



## Langstane Housing Association Ltd

### Staff handbook

Updated: March 2021

Effective: 1 April 2021

<b>SMT approval date</b>	3 March 2020
<b>Board / Committee</b>	Board of Management
<b>Approval date</b>	16 March 2020
<b>Review date</b>	March 2023
<b>Unite the Union - Approval Date</b>	25 March 2021
<b>Version</b>	1.4

**Amendments (minor / legislative changes to be made without Board of Management approval)**

Version 1.0	Issued 1 February 2017
Version 1.1	17.1 – shared paternity leave now shared parental leave (page 47) 16.4 – statutory maternity pay clarified (page 44)
Version 1.2	Minor changes / formatting including 1.2, 1.3 & 1.4 – updated 1.6 – Board of Management Office Bearers updated 2.0 – dress code added detail 2.4 – wording updated regarding pension scheme 4.0 – 4.5 – added working time directive, TOIL time limit for claiming 6.0 – detailed changes to clarify payment of travel expenses and daily subsistence allowances 8.4 – all absence notifications to be advised to HR & Corporate Services Manager 8.5 – further detail on return to work and self certification 8.9 – statutory sick pay for probationary period added 11.0 – clarity on how far in advance flexi leave can be booked 11.4 – detail on time debits and further requests 13.0 – 13.1 update on data protection 22.1 – staff suggestion scheme amended 24.1 – staff induction section updated 25.0 – personal development framework replaces annual appraisal scheme
Version 1.3	1.2 – Origins updated regarding Group structure and registrations 1.6 – Company Secretary updated 1.7 – Supervisor added to line manager list 15.4 – Compassionate leave updated 15.4.1 – Jack’s Law added 14.4.2 – Funeral leave updated 17.0 – Paternity updated to match maternity leave 26 – Information Security Policy replaces old IT policies 29.6 – Added ‘following external professional advice’ suspension action may be taken
Version 1.4	Minor changes / formatting 1.2 – updated for Langstane Property Limited 1.3 – updated for Mission, Vision and Values per Business Plan 2020-2025 1.4 – references to Director of Housing updated 1.5 – change to pension benefit description 2.5 – definition updated for Defined Contribution Pension Scheme 6.3 – Assisted car purchase scheme removed and referencing updated 9.0 – Updated for closure of Defined Benefit Pension Schemes 9.2 – Updated for contributions to Defined Contribution Scheme only 9.3 – Updated for change in Retirement Benefits 9.4 – Updated for change in Death in Service Benefit

## Contents

1.0 Langstane Housing Association Ltd.....	7
1.1 Introduction .....	7
1.2 Origins .....	7
1.3 What the Association does.....	8
1.4 Organisation.....	9
1.5 Employer.....	9
1.6 Board of Management.....	10
1.7 Handbook references .....	10
2.0 General .....	11
2.1 Dress Code .....	11
2.2 Duties.....	11
2.3 Code of Conduct .....	12
2.4 Service .....	12
2.5 Conditions .....	12
3.0 Mobile devices and social media .....	13
3.1 Mobile phones and other electronic devices provided by the Association.....	13
4.0 Hours of employment .....	14
4.1 Accounting for hours .....	14
4.2 Overtime .....	14
4.3 Flexi hours .....	14
4.4 Working out with permitted hours .....	15
4.5 Time off in lieu (TOIL).....	15
4.6 Conferences.....	15
5.0 Rates of pay .....	16
5.1 Increments .....	16
5.2 Cost of living reviews.....	16
5.3 Scale point start .....	16
5.4 Salary payments .....	16
5.5 Overtime payments .....	16
5.6 Temporary higher post .....	17
6.0 Travel and subsistence payments .....	18
6.1 Car user expenses .....	18
6.2 Travel expense rates.....	19
6.2.1 Travel allowances .....	19
6.2.2 Calculation of mileage.....	20
6.2.3 Review .....	20
6.3 Car insurance.....	20
6.4 Daily subsistence allowance.....	21
6.4.1 Eligibility for subsistence allowance .....	21
6.4.2 Rate of subsistence .....	21
6.4.3 Subsistence claims .....	22
6.5 Overnight allowance.....	22
6.6 Travel out with the boundaries of the Association's operating area .....	22
7.0 Callout.....	24
8.0 Sickness absence .....	25
8.1 Purpose and scope of procedure .....	25
8.2 Monitoring and review of absence .....	25
8.3 Failure to comply with procedures .....	26
8.4 Notification of absence .....	26
8.5 Certification .....	27
8.6 Return to work interview.....	27
8.7 Monitoring interview .....	28

8.8	Medical reports.....	28
8.9	Payment of sick pay .....	29
8.10	Returning to work on a reduced basis .....	30
8.11	General .....	30
8.12	Definition of entitlement.....	31
8.13	Illness on public / annual holidays .....	31
8.14	Other absences.....	32
9.0	Pensions .....	33
9.1	Eligibility .....	33
9.2	Contributions.....	33
9.3	Retirement benefits .....	33
9.4	Death in service .....	33
9.5	Death after retirement .....	34
9.6	Termination of employment.....	34
10.0	Health and safety .....	35
10.1	Association responsibilities.....	35
10.2	Staff responsibilities .....	35
10.3	Fire instructions.....	36
10.4	Mobile phones.....	36
11.0	Flexitime.....	37
11.1	Permitted hours.....	37
11.2	Core time .....	37
11.3	Accounting period .....	37
11.4	Time credits / time debits .....	37
11.5	Lunch break .....	38
11.6	Medical and other appointments.....	38
12.0	Equality in the workplace.....	39
12.1	The Association's commitment:.....	40
12.2	Employee responsibilities .....	40
13.0	Data protection .....	42
13.1	Data .....	42
14.0	Conflict of interest / confidentiality .....	44
14.1	Conflict of interest .....	44
14.2	Confidentiality.....	44
15.0	Leave .....	45
15.1	Notification .....	45
15.2	Annual leave .....	45
15.2.1	The annual leave year.....	46
15.3	Medical, dental and hospital appointments.....	46
15.4	Compassionate leave.....	46
15.4.1	Parental bereavement leave .....	47
15.4.2	Funerals.....	47
15.5	Longer term unpaid leave of absence .....	48
15.6	Study leave .....	48
15.7	Jury service.....	48
15.8	Reserve military service .....	48
15.9	Public appointments .....	49
15.10	Time off for trade union duties.....	50
15.11	Time off while under notice of redundancy .....	50
15.12	Severe weather conditions .....	50
15.13	Unauthorised absence .....	50
16.0	Maternity provision .....	52
16.1	Time off for antenatal care.....	52

16.2	Maternity leave.....	52
16.3	Notification of maternity leave .....	53
16.4	Maternity pay.....	53
16.5	Returning to work after maternity leave .....	54
16.6	Working during maternity leave / keeping in touch days .....	54
16.7	Planned return to work after maternity leave .....	55
17.0	Paternity leave.....	56
17.1	Shared parental leave .....	56
18.0	Adoption provision.....	57
18.1	Adoption leave .....	57
18.2	Entitlement .....	57
18.3	Adoption pay .....	57
18.4	Notification .....	58
18.5	Returning to work after adoption leave .....	58
18.6	Working during adoption leave/ keeping in touch days .....	58
19.0	Parental leave .....	59
19.1	Procedures.....	59
20.0	Time off to care for dependents.....	60
21.0	Flexible working.....	61
22.0	Staff suggestion scheme .....	62
22.1	Procedures.....	62
23.0	Long service awards .....	63
24.0	New employee induction .....	64
24.1	Procedures.....	64
25.0	Personal development framework .....	65
25.1	Purpose.....	65
25.2	Benefits .....	65
25.3	Procedure .....	65
26.0	Computer security .....	66
26.1	Social networking .....	67
27.0	Substance abuse.....	68
28.0	Smoking at work.....	70
28.1	Smoking breaks .....	70
28.2	Work areas.....	70
28.3	Visiting tenants.....	70
29.0	Discipline.....	71
29.1	Responsibilities .....	71
29.2	Principles .....	71
29.3	The right to be accompanied .....	72
29.4	Informal action.....	73
29.5	Investigation .....	73
29.6	Suspension .....	74
29.7	Disciplinary hearing .....	74
29.8	Stages in the disciplinary procedure.....	76
29.8.1	Stage one: First Written Warning .....	76
29.8.2	Stage Two: Final Written Warning.....	76
29.8.3	Stage Three: Dismissal or other penalty.....	76
29.9	Gross or serious misconduct .....	77
29.10	Appeals procedure .....	78
30.0	Grievance procedures .....	80
30.1	Principles .....	80
30.2	The right to be accompanied .....	80
30.3	Procedure .....	81

30.4 Appeals .....	81
30.5 Mediation .....	82
31.0 Anti harassment and bullying.....	84
32.0 Whistleblowing .....	86
33.0 Anti bribery and corruption .....	87
34.0 Retirement.....	88
35.0 Redundancy .....	89
36.0 Leaving procedure.....	90
37.0 References.....	91
38.0 Notice.....	92
38.1 Senior staff.....	92
38.2 General notice entitlements.....	92
39.0 Trade union recognition and membership.....	93
39.1 Personal rights .....	93

## 1. Langstane Housing Association Ltd

### 1.1. Introduction

This handbook is designed to tell staff about Langstane Housing Association, its history and its beliefs, and to provide a reference point for when staff wish to know details about their terms and conditions of employment and the benefits offered by the Association. Further clarity can be found within various policies which are held in Outlook Folders as is a copy of the Association's Rules.

It is difficult in a handbook of this size to cover every detail of employment with the Association, but if further guidance is needed on any aspect, employees should not hesitate to ask their line manager or the HR & Corporate Services Manager. Staff who are members of a union may contact their union representative should they not agree with the information received or it is felt that the application of Association policy has been administered unfairly.

### 1.2. Origins

Langstane Housing Association Limited is a non-profit making organisation that is a registered social landlord, a registered Scottish Charity (No: SC011754), and is registered under the Co-operative and Community Benefit Societies Act 2014 (No: 1916R(S)). The Association is a registered property factor (No: PF000666), a registered letting agent (No: LARN2001005) and is governed by its Rules which are approved by its members.

The Association was registered in October 1977 to provide good quality accommodation to (mainly) single men who had difficulty accessing affordable accommodation in Aberdeen. In many instances this was the first time that people could access a safe, secure, permanent home.

Over the years this provision has been expanded upon and the Association continues to provide for members of society who may have limited choices available to them or may be deemed vulnerable. As well as single person accommodation, a range of family sized homes are now available for let. However, Langstane's original ethos of assisting those in need, remains as strong today as it was when the organisation was created.

Langstane (SP) Housing Association was set up in 1982 to complement the work of Langstane Housing Association by providing low cost home ownership for people, including families, who aspired to this tenure but whose income was insufficient to allow them to purchase on the open market. Following a name change, Next Step Homes Limited was subsequently established as a registered social landlord and a subsidiary of Langstane Housing Association. Following a transfer of engagements on 31 March 2017, Next Step Homes Ltd was de-registered and ended as a company.

Stockethill Homes was a private sector landlord and the 'vehicle' used to rent mid-market properties. This was replaced by Langstane Property Ltd on 1 March 2020, two other subsidiaries, Langstane Developments Ltd and Langstane Maintenance Ltd, were created and remain dormant. Stockethill Homes is currently dormant. These organisations form the 'Langstane Group'.

### 1.3. What the Association does

The principal and registered objects of the Association and its subsidiary are contained within their Rules.

However, the Association creates a Business Plan to set its priorities for the coming years and the Mission and Vision of the Association is captured in this document.

Our **Mission** is to provide homes and services that make a positive difference to people's lives.

Until such time as society does not differentiate about tenure, it is important to us that people view social housing positively and our homes and services have a positive impact to individuals and communities.

Where practical we deliver the help and assistance our tenants need to live independently, including the provision of housing support. When necessary, we signpost tenants to external support services that can better meet their specific needs. This assists us to help tenants sustain their tenancies and avoid, wherever possible, homelessness.

Our vision is to "**be the best we can be**".

To help us achieve our vision we will invest in:

- Our customers;
- Our homes;
- Our people;
- Our organisation; and
- Our communities.

Achieving our ambitions will take dedicated resource and changed working practices. However, we recognise this and are focused on making the necessary changes.

The Association's core **Values** are detailed within the Business Plan and a commitment is given to:

- Value people;
- Aim high;
- Be proud of our roots;
- Rely on teamwork;
- Be prudent financial managers;
- Be open and accountable;
- Move with the times; and
- Hold ourselves to account if we fail to deliver our values.

## 1.4. Organisation

The Group at present operates within the Grampian area and has two main management service bases, the registered office at 680 King Street, Aberdeen AB24 1SL, and a satellite office at 7 North Guildry Street, Elgin, IV30 1JR.

Langstane Housing Association Ltd is managed by a voluntary Board of Management elected from within its membership at the Annual General Meeting. The management of Langstane Property Limited and other subsidiaries is by a Board appointed by the parent body (Langstane Housing Association Ltd).

Langstane's Board of Management is responsible for all policy decisions and controls and monitors their implementation. It exercises its function as an employer of staff through its Resource and Investment Committee.

The day to day operation of the Association is the responsibility of staff under the Chief Executive, and the Directors of Asset Management, Finance and Corporate Services and Housing who together form the Senior Management Team.

## 1.5. Employer

In addition to an excellent ethos, vision and set of values that all those employed or associated with Langstane Housing Association are expected to embrace; excellent terms, conditions and benefits are provided.

As in any industry these can be subject to change but the Association believes that the terms, conditions and benefits offered are worthy of recognition.

The following are currently provided:

- Defined Contribution Pension Scheme with a death in service benefit of three times annual salary;
- Generous annual and flexi-leave entitlement;
- Excellent opportunities for training and development;
- Automatic annual incremental pay awards within salary scale;
- Appropriate travel and subsistence allowances;
- Enhanced sickness benefits;
- Enhanced maternity, paternity and adoption allowances;
- A selection of tax-efficient salary sacrifice benefits (cycle to work, childcare vouchers and pension payments);
- Relocation expenses for designated roles;
- A proactive approach to improving the health and safety of all employees;
- An environment where there is no tolerance towards bullying, harassment or discrimination of any kind;
- A caring approach to dealing with staff issues (not just those related to employment);
- Recognition of long service;

- A balanced approach taken when approaching performance management; and
- A pleasant, modern working environment.

However, as a registered social landlord there are some restrictions placed on employees because of their connection with the Langstane Group.

Therefore it is essential that all employees are familiar with and follow the Entitlements, Payments and Benefits Policy.

In basic terms this ensures that any entitlement, payment or benefit that a person receives out with the terms of their employment contract, is properly accounted for and approved. This includes, but is not limited to, the allocation of tenancies, the use of certain contractors connected to the Association or the receipt of gifts and hospitality.

## 1.6. Board of Management

Chair            James Knowles  
 Vice Chair     John Fraser  
 Treasurer:     Jenny Greener

There are a maximum of 15 Board of Management members at any given time and a minimum of seven.

The role of Company Secretary for each of the Group's entities is undertaken by the Director of Finance & Corporate Services.

## 1.7. Handbook references

SFHA ACAS	Scottish Federation of Housing Associations Advisory, Conciliation and Arbitration Service
Departmental Directors	Director of Asset Management; Director of Finance & Corporate Services; and Director of Housing
Service Managers	Asset Manager; Finance Manager; Housing Services Manager; HR and Corporate Services Manager; IT Manager; Property Services Manager; and Support Services Manager.
Line Managers:	Supervisors; Team Leaders; Service Managers; Departmental Directors; and Chief Executive.

## 2. General

All staff are expected to work for the advantage of the Association and to use the skills appropriate to their role in a flexible manner. As job descriptions cannot be entirely comprehensive, staff are expected to carry out any duties requested by the Chief Executive, Directors or line managers that are broadly consistent with the requirements of their employment and their individual job descriptions.

Staff must ensure they are familiar with and comply with all of the Association's policies.

Whilst the Association provides this staff Handbook as a point of reference for staff and management, where reasonable adjustments are required, for example due to a disability, these will be considered in full by the Senior Management Team and a decision given on a case by case basis.

In addition, whilst every attempt is made to ensure this handbook is up-to-date, where a policy exists that supersedes the content of this handbook the most recently approved policy will be applicable. Where a policy exists, it should be read in conjunction with the staff handbook. The Association will endeavor to keep policies and procedures up-to-date at all times.

### 2.1. Dress Code

Although no formal dress code is set down, all staff are expected to be smartly dressed whilst at work even on 'dress down Fridays' if they are likely to be in contact with external customers (including tenants). This includes external customers who may bypass staff whilst entering and leaving a meeting room.

Other than stating health and safety requirements for staff carry out particular roles, all staff must wear clothing that is appropriate for the situation they are working in, present a professional appearance and reflect an awareness of customer perceptions. Therefore it is inappropriate for clothing to be worn that may be considered by the average person to be unprofessional, offensive or cause upset to others.

The Association will consider any requirement to deviate from the above code on equality grounds. This includes on a temporary basis.

Identification badges must be worn at all times when visiting / dealing with tenants and other customers or when representing the Association at an event. If required by the Association, an identification badge will be worn in the office environment at all times. Safety lanyards will be provided to avoid unnecessary risks to employees.

### 2.2. Duties

All employees of Langstane Housing Association may be called upon to perform duties, in accordance with their job description, to the benefit of any other body with which the Association has a contract to provide services. Adequate training to perform such duties will be made available.

### **2.3. Code of Conduct**

The Association's Code of Conduct sets out the standards of conduct required of staff and is signed by all employees. New members of staff receive the Code of Conduct along with their offer of employment to be signed and returned to the HR and Corporate Services Manager before employment starts. Existing members of staff confirm, in writing, that they adhere to the Code of Conduct on an annual basis.

### **2.4. Service**

Other than as provided for in the Scottish Housing Association Pension Scheme (SHAPS) managed by TPT Solutions, the Association does not accept continuous service from previous employment. Relevant service for entitlement to redundancy payments; sickness, family friendly or annual leave; and any other such related benefits, starts on the first day of employment with Langstane Housing Association Limited (or any other member of the Langstane Group) only.

### **2.5. Conditions**

Where reference is made to Statutory Payments or to the SHAPS Defined Contribution Pension Scheme, details may be obtained from the Finance Team.

### **3. Mobile devices and social media**

The use of mobile and other electronic devices for personal use during working hours must be kept to a minimum and not cause disruption to either the employee using the device or colleagues. Where line managers are concerned that an employee is causing disruption, the Association reserves the right to implement a 'no mobile devices at desk' policy. This may be introduced for an individual, a team, department or Association wide depending on the issues / disruption experienced.

Accessing social media for personal use during working hours is prohibited. Any member of staff found to be utilising social media (for personal use) during working hours may be subject to disciplinary action by the Association.

At all times the Association's Social Media Policy must be adhered to.

#### **3.1. Mobile phones and other electronic devices provided by the Association**

Eligible employees will be provided with a mobile phone and will have their mobile telephone rental and business calls paid. This does not just relate to those who are part of the Business Continuity Team.

The Association allows staff to use the mobile phone for personal use within reason but does reserve the right to recharge employees for the cost of personal calls made.

Where the Association has provided electronic devices to employees to use during their working day, reasonable personal use is permitted as detailed above. However, at all times the Association's policies and procedures must be adhered to and at no time will employees be permitted to use such a device to access sites that are inappropriate from a legal or moral perspective, as defined by the Association. If there is any doubt as to the appropriateness of a website, clarity should be sought from the HR and Corporate Services or IT Manager.

## **4. Hours of employment**

Normal hours and working patterns are specified in a member of staff's individual contract of employment. Full time hours of work are 35 per week (40 hours per week for direct labour operatives (DLO)) Monday to Friday excluding lunch breaks and must meet the requirements of the service.

Members of the Senior Management Team and Service Managers are expected to work as many hours as are reasonably necessary and dictated by the role to enable them to carry out their duties in a professional manner. However, no manager is expected to work such long hours as would be detrimental to their health or to the quality of work undertaken. Time management is a recognised management skill.

### **4.1. Accounting for hours**

The Association's time management system will be monitored to ensure procedures are being correctly followed and to ensure that working hours of employees are within health and safety and working time guidelines set out by the Working Time Regulations Act 1998.

Employees cannot regularly work in excess of the 48-hour limit on average weekly working times provided by the Working Time Regulations 1998, unless an opt-out agreement is signed. It is not the expectation that this is required.

Full details of the Working Time Regulations 1998 can be made available if required by contacting the HR and Corporate Services Manager.

The Association reserves the right to use the time management system to monitor an employee's working pattern where performance issues are present or suspected.

It is the sole responsibility of individual employees to ensure that their working hours are correctly recorded. Unaccountable recorded hours may be formally investigated.

### **4.2. Overtime**

All members of staff may be asked to work additional hours and should not unreasonably refuse to do so. Overtime must be authorised the Departmental Director in advance. Staff up to Team Leader level will be eligible for overtime payments.

### **4.3. Flexi hours**

Time credits accumulated by working during permitted working hours (8am to 6.30pm) do not qualify for payment at overtime rates however flexi hours can be claimed. No payment will be made for time credits on termination of employment.

#### **4.4. Working out with permitted hours**

Staff are occasionally required to work out with permitted working hours, e.g. evening meetings, emergencies. These hours are eligible for overtime or may be taken as time off in lieu. Unless an emergency has occurred, authorisation must be given in advance and a time limit for taking the hours as time off in lieu or paid as overtime, agreed. Time off in lieu should be taken within six months of accrual. Where this is not possible then after six months the situation will be reviewed and either an extension agreed or payment authorised.

Managers and members of the senior management team excluded from overtime payments qualify for an evening meal allowance if they have to work after 6.30pm.

#### **4.5. Time off in lieu (TOIL)**

For those that qualify, time off in lieu (TOIL) may be accrued for work that is undertaken out with permitted working hours but is not paid at overtime rates (no member of staff can claim both TOIL and paid overtime for the same accrual although the accrual can be split into part TOIL and part overtime).

Time worked, including time worked out with permitted hours must always be recorded on the Association's time management system. If a member of staff qualifies and wishes to take time off in lieu, a note of the hours over and above permitted working hours must be held separately.

When time off in lieu is being used the HR and Corporate Services Manager must receive details of the lieu time (dates and times of accrual must also be given) and this will be added to the time management system. The employee will then record their absence on the time management system using the time off in lieu (TOIL) category.

#### **4.6. Conferences**

Conferences are considered staff development and a benefit in themselves. Fees, accommodation and second class rail travel are booked and paid for by the Association. Subsistence and car travel expenses may be claimed with prior approval although the most cost effective form of travel should be undertaken unless impractical to do so (at the discretion of the Departmental Director).

If a conference covers two weekend days, two days leave may be taken in lieu. No payment whatsoever will be made for this time. Such leave is to be taken out with the flexitime system.

There are no fixed rules for the provision of overnight accommodation whilst attending a conference or other events out with the area. Consideration will be given on a case by case basis and in advance.

Attendance at conferences, including travel time from point of work (or home if this is closer), must be recorded on the Association's time management system. Time off in lieu will be given for time out with permitted hours.

## **5. Rates of pay**

### **5.1. Increments**

Annual increments within the salary scale will be paid in April provided the post holder has been employed for a continuous six months period prior to 1 April and has successfully completed their probationary period. There are no exceptions to this rule.

Where staff temporarily occupy a higher grade position, the issue of increment payments will be dealt with on an individual basis having regard to performance and length of time spent in the temporary post.

### **5.2. Cost of living reviews**

Staff will be notified separately of any cost of living reviews as these are agreed with the recognised trade union. This will include members of staff who have less than six months continuous employment.

### **5.3. Scale point start**

New or newly promoted staff will normally begin employment with the Association at the lowest point on the relevant scale.

The Chief Executive or respective Departmental Director may agree a higher starting point for appropriate skills and experience only after consulting the Director of Finance and Corporate Services to ensure sufficient budget is in place.

### **5.4. Salary payments**

All salaried staff will be paid by direct payment to their specified bank or building society account on or by 15th of each month. This payment will be 1/12th of annual salary, less statutory or voluntary deductions, and is the salary due for the calendar month in which it is paid.

All reasonable efforts are made to ensure expense payments and adjustments, for example, overtime payments, tax payments or credits, are included in the monthly payment. A detailed breakdown of the payments is provided each month.

### **5.5. Overtime payments**

Staff entitled to overtime payments, i.e. staff up to team leader level will be paid for authorised overtime at the appropriate rate.

The overtime rate is 1.5 times the normal hourly rate. The overtime rate is only payable after 35 hours have been worked, and for time worked outside permitted working hours. Overtime will not be paid where time off in lieu is given.

## 5.6. Temporary higher post

It is recognised that from time to time staff occupying a more senior position within the Association may be absent from work due to a variety of reasons and for varying periods of time. During these times the duties of the employee will normally be carried out by a number of colleagues. However, if a member of staff is formally asked to take full responsibility for a post attracting a higher salary the salary paid will be the rate for the higher post for the period in question, at a point on the scale determined by the Chief Executive having regard to the experience of the member of staff.

An employee informally undertaking higher grade duties on a temporary basis may ask for their salary to be reviewed after three months of acting up (unless arrangements have already been put in place).

Where only some duties will be undertaken, an 'acting' allowance may be negotiated on an individual basis. This should not be confused with the requirement for most, if not all staff, to deputise for their line manager on occasion and during shorter spells of illness / absence.

## 6. Travel and subsistence payments

All employees who are travelling on business of the Association (and its subsidiaries) away from their regular place of work are entitled to claim expenses and allowances as detailed below.

Employees have a duty to use the most cost effective mode of travel and to ensure that all travel and subsistence payments are reasonable and accurate. In the first instance, the availability of the pool car should be determined and if available (and provided that appropriate checks have been made) used by the member of staff particularly for journeys out with Aberdeen or Elgin.

### 6.1. Car user expenses

The Association will pay mileage to employees who use their motor vehicle for authorised business use on a regular basis. There are currently two categories of car users – essential car users and casual car users.

The HR and Corporate Services Manager, along with the Service Manager, will determine (at the beginning of the recruitment process) whether or not a motor vehicle is required for the efficient and effective delivery of the post holder's duties. If a vehicle is required the Departmental Director will determine whether or not the requirement is designated as either essential or casual car user using the guidance below.

**Essential car users** - Essential car users are employees whose duties are of such a nature that it is essential for them to have a motor vehicle at their disposal whenever required by the Association.

To be eligible for an essential car user allowance the following must apply:

- Driving a car / vehicle is an integral and regular feature of the role undertaken; and therefore
- Having a current driving licence and use of an employee's own car / vehicle are deemed to be essential and compulsory for the performance of the role.

**Casual car users** - Employees who do not meet the Association's criteria for an essential car user allowance, but who use their car / vehicle on a different basis including irregular or ad hoc business journeys, will be entitled to claim a casual car user mileage at the agreed rate.

At all times employees are responsible for ensuring their mileage claims are accurate and their journeys are efficient e.g. they group visits to a remote location where practical to do so or they car share when practical to do so.

All employees whose post is designated as an essential car user will receive a lump sum payment (paid in monthly instalments).

Members of staff who job share or work on a part time basis will have the lump sum apportioned pro rata to their hours of work.

Where a post is designated as an essential car user the provision of a vehicle is a requirement of the post and it is the sole responsibility of the employee to provide such a vehicle.

Normally an essential car user who loses their driving licence or access to a motor vehicle will lose their employment if, following full consideration, no reasonable adjustments can be made. Only in extreme circumstances would the Association deviate from this policy and only with prior Board approval. Decisions will be made on a case by case basis and any approval to deviate from policy will not necessarily set a precedent.

The Association reserves the right to remove an essential car user allowance where the mileage undertaken is consistently low and therefore the post no longer warrants an essential car user status or where a motor vehicle is not provided by the employee and this is accepted by the Association.

## 6.2. Travel expense rates

The current rates for travel expenses are available from the Finance service. These are currently:

### 6.2.1. Travel allowances

#### 1. Essential car users (all engine capacities)

Annual lump sum for those working a 35 hour week     £822.00  
(paid in 12 monthly instalments)  
Pro rata for all other employees

#### Mileage rates:

First 10,000 miles per year     £0.45 per mile  
After 10,000 miles per year     £0.25 per mile

#### 2. Casual car users (all engine capacities)

#### Mileage rates:

First 1,000 miles per year     £0.5365 per mile  
Next 9,000 miles per year     £0.45 per mile  
After 10,000 miles per year     £0.25 per mile

#### 3. Occasional car users (non authorised car user)

An occasional car user is an employee who is not an authorised car user but who has agreed to use their car for a business journey (and is insured for such a purpose). As a general guide such an employee will not normally undertake more than 12 return journeys in a year, or exceed total annual mileage of 600 miles. Occasional use will be paid at casual user rates.

#### 4. Motor cycle allowance

Mileage rates for motor cycle use are paid at £0.24 per mile for all mileage claimed.

#### 5. Public transport

If public transport is used, the actual travel expenses incurred will be reimbursed on production of receipts where available.

#### 6. Bicycle allowance

An allowance for bicycle usage will be paid at a rate of £0.20 per miles for all mileage claimed.

### 6.2.2. Calculation of mileage

Mileage from home to 'permanent place of work' (defined as the place where an employee spends the major part of their working day / week) is not normally payable.

In general, allowances in respect of business miles are not taxable but the Association follows current HMRC guidance in respect of the tax and national insurance contribution status of expense allowances paid.

Details of the most up-to-date guidance can be found at <https://www.gov.uk/expenses-and-benefits-business-travel-mileage/rules-for-tax>

All journeys will be authorised in advance by the appropriate manager and claims for travelling allowances submitted to, and approved by, the appropriate manager.

Expense claims for a month must be submitted to the Finance Service in accordance with the timetable issued at the start of each calendar year. Any expense claims not submitted by the specified date will not be paid until the following pay period.

### 6.2.3. Review

The Association reserves the right to review any employee's eligibility to use his / her private car on Association business or amend the classification by reviewing it every three years. Those affected will be consulted before any review change. Six month's notice will be given of any change before implementation.

## 6.3. Car insurance

Essential and casual users using their own private vehicle for business purposes must ensure they not only have comprehensive motor insurance, but the cover includes business use and this level of cover is maintained at all times. The Association requires a copy of a valid insurance certificate to

be held in the staff members' file at all times. This will be provided on the anniversary of the insurance renewal or as the Association may consider appropriate.

The Association will also at least annually request sight of current driving licences and, where appropriate, a valid MOT certificate. This function will be the responsibility of the HR and Corporate Services Manager.

Where an employee fails to give sight of insurance documents, driving licence and, if required, an MOT certificate, this will lead to formal action being taken and allowances stopped. These will not be re-instated until such time as the documents are produced and may not be backdated until the time the allowances stopped. This will be dealt with on a case by case basis and the reasons why the documentation was not produced will be taken into account.

If for any reason, an employee who uses their car or any vehicle belonging to the Association during the course of their work loses their driving licence or insurance cover, it is their sole responsibility to highlight this to the Association. This must be done with immediate effect and driving on Association business suspended until such time as the matter is fully considered. This must be highlighted to the HR and Corporate Services Manager and the employee's line manager.

#### **6.4. Daily subsistence allowance**

Current subsistence rates and allowances are available from the Finance service.

##### **6.4.1. Eligibility for subsistence allowance**

Where an employee is working away from their permanent place of work they may be eligible for a subsistence allowance. Travel between Association office locations (Aberdeen, Elgin and Peterhead) is classed as attendance at an alternative place of work and there will be no entitlement to reimbursement for any food unless the employee is required to stay overnight, when dinner and breakfast may be claimed as part of the overnight stay cost.

##### **6.4.2. Rate of subsistence**

Subsistence may, with appropriate receipts, be claimed on an actual cost basis within the following indicative limits:

Period of absence	Claim Limit
More than 7 hours and no food provided, lunch taken away from office premises	£ 5.50
More than 12 hours and no food provided – Dinner	£12.00
More than 24 hours and where breakfast is not included in the accommodation tariff – breakfast	£ 5.50

Late working in the office, for provision of an evening meal in the office £12.00

Late working in the office applies to working after 10.00pm and must be pre-approved by a line manager.

Breakfast where there is a requirement for a pre 6.00am start to a journey £ 5.50

The limits above are mandatory and can only be exceeded with prior line management approval.

#### **6.4.3. Subsistence claims**

Claims for subsistence must be made on an official Association expense claim form. Subsistence payments will not be made from petty cash.

Claims for subsistence must be accompanied by VAT receipts.

Expense claim forms must be approved by an authorised line manager.

Under no circumstances will claims for alcohol be reimbursed. Employees are reminded of the regulations in the Staff Handbook regarding alcohol at work.

The period of absence should be calculated on the actual time of absence based on departure time from home or office and time of arrival back at home or office, less the usual journey time from home to office. Multiple periods of absence in any one day may be aggregated where separated by less than one hour back at the office during which time no meal could be taken.

#### **6.5. Overnight allowance**

Overnight expenses are paid where staff cannot reasonably be expected to make the return journey to and from a meeting or other place of work in the same day. There are two elements:

- Overnight accommodation – all accommodation should be pre-booked through Corporate Services prior to departure. Overnight accommodation will be booked on a bed and breakfast basis.
- Expenses – expenditure to cover the cost of remaining meals within a 24-hour period within the indicative limits detailed above.

#### **6.6. Travel out with the boundaries of the Association's operating area**

Travel out with the boundaries of Aberdeen City, Aberdeenshire and Moray Council areas should be made by public transport, normally using trains.

Claims for the cost of public transport will be made on the Association's standard expense claim form accompanied by appropriate receipts.

All members of staff who are travelling will travel at second class / standard rate.

Where public transport is not readily available, or where the cost of public transport is prohibitive, members of staff will, in the first instance, make use of an Association pool car. Where a pool vehicle is not available or where the use of a pool car would lead to significant issues for other Association users a member of staff may make use of their own vehicle subject to the mileage claim provisions previously detailed.

Where more than one member of staff is travelling to the same location they will be expected to share vehicles in order to minimise the cost to the Association.

## 7. Callout

The Association does not provide an emergency stand-by service. However, certain staff may be called out in the event of an emergency out with permitted working hours. Staff, up to and including managers will be eligible for a callout payment if they are required to leave their homes.

Major emergencies are detailed within the Association's Business Continuity Plan.

Depending on the emergency and the length of time of the callout, all reasonable expenses will be repaid, a callout payment made and time off in lieu considered.

Where a callout payment is paid, it will be at 1.5 times the normal hourly rate from Monday (pm) to Friday (am). 2 times the normal hourly rate will be paid from Friday (pm) to Monday (am) and on public holidays when the office is closed.

The exception to the above will be when the Association's Business Continuity Plan is enacted. In this instance the level of redress available will be decided on a case by case basis.

## **8. Sickness absence**

The Association aims to maximise attendance at work for all employees.

Employee absence, particularly when unplanned can seriously impact on the Association's ability to effectively manage the business. The Association recognises that a certain level of absence may be unavoidable due to sickness and other reasons but also recognises that such absences require to be managed. It is in the best interest of all employees to assist in minimising absence levels to enable achievement of organisation key performance indicators and to maximise the efficiency of the business.

The procedure below has been designed to ensure that a fair and consistent approach is taken to managing attendance within the Association.

### **8.1. Purpose and scope of procedure**

This procedure applies to all employees of Langstane Housing Association and outlines employees' obligations in respect of any sickness absence. It is stressed that the main purpose of this procedure is to make sure that employees are supported whilst working for the Association. The procedure applies to both short and long term absences.

### **8.2. Monitoring and review of absence**

Levels of absence must be contained at a minimum level because everybody's work is important both within the team environment and for the Association as a whole.

Absence is monitored and reviewed on a regular basis by service managers and senior staff. Various industry approved methods of recording absence may be utilised by the Association to provide the most robust information available and to analyse absence levels.

The Association maintains accurate and up to date records of all employee absences. Absence monitoring reports are provided to managers on a regular basis and managers are expected to take action if necessary or appropriate. An employee's attendance record will be discussed at a return to work interview or any other meeting duly arranged to discuss performance.

Statistical information on absence levels will also be communicated, by whichever means appropriate, in order that employees, managers and the governing body are aware of the absence levels prevailing within the Association. For the avoidance of doubt and in line with the Data Protection Act 1998, no employee will be individually named within any statistical information communicated.

The Association appreciates that illness occurs and time off may be necessary on occasion. However, continual or repeated absence through sickness may become unacceptable due to its impact on the operations of the business and on other members of staff.

In deciding whether repeated short term absence levels are acceptable or not, or whether long-term absence can be supported, the Association will take into account the reasons, extent and likely duration of the absence. It should be noted that the Association reserves the right to take forward discussions and action following one absence if it is deemed appropriate – there is no tolerated absence rate before action is considered.

### **8.3. Failure to comply with procedures**

It is an important term of an employee's employment that they comply in full with the sickness and absence rules and procedures set out by the Association and a failure to do so can render an employee liable to disciplinary action.

### **8.4. Notification of absence**

An employee who is unable to come to work due to illness or injury must telephone the Association and speak directly with his / her line manager. This should be done as soon as possible and before 10.00am unless there are exceptional circumstances in which case it should be done as soon as reasonably practicable. This will enable effective work planning and allocation of work.

Messages are not to be left on voicemail. If an employee's line manager is not available, a more senior member of staff or the HR and Corporate Services Manager must be contacted. Messages regarding absences must not be left with colleagues nor should text messages or emails be sent to advise of illness. An employee's manager must be advised of the reason for absence and how long the absence is likely to continue. Employees should agree with their manager when further contact will be made.

Line managers are then required to notify all staff absences to the HR and Corporate Services Manager as soon as practical and no later than close of business on the first day of absence. It will be the responsibility of line managers to make interim arrangements for the employee's work and to advise colleagues of such arrangements (whilst ensuring confidentiality).

Employees must telephone their manager the day before their expected return date to confirm their return to work.

The Association reserves the right to make contact with employees during periods of sickness absence. Home or hospital visits may be carried out where appropriate and following guidance provided by the HR and Corporate Services Manager.

In certain circumstances it may be necessary for the Association to obtain a medical report from the employee's doctor. Employees have rights under the Access to Medical Reports Act 1988, which are explained in greater detail at 8.8.

In addition employees may be asked to undertake a medical examination, and consent to reports on their absence and suitability to attend work / return to work being supplied to the Association by its medical advisers.

Where necessary, and following a prolonged period of absence, the Association will ensure that all required reasonable adjustments are provided to assist an employee to return to their normal duties, as soon as possible. Reasonable adjustments will be agreed, in advance, with the HR and Corporate Services Manager. Please note that this does not extend to the provision of alternative transport to get to work.

When an employee returns to work, the manager will hold a return to work interview to discuss the employee's absence and ensure that he / she is fit to return.

In addition, employees may also be required to attend a further meeting(s) with their manager in relation to their attendance record or to attend a medical examination to ensure their fitness for the work undertaken.

### **8.5. Certification**

Self-certification forms duly completed and authorised are acceptable for sickness absence lasting seven calendar days or less (this includes days not normally worked) and must be completed on the day of return. No self-certification will be accepted for periods other than the first seven days of illness.

If an absence lasts for more than seven days a "statement of fitness for work" or "fit note" to cover the whole period of absence (following self-certification) must be obtained from a suitably qualified medical professional, normally the employee's GP. This must be sent to the HR and Corporate Services Manager as soon as practicable. The fit note should be renewed as necessary during the period of incapacity and must cover the entire period following self-certification with no gaps.

The employee is responsible for ensuring that fit notes run continuously and late submission may result in late or non payment of sick pay. Failure to provide continuous fit notes may result in disciplinary action being taken.

### **8.6. Return to work interview**

A return to work interview is required after each and every period of absence. The objective of a return to work interview is to understand the reasons for the absence and to discuss with the employee the effect their absence has had on the service.

The employee's line manager will conduct the interview on the first day of the employee's return to work or as soon as possible thereafter. A copy of the interview report, which forms part of the self-certification form, will be kept in the employee's file.

When, during a return to work interview, an employee states their absence is wholly or partly related to a work matter an accident / incident form or a stress risk assessment must be completed.

The HR and Corporate Services Manager will determine whether or not an independent assessment is required before the member of staff can resume normal duties.

### **8.7. Monitoring interview**

An employee may be required to attend a further documented interview with their line manager to discuss absence. This is at the discretion of the line manager but will be no later than following three or more periods of absence or if the total absence (whether taken in a single absence or by adding together a number of separate absences) extends to 10 days or more in any twelve month rolling period.

Such an interview will be documented and held on the employee's personnel file and may result in absence monitoring over a given period whereby a substantial improvement in attendance may be sought. A medical examination may be sought to assist in determining the nature of any illness and the return to good health of the employee. Individual circumstances will vary, however, the employee will be expected to attain and sustain the required attendance levels and any reasonable support to enable them to do this will be provided.

The employee's situation will be dealt with in accordance with the Association's policies including, but not restricted to, the disciplinary policy.

### **8.8. Medical reports**

In situations where an employee has health issues resulting in absence from work by reason of sickness on a persistent basis or for an extensive period of time, the Association may require a medical report from their GP.

Employees have rights under the Access to Medical Reports Act 1988 and will be allowed full access if they so wish, to any medical reports produced as a result of either of the above actions.

The doctor / specialist cannot submit the report to the Association without the employee's consent. Employees may withhold consent to the report being sought or can request to see the report prior to it being forwarded to the Association.

If an employee indicates that they wish to see the report in advance, the Association will inform the employee when the doctor / specialist has been written to. The doctor / specialist will also be notified that the employee wishes to see the report. Employees then have 21 days to contact the doctor / specialist to make arrangements to see the report.

Should the employee initially indicate that they do not wish to see the report before it is presented to the Association, they can still contact the doctor / specialist before the report has been provided. They have 21 days to contact the doctor / specialist to make such arrangements. It is Association policy to send employee's a copy of the report prior to arranging a meeting to discuss the content.

Employees have the right to ask the doctor/ specialist for a copy of the report for up to six months after it has been supplied (there may be a charge for this which is the responsibility of the employee to meet). Langstane will meet the costs of obtaining a medical report only where Langstane has requested it.

Employees may ask the doctor / specialist to amend any part of the report which is considered by the employee to be incorrect or misleading. If the doctor / specialist is not in agreement, the employee may attach a statement of their views with the report.

If the doctor / specialist thinks the employee or others would be harmed by the report or any part of the report, it can be withheld from the employee.

No decision will be made that could affect an individual's employment without careful consideration of all the circumstances.

Should an employee refuse to consent to a medical report, it will be explained to them that any decision will have to be made with regards to their condition, without the benefit of a medical opinion and therefore it is likely to be in their best interests to consent to the medical examination and report.

An employee may be asked to attend a medical, with the Association medical advisors, at the absolute discretion of the Association.

### 8.9. Payment of sick pay

Occupational sick pay (which includes statutory sick pay (SSP) payments) will be at the discretion of management and will not be unreasonably withheld. To qualify employees must have complied with the requirements on notification of absence and the provision of fit notes. Maximum contractual sick pay in any rolling period of 12 months is as follows:

<b>Employment</b>	<b>Full Pay</b>	<b>Half Pay</b>
New employee		
probationary period	statutory sick pay only	statutory sick pay only
First year	5 weeks	5 weeks
Second year	9 weeks	9 weeks
Third year	18 weeks	18 weeks
Fourth/fifth year	22 weeks	22 weeks
After fifth year	28 weeks	28 weeks

For the avoidance of doubt the payment of sick pay is calculated using the length of service as at the beginning of the absence or in the event of linked absences, the first episode of the linked absence.

The making of any such payments under this scheme in any one period does not imply the right to receive further payments in respect of any future or other periods of absence.

Any member of staff who does not agree with or understand the sick pay that they have received should discuss this with their line manager or the HR and

Corporate Services Manager in the first instance. If they still dispute the amount paid, employees may raise a grievance.

### **8.10. Returning to work on a reduced basis**

As part of the return to work strategy, following a significant absence a full discussion will be held with the employee and if possible with the employee's doctor or occupational health professional to assess the options for returning to work. This will be done in conjunction with the HR and Corporate Services Manager.

There may be occasions, particularly when employees have been off on long-term sickness, that it is recommended that the employee returns to work on a reduced hours basis.

If this is on a temporary basis, with a view to the employee returning to full contractual hours within a specified period of no longer than one month, then payment will be made at full pay for the period of reduced hours working.

If the period of reduced hours is unspecified then, after the first month, the employee will be paid for the actual hours worked only. However if the employee would still have been entitled to half pay under the sick pay scheme then this will be the minimum that is paid. If the employee has exhausted their entitlement under the sick pay scheme, they will be paid for the actual hours worked only.

If this reduced working hour's arrangement is made permanent (this will be considered on an individual basis and will involve discussions with the Departmental Director and the senior management team), the employee will be issued with a new contract of employment.

Should an employee suffer an ailment or injury that precludes them from returning to their post, the Association will consult the employee with the aim of finding reasonable alternative adjustments. However, if this is not possible all options will be explored with the employee.

### **8.11. General**

The Association would not expect any employee who is absent from work due to sickness or injury to:

- Participate in any sport, hobby or social activity, which is in any way inconsistent with their illness or injury and which could aggravate the illness or injury or which could delay recovery (this may include going on holiday);
- Undertake any other employment whether paid or voluntary;
- Engage in any activity, which is inconsistent with the nature of the illness or injury causing the absence.

In addition to the above an employee who is off sick is expected to comply with the directions of their medical advisor.

Any case involving a breach of this section of the sick pay scheme will be looked at on a case-by-case basis but disciplinary action may be taken. This may include action for gross misconduct.

The Association reserves the right to refuse or withdraw occupational sick pay (this may also include withdrawal or non-payment of statutory sick pay in some cases) where, in the opinion of the Association:

- False information is knowingly entered on any medical form, including a self-certification form. This is regarded as serious misconduct and could result in disciplinary action being taken;
- Failure to follow the procedures set out in this section;

The Association reserves the right to withhold occupational sick pay in the following instances until the full circumstances are investigated:

- The absence is caused by an employee being injured participating in a dangerous hobby or activity;
- The absence is caused through illness or injury occasioned at any outside employment (whether paid or unpaid).

In addition to the above, sums paid may be recovered from the employee, including by way of deduction from any sums payable to the employee by the Association.

The Association reserves the right to terminate the contract of employment of any employee absent through sickness or injury at any time and in accordance with current employment legislation. The right to terminate will not be affected by the fact that sick pay has been paid or is in the course of payment. There is no requirement that sick pay must have been exhausted before the Association may take a decision to dismiss. Any entitlement to sick pay will cease upon termination of employment for whatever reason.

## **8.12. Definition of entitlement**

The entitlement is in respect of the employee's own sickness and does not cover caring duties of anyone else within the household or another dependent.

Where there is a contagious disease within the employee's household which prevents attendance at work because of the risk of spreading the disease amongst fellow employees, the Association may at its discretion pay sick pay subject to any appropriate medical confirmation that may be required by the Association, otherwise employees will be expected to use annual leave or unpaid leave.

## **8.13. Illness on public / annual holidays**

If an employee becomes ill during annual leave for a period in excess of three days, this will be treated as sickness absence provided a fit note is obtained. In this case the employee will be able to retake their annual leave at a later date.

If an employee is absent for a period of time and included in that time is a public holiday, they will be entitled to a day in lieu. In these circumstances a fit note from a doctor will be required, self certification will not be accepted.

#### **8.14. Other absences**

There are a number of reasons why staff will be absent from work:

Flexi leave;  
Annual leave;  
Family friendly leave; and  
Training courses, etc.

These absences will have been planned in advance and approved by the employee's line manager.

Some absences which can happen to anyone are sudden and unplanned. In the event that a member of staff is unable to come to work on any day, or if they are going to be late, they are expected to let their line manager know of their absence by telephone as soon as possible and no later than 10am. If the staff member is unable to contact the office themselves, they must get someone to do it on their behalf.

The Association expects staff to act responsibly but should a line manager become aware that a member of staff is frequently late they should investigate the matter. If late arrival at work becomes an issue and the member of staff is late on a regular basis, the line manager will consider invoking the disciplinary procedure. For the avoidance of doubt, although the Association operates a flexible working policy, if an employee is required to provide services from a specific time (either on a regular or a flexible basis) then lateness will be calculated from that time.

## 9. Pensions

The Association offers all employees a pension. The Defined Benefit schemes closed with effect from 31<sup>st</sup> March 2021 and with effect from that date all employees have access to a defined contribution scheme. The scheme is administered by the Pensions Trust, a non-profit making organisation.

The scheme is not compulsory but the employer's contribution will not be paid into an alternative scheme chosen by the employee. Details of the scheme options available are provided in a pension pack which is supplied to employees on joining the Association.

### 9.1. Eligibility

To join the Association's scheme employees must meet the scheme's eligibility requirements. Under the auto enrolment regulations, if the necessary conditions are met, employees will be automatically enrolled into the defined contribution scheme. Employees have the option to consider whether or not the scheme options are suitable for them. The option to opt out of a pension scheme entirely is available.

### 9.2. Contributions

The contributions payable will vary according to which option employees select.

Scheme option	Employee contribution	Employer contribution	Total contribution
SHAPS Defined Contribution Option	*5.0%	10.0%	15.0%

\*SHAPS Defined Contribution rate – the employee contribution rate is flexible as selected by the employee but is subject to a minimum contribution level of 5%. The employer's contribution rate is set.

The employee can contribute more if they wish but for the purposes of good administration, an employee can only adjust their pension contribution twice per annum. An employee does not have to make an adjustment; this is only if the employee wishes to. In order to receive the employer contribution scheme, the employee contribution must always be at the minimum contribution of 5%.

### 9.3. Retirement benefits

Details are available in the pension pack applicable from 01 April 2021.

### 9.4. Death in service

Details of benefits are laid out in the pensions pack applicable from 01 April 2021.

## **9.5. Death after retirement**

Details of the benefits payable following death after retiring are laid out in the pension pack applicable from 01 April 2021.

## **9.6. Termination of employment**

If employees leave the Association's employment further information regarding the procedures relating to the pension scheme can be provided by the Finance Team.

## 10. Health and safety

The Association is committed to ensuring a safe and healthy workplace and believes that adequate provisions for health and safety are essential to working life.

Overall and final responsibility within the Association rests with the Board of Management which delegates responsibility for health and safety to the Chief Executive.

The Association has a health and safety working group which is responsible for reviewing, recommending change and implementing Association policy in respect of health and safety.

However, everyone has a responsibility to ensure a safe working environment and the Association will view very seriously any breaches of safety rules which could endanger anyone including the employee who is making the breach.

It is Association policy to do all that is reasonable to ensure the health and safety of all employees, to prevent damage to property and to protect everyone from foreseeable workplace hazards, including members of the public in so far as they come into contact with the Association.

### 10.1. Association responsibilities

The Association has a responsibility to:

- Provide and maintain a safe and healthy environment, taking into account statutory requirements;
- Provide training and instruction to enable employees to perform their work safely and efficiently;
- Maintain a constant and continuing interest in health and safety matters applicable to the Associations' activities and for its management to set an example in safe behaviour; and
- Consult with employee safety representatives and the health and safety working group on health and safety arrangements.

### 10.2. Staff responsibilities

Employees have a responsibility to co-operate with management in carrying out their statutory duties with the objective of raising and maintaining a high standard of safety performance by:

- Working safely and efficiently;
- Using protective equipment where provided;
- Reporting accidents and incidents that have led or may lead to injury or damage;
- Adhering to Association procedures for ensuring a safe workplace;
- Assisting in the investigation of accidents with the objective of introducing measures to prevent a recurrence; and
- Observing the no smoking rules.

The health and safety rules covering employment are contained in a policy document issued to each employee. Employees are required to sign confirming receipt and understanding of the health and safety policy. It is a condition of employment that employees adhere to health and safety guidance given at the start of employment and any guidance given during employment. It is also a condition of employment that employees adhere to safe working practices at all times.

### **10.3. Fire instructions**

Employees must familiarise themselves with the location of fire exits and with fire appliances, their location and instructions for their use.

Employees must also familiarise themselves with the evacuation procedures in the event of a fire as stipulated in the Health and Safety Policy.

### **10.4. Mobile phones**

The use of mobile phones is recognised as an effective communication tool during the course of business.

However, in view of the responsibilities set out under the Health & Safety at Work etc. Act 1974, and the Management of Health & Safety at Work Regulations 1992, the Association has implemented the following procedures for their use:

- Employees should not initiate or receive phone calls while in operation of a motor vehicle, which is owned, operated, hired or leased by Langstane or in their own vehicle while on business for Langstane;
- The mobile phone in the vehicle is to be switched to the OFF position or the Recall Service position while the driver is in operation of the vehicle;
- A passenger in the vehicle may initiate or receive calls provided this does not cause a distraction to the driver;
- Phone calls may be initiated or received by the driver only when the vehicle is parked in a safe location;
- Employees must inform the IT Manager if their work mobile phone unit is not operating correctly, is damaged or defective, or if the unit is lost or stolen;
- Employees must inform the HR and Corporate Services Manager immediately if they consider the use of their work mobile phone is excessive, or if they are experiencing any physical discomforts while operating the phone; and
- Employees are reminded they are legally responsible for the safe operation of their motor vehicle while on business and the use of a mobile phone or any other activity which causes them to be involved in a road traffic incident or accident is their responsibility.

## 11. Flexitime

A flexitime system of working is considered to be advantageous to staff and to the Association. However, its use must not prejudice the work of the Association. The flexitime system operates under the following conditions and any abuse of the conditions of flexitime will be treated as a disciplinary matter. Direct labour operatives and other posts may be exempt from the flexitime scheme. The following therefore only applies to those employees who are eligible for flexitime.

### 11.1. Permitted hours

This defines the time within which a member of staff may normally work. This is from 8.00am to 6.30pm. Any member of staff claiming flexitime out with this period must have prior agreement from their Departmental Director.

### 11.2 Core time

During core time all members of staff must either be working or on authorised leave. Core hours are from 10.00am to 12.00 noon and 2.00pm to 4.00pm. For staff working less than 35 hours, or with a more flexible working pattern, core time shall be amended to reflect the terms of their individual contracts of employment.

### 11.3 Accounting period

The accounting period is four weeks and all employees should aim to work their normal amount of hours within each accounting period. If during any accounting period hours worked exceed  $35 \times 4 = 140$  hours (pro rata for staff working less than 35 hours per week), the additional hours are a time credit. If fewer than 140 hours are worked (pro rata for staff working less than 35 hours per week), it is a time debit.

### 11.4 Time credits / time debits

The maximum time credits / debits that may be carried over into the next accounting period is 30 hours credit and 10 hours debit for staff working a 35 hour week (pro rata for those contracted to work less than 35 hours per week).

Flexi leave may be taken to spend time credit and must be authorised in advance by the employee's line manager. To ensure sufficient time credit is available, flexi leave must be booked within the existing and / or next flexi leave period. To ensure appropriate cover is available five working days notice must be given although line managers will have discretion to waive this timescale in the event of an emergency.

Flexi leave must not exceed two days for full time staff (pro rata for those working less than 35 hours per week) and must be taken in whole or half days in any accounting period.

Flexi leave may also incur time debit. Time debits must be reduced in the accounting period immediately succeeding the period in which the debit occurred. Staff who fail to reduce their debit balance may be subject to

disciplinary action. No further flexi leave will be authorised until such time as the debit balance is removed in full.

For the avoidance of doubt, it is the sole responsibility of individual employees to make sure that they do not request additional flexi leave when they are in debit and they would breach the above policy.

In addition, at all times personal leave must be authorised in advance by the relevant line manager. Any leave from the office to deal with a non-work related matter must be shown on the Association's time management system and should, where practical, be taken out with core time. At no time should personal appointments be shown as business leave on the time management system.

### **11.5 Lunch break**

All staff working a full day are required to take and record a break of at least 30 minutes between the hours of 12 noon and 2.00pm. Breaks do not count towards normal hours worked.

Under no circumstances should any member of staff be working a full day without having a break of at least 30 minutes.

### **11.2. Medical and other appointments**

Medical and other appointments should be taken, as far as reasonably practical, out with core time otherwise the time taken for the appointment, and travel to and from the place of work, will be deducted from the time management system.

All planned absence from work must be prior approved by the employee's line manager. Notification of appointments is required as soon as practical to avoid refusal when cover cannot be provided within the service.

## 12. Equality in the workplace

The Association is committed to eliminating discrimination and encouraging diversity amongst its workforce. The Association's aim is that the workforce will be truly representative of all sections of society and each employee feels respected and able to give their best.

The purpose of this policy is to provide equality and fairness for all in the Association's employment and not to discriminate in any way. There are nine protected characteristics referred to and these are noted below:

- Age – where this is referred to, it refers to a person belonging to a particular age (e.g. 32 years old) or a range of ages (e.g. 18 – 32 years old)
- Disability – a person has a disability if he / she has a physical or mental impairment which has a substantial and long term adverse effect on that person's ability to carry out normal day to day activities.
- Gender reassignment – the process of transitioning from one gender to another
- Marriage and civil partnership – in the UK marriage is no longer restricted to a union between a man and a woman but now includes a marriage between a same sex couple (the Marriage Act 2013).
- Same sex couples can also have their relationships legally recognised as civil partnerships. Civil partnerships must not be treated less favourably than married couples (except where permitted by the Equality Act).
- Pregnancy and maternity – pregnancy is the condition of being pregnant or expecting a baby. Maternity refers to the period after the birth, and is linked to maternity leave in the employment context. In the non-work context, protection against maternity discrimination is for 26 weeks after giving birth, and this includes treating a woman unfavourably because she is breastfeeding.
- Race – this refers to a group of people defined by their race, colour and nationality (including citizenship) ethnic or natural origins.
- Religion and belief – religion has the meaning usually given to it but belief includes religious and philosophical beliefs including lack of belief (e.g. Atheism). Generally a belief should affect the persons life choices or the way they live for it to be included in the definition.
- Sex – A man or a woman.
- Sexual orientation – Whether a person's sexual attraction is towards their own sex, the opposite sex or both sexes.

The Association opposes all forms of unlawful and unfair discrimination.

All employees, whether full-time, part-time, temporary, paid or unpaid, will be treated fairly and with respect. Selection for employment, promotion, training or any other benefit will be on the basis of aptitude and ability. All employees will be helped and encouraged to develop their full potential and the talents and resources of the workforce will be fully utilised to maximise the efficiency of the organisation.

The principles of non-discrimination and equality of opportunity also apply to the way in which employees' treat visitors, clients, customers, suppliers and former staff members.

All staff have a duty to treat colleagues and others with dignity at all times. Employees must not discriminate against or harass anyone regardless of status.

### **12.1. The Association's commitment:**

- To create an environment in which individual differences and the contributions of all staff are recognised and valued.
- Every employee is entitled to a working environment that promotes dignity and respect to all. No form of intimidation, bullying or harassment will be tolerated.
- Training, development and progression opportunities are available to all staff.
- Equality in the workplace is good management practice and makes sound business sense.
- All employment practices and procedures will be regularly reviewed to ensure fairness.
- All members of staff are responsible for the success of this policy and must ensure that they familiarise themselves with the policy and act in accordance with its aims and objectives.
- All line managers must set an appropriate standard of behaviour, lead by example and ensure that those they manage adhere to the policy and promote the Association's aims and objectives with regard to equal opportunities.
- The senior management team have overall responsibility for the effective operation of the Association's equal opportunities policy and for ensuring compliance with the relevant statutory framework prohibiting discrimination.
- Breaches of the Association's equality policy could result in disciplinary action up to and including summary dismissal.

### **12.2. Employee responsibilities**

All employees of the Association have a responsibility to apply the principles of the above statement in the Association's policies, practice and behaviours.

Employees are expected to:

- Treat people with dignity and respect;
- Challenge and report behaviour that could be seen as bullying, harassment, abusive, or intimidating to others;

- Challenge and report behaviour that could be seen to be victimising or attempting to victimise anyone who has made a complaint of discrimination or provided information about discrimination;
- Support measures introduced to promote and advance equality and diversity within the Association and to eliminate discrimination of any kind; and
- Read, understand and apply the Association's policies in this area.

## 13. Data protection

Data protection legislation regulates the way in which certain data can be held and used. This can be in paper, electronic or CCTV form. The following gives some useful information in terms of the type of data that the Association keeps about employees and the purposes for which this is kept.

Throughout employment and for as long as is necessary after the termination of employment, the Association will process data that is legally required about employees for purposes connected with employment, including recruitment and termination of employment. Processing includes the collection, storage, retrieval, alteration, disclosure or destruction of data. For further information about how long the Association holds data, please refer to the data retention schedule.

### 13.1. Data

The data that the Association will process includes:

- any references obtained during recruitment;
- confirmation of an employees entitlement to work in the UK;
- details of terms of employment;
- payroll details;
- tax, national insurance and pension information;
- details of health and sickness absence records;
- details of hours worked;
- details of holiday records;
- information about performance;
- details of any disciplinary investigations and proceedings;
- training records including qualifications obtained either prior to or during employment;
- contact names and addresses including contact details in the event of an emergency and next of kin;
- details of any medical condition that an employee has authorised the Association to hold; and
- correspondence with, and other information that employees have given, the Association.

All employees are provided with a fair processing notice at the start of employment that provides further information about how the Association uses their personal data.

Where an employee is also a customer of the Association, separate information regarding their tenancy or other details of the service(s) received will be held.

The Association believes that the records held are consistent with the employment relationship between the Association and an employee and with the data protection principles.

The data the Association holds will be for management and administrative use only but the Association may, from time to time, disclose data it holds about an employee to relevant third parties (e.g. where legally obliged to do so by HM

Revenue & Customs (HMRC) or where requested to do so by an employee for the purpose of giving a reference).

All employees must familiarise themselves with and fully comply with the Association's Privacy Policy for data accessed in the course of employment.

Audit checks are carried out periodically and any breach of data protection may result in action being taken by the Association.

## **14. Conflict of interest / confidentiality**

### **14.1. Conflict of interest**

Employees are not permitted to engage in any activity which might, or does, involve a conflict of interest. This means that under no circumstances must employees have a direct, or indirect, interest in, or benefit in any way from, a commercial activity that might affect the Association, its clients, or any judgement made on the Association's behalf.

Additionally, employees must not lay themselves open to the suspicion of dishonesty. This includes the inappropriate acceptance of gifts and hospitality. An employee's behaviour and conduct must at all times be, and be seen to be, above reproach.

If an employee is ever in doubt as to whether or not they are at risk of breaching this policy, either from additional employment or activities outside or inside work, they must consult their Service Manager immediately.

The Association at all times reserves the right to state that an employee must refuse any gift or hospitality offered during the course of their employment.

At all time the terms of the Entitlements, Payments and Benefits Policy, and associated documentation, must be adhered to.

### **14.2. Confidentiality**

Information of a confidential nature relating to the Association or any third party must not be disclosed anyone who is not entitled to receive it, both while in the employment of the Association or after an employee has left employment.

Reference to the above is included in the Association's staff Code of Conduct and employees are required to adhere to the Association's Entitlements, Payments and Benefits Policy and associated documents.

The Association reserves the right to take action, including legal action, against an employee or former employee where the above is breached.

## 15. Leave

### 15.1. Notification

All periods of absence, except sickness absence, should be requested and approved by Management in advance. The immediate line manager may approve periods of paid leave however, any period of leave exceeding three continuous weeks must be expressly approved by the Chief Executive in advance.

The Association will accommodate an employee's holiday plans where possible, but this is always subject to the requirements of the business and to adequate staffing levels being maintained at all times. When approving leave requests, managers will ensure adequate cover within the section.

Employees are required to give the Association at least five working days notice for annual leave. Annual leave must be approved by the line manager in advance and before any bookings are made. The Association takes no responsibility if employees have to make a cancellation due to leave being refused. All leave requests should be forwarded to an employee's direct line manager for approval.

### 15.2. Annual leave

Annual leave entitlement for full time staff (35 working hours per week) is as follows:

- 25 days annual leave; and
- 12 public holidays

Entitlement for those working less than 35 working hours per week is calculated on a pro rata basis depending on the individual terms of employment.

The Association closes over Christmas and New Year every year. Depending on the days on which Christmas and New Year falls, employees are required to set aside the appropriate number of days required to cover the days when the offices are closed. Staff will be advised when the office is closed for the following year and also which days are covered by Public Holidays. These are deducted from an employee's annual / flexi leave entitlement.

Employees who start their employment later in the year and are unable to allocate sufficient days to cover the closedown may either take unpaid leave for such days or deduct the required days from their following year's entitlement.

If annual leave is inadvertently taken in excess of an employee's entitlement, the employee may:

- Have the excess days deducted from the following year's entitlement; or
- Repay the amount equivalent to the paid holiday.

Repeated occurrence of annual leave being taken in excess of entitlement may be subject to disciplinary action.

It is an individual employee's responsibility to ensure that they only take the leave that they are entitled to and if there is any doubt about the total leave due, this should be raised directly with the line manager or the HR and Corporate Services Manager.

### **15.2.1. The annual leave year**

The annual leave year is 1 January to 31 December.

Employees are expected and encouraged to fully utilise their annual leave entitlement in the current year.

The Association recognises that it is in the best interest of it and its employees that employees take adequate leave breaks each year. It is important that all managers ensure leave is taken and all employees are expected to manage their time appropriately to enable them to do this. It is recommended that five days annual leave is taken by the end of the first quarter (e.g. by the end of March).

In exceptional circumstances the Chief Executive may authorise a carry over of a maximum of five days for full time staff (35 working hours per week), pro rata for staff working less hours per week, into the next year.

The days carried over should however be taken before 31 March otherwise they will be automatically removed from the employee's holiday entitlement.

### **15.3. Medical, dental and hospital appointments**

If, at any time, an employee requires urgent dental or other medical treatment, the Association will allow reasonable time off for the particular condition to be attended to, subject to approval from the employee's line manager. Flexi time should be used and any such appointments should be arranged out with core hours whenever possible. It is noted that such appointments will generally have times set that are out with the control of employees.

On request appointment cards must be shown to line managers. It should be noted that employees are required to 'clock-out' when attending personal appointments and at no time should an employee give the impression that they are carrying out work for the Association whilst attending to a personal matter.

### **15.4. Compassionate leave**

Depending on the specific circumstances, compassionate leave of absence may be granted to an employee who is experiencing a serious illness or bereavement in his / her close family. For the purposes of this policy, close family is defined as follows:

Husband; wife; civil partner; partner; father; mother; son; daughter; sister; brother; and parents of husband / wife / partner (see 15.4.1 for paid leave on the death of a child under 18 or a stillbirth after 24 weeks' pregnancy).

However there are other circumstances where absence may be granted, for which advice should be sought from the Departmental Director.

Compassionate leave may be granted with pay for up to a maximum of three days dependent on the employee's personal involvement and with the approval of the Departmental Director.

For very immediate family (defined as husband; wife; civil partner, partner, father, mother, son, daughter) this will be increased up to a maximum of five days.

As an alternative, or in addition to such paid absence, short periods of unpaid leave of absence up to a maximum of three days, may also be granted with the approval of the Departmental Director. Compassionate leave may also be supplemented with immediate approval of holiday or flexi leave entitlement.

#### **15.4.1. Parental bereavement leave**

Under Jack's Law, those who have suffered the loss of a child under the age of 18 or suffered a stillbirth after 24 weeks' pregnancy will be granted two weeks fully paid leave of absence regardless of how long they've worked for the Association.

Leave may be taken as either a single two week block, or as two separate blocks of one week each taken at different times across the first year after the death of the child. Leave will be taken to suit the needs of the bereaved parent.

The discretion of a Departmental Director when approving either paid or unpaid leave of absence will be based upon the nature of the situation, the employee's responsibilities and any other relevant information. In all cases an application for leave form must be completed.

#### **15.4.2. Funerals**

The Association recognises that employees may wish to attend funerals that may not necessarily be close family. In these circumstances a half day (3.5 hours) will be permitted for other family members and close friends up to a maximum of three half days in any 12 month period. This entitlement does not form part of an employee's terms and conditions and should not be abused.

If an employee or ex-employee passes away it will be at the discretion of Departmental Director to allow attendance and ensure services are maintained within the Association.

In all cases an application for leave form will be completed and approved by the line manager and forwarded to the HR and Corporate Services Manager.

### **15.5. Longer term unpaid leave of absence**

Requests for unpaid leave of absence of more than three / five days should be submitted in writing to the Departmental Director. The reasons for requesting such leave should be fully documented. The Director will consider each one on its merits and will decide what will best accommodate the employee's and the Association's needs.

In all cases, the employee will be notified in writing by the Departmental Director of the amount of unpaid leave, if any, which has been granted. The request from the employee together with a copy of the Director's response will be forwarded to the HR and Corporate Services Manager and kept on file.

### **15.6. Study leave**

For all approved professional courses provided by the Association (lasting one year or more), employees will be entitled to paid leave of absence as follows:

- The day / half day on which the examination falls (depending on any travel requirements and the timing of the exam).
- Two days of study leave per course in any 12 month period.
- Depending on the discipline being studied and the level of qualification, and at the discretion of the Departmental Director, additional study leave may be granted. This will be considered on a case by case basis.

In all cases an application for leave form should be completed and approved by the line manager, in line with the above, and forwarded to the HR and Corporate Services Manager.

### **15.7. Jury service**

Anyone required to attend jury service will be given written notification and this should be shown to the Departmental Director. Employees who are required to attend jury or witness service are required to give as much advance notification as they can. In normal circumstances, the Association will agree to leave of absence to attend. A certificate for loss of earnings will be provided by the court which is required to be completed by the Departmental Director and stamped with the Association stamp. The Association will pay the employee's salary on the condition the employee reimburses the Association when the claim in respect of salary is received from the court.

### **15.8. Reserve military service**

Employees who are called-up for active service in the armed forces under the Reserve Forces Act 1996 are entitled to resume their employment on their return.

Employees who are members of the reserve forces are entitled to five days leave per year in order to attend the annual camp. As the reserve forces compensate employees whilst attending camp, these five days are unpaid. However, in the event of the compensation being less than a basic week's wage, the Association will reimburse the difference. Proof of payment from the reserve forces must be provided in order to receive such reimbursement.

In the case of mobilisation of a reserve force the employee must notify the Association as soon as their notice papers are received to allow arrangements to be made to release the employee at the required time.

When nearing the completion of service, a reservist must confirm to the Association, in writing, the date the service is due to end and the anticipated date of return to work. This must be done as soon as practical after the reservist has been advised.

The reservist will return on no less favourable terms than those on which they were previously employed. It should be noted however that depending on the current circumstances the employee may be allocated a different post but at the same level as they were previously employed.

The Association will, as far as reasonably practical, support any application from an employee who is a member of a reserve force, to enter into a special agreement.

### **15.9. Public appointments**

Any employee who wishes to fulfil a public appointment should, in the first instance discuss this with their manager in order to ensure that the timing of any duties that the employee might have to fulfil does not interfere or conflict with his/her normal employment duties.

Approval will be required from the Departmental Director prior to the employee accepting the public appointment and any time off required to attend meetings or carry out work on behalf of the public body shall be taken as annual or flexi leave or unpaid. Categories of public appointments which may qualify for unpaid time off under this section include, but are not limited to, the following:

- Justice of the Peace;
- Member of a local authority;
- Member of a statutory tribunal;
- Member of a police authority;
- Member of a board of prison visitors or a prison visiting committee;
- Member of a relevant education body including school boards;
- Member of the Environment Protection Agency;
- Member of Children's Panel; and
- SEPA.

Other public appointments may apply and guidance should be sought from the HR and Corporate Services Manager.

#### **15.10. Time off for trade union duties**

The Association's union representative is entitled to take reasonable time-off during working hours to attend relevant training courses as appropriate to the role of the union representative and having regard to the collective bargaining agreement in place and ACAS guidance. Requests for time off for training should be accompanied by a copy of the syllabus or other available information on the course. The union representative is also entitled to reasonable time off to represent members either individually or collectively within set guidance. However, at all times except in the event of an emergency, the time off must be approved by the line manager in advance.

#### **15.11. Time off while under notice of redundancy**

Employees who have been served with a notice of redundancy have the right to request reasonable time off, with pay, to attend interviews to assist finding alternative employment.

#### **15.12. Severe weather conditions**

In cases of severe weather the Association expects that, where possible, employees attempt to find alternative travel arrangements even if it means arriving later in the day. If however, an employee is unable to get to work safely they will be allowed one days leave during a severe weather incident. Any additional leave required should be taken as annual or flexi leave. In these circumstances the Departmental Director should be contacted in the first instance. Employees may, with the Departmental Director's approval, work from an alternative office or work from home where practical to do so. Leave forms will be completed on return to work.

There may be occasions when an employee wishes to leave early due to weather conditions, this will normally be permitted and the time recorded will be the time the employee actually leaves.

If the Association decides to close early due to adverse weather conditions, employees will be advised of the closing time and the time to record on the time management system when the announcement is made. At all times the safety of staff will be considered.

#### **15.13. Unauthorised absence**

All unauthorised absence is without pay and will be fully investigated under the Association's disciplinary procedure. Depending on the reason for unauthorised absence it may lead to the disciplinary procedure being implemented, which may result in dismissal.

Other leave arrangements can be found in the Staff Handbook:

Maternity provision	Section 16.0	Parental leave	Section 19.0
Paternity leave	Section 17.0	Time off for dependants	Section 20.0
Adoption provision	Section 18.0	Flexible working	Section 21.0

## 16. Maternity provision

### 16.1. Time off for antenatal care

All pregnant employees are entitled to paid time off to keep appointments for antenatal care made on the advice of a registered medical practitioner, registered midwife or registered health visitor. Antenatal care is not restricted to medical examinations, for example it could include relaxation classes and parent craft classes as long as these are advised by a registered medical practitioner, registered midwife or registered health visitor.

Except in the case of a first appointment, employees must be prepared to provide when asked:

- A certificate from a registered health professional confirming pregnancy; and
- An appointment card or similar, showing appointments that have been made.

An expectant father or the partner (including same sex) of a pregnant woman will be entitled to take unpaid time off work to accompany the woman to up to two of her antenatal appointments. 'Partner' includes the spouse or civil partner of the pregnant woman and a person (of either sex) in a long term relationship with her. The right applies whether the child is conceived naturally or through donor insemination. It also extends to those who will become parents through a surrogacy arrangement if they expect to satisfy the conditions for, and intend to apply for, a Parental Order for the child born through that arrangement.

Employees accompanying the expectant mother to her antenatal appointments are entitled to unpaid leave for one or two appointments. Evidence of appointments may be required.

### 16.2. Maternity leave

All employees regardless of length of service will be entitled to 26 weeks ordinary maternity leave and 26 weeks additional maternity leave. Additional maternity leave begins on the day immediately following the day on which ordinary maternity leave ends.

During ordinary or additional maternity leave, normal conditions of service apply with the exception of salary payments. Consequently annual leave (including public holidays) is accrued. Ideally, leave for the current annual leave year should be taken before the maternity leave starts. However if this is not possible annual and public holiday leave is accrued and may be carried into the subsequent year.

If an employee has taken more leave than they are entitled to and they do not return to work following their period of statutory leave then overpayments of salary may be recovered.

In all cases a minimum of two weeks maternity leave must be taken.

### 16.3. Notification of maternity leave

The start date of maternity leave cannot be earlier than the 11<sup>th</sup> week prior to the expected week of childbirth.

A pregnant employee is required to notify the Association in writing of her intention to take maternity leave no later than the end of the 15<sup>th</sup> week before the expected week of childbirth unless this is not reasonably practicable.

Employee must confirm / advise:

- That she is pregnant;
- The week the baby is expected to be born;
- When she wants her leave to start; and
- If requested, provide medical evidence of the expected week of childbirth.

The employee will be able to change her mind about when to start her leave providing she advises the Association at least 28 days in advance.

Once the employee has advised the Association of her intention to take maternity leave the Association will respond within 28 days advising her of the date when she is expected to return to work if she takes her full entitlement of maternity leave.

An employee's maternity leave will automatically start if a doctor or other medical professional signs them off work due to a pregnancy related illness during the four weeks before the expected date of childbirth. This is regardless of the employee's desire to start maternity leave at a later date.

### 16.4. Maternity pay

Employees with less than 26 weeks continuous service at the beginning of the 15<sup>th</sup> week before the expected date of childbirth will not be entitled to receive statutory maternity pay (SMP). However they may be entitled to receive maternity allowance (MA). This is paid directly by the Government and further information can be obtained from Jobcentre Plus.

Statutory maternity pay (SMP) will be payable if an employee has been employed continuously for at least 26 weeks ending with the 15<sup>th</sup> week before the expected week of childbirth, and has an average weekly earnings at least equal to the lower earnings limit for National Insurance contributions:

<b>Week(s)</b>	<b>Entitlement</b>
• Week 1 – 6	90% of average weekly earnings
• Week 7 – 39	Payment is the minimum amount determined by the Government or 90% of average weekly earnings (which ever is the lower)

Advice on any enhanced payments made by the Association is available and can be provided by the HR & Corporate Services Manager. Alternatively, a maternity pay guide is available in Outlook folders.

Enhanced payments made during maternity leave will be made on the understanding that the employee will return to employment for a period of at least three months at the end of the maternity leave. Where the employee fails to return to work for such a period of time, the Association reserves the right to recoup such enhanced payments and will make a decision on a case by case basis taking into account the full circumstances at that time. Payments made to the employee by way of the minimum statutory amount (as determined by the Government) are not refundable.

In the unfortunate event of a still birth after 24 weeks the same rights as above will apply.

### **16.5. Returning to work after maternity leave**

Any employee who intends to return to work at the end of their full entitlement will not be required to give the Association any further notification. Anyone who wants to return to work before the end of the maternity leave will be required to give the Association eight weeks notice of the date of return. When an employee then wants to postpone an early return, eight weeks notice will be required before the original early return date.

Where an employee is unable to return to work on the expected due date due to sickness, the normal notification and certification procedures apply.

### **16.6. Working during maternity leave / keeping in touch days**

Maternity regulations provide that an employee can do up to 10 days work during her maternity leave without bringing the maternity leave to an end. Working for part of a day will count as one day. There will be no loss of any SMP for working up to 10 days.

Work is defined as any work done under the contract of employment and may include training or any semi-formal activity undertaken for the purposes of keeping in touch with the workplace.

This is designed to facilitate an employee working during this period therefore, it must be agreeable between both the employee and the Association. The Association will not insist that an employee works any of these days and equally the employee may not insist that she works.

The employee will receive normal pay for these days. Normal pay will be an amount inclusive of SMP.

These days do not have to be consecutive days and can be used for training or other activity which enable the employee to 'keep in touch' with the workplace. The days can only be taken following agreement between the Association and the employee regarding both the activity and the timing.

Employees are not permitted to carry out any work during the first two weeks following the birth of the child.

## **16.7. Planned return to work after maternity leave**

When an employee wishes to return to work (at the end of maternity leave) on reduced working hours for a maximum period of one month, then a request can be made to the Departmental Director by giving 28 days notice in writing.

Should this request be granted the employee will only receive payment for the hours worked.

If a proposal for a permanent reduction in hours is requested, the request will be considered and a decision made on whether or not the business needs of the Association can be met. If a reduction in working hours has been agreed, this will be a permanent arrangement and the Association is under no obligation to revert the employee's contract back to the original hours at a later date.

## 17. Paternity leave

Employees who are eligible will be entitled to take ordinary paternity leave. This will allow the employee to take either one week or two consecutive weeks' leave (not odd days) if they:

- have been continuously employed for at least 26 weeks by the 15<sup>th</sup> week before the expected week of childbirth or by the week in which an Approved Adoption Agency matches them with a child; and
- have given notice of their intention to take the leave in or before the 15<sup>th</sup> week before the expected week of childbirth, specifying the expected week of childbirth, length of period they have chosen to take, and the date they have chosen the leave to begin.

Paternity leave cannot start before the child has been born and must be taken within 56 days of the child's birth.

To qualify for ordinary statutory paternity pay (OSPP), the employee must have average weekly earnings of not less than the figure set by the Government for the payment of national insurance contributions. The employee will be paid paternity pay at the standard rate or if the employee meets the requirements they will be paid in line with Langstane Housing Association maternity pay which is 100% for the first week and 90% of average weekly earnings for the second week.

### 17.1. Shared parental leave

Shared parental leave is designed to give parents more flexibility in how to share the care of their child in the first year following birth or adoption. Parents will be able to share a 'pot of leave', and can decide to be off work at the same time and/or take it in turns to have periods of leave to look after the child.

More information will be made available on request if an employee wishes to take shared parental leave. Employees must notify the Association of their entitlement at least eight weeks before the start of any shared parental leave.

## 18. Adoption provision

### 18.1. Adoption leave

To qualify for adoption leave for children under the age of 18, an employee must:

- Be newly\* matched with a child for adoption by an approved adoption agency, and
- Have worked continuously for the Association for 26 weeks leading into the week in which they are notified of being matched with a child for adoption.

\*Adoption leave and pay is not available in circumstances where a child is not newly matched for adoption, for example when a step-parent is adopting a partner's child/children.

### 18.2. Entitlement

Adopters will be entitled to up to 26 weeks' ordinary adoption leave followed immediately by up to 26 weeks' Additional adoption leave giving a total of up to 52 weeks.

They can choose to start their leave:

- From the date of the child's placement (whether this is earlier or later than expected), or
- From a fixed date which can be up to 14 days before the expected date of placement.

Leave can start on any day of the week.

Only one period of leave will be available irrespective of whether more than one child is placed for adoption as part of the same arrangement.

If the child's placement ends during the adoption leave period, the employee will be able to continue adoption leave for up to eight weeks after the end of the placement.

Employees will be expected to provide the Association with documentary evidence, a 'matching certificate', from their adoption agency as evidence of their entitlement to Adoption Leave and Pay. A matching certificate will normally include basic information on matching and expected placement dates.

The main adopter will be able to take paid time off for up to five adoption appointments. The secondary adopter will be entitled to take unpaid time off for up to two appointments.

### 18.3. Adoption pay

Depending on the length of service and average earnings, employees will be entitled to 39 weeks statutory adoption pay (SAP). The same enhancements and conditions will be available as maternity pay (see 16.4 maternity pay).

#### **18.4. Notification**

Employees will be required to inform the Association of their intention to take adoption leave within seven days of being notified by their adoption agency that they have been matched with a child for adoption, unless this is not reasonable practicable.

They will advise:

- When the child is expected to be placed with them, and
- When they want their adoption leave to start.

They will be able to change their mind about the date on which they want to start leave providing they give the Association at least 28 days notice (unless this is not reasonably practicable).

Once notification has been received the Association will respond within 28 days advising the employee of the date on which they would be expected to return to work if they take their full entitlement.

#### **18.5. Returning to work after adoption leave**

Employees who intend to return to work at the end of their full adoption leave entitlement will not have to give any further notification to the Association.

Employees, who wish to return to work before the end of their adoption leave period, should give the Association eight weeks notice of the date they intend to return.

#### **18.6. Working during adoption leave/ keeping in touch days**

Adoption regulations provide that an employee can do up to 10 days work during their adoption leave without bringing their adoption leave to an end. Working for part of a day will count as one day. There will be no loss of any statutory adoption pay for working up to 10 days.

Work is defined as any work done under the contract of employment and may include training or any semi-formal activity undertaken for the purposes of keeping in touch with the workplace.

This is designed to facilitate an employee working during this period therefore, it must be agreeable between both the employee and the Association. The Association will not insist that an employee works any of these days and equally the employee may not insist that they work.

The employee will receive normal pay for these days. Normal pay will be an amount inclusive of statutory adoption pay.

The days do not have to be consecutive days and can be used for training or another activity which enables the employee to 'keep in touch' with the workplace. The days can only be taken following agreement between the Association and the employee to both the activity and the timing.

## 19. Parental leave

After one years service with the Association, working parents have the right to take unpaid time off for the purpose of looking after a child or to make arrangements for the child's welfare.

Who can take parental leave?

Both mothers and fathers, whether they are the natural or adoptive parents, can qualify for parental leave.

The employee must either be named on the child's birth certificate or they must have, or expect to have, parental responsibility under the law for the child. The parents of a child do not have to be living with the child in order to qualify for parental leave.

Employees who are adopting a child will be entitled to take parental leave because they will have parental responsibility when they adopt.

Leave entitlement

- Up to 18 weeks unpaid parental leave for each child. A week is based on an employee's normal working pattern.
- Leave can be taken up to the child's 18<sup>th</sup> birthday.

### 19.1. Procedures

Any member of staff wishing to take parental leave must advise the Departmental Director in writing of their intention to do so, this must be done at least 21 days before leave is due to start.

The leave taken by the staff member must be used in weekly blocks up to an annual limit of four weeks per year in respect of each child. This rule does not apply in relation to disabled children.

The Association has the right to postpone the leave for up to six months if they can show that such a postponement is necessary to avoid substantial disruption to the operation of normal business. Any such postponement will be authorised only by the Chief Executive. Full reasons for any postponement will be given to the employee in writing no later than seven days after the employee's notice to take leave has been received, the employee will also be advised of possible alternative dates to take leave. The Association will not postpone any leave that is taken directly following a birth or adoption of a child.

When the leave is to begin on the date that a child is placed for adoption, the employee must give at least 21 day's notice of the intention to take parental leave, and specify the week in which the placement is expected to begin.

A father/partner who wants to take leave to coincide with the birth of their child in addition to paternity leave must give at least 21 days' notice before the expected week of childbirth and must advise the Association how much leave they intend to take.

## 20. Time off to care for dependents

In addition to the provisions on parental leave, there are wider provisions relating to the care of dependants. This entitlement to reasonable time off is unpaid and may apply in the following cases:

- Where a dependant is ill or is injured;
- To put longer term care in place for children or elderly relatives;
- To deal with an unexpected disruption of care for a dependant; or
- To arrange or attend a funeral.

A 'dependant' is defined as someone who depends of the employee for care and could include the employees' partner, child, parent, or someone who lives in the same household as the employee, with the exception of tenants, lodgers or boarders.

The length of time off may be one or two days unpaid leave although the Association will look at each individual case sympathetically and may authorise annual or flexi leave to be taken at short notice.

Employees must advise their line manager as soon as possible the reason for the absence and how long they expect to be off work.

## 21. Flexible working

In order to qualify for the right to apply for flexible working with the Association employees must have been continuously employed for at least 26 weeks and must have not made an application under the statutory procedure in the last 12 months.

It should be noted that there is no automatic right to work flexibly as there will always be circumstances when the Association is unable to accommodate an employee's desired work pattern.

Further information on making a flexible working request can be obtained from the HR and Corporate Services Manager.

## 22. Staff suggestion scheme

Langstane Housing Association has throughout its life benefited greatly from the professionalism and commitment of its staff. It is keen to encourage active participation in all aspects of the Association's policy development. As part of that process a staff suggestion scheme has been introduced. Any suggestion made by a member of staff under the scheme will be considered by Service Managers and if thought appropriate, implemented as soon as possible thereafter.

### 22.1. Procedures

There is a set form on which suggestions may be made. All suggestions should be made in writing, and put in the Staff Suggestions post box at the side door. The request will then be considered by Service Managers at their next meeting following receipt of the suggestion. It would be helpful if the suggestion was accompanied by the sender's assessment of the likely benefits to the Association in terms of better service delivery, cost savings, etc. By return, an acknowledgement will be sent advising when the managers will consider the suggestion.

After the meeting in which the suggestion is discussed, a representative from the middle management team will write to the member of staff concerned, telling them of the decision. If the decision is not to proceed with the suggestion, a full explanation will be given. If the suggestion is adopted, a timetable for its implementation will be given, and an assessment of the likely benefits to the Association.

It is not proposed that any money will be given as reward for a successful suggestion although a voucher may be considered. Each suggestion received will be publicised along with an indication of its outcome, both to the staff and the Board of Management. Consideration may be given to a suitable prize for the best suggestion of the year.

### 23. Long service awards

The Association acknowledges the commitment and continuing service provided by employees and in doing so recognises long service.

At each of the following qualifying periods, the employee becomes entitled to the award of a gift token to be chosen by the employee from a range of local retail outlets.

The qualifying periods are:

- 10 years service
- 15 years service
- 20 years service
- And each subsequent 5 years service

To meet the requirements of the Entitlements, Payments and Benefits Policy the value of the awards will be given in the form of gift vouchers only. The value of the vouchers is contained within the Entitlements, Payments and Benefits Policy.

## 24. New employee induction

All new employees will be given an induction programme and a 'welcome pack' with background information of the Association. The purpose of the induction is to give staff an overview or overall appreciation of the Association and its values. Once the employee has completed the programme, the documentation will be returned to the HR and Corporate Services Manager to be held in the employees' personnel file.

### 24.1. Procedures

#### Within first week of employment

- Induction with line manager to assess and schedule any immediate training requirements and to concentrate on the immediate information requirements for the role the new employee will be doing. This will include authorisation limits, confidentiality and customer care standards;
- Induction with the HR and Corporate Services Manager to include personnel matters, health and safety, and general office information; and
- Induction with IT covering set up, log-in, IT security, and internet usage.

#### Within first month of employment

- Support Services – re data protection and confidentiality, subject access requests; and
- Finance Services – re procurement, budgets, etc.

#### Within first two months of employment

- Induction to housing management IT system (if appropriate)
- Workstation assessment

#### Within first three months of employment

- Meeting with the senior management team

#### Further induction

Service Managers will discuss with staff what further induction is required for their post within the Association. If required induction will be held with other management staff as agreed by the Service Manager.

On a quarterly basis, a presentation by the Senior Management Team will be held for all staff that joined the Association within the quarter.

In addition to the inductions mentioned above, new employees will be made aware of the collective bargaining agreement in place with Unite Union and given the opportunity to meet with the union representative.

## **25. Personal development framework**

### **25.1. Purpose**

The Association's personal development framework was created to give staff guidelines for what success in a role at Langstane Housing Association looks like, and provides a framework for line managers to identify and provide feedback on any specific development needs.

The aim of the framework is to provide a common language for describing performance and the abilities / attributes displayed by individuals.

### **25.2. Benefits**

There are seen to be many benefits of an effective personal development scheme:

- To the employee – an opportunity to express views, to discuss own / service / departmental objectives.
- To the manager – to discuss training needs, an opportunity to communicate departmental objectives.
- To the organisation – improved performance of individuals / service / departments, improved efficiency and quality of service, reliable information about training needs and manpower planning, easier to budget for training costs.

The Association accepts that generally people learn best with constructive feedback and coaching.

The process of nurturing and developing people is done by operating an effective personal development system which allows for identification of training needs of the individual.

### **25.3. Procedure**

All employees will be reviewed annually by their line manager with an interim review being carried out six months later.

Although some of the review will focus on past performance much of the activity should address future work performance, training and development opportunities.

One-to-ones held regularly with line manager.

## 26. Computer security

All staff must familiarise themselves with, and adhere to, the Information Security Policy.

The above policy takes precedence over the contents of this handbook.

The Association relies on the integrity and availability of its computing systems and infrastructure to meet its business and commercial needs. However a user's improper use of the Association's computing systems can impact adversely on the system, waste time and resources and create legal liability and embarrassment for both the Association and the User.

All data on the Association's computer systems is owned by the Association. Employees are reminded that email (including "Hotmail" accounts or similar personal email accounts) accessed through assets and internet systems belonging to the Association are not 'private' and the Association reserves the right to access email and audit the use of the internet and other computer systems.

The primary purpose for the Association's computer system is for Association business use. Users may make very limited, infrequent, or incidental use of Association computer systems. Unreasonable and/or inappropriate use of email or the internet for personal purposes may lead to disciplinary action.

Users should be aware that any person loading, downloading, printing, storing, or receiving (without reporting to their Service Manager), any material of a sexual, lewd and / or inappropriate nature (as determined by the Association) via electronic means or otherwise may be subject to summary dismissal for Gross Misconduct. Employees are reminded that access to the internet, mobile devices, and other forms of social media should only be for work purposes.

Personal use must only be carried out during recognised breaks whether using the Association's devices or the member of staff's own device(s). This includes the use of mobile phones.

Users must not use Association computer systems in any way that may be considered detrimental or offensive to others.

Rude, offensive and detrimental messages and files can have a serious impact on the recipient and may constitute harassment or discrimination under current laws.

The Association will thoroughly investigate any complaint of harassment or discrimination and will take prompt corrective action. In addition, the Association reserves the right to take action, including legal action, following any suggestion made that an employee is accessing, or using media systems inappropriately. This includes implementing the Association's disciplinary procedure which may lead to dismissal.

A periodic audit of the Association's IT system usage, including internet access, is undertaken.

## 26.1. Social networking

The growth of computer use and internet expansion has led to an increase in the use of blogs and social networking sites. Whilst employees may choose to indulge in this practice at home the Association has strict guidelines on the use of such sites:

- The use of social networking sites and blogs must not be allowed to interfere with or bring into disrepute the conduct of the Association or its good name or reputation.
- No blogs or social networking profiles whatsoever will be created or updated on ANY computer owned and operated for Association business unless expressly authorised by the Chief Executive and for the benefit of the Association.
- No employee (current or former) must directly or indirectly refer to or implicate the Association, its staff, or any of its customers on any blog or social networking profile created by them.

Employees contravening this rule will be subject to the disciplinary procedure.

Use of Association computers, networks, and Internet access is a privilege granted by Management and may be revoked at any time for inappropriate conduct carried out on such systems at the Association's discretion without prior warning.

At all times employees are asked to adhere to the Association's Social Media Policy.

## 27. Substance abuse

The Association is committed to maintaining a safe, healthy and productive work environment free of the misuse of drugs, alcohol, solvents and related substances. Substance abuse (of any of the aforementioned items) cannot only impair employee health and performance, but can also create unsafe conditions for an individual and others.

The use, possession, concealment, transportation, promotion or sale of prohibited substances by employees whilst on Association premises or in Association vehicles or on client premises is strictly forbidden. Contravention of this will be considered gross misconduct and employees will be subject to action under the Association's disciplinary procedure up to and including dismissal.

Employees are generally not permitted to consume alcohol during working hours including lunch time break. Exceptions may be made at the discretion of the Chief Executive to enable staff to mark a special occasion or time of celebration. It is also recognised that while away from the office on business, attending a conference or otherwise representing the Association, alcohol may be consumed. However, although moderate consumption may be authorised, at no time is it acceptable for a member of staff to become inebriated or to drive or return to work after consumption. It is the sole responsibility of the employee to ensure that they are able to represent the Association in a fit and proper manner. Failure to do so will result in a full investigation taking place and may result in action being taken against the employee.

Staff must not report for work under the influence of a substance that impairs their ability to work. "Under the influence", means that there is a sufficient amount of the substance in the employee's system to produce a positive result from a medical test or breathalyser unit, and/or that the employee shows erratic abnormal behaviour likely to pose a risk to themselves, others, or to interfere with their job performance.

The Association has the right to have employees tested at any time during working hours where the Association has reasonable cause to believe they are under the influence. This will be undertaken by Occupational Health or another suitably qualified person with sufficient skills and training. The Association reserves the right to contact the Police in such circumstances.

A "substance" is defined as a material that modifies the body's functions resulting in physical, psychological or behavioural change.

A "prohibited substance" means a controlled drug as defined in the Misuse of Drugs Act 1971 or any other substance including prescription and over-the-counter medication or substance taken in such a manner as to impair the individual.

These include, but are not limited to:

Alcohol	Amphetamines
Barbiturates	Benzodiazepine
Cannabinoids	Cocaine
Methadone	Opiates
Phencyclidine	Propoxyphene
Solvent or solvent based products	New psychoactive substances

“Substance abuse” for this purpose, means the use of a prohibited or a new psychoactive substance.

If an employee is suspected of being “under the influence” they may be required to undertake a test and / or may be sent home. They may also be subject to action under the Association’s disciplinary procedure up to and including dismissal (see Disciplinary Procedure – Gross Misconduct).

The Association will as far as reasonably possible, assist those employees who come forward voluntarily with any substance abuse problem. In such circumstances the Association will treat substance abuse as a health problem provided employees seek professional assistance. The Association will treat all relevant discussions in strict confidence. However, if such employees fail to complete a prescribed course of treatment or have a relapse following treatment, the matter will be dealt with under the Association’s Disciplinary Procedure.

## **28. Smoking at work**

It is a legislative requirement and also the policy of the Association to establish working environments that are entirely free of tobacco smoke.

The Senior Management Team, Managers and all staff have a responsibility to ensure that all employees, third party contractors and visitors to the Association offices are fully aware of this policy and that they adhere to the requirements of it. Failure to do so, or any significant breaches of the policy, may result in disciplinary action being taken up to and including summary dismissal.

The Association reserves the right to remove any designated smoking areas.

For the avoidance of doubt, the use of a non-medical vaporiser is prohibited within Association premises.

### **28.1. Smoking breaks**

Two five minute breaks are permitted during a working day – one in the morning and another in the afternoon. All employees who wish to use a smoking break must ensure that there is cover within their service and are required to ask their line manager before taking their break. A manager will not unreasonably withhold permission to go on a smoking break but can, for instance if there is insufficient cover within the team. If a member of staff / staff constantly take more than the designated five minute break, the Association reserves the right to ask employees to clock-out before their smoking break and clock-in following the break. This may be introduced for an employee, for a team or organisational wide depending on the issues experienced and is at the sole discretion of the Association.

### **28.2. Work areas**

Smoking is not permitted in any premises owned or leased by the Association or in the following:

- Company vehicles; and
- Any vehicle owned by an employee being shared with another employee whilst using the vehicle for company business.

### **28.3. Visiting tenants**

All employees have the right to work in an environment that is entirely tobacco smoke free. This includes visiting tenants in their own home. Employees must ask tenants politely to stop smoking and if they refuse employees can rearrange the visit for a time that is more convenient. This includes those working on behalf of the Association. At no time can an employee smoke in a tenant's home whilst visiting on Association business.

## 29. Discipline

This procedure is designed to help and encourage members of staff to achieve and maintain standards of conduct, attendance and job performance consistent with their terms and conditions of service. The aim is to ensure prompt, consistent and fair treatment for all staff and to assist both the individual and the Association to be clear about the expectations of both parties.

### 29.1. Responsibilities

The Association accepts responsibility for ensuring that the rules and accepted standards of performance and behaviour are made known to employees. Employees are expected to familiarise themselves with the relevant rules and standards and abide by them.

Directors are responsible for maintaining discipline in their own section and are accountable to the Chief Executive. The Chief Executive is responsible for maintaining discipline of the Directors and for the general overseeing of staff discipline and is accountable to the Board of Management.

Where any allegation of misconduct or poor performance concerns the Chief Executive the Board of Management will set up a Sub Committee for the purpose of investigating and determining the matter.

The Scottish Housing Regulator will be notified if disciplinary action is taken against a member of the Senior Management Team and/or Board members.

### 29.2. Principles

The procedure will at all times, insofar as reasonably possible, respect the dignity of all concerned. This includes both the member of staff who is the subject of any investigation and/or action and those called to assist enquiries as witnesses.

Wherever possible, issues will be resolved informally without recourse to formal procedures. Where it is not possible for an issue to be resolved informally, or the severity of the allegation warrants it, the formal procedure detailed below will be followed.

No disciplinary action shall be taken against any employee until a full investigation has been completed and accurately recorded.

At every stage, an employee will be advised of the nature of the allegation(s) against him/her, and given the opportunity to state his/her case before any decision is made.

The Association reserves the right to suspend an employee on full pay while allegations are fully investigated.

This procedure may be entered into beyond Stage One if the seriousness of a case warrants immediate action at a higher level.

A criminal offence committed outside of employment will not necessarily be treated as an automatic reason for disciplinary action, unless it is relevant to the duties of the employee or the reputation or operation of the Association is considered to be significantly affected.

An employee will not normally be dismissed for a first breach of discipline except in cases of gross misconduct.

Where possible the HR and Corporate Services Manager will be present at disciplinary interviews to ensure consistency of practice across the Association.

Written warnings will be noted on an employee's record for the period stated, after which they will be disregarded.

An employee, who considers that disciplinary action has been taken unreasonably, has the right to appeal against that decision.

Following any disciplinary action taken against an employee, mediation may be used (if appropriate) to help resume working relationships with other employees. Information on mediation can be found in the grievance procedure.

### **29.3. The right to be accompanied**

At formal disciplinary and appeal hearings an employee shall have the right to be accompanied by a single companion, the companion may be:

- A fellow employee;
- A recognised trade union representative or an official employed by a trade union (who is certified by the Union) to be competent to accompany the employee.

If an employee is disabled special consideration may be given in respect of an appropriate companion.

There is no duty on a fellow employee/workplace trade union representative to accept a request to accompany an employee and no pressure should be brought to bear on a person, if he/she does not wish to act as a companion.

An employee who has been asked to accompany a colleague, and has agreed to do so, is entitled to take reasonable time off to fulfil this responsibility. However, authorisation from the employee's line manager must be obtained in advance.

Where the chosen companion cannot attend on the date proposed, the employee can propose an alternative time and date as long as it is reasonable and is within five working days of the original date.

Before a disciplinary hearing takes place, the employee will advise the HR and Corporate Services Manager who will accompany them.

A companion is allowed to address the hearing in order to:

- Put the employee's case
- Sum up the employee's case
- Respond to any view expressed at the hearing.

A companion may confer with the employee during the hearing. A companion has no right to answer questions on behalf of the employee, or to address the hearing if the employee does not want it.

In accordance with the provisions set out in the Employment Rights Act 1996 as amended, the Association reserves the right to question any employee directly at any investigatory interview or disciplinary hearing.

#### **29.4. Informal action**

The Association expects satisfactory standards of behaviour, attendance and performance from all its employees. Apart from the formal procedure for dealing with discipline it is part of the normal supervisory process that employees have brought to their attention the standards required and the consequences of any failure to meet those standards.

All supervisors and line managers are responsible for encouraging employees to perform reasonably and effectively at work. Line managers should, so far as is reasonably practical, attempt to resolve matters informally with employees before invoking a formal procedure. Advice will be sought from the HR and Corporate Services Manager if necessary.

Informal action will not be conducted in front of other colleagues unless completely unavoidable e.g. where a member of staff is being abrupt, abusive or uncooperative. Following any informal action, if the required improvements are not made, or if the problem persists or is of a serious nature, then the formal procedure will be invoked.

The Association will confirm any informal action in writing and this will be included in an employee's personal file for a maximum period of 12 months.

Following an informal process (at the start of proceedings) does not alter an employee's or the Association's right to take formal action thereafter.

#### **29.5. Investigation**

Wherever possible an appropriate person who is not directly involved will be appointed to carry out an investigation. This may or may not be the line manager involved depending on the nature of the allegations. The purpose of carrying out an investigation is to establish if there is a disciplinary case to answer. The objective will be to establish the nature of the allegations and the evidence to substantiate them. The investigation may include the examination of documents, files and any other relevant documentation. Interviews may also be carried out with any staff or other persons considered relevant to establishing the facts. All steps will be taken to ensure a full and thorough investigation is undertaken.

The investigator will then report on his/her findings and the manager (or where more appropriate a more senior member of staff) will decide if there are grounds for holding a disciplinary hearing.

Investigations will be conducted objectively. The HR and Corporate Services Manager will assist in ensuring that matters are handled fairly and reasonably and in compliance with current legislation and Association procedures.

## **29.6. Suspension**

If, following external professional advice, it appears to be in the interests of the Association in dealing with the matter in question, an employee may be suspended on full pay whilst allegations are fully investigated. Suspension is not a penalty and is not a disciplinary action; it is a measure taken as a precaution and to ensure consistency. Suspended employees are at all times required to be available for meetings, etc. during normal working hours.

Every effort will be made to complete an investigation as quickly as possible, in order to minimise the period of suspension.

Departmental Directors will normally exercise this right with the HR and Corporate Services Manager in attendance, in the case of the Chief Executive the Board of Management are authorised to suspend.

At any time the Association may contact a suspended employee in order to clarify issues or further investigate the case. The employee must, if asked, come into the Association office to assist in these matters.

Suspension will be confirmed in writing to the employee setting out the grounds on which the decision to suspend has been taken.

## **29.7. Disciplinary hearing**

If after fully investigating the allegations, there is reasonable belief that there is a disciplinary case for an employee to answer in terms of his/her standard of behaviour, attendance or performance, a disciplinary hearing will be held. This will be carried out within five working days or as soon as reasonably practical.

Once a decision has been made to instigate the disciplinary procedure, a letter will be sent to the employee informing him/her of:

- The nature of the allegations and the fact that the hearing is to be a disciplinary one.
- The date, time and location of the hearing.
- The right to be accompanied by a fellow colleague or a recognised Trade Union Official.
- The names of the people who will be present at the hearing.
- The possible outcome of the hearing.

All written documentation and/or statements provided will be circulated to all parties before the hearing.

Normally a disciplinary hearing will be conducted and chaired by the employee's line manager. However, this may be undertaken by another member of staff at the discretion of the Association.

If any case is deemed to be, or potentially deemed to be, gross misconduct the hearing will be conducted and chaired by the Departmental Director (if not involved in the investigation).

Where it is not possible or appropriate for the manager to conduct the disciplinary hearing, an appropriate person will be appointed.

At the start of the disciplinary hearing, the manager will ensure that the employee has received copies of all the relevant investigation notes and fully understands the allegations, their right to be accompanied and the order of proceedings. If the employee declines the right of representation, this will be recorded in the notes of the meeting.

The manager will review the allegations and the conclusions of any investigations carried out and allow the employee to state their case in full.

The employee will be given a reasonable opportunity to ask questions, present evidence and call relevant witnesses. The employee (and their companion) will be permitted to raise points about any information provided by witnesses however, there is no right for the employee (or their companion) to cross examine witnesses.

Where the employer or the employee intends to call relevant witnesses to a disciplinary hearing, they will give advance notice that they intend to do this. This will be provided as soon as practical but no later than one working day before the disciplinary hearing is due to take place.

If new evidence comes to light at the disciplinary hearing, the hearing must be adjourned pending further investigations.

Once the manager and employee have had the opportunity to review the allegations in full and carry out any further investigations, the manager will adjourn the hearing to consider the matter and, if appropriate, any disciplinary action. The length of adjournment will depend on the complexity of the allegations and must allow the manager sufficient time to consider appropriate action. If the hearing is to be adjourned beyond the day of the hearing, the Association will give the employee notice of any re-convened meeting.

When the disciplinary hearing is re-convened, the manager will advise the employee of his/her findings and any level of disciplinary action and the reasons for the decision. The employee will also be advised of their right of appeal.

The employee will then be formally notified in writing of the disciplinary decision within five working days.

## **29.8. Stages in the disciplinary procedure**

### **29.8.1. Stage one: First Written Warning**

An employee who is found to be performing unsatisfactorily or is guilty of misconduct will be given a written warning within five working days.

The written warning will set out:

- The performance or behaviour problem;
- The improvement that is required;
- The timescale for achieving that improvement;
- A review date; and,
- Any support/training the Association will provide to assist the employee.

The employee will be informed that this represents the first stage of a formal procedure and that if there is no satisfactory improvement further disciplinary action may be taken.

A copy of the warning will be kept on the employee's file for 6 months and provided there is the agreed improvement in performance will then be removed.

### **29.8.2. Stage Two: Final Written Warning**

Where there is a failure to improve or change behaviour in the timescale set at the first stage, or when the offence is sufficiently serious, the employee will be given a final written warning.

This will only be given after the employee has had the opportunity to present their case at a meeting or where being considered as a first outcome from a disciplinary hearing, within five working days of the hearing being concluded.

The final written warning will be provided within five working days of the meeting and will give the details of the complaint and will advise the employee that failure to improve or modify behaviour as required, or further misconduct, will lead to dismissal. The final written warning will remain on an employee's file for a period of 12 months and provided no further disciplinary action has been taken will be removed.

### **29.8.3. Stage Three: Dismissal or other penalty**

If, following a meeting (whether that is a follow-on meeting or a disciplinary hearing when the matter is sufficiently serious) conduct or performance remains unsatisfactory and the employee continues to fail to reach the required standards, he/she will be informed of this and will be advised that further disciplinary action is to be taken. If a final written warning has already been issued and is still current, the consequence may be dismissal or in some cases, if considered appropriate, may be demotion.

The Director of each service is authorised to dismiss an employee. The employee will be provided with written reasons for the dismissal within five working days of the meeting, the date on which the employment is terminated and the right of appeal. If the dismissal is 'with notice', the notice period will be as stated in the employee's Statement of Employment, but the Association may deem it appropriate to make a payment in lieu of notice. In cases of gross misconduct the employee will be dismissed summarily.

## **29.9. Gross or serious misconduct**

Gross or serious misconduct is generally seen as misconduct serious enough to destroy the contractual relationship between the employer and the employee and to make any further working relationship and trust difficult, if not impossible. If any case is deemed to be, or potentially deemed to be, gross misconduct the investigation will be carried out by a Director. Wherever possible, a Director not involved in the case will be appointed to carry out the investigation.

If the case concerns the Chief Executive, the Board of Management will appoint a Sub Committee to carry out the investigation and submit a notifiable event to the Scottish Housing Regulator.

Whilst it is not possible to specify all incidents which would constitute gross misconduct, examples of acts which normally would be regarded as gross misconduct include:

- Fighting, physical assault, violent conduct or dangerous horseplay;
- Failure to carry out a reasonable and lawful direct instruction given by a superior member of staff during working hours;
- Gross insubordination;
- The use of aggressive behaviour or excessive bad language;
- Theft, wilful damage or negligence which leads to damage of property belonging to the Association or other employees;
- Falsification of Association records (including mileage claims, working times, etc.);
- Wilful acts of damage when representing the Association or engaged on Association business;
- Performing, arranging or carrying out work or activity which could be considered to be in competition with or which adversely affects in any way the Association's interests (for example carrying out repairs and charging the tenant for them and pertaining to give a guarantee from the Association that the work is to an acceptable standard);
- Fraud or any other offence committed against the Association which would be a breach of the law of the land;
- Attending work while intoxicated by alcohol or non-medically prescribed drugs and / or any other substances that inhibit performance;
- Acts of gross negligence or misconduct involving carelessness or reckless driving;
- Loss of driving licence on conviction when driving is an essential part of the job requirements;
- Serious breach of legal limits when driving Association vehicles (for example driving at 70 mph in a 30 limit);

- Breach of safety rules and/or any action which seriously endangers the health or safety of an employee or any other person whilst at work;
- Deliberately making a false entry in the written records of the Association;
- Knowingly giving false information or deliberately omitting relevant information on an employment application form or curriculum vitae;
- Smoking in designated non-smoking areas;
- Being involved in actions that are deemed discrimination or harassment;
- The viewing or downloading of pornographic or other derogatory, defamatory, obscene or inappropriate material from internet / email systems;
- Unauthorised access to, or disclosure of, any confidential information / data; or
- Abuse of internet/email systems / social media / telephone for personal usage.

This list is neither exclusive nor exhaustive. Dismissal on the grounds of gross misconduct could therefore, occur for offences not mentioned above which are of a similar gravity, or when the contractual relationship between the Association and an employee has broken down. In all cases of alleged gross misconduct, the employee will be suspended pending a full investigation.

If, on the completion of the investigation and full disciplinary procedure, the Association is satisfied that gross misconduct has occurred and that the recommendation is that the individual should be dismissed this may be done: (a) with notice, (b) with a payment in lieu of notice, or (c) summarily, without notice or payment in lieu of notice.

If, on the other hand, it is decided that the circumstances do not warrant dismissal, a lesser penalty may be imposed, including an employee being given a final written warning or demotion or transfer, loss of seniority or salary increment, suspension without pay. The employee will be informed immediately of the decision taken. The decision will also be confirmed in writing within five working days.

## **29.10. Appeals procedure**

An employee who considers that disciplinary action has been taken unreasonably has the right to appeal that decision.

Appeals against Stage one and Stage two sanctions will be made to the Chief Executive. An appeal will be submitted in writing within five working days of receiving written confirmation of any outcome from a meeting (disciplinary or follow-on). The appeal will detail the grounds for the appeal.

The purpose of the appeal is to establish whether the finding of the disciplinary hearing was appropriate and procedurally correct.

Appeals against disciplinary action taken by the Chief Executive will be made to the Board of Management who will set up a Sub Committee to determine the matter.

On receipt of written confirmation of an employee's wish to appeal, the Association will undertake an appeal hearing as soon as is reasonably practicable and no later than five working days after receipt of the appeal. The Association will write to the employee giving them notice of the hearing and advising who will chair the appeal hearing (as far as reasonably practical this will be a more senior member of staff) and advise of staff attending the hearing on behalf of the Association. The written notice will also confirm that the employee has the right to be accompanied by a fellow employee or recognised trade union official and ask that details of any companion is advised to the Association in advance and no later than 24 hours before the appeal hearing.

At the appeal hearing, the employee will be given the opportunity to set out the grounds of their appeal in full. The Association's representative will detail the case and the reason(s) for the decision made. The Chairperson will review the evidence on which the original disciplinary decision was made and consider whether the decision was reasonable.

The Chairperson will, if necessary, adjourn the appeal hearing to consider the information before re-convening to deliver the decision. The length of the adjournment will depend on the complexity of the case.

The employee will be advised in writing of the final decision of the appeal hearing within five working days. If it is not possible to respond within this timescale, the employee will be given an explanation for the delay and advised when a response can be expected.

Stage 3 appeals against disciplinary action resulting in dismissal will be made, in writing, to the Chief Executive who will set up a Sub Committee to determine the matter. Except in instances where the Chief Executive has been involved in the disciplinary process prior to this stage, the Chief Executive will attend the Sub Committee to provide guidance. Where the Chief Executive has been involved prior to this stage, or where required, the Sub Committee will have access to independent HR advice provided by a professional company. The same procedures and timescales as detailed above will be followed.

## **30. Grievance procedures**

### **30.1. Principles**

The aim of this procedure is to achieve a rapid and effective resolution of any individual grievance.

Wherever possible, individual grievances should be resolved informally without recourse to formal procedures. The use of informal proceedings at the start of a process does not alter the right to then take formal action. All staff are encouraged to discuss any issues that cause concern with their line manager in the first instance. Where it is not possible for a grievance to be resolved informally the following procedure will be adopted.

The procedure covers any grievance which an employee has relating to their conditions of service, grading, health and safety, working practices and any acts of discrimination.

At any stage in the procedure, subject to the agreement of all parties concerned, there may be a suspension in proceedings to facilitate mediation, fact-finding or other discussions which might likely promote the chances of a resolution of the case at as early a stage as possible. The process of mediation is explained below.

### **30.2. The right to be accompanied**

At any stage in this procedure an employee has the right to be accompanied by a single companion, the companion may be:

- A fellow employee;
- A recognised trade union representative or an official employed by a trade union (who is certified by the Union) to be competent to accompany the employee.

If an employee is disabled special consideration may be given in respect of an appropriate companion.

There is no duty on a fellow employee/workplace trade union representative to accept a request to accompany an employee and no pressure should be brought to bear on a person, if he/she does not wish to act as a companion.

An employee who has been asked to accompany a colleague and has agreed to do so is entitled to take reasonable time off to fulfil this responsibility. However, authorisation from the employee's line manager must be obtained in advance.

Where the chosen companion cannot attend on the date proposed, the employee can propose an alternative time and date as long as it is reasonable and is within five working days of the original.

Before the hearing takes place, the employee should advise the Manager who they have chosen as a companion. This should be done as soon as possible but no later than one working day before the date of the hearing.

The companion is allowed to address the hearing in order to:

- Put the employee's case;
- Sum up the employee's case; and
- Respond to any view expressed at the hearing.

A companion may also confer with the employee during the hearing. However, a companion has no right to answer questions on behalf of the employee, or to address the hearing if the employee does not want it.

### **30.3. Procedure**

An employee should put his/her grievance, preferably in writing, to his/her immediate line manager. If an employee is unable to prepare a statement in writing because of a disability the HR and Corporate Services Manager should be informed in order that assistance may be provided. The employee should inform the line manager of the basis for the grievance.

If the grievance is a complaint against the line manager then the grievance should be raised with the next succeeding manager as appropriate.

If the grievance is raised against the Chief Executive this should be made to the Chair of the Board of Management.

The line manager will invite the employee to attend a meeting in order to discuss the grievance. The meeting will be carried out as soon as practical and no later than five working days after receiving notification of the grievance.

The employee is expected to take all reasonable steps to attend the meeting.

The line manager will respond in writing to the employee, within five working days of the meeting. If it is not possible to provide a full response within this timescale, the employee will be given an explanation for the delay and advised when a response can be expected.

### **30.4. Appeals**

Any appeals against the outcome of a grievance hearing should be made in writing to the next succeeding line manager within five working days of the employee receiving the outcome letter.

If the grievance involves the Chief Executive the appeal will be made to the Board of Management who may delegate responsibility to a Sub Committee.

An appeal hearing will then be convened and the appeal considered. The employee will be entitled to be accompanied at any appeal hearing by an employee of the Association or a recognised trade union representative.

The employee will be advised in writing of the final decision of the appeal hearing within five working days. If it is not possible to respond within this timescale, the employee will be given an explanation for the delay and advised when a response can be expected.

### 30.5. Mediation

Mediation is a process for resolving disputes in which an impartial third party (the mediator) helps people to find a mutually acceptable solution. Mediation is voluntary, confidential and creates a situation which is acceptable to all parties. It helps to focus on the future with emphasis on rebuilding relationships rather than apportioning blame for what has happened in the past. Mediation is generally more effective and quicker than going through a formal process and can be used to settle disputes in a whole range of situations. Mediation can be entered into at any stage but ideally will be at the earliest opportunity.

#### How can Mediation be used?

Mediation helps people communicate and work towards mutual agreements. It provides a structured way of managing conflict and can be used in various situations such as:

- Informal mediation between members of staff in conflict where ongoing working relationships are important;
- Formal mediation as a first stage in resolving a grievance which involves another member of staff; or
- To help resume working relations following a formal investigation or where disciplinary action has been taken.

Mediation will be most appropriate when:

- Where there is an ongoing working relationship and a requirement to act co-operatively;
- When it is in both parties interest to resolve an issue;
- Communication between the parties has broken down and they are prepared to use a third party to help them communicate;
- People cannot find a solution themselves but do want to resolve an issue.
- The people involved are participating voluntarily; and
- The issues are specific and can be resolved by the parties themselves.

Mediation is least appropriate when:

- There is too great a power/status balance between the parties;
- Where there is a risk or perceived risk to personal safety;
- Legal or formal action has already started, unless it is suspended; and/or
- The parties are not willing to participate.

#### What happens in mediation?

In most types of mediation the following steps will take place:

If one person asks for mediation, all those involved will be contacted to ask if they will participate in the process;

Everyone involved will then be visited individually by the mediator. The mediator will ask each of them to explain how they see the current situation, and how they would like to see it in the future. They may also ask what suggestions the parties have for sorting out the disagreement; and Information shared during the sessions is private and confidential.

If all parties agree to come to a joint meeting the following steps may take place:

- The mediator will explain the structure of the meeting and ask everyone to agree to some basic rules, such as listening without interrupting and not using offensive remarks;
- Each person will then have the opportunity to talk about the issue as they see it and how it affects them. The mediator will try to ensure that everyone understands what each person has said, and allow them to respond;
- They will then help all parties identify the issues that need to be sorted out. Very often this can lead to solutions that no one has even thought of before, helping parties to reach agreement;
- Any agreement made will normally be written down, signed by all parties and the mediator. A copy of the agreement will be kept by each party and reviewed regularly to monitor progress. A copy will also normally be held by the HR and Corporate Services Manager. It is not a legally binding agreement and does not affect anyone's statutory rights, allowing the freedom of finding another way of dealing with the dispute at any time.

### 31. Anti harassment and bullying

The Association is committed to developing a working environment in which bullying and harassment are known to be unacceptable and are not tolerated at any level of the Association. The Association seeks to ensure that every individual can work effectively in comfort and dignity. The Association will provide any employee who suffers bullying or harassment with an appropriate form of redress and seeks to guarantee that complainants will not encounter any form of reprisal or victimisation as a result of their complaint.

This section covers harassment or bullying which occurs both in and out of the workplace, such as on business trips or at events or work-related social functions. It covers bullying and harassment by staff and also by third parties such as customers, suppliers or visitors to the Association's premises. It covers harassment where employees are not directly targeted. Any complaint will be thoroughly investigated and prompt corrective action taken.

Harassment is unwanted conduct that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment can take many forms, occur on a variety of grounds and may be directed at an individual or group of individuals. It is not the intention of the perpetrator but the deed itself and the impact on the recipient which determines what constitutes harassment. Ultimately, the question which has to be asked is "has an individual or group of individuals been treated in a detrimental way on improper grounds"?

Whatever the form of harassment it will be unwanted behaviour which is unwelcome and unpleasant. Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to the victim's gender, gender reassignment, marital status or civil partner status, race, ethnic or national origin, colour, nationality, disability, sexual orientation, age, pregnancy or maternity, religion or belief. Harassment is unacceptable even if it does not fall within any of these categories.

A person may be harassed even if they were not the intended "target". For example, an employee may be harassed by racist jokes about a different ethnic group if they create an offensive environment for that employee.

Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation. Bullying can take the form of physical, verbal and non-verbal conduct.

Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, does not amount to bullying.

No one in the Association has to put up with harassment or bullying within their employment. This may include their right to use the Association's disciplinary procedure.

If an employee thinks they are being bullied or harassed, they should, where possible, first make it clear to the person that their behaviour is unwelcome and that it should stop immediately. Once the person concerned understands that their behaviour is unwelcome, this may be enough to stop it.

If the bullying or harassment continues an employee can raise a complaint through the Grievance Procedure. All complaints will be handled in a timely and confidential manner. The employee will be guaranteed a fair and impartial hearing and the matter will be investigated thoroughly. If the investigation reveals that the complaint is valid, prompt attention and disciplinary action designed to stop the bullying or harassment immediately and prevent its recurrence will be taken.

Employees will be protected from intimidation, victimisation or discrimination for filing a complaint or assisting in an investigation. Retaliation against an employee for complaining about bullying or harassment is a disciplinary offence.

Whilst this procedure is designed to assist genuine victims of bullying or harassment, employees should be aware that if they raise complaints which are proven to be deliberately vexatious, or they refuse to co-operate with a full investigation, they will become subject to disciplinary proceedings.

## 32. Whistleblowing

All organisations face the risk of things going wrong or of unknowingly harbouring malpractice. The Association has a duty to identify malpractice and take the appropriate measures to remedy the situation. By encouraging a culture of openness the Association aims to prevent malpractice. The Association wants to encourage all employees to raise issues, which concern them at work through the grievance procedures. However, where employees feel that there has been serious improper conduct they can raise concerns through the Association's Whistleblowing Policy. Further details on this can be obtained from line managers.

All employees have legal protection under the Public Interest Disclosure Act 1998 from any form of retribution, victimisation or detriment as a result of publicly disclosing certain serious allegations of malpractice. Employees who disclose information of a specified category to a specified individual in specified circumstances, in accordance with the Public Interest Disclosure Act 1998 will be afforded protection. It will also enable them, if necessary, to make a complaint or assist in an investigation without fear of reprisal.

The Whistleblowing policy will apply in cases where an employee genuinely believes that one of the following sets of circumstances is occurring, has occurred, or may occur within the Association:

- a criminal offence has been committed, is being committed, or is likely to be committed.
- a person has failed, is failing, or is likely to fail to comply with any legal obligation to which he or she is subject.
- a miscarriage of justice has occurred, is occurring, or is likely to occur.
- the health and safety of any individual has been, is being, or is likely to be endangered.
- the environment has been, is being, or is likely to be damaged.
- information tending to show any matter falling within any one of the preceding paragraphs has been, is being, or is likely to be deliberately concealed.

While it is not necessary the employee proves the malpractice or misconduct that he / she is alleging, but may simply raise a reasonable suspicion, please note that an employee will not be protected from the consequences of making such a disclosure if, by doing so, he/she commits a criminal offence. Employees will only be entitled to protection if the disclosure is carried out in accordance with the Whistleblowing policy and in the public interest.

### Who the disclosure should be made to

If an employee wishes to raise or discuss any issues, which might fall into the above category they should contact their line manager in the first instance who will treat the matter in confidence. In such cases it is likely that further investigation will be necessary and the employee may be required to attend a disciplinary or investigative hearing as a witness. The complaint should be made orally or in writing, describing the incident(s) as fully as possible to the line manager. Where the concern involves the employee's line manager then the concern should be raised with a more senior manager. All complaints will be viewed seriously and treated confidentially.

### 33. Anti bribery and corruption

By accepting employment with the Association and signing the Code of Conduct, all employees agree that they will not offer, promise, give, request, and agree to receive or accept any bribes:

- in the course of their employment;
- when conducting Association business; or
- when representing the organisation in any capacity.

A bribe means a financial payment or other form of reward or advantage, whether direct or indirect, that is intended to persuade or influence, or has the effect of persuading or influencing, an individual, Association or public body to perform their functions, including business and public duties, improperly. For the avoidance of doubt, improper performance includes:

- not acting in good faith;
- not acting impartially; and
- not acting in accordance with a position of trust.

All employees must comply with the Association's anti-bribery policy and procedures and agree to comply with all applicable bribery and corruption laws.

All employees agree to report any suspicious conduct that may amount to a bribe being offered, promised, given, requested or accepted (either involving them directly or another employee or person acting for, or on behalf of, the organisation) immediately to the relevant individuals within the organisation in accordance with the anti-bribery policy and guidelines.

If the Association suspects an employee of bribery in accordance with the Bribery Act 2010, it is entitled to invoke its disciplinary procedures and suspend employment while carrying out its investigations.

The Association is entitled to terminate employment in writing without notice or pay in lieu of notice, without prejudice to any rights or claims it may have against an employee, if it is found by the Association, or any other relevant public or legal authority, that the employee is, or has been, guilty of bribery.

### 34. Retirement

The Association currently has no fixed retirement age and employees are free to retire whenever they choose. The Association acknowledges that retirement is a matter of choice for individuals and considers that age diversity is beneficial to the Association.

If an employee wishes to have an informal discussion about retirement at any time they should discuss this in the first instance with their line manager. If an employee indicates that they are thinking of retiring, they are free to change their mind at any time until they have actually given notice to terminate their employment.

If employees do decide to retire, the Association appreciates as much notice as possible, although employees are required to give the Association at least the notice they are obliged to give under their individual contract of employment. The Association's Retirement Policy will be followed at all times.

Members of the Pensions Trust scheme are required to give the Pensions Trust three months notice of retirement.

The Association's Retirement Policy will be followed at all times.

### **35. Redundancy**

It is the Association's intention to develop and expand the business activities and thus provide a stable work environment for all employees. However, where economic necessity dictates it may become essential, having tried all other available options, to reduce staffing levels leading to subsequent redundancies. Where this is the case, employees will be fully consulted, either as individuals or via recognised representatives, and a suitable redundancy procedure will be adopted dependant always on the particular needs of the business.

The Association's Redundancy Policy will be followed at all times.

### **36. Leaving procedure**

On termination of employment, employees are required to follow the Association's leaving procedure. Employees must give the correct notice as detailed in their contract of employment. Before employees leave it is essential that all Association property is returned.

### 37. References

It is not the general policy of the Association to provide 'open' references for employees leaving. However, factual references may be provided in certain circumstances.

## **38. Notice**

On leaving employment all employees with the exception of the Senior Management Team are required to give one month's notice in writing. Staff having given notice may be asked to leave before the notice period is complete and will be paid in lieu of notice. All Association property must be returned.

### **38.1. Senior staff**

The Chief Executive and Departmental Directors are required to give three months notice but the Association will give consideration to applications to leave earlier.

### **38.2. General notice entitlements**

Employees are entitled to receive not less than one month's notice after one month of service.

Employees with five years or more continuous service are entitled to receive one weeks notice for each year of employment up to a maximum of 12 weeks.

### **39. Trade union recognition and membership**

The Association recognises the Unite Union and accords it exclusive recognition for the purpose of negotiating salaries and conditions of service on behalf of staff up to and including manager level, and to represent members on individual or collective grievances in accordance with the terms of the Memorandum of Agreement between the Association and the Union. This is known as a collective bargaining agreement.

#### **39.1. Personal rights**

Members of staff may belong to any trade union, including any trade union which is not recognised by the Association. However, staff are not obliged to be, or to become, a member of any trade union.

The Association operates within an open and transparent environment. Any concerns or questions that staff have regarding their working environment, terms and conditions, etc. can be raised directly with line managers, departmental directors, the HR and Corporate Services Manager or the Chief Executive directly. There is also the ability to raise concerns collectively through teams (weekly team meetings are held) or at staff development sessions.

When asked, the ability to raise issues anonymously will be honoured unless there is a serious risk to the health and safety of staff or significant damage or potential damage to the Association (this will include financial or reputational damage).