised with the trainer if not already done so.
19. The following procedure should be used where it is not possible to resolve an issue informally.
20. At each stage of the procedure the employee may be accompanied by a fellow worker or trade union representative who may address the meeting on behalf of the employee but may not answer questions for the employee.
21. The employer will keep records of any action taken under this grievance procedure. These will be treated as confidential although may be used if the issue is unresolved and is taken to external stages of the procedure or to a tribunal.
22. To raise a formal grievance, the employee will as the first stage write to the employer with an explanation of the basis for the grievance.
23. The employer will then invite the employee to a meeting to consider the matter. The meeting will normally be held within 5 days of the formal grievance being raised. The employer must advise the employee in the letter inviting the employee to the meeting of his or her right to be accompanied at the meeting. After the meeting, the employer must inform the employee of the decision without unreasonable delay and also of the right to appeal.

24. The employee must take all reasonable steps to attend the meeting.
25. If the employee's chosen companion is unavailable at the time appointed for the meeting but the employee proposed a reasonable alternative time in the next five working days, the meeting must be postponed to that time. If the employee is unable to propose an alternative time within the next five days, then the meeting may go ahead if reasonable to do so without the chosen companion.
26. If the employee wishes to appeal he or she must write to the employer without unreasonable delay setting out the grounds for the dissatisfaction of the decision. The employer will then invite the employee to a further meeting. This meeting must be held without unreasonable delay and will normally be held within 5 working days of the request being made. The employee may be accompanied at the meeting. The decision at the appeal is the final stage of the internal procedure and the statutory procedure and will normally be given in writing within 5 working days of the meeting. The external procedure set out below may then be invoked.
27. An employee cannot take the employer to tribunal unless he or she has written to the employer about the grievance and waited 28 days. The 28 day period is to allow the employer to respond but the employer should not wait this long if he or she can help it. If the employer fails to complete his or her side of the procedures, any award made in a tribunal case could be increased by 10% and maybe up to 50%. If the employee starts the procedure but does not complete them, his or her award could be reduced by 10% and maybe up to 50%.
28. Failing settlement, the matter may be referred on behalf of either the trainer or the employee(s) directly concerned to officials of the NTF and the SLA who will be responsible for convening, without delay, a meeting of the interested parties.
29. Failing settlement the matter may be referred to the NJC which will be the last stage in the Procedure unless the issue concerns the implementation of national agreements.
30. Failing settlements in these circumstances the matter will be referred to the Jockey Club under the Rules of Racing.
31. At this stage the Joint Secretaries of the NJC will send to the Jockey Club an agreed statement about the dispute setting out the facts, the NJC's interpretation of the National Agreement.
32. It is agreed by all parties that there shall be no stoppage of work either of a partial or general character such as a strike, locking out, go slow, work to rule and overtime ban, or any other restriction until the procedure mentioned above has been exhausted.

COLLECTIVE ISSUES WITHIN THE NJC

33. Matters will be discussed according to the Constitution of the NJC.

ALTERATION AND TERMINATION

34. Each party wishing to alter or terminate this agreement shall do so by giving three months notice in writing.
35. This agreement shall operate from 1 October 2004.

**AGREEMENT BETWEEN THE NATIONAL TRAINERS FEDERATION & THE STABLE
LADS ASSOCIATION ON DISCIPLINE AND APPEAL PROCEDURES**

AGREEMENT

1. This Agreement is effective from 1st October 2004.

PURPOSE

2. To maintain good relations with justice in a yard so that horses can be prepared for racing at the highest possible standards.
3. To ensure consistent and fair treatment of disciplinary and performance issues and to help and encourage employees to achieve and maintain appropriate standards of conduct and performance.

GENERAL PRINCIPLES

4. The purpose of this document is to set out the current procedure and rules for the handling of disciplinary matters. It does not confer any contractual rights.
5. The employer and his or her managers can choose to deal with minor instances of misconduct and initial unsatisfactory levels of performance informally, by way of counselling, guidance or instruction or by informally cautioning the employee. The employer may wish to diarise a record of this.

If a problem continues or the employer or his or her managers judges it to be sufficiently serious, the procedure will apply.

7. The employer will not dismiss any employee for a first offence, unless the offence amounts to gross misconduct (see section on gross misconduct below) in which case the employee will be dismissed without notice or pay in lieu.
8. The employer will not take any formal disciplinary action under this procedure without:
 - having carried out a prompt investigation. The employer will inform the employee whether any meeting he or she is asked to attend is investigatory or disciplinary.
 - giving or sending a letter setting out the complaint made against him or her and possible outcomes of the disciplinary hearing. The letter will also inform the employee that he or she must attend a disciplinary hearing to discuss the matter and confirm the time, date and location of the meeting. Any employee who has difficulty understanding such a letter should ask the employer or his or her office for an explanation.
 - before the meeting, providing the employee with relevant evidence (for example witness statements, anonymised if appropriate)
 - giving the employee together with any permitted companion (see below) a reasonable opportunity to consider his or her response to that information
 - explaining the employer's case at the meeting and giving the employee an opportunity to put his or her case in respect of the allegations made
9. Employees have the right to appeal against any formal action taken against them under the procedure.
10. Depending upon the seriousness of the misconduct or poor performance or the employee's disciplinary record taken as a whole, Level 1 or Level 2 of the procedure may be omitted.
11. Depending upon the circumstances, it may be appropriate to suspend the employee from work on full pay to enable the investigation to take place. Suspension on full pay does not amount to a disciplinary sanction.

12. If the employer has other policies which are relevant to disciplinary matters, such as a harassment policy and/or health and safety policy, then this procedure should be read as incorporating provisions relating to discipline in other such procedures.
13. No sanction will be imposed on a trade union official without the matter first being discussed with a senior or full time official of the trade union.
14. Each stage of this procedure will be carried out without unreasonable delay.
15. The company will keep records of any action taken under these disciplinary procedures. These will be treated as confidential.

GROSS MISCONDUCT

16. The following are examples of conduct falling within the definition of gross misconduct and which entitle the employer to dismiss without notice or payment in lieu:
 - i. falsification of records
 - ii. deliberate disregard of safety rules or precautions
 - iii. theft
 - iv. abuse of property
 - v. fighting or bullying
 - vi. threatened assault or intimidation
 - vii. drunkenness or abuse of drugs
 - viii. refusal to carry out a reasonable instruction.
 - ix. abusing a horse

This list is not exhaustive. It illustrates the type of conduct that normally merits dismissal for a first offence.

17. If the employer is satisfied, following investigation and a disciplinary hearing, that the employee has committed gross misconduct, the employer will normally dismiss the employee without notice or pay in lieu. See Appendix 1.

OTHER MISCONDUCT OR POOR PERFORMANCE

18. In other cases coming within the ambit of this procedure, there will be no dismissal for a first offence. Instead the employer may issue a formal warning to an employee, which may be a Level 1, Level 2 or Final Warning as appropriate.

CONDUCT OF MEETINGS UNDER THE PROCEDURE, INCLUDING APPEALS

19. All disciplinary meetings, including appeals, will be held at a reasonable time and place. An employee who has been invited to attend a disciplinary meeting must take all reasonable steps to attend the meeting.
20. In any disciplinary proceedings under the procedure, including appeals, an employee has the statutory right reasonably to request to be accompanied by a fellow worker or trade union official of his or her choice. The companion may address the hearing to put the employee's case, sum up his or her case or respond on the employee's behalf to any view expressed at the hearing. He or she may also confer with the employee during the hearing, but does not have the right to answer questions on his or her behalf, address the hearing if the employee does not want him or her to or prevent anyone, including the employee, from making his or her contribution to the hearing.
21. The appropriate level of management will conduct the meetings. At the meeting, the person conducting the meeting will explain the role of all those attending on its behalf and will explain the employer's case against the employee and will give the employee the opportunity to respond in full. At appeal meetings, the employee will present his or her reasons for appealing the decision and the employer will consider these.
22. If matters come to light during a disciplinary meeting which require further investigation, the employer may at his or her discretion, adjourn any disciplinary meeting to enable further investigation to be carried out.

Possible outcomes of a disciplinary hearing

LEVEL 1 WARNING

23. The employer may issue a Level 1 warning if the employee's conduct or performance does not meet the employer's standards.
24. A Level 1 warning may be issued normally by the employee's employer, immediate manager or a nominated deputy. Where, at the conclusion, of the disciplinary hearing, the employer or manager or nominated deputy decides to issue a warning, he or she will inform the employee of the following:
- the reason for the warning
 - that it is the first stage of the disciplinary procedure
 - the action or improvement (if any) which is required of the employee
 - if appropriate, the timescale for implementing any such action
 - the consequences for the employee of not implementing required action or of further misconduct
 - when the warning will cease to have effect, subject to satisfactory conduct or performance. This will normally be after 6 months but a longer period may be stated in exceptional cases
 - the right of appeal.

All of these matters will be confirmed to the employee in writing – see Appendix 2.

LEVEL 2 WARNING

25. The employer may issue a Level 2 warning if:
- the required improvement is not achieved within any timescale stated in the first warning; or
 - further misconduct or poor performance takes place during the currency of a Level 1 warning, whether or not involving a repetition of the conduct or poor performance which was the subject of the first warning; or
 - the seriousness of the misconduct or poor performance merits it, regardless of whether a Level 1 warning has already been issued
26. A Level 2 warning may be issued by the employer, employer's immediate manager or a nominated deputy. Where, at the conclusion of the disciplinary meeting, the employer or authorised manager or deputy decides to issue a Level 2 warning, he or she will inform the employee of:
- the reason for the warning, including any prior warning(s) taking into account
 - that it is the second stage of the employer's disciplinary procedure
 - the action or improvement (if any) which he or she requires of the employee
 - if appropriate, the timescale for implementing any such procedure
 - the consequences for the employee of not implementing the required action or of further misconduct, which could be a final warning
 - when the warning will cease to have effect, subject to satisfactory conduct or performance. This will normally be after 6 months but a longer period may be stated in exceptional circumstances
 - the right of appeal

All of these matters will be confirmed to the employee in writing – See Appendix 3.

FINAL WARNING

27. The employer may issue a final warning if:
- the required improvement is not achieved within any timescale set in a second warning; or
 - further misconduct or poor performance takes place during the current of a Level 2 warning, whether or not involving a repetition of conduct or poor performance which was the subject of a previous warning; or
 - the seriousness of the misconduct or poor performance merits it, regardless of whether it has issued any previous warnings

28 A final warning may be issued by employer (or a nominated deputy). As with Level 1 and level 2 warnings where at the conclusion of the disciplinary meeting, the employer or nominated deputy decides to issue a final warning he or she will inform the employee of:

- the reason for the final warning
- the action or improvement (if any) which is required of the employee
- if appropriate, the timescale for implementing any such action
- the fact that this is a final warning and that the next stage of the procedure will be dismissal when the warning will cease to have effect, subject to satisfactory conduct or performance. This will normally be after 6 months but a longer period may be stated in exceptional cases
- the right of appeal

All of these matters will be confirmed to the employee in writing – See Appendix 3

DISMISSAL

29. The employer may dismiss an employee where:

- the required improvement is not achieved within any time scale stated in a final warning; or
- further misconduct of poor performance takes place during the currency of a final warning – whether or not involving a repetition of conduct (or poor performance) which was the subject of a previous warning; or
- it is reasonably believed that he or she has committed an act of gross misconduct

30. Unless dismissal is for gross misconduct, the employee will be dismissed with notice.

31. An employee will only be dismissed after he or she has received a written invitation to a disciplinary hearing (see Appendix 4) and the disciplinary hearing has been held. Where the decision is taken to dismiss the employee, the person making the decision will state the reason, the date on which the dismissal takes effect and inform the employee of his or her right to appeal as soon as possible after the end of the disciplinary meeting, or if not, as soon as reasonably practicable. (See Appendix 5). These matters will be confirmed in writing.

APPEALS

33. Any employee who is dissatisfied with a disciplinary decision taken in respect of him or her may appeal against that decision. Appeals should be in writing, setting out the reason for the appeal and should be delivered to the employer within five working days of the disciplinary decision. The employer will then invite the employee to an appeal meeting which will normally take place within five working days. (See Appendix 6). The appeal meeting may take place after the disciplinary decision has taken effect.

Where an employee has been dismissed, the appeal will be heard by a more senior manager if possible than the person who made the original disciplinary decision.

Wherever possible, the decision on the appeal will be communicated to the employee orally and in writing within three working days of the hearing. The decision is final. (See Appendix 7)

EMPLOYEES WITH DIFFICULTY READING OR WHERE ENGLISH IS NOT FIRST LANGUAGE

34. If the employee has difficulty reading, or English is not their first language, the employer should explain the content of the letter or note orally to them.