



PORT OF LEITH
HOUSING ASSOCIATION

Staff Handbook

1 April 2018

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SECTION 1

General Conditions of Service and Company Rules

1.1 PROBATIONARY PERIODS

All appointments are subject to a probationary period for the first six months of employment unless otherwise stated in the offer of appointment. Employment may be terminated during that time if performance and / or attendance fails to reach the required standard.

All new appointments are subject to a satisfactory probationary period (normally six months) during which period the Manager will assess and guide new employees in order that any problem areas of the job can be identified and responded to. Managers / Supervisors will arrange formal one, three and six monthly meetings where written work objectives will be agreed and a Personal Development Plan prepared. Early feedback of progress will be given to employees either to reassure them that they are meeting agreed standards or to provide coaching, guidance and additional training on unsatisfactory areas.

A probationary review meeting will be held and a recommendation made as to whether the appointment is confirmed, extended or terminated. Completion of the six month probationary period will be confirmed in writing by the Corporate Services Manager.

If, at the end of the six month probationary period, the employee's performance is unsatisfactory – or in cases where the employee or the Manager have been absent from the workplace for an extended period during probation – an extension of the probationary period may be appropriate.

An extension should normally be sought only where there are special circumstances justifying it and should normally be for no more than three months.

1.2 HOURS OF ATTENDANCE

1.2.1 Official Hours of Business

Normal office hours are from 8.45 am to 5.00 pm Monday to Thursday and 8.45 am to 3.45 pm on Friday.

The Working Time Regulations (1998) govern the hours people can work, including a maximum weekly working time, pattern, holidays and minimum daily and weekly rest periods.

All employees are expected to work their contracted hours and lateness, early departures, etc outwith core hours must be made up by arrangement with the Manager. Any employee arriving for work late (or leaving early) must notify a Manager on the day of lateness / departure. Failure to give such notification will be dealt with under the Disciplinary Procedure.

There may be occasions where the Association may require you to perform a reasonable amount of work in addition to your normal hours of work, depending on the needs of the business. You are entitled to receive time off in lieu (TOIL) or an overtime payment for this work. See Section 3.4 for details of payment.

1.3 CODE OF CONDUCT FOR ALL STAFF

Overview

All employees are expected to behave in a professional manner at all times and to keep in mind they are an employee of the Association whether at work or not. Employees are required to ensure their behaviour at any time does not bring the Association into disrepute.

(a) Managing Risk of Bribery and Corruption

It is our policy to conduct all of our business in an honest and ethical manner. We take a zero tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery.

The prevention, detection and reporting of bribery and other forms of corruption is the responsibility of all those working for the Association under our control.

You must notify your Line Manager as soon as possible if you believe or suspect that you are offered something by a third party in order to gain a business advantage with us, or indicates to you that a gift or payment is required to secure their business.

You are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. If you are unsure whether a particular act constitutes bribery or corruption, or if you have any other queries, these should be raised with your Line Manager. Concerns should be reported by following the procedure set out in our Whistleblowing Policy.

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct.

(b) Gross Misconduct

Gross misconduct is conduct which is considered sufficiently extreme by the Association as to render an employee liable to dismissal without notice.

Set out below are examples of behaviour which Port of Leith Housing Association Limited treats as Gross Misconduct.

Employees should note that this list is not exhaustive.

- Theft, dishonesty or fraud;
- Deliberate recording of incorrect working hours;
- Smoking within office premises, including the use of e-cigarettes and vapours;
- Assault, acts of violence, extreme verbal aggression or bullying;
- Unacceptable use of obscene or abusive language;
- Possession of use of non-prescribed drugs or alcohol on Association premises, or during working hours;
- Wilful damage to the Association's, employees', or customers' property;
- Serious insubordination;
- Falsification of records or other Association documents, including those relating to obtaining employment;
- Unlawful Sex, Race or Disability discrimination;
- Refusal to carry out reasonable management instructions;
- Gambling with Association finances, bribery or corruption;
- Acts of indecency, or sexual harassment;
- Serious breach of the Health and Safety policies and procedures
- Accepting gifts from outside organisations which have not been approved by management;
- Breach of confidentiality, including the unauthorised disclosure of Association business to the media or any other party;
- Unauthorised access to or use of computer data;
- Copying of computer software, other than when authorised in the employee's normal course of employment;
- Serious breach of the IT Policy;
- Co-operate with a request to search as specified in the Code of Conduct.

Dealing with Misconduct and Gross Misconduct

All alleged incidents of misconduct or gross misconduct will be dealt with under the Association's Disciplinary Policy and Procedure (see Section 3).

(c) Receipt of Gifts and / or Hospitality

All employees are expected at all times to adhere to the Association's Policy on Entitlements, Benefits and Payments Management (see Section 4).

(d) Declaration of Interests

The integrity of the Association's staff must be beyond suspicion. If any employee has to deal with any matter in the course of official duties in which he / she has a private interest (however slight), then it is required that all relevant facts be reported to the Association's Senior Management Team.

An employee will not, by reason of this rule, be disqualified from conducting an item of business if the personal interest is so remote or insignificant that it cannot be regarded as likely to influence him or her.

(e) Disclosure of Business Information

Employees are forbidden to disclose information of a confidential nature gained in the course of their duties either orally or in any other way without the authority of the Chief Executive. Please refer to the Association's Policy on Openness and Confidentiality which is reviewed regularly (see Section 3).

(f) Use of Email and Internet Access

The Association's Internet and Email policy fully details standards for the use of internet and email facilities for Port of Leith Housing Association purposes (see Section 4).

The use of email and the internet are efficient and cost-effective ways of communicating and obtaining information. However, improper or inappropriate use of email and the internet can have an adverse effect on the Association's business and such use can also have serious legal consequences.

If an employee has been provided with a computer with the use of email and internet access, the employee is authorised to use these for business purposes and limited personal purposes. It should be remembered that both email and internet access are provided to the employee for business purposes.

The Association has no objection to occasional use of email and the internet for personal purposes provided that this is done outside working time such as during the employee's authorised lunch hour or before and after work. The Association seeks to mainly rely on the employee's own good judgement in ensuring that the employee's own personal use is occasional.

The Association monitors email and internet use and employees cannot and should not therefore expect any communications over the internet or email systems to be private.

Any failure on the part of an employee to comply with the policy may result in disciplinary action being taken.

(g) Use of Social Media Sites

Personal use of social media is not permitted during working time or by means of the Association's computers, networks and other IT resources and communications systems.

Social media should never be used in a way that breaches any of the Association's other policies.

Employees must not post disparaging or defamatory statements about:

- The Association's organisation;
- Clients;
- Suppliers and vendors; and
- Other affiliates and stakeholders

Employees should also avoid social media communications that might be misconstrued in a way that could damage our business reputation, even indirectly.

Employees are personally responsible for what they communicate in social media. Employees should remember that what they publish might be available to be read by the masses (including the organisation itself, future employers and social acquaintances) for a long time. This should be kept in mind before any content is posted.

If employees disclose their affiliation as an employee of the Association's organisation, they must also state that their views do not represent those of the Association. For example, employees could state, "The views in this posting do not represent the views of my employer". Employees should also ensure that their profile and any content they post are consistent with the professional image they present to clients and colleagues.

Avoid posting comments about sensitive business-related topics, such as the Association's performance. Even if employees make it clear that their views on such topics do not represent those of the organisation, their comments could still damage the Association's reputation.

If an employee sees content in social media that disparages or reflects poorly on the Association or its stakeholders, they should report it to their Line Manager. Employees are responsible for protecting the Association's business reputation.

(h) Use of Association Telephone for Personal Calls

Reasonable use of the Association's telephones for private calls is permitted at the discretion of the Line Manager.

(i) Working Outside the Association

Employees may not hold any post or undertake any occupation or activity which would require their attendance at any time during their working hours or prejudice the proper performance of their duties for the Association.

Employees engaged in other paid or voluntary work are required to advise the Departmental Director of the hours involved, in order that the Working Time Regulations may be complied with.

Employees advising that they may work more than 48 hours per week due to engaging in other paid or voluntary work will be asked to sign an Opt Out Agreement to ensure compliance with legislation. In some circumstances it may be necessary for the Association to restrict or forbid employees from engaging in other paid or voluntary work.

(j) Personal Property

The Association accepts no responsibility for any personal property whilst it is on Association premises, even if it is being used for official purposes. Employees should ensure that their personal possessions are adequately safeguarded.

(k) Provision of Personal Information to the Association

All employees have a duty to ensure that (a) their private address, contact details, date of birth and details of next of kin are recorded in the office and (b) that any changes are notified without delay.

(l) Employee Relations and Trade Union Membership

The Association does not specifically recognise any trade union; however as employer, it believes in the principle of solving problems affecting employee relations with its employees by discussion and agreement in the most appropriate manner.

A member of staff has the following rights:

- To be a member of such a trade union as he or she may choose
- Not to be a member of a trade union

Any member of staff who is a member of a trade union, or one who is similarly engaged on matters affecting staff relations on behalf of a trade union, will be permitted by the Association to take part in such activities as may arise from time to time. The time may be outside working hours or to a reasonable extent, as agreed by the Association's Board, within working hours.

Any member of staff may seek election to office in a trade union and may hold office in the union.

(m) Work Breaks

The legal position relating to breaks from work is that adult employees (over 18) who work more than six hours per day have the statutory right to an unpaid rest break of at least 20 minutes away from their workstation under the Working Time Regulations 1998.

The Association's position is that it is expected anyone working more than six hours will take a break of at least half an hour from their work. Other breaks, eg coffee breaks, smoking breaks, etc, will be permitted at reasonable levels and at the discretion of management.

Any employee taking a break and leaving the building should sign the in / out register in accordance with Fire Regulations.

(n) Use of Employee Data

The Association retains the right to hold and process both electronically and in hard copy form any personal and sensitive data relating to you for the purposes of employee-related administration, processing your employee file and management of its business, for compliance with applicable procedures, laws and regulations and for providing data to external suppliers who administer your employment benefits solely for the purpose of providing you with those benefits. (See Data Protection Policy: Retention of Employee Records).

(o) Items in Voids

The Association's Void Procedures must be followed for abandoned property not taken into storage by the Association, found in voids and vacant houses. Employees must obtain permission from the Chief Executive to remove property for personal use and a payment made to a local charity.

(p) Association Vehicles

Driving of Association vehicles is restricted as follows:

- Employees receiving car allowance do not have the use of Association cars without the consent of the Departmental Director
- Only employees of the Association may drive
- For insurance purposes drivers must be over 21 years old
- Cars are only to be used for business purposes
- No learner drivers are allowed to drive Association cars

Cars provided will be of a make and model determined by the Association and purchased from a dealer as approved by the Board. Insurance will be effected by the Association. The road tax licence will be renewed by the Association. The insurance policy, cover note and registration documents will be kept by the Finance Manager who is responsible for renewal, when necessary.

All users must produce a valid driving licence for examination by the Association prior to any use of Association vehicles. In the event of an accident the driver must observe the following procedure:

- Stop and give own and the Association's name and address, and the vehicle registration number to any personal reasonably requiring same. Obtain similar information from the driver(s) of the other vehicle(s) involved. If, for any reason, names and addresses are not exchanged at the time of the accident, the occurrence must be reported to the police within 24 hours. If, in any event, the accident involves injury to a person, the police must be informed within 24 hours.
- Submit a detailed report, within 48 hours, to the Director of Finance & Corporate Services or Finance Manager.
- The vehicle may be taken to a nearby garage but in no circumstances should instructions be given for repairs to be carried out.
- At no time or under any circumstances admit liability for the cause or consequence of any accident. A certificate of insurance is available from the Association, if required.

An Association car may not be used in any circumstances:

- For hire or reward.
- For the carrying of unauthorised goods
- For racing, pacemaking, rallying or any motor competition.

The Association will meet all costs in relation to the business use of vehicles with the exception of fines for parking, speeding or any other reason. Refuelling of vehicles will be the responsibility of allocated users.

Any damage, malfunction or breakdown (including tyre replacement) must be reported immediately to the appropriate Director. The Association reserves the right to seek

reimbursement of the cost of repair where damage is caused through carelessness, negligence or abuse.

Use of Association cars should be booked through the Outlook Car Diary System. An employee who has made such a booking will receive priority in the use of a car over someone who has not made a booking.

Staff allocated a car for personal use must comply with the 'Rules for Allocated Users'.

Further information can be obtained from the Association's Car Policy.

(q) Health and Safety

Any accident or injury on duty should be reported at once to the Departmental Director and the Corporate Services Manager, together with the names and addresses of any witnesses so that the Association can comply with the Health and Safety at Work Acts. Employees must comply with the Association's Health and Safety policy filed on CONNECT (the Association's intranet site).

(r) Staff / Customer Relationships – Guidance

Relationships between staff and customers are very different from other professional relationships. If staff and customers are not clear about their respective roles and boundaries within these, it can lead to misunderstanding and confusion.

If boundaries are not adhered to, it could leave staff open to allegations of unprofessional conduct and can place staff at risk. Such actions have the potential to bring the Association into disrepute and could lead to disciplinary action. Equally, if boundaries are not adhered to, the service that customers are offered could be compromised and, at worst, could ultimately lead to allegations of abuse. Please refer to the Staff / Customer Relationships Guidelines on CONNECT for more information.

(s) Dress Code

Port of Leith Housing Association trusts its people to use their judgement and common sense and dress in a way that makes them feel great, is respectful to clients and colleagues and safe and appropriate for the environment they are in.

The following is a list of clothing that is generally deemed as unacceptable:

- Clothing with slogans / pictures
- Blue denim
- Sportswear
- Football colours

- Revealing clothing

1.4 PERFORMANCE AND PAY MANAGEMENT

The Association operates a salary grading structure consisting of 13 grades with each grade having a three point incremental pay spine with a Start Point, Increment 1 and the Top Point.

Each grade within the Association's Grading Structure is sub-divided into incremental steps through which any employees will move to reach the top of the respective grade.

Progression through all incremental points, within each pay band, will be conditional upon individuals evidencing that they have demonstrated the required level of competence in their performance during the annual performance cycle period.

The Corporate Services Manager will provide a briefing on the Pay and Performance Management system as part of the induction process to all new members of staff.

The employee and their Line Manager will meet within four weeks of the employee commencing in post to set up a Performance and Learning Plan.

Factors affecting pay movement under the Pay and Performance Management system:

Disciplinary: Where a member of staff has been found to have committed an act of misconduct under the Association's Disciplinary Process, the Hearing Officer may choose, as part of the disciplinary action being taken, to remove eligibility to pay movement for the appraisal year during which the misconduct took place.

Capability: Where a member of staff is underperforming in their role the Line Manager must ensure that written evidence of all discussions is maintained and reference made at 1:1 meetings. Where a member of staff's performance is being managed under the PoLHA Capability Management Policy & Procedures, no pay movement will be made.

Sickness Absence: Members of staff absent for a total of more than four weeks in the appraisal year through an illness, or any other reason not related to maternity or disability, will have their performance evaluated for their work when present at work and should pay movement be merited, they will receive a pro-rated pay movement amount based on the percentage of full weeks attended, eg absence of a total of 26 weeks – 50% of the pay movement would be awarded.

A member of staff absent from work through a maternity or disability related illness should receive no detriment.

Maternity and Paternity Leave: Employees on maternity and paternity leave will not be detrimentally affected. An assessment of performance must be made as to how they would have performed had they been at work.

Authorised Leave: There will be no detrimental impact on pay movement where a member of staff is absent for any type of authorised leave, eg Special Leave, Time off for Public Duties, etc.

1.5 PENSIONS

Details of the Scheme's benefits and contributions will be provided to each employee with the offer of an appointment. The Association will make no contribution to any member of staff's Personal Pension Plan.

1.5.1 Leaving the Pension Scheme

The options available depend how long you have been a member of the Scheme and when you joined the Scheme.

If you joined before 1 October 2015 and you have:

Less than three months' service – you will receive a refund of the value of your own contributions less tax.

More than three months' and less than two years' service – you can receive a refund of the value of your own contributions less tax or transfer the value of the whole fund to another registered pension arrangement. The transfer option lapses three months after leaving the Scheme and a refund will be paid automatically.

Two or more years' service – your fund will remain in the Scheme and continue to be invested until you retire or decide to transfer the value of the whole fund to another registered pension provider.

If you joined from 1 October 2015 and you have:

Less than 30 days' service – you will receive a refund of the value of your own contributions less tax.

More than 30 days' service – your fund will remain in the Scheme and continue to be invested until you retire or decide to transfer the value of the whole fund to another registered pension provider.

You can leave the Scheme at any time by giving notice to your employer.

A refund is not available if you have more than two years' pensionable service in The Pensions Trust in total, including previous pensionable service in CARE or another scheme at The Pensions Trust, and / or transferred-in benefits from another scheme. A refund is also not available if a transfer value has been received for you from a Personal Pension or a Stakeholder Pension Plan. Please note if you have been in a salary sacrifice arrangement, there will be no refund payable as no member contributions have been paid. (The employer pays over the total value of the contributions due.)

Pension Contributions during Unpaid or Reduced Pay Leave

Leave on full pay	Association pays 100% of employer's share Employee pays 100% of employee's share
Leave on half pay (other than maternity leave)	The employee can choose between two options: 1. Association pays 100% employer's share of full pay contribution and employee pays 100% of employee's share of full pay contribution; 2. Association pays nil contribution and the employee pays nil contribution. (This option results in a reduction in service for the employee when final pension calculated.)
Unpaid leave (other than maternity leave)	Association pays nil contribution and employee pays nil contribution. (This results in a reduction in service for the employee when final pension calculated.)

At the end of any period where no contributions have been paid, the employee will be given the opportunity to pay the contributions that they would have been liable to pay during such absence. If they opt to do so, the Association will also pay its contributions.

Pension contributions during maternity leave are set out in the appropriate section below.

1.6 SALARIES AND ALLOWANCES

1.6.1 General Salary

(a) Payment of Salaries

Salaries will be paid monthly in arrears by bank credit of one-twelfth of the annual salary, commencing with that stated in the letter of appointment. Payment will be made on or before the 27th day of each month.

(b) Recovery of Salary Overpayments

The Association reserves the right to make a deduction from the employee's pay where the following circumstances arise:

- It is required or allowed by law, for example National Insurance, income tax or student loan repayments
- It is a result of any statutory disciplinary proceedings
- There is a statutory payment due to a public authority
- It is to recover an earlier overpayment of wages or expenses
- It is a result of a court order or Employment Tribunal decision.

(c) Recovery of Salary in Cases of Third Party Liability

Where a member of staff is absent from work as a result of an accident or injury sustained and this was caused by another person (eg a car accident), damages for loss of earnings may be recoverable from the person who caused the accident, ie the 'third party'. In such cases, the Association will seek to reclaim from the employee any pay which is recovered from the third party or claim directly from the third party as appropriate.

(d) Recovery of Fees Paid for Formal Qualifications

Where an employee leaves the Association for whatever reason prior to completing the course, or within two years of completing the course, they are liable to pay back costs as follows:

- Employee leaving prior to the completion of the course of study – 100% repaid
- Employee leaving within one year of completion of the course of study – 100% repaid
- Employee leaving between one and two years of completion – 50% repaid

On receipt of notice of termination of employment, deductions will be made from salary payments within the notice period. The outstanding course fees will be deducted from any final salary payment due. Should there be insufficient salary to meet the course fees, full payment must be made to the Association within four weeks of the employee leaving.

1.6.2 Allowances and Additional Payments

(a) Acting Up Allowance

Occasionally employees are required to 'act up' to a higher level post, or otherwise accept enhanced responsibilities for a time-limited period. If this is the case they should be paid an acting up allowance.

Consideration of an allowance will only be triggered where the acting up responsibilities exceed four weeks duration.

The allowance will not be consolidated into salary and therefore would not impact on pension contributions.

The allowance will be calculated as follows:

The employee should be placed on the start point of the grade of the post they are acting up in **OR** should receive a 5% increase to their existing salary, whichever results in the greatest increase.

(b) Call Out Allowance

Employees who are required to be available for call-out following emergencies outwith office hours may claim a 'call-out allowance' of £52.92 for the first hour of any time involved and payment for each ensuing hour at double the normal hourly rate.

(c) Additional Hours Payments

Where employees are required to work additional hours over and above their contracted hours between 7 am and 7 pm, Monday to Friday, Directors will have the authority to sanction additional hours payments at the employee's normal hourly rate.

1.6.3 Payment of Overtime

Only staff on salary Grade 8 and below will be eligible for overtime payment in accordance with the guidelines below.

Managers are required to authorise overtime working by employees in their sections, as necessary, **prior** to hours being worked.

Managers are responsible for:

- Ensuring that the need for and amount of overtime to be worked is justifiable
- Checking and authorising claims for payment

Employees working overtime will be paid at one and a half times their hourly rate for the hours worked.

The minimum overtime claim will be one hour and can be in increments of half an hour after the first hour.

The overtime authorisation form can be found on CONNECT. Please note this form gives approval for a **maximum** number of hours to be worked.

Overtime payment claims should be submitted on a Taxable Expenses Claim form to which a completed copy of the Overtime Authorisation Form should be attached.

In order for claims to be paid in any given salary month they will need to be authorised and submitted to the Finance Team by the 15th day of the month. Any claims submitted after this point will not be processed till the following month.

Overtime will be paid through the normal PAYE system and is subject to tax and national insurance.

Travelling and Overtime

Travel time from and to home, to attend an official meeting, event or visit in an evening or weekend, will count as part of the hours worked on that occasion.

1.6.4 Time Off in Lieu (TOIL)

Where activities requiring employees to work hours outside those which can be accommodated by use of flexi-time arrangements, the use of time off in lieu (TOIL) can be agreed between the managers and employees.

Time off in lieu is a system where the employee receives an accumulation of hours which they can use as paid time off at a later date on an hour for hour basis in relation to the additional time worked.

Staff on Grade 9 or above, or those subject to contractual arrangements precluding overtime payments, are subject to TOIL arrangements for any time worked over their normal contractual hours and are not eligible for overtime payments.

TOIL should be recorded using the TOIL Record Template and claimed at the flat rate of single time.

Accumulated TOIL can be taken in the same manner as other leave arrangements, ie with the authorisation of the employee's immediate Line Manager.

Management of the amount of time accumulated by any member of staff is the responsibility of their immediate Line Manager; however, should be held to reasonable levels in relation to business needs. Advice can be sought from the Corporate Services Team where abnormal issues arise.

TOIL should be monitored monthly by Line Managers in the same manner as is done for flexi-time and a full review done at the following points through the PoLHA financial year – June, September, December and March.

Reviews should be carried out early enough in these months to ensure any payments agreed can be made through payroll in that month.

TOIL and Travelling Time

Travel time from and to home, to attend an official meeting, event or visit in an evening or weekend, will count as part of the hours worked on that occasion.

Recording TOIL Credits and Debits and Link with Flexi-Time

TOIL should be recorded on the TOIL Record Sheet which should be saved in the same folder as flexi sheets on the shared drive and a 12 month record must be kept, reflecting the PoLHA financial year, ie April to March.

When accrued TOIL is used to take time off work, it should be debited on the TOIL Record Sheet and then added as a credit and marked TOIL on your flexi sheet on the day you take time off.

Payment for All or Part of Accumulated TOIL

In situations where, for legitimate business reasons, TOIL has been accumulated by a member of staff that it is not going to be possible to allow use of as leave, then payment can be made for additional hours worked on redemption of accumulated TOIL hours by authorisation of the Chief Executive.

At the designated review points specified above, Line Managers should ensure that:

- Any outstanding accrued time is reasonable and was appropriately authorised by themselves or appropriate senior manager
- That it is reasonable that accrued TOIL hours can be used as time off in the period up to the next review point and that there is a plan to do so
- Where a large amount of TOIL has been legitimately accrued, authorisation for a decision about paying for these hours be sought from the Chief Executive.

Authorised claims for payment of all or part of accrued TOIL should be submitted by the 15th day of the TOIL Review month to the Finance Team for payment in that salary month.

Claims submitted after that point will be processed in the following pay period.

Claims should be submitted to the Finance Team on the form provided which is available on CONNECT.

Payment for TOIL will be paid through the normal PAYE system and is subject to tax, national insurance, etc, in the same way as salary.

Abuse or Misuse of TOIL

Any abuse or misuse of the TOIL arrangements will be considered misconduct and be dealt with as a disciplinary matter.

1.6.5 Overnight Stays, Subsistence and Expense Allowances

(a) Overnight Stays

Where an employee is required to stay overnight away from his / her normal place of abode on approved official duty, the Association will meet the reasonable cost of accommodation and meals. Claims will only be entertained where they are supported by vouchers and receipts or invoices.

(b) Subsistence Allowance

Where an employee is required to be away from the normal place of business for a continuous period of four hours or more, and meals are not provided, the Association will refund the cost of meals up to £11.97 subject to the production of receipts.

An employee is who is required to be away from home for more than two hours between 11 pm and 6 am may claim an allowance of £23.84 per night. This payment is in addition to those made for expenses otherwise covered by this policy.

1.6.6 Travelling Allowances

Employees are required to travel to their normal place of duty at their own expense and in their own time. Employees can only claim travelling time from their home if they are travelling to a meeting or event if they have been given prior permission by their Line Manager or Departmental Director.

(a) Use of Public Transport

Second class fares for railway or other journeys by public transport will be refunded to employees travelling on Association business.

Actual cost of other forms of transport will be reimbursed at cost on production of suitable receipts.

Taxis may be used, and reimbursement claimed, only when it is cost effective to do so or in cases of urgency approved by an appropriate manager.

(b) Use of Personal Vehicles

Employees may use their own vehicles on Association business where given management permission to do so. This will, in the first event, only be permitted where the vehicle is comprehensively insured for business (including carriage of goods) as well as for private use.

Staff are required to show evidence of appropriate insurance documents to the Corporate Services Team and inform them of any changes to insurance arrangements. Failure to do so and making journeys for business reasons will be considered a serious disciplinary matter. Any accidents or issues resulting from journeys made without appropriate authority will be considered the liability of the individual staff member.

Employees must receive authorisation from their Line Manager to make individual business journeys using personal vehicles. This will be given when Association cars are unavailable and appointments are committed to, or there is another business reason for use of own car, eg long journey and cheaper / more effective than public transport, or short deviation from normal journey to and from work first or last thing and more economic to use own car.

In these circumstances, the Association will pay 45p per mile to cover contribution per mile towards wear and tear and insurance.

The Association will not accept responsibility for damage to a car owned by an employee or for injury to the occupants whilst the vehicle is being used on the Association's business.

Employees making business journeys in personal vehicles must adhere to all appropriate Association policies and procedures normally applicable to the use of company vehicles.

1.6.7 Sick Pay

There are two schemes under which an employee may qualify for payment, when unable to attend work because of sickness, injury or other disability:

- Statutory Sick Pay
- The Association's sick pay

Where an employee is entitled to Association sick pay, Statutory Sick Pay will not be paid in addition to this.

(a) Statutory Sick Pay

The Association will make payment of Statutory Sick Pay in accordance with the requirements published by the Department of Work and Pensions annually. For the purposes of calculating SSP, 'qualifying day's shall be Monday, Tuesday, Wednesday, Thursday and Friday (five in all each week).

The payment of sick pay is calculated on a rolling year basis.

(b) Association Sick Pay

In calculating an employee's entitlement to Association sick pay, any Association sick pay made in the 12 months immediately preceding the first day of absence will be taken into account.

An employee's entitlement to claim Association sick pay will be calculated by reference to his / her length of service on the first day of sickness.

In order to qualify for Association sick pay, employees are required to observe the Association's absence reporting and certification procedures. Association sick pay will also be withheld where the Association has reasonable grounds for believing that the employee's absence is not genuine.

Whilst both the Association's sick leave scheme and the Statutory Sick Pay Scheme are based on self certification by the employee, the Association reserves the right at any stage to seek a medical report or to refer the employee to a counselling service.

Length of Service	Entitlement
Under 26 weeks' service	Up to 1 week full pay
Over 26 weeks but less than 1 year's service	Up to 4 weeks full pay and 4 weeks half pay
Between 1 and 2 years' service	Up to 12 weeks full pay and 12 weeks half pay
Between 2 and 3 years' service	Up to 16 weeks full pay and 16 weeks half pay
Over 3 years' service	Up to 26 weeks full pay and 26 weeks half pay

The level of sick pay detailed above will be abated by the amount of Statutory Sick Pay receivable so that the total payment is equal to normal pay.

Entitlement to sick pay is conditional on there being a reasonable prospect of resumption of duty.

(c) Other Conditions Relating to Sickness Absence

Where an employee has booked annual leave or is on study leave and is ill, this will still count as annual leave unless a doctor's sick line is submitted covering the period of absence.

Where an employee is on long term absence of more than 26 weeks, holiday entitlement will not fall below the minimum rights stated under the Working Time Regulations (currently 28 days for a full time employee), which includes public and annual holidays. If an employee is unable to use holiday entitlement accrued in the leave year due to sickness, he / she will be able to carry the entitlement forward into the new leave period but can designate a period of up to a maximum of 20 days during the year as paid leave.

The Association understands that the management of performance issues can be difficult for all involved. However, it is in the interests of all parties concerned to conclude any process as quickly and efficiently as possible. In the event that an employee who is the subject of, or involved in, a disciplinary, performance or grievance hearing calls in sick, they will have the opportunity of attending the meeting at an alternative suitable venue. Should the employee request that the meeting be postponed, the Association will make a referral to the Occupational Health Consultant as outlined above to establish if the employee is fit to attend the meeting.

(d) Termination of Employment during Receipt of Sick Pay

An employee who is off sick for a prolonged period of time can be fairly dismissed if they are unlikely to be well enough to return to work within a reasonable time.

1.7 LEAVE ENTITLEMENT

For all types of leave a standard full time working day will be considered to be seven hours regardless of which day is being taken as leave. Business Opening Hours on any given day and the standard leave day are not interchangeable.

For part-time staff, holiday entitlement will be calculated and taken as annualised hours and debits will be taken as approved by Line Managers to cover holiday hours.

1.7.1 Annual Leave

The leave year runs from 1 January to 31 December.

Annual leave entitlement is defined by both length of service and grade as shown in the table below.

GRADE	Number of completed years service at 31 December					
	0	1	2	3	4	5
1 – 15	22	23	24	25	25	25

Port of Leith Housing Association recognises the commitment demonstrated by employees on Grades 1 – 15 who have completed 15 years of service with the Association by increasing their annual leave entitlement to 28 days and 30 days after 20 years.

Annual leave will not normally be authorised unless two week's notice is given beforehand to the Line Manager.

Where business need has made it problematic for any employee to use their entire annual leave entitlement in the leave year, application can be made to the Departmental Director for permission to carry over leave of up to five days to the next year. Requests for Directors to carry leave forward should be made to the Chief Executive.

Leave in excess of five days not taken within the year of entitlement will normally be forfeited.

In exceptional circumstances up to 10 days can be carried forward, provided they are taken within three months of the end of the holiday year. Authorisation for carry forward leave between 5 – 10 days can only be given by the Chief Executive. Such permission will only be granted if the Chief Executive and Departmental Director are satisfied that it is warranted by all the circumstances disclosed.

A record will be kept of all leave taken and of any authorisation to carry over leave.

Employees who resign from the Association's service may take either the proportionate amount of leave due to them or salary in lieu, computed pro rata from monthly salary for each day of the leave entitlement not taken at the date of resignation. Annual leave entitlement, in days, will be considered to have accrued for each whole calendar month worked, on the basis of 1/12 of the staff member's annual entitlement. Where, at the

date of termination of employment, an employee has taken more annual leave than is due, the Association will adjust the final salary payment accordingly.

1.7.2 Public and Statutory Holidays

Payment will be made for 13 days leave to cover public holidays and other events dates which will be set by management each year covering the parameters set out below.

Such holidays occurring during absence on annual leave of an employee will not reckon against annual leave allowance for that person.

Please refer to the Key Dates section on CONNECT for details of public holidays.*

A weekday substitute will be specified if these events fall on a weekend or other holiday.

Any days unallocated by management from this entitlement will be added to employees' annual leave entitlement.

*2018 public holidays:

1-2 January 2018
30 March – 2 April 2018 – Easter
7 May 2018
28 May 2018
17 September 2018
25-28 and 31 December 2018

Staff who opt to work on these dates may only claim hours at the flat rate, as this is not overtime.

1.7.3 Calculating Holiday Entitlement for Part-Time Staff

The full Public and Statutory Holiday entitlement applies only to staff employed on a full time 35 hour week job contract. Part-time staff will receive a pro rata entitlement in proportion to the hours of the contract they hold versus a full time contract.

1.7.4 Maternity Leave and Provisions

(a) Overview

All female employees, regardless of hours of work or length of service, have the right to 52 weeks continuous maternity leave: 26 weeks continuous Ordinary Maternity Leave (OML) and 26 weeks continuous Additional Maternity Leave (AML), subject to certain conditions explained below.

All female employees who have completed one year's service by the beginning of the 11th week before the Expected Week of Childbirth (EWC) will be given the additional benefits associated with the Association Maternity Leave (subject to certain conditions explained below).

All pregnant employees, irrespective of hours of work or length of service, are entitled to paid time off during working hours in order to receive antenatal care. An appointment card should be produced for all antenatal visits (following the first one).

The benefits of leave and pay as outlined in this section will not accrue where a pregnancy ends by other than a live birth before the 24th week of pregnancy. If stillbirth occurs after the 16th week before the EWC, then the benefits of pay and leave will be as per a live birth.

(b) Notifying the Employer of Pregnancy

The Corporate Services Manager should be notified as soon as possible of the pregnancy to enable a Health and Safety risk assessment to be carried out. The Association will reduce or remove any risk identified, and, if necessary, transfer the employee to another job which is safe. If no such work exists, the employee will be suspended on full terms and conditions.

An employee should advise the Association's Corporate Services Manager as soon as possible of their intention to take maternity leave.

This will allow full discussion of the individual's rights and the relevant notification requirements. In any case, in order to exercise her right to maternity leave, the employee must give notice to the Corporate Services Manager, in writing, not later than by the end of the 15th week before the Expected Week of Confinement (EWC) (or as soon as is reasonably practicable) stipulating:

- a. The fact that she is pregnant
- b. Her EWC (or actual date of birth if already occurred)
- c. The date she wishes her leave to commence

A copy of the Maternity Certificate (MAT B1) which confirms the date of the EWC should be enclosed. **[Note:** the MAT B1 is issued by the doctor or midwife when a woman is at least 27 weeks pregnant. If it is not available at this stage, it should be forwarded as soon as possible.

The employee has a right to change her mind with regard to the start of her maternity leave (as long as this is no sooner than 11 weeks before the EWC and no later than the expected date of confinement – EWC). In that case, she should notify the Corporate Services Manager, in writing, at least 28 days before the new date.

(c) Notification of Maternity Leave Entitlement

The Corporate Services Manager will notify the pregnant employee in writing about the date her maternity leave is intended to end. This will be the first day after the 52 weeks from the start of her maternity leave. This must be done within 28 days from receiving a letter from the employee about her intended date of start to the maternity leave or, if she changes that date, 28 days before the new date (or as soon as reasonably practicable).

(d) Commencement of Maternity Leave

Maternity Leave can commence at any time the employee wishes from the 11th week before the Expected Week of Childbirth (EWC).

It will automatically commence (if it has not already done so) in the event of childbirth (though the employee will be expected to notify the Association as soon as is reasonably practical, that she has given birth).

If the 4th week before the EWC has passed, and the employee goes absent for any reason wholly or partly because of pregnancy or childbirth, then this can automatically trigger the start of OML. In these cases the employee will be expected to notify the Association as soon as is reasonably practical, that she is absent for this reason. The leave can therefore commence in one of these three ways.

Ordinary Maternity Leave continues for a period of 26 weeks from the date of commencement. The employee is also prohibited from working during a period of two weeks starting with the date of childbirth. This may extend the 26 week period where the date of birth is later than anticipated.

The Statutory Right to Additional Maternity Leave will commence immediately after the Ordinary Maternity Leave and can continue for a further 26 weeks.

(e) Return to Work

An employee on maternity leave should automatically present herself for work at the end of her 52 weeks leave. This date would have been notified to her in writing by the Corporate Services Manager as per the procedure specified above. If she wishes to return sooner, she must give at least eight weeks written notice of her early return date.

Failure to submit this notice can allow the return date to be delayed and the employee will not be paid during that period that she does not work. The return cannot be postponed to fall beyond the expiry of the 52 week leave period. Employees who do not automatically return at the end of the 52 week leave period will be deemed to have commenced sick leave. An employee on Maternity Leave may return to work at any time before the expiry of 52 weeks from the start of her maternity leave, apart from the first two weeks after the actual childbirth, subject to giving eight weeks notice of the day on which she proposes to return.

An employee is entitled to change her mind about her return to work date, subject to giving at least eight weeks notice before the proposed date if the new date is earlier, and at least eight weeks notice before the originally agreed date, if the new date is later. A failure to adhere to those notice periods may delay the return date to ensure proper notification.

With OML, the employee will return to the same job.

With AML, on her return an employee will be reinstated in the same kind of job she had before her maternity absence, at the same place and in the same capacity. If this is no longer available she will be offered a suitable alternative job. Her terms and conditions will be no less favourable than would have applied had she not been absent, including the quality of working environment, and the job must also be suitable and appropriate for her to do in the circumstances.

(f) Contact during Maternity Leave

During the maternity leave period the Association will make reasonable contact with an employee and an employee may do the same. Before the maternity leave commences, the Association and the employee will agree the frequency and form of contact and also what subjects should be discussed. In all cases, the employee will be kept in touch about any promotion opportunities and important changes to the workplace that may affect her on her return.

(g) Keeping in Touch Days (KIT)

Employees may work up to 10 days under their contract of employment during their maternity leave, without losing their right to the maternity leave and / or pay. The 10 days limit stands no matter how long the maternity leave is.

The 10 days can be worked at any time during the maternity leave apart from the compulsory maternity leave period (the first two weeks after the actual childbirth). Both the employee and the Association have a right to refuse the KIT and there must be no detriment to either if they exercise that right. The Association and the employee should agree prior to the maternity leave commencing the type of work that may be covered during the KIT. The employee will be paid for their full day's work for the KIT, so the

Association will make up the payment up to a full day's work (taking into consideration the statutory and Association maternity pay if any).

(h) Maternity Pay

Statutory Maternity Pay (SMP)

Statutory Maternity pay (SMP) is paid for a maximum of 39 weeks. The first six weeks equates to 9/10ths of average earnings over a specified period, and the remainder is paid at the 'lower rate' or 90% of the average earnings, whichever is the lower. This 'lower rate' is set annually by the DWP.

SMP is paid via payroll in the normal way – even when the employee may have resigned her employment and may not be returning after the baby's birth. The employee will not, however, be entitled to the SMP if they resign before the 15th weeks before the expected week of childbirth.

The maternity pay period cannot start earlier than 11 weeks prior to the Expected Week of Childbirth (EWC). It can only start when the employee is on maternity leave. Entitlement will cease when the employee returns to work even if this is before the end of the maximum 39 weeks period.

SMP will start to be paid on the first day of the employee's maternity leave (and not the Sunday after the start date).

(i) Eligibility for SMP

To qualify for the payment of SMP, the employee must:

- Have been continuously employed for at least 26 weeks continuing into the Qualifying Week (QW) – ie the 15th week before the EWC
- Have average weekly earnings which are above the minimum for the payment of National Insurance contributions
- Still be pregnant at the 16th week before the EWC or have given birth by then
- Have fulfilled the notification requirements for maternity leave as outlined above.

If the employee does not meet the eligibility criteria, she will be advised in writing (form SMP1) and referred to the local WP office to make a claim for any Maternity Allowance to which she may be entitled.

(j) Association Maternity Pay

Where the employee satisfies the service requirement for Association Maternity Leave (one year at the 11th week before the EWC), they will also be eligible to receive Association Maternity Pay. This equates to:

6 weeks at 90% of pay (inclusive of any SMP)
12 weeks at 50% of pay (exclusive of SMP) 21 weeks at the SMP rate

A week's pay refers to that stated in the current contract of employment.

Employees can opt to receive Association Maternity Pay, either in conjunction with their SMP on normal pay dates, or as a lump sum on return to work. The sum will not be reclaimed if the employee does not return to work.

(k) General Provisions

Contractual Benefits: The Association will maintain all an employee's contractual benefits (except for basic remuneration) throughout the maternity leave period. Non-contractual benefits may be withdrawn but only where consistent with procedures applying to all periods of prolonged absence.

Childcare Voucher Scheme: A participating employee who takes another period of maternity leave is entitled to continue participating in the scheme throughout the maternity leave period resulting in a potential cost to the Association. This employer's cost will be offset against the enhanced entitlement of the employee's maternity pay, resulting in no cost to the Association.

Holidays: Under the Working Time Regulations 1998, all workers are entitled to a minimum of 5.6 weeks' (28 days') paid annual holidays and this includes those on maternity leave. Employees on maternity leave will be entitled to a minimum of 28 days statutory paid holiday entitlement.

Annual leave is accrued throughout the maternity leave period for all employees. The employee should agree with the Association the dates of her annual leave, prior to commencing her maternity leave. If the annual leave is not taken during the current annual leave year, a maximum of five days can be carried forward to the new leave year.

Where an employee intends to take annual leave due to her, prior to her return from maternity leave, she must confirm in writing: the date she wishes her Maternity Leave to end; the subsequent period to be taken as annual leave; and the physical date of return to work. This must be done eight weeks before the expiry of the Maternity Leave period.

Pension Membership / Contributions: The following rights apply to an employee on maternity leave:

- i. The period of paid maternity leave (ie when in receipt of either Association Maternity Pay or SMP) must count towards pensionable service. The benefits accrued during this time are based on the remuneration paid when the employee was working normally, prior to taking maternity leave.
- ii. Employee contributions during this time are based on the amount of maternity pay actually received by the employee. Employer's contributions will continue on the basis as agreed by the administrators of the pension scheme.
- iii. Employees will be advised in writing by the Association (after consulting the administrators of The Pensions Trust) of the options available to them during any unpaid period of maternity leave.

Note: These rights apply whether or not the employee intends to return to work.

Incremental Pay: Employees on maternity leave will not be detrimentally affected as they will be assessed on performance as to how they would have performed had they been at work.

Information and Training: An employee on Maternity Leave will still, where appropriate, receive items of information circulated to the general staff. They will also be invited to attend staff training days, as part of the keeping in touch (KIT) days.

Union Fees: Union subscriptions will be deducted, as appropriate, throughout the period of maternity leave at the reduced rate. The Association will forward to the Union written confirmation of the employee's EWC and the date leave actually begins.

Dismissal and Resignation during the Maternity Leave: If the employee's contract is terminated during the maternity period, she is entitled to whatever period of notice her contract provides for in the circumstances. If the employee resigns, she must also give the Association notice as provided for in her contract. The termination date may be the end of her 52 week maternity leave or any date before. If the employee resigns or is dismissed before the date she has notified the Association about the intended start date of her maternity leave, she loses her right to maternity leave but will still be eligible for SMP as long as she is employed after the 15th week before the expected week of childbirth.

Terms and Conditions of Employment whilst on Maternity Leave: All terms and conditions stipulated in the employee's contract continue to apply during the OML.

The following terms and conditions apply during the additional maternity leave, including the disciplinary and grievance procedures, notice and redundancy pay. The

implied obligations of mutual trust and confidence also apply to both parties during the entire period of the maternity leave.

Health and Safety: Employers are required to protect the health and safety at work of all employees, including new and expectant mothers and mothers who are breastfeeding.

Once notified of the employee's pregnancy, recent childbirth or breastfeeding, the Association will carry out a specific risk assessment to identify any risks to the health and safety of an expectant mother and / or her child. If any risks are identified, attempts must be made to avoid them and if this is not possible, a series of steps will be made to make sure the employee is not exposed to those risks.

There is no requirement to allow time off for breastfeeding; however, on the employee's request, the Association will provide pregnant and breastfeeding employees with a place to rest and suitable rest periods.

1.7.5 Paternity Leave and Pay

(a) Entitlement

To qualify for Statutory Paternity Leave and Pay, employees:

- a. Must have or expect to have the responsibility for the child's upbringing.
- b. Be the biological father of the child or the mother's husband or partner.
- c. Have worked continuously for the Association for 26 weeks leading into the 15th week before the baby is due.
- d. Be taking time off either to support the mother or to care for the new baby.

Provided they meet the eligibility criteria, parents who have a child through surrogacy will be permitted to take paternity leave and pay.

Employees are entitled to take either one week or two consecutive weeks Paternity Leave. The leave can begin on any day of the week but cannot be taken as odd days or two separate weeks.

An employee will still be eligible to take the full entitlement of Paternity Leave if the child is stillborn after the 24th weeks of pregnancy, or dies during the paternity leave period.

The misuse of paternity leave – such as the use of leave for reasons other than to care for the child or support the mother, or failure to follow the correct procedure – may result in disciplinary action being taken.

(b) Time off for Attendance at Antenatal Appointments

A husband, civil partner or partner of a pregnant woman has the right to unpaid time off to attend up to two ante-natal appointments. Time off can be taken as flexi or annual leave but must be agreed with the Line Manager in advance.

(c) Paternity Pay

Statutory Paternity Pay

To qualify for paternity pay you must meet the qualifying criteria and have average weekly earnings equal to or greater than the lower earning limit for National Insurance.

If an employee does not qualify for SPP they should contact the Inland Revenue as additional support may be available while on leave.

Association Paternity Pay

Association Paternity Pay is payable for two weeks at full pay (inclusive of SPP).

(d) Return to Work after Paternity Leave

Employees returning to work after two weeks' Paternity Leave have the right to return to the job they held immediately before the leave began.

(e) Notification of the Employer

Employees are required to complete a self-certification form and forward it to the Corporate Services Manager at least 28 days before paternity leave commences. Paternity Leave can start on the date of the baby's birth, a date falling a number of days or weeks after the date on which the child is born or on a chosen date as notified to the Corporate Services Manager after the first day of the expected week of childbirth. Paternity Leave can start on any day of the week on or following the child's birth but must be completed within 56 days of the actual birth of the child. You must inform the Corporate Services Manager in writing of:

- The expected week of the baby's birth or actual date of birth, if premature.
- Whether you intend to take one or two weeks' leave.
- When you would like to start the leave. If you want to change the date on which you want the leave to start, you must give at least 28 days' notice in writing (or as soon as reasonably practicable).
- When you would like the paternity pay to start.

This notification must be given by the end of the 15th week before the expected week of childbirth or within seven days of notification from an adoption agency that there has been a match with a child for adoption.

(f) Rights during Paternity Leave

Employees on paternity leave are entitled to benefit from all the conditions of employment, except remuneration, that would have applied had paternity leave not been taken. An employee falling sick during a period of paternity leave must produce a medical certificate from a doctor, at their expense. If the reason for the absence is acceptable to the Association, the employee will be classed as being on sick leave and the paternity leave deferred until another time that is mutually convenient to both the employee and the Association.

1.7.6 Adoption Leave

(a) Overview

Subject to the qualifying criteria, adoption leave is made up of 26 weeks ordinary adoption leave followed by 26 weeks additional adoption leave.

An employee is entitled to adoption leave if they fulfil the following criteria:

- They are the child's adopter. An adopter means a person who has been newly matched with the child for adoption or, in the case where two people have been matched jointly, whichever of them has elected to be the child's adopter for the purposes of the Regulations. 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 children;
- They have notified the agency that they agree that the child should be placed with them on the date of placement; and
- They have complied with the relevant notice requirements. Notice of the employee's intention to take adoption leave should be given, in writing, to the Association no more than seven days after the date on which the employee is notified of having been matched with the child for the purposes of adoption; or as soon as is reasonable practicable.
- Provided they meet the eligibility criteria, parents who have a child through surrogacy will be permitted to take adoption leave and pay.

The notice should specify:

- The date on which the child is expected to be placed with the employee for adoption; and

- The employee's chosen adoption leave start date. this can be the date on which the child is placed with her / him for adoption; or a predetermined date no earlier than 14 days before the expected date of placement.

If the employee chooses to begin their period of leave on the date on which the child is placed with them and they are at work on that date, the period of leave will begin on the following day.

Surrogate parents eligible for adoption leave

Provided they meet the eligibility criteria, parents who have a child through surrogacy will be permitted to take adoption leave and pay.

(b) Evidential Requirements for Adoption Leave

The employee must provide the Association with evidence, in the form of one or more documents issued by the adoption agency that matched the employee with the child, of:

- The name and address of the agency;
- The name and date of birth of the child;
- The date on which the employee was notified that s/he had been matched with the child; and
- The date on which the agency expects to place the child with the employee.

(c) Variation of Start Date

An employee who has given notice of their intention to take adoption leave may vary the chosen start date provided that they give the Association 28 days' notice of the variation or, if this is not reasonably practicable, as soon as is reasonably practicable.

(d) Employer's Notification Obligations

If an employee gives the Association notice of their chosen start date (or a variation notice), the Association will notify the employee, within 28 days of his receipt of the notice, of the date on which the employee will be expected to return to work.

(e) Returning to Work

An employee who returns to work at the end of their full adoption leave period need not notify the Association in advance of their return. If, however, the employee wishes to return to work early, they must give eight weeks notice.

(f) Terms and Conditions during Adoption Leave

During adoption leave, employees remain employed under their terms and conditions of employment and are entitled to the benefits of their normal terms and conditions other than remuneration. In particular, employees will continue to accrue annual leave during adoption leave. The employee should liaise with the Corporate Services Manager with regard to planning the dates of their annual leave.

Employees will also retain any right to use Association cars or mobile phones that have been allocated to them.

(g) Statutory Adoption Pay (SAP)

Subject to the qualifying criteria below, employees will be eligible to receive 6 weeks at 90% of pay (inclusive of any Statutory Adoption Pay) and 12 weeks at 50% of pay (exclusive of Statutory Adoption Pay) and 21 weeks at the Statutory Adoption Pay rate.

A week's pay refers to that stated in the current contract of employment.

In order to qualify for AAP / SAP, employees must

- Have been continuously employed for a period of not less than 26 weeks ending with the week in which they were notified of having been matched with the child;
- Have normal weekly earnings of not less than the lower earnings limit for National Insurance Contributions; and
- Have commenced statutory adoption leave.

(h) Keeping in Touch

The Association and the employee are entitled to have a reasonable amount of contact with each other during adoption leave to discuss aspects such as plans to return to work, important developments at work, promotional opportunities or job vacancies.

The Association and the employee are also entitled to agree that the employee will attend work for up to 10 days during maternity leave without this affecting the employee's adoption pay. This may allow the employee to attend training or other events that take place during the adoption leave period or allow the employee to keep their skills up to date. The Association is not obliged to pay the employee for these days. However, where payment for these days is agreed, any such payment will be agreed between the Association and the employee beforehand.

(i) Overseas Adoption

Paid leave is available whether a child is adopted from within the UK or from overseas, but some details may differ for parents adopting from outside the UK. Please contact the Corporate Services department for further information.

(j) Time off to Attend Appointments

If an employee is adopting a child alone, they are entitled to paid time off to attend up to five adoption appointments. If an employee is adopting a child with their partner, they may elect for one of the two to take paid time off for up to five appointments while the other person may take unpaid time off to attend up to two appointments. The employee may be required to provide a signed declaration stating which of the two adopters has elected to take paid / unpaid time off.

The maximum time off for each appointment is six and a half hours, including travelling and waiting time. If possible, appointments should be made close to the beginning or end of the working day to minimise disruption, and the employee's line manager should be given as much notice as possible of forthcoming appointments. If an employee intends to make a request, they should provide an appointment card or other relevant documentation confirming the date and time of the appointment. Requests for time off may be refused if it is reasonable to do so.

1.7.7 Shared Parental Leave

(a) Overview

SPL is leave available to working parents in the year following a child's birth. It applies to parents of children due to be born on or after 5 April 2015.

The total amount of SPL available is 52 weeks less the weeks spent by the child's mother on maternity leave (or weeks when the mother has been in receipt of statutory maternity pay or maternity allowance if she is not entitled to maternity leave).

The mother of the child cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth.

The SPL scheme is entirely optional. The default position is that the child's mother will take 52 weeks' maternity leave. Accordingly, if an employee wishes to utilise the scheme, she must opt in to it and fulfil all of the notification requirements set out in this policy.

(b) Entitlement to SPL

For the purposes of this policy,

- **Expected Week of Childbirth** or EWC is the week, beginning on a Sunday, in which the doctor or midwife expects the child to be born; and
- **Partner** means spouse, civil partner or someone living with another person in an enduring family relationship, but not a sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.
- **Qualifying Week** is the 15th week before the EWC.

An employee is entitled to SPL in relation to the birth of a child if:

- a. The employee is the child's mother, and shares main responsibility for the care of the child with the child's father (or your partner, if your partner is not the child's father);
- b. The employee is the child's father and shares main responsibility for the care of the child with the child's mother; or
- c. The employee is the mother's partner and shares main responsibility for the care of the child with the mother (where the child's father does not share main responsibility with the mother).

The following conditions must also be fulfilled:

- a. The employee must have at least 26 weeks' continuous employment with the Association by the end of the Qualifying Week and still be employed by the Association in the week before the leave is to be taken;
- b. The other parent must have worked (in an employed or self employed capacity) in at least 26 out of the 66 weeks before the Expected Week of Childbirth (EWC) and had minimum average earnings in 13 of those weeks; and
- c. The employee and the other parent must give the necessary statutory notices and declarations summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.

SPL entitlement is in addition to paternity leave entitlement. However, once an employee starts SPL, the employee loses any untaken paternity leave entitlement.

(c) Opting in to SPL Scheme

In order to opt in to the SPL scheme, the employee must provide the Association with an opt in notice which contains the information specified below. If the employee opts in to the scheme then the balance of the mother's maternity leave is converted into SPL.

The opt in notice must contain the following information:

- The employee's name and the name of the other parent;
- If the employee is the child's mother, the start and end dates of her maternity leave;
- If the employee is the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
- The total SPL available (which, as above, is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken);
- How much of that will be allocated to the employee and how much will be allocated to the other parent;
- If the employee is claiming statutory shared parental pay (SHPP), the total SHPP available (which is 39 weeks minus the number of week of the SMP or MA period taken or to be taken);
- How much of that will be allocated to the employee and how much will be allocated to the other parent;
- An indication of the pattern of leave the employee is thinking of taking including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please provide as much information as possible regarding your arrangements; and
- Declarations by the employee and the other parent that they meet the statutory conditions for entitlement to SPL and SHPP.

(d) Curtailing Maternity Leave

In order for a period of SPL to be taken, the child's mother must either have returned from maternity leave or served a notice to curtail (ie bring to an end) her maternity leave at a specified point in the future.

If the employee is the child's mother and she wishes to curtail her maternity leave, she must serve a curtailment notice at least eight weeks in advance of the date on which she wishes to curtail her maternity leave. The curtailment notice can be served before or after birth but she cannot end her maternity leave until at least two weeks after birth.

At the same time as the mother serves the curtailment notice, she must also serve the opt in notice referred to above, or a written declaration that the child's father or her partner has given his or her employer an opt in notice, and that she has given the necessary declarations in that notice.

The curtailment notice is usually binding. It can only be revoked if maternity leave has not yet ended and one of the following situations applies:

- a. If the employee realises that neither s/he nor the other parent are, in fact, eligible for SPL or SHPP, the curtailment notice can be revoked in writing up to eight weeks after it was given;
- b. If the employee served the curtailment notice before giving birth, it can be revoked in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or
- c. If the other parent has died.

Once an employee revokes a curtailment notice, another curtailment notice cannot be served unless the revocation was given in the circumstances specified at (b) above.

If the employee is the child's father or the mother's partner, s/he will only be able to take SPL once the mother has either:

- a. Returned to work;
- b. Given her employer a curtailment notice to end her maternity leave;
- c. Given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not to maternity leave); or
- d. Given a curtailment notice to the benefits office to end her MA (if she is not entitled to maternity leave or SMP).

We may ask an employee to provide a copy of the birth certificate and / or the name and address of the other parent's employer.

(e) Notifying the Association of an Employee's SPL Dates

In addition to serving the opt in notice on us, an employee will need to serve a period of leave notice specifying the start and end dates of your SPL, at least eight weeks in advance of the start date. The employee may find it simplest to serve the opt in notice and the period of leave notice at the same time. The period of leave notice should also state the dates on which the employee intends to claim statutory shared parental pay, if applicable. Up to three period of leave notices can be served.

If the period of leave notice gives dates for a single continuous period of leave, the employee will be entitled to take the leave requested.

If the employee requests discontinuous blocks of leave (ie blocks of at least a week with periods of work between them) then we will consider the request but we are not obliged to agree to it.

(f) Changing or Cancelling SPL

An employee can cancel a period of SPL by notifying us in writing at least eight weeks before the start date specified in the period of leave notice.

An employee can change the dates for a period of leave by giving us at least eight weeks' notice before both the original start date and the new start date.

(g) Shared Parental Pay

Statutory Shared Parental Pay

Statutory shared parental pay (SSPP) of up to 39 weeks (less any weeks of statutory maternity pay or adoption pay claimed by you or the other parent) may be available provided an employee has at least 26 weeks' continuous service with us at the end of the Qualifying Week and average earnings are not less than the lower earnings limit set by the Government each year. SSPP is paid at a flat weekly rate set by the Government each year.

Association Shared Parental Pay

Where the employee satisfies the service requirement (one year at the 11th week before the EWC), they will be eligible to receive Association Shared Parental Pay (ASPP). This equates to:

- 6 weeks at 90% of pay (inclusive of any SSPP)
- 12 weeks at 50% of pay (exclusive of SSPP)
- 21 weeks at the SSPP rate

This is offset against any maternity pay or adoption pay claimed by your partner

A week's pay refers to that stated in the current contract of employment.

(h) Keeping in Touch

The law provides that each parent can work (including attending training) for up to 20 days during SPL without bringing your SPL or SSPP to an end (known as keeping in touch or 'KIT' days). This is in addition to the 10 KIT days that can be taken during maternity leave. Employees are under no obligation to take KIT days. The arrangements for keeping in touch days (including payment or time off in lieu) are a matter for discussion between an employee and the Association.

(i) Terms and Conditions during Maternity Leave

All terms and conditions of employment remain in force during SPL, except for terms relating to pay.

(j) Annual Leave

Annual leave entitlement will continue to accrue during periods of SPL. Please discuss holiday plans with a manager in good time before starting SPL.

(k) Returning to Work

If an employee wants to end a period of SPL early, s/he must give at least eight weeks' notice of the new return date. It is helpful if that notice is in writing.

If an employee wishes to extend SPL, s/he must submit a new period of leave notice at least eight weeks before s/he is due to return to work, assuming s/he still has SPL entitlement remaining and has not already submitted three period of leave notices.

1.7.8 Leave for Family Care

The Association recognises that family care responsibilities impact on the working lives of employees.

The Association is committed to developing and applying employment policies and procedures which assist employees to assume their family care responsibilities without adversely affecting their continuing of employment. Employees may utilise annual leave in place of unpaid leave granted. It is an overriding principle that in considering applications for leave, the needs of the Association are given due priority. Accordingly, wherever possible, employees should be prepared to change arrangements to assist in meeting the needs of the Association. Employees dissatisfied have the right to raise a complaint through the Grievance Procedure.

1.7.9 Parental Leave

(a) Overview

The Maternity and Parental Leave Regulations 1999, the Maternity and Parental Leave (Amendment) Regulations 2001 and the Paternity and Adoption Leave Regulations 2002 entitle employees who have, or expect to have, responsibility for a child up to the age of 18 years to take a period of unpaid leave from work for the purposes of caring for the child.

The purpose of parental leave is to care for your child. This means looking after their welfare and could include making arrangements for the good of your child, eg:

- Staying with a child who is in hospital
- Looking at new schools
- Settling your child into new childcare arrangements

(b) Entitlement

An employee who has been continuously employed for not less than one year and has parental responsibility for a child is entitled to 18 weeks unpaid parental leave in respect of each child. This is independent of the right of female employees to maternity leave.

Parental leave is available if you are the parent of a child up to the age of 18 or have acquired formal parenting responsibilities for a child up to the age of 18, or have adopted a child up to the age of 18 years.

(c) Arrangements for taking Parental Leave

Parental leave may not be taken in periods of less than one week, except for disabled children.

No more than four weeks leave a year per employee can be taken for each child.

Part-time employees will be entitled to pro rata entitlement.

Evidence must be produced of the employee's responsibility for the child, the date of birth or adoption and for disabled children, entitlement to disability living allowance.

The employee must give 21 days' notice of the start and duration of the leave.

The Association, if it believes the business may be unduly disrupted, may postpone parental leave for up to six months except where it is taken to coincide with the birth or adoption of a child.

Written notice of the postponement, giving the reason, and specifying when the leave may be taken, will be given within one week of the employee's notice.

(d) Status of the Employment Contract

During the period of parental leave, the employee's contract of employment will continue. Employees will be advised in writing by the Corporate Services Manager of the pension options available to them during unpaid leave.

(e) Return from Parental Leave

An employee who takes parental leave for a period of four weeks or less is entitled to return to the job in which he / she was employed before the absence.

1.7.10 Time Off for Dependants

(a) General

The Employment Relations Act legislates for employees to take unpaid time off for dependants. The right only covers emergencies and unforeseen circumstances and so doesn't apply if you know about the event in advance. An emergency could be any unexpected or sudden problem involving someone who depends on your help or care.

(b) Dependants

A dependant is a spouse, child, parent or person who lives in the same household as the employee. Excluded from 'household' are tenants, lodgers, boarders or employees of the member of staff.

(c) Amount of Time Off

A member of staff may take a reasonable amount of unpaid time off work:

- To assist when a dependant is ill, gives birth (this does not include taking time off after the birth to care for the child) or is injured or assaulted.
- To make arrangements for the care of a dependant who is ill or injured.
- In (a) and (b) 'dependant' includes anyone who reasonably relies on the employee for assistance or care when ill or injured.
- Because of the death of a dependant.
- Due to the unexpected disruption or termination of arrangements for the care of a dependant, including anyone who relies on the employee to arrange provision of care.
- To deal with an unexpected incident involving their child while an educational establishment is responsible for the child.

What is considered 'reasonable' will be at the discretion of the Line Manager in collaboration with the employee.

Any time of over 10 working days will also require Director level approval.

(d) Notice

The employee must advise the Association as soon as is reasonably practical of the reason for the absence and its expected length. This would be the case, for instance, where an employee has advance knowledge of a particular situation arising and so can advise the Association of the coming need for time off.

Where the employee returns to work before contacting the Association, only the reason for the absence needs to be advised. This would be the case in emergencies where it is not possible to give advance notification.

1.7.11 Special Leave

Additional leave, with or without pay, may be granted in special circumstances at the discretion of the Senior Management Team. Written requests must be made to the employee's Line Manager / Departmental Director.

1.7.12 Bereavement Leave

All employees have the right, under the Employment Relations Act 1999, to take a reasonable period of unpaid time off to deal with an emergency involving a dependant. In addition to this entitlement, employees may be allowed leave with pay for bereavements.

- Where the employee is responsible for making funeral arrangements, up to five days' leave.
- Where the employee is an immediate close relative (eg parent, child, partner) up to three days' leave.
- In the case of other relatives, up to one day's leave.
- In other cases, the necessary time off to attend the funeral may be granted.

Leave without pay may also be considered to extend these periods if necessary. Requests for additional leave should be made to the Departmental Manager. Additional leave must then be approved by the Departmental Director.

1.7.13 Time off for Public Duties

Employees can get time off work for certain public duties and to get more information regarding this, please refer to www.gov.uk/time-off-work-public-duties.

1.7.14 Other Authorised Time Off

All periods spent out of the office on personal business or due to adverse weather conditions will be recorded on timesheets irrespective of the time of day.

(a) Medical Appointments

Doctor, Dentist, One-off Hospital Consultation Appointments, etc

Time off for these types of appointments will be unpaid; however, Managers will be empowered to allow flexibility of the flexitime system in breaking core time within, allowing additional carry over debits to made up at a later time or for part-time staff

agreeing other hours when the employee can recoup these hours to avoid loss of earnings.

(b) Appointments for Medical Treatments

In the case of a hospital or specialist appointment for actual treatment for a medical condition (including physiotherapy appointments at a hospital or clinic where this forms part of an ongoing course of treatment as a referral by a medical practitioner), staff will record a standard working day on these days, eg seven hours.

1.7.15 Day Release

Those employees studying for professional qualifications on a day release basis will be permitted to work flexible working hours. However, any flexi credit accrued in the accounting period must be offset against the time away from the office on day release. Flexi credit in excess of these hours can be taken flexibly with the prior permission of the Departmental Manager / Director. Throughout college holiday periods access to flexi will be on a pro rated basis on the number of full weeks at work.

1.8 RIGHT TO REQUEST FLEXIBLE WORKING

(a) Overview

Employment law gives employees who meet the following eligibility criteria the right to request a different way of working.

The Association already operates a range of approaches to organising individual working arrangements including the use of flexitime, part-time contracts and compressed hours.

In order to make a flexible working request, a worker must:

- Be an employee
- Have 26 weeks' continuous employment at the date the request is made
- Not have made another request to work flexibly in the preceding 12 months

The Association will:

- Consider requests for flexible working from any member of staff who submits a written request.
- Only reject an application where it is considered that, on the grounds of business need, it cannot allow the changes to working arrangements being requested as it will be detrimental to the Association achieving its business objectives.

- Not treat an employee less favourably if they request or take flexible working.

(b) Making an Application under the Right to Request Flexible Working

When making a request the employee must apply in writing and provide the following information:

- State that it is an application for flexible working and the type of change applied for.
- State whether a previous application has been made to the Association and if so, when.
- Explain what effect, if any, the employee thinks the proposed change would have on the employer and how, in their opinion, any such effect might be dealt with.
- Specify the date on which it is proposed the change should come into effect.
- Be dated and signed.

The Association shall deal with the application reasonably and shall notify the employee of its decision within three months following receipt of the request. The decision period may be extended by agreement in advance of the expiry of the three month timeframe or retrospectively.

(c) Grounds for Refusal

The Association may refuse a valid request for flexible working if the refusal is for one of the specified business reasons provided for. These reasons are: burden of additional costs, detrimental effect on the ability to meet customer demand, inability to reorganise work among existing staff, inability to recruit additional staff, detrimental impact on quality or performance, insufficiency of work during periods the employee proposes to change work or planned structural changes.

The Association will provide a written explanation as to the reason for refusing the request for flexible working. The employee will be advised of the right of appeal.

(d) Right of Appeal

An employee can appeal against the Company's decision to refuse an application by giving written notice of the grounds of appeal within 14 days after the date on which notice of the decision is given.

All requests, including any appeals, will be considered and decided upon within three months of receipt of the application.

1.9 PERIODS OF NOTICE

The minimum notice period required to terminate a contract of employment will be:

Employees on Grade 1, 2, 3, 4 and 5 (including cleaners)	4 weeks
Sheltered housing co-ordinators	8 weeks
Employees on Grade 6 and 7	8 weeks
Employees on Grade 8 and above	12 weeks
Employees on specialist posts	12 weeks

Or other period as may be agreed in the letter of appointment.

The Departmental Director reserves the right to ask an employee, either on resignation or dismissal, to leave immediately, in which case he / she will receive payment in lieu of notice. This action may be taken, for example:

- Where the employee has access to confidential information and is joining a competitor.
- Where there is a risk of disruption or sabotage if the employee remains.
- Where there is little or no work to do in a redundancy situation.
- Where the employee's conduct is not conducive to harmonious employee relations.

This list is not exhaustive. Amounts paid in lieu of notice will compensate the employee for all pay and benefits which would have accrued during the notice period.

The Association may make a contribution of to £10.00 per year of service to meet any cost of a leaving celebration for an outgoing employee who has five years+ service.

1.10 EXIT INTERVIEW

Before an employee leaves the Association they will be asked to take part in an exit interview.

This is a meeting between a member of the Corporate Services Team or the employee's Line Manager and the departing employee. The interview gives the departing employee the opportunity to give feedback on the Association.

Employee participation in exit interviews is voluntary.

After the interview has taken place, the record of the meeting must be confirmed as a true record by the departing employee.

After the employee has left their employment, a copy will be sent to the appropriate Departmental Director.

The Director will then report lessons learned or relevant points at the next available Senior Management Team Performance and Project Review Meeting.

SECTION 2

Employee Benefits

2.1 FLEXITIME SCHEME

(a) Overview

The Flexitime Scheme is a system which enables employees to manage their own working hours within preset parameters to allow them to have some direct control of their personal work / life balance.

Inclusion in the Flexitime Scheme is not a contractual right, but is a benefit given to employees automatically on appointment unless they are informed at induction that, due to business need, their post is excluded from the scheme or they request to be placed on fixed hours.

It is an overriding principle that delivery of customer service is a paramount priority and therefore there will be occasions when the exigencies of the Association will mean that it is not possible for employees to either take part in the scheme or take full advantage of its provisions.

(b) Exclusions from the Scheme

The scheme will not apply to:

- Employees whose salary is enhanced by payments related directly to the way in which their normal hours of work are arranged (ie night work, shift work and weekend / irregular hours working);
- Temporary or relief staff, whose working hours are designed to cover specific work situations;
- Employees on varying hours contracts, eg annualised hours, whose working arrangements are agreed to meet the business needs.

(c) Principles of the Scheme

The operation of the scheme must observe the following fundamental principles:

- Standards of efficiency and level of service provided in any part of the Association's business must not be reduced in any way.
- Managers shall be responsible for the overall management of the scheme but employees will also have an individual responsibility to effectively manage their own attendance times within the terms of the scheme to ensure that the needs of the service are met.
- Each Manager will determine the minimum staffing level required throughout business hours to meet the needs of their Department and ensuring this is communicated clearly to their teams.

- Managers will be responsible for ensuring that their Department is adequately covered.
- To ensure compliance with the Working Time Directive, an employee's total hours of work should not exceed 48 hours per week over a 17 week reference period. This includes attendance time at training and day release events.
- Training sessions will be held on the second Tuesday of every month between 9.00 am and 10.00 am. Attendance at these sessions are compulsory unless agreed by a Manager.
- An employee is entitled to participate from the start date of their employment.

(d) Flexitime Scheme Parameters

The scheme will operate with different parameters from the outset at the Head Office base and within the Sheltered Housing teams as detailed below.

- All employees are expected to be in attendance during Core Time.
- Staff are expected to ensure, before using flexitime, that the minimum cover standards set out by their team manager will not be compromised before leaving the premises.
- All staff are expected to take a minimum of a 30 minute break during the flexible lunch period and ensure minimum cover standards will not be compromised if they are taking a longer break before taking lunch.

Head Office Core and Flexible Working Periods

7 am to 10 am	Monday – Friday Flexible time
10 am to 12 pm	Monday – Friday Core time
12 pm to 2 pm	Monday – Friday Flexible lunch period
2 pm to 4 pm	Monday – Thursday Core time
4 pm to 7 pm	Monday – Thursday Flexible time
2 pm to 3.30 pm	Friday Core time
3.30 pm – 7 pm	Friday Flexible time

Sheltered Housing Core and Flexible Working Periods

7 am to 9 am	Monday – Friday Flexible time
9 am to 12 pm	Monday – Friday Core time
12 pm to 2 pm	Monday – Friday Flexible lunch period
2 pm to 4 pm	Monday – Thursday Core time
4 pm to 7 pm	Monday – Thursday Flexible time
2 pm to 3.30 pm	Friday Core time
3.30 pm – 7 pm	Friday Flexible time

(e) Recording Hours Worked

Employees will be responsible for recording hours worked on the appropriate Timesheet Template provided by the Association.

The timesheet must be saved electronically in the designated location in the Shared drive and updated on a daily basis.

It is the responsibility of the Line Manager to sign off time recording sheets at the end of each flexi period and deal with any issues or abuse of the system.

Employees should ensure their Line Manager is notified when they have completed their timesheet at the end of each flexi period.

The use of the Signing In / Out sheets maintained at the entrance to premises is not linked to the flexitime recording system. These are used for health and safety purposes only to ensure that, in the event of fire or other emergencies, it is possible to ascertain who is on the premises at the time and who is off site.

(f) Carry Forward of Flexible Time Credit / Debit

Full time employees may carry forward a maximum of 14 hours credit or 7 debit hours from one accounting period to the next (pro rata for part-time employees).

Any time credit in excess of the limit will normally be forfeited at the end of the accounting period.

Any excess time beyond seven debit hours at the end of an accounting period will normally be treated as unauthorised absence from work and a salary deduction will be made to adjust for the absence.

Persistent accumulation in credit or debit hours at the end of accounting periods in excess of the parameters laid out will be investigated as a disciplinary offence and may lead to disciplinary action and withdrawal from the scheme for such time as determined by the Head of Department.

If any employee has a continued flexitime debit, the Manager may decide that annual leave should be used to make up the debit.

Line Managers have the discretion to vary the amount of credit and debit time carried forward during busy spells or in unusual circumstances by up to an additional nine hours credit and four hours debit. Staff in these circumstances will be able to carry forward up to 23 hours credit or 11 hours debit for a maximum of three months.

Any variations must be agreed in advance of the additional credits / debits being accrued and an auditable record being available to show this has been authorised.

Any further flexibility in the scheme must be authorised by a Director and reported to the Senior Management Team.

All variations are expected to have a clearly made case based on business need.

(g) Flexitime Accounting Periods

The accounting period will be in four week cycles. Period start and end dates will be set at the beginning of each calendar year and posted on CONNECT under the Key Dates tab.

(h) Managing Flexi Leave

Under normal circumstances a maximum of two days flexi leave (14 hours) (with appropriate authorisation) or four half days flexi leave (3½ hours each) may be taken per four week accounting period with the prior permission of the Departmental Manager.

Line Managers have the authority to vary amounts of flexi leave authorised in any accounting period up to a maximum of two days' flexi leave in four accounting periods per leave year.

Any additional flexibility must be authorised by a Director and reported at SMT.

Time must be accrued before flexi leave is allowed.

Employees must make a request to their Manager for flexi leave. Managers should confirm authorisation of flexi leave either through signing off of the employee's timesheet or by email confirmation at the time.

Failure to have an auditable record of flexi leave authorisation may result in an absence being considered unauthorised which in turn may result in disciplinary action being taken.

Flexi leave will be refused if minimum departmental staffing cover will not be in place or if time away from work will impact adversely on service delivery.

(i) Payment of Flexi Hours on Termination of Employment

Wherever possible employees, in liaison with their manager, should endeavour to ensure debits and credits are zeroed by the end of the staff member's employment with the Association.

Where this is not possible, any flexitime debit will be deducted from the employee's final salary.

Payment for flexi time credits will require approval from a Director and will either be paid in the final salary or by separate payment if approval does not reach payroll in time for the payment run of that month's salaries.

(j) Withdrawal of Eligibility to the Flexitime Scheme

The scheme can be withdrawn at any time from an individual or group of staff by the Chief Executive, Departmental Directors or Line Managers to meet operational requirements or where there is, or an allegation is made of, an abuse of the system.

(k) Dealing with Abuse of the System

Any abuse of the Flexitime System will be treated as a disciplinary matter and dealt with using the Association's Disciplinary Procedures.

2.2 SABBATICAL LEAVE

(a) General

Eligibility for unpaid sabbatical leave is dependent on employees having at least two years' continuous service with the Association.

Employees wishing to apply for sabbatical leave should put their request in writing to the Departmental Director at the earliest opportunity and no later than two months in advance of the required date.

Employees must outline the period of leave requested (start and return date) and the reasons. The granting of the leave will be dependent on the operational needs of the business.

Decisions on requests for Sabbatical Leave will be made by the Senior Management Team.

Sabbatical leave will be refused, or not considered, if:

- Insufficient notice has been given.
- The employee is subject to disciplinary action.
- It conflicts with the Association's business needs.

Employees will only be entitled to one period of sabbatical leave up to a maximum of six months during every 10 years of their employment.

(b) Sabbatical Leave and the Employment Contract

Employees on sabbatical leave will:

- Remain under contract during their absence
- Continue to accrue continuous service
- Not be entitled to annual leave and public holidays
- Not be entitled to benefits such as sick pay, company vehicle or mobile telephone while on sabbatical leave
- Not be permitted to do any paid work without the permission of the Director during the sabbatical period
- Be entitled to return to the position they held prior to their absence
- Return on the date agreed or be considered to be having an unauthorised absence which will be dealt with under the Association's Disciplinary Procedures on their return
- Return office keys, swipe card and ID card before commencing sabbatical leave
- Not be permitted to access the office, or Association facilities, whilst on sabbatical leave without the consent of the Departmental Director.

Employees who are members of the pension scheme should refer to the Association's policy on Pension Contributions during Unpaid or Reduced Pay Leave.

Employees who do not wish to return after the period of sabbatical leave should follow the notice periods.

2.3 CHILDCARE VOUCHER SCHEME

(a) General

The Edenred Childcare Voucher Scheme is available to all staff on a full time, part-time, permanent or fixed term contract, **up until 4 October 2018**, with children up to the age of 15, or 16 if the child is disabled. Further details can be obtained from www.edenred.co.uk or the Corporate Services Manager.

The Government will be launching a tax free childcare scheme from 4 October. Employees can access this directly. Information can be found at www.gov.uk/help-with-childcare-costs/tax-free-childcare

2.4 PROFESSIONAL SUBSCRIPTIONS

The cost of professional subscription fees for an employee to one appropriate professional institute per annum will be borne by the Association.

Professional bodies applicable shall be as determined on the list agreed by the Senior Management Team or at the discretion of the Departmental Director in cases not listed.

Employees will have a right of appeal under the Grievance Procedure if a request for payment of a professional subscription is refused by a Director.

2.5 CYCLE TO WORK SCHEME

The Cycle to Work Scheme offers tax incentives that enable you to enjoy serious savings on the price of a new bicycle (plus related safety equipment such as a helmet and a set of lights). You will have the opportunity to lease the bicycle of your choice via a tax-efficient salary sacrifice scheme. The total cost you can spend on a bike and equipment is £1,000.

To make an application to join the Cycle to Work scheme, contact the Corporate Services Team.

2.6 CONTRIBUTION PAYMENT TOWARDS THE COST OF GLASSES

Where an employee can demonstrate that glasses are necessary for them to be able to carry out their duties effectively, specifically for the use of display screen equipment, the Association will contribute up to £57.50 towards their purchase.

After an initial contribution is made for an employee's glasses purchase, further support to purchase of spectacles will only be available when there is a change in the employee's visual defect, and this results in a change to prescription requirements.

2.7 FREE COUNSELLING SERVICE

In Confidence is an independent Employee Assistance Programme provided for Port of Leith Housing Association employees by Wellspring. Wellspring is a counselling and psychotherapy centre located in Smith's Place, off Leith Walk, Edinburgh.

The scheme gives all Port of Leith employees the opportunity to receive up to six sessions with a well-qualified and experienced counsellor, free of charge. The fees are paid by Port of Leith as part of its commitment to staff support. The scheme is entirely independent of the Association.

Any member of staff who feels they would benefit from counselling for any reason can make a self-referral by phoning Wellspring. Information can be obtained from CONNECT.

Wellspring will assess how many sessions the staff member will require and invoice the Association confidentially. The Association will not know who the individual member of staff attending sessions is.

2.8 DEATH IN SERVICE AND PERSONAL ACCIDENT INSURANCE POLICIES

The Association holds a Death in Service and Personal Accident Insurance policy which covers all members of staff in the event of injury or death.

For more details contact the Corporate Services Team in the first instance.

SECTION 3

Key People Management Policies and Procedures

3.1 ABSENCE MANAGEMENT POLICY AND PROCEDURES

3.1.1 Policy Statement

Port of Leith Housing Association, as a responsible and supportive employer, is committed to the health, safety and wellbeing of its employees. Absence due to sickness will be actively managed, ensuring that due regard is paid both to the needs of employees who are absent from work as a result of ill health and the effects of absence on the Association. This policy reflects the Association's commitment to promote equality in all its activities in line with the Association's Equality and Diversity policy.

3.1.2 Policy Aims

The aims of this Sickness Absence Management Policy and Procedures are to:

- Provide a framework for maximising the attendance levels of everyone at work;
- Provide a fair, effective and consistent framework for the management of sickness absence;
- Ensure that all employees and line managers clearly understand their responsibilities; and
- Ensure there is consistent treatment of all employees;
- Provide appropriate support for staff who are absent through ill health with the aim of securing their early return to work or prompt other resolution as appropriate.

3.1.3 Guiding Principles

- Members of staff have an obligation to attend work unless prevented to do so by ill health or injury;
- When absent from work due to sickness or an accident, members of staff must comply with the Association's notification procedures. This is a requirement for entitlement to sickness pay;
- Members of staff are expected to keep in reasonable contact with their Line Manager throughout any period of sickness absence;
- Appropriate training and guidance will be made available to managers;
- Personal information relating to sickness absences will be treated in a sensitive and confidential manner.

3.1.4 Responsibilities for Minimising the Impact of Sickness Absence

The Association recognises its legal duty of care to staff and is committed to developing procedures and support systems to support a healthy and safe workplace and to take positive action to minimise non-attendance through illness.

3.1.5 Managing Disability Arising during Employment

If an employee develops a condition during their employment, advice will be sought from Occupational Health to determine whether or not the condition is likely to be covered by the Equality Act 2010 and whether there are any reasonable adjustments that could be made to enable them to return to their existing jobs or any suitable alternative jobs.

The Association will make reasonable adjustments based on medical and other relevant expert advice. In addition, it will be important to involve the employee at all stages of the consultation process and advise them of their right to be accompanied at any meeting.

If an employee experiences difficulties at work because of a known disability, they may wish to contact their Line Manager or the Corporate Services Department to discuss any reasonable adjustments that would help to overcome or minimise the difficulty. The Corporate Services Team may wish to consult with them and their medical adviser(s) about possible adjustments. The Association will consider the matter carefully and seek to make reasonable adjustments to the member of staff's role based on that medical advice.

If a member of staff is unable to continue in their current role as a result of a disability, the Association will consider any alternative roles and vacancies they may have as a way of retaining the services of that member of staff.

3.1.6 Third Party Liability

Where a member of staff is absent from work as a result of an accident or injury sustained whilst away from work, and this was caused by another person (eg a car accident), damages for loss of earnings may be recoverable from the person who caused the accident, ie the 'third party'. In such cases, the Association will seek to reclaim any sickness pay which can be recovered from the third party.

3.1.7 Abuse of the Policy

The Association does not expect members of staff who are absent from work to engage in any activity, including second employment, which is inconsistent with clinical advice on their condition or which might delay recovery. Where there is evidence of this, or any other deliberate abuse or manipulation of the sickness absence policy or sickness pay entitlements, the matter will be dealt with through the Association's disciplinary procedure.

3.1.8 Confidentiality and Record Keeping

Personal details about a member of staff's health are confidential and should be held in accordance with data protection legislation. Supervisors / managers and other designated officers must not disclose sensitive personal information other than to those people who need to know as part of operating this policy and procedure.

3.1.9 Absence for Reasons other than Sickness

The Association has other ways to take time off for absences which are not related to personal sickness, eg caring responsibilities, other personal business, carrying out public duties. Details can be found in Sections 12 – 16 of the Staff Conditions of Service.

3.1.10 Definition of Terms of Absence

Employees are required to provide relevant documentation to support the periods of sickness absence and to maintain regular contact with their Line Manager. The type of documentation and the level of contact required will depend on the duration of the absence. The following definitions are used throughout this policy.

Unauthorised absence: If the employee does not notify their Line Manager or fails to send in Statements of Fitness for Work on time, the absence will be regarded as unauthorised and unpaid.

Short term absence: less than 7 calendar days

Medium term absence: 8 days to 19 calendar days

Long term absence: 20 calendar days or more

3.1.11 Sickness Absence Reporting Procedure

(a) Employee Falling Ill at Work

If an employee becomes ill at work and they are unable to return home alone, it is the responsibility of the Line Manager to ensure the employee arrives home safely by either arranging for a member of the employee's family to collect them (contact details are held securely by Corporate Services), arranging a taxi or arranging for another member of staff to take the sick employee home.

The Line Manager should ask the employee to call them when they arrive home to confirm they arrived safely.

(b) Employee Falling Ill Away from Work

Employees should contact their Line Manager on the first day of their illness no later than 10 am.

It is expected that the employee would contact their Line Manager personally rather than pass the information through a third party, although it is recognised there may be occasions when the employee is unable to do so.

An explanation of the reason for absence and an estimate of its probable duration needs to be provided.

Where a member of staff has failed to make contact with their Line Manager within the specified timescale, the Association may attempt to make contact with them to ascertain the reason for the absence.

Where a member of staff cannot obtain contact with their Line Manager for any reason, they should contact their manager's manager or, failing that, the Corporate Services Team.

Messages about absence should not be left on voicemail services unless all other avenues of contact fail.

(c) Sickness Absence as a Result of Accident at Work or Work-Related Ill Health

Absence in this category must be detailed in the Accident Book and reported to the Corporate Services Manager.

(d) Reporting Ongoing Absence

Where the absence extends beyond one day, the employee should keep their Line Manager updated on their progress. Contact should normally be made daily during the first week, or as agreed with the Line Manager at first and subsequent contact.

(e) Dealing with Medium Term Absence

For sickness absences of eight days or more, the employee must obtain a Statement of Fitness for Work from their GP. This should be sent to their Line Manager, who should forward it to Corporate Services within one working day.

The employee should make contact with their Line Manager on day eight and confirm they have obtained a Statement of Fitness for Work which specifies the need for their

continued absence and agree with their Line Manager when they will next make contact; as a minimum, it should be every week. At each contact, the date and form of the next contact should be mutually agreed.

When the Statement of Fitness for Work expires, the employee is expected to return on their next working day or speak to their Line Manager to inform them when they will next go to the GP. As a minimum they should provide a new Statement of Fitness for Work to cover the new period of absence within five working days of the last Statement's expiry.

If an employee fails to provide a Statement of Fitness for Work within five working days, the Line Manager should notify the Corporate Services Team of the unauthorised absence. Absence confirmed as unauthorised is always unpaid and the Corporate Services Team will notify payroll to this effect.

Where an employee has been told by their GP they are not fit to attend their workplace, the employee should obtain a Statement of Fitness for Work from their GP to confirm they are now fit to return to the workplace before returning.

(f) Short / Medium Term Absence Management Triggers and Management Actions

Every effort will be made to assist employees whose level of sickness absence is causing concern and support and encouragement to improve their ability to attend the workplace will be given.

If an individual's absences meet or exceed the Association's absence trigger levels, Line Managers should seek the advice of the Corporate Services Team.

TRIGGER	MANAGEMENT ACTION
Any sickness absence	Inform return to work meeting with Line Manager and employee to: <ul style="list-style-type: none"> • Review reason for absence • Identify if any support is needed to minimise risk of future absence • Update employee with any required information missed during absence • Complete a Return to Work Record (available on CONNECT)
Three periods of short or medium term absence over a six month period	Formal and recorded absence management discussion between Line Manager and employee to: <ul style="list-style-type: none"> • Review reasons for absences and identify any linkages

	<ul style="list-style-type: none"> • Establish what can be done to help improve attendance • Agree any actions required by employee or manager to support attendance of employee in the workplace <p>At this meeting the employee will be informed that:</p> <ul style="list-style-type: none"> • Any further incidences of absence in the next six months will result in an Absence Management meeting involving the Corporate Services Manager
<p>Four or more periods of short or medium term absence over a 12 month period</p>	<p>Formal recorded absence management discussion between Line Manager, employee and Corporate Services Manager, to:</p> <ul style="list-style-type: none"> • Explore reasons for absences and any linkages between periods of absence; • Identify any support which can be given to assist employee to avoid risk of future absences; • Agree any required actions to be taken; • Agree when a follow up meeting will take place to review the situation <p>At this meeting the employee will also be advised that:</p> <ul style="list-style-type: none"> • Their absence will be monitored for the next 12 months to ensure attendance at the workplace has reached acceptable levels • If persistent short term absence continues, this will lead to a meeting being held to discuss the employee's capability to carry out their role due to persistent health issues.

(g) Managing Long Term Absences

Where the employee's absence extends beyond four calendar weeks this will be viewed as long term absence.

Employees will be required to submit a Statement of Fitness for Work in the same way as required for medium term absences.

The main objective when a member of staff is off on long term sickness absence is to help them to return to work as quickly as possible. The effective management of long term sickness absence, which is essential in allowing this to happen, should comprise of:

(h) Regular Communication

Employees should keep their Line Manager or Corporate Services Manager updated weekly on their situation; however, the Line Manager will be required to ensure regular contact with the member of staff in order to keep up to date with their progress, to establish what assistance or support they may require, and to help them to continue to feel part of the team. The contact may be in the form of meetings in the workplace or other mutually acceptable locations, telephone and / or written communications – the mode and frequency will depend on the nature of the illness and the expected duration, and should be agreed with the member of staff. Members of staff will also be kept updated on their entitlement to sickness pay with notifications being issued in advance of them reaching half pay and nil pay, where applicable.

(i) Occupational Health Support

Any continuous absence which lasts four weeks or more can be described as long term and will be the trigger for the Line Manager to seek a referral to Occupational Health through Corporate Services. The Line Manager or Corporate Services must advise the employee of the referral to OH. The aim of the referral is to get advice related to the employee's reason for absence. This can include advice on the diagnosis, prognosis, likely length of absence, and potential reasonable adjustments the Association can make to support and facilitate a return to work. This referral may be initiated earlier depending on the nature and circumstances of the absence.

Employees on long term absence will be asked to return Association property such as office keys and are not permitted to enter business premises without the permission of their Line Manager.

(j) Supportive and Effective Rehabilitation Process

This is an important factor in helping the member of staff return to work, and getting them fully reintegrated into the workplace and their role. The measures put in place will again vary depending on the nature and duration of the absence, and should be agreed between the member of staff and the Line Manager, with advice from Occupational Health and Corporate Services as applicable.

The effective management of the sickness absence should, in the majority of cases, facilitate the member of staff's return to work and to their current role. However, due to the nature of the health issue, this may not always be possible, in which case the following options may need to be considered by the relevant parties.

(k) Reasonable Adjustments

Where the member of staff is unable to return to their role as it currently exists, temporary adjustments to the role / working hours / workstation etc will be considered (these may be extended in the longer term). This is particularly applicable where the

absence relates to a disability, in which case the situation will be managed in accordance with the Association's Equal Opportunities Policy.

(l) Redeployment

Where a member of staff is unable to return to their current role, opportunities for redeployment to a different available post will be explored. There can be no guarantee that a post with the same salary grade can be offered in a redeployment situation and decisions about accepting or rejecting offered posts will lie with the employee.

(m) Termination of Employment on the Grounds of Capability

This will be considered by the Association where, having taken into account the relevant facts and all available medical information, the ability of the member of staff to return to work and / or carry out their role effectively is considered unlikely in the foreseeable future.

(n) Agreeing a Date and Process for a Return to Work

When the individual is due to return, the employee and their Line Manager should take advice from the OH and appropriate Corporate Services Team member on whether a phased return might be useful to aid the employee's recovery. This can be a helpful way of getting the employee back to work more quickly.

Phased returns may be agreed on an individual basis and can include: a phasing of full duties or hours of work; restricted duties and / or reasonable workplace adjustments. Where there is a temporary phasing of hours, annual leave accrued during the absence can be used to ensure there is no financial impact on the employee.

When a longer phasing of hours is required, employees can be paid on a pro rata basis to facilitate the reduction in hours.

After long term sickness, the Line Manager (or a nominated deputy in their absence) is expected to conduct a return to work interview within three working days.

(o) Seeking Medical Referrals and Reports or Referrals to Counselling

The Association reserves the right at any stage to seek a medical report or to refer an employee to a counselling service. Such referrals will be as a result of concerns by the Association regarding the employee's health status and / or if the employee has lengthy or frequent sickness absence.

In cases of repeated short term absences for apparently unrelated causes, an employee may be referred to the OH for an independent medical opinion and

depending on the outcome, may exceptionally be asked to submit medical certificates for every absence.

After any medium term absence, or where the level or pattern of medium term absence meets the absence trigger levels, the Line Manager (or a nominated deputy in their absence) is expected to conduct a return to work interview within three working days and consider if a referral to OH is required.

Any medical examination will be conducted either by the employee's own doctor or through a referral to the Association's Occupational Health Consultancy Service to gain an independent report on aspects of an employee's health and wellbeing. Employees will be made fully aware of their rights regarding the granting of permission for such examinations.

Any counselling will be with the professional counselling service retained by the Association (Wellspring).

Entitlement to receipt of sick pay is conditional on the employee submitting to a medical examination or attending counselling. The cost of any medical examination and report or counselling will be met by the Association.

The Association reserves the right to require any employee to attend the Association's chosen OH provider where it considers to fulfil its legal obligations under the Health and Safety at Work Act 1974 and subsidiary legislation, as well as its duty of care, such OH surveillance or examination is necessary for the wellbeing of the employee.

Under the Access to Medical Reports Act 1988 and / or the Data Protection Act 1998, the employee is, in some circumstances, entitled to withhold consent for medical information to be released. However, the employee should be aware that decisions made about their employment may be affected by the Association's inability to obtain a report.

OH will advise the manager if / when future referral meetings are required. They may also advise whether it may be appropriate to review suitability for restricted duties, redeployment, the requirement for reasonable workplace adjustments, DDA status and specialist or GP reports.

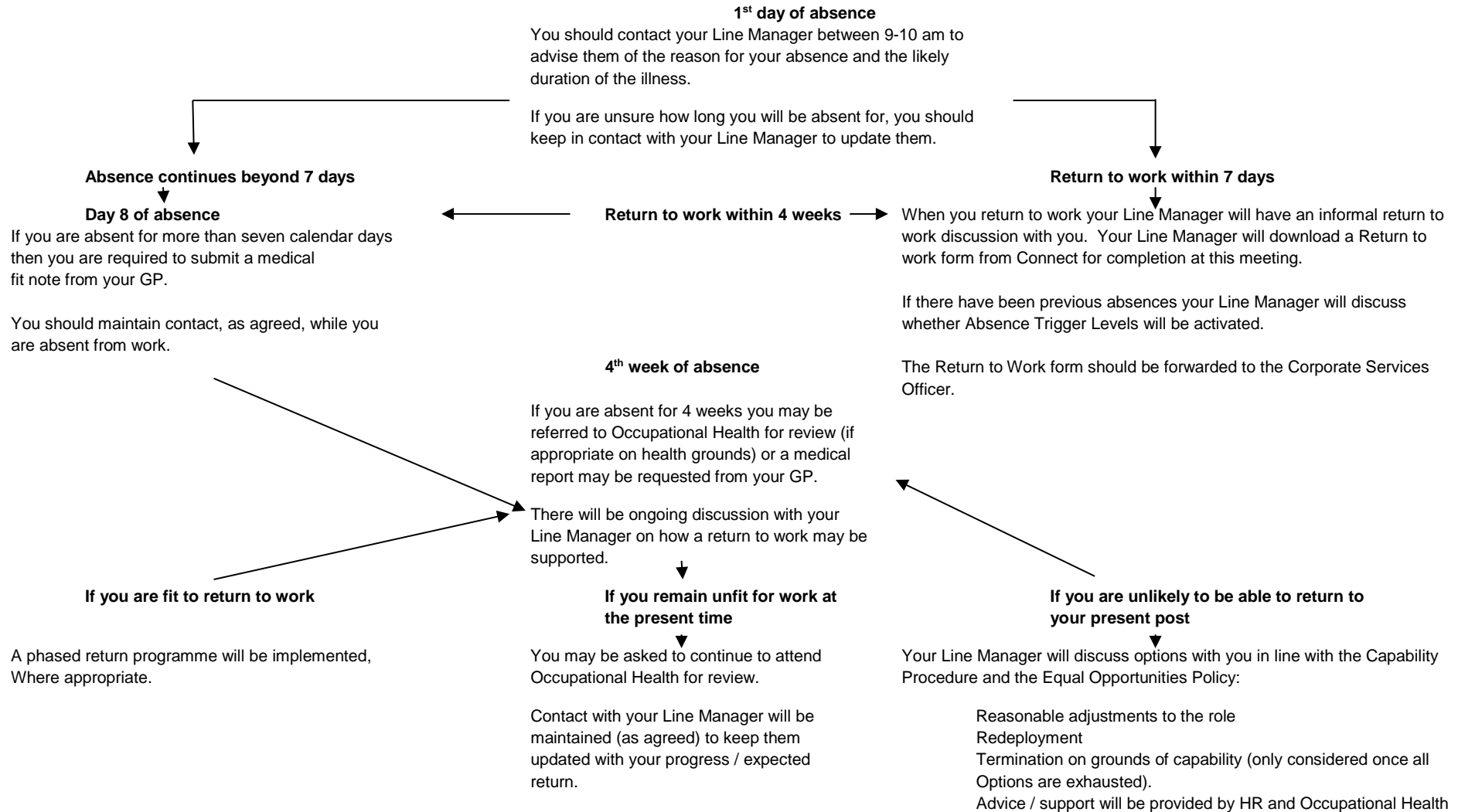
(p) Sickness Absence and Link to Incremental Pay

Members of staff absent through an illness not related to maternity or disability will receive an annual performance evaluation review and be awarded a Contribution Rating for the work done when in attendance at the workplace.

Should pay movement be merited they will receive a pro-rated amount, eg absence of a total of more than four weeks in a calendar year – a pro rata deduction based on

number of full weeks absent from work. Absence of a total of 26 weeks – half of the pay increase would be awarded. A member of staff absent from work through a maternity or disability related illness should receive no detriment.

Sickness Absence Process (for use with policy and procedures)



3.2 DISCIPLINARY POLICY AND PROCEDURES

3.2.1 Policy Statement

The Association is committed to developing and maintaining constructive relations with its employees and aims to ensure that there will be a fair and consistent approach to the enforcement of standards of conduct throughout the Association.

This policy and procedure is designed to help and encourage all employees to achieve and maintain appropriate standards of conduct, attendance and job performance.

The Association's rules regarding standards of conduct are detailed in a range of documents that employees are required to familiarise themselves with and include the Association's Staff Handbook.

This policy, associated procedures, and associated documentation, apply to all of the Association's employees.

3.2.2 Key Policy Principles

- Management are under a duty to establish standards of discipline; employees are entitled to expect fair, just and consistent treatment.
- The Association will seek to resolve employment issues at the lowest possible level, and where appropriate, on an informal basis.
- No disciplinary action will be taken against an employee until the case has been fully investigated and a disciplinary hearing has taken place. The employee will be advised in writing of the nature of the complaint against him or her and the arrangements for the hearing.
- The employee will be given the opportunity to state his or her case before any decision is made.
- The employee will have the right to be accompanied by a colleague, or trade union official, during formal disciplinary hearings or disciplinary appeal hearings.
- In reaching decisions on appropriate disciplinary action, managers will take into account any mitigating circumstances.
- If an employee has particular requirements at any stage of the procedures because of a disability, or wishes to inform the Association of any relevant medical condition, the employee should contact the Corporate Services Manager.

In poor performance cases, where the reason is not within the control of the employee, eg health, training or the changing nature of the job, the organisation's capability policy and procedure will be used in place of this procedure. However, poor performance resulting from, for example, negligence, lack of application or attitudinal problems will be dealt with under the disciplinary procedure. Further, where an employee's absence

record has been investigated and the absences are deemed to be of a casual nature, the employee will be dealt with under the disciplinary procedure. The Association will generally follow each of the stages set out in these Disciplinary Procedures in any particular case but reserves the right in appropriate cases to commence the procedure at any of the specified stages or to omit a particular stage / stages.

3.2.3 Responsibilities

Line Managers will be responsible for identifying and dealing with disciplinary issues in the first instance.

Appropriate members of the Corporate Services Team will provide advice and guidance to Line Managers on legislative and good practice requirements in using Disciplinary Procedures.

The **Director of Finance & Corporate Services, Directors** or **Chief Executive** will be responsible for appointing Investigating Officers, Hearing Officers and Appeal Hearing Officers at each stage in the Disciplinary Process.

3.2.4 Authority to take Disciplinary Action

First written warning / performance note:	Line Manager
Final written warning:	Director
Dismissal:	Director

3.2.5 Processes for Managing Disciplinary Issues

Normal Disciplinary Procedure

The Normal Disciplinary Procedure will follow the stages stated below:

1. Mediation stage
2. Investigation stage
3. Hearing and decision stage

All employees will be entitled to make an appeal against any decisions made in Stage 3 and the Appeals Procedure is detailed in Section 3.2.10 below.

Any requirement for the initiation of the disciplinary procedures in relation to any employee should be notified to the Director of Finance & Corporate Services and the Corporate Services Manager or an appropriate Director in their absence. No action should be taken until notification has been acknowledged.

The employee about whom action is being initiated must be informed of the issue under investigation in writing, and what the process and timescales will be for managing the process.

3.2.6 MEDIATION STAGE

In cases where it is clear the issue under consideration is very serious and the probability of requiring action greater than the issue of a performance note is high, the Mediation Stage may be bypassed.

Authorisation to bypass the Mediation Stage can only be given by the Director of Finance & Corporate Services, a Director or the Chief Executive.

The Mediation Stage is still a formal part of the Disciplinary Process; however, it offers an opportunity to resolve more minor issues at the level of first line management.

The Association's aim is to encourage and maintain acceptable standards of conduct and performance. Every effort will be made to deal with minor problems in the first instance through less formal action by the Line Manager in order to avoid the need to implement the full formal procedure.

This principle should be applied in the first instance to minor issues with both conduct and performance.

The Mediation Meeting will take the form of a discussion between the member of staff and their immediate Line Manager. The issue in focus at the meeting will be that which has led to the initiation of the Disciplinary Process only.

The issue will be discussed and either explained by the member of staff resulting in the issue being dropped or actions agreed to support the member of staff to not repeat the behaviour under review again.

Where there is a need to agree actions and support to ensure behaviour does not occur again, a **performance improvement note** will be written to the employee from the Line Manager, detailing the points discussed, actions required, support / training to be provided and timeframes. The improvement note will be placed on the employee's record and be held for one year on file.

The Line Manager will arrange for the provision of support, practical assistance and / or training as appropriate to ensure that minor problems are resolved at an early stage and that acceptable standards of work performance and behaviour are met.

Where issues arise which are affecting an employee's performance which are of a personal nature, the employee should be encouraged to seek independent counselling through the PoLHA Wellspring arrangements.

Where action agreed during the Mediation Stage fails or it is identified during the Mediation Meeting that the matter is more serious, the following formal procedure will be used.

The remaining two stages of the process have been broken down into a series of logical steps for managers to follow as detailed below.

3.2.7 INVESTIGATION STAGE

In the event it is deemed necessary to carry out an investigation into allegations made, the following steps should be followed as far as practicable.

Step 1 – Inform Employee and Conduct Disciplinary Investigation

An appropriate manager who will be called the Investigating Officer will be appointed to undertake the Disciplinary Investigation. This role may be fulfilled by the employee's Line Manager.

Appointment as the Investigating Officer will immediately disqualify that individual from filling any other role in the Disciplinary Process.

This person must notify the employee concerned of the fact that formal disciplinary proceedings have been initiated and what the issues being investigated are.

An appropriate manager will be appointed as the Hearing Officer, who will have the authority to make decisions about any Disciplinary Actions required.

The purpose of carrying out an investigation is to find out if there is a disciplinary case to answer.

The objective will be to clarify the nature of the allegation/s and identify and corroborate evidence to substantiate it / them.

The Investigating Officer will have the authority to interview all relevant persons; take statements from them which should then be typed and signed and dated by the interviewee.

If an interviewee refuses to give, or sign, a statement, the Investigating Officer must ask them again. It should be explained that, if a disciplinary hearing is arranged, the interviewee may be disadvantaged by not having a statement to refer to. If they will refuse, the investigator will make a written note and this will form part of their report.

The Investigating Officer will summarise their findings from statements and, based on the results of the investigation, give an opinion as to the next course of action:

- No further action
- Carry out Performance Counselling
- Move to a Formal Disciplinary Hearing

The report and recommendation will be submitted to the Hearing Officer who will make the final decision on what the next action will be.

Whatever decision is made, it will be communicated to the employee in writing within three days of the decision being made.

Guidance on Performance Counselling Action

'Performance Counselling' will be a tailored process for each case, recommended for use where the Investigation Officer believes an issue exists; however, it is sufficiently minor or in early stages of development that a period of appropriate management intervention would resolve it without the need for full formal disciplinary action.

Where 'Counselling' is recommended, the Investigation Officer will detail an appropriate process, minimum length of, and objectives for, the process.

Where an employee refuses to participate in 'Counselling', formal disciplinary action will be taken.

Step 2 – Decision to Move to Formal Disciplinary Hearing

Following the completion of the Investigatory Report from the Investigation Stage, the findings will be considered by the appointed Hearing Officer who will make the final decision as to whether a formal disciplinary hearing is required.

No Disciplinary Action can be taken unless a formal Hearing is held.

If no further action or counselling is the agreed course of action then the employee must be informed as soon as possible by their Line Manager that this is the case.

3.2.8 HEARING AND DECISION STAGE

Step 1 – Invitation to Attend Formal Disciplinary Hearing Sent

If the decision is reached to hold a Formal Disciplinary Hearing, then a written request must be sent to the employee by the Hearing Officer inviting them to attend a Formal Disciplinary Hearing, with date, time and location clearly stated.

This letter, or attached documentation, should also inform the employee of the exact nature of the allegations which will be discussed at the Hearing.

The employee should also be given access to any evidence and documentation which will be used at the Hearing. This will not include access to witnesses prior to the hearing, but will include access to witness statements.

Only documentation made available to the employee prior to the Hearing may be used at the Hearing. If the need arises for additional documentation to be introduced, the Hearing should be adjourned for an appropriate period for the employee and his / her representative to consider added documents or other evidence.

The invitation letter should also explain the employee's right to be accompanied to the Formal Disciplinary Hearing by a PoLHA colleague or an appropriate trade union official.

Step 2 – Conduct the Formal Disciplinary Hearing

Establishing a Hearing Meeting

The Hearing officer may appoint other appropriate manager(s) and/or a Corporate Services representative to form the disciplinary panel. Names and roles of any individuals to be in attendance should be notified to the employee in writing in advance of the meeting.

A record of the Hearing will need to be kept so it may be appropriate to appoint a record keeper who will take notes and produce a minute of the Hearing.

The employee can request that specific witnesses attend the Hearing. Any such requests should be made in advance of the Hearing and the reason for the request should be detailed. Requests for witnesses to attend will be considered on a case by case basis by the Hearing Officer.

Carrying out the Hearing Meeting

At the Hearing, the Hearing Officer will chair the meeting.

The Chair will explain the purpose of the Disciplinary hearing and refer to the allegation(s) against the employee. The Chair will also explain the procedure to be followed during the Hearing, and confirm what will happen at the end of the Hearing.

Reference to the Investigation Report and associated documents will be referred to throughout the hearing and questions will be asked by the Hearing Panel.

The employee and/or his/her representative should present their case, indicating the basis of their defence and referring to any documents previously circulated.

The employee and/or his/her representative are given the opportunity to sum up their cases.

On completion of the presentation of the Disciplinary Hearing, the employee and his/her representative will withdraw, leaving the panel to deliberate on what, if any, action is required.

Step 3 – Notify Employee of Decision

It may be appropriate to inform the employee verbally of the Hearing Officer's decision; however, formal notification of the Hearing's decision in writing must be given as soon as possible after the decision is made.

This letter will give a brief summary of the evidence presented and any points raised in the Hearing.

It will state the Hearing Officer's decision and reasons for making it.

It will inform the employee of their Right to Appeal against any formal disciplinary action taken.

3.2.9 Available Disciplinary Actions

The following describe the normal disciplinary actions which Disciplinary Hearing Officers and Appeal Hearing Officers will consider taking to change an employee's conduct.

Verbal Warning

The verbal warning is the minimum level formal disciplinary action the Association can take.

The employee will be advised that his or her standard of conduct or performance has been unacceptable. The required standard will be outlined. The warning will be given verbally and subsequently confirmed in writing.

This action is likely to be used where misconduct is found to be a minor breach which must not be repeated, but has not caused a significant problem in the workplace.

This warning will remain live for six months.

Written warning

A written warning signifies the second level of disciplinary action the Association can take.

This action will be taken in cases where:

- Employees have already had a verbal warning for similar misconduct;
- Employees have had verbal warnings for other misconduct which are still on record;
- Where misconduct is sufficiently serious that a verbal warning is deemed insufficient action to rectify the behaviour

This warning will remain live for nine months.

Final Written Warning

- A final written warning indicates to the employee that any further misconduct, which is still on record and there is failure to improve;
- Where an employee has several other warnings on record and it is deemed appropriate to take more severe action to ensure a change in behaviour;
- Where misconduct is deemed very serious, but just short of gross misconduct.

This warning will remain live for 12 months.

Dismissal

A dismissal occurs when the Association terminates the contract of employment, either with or without notice.

This action will be taken where:

- A final written warning has already been given for similar misconduct and there is no improvement;
- An employee has several warnings for misconduct on record and has made a further serious breach of disciplinary rules;
- Where misconduct is found to be covered by that described as gross misconduct.

Management reserves the right to identify further appropriate actions not listed above.

These are likely to include action short of dismissal, however serious in nature, for example, demotion with reduction in pay, redeployment, temporary changes to terms and conditions of employment, etc.

Any alternative actions will be fully explored with the employee prior to implementation.

Where an employee refuses to accept alternative action, management will reserve the right to dismiss the employee where that is the only other reasonable option.

The disciplinary action taken will be determined by the severity of the offence. For relatively minor offences the procedure will normally commence with a Verbal Warning and progress through the stages, eventually arriving at dismissal.

The Association may decide, however, to commence the procedure at the Written Warning stage or even Final Written Warning stage if the offence is serious enough.

In cases of gross misconduct the Association will normally move directly to the dismissal stage of the procedure.

Employees have the right to appeal against any disciplinary action taken against them in accordance with the Appeal Procedure.

Effect on Incremental Pay

The Hearing Officer can recommend the removal of Incremental Pay Movement during the employee's performance pay year. (See Section 4 Incremental Pay).

3.2.10 Process for Managing Appeals

All employees have a right to appeal against formal disciplinary actions taken by their employer.

The Appeals Process will follow the steps indicated below:

Step 1 – Written Notice of an Appeal

Any employee is entitled to make an appeal against a decision made in a Disciplinary Hearing.

Any appeal must be made in writing to the Director of Finance & Corporate Services, appropriate Director or Chief Executive within five working days of receipt of a written notification of a decision to take formal disciplinary action by the employer.

An appropriate Appeal Hearing Officer will be appointed and s/he will be responsible for carrying the process forward to completion of the appeal.

All Written Notices of an Appeal must clearly state the grounds on which the employee believes an appeal is necessary.

The fact that an employee disagrees with a decision made at a disciplinary hearing is not in itself grounds for an Appeal.

The employee must submit reasons highlighting either an issue with the process, a challenge to information presented or new information which might affect any decision or a rationale for why an appeal should be considered.

The Appeal Hearing Officer will review the Written Notice of an Appeal and decide if there are grounds to convene an Appeal Hearing.

The decision of the Appeal Hearing Officer will be final and will be notified to the employee making the Appeal within 48 hours of the decision being made.

Any further action an employee wishes to take must be done through external processes, eg employment tribunal system, etc.

Step 2 – Setting Up the Appeal Hearing

The Appeal Hearing Officer will appoint such support as s/he needs to fulfil their role effectively.

Written notification of date, time and location of the hearing will be sent to the employee within a reasonable timescale to enable the employee to attend. This notification will also inform the employee of their right to be accompanied by a colleague or appropriate trade union official.

Step 3 – The Appeal Hearing

The purpose of the Appeal Hearing is not to go over the same ground as the Disciplinary Hearing.

The Appeal Hearing Officer will see the Disciplinary Hearing officer and question him / her on their reasons for making the decision they did.

The Appeal Hearing Officer will see the appellant and his / her representative and question him / her on their reasons for making the appeal.

It will be at the discretion of the Appeal Hearing Officer whether or not s/he sees the Disciplinary Hearing Officer and employee (and representative where present) together or separately.

Step 4 – Making the Appeal Decision

At the end of the hearing the Appeal Hearing Officer (and his / her team where appropriate) will retire and consider their decision.

The Appeal Hearing Officer (and his / her team where appointed) will have the power to review the decision to take disciplinary action and make any changes deemed necessary.

This may include:

- Reducing or increasing the severity of the action taken by the Disciplinary Hearing Officer;
- Repealing the decision to take any disciplinary action;
- Upholding the decision to take disciplinary action made by the Disciplinary Hearing Officer.

The decision of the Appeal Hearing Officer is final and this exhausts the Association's procedures.

Step 5 – Notify Employee of Decision

It may be appropriate to inform the employee verbally of the Appeal Hearing Officer's decision; however, formal notification of the hearing's decision in writing must be given within five working days of the hearing being completed.

This letter will give a brief summary of the evidence presented and any points raised in the hearing.

It will state the Hearing Officer's decision and reasons for making it.

3.2.11 Procedures for Dealing with Exceptional Circumstance

Suspension from the Workplace

In very serious circumstances an employee may be suspended from the workplace while the Disciplinary Investigation takes place. The period of suspension will not be viewed or treated as a punishment against the employee.

The Line Manager has the authority to suspend employees, on full pay, in circumstances where s/he believes it is inappropriate to have the employee in the workplace.

Suspension lasting more than 48 hours must have the authority of an appropriate PoLHA Director or Chief Executive.

In situations where a Director is not available, the employee should be informed they are being suspended with immediate effect and should report to an appropriate location at 9 am the following day for further notification of action being taken.

The employee must be informed in writing of suspension with salary as soon as is practically possible.

Disciplinary Issues Involving Senior Management

Where disciplinary proceedings involve Directors, the Chief Executive, with guidance from the Corporate Services Manager, will oversee investigations and disciplinary hearing and may appoint external facilitators to carry out appropriate roles.

Where disciplinary proceedings involve the Chief Executive, the Chair of the PoLHA Board will oversee investigations and disciplinary hearing with support from the Corporate Services Manager and may appoint external facilitators to carry out appropriate roles.

Appeals in these cases will be heard by a sub committee of the Board who may select other external experts to assist in the process.

3.2.12 Dealing with Gross Misconduct

Where it is suspected or alleged that an act of gross misconduct has taken place, the employee will be asked to leave PoLHA property immediately and informed that they are suspended from work on full pay. The employee will receive written confirmation of suspension.

The Director of Customer Services / Chief Executive will appoint an appropriate manager to investigate the incident as quickly as possible or may, if the evidence is absolutely clear, dismiss the employee immediately.

The employee will be informed in writing of any decisions as soon as is practicable after they have been made.

Gross Misconduct

The following are examples of matters that are normally regarded as gross misconduct:

Employees should note that this list is not exhaustive.

- Theft, dishonesty or fraud;

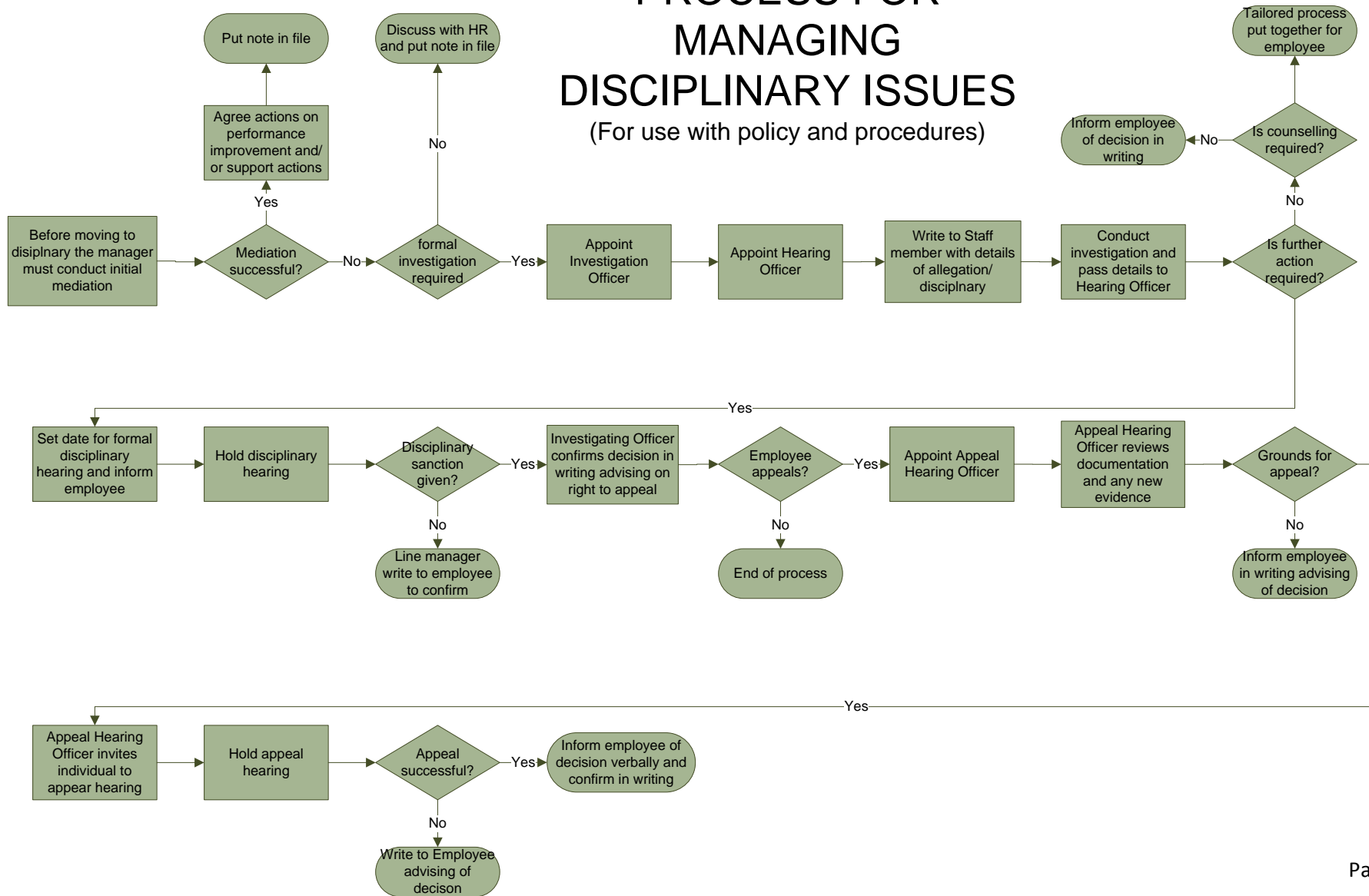
- Deliberate recording of incorrect working hours;
- Smoking within office premises;
- Assault, acts of violence, aggression or bullying;
- Unacceptable use of obscene or abusive language;
- Possession or use of non-prescribed drugs or alcohol on Association premises, or during working hours;
- Wilful damage to the Association's, employees', or customers' property;
- Serious insubordination;
- Falsification of records or other Association documents, including those relating to obtaining employment;
- Unlawful sex, race or disability discrimination;
- Refusal to carry out reasonable management instructions;
- Gambling with Association finances, bribery or corruption;
- Acts of indecency or sexual harassment;
- Serious breach of the Health and Safety policies and procedures;
- Accepting gifts from outside organisations which have not been approved by management;
- Breach of confidentiality, including the unauthorised disclosure of Association business to the media or any other party;
- Unauthorised access to or use of computer data;
- Copying of computer software, other than when authorised, in the employee's normal course of employment;
- Serious breach of the IT Policy;
- Refusal to co-operate with a request to search as specified in the Code of Conduct.

3.2.13 Employees with Less than Two Years' Service

In relation to employees who commence employment with the Association on or after 6 April 2012, the Association reserves the right not to follow the disciplinary procedure if those employees have less than two years' service.

PROCESS FOR MANAGING DISCIPLINARY ISSUES

(For use with policy and procedures)



3.3 GRIEVANCE MANAGEMENT POLICY AND PROCEDURES

3.3.1 Policy Statement

This policy is designed to ensure that the Association deals with employee grievances in a timely and fair manner. The policy sets out how an employee should raise their grievance and what level of management will deal with their issue.

The Association recognises that misunderstandings or grievances may sometimes occur in the course of employment. Employees who feel that they have been unfairly treated by the Association, or who feel they have been bullied, harassed or discriminated against should use this policy to raise their concerns with management. The Association will endeavour to deal with all such grievances quickly, fairly and sensitively.

3.3.2 Core Principles of the Policy and Procedures

- All grievances will be taken seriously and, where appropriate, a full investigation carried out to ascertain the facts of the matter.
- All grievances will be referred to the Corporate Services Manager for advice, consideration and follow-up.
- At each stage the hearing will be conducted by the appropriate Manager, supported by the Corporate Services Manager or another member of the Senior Management Team.
- Staff will have the opportunity to state their case, produce evidence or call witnesses.
- Employees and their representative should make every effort to attend a grievance hearing.
- Rights of appeal are provided at each stage of the procedure.

3.3.3 Right to Accompaniment at Grievance and Appeals Hearing Meetings

At Grievance and Grievance Appeal Hearing meetings, both the individual aggrieved and the individual who is being accused will have the right to be accompanied by a work colleague or trade union official.

This companion will be allowed to address the hearing to put and sum up the employee's case, respond on behalf of the employee to any views expressed at the meeting and confer with the employee during the hearing.

The companion does not have the right to answer questions on an employee's behalf, address the hearing if the employee does not wish it or prevent anyone from explaining their case.

3.3.4 Overlapping Grievance and Disciplinary Cases

Where an employee raises a grievance during a disciplinary process, the disciplinary process may be temporarily suspended in order to deal with the grievance.

Where the grievance and disciplinary cases are related, it may be appropriate for the Association to deal with both issues concurrently.

Grievance Management Procedures

(a) Mediated Grievance Resolution

Wherever possible, members of staff must first of all discuss any grievance informally with their Line Manager. The Manager will endeavour to provide a reply within three working days.

A written record of the grievance and any proposed solution / agreement will be recorded in the personnel file.

(b) Formal Grievance Management Procedure

In cases where a mediated grievance fails or the grievance is deemed too serious to be managed by a less formal approach, then the Formal Grievance Management Procedure should be initiated.

Step 1 – Documentation of a Grievance Submission

The individual holding the grievance will be required either to submit or agree, in the first instance, a written statement of the grievance to ensure clarity about what allegations are being made which should be submitted to their Line Manager, the appropriate Director or the Corporate Services Manager.

Either in conjunction with, or within three working days of the written statement of the grievance being submitted, reasons for and / or evidence to support the allegations must be submitted by the individual holding the grievance either to the individual's Line Manager, the appropriate Director or the Corporate Services Manager.

Step 2 – Appointment of Hearing Officer and Initial Actions

Senior management will appoint an appropriate manager as the Grievance Hearing Officer.

The Grievance Hearing Officer will review the written statement of grievance and any evidence or given reasons for the grievance and decide if further investigation is required or if a formal grievance meeting should be convened.

The Hearing Officer will ensure that the individual against whom the grievance is being made is informed of the nature of the grievance as laid out in written statement of the grievance and what the ensuing process will involve.

Step 3 – Option 1: Initiating a Grievance Investigation

In the event the Hearing Officer decides further investigation is required, s/he will appoint an appropriate manager to act as the Grievance Investigation Officer (GIO).

The role of the GIO will be to investigate if allegations made by the aggrieved party can be substantiated with evidence through documentary support and / or corroborating statements from witnesses to events relating to the grievance.

The GIO will interview whatever parties they deem necessary to gain clear evidence to substantiate or repudiate the allegations being made.

The GIO will write a report which will be submitted to the Hearing Officer which will review all the evidence submitted to and / or found during the investigation along with an analysis detailing what evidence supports the allegations made and what does not support or repudiate the allegations made.

The Hearing Officer will then convene and hold a Grievance Hearing Meeting in the manner described below, including the Investigation Officer's Report in pre-meeting documentation to be circulated to the aggrieved and the accused.

The Investigation Officer will be required to be available to the Hearing meeting in the event that the Hearing Officer or the participants wish to ask questions to clarify any elements of their report.

Step 3 – Option 2: Convening and Conducting a Grievance Hearing Meeting where a Grievance Investigation is not Required

Where the Hearing Officer deems the issue does not require any detailed investigation, s/he can convene a Grievance Hearing directly.

All individuals the Hearing Officer may want to hear evidence from or question will be informed that their presence will be required at a specified date and time.

The Hearing Officer may appoint such support for themselves as they deem necessary to be present at the meeting; however, all participants must be informed of who is going to be present and their role prior to the meeting.

The Hearing Officer will circulate to both the aggrieved and the accused individuals any documentation which will be considered at the Hearing at least five days before the meeting.

At the Hearing Meeting the Hearing Officer and the aggrieved individual (and their companion if used) and the person facing the grievance (and their companion if used) will be present at all times.

The Hearing Officer will question each individual as required to seek clarification of the issues.

The aggrieved individual and the accused will be able to ask questions to clarify points and / or present evidence which refutes points made by others; however, unsubstantiated statements disagreeing with the interpretation of others will not be acceptable.

The control of the meeting at all times will be the role of the Hearing Officer who will invite participants to speak and adjudge when they have made their point.

Once the Hearing Officer has adjudged s/he has established all the evidence they require to make a decision, they will adjourn the meeting and inform the participants when their decision will be communicated to the parties involved.

While it may be acceptable to all parties to reconvene for the Hearing Officer to give their decision verbally, written confirmation of the decision and the reasons for that decision will be sent to both parties no later than five working days after the Hearing Meeting.

(c) Grievance Appeals Management Procedure

Step 1 – Initiating the Appeal

If the employee is dissatisfied with the outcome of the Grievance Hearing, they will have the right to appeal.

To initiate this they must submit their request for an Appeal Hearing to the Chief Executive or Director of Finance & Corporate Services in writing within five working days of receiving the written decision of the Grievance Hearing Meeting.

Their written request must state the grounds for the appeal and the outcome of the previous stage.

Management will appoint an appropriate individual to act as the Appeal Hearing Officer who will, in the first instance, review the grounds of appeal given to establish if such grounds exist.

Grounds for appeal must go beyond simply disagreeing with the decision of the Hearing Officer and will be required to demonstrate why the appellant considers the decision of the Hearing Officer to be flawed for reasons other than wanting a different decision, for example: an error in the process, failing to take into account key evidence, bias which can be evidenced, new evidence the Hearing Officer was unaware of, etc.

Step 2 – Decision if an Appeal is Justified and Notification of Appellant

The Appeals Hearing Officer (AHO) will obtain the records of the grievance and review these along with the appellant's Appeal Submission.

The AHO may choose to interview individuals involved in the Grievance Investigation and Hearing processes if they require clarification on any issues to assist them to reach a conclusion.

The AHO will, under normal circumstances, decide within 10 working days of receipt of the Appeal Submission if there are grounds for an Appeal Hearing Meeting.

In the event the AHO decides there are no grounds for appeal, they will write to the appellant informing them of this fact and their reasons for this decision. In this eventuality the AHO's decision is final and any further action the aggrieved individual wishes to pursue will have to be done outside of the Association's processes, for example through the employment tribunal service or other legal avenues.

In the event the AHO decides an Appeal Hearing is required to review the original evidence, process and / or decisions, then an Appeal Hearing Meeting will be convened and conducted as detailed below.

Step 3 – Convening and Conducting an Appeal Hearing Meeting

The AHO will set a date, time and location for the Appeal Hearing Meeting. This will normally be within seven working days of the decision by the AHO calling one.

A written summary of the reasons for the appeal will be prepared and provided to the individuals the AHO decides need to be available to contribute to the Appeal Hearing Meeting.

The AHO will assemble such support as s/he feels they require to reach a fair decision and wish to have present at the Appeal Hearing Meeting.

The AHO will chair the Appeal Hearing Meeting and call such people to the meeting as they deem necessary to ask questions and clarify points.

The purpose of the Appeal Hearing Meeting is not to cover ground already clearly understood from the Grievance Hearing Meeting, but to delve into the reason/s for the appeal to see if these are correct.

The AHO will allow such questioning from the appellant as they deem appropriate to add to the information they require to reach a fair decision.

The AHO will adjourn the Appeal Hearing Meeting once s/he is satisfied they have all the information required for them to review and come to a decision.

The AHO will deliberate, reach a decision and inform key participants of that decision within a maximum of seven working days from the date of the Appeal Hearing Meeting.

The AHO's decision is final and any further action the aggrieved individual wishes to pursue will have to be done outside of the Association's processes, for example, through the employment tribunal service or other legal avenues.

A decision will be given in writing, normally within five working days from the hearing. This ruling will be final.

3.3.5 Link with Disciplinary Procedures

Where a grievance is upheld and the evidence indicates that misconduct has taken place, Disciplinary Policy and Procedures will be used to resolve the matter.

3.3.6 Misuse of Grievance Procedures

If a grievance is not upheld and management consider that an employee is misusing the grievance procedure to make unfounded malicious allegations, this will be treated as misconduct and dealt with through the Disciplinary Procedures.

3.4 Capability Management Policy and Procedures

3.4.1 Policy Statement

The Association recognises that from time to time managers and employees may find themselves in a position where they have to deal with the fact that the employee is not meeting the standards of performance expected because of a lack of ability to deliver what is required to meet them.

This situation may come about for a range of reasons, for example, a change to the way a job is done which an employee cannot grasp, introduction of new technology the employee cannot operate, a change in a process the employee cannot seem to follow.

This type of issue would not be dealt with using the Disciplinary Procedure as these are intended for managing matters relating to misconduct rather than issues outside the control of the employee.

This policy and associated procedures are designed to support staff and managers in dealing with issues regarding under-performance due to the employee's identified capability to achieve what is required in a fair and supportive manner.

Where under-performance is linked partly or wholly to a qualifying disability under the Equality Act 2010, the requirements of that Act for reasonable adjustments to the workplace or the job will be taken into account.

3.4.2 The Legal Position

The law affirms that the employer has a duty of care to their employees and the employee is required to deliver the duties they are contracted to carry out to the standards required by the employer.

The employer, through the implied duty of care, must demonstrate they have taken every means within reason to support the employee to reach the standards of performance required or offered suitable alternatives for the employee to remain in a suitable role in the Association where possible.

Continual failure of an employee to meet required standards despite the best efforts of the employer to support them is therefore considered in law a breakdown of the employment contract and the employer has the right to terminate an individual's employment on these grounds and such a termination would be deemed fair.

3.4.3 Responsibilities under the Policy

Employees have a responsibility to

- Achieve a satisfactory level of performance;
- Undertake appropriate training and development to acquire the knowledge, skills and ability required to enable them to perform effectively.

Line Managers are responsible for:

- Setting fair and reasonable standards;

- Ensuring the provision of appropriate induction and training to enable staff to carry out their duties effectively;
- Providing motivation and support to enable employees to achieve standards required;
- Evaluating employees' performance and giving clear and unambiguous feedback about it;
- Dealing fairly with issues of under-performance when they occur using appropriate procedures.

Appropriate members of the Corporate Services Team will provide advice and guidance to Line Managers on legislative and good practice requirements in using Disciplinary Procedures.

3.4.4 Links with Other Policies and Procedures

The key link is with the Association's Performance and Learning Management Procedures.

It is often through this process that under-performance is initially identified. These procedures are not appropriate for dealing with continuous or very serious issues of under-performance which require a much more structured and focused approach by management.

Initial efforts to resolve an under-performance issue may be done through this process; however, a manager may decide that a problem is either not getting resolved quickly enough or in their judgement is too serious to be handled under the Performance and Learning Management Procedures.

At this point an employee would need to be informed by their manager, at a formal meeting, that the decision has been made to transfer the management of their performance from the Performance and Learning Management Procedures to be managed under the Capability Management Policy and Procedures.

This would be part of the Initiation Meeting detailed in the process below.

3.4.5 Capability and Link to Incremental Pay

Where a member of staff has been involved in a Capability Management Process at any point between Annual Performance Appraisals, they will be deemed ineligible for pay movement in that year.

Before taking any action under the provisions of this procedure, Line Managers must consult with an appropriate member of the Corporate Services Team.

Managing Capability Procedure

(a) Stage 1: Setting up and Holding a Capability Management Initiation Meeting

Once a Line Manager has decided that they are transferring the employee's performance management from the Performance and Learning Management Process to the Capability Management Process, they must inform the employee in writing of the fact that this is going to happen, what the process will entail and their rights to accompaniment at future meetings under the process.

The Line Manager will then arrange for a formal meeting to be held where the employee's performance will be reviewed.

The employee will be given a letter stating:

- Appropriate notice of the meeting;
- Details of the time and place;
- Information on the performance concerns under review.

The employee's Line Manager will chair the meeting, the purpose of which will be to:

- Confirm the employee understands what the performance issues are that must be resolved;
- Confirm the employee understands what standards they are required to achieve for their performance to be considered acceptable;
- Agree what training, development, coaching or other support the employee will need to be able to meet the standards required and how this will be arranged and delivered;
- Agree a deadline for when required performance standards must be achieved based on a timetable of when development and support will be delivered;
- Agree review dates to check and confirm progress is being adequately made towards achieving standards required;
- Confirm what the consequences will be in relation to non achievement of standards required.

The Line Manager may elect to have support for themselves at the meeting to assist and advise them in carrying out the process.

The employee will receive a written record of the meeting which will incorporate information about all the points detailed above and will be required to be addressed.

(b) Step 2: Progress Review Meetings and Follow Up

At the end of the review period (established at the first formal interview), the Line Manager will convene and chair a progress review meeting.

The purpose of this meeting will be to

- Confirm if the plan laid out for the employee's development and support has been followed both by management and the employee;
- Evaluate whether or not progress made by the employee towards meeting required performance standards is satisfactory or not.

Where the plan laid out is not being followed, reasons for this need to be explored and a decision made if disciplinary action is needed against whoever is responsible for the plan not being followed.

Where the plan has been followed, an assessment of the current state of the performance of the employee needs to be made and one of the following three conclusions drawn:

- i. The employee has achieved a satisfactory level of performance; or
- ii. The employee's performance has improved but it has not yet reached a satisfactory level; or
- iii. There has been little or no improvement (or further improvement in the case where a meeting is a Step 2 repeat).

In the case of (i) the Line Manager will inform the employee that:

- Their performance is now satisfactory and must be sustained;
- The formal Capability Management Process has been concluded and that their performance will return to being managed under the Performance Management Process.

In the case of (ii) the Line Manager will:

- Inform the employee that progress has been made but there is scope for further improvement;
- Detail where further improvement continues to be needed with clear standards specified;
- Agree what further action will be taken to support the employee to reach the required standards;
- Set the date for the next review.

In this situation the Line Manager will continue to review the performance and set a new review date when Step 2 will be repeated.

In the case of (iii) the Line Manager will:

- Specify where the employee's performance is less than acceptable;
- Set out clear standards and a specific deadline by when the employee must reach these standards;
- Agree what further action will be taken to support the employee to reach the required standards;
- Inform the employee that failure to meet the set standards by the set deadline will result in an Employment Review Meeting being convened which may in turn result in the termination of their employment on the grounds they are demonstrating an inability to reach the capability levels required to carry out the role effectively.

The employee will receive a written record of the meeting which will incorporate information about all the points detailed above and will require to be addressed.

When a manager sets a final deadline for standards to be met, they must notify the Corporate Services Manager that a Final Review Meeting will be taking place, and when.

(c) Step 3: Final Review Meeting

After an employee has been given a final deadline at Step 2 (or repeat of Step 2) for when standards **must** be met, the next meeting will be a Final Review Meeting.

At this meeting the Line Manager will review with an appropriate member of the Corporate Services Team the performance of the employee and adjust whether:

- i. The employee has achieved a satisfactory level of performance;
- ii. The employee has not achieved the required standards of performance required.

In the case of (i) the Line Manager will inform the employee that:

- Their performance is now satisfactory and must be sustained;
- The formal Capability Management Process has been concluded and that their performance will return to being managed under the Performance and Management Process.

In the case of (ii) the Line Manager will:

- Specify where the employee's performance is less than acceptable;
- Inform the employee that an Employment Review Meeting will now be convened to decide what action management will take to resolve the situation.

(d) Step 4: Employment Review Meeting

The Employment Review Meeting will be convened and chaired by the Departmental Director supported by an appropriate member of the Corporate Services Team.

A review of the employee's performance and the steps taken to support them to reach the standards required over the period from the Capability Management Initiation Meeting to the current date will be made.

The employee will have the opportunity to put forward any information they wish to refute or mitigate the view they are failing to meet required standards.

The employee will be informed that they have the right to be accompanied by a trade union representative or work colleague during the interview.

The Departmental Director will then decide which of the following actions to take:

- i. Overrule the Line Manager's view that performance standards are not being met;
- ii. Allow more time for the employee to meet the required standards;
- iii. Terminate the employee's contract of employment on grounds of ongoing failure to demonstrate capability to deliver the duties of their role;
- iv. Offer the employee an alternative role (this may involve an acceptance of a lower salary and can only be done where a suitable role is available).

Where decision (ii) is made, a date for a further Employment Review Meeting date must be set and the employee clearly informed that failure to meet standards by that date will result in either:

- Termination of employment contract;
- Redeployment to a suitable role if available.

(e) Right to an Appeal and Appeal Procedure

Employees will have the right to appeal against any decision made at the Employment Review Meeting.

(f) Appeal Procedure

Employees will have the right to appeal against the decision taken at each of the formal stages. The procedures to be followed are contained within the appeals procedure contained in the Staff Handbook.

3.5 Redundancy

(a) The Policy

Whilst it is the Association's intention to develop and expand its business activities and thus provide a stable work environment for its employees, it must ensure the economic viability of the Association. In this respect, circumstances may arise which necessitate the need for redundancies.

The Association recognises that the decision to make a member of staff redundant will be the last option after considering all other reasonable possibilities. In order to minimise the impact of such reductions, the following procedure will be adopted wherever possible.

(b) Definition of Redundancy

Posts are declared redundant when, in the opinion of the Board of Management, the Association has ceased or intends to cease – (1) to carry on the business for the purposes of which the employee was employed by them, or (2) to carry on that business in the place where the employee was so employed or (b) the fact that the requirements of that business – (1) for employees to carry out work of a particular kind, or (2) for employees to carry out work of a particular kind in the place where the employee was so employed by the employer, have ceased or diminished or are expected to cease or diminish.

Procedure

(c) Consultation

From the date at which the Senior Management Team foresees the potential need for redundancy, the JCC will be advised of the potential redundancy situation.

The Senior Management Team will invite members of the JCC to take part in consultation about possible redundancies. The Senior Management Team will enter into consultation with the JCC to establish whether the proposed losses can be achieved by means other than compulsory redundancies.

Consideration will be given specifically to the following alternative options, subject to the Association's immediate business considerations:

- a. Recruitment of new employees will cease save in circumstances where no existing employee has the qualifications, experience or aptitude for the post.
- b. Staff retraining for any available posts.
- c. All vacancies will be advertised internally in the first instance.
- d. Every effort will be made to transfer staff from sections where redundancy is likely to occur to reasonable alternative employment with the Association.
- e. Overtime working may be suspended. Where this is not possible, employees may be required to accept a change in working hours.

(d) Selection for Redundancy

- a. Where, despite the action detailed in section b), the Senior Management Team is of the opinion that a reduction in the staff establishment is inevitable, it will decide on the number and categories (in terms of salary grade) of staff deemed to be surplus to requirements within each section.
- b. Approval from the Board of Management to the principle of redundancy will be sought.
- c. Employees affected will be advised that compulsory redundancies are proposed and the reasons behind the decision as soon as possible after the decision is made.
- d. Following (a) employees will be selected for redundancy on the basis of objective and factual criteria as determined by the Association, in consultation with the JCC. The prime consideration will be the maintenance of a balanced workforce.
- e. Where all other things are equal in (d) above, employees will be selected for redundancy on the basis of 'last-in first-out' in terms of total service with the Association.
- f. The Association will then enter into immediate consultation on an individual basis with those employees provisionally selected for redundancy. In the course of consultation, employees will be informed of the basis of their selection and invited to make representations on their proposed dismissals.

The Association will take due note of and will give full consideration to any such representations before a confirmed selection for redundancy is made by the Board of Management.

It is recognised that the timescale for completing (c) and (d) must be completed quickly, given the sensitive nature of the matter.

(e) Notice

Where selection has been confirmed, those selected for redundancy will be given notice of termination in accordance with contractual entitlements. Alternatively, salary in lieu of notice may be given, at the discretion of the Association.

(f) Alternative Work and Trial Periods

The Association will make every reasonable effort to grant alternative employment within the Association and, where this exists, to consider redundant employees for suitable vacancies. All redundant employees will be interviewed individually to inform them of available vacancies, to establish individual requirements and to consider employees' suitability for particular jobs. Where an offer of alternative work is made, the employee will be entitled to a four week trial period. If, during the trial period, either the employer or the employee gives notice to terminate the contract, then the employee is still treated as having been made redundant.

Notice to terminate the trial period will be: the employee must give four weeks' notice or the remainder of the trial period (whichever is the shorter) and the Association must give four weeks' notice or the period of any outstanding contractual notice (whichever is the longer).

An employee who refuses an offer of alternative employment, or who resigns during the trial period, will lose their right to a redundancy payment if their refusal or resignation is shown to be unreasonable.

(g) Redundancy Payments

There will be no entitlement to a redundancy payment under this scheme if an employee:

- a. Has less than two years' service with the Association; or
- b. Refuses suitable alternative employment and where, in the opinion of the Association after consultation with the individual, such a refusal is unreasonable; or
- c. Leaves without the consent of the Association before the expiry of the period of notice required by the contract of employment (such consent will not be withheld in the case of an employee who has obtained an offer of employment elsewhere unless the work of the Association would otherwise be impaired).

The Association will make the following redundancy payments to all redundant staff, irrespective of hours of work and who meet the eligibility criteria. These payments are greater than, and include, any statutory entitlement:

Up to age 21	1 week's pay for every full year of service
22 – 40	1½ weeks' pay for every full year of service
41+	2 weeks' pay for every full year of service

- a. All payments made under the scheme may be made without deduction of tax up to a limit of £30,000 (or as stated by tax legislation at that time) for those individuals who have had two or more continuous years of service with the Association. For redundancy payments which exceed £30,000, the excess over £30,000 will be liable to a deduction of tax as advised by the Inland Revenue.
- b. 'A week's pay' is defined as the basic salary payable at the date of termination of employment divided by 52. The Association will not impose any upper limit on what may be defined as 'a week's pay' under this definition.
- c. Maximum entitlement: A maximum of 20 years' service will count when calculating the redundancy payment.
- d. All employees who receive redundancy payments will receive written notification of the way in which their redundancy pay has been calculated.

(h) Counselling and Support

- a. Subject to the Association's operational needs, employees will be given permission to take a reasonable amount of time off work during their notice period to attend interviews or seek retraining opportunities. Requests for time off should be made in the first instance to the Director of Finance & Corporate Services.
- b. The Association will also endeavour to assist employees for whom alternative work cannot be found in the Association to find other employment elsewhere. Individual counselling will be offered and resources such as typing and stationery to assist with the preparation of CVs / job applications, etc will be made available to employees.

(i) Appeals

Any employee selected for redundancy may appeal against the decision.

3.6 Managing Retirement

Following the removal of the default retirement age with effect from 1 October 2011, the Association will not assume that employees will finish their working life at any specific age and consequently Line Managers will need to talk to employees to understand their intentions.

It is helpful to understand the intention of employees with regard to their future career as far as is possible to enable the Association to undertake workforce planning and to assist employees in their career planning process. The Association will continue to discuss with all employees, irrespective of age, their short, medium and longer term career aspirations.

We would like employees to engage in open and transparent discussion with their appropriate Line Manager, specifically in relation to any retirement plans they may have, as early as possible in their career planning process.

It is acknowledged that individual intentions to retire can change due to a variety of personal circumstances and any informal discussions will only be progressed formally once notice to resign has been given.

It is recognised that employees, at whatever stage of their working life, may wish to change their working pattern to suit their individual circumstances. It may therefore be possible to agree a flexible working approach whether or not this is intended to lead directly towards a full retirement.

Should an employee wish to work more flexibly (eg reduced hours), then that request would be considered as a flexible working request.

A meeting to discuss retirement could, however, include a discussion around flexible working as it may be helpful to consider the different options available and how appropriate these might be to the department and the individual at the same time.

Employees considering retirement may wish to investigate how certain options may affect their retirement benefits. Any retirement benefit queries should be referred to the Pensions Trust.

SECTION 4

Operational Policies and Procedures

The following policies are key to the employee's knowledge about the Association's position on key issues and processes about how matters arising from them are handled.

The list below gives a brief summary of what each policy and / or procedure covers.

The full detailed documents can be viewed on CONNECT.

Equality & Diversity Management Policy

In all areas of our activity no-one will be treated less favourably on the basis of any criteria and aims to give people protection against being treated unfairly and we are committed to ensure that throughout our organisation there will be a consistent approach to promoting equality and diversity.

Benefits, Gifts, Hospitality and Anti-Bribery Management Policy and Procedures

The Association takes a zero tolerance approach to bribery and corruption and is committed to acting professionally, fairly and with integrity in all our business dealings and relationships. This policy and procedures are under review. In the meantime, please refer to Section 1.3a of the Staff Handbook.

Openness, Confidentiality and Freedom of Information Policy

The objective of this policy is to state clearly how the Association will maintain an appropriate balance between openness and confidentiality whilst taking account of the law and of good practice.

Recruitment and Selection Policy & Procedures

The overall policy objective is to ensure that individuals are selected, based on aptitude, skills and the ability to carry out the requirements of a job and are not discriminated against on the grounds of gender, marital status, disability, race, colour, nationality, ethnic origin, religion, age or sexual orientation.

Whistleblowing Policy

This policy is designed to enable employees to raise concerns of wrongdoing to the attention of their employers or a relevant organisation. This is known as 'blowing the whistle' or 'whistleblowing'.

Staff Training and Development Policy & Procedures

This policy is designed to ensure that training and development activities support the attainment of the Association's objectives and enhance the contribution that employees make in their day to day roles.

No Smoking Policy

This policy outlines the Association's zero tolerance stance on smoking in the workplace, smoking in Association vehicles and members of staff who will be visiting customers' homes.

Employee Performance & Learning Policy & Procedures

The policy is designed to ensure that training and development activities support the attainment of the Association's objectives and enhance the contribution that employees make in their day to day roles.

Stress & Wellbeing Management Policy

This policy explains the action that the Association is taking as an employer with regard to stress-related problems in the workplace.

Employee Induction Policy & Procedure

This policy and set of procedures lays out the responsibilities of the Corporate Services Team and Line Managers when inducting new staff members to the Association and also existing members of staff who are changing roles.

Respect at Work Policy

The aim of this policy is to ensure that all members of staff understand that they have a duty to respect their fellow workers and to promote positive working relationships.

Employee Joint Communication and Consultative Committee (JCC) Operating Rules

The purpose of the Joint Consultative Committee (JCC) is to enable and encourage the flow of business information and consultation on key business decisions between the Association and its employees; provide a forum for collective views of employees to be aired and passed to the management of the Association for consideration and to aid and influence decision making.

Internet and Email Usage Policy

This policy details standards for the use of internet and email facilities for Port of Leith Housing Association purposes.

IT Security Policy

The objectives of the IT Security policy are to protect tenants, applicants, suppliers and staff from having their personal data fall into unauthorised hands and to protect the Association's databases, software and hardware from unauthorised users and uses.

Mobile Phone Operation When Driving Policy

This policy is for those members of staff for whom the Association provides mobile phones for business use and for staff whose duties regularly take them out of the office. It outlines the expected behaviour on use of mobile phones when driving.

Substance Misuse Management Policy

The objective of this policy and procedure is to help recognise when alcohol, drugs or solvent misuse may be affecting people's health, work performance or relations with colleagues and to encourage staff to speak to their Manager should they have an alcohol, drug or solvent abuse problem.

Data Protection Policy

This policy demonstrates how the Association has adopted and operates procedures to protect the rights and privacy of individuals in accordance with the Data Protection Act 1988.

Contribution Pay Guidelines

Under review for 2015/16. To follow.

Job Evaluation Policy & Procedures

Under review for 2015/16. To follow.

Adverse Weather Policy

The policy outlines the procedure to safely maintain services during adverse weather conditions.

Home Working Policy

This policy details arrangements and conditions where employees can work at home instead of at their workplace.