

**MEMORANDUM OF AGREEMENT BETWEEN THE NATIONAL TRAINERS FEDERATION AND THE
NATIONAL ASSOCIATION OF RACING STAFF ON THE RESOLUTION OF DISPUTES**

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THE GRIEVANCE PROCEDURE**

INTRODUCTION

1. The National Trainers Federation (NTF) and the National Association of Racing Staff (NARS) have reached this agreement to provide a way of resolving differences at yard level 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 NARS 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.

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

3. If an employee has a grievance or a complaint to do with work or the people he or she works with, the employee should wherever possible try to resolve it informally by discussing it with their manager, the trainer or an appointed representative. The employee may also wish to discuss the matter with NARS. If no satisfactory agreement is reached and the employee wishes to proceed further, the issue should be formally raised with the trainer or employer if not already done so and the following procedure used.

4. At each stage of the procedure the employee may be accompanied by a fellow worker. The employee may alternatively be accompanied by a trade union official. Where the companion is a trade union representative he or she must be either an employed official of the trade union or, alternatively, an official who has been certified by the appropriate union as competent to act as a companion. The companion may address the meeting on behalf of the employee but may not answer questions for the employee.

5. To raise a formal grievance, the employee will as the first stage write to their manager or employer with an explanation of the basis for the grievance. Where the grievance is against that person, the employee should write to another manager if there is one. If there is no alternative person to raise the grievance with, then the employee should still raise the grievance and the employer will treat the grievance fairly and objectively even if it is about something they have said or done. Employees should refer to their individual contracts of employment which may specify the name of the person in the organisation to write to with a grievance.

5.1 The employer will then invite the employee to a meeting, the meeting will normally be held within a reasonable period of the formal grievance being raised. The employer should advise the employee in the letter inviting the employee to the meeting of his or her right to be accompanied at the meeting.

5.2 After the meeting, the employer must inform the employee in writing without unreasonable delay of the decision including any action the employer intends to take to resolve the grievance and also advising the employee of the right to appeal.

5.3 All parties should make every effort to attend the meeting.

5.4 If the employee's chosen companion is unavailable at the time appointed for the meeting but the employee proposes a reasonable alternative time, the meeting must ordinarily be postponed to that time. If the employee is unable to propose an alternative time within the next five working days, then the meeting may go ahead if reasonable to do so without the chosen companion.

5.5 Following being notified of the outcome of the grievance meeting, 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.

5.6 The employer will then invite the employee to a further meeting, in writing, reminding the employee of his or her right to be accompanied at the meeting by a work colleague or union representative. This meeting must be held without unreasonable delay.

5.7 The appeal meeting should be heard by someone from the organisation not previously involved in the case if possible.

5.8 The decision will be given to the employee as soon as possible after the appeal meeting. The employer must confirm the outcome of the meeting to the employee in writing.

5.9 The decision at the appeal is the final stage of the internal meeting.

6. If the employee is not satisfied that the matter has been resolved following completion of the internal procedure, the external procedure set out below may be invoked.

6.1 The matter may be referred on behalf of either the trainer or the employee(s) directly concerned to officials of the NTF and NARS who will be responsible for convening, without unreasonable delay, a meeting of the interested parties.

6.2 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.

6.3 Failing settlements in these circumstances the matter will be referred to the British Horseracing Authority under the Rules of Racing.

6.4 At this stage the Joint Secretaries of the NJC will send to the British Horseracing Authority an agreed statement about the dispute setting out the facts, the NJC's interpretation of the National Agreement.

7. 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. For the avoidance of doubt, this will not be treated as preventing an employee from pursuing legal proceedings in an employment tribunal or court. NARS representatives will however use their best endeavours to encourage the employee to exhaust the internal procedures set out in this Agreement before resorting to an employment tribunal or court.

8. 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.

9. This procedure is non-contractual.

COLLECTIVE ISSUES WITHIN THE NJC

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

ALTERATION AND TERMINATION

11. Each party wishing to alter or terminate this agreement shall do so by giving three months' notice in writing.

12. This agreement shall operate from 15th February 2018.