

# **MELVILLE HOUSING ASSOCIATION LTD**

## **EMPLOYEE HANDBOOK**

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# CONTENTS

**ABSENCE**  
**ALCOHOL AND DRUGS MISUSE**  
**ANNUAL HOLIDAYS**  
**ANTI-BRIBERY AND CORRUPTION**  
**BRING YOUR OWN DEVICE TO WORK**  
**COMPUTERS AND ELECTRONIC COMMUNICATIONS**  
**CODE OF CONDUCT**  
**CONDUCT AND STANDARDS**  
**DATA PROTECTION**  
**DISCIPLINARY POLICY AND PROCEDURE**  
**DISCLOSURES AND DISCLOSURE INFORMATION**  
**DOMESTIC VIOLENCE**  
**EQUALITY, DIVERSITY AND INCLUSION**  
**FLEXIBLE WORKING**  
**GRIEVANCE**  
**HARASSMENT AND BULLYING**  
**HOURS OF WORK & FLEXTIME POLICY**  
**MATERNITY AND ADOPTION LEAVE**  
**MONITORING**  
**PARENTAL BEREAVEMENT LEAVE**  
**PARENTAL LEAVE**  
**PATERNITY LEAVE AND PATERNITY PAY**  
**PERSONAL RELATIONSHIPS AT WORK**  
**PUBLIC INTEREST DISCLOSURE ('WHISTLEBLOWING')**  
**RETIREMENT**  
**SHARED PARENTAL LEAVE**  
**SICK PAY**  
**SMOKING POLICY**  
**SOCIAL NETWORKING SITES AND BLOGS**  
**TIME OFF FOR DEPENDANTS**  
**TRAINING**  
**TRAVEL AND EXPENSES POLICY**  
**VEHICLES AND DRIVING**

## **WELLBEING**

# Absence

## What this policy covers

This policy applies to employees and workers.

The purpose of this policy is to ensure that those who are genuinely unwell are treated fairly and consistently, while minimising the impact of sickness absence on the Association.

The policy sets out procedures for reporting sickness absence and for the Association's management of short-term and long-term absence. Any absences that are disability-related will be managed in accordance with relevant legislation and related Codes of Practice.

This policy also contains information on your entitlements in relation to paid and unpaid time off work for reasons other than sickness.

The absence definitions covered within this policy are:

**Short Term Absence** = A single period of absence of 1-7 days (including weekends) covered by a self-certificate.

**Persistent Short Term Absence** = three short term absences of related or unrelated minor ailments.

**Long Term Absence** = Absence for more than 7 days.

**Unauthorised Absence** = Absence which is not supported by medical evidence (Fit Note) or has not been reported and authorised by the Line Manager.

**Authorised Absence** = Absence which has previously been approved by the Line Manager.

## Your responsibilities

### Breach of absence procedures

Breach of any of the absence reporting procedures detailed below, including those relating to the notification of absence or provision of a medical certificate, may result in disciplinary action. Any periods of absence that are unauthorised may be treated as gross misconduct and could lead to your dismissal without notice from the Association. Unauthorised absence will not be subject to pay. Unauthorised absences will be dealt with in accordance with the Association's Disciplinary Procedure and will be unpaid.

It is recognised that following investigation an absence may be authorised retrospectively, which could mean an adjustment to an Employee's pay to correct any deduction of pay following a period of unauthorised absence.

### Frequent short-term absence

Persistent absenteeism has a detrimental impact on your colleagues and on the Association as a whole. If it is considered that your absence level is a cause for concern, the Association may meet with you to investigate the situation fully.

When an employee has 3 short term absences, managers should discuss this with the employee during the return to work meeting. The aim of this is to support the employee by identifying and dealing with any underlying causes that may be the reason for the absence.

For example if an employee is off sick often, there may be an underlying medical problem which may need further investigation. Highlighting the frequency of the illnesses and discussing it with the employee and agreeing with them to seek medical advice could prevent the condition developing into something more serious.

This discussion should be noted on the Absence Notification Form - Part D (see appendix 1).

If this problem is noted more than three times in a rolling 12 month period for the same employee then a meeting should be arranged with the employee and their Line Manager to discuss if further action such as counselling is necessary or whether disciplinary action should be considered. A note of this meeting should be taken and put in the employee's personnel file.

At any stage in dealing with persistent short term absences the Line Manager may request the employee's written permission to obtain a medical report from their GP/Doctor. The employee is under no obligation to give their permission for any such report.

Alternatively, at any time during this process, the Line Manager, may choose to refer the employee to a medical advisor chosen by the Association. The employee will not unreasonably withhold their agreement to attend an independent medical examination.

Under the Access to Medical Reports Act 1988 the employee has the right to access any medical reports relating to them which have been supplied by a medical practitioner.

The Association cannot sustain frequent short-term absences, even if the reasons for the absences are genuine. Therefore, unacceptable levels of absence will be subject to disciplinary proceedings. The Association will take into account the reasons, frequency and pattern of your non-attendance in determining an appropriate course of action.

If you are issued with a formal disciplinary warning, you will be advised as to the level of attendance which the Association expects of you. If you fail to achieve this level of attendance further disciplinary action may be taken.

### Medical report

It may be necessary for the Association to obtain a medical report during the course of your employment in order to gather further information about your medical condition, its probable effect on your future attendance at work, your ability to do your job and whether there are any reasonable adjustments to be made, if appropriate.

Although you have the statutory right to withhold your consent to the Association to approach your GP or consultant for a medical report, if you do choose to withhold your consent to our application, the Association may need to assess your state of health and its impact on your continued employment without the benefit of professional medical advice.

You may also be required to undergo a medical examination by a doctor nominated by the Association. The Association will be entitled to receive any report produced in connection with any such examination, and the Association may discuss the contents of the report with the doctor in question.

If you refuse to undergo a medical examination without good reason, this may be viewed as a failure to follow a reasonable management instruction and could result in disciplinary action, up to and including dismissal without notice.

### Medical suspension

If the Association becomes concerned about your health and safety at work, or that the health and safety of others is being affected by your physical and/or mental health, you may be suspended on medical grounds pending further investigation to establish that you are fit to work. You will receive full pay during the period of your suspension.

## **Your entitlements**

### Non business absences

Non business absence is divided into two categories - those classed as special leave for which time is given and those which time has to be made up, as follows:

- Absences with special leave are hospital, physiotherapy or emergency appointments and by prior agreement, employee counselling services paid for by the Association where appointments are within the working day. In these cases the employee's normal start/finish times will be used to calculate the time granted for attendance.
- Absence for which time must be made up by employees would be appointments that could be made outwith business hours or by using flexi-time for example doctor, dentist, driving lessons or driving test. Where possible, you are requested to arrange any medical or dental appointments outwith working hours, however this may not always be possible for some medical appointments. If this is not possible, you must obtain permission from management before taking any time off and appointments should be arranged at the beginning or end of your working day to minimise any disruption to the Association. Unless otherwise agreed, you will not be paid for any time off as a result of medical or dental appointments, with the exception of antenatal appointments.

#### Jury service

You are entitled to time off work for jury service. You should notify management immediately on receipt of the jury summons, giving full details.

You will be paid for your time on jury service at your normal rate of pay. Overtime rates will not apply.

#### Time off for religious observance

You should make any requests for time off for religious observance to your manager as early as possible. Although you have no legal or contractual right to religious leave or time off to pray, the Association will consider all such requests.

Time off for religious observance must be taken from your rest periods or annual holiday entitlement. Alternatively, at the Association's discretion, you may work additional hours in lieu of the time taken off.

If you wish to take the time off as annual holiday, you should make the request in accordance with the Association's annual holiday procedures. For the avoidance of doubt, the Association's rules relating to annual holiday will apply.

#### Bereavement leave

When a dependant dies, an employee is entitled to take time-off to make funeral arrangements as well as attend the funeral. If the funeral is not local the Association and the employee will agree a length of absence, which is reasonable in the circumstances.

Paid leave will be given only in the event of the death of a dependant.

- Up to six days paid leave may be allowed for a death in the employee's immediate family (i.e. parent, child\*, adopted/foster child, spouse or partner, brother, sister, grandparents).
- Up to 2 days paid leave may be granted in other cases of bereavement of a close relative (i.e. son/daughter in law, aunt, uncle, grandchildren, great grandchildren, godchildren).
- Up to 1 days' paid leave will be granted for other family or close friend (i.e. cousin, great aunt/uncle or business partner).

Discretion by the Chief Executive maybe given to employees who are required to attend a funeral that is not held locally.

\*In the event of the death of a child this entitlement will be inclusive of the statutory right to paid time off.

### Adverse weather and other exceptional circumstances

If you are unable to attend work due to adverse weather conditions or other exceptional circumstances, you will not be paid for any periods of non-attendance. You may request to take paid holidays or work additional hours at an alternative time to make up for the time you have been absent. The Association reserves the right to refuse such requests depending on the needs of the business.

If the Association cannot operate due to these exceptional circumstances, it reserves the right to require you to take holidays during this time or impose a period of lay-off, when appropriate. The Association also reserves the right not to provide you with advance notice of this requirement.

### Other types of leave

The Association will adhere to statutory requirements in providing time off when you have commitments relating to public office or role, trade union duties and activities and the Armed Forces Reserves. You should discuss such requests for time off with your manager at the earliest opportunity in order to work out the necessary arrangements, allow planning time and work with your manager to minimise any potential disruption to the Association.

### Disabilities

If you have a disability that impacts on your attendance at work, the Association will give consideration to whether there are any reasonable adjustments that could be made to your job or other aspects of your working arrangements to minimise absenteeism or assist your return to work.

## **Absence-reporting procedures**

### Sickness absence reporting

You should notify the Association of your absence in accordance with the Absence Reporting clause contained within your Contract of Employment.

It is important that employees make personal contact and only if it is impossible may a message be passed on by an employee's relative, close friend or neighbour. If your manager is unavailable you should contact someone in a position of authority in the Association.

Please Note: Notification of an absence by SMS text or email messaging is not generally a form of notification acceptable to the Association. If necessary, this method may be used as initial contact, and the Line Manager may request that the member follows up their contact by phone.

You should provide the reason for your absence, an estimate of how long you expect to be off work, a telephone number by which you can be contacted and details of any outstanding or urgent work that requires attention. Your colleagues will be advised of your absence, but not the reason for the absence.

When a line manager receives a telephone call notifying the Association of an employee's absence, they must complete Part A of the Absence Notification Form. This is available from your manager.

On the employee's return to work their Line Manager should complete Part B of the form and pass it to the employee to complete the self certification section - Part C. At this point the Line Manager should also arrange a meeting with the employee. It is important that this meeting takes place as early as possible on the day of their return to work.

At the return to work meeting the employee should attend with the completed Absence Notification Form and the Line Manager and employee should then complete Part D together during the briefing.



Following the return to work meeting the fully completed form should be passed to the PA to the Chief Executive who will update the employee's personnel record. All absence certificates will be held in the employee's personnel file.

### Medical certification

For absences between 1 - 7 days (including weekends) employees must complete and sign section C of the self certification form. This will be done before the Return to Work meeting with their Line Manager.

However, if you are entitled to contractual sick pay (please see your contract of employment for details) you may also be required to provide the appropriate medical certification for absences of fewer than seven days.

If your absence lasts more than seven calendar days, you must forward a medical certificate, completed by a medical practitioner, to your line manager by the 11th day unless they have been advised to bring it in on their return to work in order to cover the absence. If the absence continues beyond the period covered then subsequent Fit Notes must be received by the Association within 4 working days of the end of the period covered by the previous Fit Note. When received, the contents of the Fit Note will be shared with the line manager.

The medical certificate must be submitted as soon as possible. If you unreasonably delay in providing a medical certificate, your absence will be classed as unauthorised.

If, on a medical certificate, your doctor recommends any adjustments to your duties, hours or working conditions, the Association will discuss these with you and implement the recommendations, if these are reasonably practicable.

Failure to comply with the arrangements to assist your return to work without good reason may be treated as misconduct and may result in disciplinary action.

It is essential that you keep the Association updated on the reasons for your continued absence and its estimated duration. You should contact the Association daily during periods of absence unless you are instructed otherwise by your manager. You should also contact the Association before the expiry of your medical certificate if you continue to be unwell. In addition, a further medical certificate should be submitted immediately on expiry of the previous certificate. Failure to contact the Association or submit a medical certificate at this time may result in the interim absence being classed as unauthorised.

### Procedure for return to work

You should contact your manager as soon as you become aware of your intended return date. If this date changes, you should update the Association immediately.

### Return to work meeting

Your manager will interview you on your return to work following a period of absence. The reasons for your absence will be discussed and your manager will decide whether the absence should be authorised. The onus is on you to satisfy management that there was a genuine medical reason for the absence.

### Long-term absence

#### Welfare meetings

During a period of long-term absence, you are required to attend any scheduled welfare meetings with the Association. The purpose of these meetings is to discuss your current state of health, how long you expect to be absent from work and what steps, if any, the Association can take to facilitate your return to work.

Following one month of continuous absence, covered by Fit Notes, the Line Manager will arrange a Welfare Meeting with the employee. The location of the meeting will be agreed between the Line Manager and the employee and its purpose will be for the following:

- To maintain contact with the employee,
- To obtain an indication, where possible, of a return to work date,
- Discuss support or assistance which may be given to provide assistance to the employee with his/her return to work,
- Discuss any concerns or answer any questions regarding the absence, or the employee's continuing employment with the Association

If you are medically incapable of attending your place of work, a representative of the Association will come out to visit you. If the time scheduled for the meeting is not suitable, you should contact the Association immediately so that an alternative time can be agreed. You are also required to respond to any correspondence from the Association and any requests for information about your health.

Where the employee's absence continues and there is no known timescale for the absence ending then a meeting will be arranged with the employee (who may choose to be accompanied by a fellow worker or trade union official only) and their Line Manager plus another representative of Melville to take the minutes of the meeting. The location of the meeting will depend on the employee's condition and its purpose will be to consider whether the employee should be referred to an independent Medical Advisor on behalf of the Association.

Under the Access to Medical Reports Act 1988 the employee has the right to access any medical reports relating to them which have been supplied by a medical practitioner.

Following receipt of the medical report the Line Manager will meet with the employee to discuss available options.

Where it has been agreed that the employee will be returning to work by a specific date, the Line Manager will consider the need for the following to help ease their return to work:

- A fresh induction programme and any refresher training,
- Recommending the employee returns on a phased basis with gradual increase of hours in a planned and measured way, taking medical advice as necessary.

#### Medical certification

You should continue to provide medical certificates, completed by your medical practitioner, even if you have exhausted your entitlement to sick pay.

#### Failure to co-operate

The Association will always be sensitive to your physical and mental wellbeing during periods of long-term absence. However, where there is a failure, without good reason, to co-operate with the Association in relation to attending meetings, communicating effectively, attending occupational-health assessments and providing necessary information, this may be treated as misconduct and the Association may take disciplinary action.

#### Termination of employment

The Association is committed to supporting you during your absence and assisting your return to work. However, a prolonged period of absence cannot be sustained indefinitely, and the Association may need to review your continued employment periodically. Before any decision is made in relation to termination of your employment on the grounds of capability, the Association will consult fully with you and may obtain up-to-date medical advice.

# **Alcohol and Drugs Misuse**

## **What this policy covers**

This policy applies to employees, workers and contractors.

The purpose of the policy is to set out the Association's position on drug or alcohol misuse in the workplace, to protect the health and safety of workers and to comply with relevant legislation.

Breaches of the policy may be viewed as gross misconduct and may result in disciplinary action up to and including dismissal without notice.

## **Your responsibilities**

You must not be under the influence of drugs or alcohol when you report for work or during working time.

If you are taking medication or herbal remedies that may affect your work performance, or the safety, of yourself or others, you must inform the Association as soon as possible of which medication you are taking and the possible side effects.

The Association reserves the right to require you to undergo testing for alcohol or drugs in certain circumstances.

## **Support for alcohol or drug misuse problems**

If you have, or believe you may have an alcohol or drug problem, you should inform the Association and seek medical advice before it affects your performance or conduct at work. If you come forward and seek help for an alcohol or drug problem you will be treated sympathetically and any discussions will remain confidential.

The Association will treat any absence due to drug and alcohol abuse in the same way as sickness absence on condition that you have obtained professional help and/or are receiving treatment. However, you must not be under the influence of alcohol or drugs at work throughout this time of support.

The use, possession, storage, transportation, promotion and/or sale of illegal drugs are forbidden in any situation connected to the Association. The Association reserves the right to involve the relevant authorities if it is deemed appropriate.

You are also expected to comply with any third party site rules, policies and procedures.

## **Procedure**

The Association will take all reasonable steps to prevent anyone carrying out work-related activities, if they are considered to be unfit or unsafe to undertake the work as a result of drug or alcohol consumption.

If you are suspected to be under the influence of alcohol or drugs during working hours or on Association premises, the Association reserves the right to send you home. This type of incident may be viewed as a gross misconduct offence and dealt with under the Association's Disciplinary Procedure, which could result in dismissal without notice. If the Association has reasonable grounds to believe that you were under the influence of drugs and/or alcohol at work you will not be paid for this day.



# Annual Holidays

## **What this policy covers**

This policy sets out the rules and procedures in relation to taking annual holidays. It applies to all employees and workers.

## **Your entitlements and responsibilities**

Details of the holiday year and your annual holiday entitlement can be found in your Contract of Employment.

### Accrual of holidays

Annual holiday entitlement during your first year of employment accrues at the rate of one-twelfth of the full annual holiday entitlement, on the first day of each month, in advance.

You will not be permitted to take annual holiday during the first year of employment before it has accrued, unless otherwise agreed. Thereafter, you will be entitled to your full annual holiday entitlement each year and there will be no requirement to accrue holiday rights.

### Timing and length of holidays

You are not normally permitted to take more than two weeks' holiday at any one time, except at the sole discretion of the Association.

The Association may require you to reserve a specified amount of annual holiday entitlement to be taken at a time set by the Association, depending on the needs of the business. The Association reserves the right not to provide you with advance notice of this requirement.

### Carrying over unused holidays

You are permitted to carry over up to five days accrued annual holiday entitlement from one holiday year to the next. In exceptional circumstances, a maximum of a further five days may be carried over by obtaining written approval from the Chief Executive - all such requests should be made in writing (including email).

If you are planning a special 3 or 4 week holiday or have a family emergency you may apply to borrow 5 days from the next leave year. Applications to use leave in this way must be approved by the Chief Executive.

### Holiday during long-term absences

You will continue to accrue your full holiday entitlement during sickness absence.

You are permitted to take annual holiday during periods of sickness and this must be requested via the normal procedure.

If you have been unable to take annual holiday due to long-term sickness you may be permitted to carry over part of your unused annual holiday from one holiday year to the next.

### Termination of employment

The Association may require you to take all or part of any outstanding holiday entitlement during a period of notice to terminate employment or garden leave. The Association reserves the right not to provide you with advance notice of this requirement.

Upon the termination of your employment, for whatever reason, you will be entitled to be paid for holiday accrued but not taken in the current holiday year, at the date of termination of employment.

If upon the termination of your employment you have taken more annual holiday than you have accrued in the current holiday year, an appropriate deduction will be made from your final payment.

If you are dismissed for gross misconduct or if you fail to give the required notice on resignation, you are not entitled to be recompensed for unused holidays in excess of the minimum statutory entitlement.

### Unauthorised holidays

If you are absent from work on a date on which a holiday request has been refused, the Association will investigate the reason for your absence. If the Association considers that you do not have a reasonable explanation for your non-attendance, you may be subject to disciplinary action, up to and including dismissal without notice.

### Sickness and holidays

If you are taken ill or sustain an injury during a period of authorised holiday, you may be permitted to take the holiday at a later time. You must follow normal absence reporting and medical certification procedures.

If you are absent from work due to sickness immediately prior to a period of authorised holiday and your incapacity extends into the authorised holiday period, you may be permitted to delay the period of holiday until a later time. You should submit a written request to postpone the planned holiday, together with a medical certificate completed by a medical practitioner.

If you receive more than the statutory minimum annual holiday entitlement and you are absent without authorisation on the day before or the day after a public holiday, the Association reserves the right to withhold holiday pay in respect of that public holiday.

### Office Closed Days

Total leave entitlement includes twelve to fourteen days per year when the office is closed (a combination of some recognised Public Holidays and other days which the management have agreed the office will remain closed):

Good Friday and Easter Monday

One Monday in September

10/11 days over the Christmas and New Year period to implement an annual shutdown period.

Full details of the dates of these public holidays will be notified to employees as soon as they have been approved by the Board. Office closed days will be deducted from your total leave entitlements.

## **Procedure**

### Procedure for requesting holidays

All periods of annual holiday must be authorised in advance by your manager. You must not make firm holiday arrangements before receiving confirmation from your manager that your request has been authorised.

All annual Leave and flexi days (i.e. days when the office is not closed) should be requested through the Astrow web system. Approved leave will be deducted from the holiday card shown in Astrow Web and the number days leave remaining will be shown on the holiday card.

It is important that you check the leave diary and consult your Line Manager to ensure that sufficient cover is available in the section before requesting leave.

Requests for annual holiday will normally be granted on a 'first come, first served' basis. Owing to the needs of the business, the Association reserves the right to limit those who are permitted to take holiday at the same time. The granting of all holiday requests will be subject to adequate cover being available and the overall needs of the Association.





# **Anti-Bribery and Corruption**

## **What this policy covers**

This policy applies to all individuals working at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded staff, home-workers, casual workers, agency staff, volunteers, interns, agents, sponsors, or any other person associated with us, or any of our subsidiaries or their employees, wherever located (collectively referred to as "workers" in this policy).

It is the Association's policy to conduct all of our business in an honest and ethical manner. The Association will not tolerate any acts of bribery and corruption and is committed to acting professionally and ethically in all our business dealings and relationships, wherever we operate, and we are committed to implementing and enforcing effective systems to counter bribery.

The purpose of this policy is to ensure that you are aware of your duties towards the Association to report and help to prevent any acts of bribery across the organisation.

## **What is bribery?**

A bribe is an inducement or reward offered, promised or provided in order to gain a commercial, contractual, regulatory, or personal advantage.

The Bribery Act 2010 contains two general offences covering the offering, promising or giving of a bribe ("active" bribery) and the requesting, agreeing to receive or accepting of a bribe ("passive" bribery). The Act also introduces a new form of corporate liability for failing to prevent bribery on behalf of a commercial organisation.

An individual who is found to have committed an offence of bribery can be imprisoned for a term of up to ten years, and the Association could face an unlimited fine for any bribery related offences committed by a person associated with us. The implications for the Association are very serious; for example, we could be excluded from tendering for public contracts and could suffer inevitable damage to our reputation. We therefore take our responsibilities in this regard very seriously.

As a result, you are required to comply with the procedures which the Association has put in place to prevent persons associated with us from committing acts of bribery and corruption.

## **Your entitlements and responsibilities**

The purpose of this policy is to set out the Association's responsibilities, and the responsibilities of those working for us, in observing and upholding our position on bribery and corruption; and to provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.

In this policy, any references to "third parties", means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

## **Gifts, Hospitality, Promotional, and other Business Expenditure**

This policy should be read in conjunction with the Association's Entitlements, Payments and Benefits Policy. This policy does not prohibit normal, modest and appropriate hospitality (given and received) to or from third parties. Hospitality and promotional, or other business expenditure which seeks to improve the image of the Association, or to establish cordial relations with our clients, suppliers and business partners, is recognised as an accepted and important part of doing business.

Subject to prior authorisation by a member of the Chief Executive or the Chief Operating Officer, the Association may allow reasonable and proportionate hospitality and promotional or other similar business expenditure intended for these purposes. However, offers or receipts of hospitality and other similar business expenditure can be employed as a form of bribery. It is therefore essential that any such corporate gifts and receipts of this nature are reported and duly authorised.

The giving or receipt of gifts is not prohibited, if the following requirements are met:

- it complies with the Association's Entitlements, Gifts and Hospitality Policy;
- it is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
- it complies with local law;
- it is given in the Association's name, not in your name;
- it does not include cash or a cash equivalent (such as gift certificates or vouchers);
- it is appropriate in the circumstances, for example, it is often customary for small gifts to be given at Christmas time;
- taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time;
- it is given openly, not secretly; and
- gifts should not be offered to, or accepted from, government officials or representatives, or politicians or political parties, without the prior approval of the Chief Executive or Chief Operating Officer.

In all circumstances, the test to be applied is whether, the gift or hospitality is reasonable and justifiable.

It is not acceptable for you (or someone on your behalf) to:

- give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;
- accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;
- accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by the Association in return;
- threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or
- engage in any activity that might lead to a breach of this policy.

#### Facilitation payments

We do not make, and will not accept, facilitation payments or "kickbacks" of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official.

If you are asked to make a payment on the Association's behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the Chief Executive or the Chief Operating Officer.

Kickbacks are typically payments made in return for a business favour or advantage. All workers must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

#### Recording the receipt and giving of gifts

You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to managerial review. Please refer to the Association's Entitlements, Payments and Benefits Policy for advice and guidance on registering and declaring gifts and hospitality.

You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with our expenses policy and specifically record the reason for the expenditure.

All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness.

You must ensure that you read, understand and comply with this policy.

The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. All workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.

### **Procedure**

#### Reporting a concern

You must notify the Chief Executive or the Chief Operating Officer as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. For example, if a third party, client or potential client offers you something to gain a business advantage with the Association, or indicates to you that a gift or payment is required to secure their business.

Any breach of this policy will normally be a disciplinary offence, which could result in your dismissal for gross misconduct.

You are encouraged to raise concerns about any issue or suspicion 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 the Chief Executive or the Chief Operating Officer. Concerns should be reported by following the procedure set out in the Association's Whistleblowing Policy.

**It is important that you notify the Chief Executive or the Chief Operating Officer as soon as possible if you are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity.**

#### Confidential and safe reporting procedures

Those who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy.

The Association is committed to ensuring that no one suffers any detrimental treatment as a result of raising any concerns under this policy. If you believe that you have suffered any such treatment, you should inform your line manager immediately. If the matter is not remedied, then you should raise it formally using our Grievance Procedure which can be found in the Employee Handbook. Where the Grievance procedure is not applicable you should raise a formal complaint.

#### Training and implementation

Training on this policy forms part of the induction process. You will receive regular, relevant training on how to implement and adhere to this policy.

Our zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate thereafter.

The Chief Executive has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

The Chief Executive will have primary and day-to-day responsibility for implementing this policy, and for monitoring its use and effectiveness and dealing with any queries on its interpretation. Management at all levels are responsible for ensuring those reporting to them are made aware of and understand this policy and are given adequate and regular training on it.

# Bring Your Own Device to work

## **What this policy covers**

This policy applies to employees, workers and contractors.

This policy sets out the Association's guidelines on using your personal mobile device such as a tablet, smartphone, PDA and laptop or notebook computer to access the Association's computer and electronic communication systems for business purposes and the action that will be taken when breaches of the policy occur.

You are only permitted to use your device to access the Association's systems for business purposes in accordance with the Association's policies detailed in the Employee Handbook but in particular, the Computers and Electronic Communications Policy, Data Protection Policy, Monitoring Policy and the following guidelines.

## **Your responsibilities**

You must adhere to these guidelines wherever you use your device for business purposes, both during and outside your working hours.

When you access Association systems using your device, you will have access to Association data. This includes but would not be limited to data about the Association, our customers, clients, distributors, suppliers and other business connections, including information which is confidential, proprietary or private.

When you access the Association's systems using a device, you must take adequate steps to protect any data which is confidential, proprietary or private, and you are not permitted to disclose such data without the Association's prior authorisation.

When you access the Association systems using a device, you should be aware that the Association is exposed to a number of risks which include:

- the loss or theft of the device (which could result in unauthorised access to our systems or Association data);
- the threat of malware (such as viruses, worms, spyware, Trojans or other threats that could be introduced into the Association's systems via a device); and
- the loss or unauthorised deliberate alteration of Association data (including personal and confidential information which could expose the Association to the risk of non-compliance with any legal obligations of confidentiality, data protection and privacy).

Such risks could result in damage to the Association's systems, our business and our reputation therefore you must have the Association's prior authorisation of your device and your use of it for business purposes.

You must not take a device you use for business purposes out of the European Economic Area (EEA) without the Association's prior authorisation.

Using your device for business purposes will be at your own risk and the Association will not be responsible for any losses, damages or liability arising out of its use.

The Association will not provide technical support for devices. If you use a device for business purposes you are responsible for any repairs, maintenance or replacement costs and services. You must pay for your own device costs under this policy, including voice and data usage charges and any purchase and repair costs.

All employees are responsible for the success of this policy. Any misuse or suspected misuse of a device or breach of this policy should be reported to your manager.

### Association data

The contents of our systems and Association data are our property. All materials, data, communications and information, including but not limited to e-mail (both outgoing and incoming), telephone conversations and voicemail recordings, instant messages and internet and social media postings and activities created on, transmitted to, received or printed from, or stored or recorded on, a device during the course of business or on the Association's behalf is our property.

### Processing personal data

When you access the Association's systems using a device, you may have access to the personal data of other individuals and of our customers and clients that is being processed within the Association's computer systems. Where this is the case, the Association relies on you to help meet its data protection obligations to employees and to customers and clients.

If you have access to personal data, you are required:

- to access only data that you have authority to access and only for lawful purposes;
- not to disclose or copy data without the Association's prior authorisation;
- to keep data secure; and
- not to store personal data on your personal device.

Failing to observe these requirements may amount to a disciplinary offence which will be dealt with under the Association's disciplinary procedure.

Significant or deliberate breaches of this policy, such as accessing employee or customer data without authorisation or a legitimate reason to do so, may constitute gross misconduct and could lead to your dismissal without notice.

### Monitoring your device

We reserve the right to monitor, intercept, review and wipe, without further notice, all Association data on your device. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, log-ins, recordings and other uses of the device, whether or not the device is in your possession.

Monitoring, intercepting, reviewing or wiping of Association data on your device will only be for legitimate business purposes, in order to:

- prevent misuse of the device and protect Association data;
- ensure compliance with our rules, standards of conduct and policies in force from time to time (including this policy);
- monitor performance at work; and
- ensure that employees do not use our facilities or systems for any unlawful purposes or activities that may damage our business or reputation.

It is possible that personal data may be inadvertently monitored, intercepted, reviewed or wiped. Therefore you should have no expectation of privacy in any data on the device. You are advised not to use Association systems for any matter intended to be kept private or confidential.

The Association may also store copies of the data (including personal data) on your device for a period of time after they are created and may delete such copies from time to time without notice. The Association may obtain and disclose copies of the data on your device (including personal data) for legal purposes or disciplinary investigations.

The Association will not track your device via GPS or location based Wi-Fi without your prior consent.

### Security requirements

When using a device to access Association systems, in order to maintain the systems' security, you must:

- consent to our efforts to manage your device and secure Association data, including providing us with any necessary passwords;
- at all times, use your best efforts to physically secure the device against loss, theft or use by persons, such as family, friends and business associates who we have not authorised to use your device;
- ensure the appropriate access security is activated (i.e. PIN, password, fingerprint etc.);
- install and use any anti-virus, anti-malware or any other software that the Association requests and comply with our device configuration requirements;
- maintain the device's original operating system and keep it current with security patches and updates;
- not alter the security settings of the device without the Association's consent;
- not download or transfer any Association data to the device, for example via e-mail attachments, unless specifically authorised to do so. You must immediately erase any such information that is inadvertently downloaded to the device; and
- not backup the device locally or to cloud-based storage or services where that might result in the backup or storage of Association data. Any such backups inadvertently created must be deleted immediately.

We reserve the right, without further notice or permission, to inspect your device and access data and applications on it, and remotely review, copy, disclose, wipe (partially or completely) or otherwise use some or all of the Association data on it for legitimate business purposes.

You must co-operate with the Association to enable such inspection, access and review, including providing any passwords or pin numbers necessary to access the device or relevant applications.

If the Association discovers or reasonably suspects that there has been a breach of this policy, including any of the security requirements listed above, the Association shall immediately remove access to our systems and, where appropriate, remove any Association data from your device.

### Lost or stolen devices and unauthorised access

In the event of a lost or stolen device, or where you believe that a device may have been accessed by an unauthorised person or otherwise compromised, you must report the incident to your manager immediately.

Appropriate steps will be taken to ensure that Association data on or accessible from the device is secured, including remote wiping of the device if appropriate. The remote wipe will destroy all Association data on the device.

Although the Association has no intention to wipe your personal data (such as photographs or personal files or e-mails) from your device, it may not be possible to distinguish or protect your personal data in these circumstances. You should therefore regularly backup any personal data contained on the device.

### Personal data

The Association shall use reasonable endeavours not to access, copy or use any personal data held on the device, unless absolutely necessary. If such access or copying occurs inadvertently, we shall delete any and all such personal data as soon as it comes to our attention. This limitation does not apply to personal data which is also Association data (including personal e-mails sent or received using our e-mail system). For this reason, you are encouraged not to use work e-mail for personal purposes.

### Procedure

Before you can use your device for business purposes, the Association must authorise your device and your use of it for business purposes before your access the Association's systems.

The Association reserves the right to refuse or remove permission for your device to connect with our systems where in our reasonable opinion a device is being or could be used in a way that puts, or could put, the Association, our employees, our business connections, our systems, or our Association data at risk or that may otherwise breach this policy.

Some devices may not have the capability to connect to the Association's systems. The Association is not under any obligation to modify our systems or otherwise assist employees in connecting to our systems.

In order to access Association systems it may be necessary for the Association to install software applications on your device. If you remove any such software, your access to the Association's systems will be disabled.

### Procedure on termination of employment

On your last day of work, all Association data and any software applications provided by the Association for business purposes will be removed from the device. If this cannot be achieved remotely, the device must be submitted to the Association for wiping and software removal. You must provide all necessary co-operation and assistance to the Association in relation to this process.

### Breach of this policy

Breach of this policy may lead to us revoking your access to Association systems, whether through a device or otherwise. It may also result in disciplinary action up to and including dismissal and in some cases lead to possible criminal charges.



# Computers and Electronic Communications

## **What this policy covers**

This policy applies to employees, workers and contractors.

This policy sets out the Association's guidelines on access to and the use of the Association's computers and on electronic communications. It sets out the action which will be taken when breaches of the guidelines occur.

You are only permitted to use the Association's computer systems in accordance with the Association's Data Protection, Bring Your Own Device to Work, and Monitoring Policies and the following guidelines.

## **Your responsibilities**

The Association's computer systems and software and their contents belong to the Association and they are intended for business purposes only. You are not permitted to use the Association's systems for personal use, unless authorised by your manager.

You are not permitted to download or install anything from external sources unless you have express authorisation from your manager.

No device or equipment should be attached to the Association's systems without prior approval of your manager.

The Association has the right to monitor and access all aspects of its systems, including data that is stored on the Association's computer systems as notified to you in the Association's Privacy Notice and in compliance with data protection laws.

## **System security**

You must only log on to the Association's computer systems using your own password which must be kept secret. You should select a password that is not easily broken (e.g. not your surname).

You are not permitted to use another person's password to log on to the computer system, whether or not you have their permission. If you log on to the computer using another person's password, you may be liable to disciplinary action up to and including summary dismissal for gross misconduct. If you disclose your password to another person, you may also be liable to disciplinary action.

To safeguard the Association's computer systems from viruses, you should take care when opening documents or communications from unknown origins. Attachments may be blocked if they are deemed to be potentially harmful to the Association's systems.

All information, documents, and data created, saved or maintained on the Association's computer system remains at all times the property of the Association.

## **Processing personal data**

You may have access to the personal data of other individuals and of our customers and clients that is being processed within the Association's computer systems in the course of your employment. Where this is the case, the Association relies on you to help meet its data protection obligations to staff and to customers and clients.

If you have access to personal data, you are required:

- to access only data that you have authority to access and only for authorised purposes;
- not to disclose data except to individuals (whether inside or outside the Association) who have appropriate authorisation;
- to keep data secure by complying with rules on access to premises, access to computers including password protection and secure file storage and destruction;
- not to remove personal data, or devices containing or that can be used to access personal data, from the Association's premises without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device; and
- not to store personal data on local drives or on personal devices that are used for business purposes.

Failure to observe these requirements may amount to a disciplinary offence which will be dealt with under the Association's disciplinary procedure. Significant or deliberate breaches of this policy, such as accessing employee, customer or client data without authorisation or a legitimate reason to do so, may constitute gross misconduct and could lead to your dismissal without notice.

#### Use of e-mail

Where the Association's computer systems contain an e-mail facility, you should use that e-mail system for business purposes only.

E-mails should be written in accordance with the standards of any other form of written communication and the content and language used in the message must be consistent with best practice. Messages should be concise and directed to relevant individuals on a need to know basis.

You should take care when opening e-mails from unknown external sources. Attachments to e-mails may be blocked if they are deemed to be potentially harmful to the Association's systems.

E-mails can be the subject of legal action (for example, claims of defamation, breach of confidentiality or breach of contract) against both the person who sent them or the Association. As e-mail messages may be disclosed to any person mentioned in them, you must always ensure that the content of the e-mail is appropriate.

Abusive, obscene, discriminatory, harassing, derogatory or defamatory e-mails must never be sent to anyone. If you do so, you may be liable to disciplinary action up to and including dismissal without notice.

#### Internet access

You are required to limit your use of the internet to sites and searches appropriate to your job. The Association may monitor all internet use by everyone using the Association's system. When clocked out (for example at lunch) you may use the Association's internet for personal use however excessive or inappropriate use may result in access for personal use being withdrawn.

You are expressly forbidden from accessing web pages or files downloaded from the internet that could in any way be regarded as illegal, offensive, in bad taste or immoral.

#### Monitoring

Monitoring of the Association's computer systems and electronic communications may take place in accordance with the Association's Monitoring Policy. Please refer to the Association's Monitoring Policy for further details.

## **Procedure**

### **Misuse of computer systems**

Examples of misuse include, but are not limited to, the following:

- accessing on-line chat rooms, blogs, social network sites
- use of on-line auction sites
- sending, receiving, downloading, displaying or disseminating material that discriminates against, degrades, insults, causes offence to or harasses others
- accessing pornographic or other inappropriate or unlawful materials
- engaging in on-line gambling
- forwarding electronic chain letters or similar material
- downloading or disseminating copyright materials
- issuing false or defamatory statements about any person or organisation via the Association's electronic systems
- unauthorised sharing of confidential information about the Association or any person or organisation connected to the Association,
- unauthorised disclosure of personal data; and
- loading or running unauthorised games or software

Any evidence of misuse may result in disciplinary action up to and including dismissal without notice. If necessary, information gathered in connection with the investigation may be handed to the police.

### **Complaints of bullying and harassment**

If you feel that you have been harassed or bullied or are offended by material received from a colleague, you should inform your manager immediately.



## Code of Conduct

The Association attaches the greatest importance to ensuring that high standards of behaviour are demonstrated by all of our people and in all of our activities. The Code of Conduct sets out the standards of conduct required of you.

As a Registered Social Landlord (RSL), we are required to adopt and comply with an appropriate Code of Conduct. This Code is based on the Model Code of Conduct produced by the Scottish Federation of Housing Associations and EVH - Supporting Social Employers. The Scottish Housing Regulator (SHR) has confirmed that this Code fully complies with its Regulatory Standards and their input during the production of this code is acknowledged.

You must make yourself familiar with the terms of this Code and act in accordance with its requirements at all times. In signing your contract you are confirming you have read and understood the Employee Handbook and this includes this Code. You also have a personal responsibility to uphold the requirements of this Code. If there are any aspects of this Code, or of any of the related policies, on which you are unclear, you must seek guidance from your manager. Your manager or the Chief Executive will also be able to give guidance where you are unsure how the Code or related policies apply in a particular situation.

### Who the Code applies to

This Code of Conduct applies to everyone who works for us whether employed directly or otherwise.

### How the Code is structured

The Code is based on the Nolan Principles on Standards in Public Life which are recognised as defining good conduct for those who work for the public using public money. We have defined three groups of principles as the basis for the Code:

- Honesty and Integrity
- Openness and Accountability
- Selflessness, Objectivity, Leadership

Each of the three sections begins with a statement of principle. This is followed by a number of provisions which set out the requirements of the Code in more detail. The Code is not exhaustive and it should be remembered that all staff members of RSLs are responsible for ensuring that their conduct at all times meets the high standards that the RSL sector is recognised for upholding. As well as observing the detail of the Code, you should apply its intention and spirit to all situations in employment.

### Code of Conduct

#### Honesty and Integrity

You must act at all times with honesty and integrity. You must not use, or seek to use, your position to gain financial or other benefit for yourself, your family or friends.

#### Gifts and hospitality

You must act, and be seen to act, wholly in the interests of our organisation, our residents and other service users. You should not benefit improperly from your position.

You must not accept any offers of gifts or hospitality from individuals or organisations which might reasonably create - or be capable of creating - an impression of impropriety, influence or place you under an obligation to these individuals or organisations. You must comply with this policy on the matter.

### **Prevention of bribery**

We must comply with anti-bribery legislation. We must adopt, and comply with, anti-bribery and corruption policies. You should ensure that you are familiar with, and comply with our Anti Bribery and Corruption Policy.

We forbid all forms of bribery - meaning a financial or other advantage or inducement intended to persuade someone to perform improperly any function or activity. You must not offer, seek or accept bribes and must comply with our policy on bribery. Offering, seeking or accepting bribes will result in disciplinary action and may also result in criminal prosecution.

You must report to your line manager, the Chief Operating Officer, the Chief Executive or the Chair to the Board any instances of suspected bribery within the organisation or any external organisation with which Melville have dealings.

### **Personal benefit**

You, or someone closely connected to you, cannot as a result of your role with us receive preferential treatment relating to any services provided by the organisation or its contractors/suppliers, and you should be able to demonstrate this.

You must not use, or seek to use, your position to promote your personal interests or those of any person with whom you are closely connected or the interests of any business or other organisation with which you have a connection. (Appendix 1 defines what is meant by 'closely connected').

### **Resources, facilities and premises**

You must use our resources, facilities and premises only for the purposes intended and in a responsible and lawful manner. This includes office premises, telephone, computer and other IT facilities, equipment, stationery, transport and staff.

Reasonable personal use of office telephones and computers and company mobile telephones is permitted but must be kept to a minimum. If you are unsure please contact the Chief Executive for advice and guidance.

You must comply with all of our relevant policies, including (but not exclusively) usage of internet & email social media, health & safety, equal opportunities, data protection and dignity at work.

You must not undertake work for another organisation or for any personal business from the Association's premises nor use our resources or facilities for such a purpose, unless you have specific permission from our Chief Executive.

### **Funds and expenses**

Our funds must be safeguarded from abuse, theft or waste. You must at all times apply and observe all of our financial regulations and internal controls.

You must comply with our relevant policies when procuring goods/services or claiming expenses.

Tenants/service users and money

As a general rule, in relation to tenants and service users you must not:

- Give or loan them money
- Receive a gift or loan of money from them
- Invite or influence them to make a will or trust under which you are named as executor, trustee or beneficiary.

In circumstances where you have a declared family connection to a tenant/service user, common sense will be applied and the organisation would not seek to impose restrictions on the private exchange of money between you and that individual.

### **General responsibilities**

You must not act in a way that unjustifiably favours or discriminates against particular individuals, groups or interests.

You should be aware that under the Equality Act 2010, the following nine characteristics are specifically protected: age; disability; gender reassignment, marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation.

In presenting information you must set out the facts and relevant issues truthfully.

You must avoid any situation that could give rise to suspicion or suggest improper conduct.

### **Openness and Accountability**

You must declare all relevant personal interests. You must handle information in accordance with our policies and procedures. You must report to the appropriate senior person within Melville Housing Association any reasonable and honest suspicions you may have about possible wrongdoing.

### **Declaring interests**

We must ensure that no conflict arises, or could reasonably be perceived to arise, between your duties and your personal interests, financial or otherwise. You must declare, and manage openly and appropriately, any actual or potential interests or conflicts.

Where you have a personal, business or financial interest in any matter that is relevant to our activities or is being considered (or is likely to be considered), or you know that someone to whom you are closely connected has such an interest, you must declare it promptly and record it in our Register of Interests.

You must keep your entry in the Register of Interests complete, accurate and up to date.

### **Handling information**

You must observe and uphold the legal requirements and our policies in respect of the storage and handling of information, including personal and financial information. Our Records Management policy gives further guidance.

You must respond to requests for information positively and must not prevent people or bodies from being provided with information that they are entitled to receive.

You must not use confidential information acquired through your work as one of our employees for your private interests or any other purpose for which it is not intended.

### **Respecting confidentiality**

You must respect confidentiality and ensure that you do not disclose information to anyone who is not entitled to receive it, both whilst you are a member of staff and after you have left our employment.

Unless specifically authorised to do so, you must not make comments or statements in public or to the media, or pass any documents or other information to the press or media about us or our activities. If you are approached by the press or other media you must quickly pass the enquiry to the Chief Executive.

You must not publish any material or deliver any lecture or address any issues relating specifically to us or our activities without prior approval from the Chief Executive.

## Using social media

We respect your right to a private life, and that includes joining any social media sites that you wish. However, as information posted on such sites is classed as public and not private, you must not disclose any private or confidential information relating to us, our customers, partners, suppliers, board members, or employees on any social networking sites, bulletin boards, blogs or similar. (see Section on 15 "Upholding Melville's Reputation"). This applies whether you are posting under your own name or a pseudonym. Please also refer to the Social Media policy.

## Reporting concerns

If you become aware of any actual or potential fraud, corruption or wrongdoing, or breaches of this Code, you must report this to your line manager or to another senior manager. You may do so on a confidential basis. The Whistleblowing policy gives more information.

You must not victimise any person who has used - or intends to use, or is suspected of having used - our confidential reporting or whistleblowing procedures to report any actual or alleged fraud, corruption or wrongdoing by others.

Selflessness, Objectivity and Leadership: You must act in the best interests of Melville Housing Association at all times within the framework set by the organisation, working to promote our aims and objectives, upholding our values and setting a good example by your own conduct.

## Fulfilling your role

You must comply with your terms of appointment and our policies and procedures relating to your role:

You must fulfil your duties responsibly, exercising reasonable skill and care and acting at all times in our best interests and that of our tenants and other service users.

As an organisation, we always aim to put the needs of our tenants and service users first, and we expect all of our staff to do the same in their day to day work, within the framework of our policies and procedures.

You must work to promote our aims and objectives and in accordance with the relevant legal and regulatory requirements (including those, as applicable, of the Scottish Housing Regulator, the Office of the Scottish Charity Regulator, the Financial Conduct Authority and the Care Inspectorate).

If you are in doubt as to the legal and regulatory requirements that are relevant to your role, you must seek guidance from your line manager.

You must work at all times in accordance with our policies and procedures and not allow your own personal or political opinions to affect the way in which you carry out your duties. This does not impinge on your right to be an active citizen or, for example, to be an active trade unionist.

You must take direction from your line manager, other senior managers and the Board, and exercise responsibly any authority that comes with your role as a staff member.

You must not seek to use informal channels to influence the Board regarding decisions to be made about the conduct of our business.



You must seek permission from the Chief Executive before taking on any outside work or any position (paid or unpaid) that will in any way impact on your role with us. Any such work or position must not interfere with your existing job or conflict with our interests. Appendix 1 gives more details on declaring interests.

You must participate in any necessary training, and play an active part in our performance appraisal process. You will contribute to the identification of any personal training needs you may have in order to keep your professional skills and knowledge up to date.

### **Working with tenants and other service users**

You must maintain high standards of professionalism, fairness and courtesy in all your dealings with tenants and other service users.

You must not allow any personal relationship with a tenant or other service user to conflict with the conduct of your role and responsibilities.

You must use the appropriate channels for handling tenancy and service provision issues. You must not act outside our established procedures in any matter concerning any tenant or other service user.

### **Upholding the Association's reputation**

You must not act in a way that could reasonably be regarded as bringing us into disrepute. This would include publicly making any derogatory comments about the organisation, its staff, Board members, service users, partners and anyone that we are doing business with.

If you have a grievance or concern relating to a member of staff or of the Board or have any concern about potential wrongdoing you should discuss it with your line manager, Chief Operating Officer or with the Chief Executive.

You must always be a positive ambassador for us and our work, especially when attending events as a member of our staff or in dealing with outside bodies.

### **Showing respect for others**

You must treat others with respect at all times. This includes considering the views of others and being tolerant of differences.

You must adhere to both the letter and the spirit of our equality and diversity policy (EMP 031). See also Section 11.1 above about the need to avoid discrimination of any kind.

You must always conduct yourself in a courteous and professional manner. You must not, by your actions or behaviour, cause distress, alarm or offence.

You must not harass, bully or attempt to intimidate any person.

You must take care when displaying materials in the office, and ensure that these would not reasonably cause offence to your colleagues. If in doubt, consult our Chief Executive before displaying any materials.

When attending meetings, you must be courteous to all attendees and respect the position of the meeting chair or convenor. You must also ensure that mobile phones are switched off/on silent other than in very exceptional circumstances where it is necessary to take an urgent call.

All personal mobile phones must be on silent and responding to emails and texts on personal phones must be kept to a minimum during office hours.

### **Breach of the Code**

As a member of staff you have a responsibility to promote and uphold the requirements of this Code. If you consider that you may have breached the Code, or have witnessed or become aware of a potential breach by another staff member, you should immediately bring the matter to the attention of your line manager, the Chief Operating Officer, the Chief Executive or the Chair to the Board.

Any material breach of the Code will be considered under our disciplinary procedures and may result in a disciplinary action being taken, which may include dismissal.

As a member of staff you have a duty to co-operate with and contribute to any investigation relating to a potential breach of the Code or an associated matter. You must sign the below statement of acceptance once you have read and understood this Code and its requirements.

## Declaring and Managing Personal Interests - Appendix 1

### **Introduction**

Being a member of Melville Housing Association staff is of course only one part of your life. Other aspects of your life - such as family, friends and neighbours, voluntary work, causes you support, possibly business or financial interests, possibly your own housing arrangements - may have the potential to cross over into your role as a staff member.

However, as we are an organisation that works for the community and uses public funds, it is essential that there is no conflict and that there can be no reasonable perception of conflict between your duties as a member of staff and your personal (or personal business or financial) interests.

Any potential conflict between your position as a member of our staff and your other interests must be openly declared and effectively managed so as to protect the good reputation of Melville Housing Association and the RSL sector.

As stated in the Code (Declaring interests), where you have a personal business or financial interest in any matter that is relevant to our activities or is being considered (or is likely to be considered) or you know that someone to whom you are closely connected has such an interest, you must declare it promptly and record it in the Register of Interests.

This Appendix gives further guidance on how to declare and manage any personal (including personal business or financial) interests.

### **Examples of interests that must be declared**

The following are examples of the kind of interest that you must declare. Please note that this list is not exhaustive, and there may be other interests that you should also declare:

- Personal involvement or relationship with either a Board Member, Committee Member, Member of Staff, Service User or contractor.
- Tenancy of a property (by you or someone to whom you are closely connected) of which we are the landlord.
- Occupancy or ownership of a property (by you or someone to whom you are closely connected) which is factored or receives property related services from us.
- Receipt of care or support services from us.
- Membership of a community or other voluntary organisation that is active in the area(s) we serve.
- Voluntary work with another RSL or with an organisation that does, or is likely to do, business with us.
- Membership of the governing body of another RSL.
- Being an elected member of any local authority where we are active.
- If you purchase goods or services from us.
- If you purchase goods or services from one of our approved contractors or Framework Agreement partners.
- Significant shareholding in a company that we do business with.
- Membership of a political, campaigning or other body whose interests and/or activities may affect our work or activities.
- Ownership of land or property in our areas of operation excluding for the purpose of your own residential use (i.e. there is no requirement for you to declare any house in which you currently live).
- Unresolved dispute relating to the provision of services in connection with a tenancy or occupancy agreement or a contractual dispute over the provision of goods or services with us.

If you are not sure whether a certain matter needs to be declared, you must seek guidance from your line manager, Chief Operating Officer or Chief Executive. If doubt remains, the advice would always be to declare the matter.

You should note that in some circumstances, declaration of an interest may not be sufficient, and that it may be necessary for the organisation to take additional measures to deal satisfactorily with the situation so as to protect the probity and reputations of both yourself and the organisation.

### **Definition of 'close connection'**

Someone 'closely connected' to you includes family members and persons who might reasonably be regarded as similar to family members even where there is no relationship by birth or in law.

As well as considering your own actions, you must be aware of the potential risk created by the actions of people to whom you are closely connected. Who you should consider, and our expectations of you to identify and declare such actions are outlined in list 1 & 2 below:

#### **1. Members of your household.**

This includes:

- Anyone who normally lives as part of your household (whether related to you or otherwise)
- Those who are part of your household but work or study away from home.
- Required response - we expect you to be aware of and declare any relevant actions of all people in your household. You must take steps to identify, declare and manage these.

## 2. Partner, relatives and friends.

This includes:

- Your partner (if not part of household)
- Your relatives and their partners
- Your partner's close relatives (i.e. parent, child, brother or sister)
- Your close friends
- Anyone you are dependent upon or who is dependent upon you
- Acquaintances (such as neighbours, someone you know socially or business contacts/associates)

Required response - where you have a close connection and are in regular contact with anyone within this group, we expect you to be aware of and declare any relevant actions. Under these circumstances, you must take steps to identify, declare and manage these actions. Where you do not have a close connection and regular contact with someone in this group, we do not expect you to be aware of or to go to unreasonable lengths to identify any relevant actions. However, if you happen to become aware of relevant actions by such individuals, then these should be declared and managed as soon as possible.

### **What you need to consider**

The following are the relevant actions /involvement by those to whom you are closely connected that you should consider, declare and manage as per our expectations outlined in list 1 & 2.

- A significant interest in a company or supplier that we do business with. A significant interest means ownership (whole or part) or a substantial shareholding in a business that distributes profits, but does not include where an individual has shares in large companies such as banks, utility companies or national corporations, i.e. where owning shares would not give the individual any significant influence over the activities of that organisation
- Where the individual may benefit financially from a company with which we do business
- Involvement in the management of any company or supplier with which we do business
- Involvement in tendering for or the management of any contract for the provision of goods or services to us.
- Application for employment with us
- Application to join our Board or any of its subsidiaries
- Application to be a tenant or service user of the organisation
- If they are an existing tenant or service user of the organisation

### **Declaring personal interests**

Melville Housing Association has a Declaration of Interest Register. A new member of staff would be required, on appointment, to complete a form to register any personal interests that could potentially conflict with their role. Thereafter an annual declaration form is sent to staff for completion and any changes are then updated in the register. You have a responsibility to notify Directorate of any changes thereafter.

As stated in this Code (Declaring Interests), you must keep your entry in the Declaration of Interests Register up to date, add any new interests as soon as they arise, and amend existing interests as soon as any change takes effect.

A situation may arise where you are invited to be present at a meeting where a matter in which you have a personal (or a personal business or financial) interest is discussed. In such cases you must inform the meeting chair at the start of the meeting, or as soon as you become aware that this is the case. You would then be required to leave the meeting for the duration of the particular item. If in any doubt, you should ask the meeting chair or another senior person present for guidance. This applies to all meetings that you attend as a member of our staff - both internal and external.

Any failure to make a complete, accurate and prompt declaration - whether deliberately or through taking insufficient care - will be regarded as a breach of this Code.



# Conduct and Standards

## **What this policy covers**

This policy applies to employees, workers and contractors.

This policy details the main standards of behaviour that you need to adhere to and also details the behaviours that the Association would normally regard as gross misconduct. The standards of behaviour and the details of gross misconduct listed in this policy should not be considered exhaustive.

## **Your duties and responsibilities**

You are under a duty to comply with the standards of behaviour required by the Association and to behave in a reasonable manner at all times.

### **Attendance and Timekeeping**

You must:

- comply with the rules relating to notification of absence set out in the Association's Absence Procedure
- arrive at work promptly, ready to start work at your contracted starting time
- remain at work until your contracted finishing time
- obtain management authorisation if for any reason you wish to arrive later or leave earlier than your agreed normal start and finish times

The Association reserves the right not to pay you in respect of working time lost because of poor timekeeping.

Persistent poor timekeeping may result in disciplinary action.

### **Conduct Standards**

You must:

- maintain satisfactory standards of performance at work
- comply with all reasonable management instructions
- co-operate fully with your colleagues and with management
- ensure the maintenance of acceptable standards of politeness
- take all necessary steps to safeguard the Association's public image and preserve positive relationships with all persons and organisations connected to the Association
- ensure that you behave in a way that does not constitute unlawful discrimination
- comply with the Association's Operating Policies and Procedures

Unless otherwise instructed, personal mobile telephones must be switched off or switched to silent mode at all times during normal working hours.

### **Flexibility**

You may be required to work additional hours at short notice, in accordance with the needs of the business.

You may also be required to undertake duties outside your normal job remit and to work at locations other than your normal place of work.

### Confidentiality

You must keep confidential, except as required by law, both during your employment and at any time after its termination, all information gained in the course of your employment about the Association and that of all persons and organisations connected to the Association.

### Conduct while representing the Association

As a general rule, behaviour outside of normal working hours is a personal matter and does not directly concern the Association. However, there are some exceptions to this rule. The Association will become involved when incidents occur:

- at office parties or other work related social occasions or gatherings
- at social occasions or gatherings organised by a third party, where you have been invited in your capacity as a representative of the Association
- at work related conferences
- while working away on business on behalf of the Association

On these occasions you are expected to behave in an appropriate and responsible manner, keeping in mind that you are representing the Association. You are instructed specifically not to consume any alcohol at such events where you are driving.

If your conduct brings the Association into disrepute you will be subject to the Association's disciplinary procedure. Such behaviour may be viewed as a gross misconduct offence and could render you liable to disciplinary action up to and including dismissal without notice.

### Outside activities and other employment

You are not permitted to engage in any activity outside your employment with the Association that could reasonably be interpreted as competing with the Association.

You are required to seek permission from management before taking on any other employment while employed by the Association unless you are on a zero hours contract.

### Health and Safety

It is your duty and responsibility to familiarise yourself with, and to comply with, the Association or any third party's health and safety policies and procedures. Breach of these rules may result in disciplinary action, up to and including the termination of your employment without notice for gross misconduct.

You must report all accidents, however minor, as soon as possible, making a comprehensive entry in the Association's Accident Book.

### Personal Protective Equipment (PPE)

The Association will supply you with personal protective equipment (PPE) at the Association's expense.

It is a condition of your employment that you wear any PPE whenever required by law or by site-specific rules while working. Breach of these rules may result in disciplinary action, up to and including the termination of your employment without notice for gross misconduct.

You are expected to maintain all items of PPE in a reasonable condition. You will be required to return all PPE when your employment ends. The Association reserves the right to deduct from your final pay the cost of any PPE that is not returned, or is returned in a damaged condition due to your neglect.



### Smoking

In accordance with smoking legislation and in order to provide a working environment which is pleasant and healthy, smoking is not permitted anywhere on Association premises or on the premises of the service users in your care, or in vehicles when used on business.

Staff required to use their own vehicles should ensure that they do not smoke when transporting service users or other staff and should refrain from smoking in the vehicle prior to collecting these persons.

### Property and equipment

You are not permitted to make use of Association or a third party's telephone, fax, postal or other services for personal purposes.

You must not remove property or equipment from Association or a third party's premises unless for use on authorised business or with the permission of management.

Where you damage property belonging to the Association either through misuse or carelessness, the Association reserves the right to make a deduction from your pay in respect of the damaged property.

On termination of your employment you must return all Association property, such as keys, laptops, mobile telephones, Association vehicles, documents or any other items belonging to the Association.

### Clear desk policy

To improve the security and confidentiality, you are required to ensure that when your workstation is unoccupied you take all necessary steps to clear your work station of any sensitive and confidential information.

This ensures that all sensitive and confidential information, whether it be on paper, a storage device, or a hardware device, is properly locked away or disposed of when a workstation is not in use. This policy will reduce the risk of unauthorized access, data protection breaches, loss of, and damage to information during and outside of normal business hours or when workstations are left unattended.

Whenever a desk is unoccupied for an extended period of time the following will apply:

- All sensitive and confidential paperwork must be removed from the desk and locked in a drawer or filing cabinet. This includes mass storage devices such as CDs, DVDs, and USB drives;
- All waste paper which contains sensitive or confidential information must be placed in the designated confidential waste bins. Under no circumstances should this information be placed in regular waste paper bins;
- Computer workstations must be locked when the desk is unoccupied and completely shut down at the end of the work day;
- Laptops, tablets, and other hardware devices must be removed from the desk and locked in a drawer or filing cabinet;
- Keys for accessing drawers or filing cabinets should not be left unattended at a desk.

Printers and fax machines should be treated with the same care.

### Environment

In order to provide a cost-effective service, you are requested to use Association equipment, materials and services efficiently. You should try to reduce wastage and the subsequent impact on the environment by ensuring that you close windows, avoid using unnecessary lighting or heating or leaving taps running, switch off equipment when it is not in use and handle all materials with care.

### Meetings

The Association will normally arrange for summary minutes to be taken at any formal meeting. It is not the policy of the Association to record meetings by any other means (e.g. digital, audio recording and photographs). You (or any party accompanying you) must not record any meeting without the express permission of the Association in advance. Where a meeting is to be recorded then parties must agree to it in advance. If requested, a copy of the minutes/recording will be provided (in line with data protection principles).

### Monetary Transactions

You may only handle cash or receive payments on behalf of the Association where you are specifically authorised to do so.

You are responsible for all monetary transactions that you handle. Should the Association suffer any loss through your negligence then the loss may be deducted from your pay in accordance with the provisions of the Employment Rights Act 1996.

### Breach of this policy

A breach of the Association's standards of behaviour is likely to result in disciplinary action being taken.

## **Gross Misconduct**

Set out below are details of behaviour that the Association views as gross misconduct, which is likely to result in dismissal without notice. This list is not exhaustive. Such behaviour includes:

- theft, dishonesty or fraud
- deliberate recording of incorrect working hours
- unauthorised absence
- smoking on Association or a third party's premises or in a vehicle belonging to the Association
- sleeping during working hours
- assault, acts of violence or aggression
- bullying
- unacceptable use of obscene or abusive language
- possession or use of or being under the influence of non-medicinal drugs or alcohol on Association premises or during working hours
- wilful damage to Association, employee or third party property
- serious insubordination
- serious or gross negligence
- bringing the Association into disrepute
- falsification of records or other Association documents, including those relating to obtaining employment
- unlawful discrimination, including acts of indecency or harassment
- refusal to carry out reasonable management instructions
- gambling, bribery or corruption
- serious breach of health and safety policies and procedures
- breach of confidentiality, including the unauthorised disclosure of Association information to the media or any other party
- unauthorised accessing or use of computer data
- unauthorised copying of computer software



# Data Protection

## What this policy covers

This policy applies to employees, workers and contractors.

This policy details your rights and obligations in relation to your personal data and the personal data of third parties that you may come into contact with during the course of your work.

"Personal data" is any information that relates to a living individual who can be identified from that information.

"Processing" is any use that is made of personal data, including collecting, storing, amending, disclosing or destroying it.

"Special categories of personal data" means information about an individual's racial or ethnic origin, political opinions, religious or political beliefs, trade union membership, health, sex life or sexual orientation and biometric data.

"Criminal records data" means information about an individual's criminal convictions and offences and information relating to criminal allegations and proceedings.

If you have access to the personal, special categories or criminal records data of staff or of third parties, you must comply with this Policy. Failure to comply with the Policy and procedures may result in disciplinary action up to and including dismissal without notice.

## Data Protection principles

The Association processes HR-related personal data in accordance with the following data protection principles:

- the Association processes personal data lawfully, fairly and in a transparent manner;
- the Association collects personal data only for specified, explicit and legitimate purposes;
- the Association processes personal data only where it is adequate, relevant and limited to what is necessary for the purposes of the processing;
- the Association keeps accurate personal data and takes all reasonable steps to ensure that inaccurate personal data is rectified or deleted without delay;
- the Association retains personal data only for the period necessary for the processing;
- the Association adopts appropriate measures to make sure that personal data is secure and is protected against unauthorised or unlawful processing and from accidental loss, destruction or damage.

## Your entitlements

Data protection legislation prescribes the way in which the Association may collect, retain and handle personal data. The Association will comply with the requirements of data protection legislation and all employees and contractors who handle personal data in the course of their work must also comply with it.

The Association will inform individuals of the reasons for processing their personal data, how it uses such data and the legal basis for processing in its privacy notices/fair processing notices. It will not process personal data about individuals for other reasons.

Where the Association processes special categories of personal data or criminal records data to perform obligations or to exercise rights in employment law, this is done in accordance with the rules relating to special categories of data and criminal records data.

The Association will update HR-related personal data promptly if an individual advises that their information has changed or is inaccurate.

Personal data gathered during the employment or engagement of an employee, worker, contractor, volunteer, or intern is held in the individual's personal file (in hard copy or electronic format, or both), and on HR systems. The periods for which the Association holds HR-related personal data are contained in its privacy notices.

#### Access to your personal data [subject access requests]

You have the right to make a subject access request. If you make such a request, the Association will tell you:

- whether or not your data is processed and if so why; the categories of personal data concerned and the source of the data if it is not collected from you;
- to whom your data may be disclosed, including any recipients located outside the European Economic Area (EEA) and the safeguards that apply to any such transfers;
- for how long your personal data is stored or how that period is decided;
- your rights to rectification or erasure of data, or to restrict or object to processing;
- your right to complain to the Information Commissioner if you think the Association has failed to comply with your data protection rights; and
- whether or not the Association carries out any automated decision-making and the logic involved in such decision-making.

The Association will also provide you with a copy of the personal data undergoing processing. This will normally be in electronic form if you have made the request electronically, unless you request otherwise.

If you want additional copies, the Association will charge a fee, which will be based on the administrative cost of providing the additional copies.

#### Other rights

You have a number of other rights in relation to your personal data. You can require the Association to:

- rectify inaccurate data;
- stop processing or erase data if your interests override the Association's legitimate grounds for processing data (where the Association relies on its legitimate interests as a lawful basis for processing data);
- stop processing or erase data if it is unlawful; and
- stop processing data for a period if it is inaccurate or if there is a dispute about whether or not your interests override the Association's legitimate interests for processing the data.

#### Your responsibilities

You are responsible for helping the Association keep your personal data accurate and up to date. You should let the Association know if personal data provided to the Association changes, for example, if you change bank or move house.

You may have access to the personal data of other individuals and of our customers or clients in the course of your employment, contract, volunteer period, internship or apprenticeship. Where this is the case, the Association relies on you to help meet its data protection obligations.

If you have access to personal data, you are required:

- to access only data that you have authority to access and only for authorised purposes;
- not to disclose data except to individuals (whether inside or outside the Association) who have appropriate authorisation;
- to keep data secure (for example by complying with rules on access to premises, computer access including password protection, and secure file storage and destruction);
- not to remove personal data or devices containing or that can be used to access personal data, from the Association's premises without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device; and
- not to store personal data on local drives or on personal devices that are used for work purposes.

Failure to observe these requirements may amount to a disciplinary offence which will be dealt with under the Association's disciplinary procedure. Significant or deliberate breaches of this policy, such as accessing employee, customer or client data without authorisation or a legitimate reason to do so, may constitute gross misconduct and could lead to your dismissal without notice.

#### Processing special categories and criminal records data

The Association will process special categories and criminal records data primarily where it is necessary to enable the Association to meet its legal obligations and in particular to ensure adherence to health and safety legislation; vulnerable groups protection legislation; or for equal opportunities monitoring purposes.

#### **Procedure**

The Association keeps a record of its processing activities in respect of HR-related personal data in accordance with the requirements of data protection legislation.

Personal data relating to staff may be collected by the Association for the purposes of:

- making a decision about your recruitment or appointment;
- determining the terms on which you work for us;
- checking you are legally entitled to work in the UK;
- paying you and, if you are an employee, deducting tax and National Insurance contributions;
- liaising with your pension provider;
- administering the contract we have entered into with you;
- business management and planning, including accounting and auditing;
- conducting performance reviews, managing performance and determining performance requirements;
- making decisions about salary reviews and compensation;
- assessing qualifications for a particular job or task, including decisions about promotions;
- gathering evidence for possible grievance or disciplinary hearings;
- making decisions about your continued employment or engagement;
- making arrangements for the termination of our working relationship;

- education, training and development requirements;
- dealing with possible legal disputes involving you, or other employees, workers and contractors, including accidents at work;
- ascertaining your fitness to work;
- managing sickness absence;
- complying with health and safety obligations;
- to prevent fraud;
- to monitor your use of our information and communication systems to ensure compliance with our policies;
- to ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution;
- to record digital meetings to allow replay or storage;
- to conduct data analytics studies to review and better understand employee retention and attrition rates, and
- equal opportunities monitoring

Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal information.

#### How we use special categories and criminal records data

"Special categories" data and "criminal records" data require higher levels of protection. We need to have further justification for collecting, storing and processing these types of personal data. We may process special categories or criminal records data in the following circumstances:

- in limited circumstances, with your explicit written consent;
- where we need to carry out our legal obligations;
- where it is needed in the public interest, such as for equal opportunities monitoring, or in relation to our occupational pension scheme;
- where it is needed to assess your working capacity on health grounds.

Less commonly, we may process this type of data where it is needed in relation to legal claims or where it is needed to protect your vital interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

#### Accuracy of personal data

The Association will review personal data regularly to ensure that it is accurate, relevant and up to date.

To ensure the Association's files are accurate and up to date, and so that the Association is able to contact you or, in the case of an emergency, another designated person, you must notify the Association as soon as possible of any change in your personal details (e.g. change of name, address, telephone number, loss of driving licence where relevant, next of kin details, etc).



### Security of personal data

The Association will ensure that personal data is not processed unlawfully, lost or damaged. If you have access to personal data during the course of your employment, you must also comply with this obligation. If you believe you have lost any personal data in the course of your work, you must report it to your manager immediately. Failure to do so may result in disciplinary action up to and including dismissal without notice.

### Data breaches

The Association will record all data breaches regardless of their effect.

If we discover that there has been a breach of HR-related personal data that poses a risk to the rights and freedoms of individuals, we will report it to the Information Commissioner within 72 hours of discovery.

If the breach is likely to result in a high risk to the rights and freedoms of individuals, we will tell affected individuals that there has been a breach and provide them with information about the likely consequences of the breach and the mitigation measures we have taken.

### Access to personal data ["subject access requests"]

To make a subject access request, you should send your request to the Association. In some cases, the Association may need to ask for proof of identification before the request can be processed. We will inform you if we need to verify your identity and the documents we require.

We will normally respond to a request within one month from the date we receive it. In some cases, such as where the Association processes large amounts of the individual's data, we may respond within three months of the date the request is received. We will write to the individual within one month of receiving the original request to tell them if this is the case.

If a subject access request is manifestly unfounded or excessive, the Association is not obliged to comply with it. Alternatively, we can agree to respond but will charge a fee, which will be based on the administrative cost of responding to the request. A subject access request is likely to be manifestly unfounded or excessive where it repeats a request to which we have already responded. If you submit a request that is unfounded or excessive, we will notify you that this is the case and whether or not we will respond to it.



# **Disciplinary Policy and Procedure**

## **What this policy covers**

This policy applies to employees only.

This policy is designed to ensure that all disciplinary matters are dealt with promptly, fairly and consistently and to encourage an improvement in individual conduct and/or performance. It outlines the procedures that the Association will follow should there be a need to take disciplinary action and your right to appeal.

The Association reserves the right to discipline or dismiss you without following the Disciplinary Procedure if you:

- are an employee with less than 24 months' continuous service; or
- are engaged as a worker.

## **Your entitlements and responsibilities**

The Association aims to deal with disciplinary matters promptly and fairly.

You have the right to appeal against a decision the Association makes at a disciplinary meeting. In these cases, the Association will make every effort for the appeal to be dealt with by a different manager to the person who dealt with the matter initially.

The Association's decision at the appeal stage is final and there is no further right of appeal.

You have a responsibility to assist the Association, if required, to investigate the matters raised at disciplinary meetings and comply with the disciplinary procedures.

## **Disciplinary sanctions**

The level of the disciplinary sanction, if any, will be determined by the severity of the offence. The Association will normally select one of the following:

### **Written warning**

A Written Warning will usually be applied as the first step of corrective action following unsatisfactory performance or conduct offences.

The Association will define the unacceptable acts and explain the conduct or standards required in the future. You will be advised in writing that a failure to improve the standard of conduct or performance may result in further disciplinary action. A time limit will be placed on the warning.

### **Final written warning**

A Final Written Warning is usually applied after a Written Warning has been given and performance or conduct has not improved but may be applied after a more serious first or a second offence.

You will be advised in writing that a failure to improve the standard of conduct or performance may result in dismissal. A time limit will be placed on the warning.

### **Dismissal**

Dismissal occurs when your employment is terminated either with or without notice. Dismissal without notice is also referred to as 'summary dismissal' and is restricted to cases of gross misconduct.

The Association reserves the right, at its complete discretion, to impose a sanction short of dismissal if it is deemed appropriate. This may include demotion, transfer to a different post or another appropriate sanction. Any such decision will be confirmed to you in writing once you have been informed of the outcome.

## **Disciplinary procedure**

### **Suspension from work**

If the Association believes it is appropriate, it may decide to suspend you from your work pending further investigation or disciplinary action. Suspension itself is not a disciplinary sanction.

If a decision to suspend is made, you will be informed verbally and this will usually be followed up in writing. While you are suspended, you should not attend work or make contact with anyone connected to the Association unless otherwise instructed by the Association. If you need to contact anyone connected to the Association while you are suspended, you must notify your manager. Any reasonable request will not be refused. Breach of the terms of your suspension may result in additional disciplinary action up to and including dismissal without notice.

The Association will endeavour to keep any suspension as brief as possible. Any period of suspension will be on full pay. However, should you fail to co-operate at any time with the investigatory process, for example by failing to attend any meeting, without good reason then the Association reserves the right to treat this as unauthorised absence and this may result in pay being withheld until such time as you attend any rearranged meeting.

### **Investigation Meetings**

Depending on the circumstances, you may be required to attend Investigation Meetings before a decision is taken to invoke the disciplinary procedure. An Investigation Meeting is an informal meeting and so you are not permitted to be accompanied unless you are under the age of 18 (when a parent or guardian will be permitted).

You must notify and obtain the consent of all those present at the meeting if you intend to record it.

Depending on the outcome of the investigation, the Association will decide whether or not to proceed with a Disciplinary Meeting.

If it is decided that there is no case to answer then you will be informed of this fact either verbally or in writing. You will be expected to return to work at the agreed date and time. This will end the process.

### **Recording meetings**

The Association will normally arrange for summary minutes to be taken at any formal meeting. It is not the policy of the Association to record meetings by any other means (e.g. digital, audio recording and photographs). You (or any party accompanying you) must not record any meeting without the express permission of the Association in advance. Where a meeting is to be recorded then parties must agree to it in advance. If requested, a copy of the minutes/recording will be provided (in line with data protection principles).

### **Invitation to a Disciplinary Meeting**

If you are required to attend a Disciplinary Meeting, the Association will inform you of this in writing.

In the letter, the Association will set out the issues that are to be considered, how seriously these are being viewed, the potential consequences and details of any intention to call witnesses. The letter will also inform you of the date and time of the meeting to allow you sufficient time to prepare your case.

As this is a formal meeting, the letter will also detail your right to be accompanied.

#### Your right to be accompanied at a Disciplinary Meeting

You are entitled to be accompanied at a Disciplinary Meeting by a fellow worker or a trade union official. With the exception of those under the age of 18, when a parent or guardian will be permitted, no other person will be permitted to attend.

Should you wish to be accompanied, you must notify the Association of the name and position of your chosen companion as soon as possible.

Your companion is permitted to put forward and summarise your case, respond on your behalf to views expressed in the meeting, ask questions and confer with you, but will not be entitled to answer questions directly on your behalf.

#### Trade union involvement at Disciplinary Meetings

If you are a member of a recognised trade union, you have the right to be accompanied at formal meetings by your trade union representative regardless of whether the Association recognises a trade union.

Your trade union representative has the same rights as any other companion as detailed above. A trade union representative who is not an employed official must have been certified by their Union as being competent to accompany a worker.

The Association will request that your trade union representative provides their identity card to prove they are permitted to accompany you to the meeting.

#### Action if you cannot attend the meeting on the proposed date

If you feel that you have a legitimate reason as to why you cannot attend the meeting on the proposed date, you must contact the person named on the invitation letter to advise them of this fact immediately. The meeting may then be delayed to facilitate your attendance, if this is considered reasonable.

#### Attending the disciplinary meeting

You must attend the meeting at the proposed time. Failure to participate in the process or attend arranged meetings without good reason may result in additional disciplinary action or a decision being made in your absence.

Prior to the meeting, you should ensure that you are fully prepared to answer questions relating to the incident/circumstances in question. At the meeting you will be given every opportunity to state your case, present any evidence and call relevant witnesses before any decision is made.

You must notify and obtain the consent of all those present at the meeting if you intend to record it.

#### After the Disciplinary Meeting

At the end of the meeting there will normally be an adjournment to allow for consideration of the facts. You will be informed of the outcome and any sanction will be confirmed in writing to you as soon as possible.

In some circumstances there may be a need to adjourn and reconvene a meeting at a later date, to allow further investigation. In this case you will be advised accordingly.

### Notification of the decision and disciplinary sanction

Following the Disciplinary Meeting, the Association will notify you of its decision and the disciplinary sanction it will apply. This letter will also explain your right to appeal against any decision taken and sanction applied.

### Your right of appeal against disciplinary action

If you wish to appeal against a decision you must submit your request in writing, stating the reasons for the appeal, to the individual identified in the letter confirming the sanction. This should be submitted within five working days of receiving notification.

### The Appeal Meeting

You will be informed of the date and time of the Appeal Meeting. If you feel that you have a legitimate reason as to why you cannot attend the meeting on the proposed date, you must contact the person named on the invitation letter to inform them of this fact immediately. The meeting may then be delayed to facilitate your attendance, if this is considered reasonable. You will be entitled to be accompanied by a fellow worker or a Trade Union official.

You must notify and obtain the consent of all those present at the meeting if you intend to record it.

At the Appeal Meeting you will be given an opportunity to state your case. Your companion is permitted to put forward and summarise your case, respond on your behalf to views expressed in the meeting, ask questions and confer with you, but will not be entitled to answer questions directly on your behalf.

The meeting will then be adjourned to allow the Association to consider the facts and the decision will be confirmed in writing. The outcome will be communicated as soon as possible, taking into account the complexity of the issues raised in the appeal. The decision at this stage will be final.

# Disclosures and Disclosure Information

## **What this policy covers**

This policy applies to employees, workers and contractors.

The Association uses a Disclosure service to assess the suitability of individuals for employment in positions of trust. As recipients of Disclosure Information, the Association must comply fully with the relevant Code of Practice.

This policy outlines the Association's legal basis for processing and also obligations in respect of the handling, use, storage, retention and disposal of Disclosures and Disclosure Information. It also sets out your obligations regarding disclosing information and the implications of an unsatisfactory disclosure being received.

## **The Association's responsibilities**

### **General principles**

The Association will only process Disclosure and Disclosure Information to perform obligations or to exercise rights in employment law as provided under data protection legislation.

The Association will tell you the reasons for processing Disclosure and Disclosure Information, how it uses such data and the legal basis for this processing in its Privacy Notices.

Where a Disclosure is required for the position concerned, all application forms, job advertisements and recruitment briefs will contain a statement that a Disclosure will be conducted in the event of the candidate being offered the position.

The Association also complies fully with its obligations under data protection legislation and other relevant legislation pertaining to the safe handling, use, storage, retention and disposal of Disclosure Information.

### **Use of disclosure information**

Disclosure Information is only used for the specific purpose for which it was requested, as detailed in the Association's Privacy Notice and for which the Association has the legal right to use it and for which your full consent has been given.

In the event of an unsatisfactory Disclosure the Association will arrange to meet with you to discuss this issue and reserves the right to withdraw any employment offer or terminate your employment.

### **Storage and access**

Disclosure Information is held separately from your personnel file and stored securely, in lockable, non-portable, storage containers with access strictly controlled and limited to those who are entitled to see it as part of their duties.

### **Handling**

In accordance with relevant legislation, Disclosure Information is only passed to those who are authorised to receive it in the course of their duties. The Association maintains a record of all those to whom Disclosures or Disclosure Information has been revealed and recognises that it is a criminal offence to pass this information to anyone who is not entitled to receive it.

### Retention

The Association will not retain your Disclosure Information for any longer than is absolutely necessary. This retention will allow for the consideration and resolution of any dispute or complaint, or be for the purpose of completing safeguarding audits.

Throughout this time the usual conditions regarding safe storage and strictly controlled access will prevail.

### Disposal

Once the retention period has elapsed, the Association will ensure your Disclosure Information is immediately destroyed by secure means. While awaiting destruction, Disclosure Information will not be stored in any unsecured receptacle (e.g. waste bin).

The Association will not keep any photocopy or other image of the Disclosure Information or any copy or representation of the contents of a Disclosure. However, the Association may keep a record of the date of issue of a Disclosure, the name of the subject, the type of Disclosure requested, the position in relation to which the Disclosure was requested, the unique reference number of the Disclosure and the details of the recruitment decision taken.

### **Your responsibilities**

You are required to inform the Association immediately if at any time during your employment you are questioned in connection with, charged with or convicted of any criminal offence or if you are in receipt of any notice of prosecution or police caution. Failure to notify the Association may result in disciplinary action against you, up to and including dismissal without notice for gross misconduct.



# **Domestic Violence**

## **What this policy covers**

This policy applies to employees.

The Association has developed this policy as part of its commitment to support your health and wellbeing at work. It covers the internal and external support available to anyone experiencing domestic violence, including the appointment of someone as a nominated point of contact, special leave provisions and signposting to external sources of advice and help.

## **Your entitlements and responsibilities**

### **Definition of Domestic Violence**

The Association defines domestic violence as any incident of violence, abuse or threatening behaviour between adults who are, or who have been, intimate partners or family members. The policy applies equally to men and women and covers psychological, emotional and financial abuse in addition to physical abuse.

The Association is committed to support any employee experiencing domestic violence and aims to:

- enable those experiencing domestic violence to remain productive and at work;
- aid managers seeking to help team members experiencing domestic violence;
- assist colleagues of those experiencing domestic violence; and
- reinforce Associational corporate social responsibility objectives by demonstrating that the Association value and is prepared to support you during difficult periods.

Any personal data collected will be processed in accordance with the Association's Data Protection policy.

### **Internal support**

In order to support those who experience domestic violence, the Association will:

- nominate an appointed person in the workplace as a confidential first point of contact for those experiencing domestic violence and make everyone aware of who this person is;
- offer anyone experiencing domestic violence access to counselling, and publicise the availability of this support regularly through notice boards, the intranet and ongoing health and wellbeing initiatives;
- offer access to counselling and other support to anyone perpetrating domestic violence who seek help from the employer; and
- undertake to raise workplace awareness of domestic violence issues through a programme of regular information initiatives.

### **External support**

The Association will signpost external sources of help and support including information on:

- the Corporate Alliance against Domestic Violence, which provides background information for managers and professionals on the workplace implications of domestic violence;
- Respect, which provides practical information and advice on domestic violence for perpetrators, the abused, health and social care professionals, and family and friends; and
- the National Domestic Violence Helpline, which provides advice for those experiencing domestic violence.

### **Procedure**

Where you are experiencing domestic violence you are encouraged to raise your concerns with the appointed person.

### **Your manager's role**

The Association provides training for all managers in handling sensitive issues (including domestic violence), raising awareness of domestic violence in teams, and operating the procedures for handling instances of domestic violence.

The role of your manager is to:

- identify anyone experiencing difficulties as a result of domestic violence (for example, using regular performance appraisal, or by fostering an open management culture that enables team members to disclose sensitive issues);
- provide support in the first instance, including specific advice on the options available, but also recognise the limitations of his/her role (managers are not professional counsellors or experts);
- protect confidentiality in all instances (excepting the requirements of child protection);
- refer the individual to the appropriate internal or external source of help and support, for example the Association's confidential point of contact or external agency;
- offer access to the Association's Employee Counselling Service
- ensure that the safety of everyone in the team is protected; and
- enable anyone affected by domestic violence to remain productive and at work during a difficult period in their domestic life, for example by using the Association's special leave policies and procedures.

### **Your rights and responsibilities**

#### **Attendance**

The Association recognises that those experiencing domestic violence may need to be absent from work at times and will assist them by using its special leave policies.

Individual absences can be discussed and agreed between the employee and the line manager.

#### **Security and Safety**

The Association will protect the safety and security of all employees at work, including those affected by domestic violence and their colleagues.

You need to disclose that you are at risk from domestic violence in order to receive this protection and the Association will seek to enable you to disclose such facts by generating a supportive and open management culture.

# Equality, Diversity and Inclusion

## **What this policy covers**

This policy applies to employees, workers and contractors.

The Association values and actively strives to have a diverse and inclusive workforce in a working environment free from discrimination. An inclusive work culture where people of different backgrounds are valued equally will ensure better outcomes for us all. We continually engage with our staff as well as external partners to help us to understand how we can make our workplace more inclusive and gain an insight into what our staff need most from us.

The Association will seek to promote the principles of equality, diversity and inclusion in all its dealings with employees, workers, job applicants, clients, customers, suppliers, contractors, recruitment agencies and the public.

Everyone who acts on the Association's behalf are required to adhere to this policy when undertaking their duties or when representing the Association in any other guise.

In support of this policy and its aims, the Association is a Disability Confident and National Living Wage employer.

## **Your entitlements and responsibilities**

### Unlawful discrimination

Unlawful discrimination of any kind in the working environment will not be tolerated and the Association will take all necessary action to prevent its occurrence.

Specifically, the Association aims to ensure that no employee, worker or job applicant is subject to unlawful discrimination, either directly or indirectly, on the grounds of gender, gender reassignment, race (including colour, nationality, caste and ethnic origin), disability, sexual orientation, marital status, part-time status, pregnancy or maternity, age, religion or belief, political belief or affiliation or trade union membership. This commitment applies to all aspects of employment, including:

- recruitment and selection, including advertisements, job descriptions, interview and selection procedures
- training
- promotion and career-development opportunities
- terms and conditions of employment, and access to employment-related benefits and facilities
- grievance handling and the application of disciplinary procedures
- selection for redundancy,

Equality, diversity and inclusion practice is developing constantly as social attitudes and legislation change. The Association will review all policies and implement necessary changes where these could improve equality of opportunity.

### Inclusion

Everyone within the Association must fully understand and comprehend how this policy will affect them and they must abide by the following when carrying out their duties. When working for or representing the Association you must:

- ensure that you are always presenting the best of yourself at work and in supporting your colleagues so that we encourage an engaged, welcoming and committed workplace which realises the potential of all involved;
- understand the policies surrounding Equality, Diversity and Inclusion in the capacity of your role and how they affect not only you but your fellow colleagues;
- be receptive and open to differences and where appropriate challenge your own thinking to ensure you do not fall foul of making assumptions about colleagues and/or service users who may be different to you;
- understand the full breadth of the negative impact discrimination of any kind can have on the Association, our service users and your colleagues;
- follow the appropriate channels to challenge behaviours that are not inclusive; and
- ensure that the Association's Equality, Diversity and Inclusion Policy is at the forefront of your mind when dealing with service users in order to respect their differences so that you represent the Association in the correct light.

### Managers

In addition, managers must:

- establish inclusive values throughout your team to ensure differences are being valued and inappropriate behaviour is being challenged swiftly;
- take appropriate action where there is a clear breach of the Association's Equality, Diversity and Inclusion Policy in order to discourage such behaviour and supply relevant training to encourage correct behaviours;
- be a clear role model to the team you manage to demonstrate your own actions and behaviours are in line with those of the Association's inclusion commitment; and
- consider all steps to ensure inclusion is prevalent within every stage from induction to exiting, ensuring that all decisions taken are based completely on merit and that clear opportunities to develop skills and potential is available to all.

### Recruitment of ex-offenders

The Association actively promotes equality of opportunity for all candidates, including those with criminal records where appropriate.

The Association requires you to provide details of any relevant criminal record at an early stage in the application process. Specific rules about which convictions and spent convictions you should disclose and those you need not disclose - known as "protected convictions" - are contained in legislation.

Any such information should be sent in a separate confidential letter to the designated person. Only those who need to see it as a formal part of the recruitment process will have access to this information.

Having a criminal record will not necessarily prevent you from being appointed.

Any recruitment decision will depend on the nature of the position and the circumstances and background of the offence(s). The Association will discuss with you the relevance of any offence to the job in question.

If you fail to reveal any information relating to disclosures in accordance with the Association's Disclosures Policy, this may lead to the withdrawal of an offer of employment.

The Association's policy in relation to the handling of criminal records data is contained in the Disclosure and Disclosure Information Policy.

### Career development

While positive measures may be taken to encourage under-represented groups to apply for employment opportunities, recruitment or promotion to all jobs will be based solely on merit.

Everyone will have equal access to training and other career-development opportunities appropriate to their experience and abilities.

However, the Association will take appropriate positive action measures (as permitted by equal opportunities legislation) to provide specialist training and support for groups that are under-represented in the workforce and encourage them to take up training and career-development opportunities.

### Procedure

#### Complaints of discrimination

Everyone is responsible for the promotion and advancement of this policy. Behaviour, action or words that breach the policy will not be tolerated and could be deemed an act of discrimination.

The Association will treat seriously all complaints of discrimination made by employees, clients, customers, suppliers, contractors or other third parties and will take action where appropriate.

If you believe that you have been discriminated against, you are encouraged to raise the matter as soon as possible with your manager or other senior manager using the Association's Grievance Procedure (outlined elsewhere in the Employee Handbook). If the Grievance Procedure does not apply, you should raise a complaint to a senior manager.

Allegations regarding potential breaches of this policy will be treated in confidence and investigated thoroughly. If you make an allegation of discrimination, the Association is committed to ensuring that you are protected from victimisation, harassment or less favourable treatment. Any such incidents will be dealt with under the Association's Disciplinary Procedures (or other such appropriate measures where the Disciplinary Procedure does not apply).

#### Investigating accusations of unlawful discrimination

If you are accused of unlawful discrimination, the Association will investigate the matter fully.

During the course of the investigation, you will be given the opportunity to respond to the allegation and provide an explanation of your actions.

If the investigation concludes that the claim is false or malicious, the complainant may be subject to disciplinary action.

If the investigation concludes that your actions amount to unlawful discrimination, you will be subject to disciplinary action, up to and including dismissal without notice for gross misconduct.

### Monitoring

The Association may carry out monitoring for the purposes of measuring the effectiveness of its Equality, Diversity and Inclusion Policy.



# Flexible Working

## **What this policy covers**

This policy applies to employees only.

The Association recognises that you may be interested in reducing your working hours, working from home or changing working patterns.

This policy outlines who is eligible to make a formal flexible working request, the procedure that should be followed and the issues that will be taken into account when deciding whether to agree to the request.

The Association will make every effort to accommodate requests for flexible working, provided that your duties can still be carried out effectively.

## **Your entitlements**

### **Eligibility for flexible working**

To be eligible to make a request for flexible working, you must:

- have been employed by the Association for at least 26 weeks before the request is made
- not have made a formal request to work flexibly during the past 12 months

## **Procedure**

Where you are considering making an application to the Association in terms of this policy you have a responsibility to think carefully about your desired working pattern before making an application.

### **Making an application**

You are only permitted to make one formal application per year; each year runs from the date when the application was made.

Applications must be made in writing and submitted to your manager. An application will be considered to have been made on the day that it was received by the Association.

For an application to be considered by the Association, you must:

- set out the date of the application, the change to working conditions that you are seeking and when you would like the change to come into effect
- explain what effect, if any, you think the proposed change would have on the Association and how any such effect might be dealt with
- state that this is a statutory request and whether a previous application has been made to the Association and, if so, when it was made

To help the Association consider the request please also provide details of the reasons for your application.

If you fail to provide all the required information, the Association reserves the right to ask you to re-submit the application. An application may not be considered unless it is completed and submitted in full.

### How your application will be considered

Unless your Manager intends to approve the request straight away, they will arrange to meet with you. The proposed changes will be considered in light of the impact on the Association financially, from a service viewpoint and in terms of the impact upon colleagues, as well as other practical considerations.

The meeting provides an opportunity to explore the desired work pattern in depth and to discuss how best it might be accommodated. It will also provide an opportunity to consider other alternative working patterns, should there be difficulties in accommodating the desired work pattern outlined in your application. You can be accompanied by a work colleague at this meeting.

If the application for flexible working is granted, it will mean a permanent change to your own terms and conditions of employment. Accordingly, it will be important that, before making an application, you give careful consideration to:

- any financial implications it might have on you in cases where the desired working pattern will involve a drop in salary
- any effects it will have on the Association and how these might be addressed.

### The Association's response

Following the meeting your manager will write to you to either:

- agree to a new work pattern and confirm the date from which the contract variation shall take effect

Or

- provide clear business grounds as to why the application cannot be accepted and setting out your right to appeal.

Business reasons for which the Association may reject your request are:

- the burden of additional costs
- detrimental effect on its ability to meet customer demand
- inability to reorganise work among existing employees
- inability to recruit additional employees
- detrimental impact on quality
- detrimental impact on performance
- insufficiency of work during the periods that you propose to work
- planned changes

There may also be occasions on which the Association will need further time to consider an application or to put in place other arrangements before notifying you of the final decision. Accordingly, all time periods can be extended by agreement.

### Appealing if your application is refused

If you wish to appeal against a decision, you must submit your request in writing to the individual identified in the letter confirming the outcome, no later than the end of the fifth working day after you have been notified in writing of the decision.

You will be informed of the date and time of the subsequent appeal. If you cannot attend on this day, you must contact the person named on the invitation letter to inform them of this fact. You can be accompanied by a work colleague.



After the appeal meeting, the Association shall write to you notifying you of the decision reached. This decision will be final and you will not be permitted to make another formal application until 12 months after the date of your original application.

The law requires that all requests, including any appeals, must be considered and decided on within a period of three months from first receipt.



# Grievance

## **What this policy covers**

This policy applies to employees and workers.

A grievance is any concern, problem or complaint that you have in relation to your employment.

Where possible, you should try to settle any grievance informally with your manager at the earliest opportunity. Where any grievance is unable to be resolved informally, this policy sets out the Association's Grievance Procedure.

## **Your responsibilities**

You have a responsibility to raise any grievances promptly and reasonably, assist the Association, if required, in any investigation of the matters raised in your grievance, follow the grievance procedure and attend all meetings arranged under it.

You may raise grievances either informally or formally. If you raise a grievance informally first, you may still raise the grievance formally subsequently if it is not resolved to your satisfaction.

The Association aims to deal with all grievances promptly and impartially, and to make all reasonable efforts to achieve a satisfactory outcome.

You have the right to appeal against a decision the Association makes in respect of a grievance raised by you. In these cases, the Association will make every effort for the grievance to be dealt with by a different manager to the person who dealt with the grievance initially.

The Association's decision at the appeal stage is final and there is no further right of appeal.

## **Procedure**

### **Dealing with grievances informally**

If you have any grievance, you should discuss this with your manager in the first instance, who will then attempt to resolve the situation on an informal basis.

If you feel unable to approach your manager directly, you should approach another manager or a more senior member of the Association, who will discuss with you ways of dealing with the matter.

If attempts to resolve the matter informally do not work, it may be appropriate for you to raise a formal grievance under the following formal procedure.

### **Your right to be accompanied at Grievance Meetings**

At all formal stages of this procedure, you are entitled to be accompanied by a fellow worker or by a trade union official. If you are under 18, your parent or guardian will be allowed to accompany you.

Should you wish to be accompanied, you must notify the Association of the name and position of your chosen companion as soon as possible.

### **Trade union involvement at Grievance Meetings**

If you are a member of a recognised trade union you have the right to be accompanied at formal meetings by your trade union representative regardless of whether the Association recognises a trade union.

Your trade union representative has the same rights as any other companion in that he or she is permitted to put forward and summarise your case, respond on your behalf to views expressed in the meeting, ask questions and confer with you but will not be entitled to answer questions directly on your behalf. A trade union representative who is not an employed official must have been certified by their union as being competent to accompany a worker.

The Association will request your trade union representative provides their identity card to prove they are permitted to accompany you to the meeting.

#### Formal procedure

The Association will make all reasonable efforts to deal with formal grievances in a fair and consistent manner. While the Association will make every effort to settle any grievance within the time limits detailed in this procedure, this may not be possible on some occasions.

You must set out the nature of the grievance, and the full particulars of it, in writing. The written grievance should be submitted to your manager in the first instance, or to the person identified in your contract of employment. If your grievance is against your manager, you should submit it to another manager or a more senior member of the Association.

#### Attending the Grievance Meeting

You will be invited to a meeting to discuss the grievance, normally within five working days of the Association receiving your grievance. You must take all reasonable steps to attend this meeting.

Prior to the meeting, you should ensure that you are fully prepared to present your grievance, share any supporting evidence and answer any questions relating to the incident/circumstances in question.

You must notify and obtain the consent of all those present at the meeting if you intend to record it.

#### Notification of the outcome

After the Grievance Meeting, an appropriate period of time may be taken to allow for any further investigation and/or the consideration of all the facts before a decision is reached. The Association will then, normally, inform you in writing of its decision regarding the raised grievance without unreasonable delay. The letter will also explain your right to appeal against any decision taken.

#### Recording of meetings

The Association will normally arrange for summary minutes to be taken at any formal meeting. It is not the policy of the Association to record meetings by any other means (e.g. digital, audio recording and photographs). You (or any party accompanying you) must not record any meeting without the express permission of the Association in advance. Where a meeting is to be recorded then parties must agree to it in advance. If requested, a copy of the minutes/recording will be provided (in line with data protection principles).

#### Appeals against grievance outcomes

If you are dissatisfied with a decision made regarding a grievance you have raised, you have the right of appeal. Whenever possible, the appeal will be dealt with by a different manager to the person who dealt with the grievance.

Your appeal must be made in writing, stating the reasons for the appeal, to the individual identified in the decision letter. This should be submitted no later than the end of the fifth working day after you received written notification.

### The Appeal Meeting

The Association will arrange and hold an Appeal Meeting as quickly as possible, normally within five days. You will be entitled to attend the Appeal Meeting and will be given an opportunity to state your case.

You must take all reasonable steps to attend this meeting. If you feel that you have a legitimate reason as to why you cannot attend the meeting on the proposed date, you must contact the person named on the invitation letter to inform them of this fact immediately. The meeting may then be delayed to facilitate your attendance, if this is considered reasonable.

You must notify and obtain the consent of all those present at the meeting if you intend to record it.



# Harassment and Bullying

## What this policy covers

This policy applies to employees, workers and contractors and covers bullying & harassment of anyone in the workplace. The workplace includes normal business premises, client sites or any work-related setting (including locations for training and work-related social events). This policy also applies to virtual settings and social media where deemed to be work-related.

As part of the Association's overall commitment to equality of opportunity, it is fully committed to promoting a fair and harmonious working environment in which everyone is treated with respect and dignity and in which no individual feels bullied, threatened or intimidated. The aim of this policy is to prevent harassment and bullying in the workplace which includes harassment and bullying by other workers or by third parties you encounter while doing your job.

Harassment or bullying at work in any form is unacceptable behaviour and will not be permitted or condoned and will be viewed as a gross misconduct offence which may result in dismissal without notice.

## What is harassment and bullying?

Harassment and bullying detract from a productive working environment and can impact on the health, confidence, morale and performance of those affected by it, including anyone who witnesses or has knowledge of the unwanted or unacceptable behaviour.

### Definition of harassment

Harassment is any unwanted physical, verbal or non-verbal conduct based on sex, sexual orientation, marital or civil partnership status, gender reassignment, religion or belief, age, race or disability which affects the dignity of anyone at work or creates an intimidating, hostile, degrading, humiliating or offensive environment.

A single incident of unwanted or offensive behaviour can amount to harassment. Some examples are given below, but many forms of behaviour can constitute harassment. These examples are:

- physical conduct, ranging from touching, pushing or grabbing to punching or serious assault
- verbal or written harassment through jokes, offensive language, defamatory remarks, gossip, threats or letters
- unwelcome sexual behaviour, including unwanted suggestions, propositions or advances
- the sending or displaying of material that is pornographic or obscene, including e-mails, text messages, video clips, photographs, posters, emblems or any other offensive material
- inappropriate posts or comments on or via social media commonly known as "cyber bullying"
- isolation, non-co-operation at work or exclusion from social activities
- coercion, including pressure for sexual favours
- inappropriate personal contact, including intrusion by pestering or spying

It should be noted that it is the impact of the behaviour that is relevant and not solely the motive or intent behind it.

### Definition of bullying

Bullying is persistent, offensive, abusive, intimidating or insulting behaviour, which, through the abuse of power, makes the recipient feel upset, threatened, humiliated or vulnerable.

Bullying can be a form of harassment and can undermine an individual's self-confidence and self-esteem and cause them to suffer stress.

Bullying can take the form of physical, verbal and non-verbal conduct. As with harassment, there are many examples of bullying, which can include:

- shouting at or humiliating others
- high-handed or oppressive levels of supervision
- unjustified, offensive and/or insulting remarks about performance
- exclusion from meetings, events or communications without good cause
- physical or emotional threats

Bullying can occur in the workplace and outside of the workplace at events connected to the workplace, such as social functions or business trips.

### **Your rights and responsibilities**

#### Your rights

You have the right to work in an environment which is free from any form of harassment or bullying. The Association recognises your right to complain about harassment or bullying should it occur. All complaints will be dealt with seriously, promptly and confidentially.

Every effort will be made to ensure that, when you make a complaint, you will be protected from further acts of bullying and harassment. If others also give evidence or information in connection with the complaint, they equally will be protected. Perpetrators of these acts will be subject to disciplinary action which may warrant dismissal.

#### Your responsibilities

You have a responsibility to help ensure a working environment in which the dignity of everyone is respected. You must comply with this policy and you should ensure that your behaviour to colleagues and anyone connected to the Association, does not cause offence and could not in any way be considered to be harassment or bullying.

You should discourage harassment and bullying by making it clear that you find such behaviour unacceptable. You should also support colleagues who suffer such treatment and are considering making a complaint. You must alert a manager or supervisor immediately to any incident of harassment or bullying to enable the Association to deal with the matter promptly and effectively.

#### The Association's responsibilities

The Association will ensure that adequate resources are made available to promote respect and dignity in the workplace and to deal effectively with complaints of harassment and bullying. This policy and procedure will be communicated effectively to all and the Association will ensure that everyone is aware of their responsibilities. Appropriate training, where necessary, will be provided.

### **Procedure**

In order to raise a complaint of harassment or bullying, please refer to the Association Grievance Procedure (outlined elsewhere in this Employee Handbook).



### False Allegations

The Association will treat malicious false allegations very seriously and this may result in disciplinary action up to and including dismissal.



## Hours of Work & Flexitime Policy

This policy applies to employees.

The Association's official hours of business are 0900 hours to 1700 hours Monday to Friday. You will be advised of your hours of work in your letter of appointment/contract of employment.

### Flexible Working Hours

The Association operates a scheme of flexible working hours. The operation of flexible working hours is subject to overriding requirements of your duties and of the section in which you work.

Flexi time recording is managed through the Astrow flexi system which records all clocking times and is used to request and record holidays and other absences.

You are required to clock in and out, either using the flexi machine which is located at the rear door of the main office or the desktop Astrow web application.

The working day is divided into two parts - core time and flexitime.

Core time - Monday to Friday 1000 hours to 1130 hours and 1400 hours to 1530 hours

Flexitime - Monday to Friday 0730 hours to 1000 hours, 1130 hours to 1400 hours and 1530 hours to 1830 hours

Full timers must be at work during core times, which accounts for 15 hours of the working week, except when authorised absent. All staff must have a minimum lunch break of 30 minutes each day.

If you are part-time, you will be notified of your hours in your letter of appointment/contract and flexitime regulations will apply to you on a pro rata basis.

You have flexibility to decide how you make up the remaining 20 hours of your contracted 35 hours per week (subject to ensuring adequate staff coverage).

Marked variations in starting or finishing times must be notified to line managers whenever possible, in particular when you will not be in for the official start time of 0900 hours.

You are permitted to carry forward a maximum flexi credit of 14 hours per month and must not be more than 5 hours in debit at the end of a period. It is important that you manage your time as credit balances over 14 hours are lost.

If you forget to clock in, you must advise the Reception Staff or the PA to the Chief Executive (with a copy to your line manager) via email who will make the necessary amendment to the system. Any unusual adjustment requests may be referred back to your line manager for review/investigation before the adjustment is actioned.

All full-timers are permitted to take up to two days off per month (pro-rata for part timers) using your flexi credit, providing there is sufficient cover in the section and having obtained approval from your line manager.

To apply for flexi leave you should action the request using the Astrow system and have approval before you may proceed with time off.

### Absences

All absences must be authorised by the line manager. Any absences other than normal holiday or flexi day requests should be sent by the manager to the Reception Staff or the PA to the Chief Executive for adjustment/ recording in the Astrow system.

When going out on official business you must swipe out using the flexi-system choosing the correct option depending on whether or not you are returning to the office.

When you are absent on business and not coming into the office first or coming in later you must inform the Reception Staff or the PA to the Chief Executive (with a copy to your line manager), providing details and times of the adjustments required. Any unusual adjustment requests may be referred back to your line manager for review/investigation before the adjustment is actioned.

When absent on business you must record your actual hours minus a lunch break. In normal circumstances this will be 7 hours.

All absences during core time must be approved by the line manager and should be recorded by clocking out/in.

Non business absence is divided into two categories - those classed as special leave for which time is given and those which time has to be made up, as follows:

Absences with special leave are hospital, physiotherapy or emergency appointments and by prior agreement, counselling services paid for by the Association where appointments are within the working day. In these cases your normal start/finish times will be used to calculate the time granted for attendance.

Absence for which time must be made up would be appointments that could be made outwith business hours or by using flexi-time for example doctor, dentist, driving lessons or driving test.

Annual or public holidays and other days when the office is closed will be recorded on the flexi-system as the normal contracted hours. For example for a full timer this would be 7 hours per day or 35 hours per week.

### **Overtime**

If you have been authorised to work overtime by line managers, you should always use the flexi system to record the extra hours worked. Overtime will normally be time worked out with the normal flexi start/finish times. Any hours worked in this time will be recorded in the flexi system but will not be added to the flexi time balance as it will be paid at the appropriate rate or converted to Time off in Lieu (TOIL).

All overtime must be agreed with line managers and approved by the Chief Executive prior to any work being completed.

Overtime is calculated using plain-time hourly rates for extra work completed Monday to Friday and double time for work done at weekend and public holidays.

### **Call-out Allowances**

Call-out allowances are calculated at 3 times the hourly rate of pay for each call and plain-time for each full hour thereafter.

Mileage rates are also payable to and from home for each call-out.

### **Flexi-time**

The Association's flexi-time system is to help you balance your work and private life in a reasonable way. Flexi-time is a privilege, not a right, and should work for the benefit of you as well as the Association.

The Association, at its discretion, may withdraw flexi working for anyone infringing the rules set out in this policy. If flexi-time is withdrawn you will be required to work Monday to Friday 0900 hours to 1700 hours with 1 hour for lunch (or appropriate other fixed hours for part timers).

If you deliberately falsify recordings of time you may render yourself liable to summary dismissal under the rules relating to gross misconduct.

Where flexi-time off can not be given for operational reasons, you will be given special permission to carry forward the time to the next month. You will be allowed to have additional time off the following period to use the extra hours.



# Maternity and Adoption Leave

## **What this policy covers**

This policy applies to employees. However, Statutory Maternity and Adoption Pay may be available to both employees and workers.

This policy outlines your statutory rights and responsibilities when you are pregnant, give birth or adopt a child. It also outlines the arrangements and notification requirements before, during and after a period of Maternity or Adoption Leave, your statutory entitlements to pay during your leave and your right to return to work following Maternity or Adoption Leave.

This policy also covers associated issues such as holidays.

Entitlements and procedures that apply to Shared Parental Leave are contained in a separate policy in this Handbook.

## **Your entitlements**

### **Time off for antenatal care**

If you are pregnant, you have the right to take reasonable time off work, with pay, during your working hours to receive antenatal care, regardless of your length of service. This includes relaxation and/or parent craft classes, when this has been recommended on medical grounds by your registered medical practitioner or registered midwife.

The Association requires you to give reasonable notice when making a request to take time off for scheduled antenatal appointments. Prior to time off being authorised, you will also be required to provide a copy of your appointment card and/or medical certificate confirming your pregnancy, with the exception of your first appointment.

### **Time off for adoption appointments**

If you intend to adopt a child, you are entitled to time off to attend adoption appointments. Adoption appointments refer to those which take place after you are notified that a child is to be placed with you for adoption or for a fostering for adoption placement and before the placement occurs.

The amount of time off (and any entitlement to pay) depends on whether you have elected to be the main adopter or are the partner of the main adopter. No request for time off will be unreasonably refused.

If you are the main adopter, you are entitled to time off to attend adoption appointments on up to five occasions. The maximum time off which can be taken on each occasion is six and a half hours. Time off will be paid at your normal rate of pay.

If you are the partner of the main adopter, you are entitled to time off to attend up to two adoption appointments. The maximum time off which can be taken on each occasion is six and a half hours. Time off is unpaid.

### **Different types of leave available**

If you are pregnant or you have recently given birth, you are entitled to Maternity Leave.

If you adopt a child, either you or your partner will be entitled to Adoption Leave. Adoption leave can be taken by either partner adopting a child jointly, regardless of your gender. To obtain the benefit of these rights, you must comply with the qualifying conditions that are outlined below.

Where you meet the eligibility criteria, you are entitled to 52 weeks' Maternity or Adoption Leave, in order to care for a new baby or a newly adopted child who is up to 18 years of age.

Maternity and Adoption Leave is made up of 26 weeks' Ordinary Leave, followed by 26 weeks' Additional Leave. Additional Maternity Leave (AML) or Additional Adoption Leave (AAL) follows immediately after the end of your Ordinary Leave. There can be no gap between the two types of leave.

New mothers and adoptive parents have the right to transfer all, or part, of their AML or AAL entitlement to the other parent or to share Parental Leave. Further details can be found in the Paternity Leave policy and the Shared Parental Leave policy (outlined elsewhere in the Employee Handbook).

#### Compulsory Maternity Leave

When you give birth, you are legally compelled to take a minimum of two weeks' Maternity Leave immediately after giving birth. For health and safety reasons, new mothers who work in a factory have a longer minimum period of four weeks.

#### Benefits during Maternity or Adoption Leave

During Maternity or Adoption Leave, you are entitled to receive all your normal contractual benefits, including annual holiday entitlement, with the exception of your normal pay.



### Statutory Maternity and Adoption Pay (SMP/SAP)

SMP and SAP are payable for up to 39 weeks.

The Association's maternity pay has been enhanced and is calculated as follows:

Six weeks full pay (includes current SMP rate), plus

14 weeks half pay including current SMP rate, these payments combined will not exceeding normal gross pay, plus

19 weeks payable at current SMP rate.

If your earnings are below the standard rate set by the Government, you will be paid at the equivalent of 90% of your average earnings in the eight-week period before the Qualifying Week or the date the child is matched.

Additional Maternity Leave for the remainder of the 52 weeks is unpaid.

If you do not qualify for SMP or SAP, you may be entitled to claim for an allowance of financial support by contacting your local benefits office.

### Qualifying for SMP and SAP

To qualify for SMP or SAP you must:

- have average weekly earnings equal to or above the Lower Earnings Limit for National Insurance purposes during the eight-week period up to and including the Qualifying Week or the date you are matched with a child
- have been continuously employed for at least 26 weeks, ending with the 15<sup>th</sup> week before your expected week of childbirth (the 'Qualifying Week') or the date you are informed by the approved adoption agency, or the central authority, that you have been matched with a child
- (if you are pregnant) still be pregnant at the 11<sup>th</sup> week before your expected week of childbirth or have had the child by that time
- give the Association at least 28 days' notice (or, if that is not possible, as much notice as is reasonably practicable) of the day you would like your SMP or SAP to start
- provide the Association with the appropriate medical certification of your expected week of childbirth, normally using the medical certificate MAT B1, or provide a written declaration that you have chosen to receive SAP rather than Statutory Paternity Pay

### Returning to work after Maternity or Adoption Leave

You do not need to give notice of your return to work if you simply return at the end of your Maternity or Adoption Leave period.

If you wish to return to work before the full entitlement of your Maternity or Adoption Leave has ended, or change your mind about the intended date of return to work, you must give the Association a minimum of eight weeks' notice of the intended date of your return.

In the event that you fail to give the required eight weeks' notice of an earlier date of return, the Association may postpone your return until the end of the eight weeks' notice you should have given, or until the end of the Maternity or Adoption Leave period, whichever is earlier.

You are entitled to return to your original job at the end of Ordinary Maternity or Adoption Leave. Where you take Additional Maternity or Adoption Leave, you are also entitled to return to your original job at the end of the Additional Leave. However, if this is not reasonably practicable, you will be offered a similar role on no less favourable terms and conditions.

You will not lose the right to return to work if you do not follow the correct notification procedures. However, the Association may take appropriate disciplinary action if you fail to return to work at the end of the Maternity or Adoption Leave period.

In the event that you are unable to return to work at the end of the Maternity or Adoption Leave due to ill health, the Association's normal sickness absence rules, procedures and payments will apply.

### Holiday entitlement and Maternity or Adoption Leave

Annual holiday entitlement will continue to accrue during the whole of your Maternity or Adoption Leave. You must discuss and agree with the Association, in advance, when your accrued holiday entitlement can be taken.

Holiday entitlement cannot be taken simultaneously with Maternity or Adoption Leave. Accrued holiday can only be taken either before the beginning of the Leave or after the end of the Leave. Authorisation must be obtained from the Association in the normal way prior to your accrued holiday being taken.

### Contact during Maternity or Adoption Leave

The Association may make reasonable contact with you during your Maternity or Adoption Leave. In addition, you may attend work during your Maternity or Adoption Leave, for a limited period, without affecting your Maternity or Adoption Leave. These days are referred to as Keeping in Touch days (see below).

### Keeping in Touch (KIT) days

During your Maternity or Adoption Leave, you may work up to 10 days for the Association, during your Leave, without losing your right to your Maternity or Adoption Leave pay.

Any days worked will be paid at your normal rate of pay, and any SMP or SAP will be taken into account for these purposes.

Neither you nor the Association is under any obligation to agree to work or provide work for KIT days.

## **Procedures**

### Notification procedures for Maternity Leave

If you are pregnant and give birth to a child, you are entitled to take Maternity Leave. To be eligible, you must comply with the rules and procedures set out below:

- no later than the end of the 15th week before the week your child is due, you must give the Association notice of:
  - the fact that you are pregnant and the date on which you intend to start your Maternity Leave
  - the expected week of childbirth, which must be confirmed by providing the medical certificate MAT B1
- within 28 calendar days of you giving notice, the Association will respond in writing, to confirm the date on which your Maternity Leave will end. This will normally be 52 weeks from the start of your Maternity Leave
- the earliest you may start your Maternity Leave is 11 weeks before your expected week of childbirth. However, Maternity Leave will start automatically if you give birth before this date

Your Maternity Leave will automatically start if you are absent from work for a pregnancy-related illness during the four weeks before your expected week of childbirth.

### Changing the start of your Maternity Leave

You may change your mind about when you want to start your Maternity Leave, as long as you notify the Association, in writing, of your new start date. You must give the Association the relevant notice by whichever date is the earlier of the following notice periods:

- 28 days before the date on which you originally intended to start your leave

Or

- 28 days before the new date on which you want to start your leave

### Notification procedures for Adoption Leave

If you adopt a child, you are entitled to Adoption Leave. This right applies to both men and women.

The partner of an individual who adopts, or the other partner of a couple adopting a child jointly, may also be entitled to Paternity Leave and Statutory Paternity Pay.

If you are part of a couple that adopts a child, you can choose which partner will take Adoption Leave and which will take Paternity Leave. Either partner can choose the type of leave that applies to them.

To qualify for Adoption Leave, you must:

- be newly matched with a child for adoption by an approved adoption agency (this includes placement of a child with local authority foster parents who are prospective adopters under the fostering for adoption scheme)
- have notified the agency that you agree that the child should be placed with you and have agreed the date of placement
- notify the Association of when you want to take Adoption Leave no more than seven calendar days after being notified that you have been matched with a child
- in the case of surrogacy adoption leave, be in receipt of, or in the process of applying for, a parental order.

You should also give the Association the matching certificate from the approved adoption agency as evidence of your entitlement to Adoption Leave. Only one period of Adoption Leave will be available, irrespective of whether you have more than one child placed with you for adoption as part of the same arrangement.

Within 28 calendar days of you giving notice, the Association will respond in writing to you, confirming the date when your Adoption Leave will end. This will normally be 52 weeks from the start of the Adoption Leave.

You may choose to start your Adoption Leave either from;

- the date of the child's placement

Or

- a fixed date, which can be up to 14 calendar days before the expected date of the child's placement

### Changing the start of your Adoption Leave

You may change your mind about when you want to start Adoption Leave, as long as you notify the Association, in writing, of your new start date. You must give the Association the relevant notice by whichever date is the earlier of the following notice periods;

- 28 days before the date you originally intended to start your leave or
- 28 days before the new date you want to start your leave

### Overseas adoption

If you are adopting a child from overseas, you must have received official notification that the adoption has been approved by the central authority and give the Association notice, in writing, at each of the three notification stages.

The Association will require copies of official notification as evidence of the child arriving in the UK and to support your request to take Adoption Leave.

The procedures for overseas adoption are determined by the central authority and are thorough. In the first instance, you should discuss your intention to take Adoption Leave within 28 days of the date on which you received the official notification.

# Monitoring

## **What this policy covers**

This policy applies to employees, workers and contractors.

This policy sets out the Association's approach to monitoring, provides information relating to the types of monitoring used and the Association's obligations in relation to such monitoring and in introducing additional monitoring.

## **The Association's responsibilities**

You should be aware that the Association may carry out monitoring of employees, workers and contractors.

Monitoring may be necessary either to allow the Association to perform its contract with you or for the Association's own legitimate interests. The Association's reasons for monitoring include:

- security and the prevention and detection of crime
- ensuring appropriate use of the Association's telecommunications and computer systems
- ensuring compliance with regulatory requirements
- monitoring attendance, work and behaviour;

## **Types of monitoring**

The monitoring carried out may include:

- monitoring of premises using video cameras
- monitoring e-mails and analysing e-mail traffic
- monitoring websites visited by staff using Association systems
- recording telephone calls and checking call logs
- monitoring the use of Association vehicles via vehicle-tracking systems
- monitoring, including recording, of digital meeting systems used by staff
- entry and exit systems, including the use of biometric data such as fingerprints
- tracking via mobile devices

The Association may use information gathered through monitoring as the basis for disciplinary action.

If disciplinary action results from information gathered through monitoring, you will be given the opportunity to see or hear the relevant information in advance of the disciplinary meeting.

The Association will ensure data collected through monitoring is processed in accordance with the Association's Data Protection Policy and data protection legislation and, in particular, it will be kept secure and access will be limited to authorised individuals.

### Additional monitoring

The Association reserves the right to introduce additional monitoring. Before doing so, the Association will:

- identify the purpose for which the monitoring is to be introduced
- ensure that the type and extent of monitoring is limited to what is necessary to achieve that purpose
- where appropriate, consult with affected staff in advance of introducing the monitoring
- weigh up the benefits that the monitoring is expected to achieve against the impact it may have on staff

The Association will ensure that you are aware of when, why and how monitoring is to take place and the standards they are expected to achieve.

### Covert monitoring

If the Association has reason to believe that certain employees, workers or contractors are engaged in criminal activity, the Association may use covert monitoring to investigate that suspicion. In such instances, any monitoring will take place under the guidance of the police and will be carried out in accordance with Data Protection legislation.

# Parental Bereavement Leave

## **What this policy covers**

This policy applies to employees. However, Statutory Parental Bereavement Pay may be available to both employees and workers.

This policy outlines your statutory right to Parental Bereavement Leave and the qualifying conditions for Statutory Parental Bereavement Pay and the procedure that you need to follow when requesting Parental Bereavement Leave. It also provides information relating to your contractual rights and your right to return to work following Parental Bereavement Leave.

The following sections provide only a general guide; further guidance and clarification must be sought from Management.

## **Your entitlements and responsibilities**

You can take up to two weeks' Parental Bereavement Leave in the 56 weeks following the death of a child aged under 18 of which you are a parent or partner of a parent.

Leave may be taken as a single unit of two weeks, or as two units of one week each.

## **Qualifying conditions for Parental Bereavement Leave**

In order to qualify for Parental Bereavement Leave you must:

- be a "parent" of the child or be the partner of such a person. "Parent" is defined widely and includes adoptive parents and kinship carers.
- confirm the requested leave is parental bereavement leave.

If you are eligible you are entitled to take up to two weeks' paid parental bereavement leave.

Parental bereavement leave must be taken in units of either one whole week or two consecutive whole weeks. Leave may start on any day of the week, on or following the child's death, but must be completed within 56 weeks of the date of death of the child.

## **Statutory Parental Bereavement Leave Pay**

Statutory Parental Bereavement Leave Pay is paid at a statutory rate, or 90% of weekly earnings, whichever is the lower amount.

In order to qualify for Statutory Parental Bereavement Leave Pay you must:

- have worked continuously for the Association for 26 weeks up to the end of the week prior to the child's death (the "relevant week")
- have average weekly earnings equal to or above the Lower Earnings Limit for National Insurance purposes over the eight week period leading up to the end of the relevant week.

## **Contractual benefits during your Parental Bereavement Leave**

You are entitled to your normal terms and conditions of employment, with the exception of pay, whilst on Parental Bereavement Leave.

## **Right to return to work following Parental Bereavement Leave**

You are normally entitled to return to the same job following your Parental Bereavement Leave.

If your Parental Bereavement Leave immediately follows a period of Additional Maternity Leave, Shared Parental Leave or Parental Leave of more than four consecutive weeks you are also entitled to return to your original job at the end of the Parental Bereavement Leave. However, if this is not reasonably practicable, you will be offered a similar role on no less favourable terms and conditions.

#### Contact during Parental Bereavement Leave

The Association may make reasonable contact with you during your Parental Bereavement Leave.

### **Procedure**

#### Requesting Parental Bereavement Leave

The Association understands that, due to the nature of the circumstances giving rise to Parental Bereavement Leave, it will not always be possible to give the Association advance notice of any leave, but you should let the Association know as soon as you can.

You must give the Association notice of your intention to take Parental Bereavement Leave, stating:

- the date of the child's death
- the date on which the leave is to begin
- whether you intend to take one or two weeks' leave

You do not have to do this in writing, but you will need to give the Association sufficient information for us to understand that your time off falls under the Parental Bereavement Leave provision.

If notice to take Parental Bereavement Leave is being given within the first 56 days after your child's death, this should be given before your scheduled start time on the first day of absence or, if this is not reasonably practicable, notice should be given as soon as reasonably practicable.

If you wish to take Parental Bereavement Leave later than 56 days after your child's death, you must give at least one week's notice.

#### Taking Parental Bereavement Leave

Leave may start on any day of the week on or following the child's death. Your leave must be completed within 56 weeks of the date of death of the child.

#### Claiming Parental Bereavement Leave Pay

Although you do not need to give notice in writing to request Parental Bereavement Leave, if you wish to claim Parental Bereavement Leave Pay (subject to the qualifying conditions), you must provide the Association with the following information in writing:

- the date of your child's death;
- a declaration that you meet the qualifying conditions (i.e. that you are the parent of the child).

#### Returning to work after your Parental Bereavement Leave

You are normally entitled to return to work following Parental Bereavement Leave to the same position you held before commencing your leave. Your terms of employment will continue to be the same as they would have been had you not been on Parental Bereavement Leave.



If your Parental Bereavement Leave has been combined with a period of Additional Maternity Leave or Shared Parental Leave totalling more than 26 weeks or a period of Parental Leave of more than four consecutive weeks, and it is not reasonably practicable for you to return to the job you held before commencing leave, the Association will offer you a suitable and appropriate alternative position.

Breach of this policy

If you take a period of Parental Bereavement Leave fraudulently, you may be subject to disciplinary action up to and including dismissal.



# Parental Leave

## **What this policy covers**

This policy applies to employees only.

The Association recognises that working parents may need to take additional unpaid leave from work to care for their children. This policy outlines the qualifying conditions and the procedure to request Parental Leave. It also sets out how and when the leave can be taken, provides information on your contractual rights and your right to return to work following Parental Leave.

If you meet the qualifying conditions set out below, you are entitled to take the relevant Statutory Parental Leave for each child. The Association will consider all requests for Parental Leave, however, you must be aware that Parental Leave can only be authorised to be taken at a time to suit the needs of the business.

## **Your entitlements**

### **Qualifying conditions**

In order to qualify for Parental Leave, you must have been employed by the Association for a continuous period of one year or more. You must also have responsibility for the child and you must be one of the following:

- the biological mother or father of the child
- the child's adoptive parent (male or female)
- have legal responsibility for the child, such as the child's legal guardian

You must confirm that the requested leave is intended for the purpose of spending time with or caring for the child.

### **Taking Parental Leave**

If you meet the qualifying conditions, you are entitled to:

- a maximum of 18 weeks' unpaid Parental Leave for each of your children under the age of 18; the leave must be taken before the child's 18<sup>th</sup> birthday.

You should be aware that there is a maximum of four weeks' Parental Leave that can be taken in any one year.

Parental Leave can only be taken in blocks of one complete week or more, except in the case of children with a disability, when you may take Parental Leave one day at a time.

### **Contractual benefits during Parental Leave**

You are entitled to enjoy your normal terms and conditions of employment, with the exception of pay, while on Parental Leave.

## **Procedure**

If you meet the qualifying conditions detailed above, you are required to give the Association a minimum of 21 calendar days' notice, in writing, of your request to take Parental Leave. The request must specify the start and end date of the intended leave and state that the purpose of the leave is to spend time with or to take care of the child.

You must confirm if you have previously taken Parental Leave, in relation to the same child, during any previous or other employment with another employer.

You are also required to provide evidence of your responsibility to the child and the child's date of birth or date of adoption placement. This evidence can be a birth certificate; adoption or matching certificate; court order or parental responsibility agreement.

If you intend to take a period of Parental Leave immediately after a period of Paternity Leave, you must give the Association a minimum of 21 days' notice from the beginning of the expected week of childbirth or placement.

#### The right to postpone Parental Leave

The Association has the right to postpone your Parental Leave for up to six months if the timing of your absence will unduly disrupt the business. However, any Parental Leave requested to take place immediately after the birth of your child, or the date of placement, will not be postponed provided that you have given 21 calendar days' notice of your intention to take Parental Leave at this time.

#### Returning to work after Parental Leave

You are normally entitled to return to work following Parental Leave to the same position you held before commencing your leave. Your terms of employment will remain unchanged upon your return from a period of Parental Leave.

If your Parental Leave has been combined with a period of Maternity, Adoption, Shared Parental or Paternity Leave of more than four consecutive weeks, and it is not reasonably practicable for you to return to the same position you held before commencing leave, the Association will offer you a suitable and appropriate alternative position.

#### Breach of this policy

If you take a period of Parental Leave under this policy for any purpose other than to spend time with or otherwise care for your child, you may be subject to disciplinary action, up to and including dismissal.

# **Paternity Leave and Paternity Pay**

## **What this policy covers**

This policy applies to employees. However, Statutory Paternity Pay may be available to both employees and workers.

This policy outlines your statutory right to Paternity Leave and the qualifying conditions and the procedure that you need to follow when requesting Paternity Leave. It also provides information relating to your contractual rights and your right to return to work following Paternity Leave.

You may also be eligible to take Shared Parental Leave. Entitlements and procedures that apply to Shared Parental Leave are contained in a separate policy in this Handbook.

The following sections provide only a general guide; further guidance and clarification must be sought from Management.

## **Your entitlements and responsibilities**

### **Right to accompany a pregnant woman to antenatal appointments**

You have the right to take unpaid time off during working hours to accompany a pregnant woman to antenatal appointments where you:

- are the pregnant woman's husband or civil partner, or
- live with the woman in an enduring family relationship (whether heterosexual or same-sex relationship) and are not a relative of the woman, or
- are the expected child's father, or
- are one of a same-sex couple who is to be treated as the child's other parent under the assisted reproduction provisions, or
- are the potential applicant for a parental order under surrogacy laws.

This time off is limited to:

- no more than two occasions
- each lasting no more than six and a half hours

### **Paternity Leave**

You can take Paternity Leave (PL) in relation to the birth or adoption of a child. If you are the partner of an individual who adopts, or you are the other member of a couple who is adopting jointly, you may be entitled to Paternity Leave.

If you have adopted the child, you can choose who will take the Adoption Leave and who will take the Paternity Leave. Only one period of Maternity or Adoption Leave and one period of Paternity Leave may be taken between the couple even if your partner works for a different company.

Further details of Adoption Leave entitlement are set out in the Maternity and Adoption Policy (outlined elsewhere in the Employee Handbook).

### Qualifying conditions for Paternity Leave

In order to qualify for Paternity Leave you must:

- have worked continuously for the Association for 26 weeks leading into the 15th week before the child is due; or by the week in which an approved adoption agency matches you with the child (the notification week)
- be the biological father of the child or the mother's husband or partner (male or female) or have, or expect to have, responsibility for the child's upbringing
- confirm the requested leave is intended for the purpose of caring for the child, or to support the child's mother or adoptive parent in caring for the child.

If you are eligible you are entitled to take up to two weeks' paid PL. PL must be taken in units of either one whole week or two consecutive whole weeks. Leave may start on any day of the week, on or following the child's birth, but must be completed:

- within 56 calendar days of the actual date of birth of the child; or
- if the child is born early, within the period from the actual date of birth up to 56 calendar days after the expected week of birth.

You may change your mind about the starting date for PL, providing you tell the Association at least 28 calendar days in advance of the changed start date (or as soon as is reasonably practicable, if not in a position to do so within the prescribed period).

### Statutory Paternity Pay

If you are eligible you are entitled to be paid during your PL following the birth or placement of your child in order to care for the child or support its mother or adoptive parent.

During PL, it is likely that you will be entitled to Statutory Paternity Pay (SPP), which will be the same as the standard rate of Statutory Maternity Pay (SMP). In order to qualify for SPP you must:

- meet the PL qualifying conditions mentioned above and
- have average weekly earnings equal to or above the Lower Earnings Limit for National Insurance purposes over the eight week period leading up to and including, the 15th week before the child is due or, in adoption cases, the Notification Week

In addition to meeting the conditions detailed above, the Association may request you to provide a self certificate as evidence that the mother or adoptive parent meets these conditions. The self certificate must also provide the information required above and include a declaration that you meet the necessary conditions.

### Contractual benefits during your Paternity Leave

You are entitled to enjoy your normal terms and conditions of employment, with the exception of pay, whilst on Paternity Leave. You are also entitled to return to the same job following your leave.

If the Association provides you with an enhanced contractual right to Paternity Leave or Paternity Pay you should clearly understand, that when payment of contractual paternity pay is made this is inclusive of any SPP entitlement i.e. you are not entitled to both.

### Contact during Paternity Leave

The Association may make reasonable contact with you during your Paternity Leave.

## **Procedure**

### **Requesting Paternity Leave**

If you wish to take PL you must notify the Association by the 15th week before the expected week of childbirth or no more than seven days after you are notified of being matched with the child, stating the week the child is due, or the expected placement date; whether you wish to take one week's or two weeks' continuous leave; and the date you want the leave to start.

The Association will consider all requests for Paternity Leave. However, you must be aware that Paternity Leave can only be authorised to be taken immediately after the birth or the placement of the child or if later at a time to suit the needs of the business.

### **Taking Paternity Leave**

You are permitted to take PL in units of either one whole week or two consecutive whole weeks.

Leave may start on any day of the week on or following the child's birth or the date of adoption placement. Your leave must be completed within 56 calendar days of the actual date of birth of the child, or the date of the adoption placement.

If the child is born early, leave must be taken within the period from the actual date of birth up to 56 calendar days after the expected week of birth.

### **Changing the start of your Paternity Leave**

Where you are to take PL in respect of a child's birth or to coincide with the day a child is placed with you, you can give written notice to vary the start date of your leave from that which you originally specified.

At least 28 days before the Expected Week of Childbirth or the Expected Placement Date, notice should be given where you wish to:

- vary your leave to start on the day of the child's birth
- vary your leave to start a specified number of days after the child's birth or after the placement date of the child (minus the specified number of days)
- vary your leave to start on a specific date (or a different date from that you originally specified).

### **Returning to work after your Paternity Leave**

You are normally entitled to return to work following Paternity Leave to the same position you held before commencing your leave. Your terms of employment will continue to be the same as they would have been had you not been on Paternity Leave.

If your PL has been combined with a period of Shared Parental Leave totalling more than 26 weeks or a period of Parental Leave of more than four consecutive weeks, and it is not reasonably practicable for you to return to the job you held before commencing leave, the Association will offer you a suitable and appropriate alternative position.

If you are unable to return to work following a period of Paternity Leave due to sickness or injury, this will be treated as sickness absence and the normal reporting procedures will apply.

You should be aware if you do not return to work for any other reason, the Association will treat a late return as an unauthorised absence, which may result in disciplinary action up to and including dismissal without notice.

Breach of this policy

If you take a period of Paternity Leave under this policy for any purpose other than to care for the child, you may be subject to disciplinary action up to and including dismissal.



# **Personal Relationships at Work**

## **What this policy covers**

This policy applies to employees, workers and contractors.

This sets out the Association's rules regarding personal relationships at work and outlines your responsibilities.

## **Your entitlements and responsibilities**

The Association recognises that working together may lead to personal friendships forming and, in some cases, close personal relationships.

These rules are aimed at striking a balance between your right to a private life and the Association's right to protect its business.

The Association does not, as a general rule, wish to interfere with such friendships and relationships. However, the Association must also ensure that whilst at work everyone continues to conduct themselves in an appropriate, professional and responsible manner while at work and that everyone continues to fulfil their job duties both diligently and effectively.

Intimate personal relationships that cause disruption to the business, or that may bring the Association into disrepute, can adversely affect service to customers or colleagues.

This will not be tolerated and may render you liable to disciplinary action, up to and including dismissal.

Those engaging in close personal relationships at work, whether the relationship is with a fellow worker or with any person connected to the Association, must adhere to the following

- you must not allow relationships to influence conduct at work. Intimate behaviour at work during working hours or on Association or client premises is prohibited
- if you begin a relationship with a colleague, client, supplier or contractor that exposes you to the potential for a conflict of interest, or for the abuse of your level of authority, you must inform your manager as soon as it is reasonably practicable and details should be entered in the Register of Interests (for further information refer to the Code of Conduct for Staff).

## **Procedure**

If a relationship or breakdown of a relationship starts to affect your performance or conduct at work, it may be managed through the Association's disciplinary procedures.

In these circumstances, or if there is a clear conflict of interest or you are exposed to the risk of an abuse of authority, the Association reserves the right to transfer you to an alternative job or department to limit the risk of such exposure



# Public Interest Disclosure ('Whistleblowing')

## **What this policy covers**

This policy applies to employees, workers and contractors.

The Association constantly strives to safeguard and act in the interest of the public and its staff. It is important to the Association that any fraud, misconduct or wrongdoing, by employees or other agents, is reported and properly addressed.

This policy applies to all employees and all other agents of the Association, who are encouraged to raise concerns in a responsible manner. The Association prefers that a concern is raised and dealt with properly, rather than kept quiet.

## **Your responsibilities**

You are encouraged to bring to the attention of the Association any practice or action of the Association, its employees or other agents that you reasonably believe is against the public interest, in that the practice or action is:

- a criminal offence
- a failure to comply with any legal obligation
- a miscarriage of justice
- a danger to the health and safety of any individual
- an attempt to conceal information on any of the above

Any individual raising legitimate concerns will not be subject to any detriment, either during or after employment. The Association will also endeavour to ensure that the individual is protected from any intimidation or harassment by any other parties.

This policy should not be used for complaints relating to your own personal circumstances, such as the way you have been treated at work, which should be raised under the Association's Grievance Procedure.

## **Procedure**

In the first instance, you should raise any concerns you have with your manager. If you believe your manager to be involved, or if, for any reason, you do not wish to approach your manager, then you should raise it with a more senior person in the Association.

Any matter raised under this policy will be investigated promptly and confidentially. The outcome of the investigation, as well as any necessary remedial action to be taken, will be confirmed to you. If no action is to be taken, the reason for this will be explained to you.

Allegations regarding potential breaches of this policy will be treated in confidence and investigated thoroughly. If you raise any concerns under this policy, the Association is committed to ensuring that you are protected from victimisation, harassment or less favourable treatment. Any such incidents will be dealt with under the Association's Disciplinary Procedures.

## **Escalating your concern**

If you are dissatisfied with this response, you should raise your concerns in writing directly with a more senior person in the Association.

If, after escalating your concerns, you believe that the appropriate remedial action has not been taken, you should then report the matter to the proper authority. These authorities include:

- The Scottish Housing Regulator
- The Scottish Charities Regulator (OSCR)
- HM Revenue & Customs
- The Financial Conduct Authority
- The Health and Safety Executive
- The Environment Agency or Scottish Environmental Protection Agency
- The Information Commissioner
- The Association's Internal Auditors
- The Association's External Auditors

This list is not intended to be exhaustive, and you must take care to ensure you contact the proper authority in relation to the particular concerns you have.

If you are unsure as to the appropriate authority, advice can be sought from Protect (formerly known as "Public Concern at Work") which is an independent Whistleblowing Charity. Their contact details are at the end of this policy.

If you raise a false allegation and you are found to be culpable, or in any way involved in the wrongdoing, or if you raise a concern maliciously or in a manner not prescribed in this policy, then you may be subject to disciplinary action up to and including dismissal without notice for gross misconduct.

You should not disclose to a non-relevant third party any details of any concern raised in accordance with this policy, and you must not, in any circumstances, publicise your concerns in any way.

#### Independent advice

Independent advice and support can be obtained from Protect (formerly known as "Public Concern at Work") (Independent Whistleblowing Charity):

Email address	whistle@protect-advice.org.uk
Tel	Tel :0203 117 2520
Website	<a href="http://www.protect-advice.org.uk">www.protect-advice.org.uk</a>

# **Retirement**

## **Policy Statement**

This policy applies to employees. The Association has no formal retirement age, when you decide it is the right time for you to retire this will be treated as a resignation.

## **Support Prior to Retirement**

A retirement course for you and, if requested, your spouse will be offered and arrangements made and paid time off for attendance will be granted.

Anyone planning to retire may be offered a reduction in hours of work for the month prior to retirement. Full-time staff will have their hours reduced by one day per week and part-time staff reduced on a pro rata basis.

A leaving interview will be conducted with the Line Manager, Chief Operating Officer or Chief Executive.

## **Retirement Benefits**

You will be advised to contact the pension company to ascertain your pension rights and payments due prior to retirement.

Final salary will include payments up to and including last day of work, any flexi leave accrued and unused annual leave. Leave will be calculated at two days per completed month (pro rata for part-time staff).

Anyone retiring after 10 years of services will be entitled to an informal lunch or dinner, to which their spouse, all staff and/or the Board will be invited. Prior approval will be obtained from you before any arrangements are made.

A corporate gift up to the value of £100.00 will be given to all staff retiring. You will be consulted regarding the type of gift.



# Shared Parental Leave

## What this policy covers

This policy applies to employees. However, Shared Parental Pay may be available to both employees and workers.

This policy outlines the statutory right to take Shared Parental Leave (SPL) to care for a child following its birth or placement for adoption. It also outlines notification requirements before a period of SPL and entitlement to pay during SPL.

SPL gives those with caring responsibilities for babies or newly adopted children the opportunity to share up to 52 weeks' leave should they wish to do so. Parents taking SPL can take leave in separate blocks, returning to work in between blocks, and both parents can be on leave at the same time. Eligible carers are entitled to submit up to three 'period of leave' notices and are entitled to take SPL on those dates if a continuous period of leave is requested.

## Your entitlements

### Qualifying for Shared Parental Leave

To be entitled to SPL you must:

- be the mother, father, or main adopter of the child, or the partner of the mother or main adopter (each will be referred to in this policy as a parent)
- have (or share with the other parent) the main responsibility for the care of the child
- have at least 26 weeks' continuous service at the 15th week before the expected week of birth or at the week in which the main adopter was notified of having been matched for adoption with the child (known as the 'relevant week')
- still be in continuous employment until the week before any SPL is taken.

In addition, the other parent must:

- have at least 26 weeks' employment (employed or self-employed) out of the 66 weeks prior to the relevant week
- have average weekly earnings of at least £30 during at least 13 of the 66 weeks prior to the relevant week

If the other parent meets those conditions, but does not qualify for SPL, you may be entitled to the whole SPL period.

You must also follow the statutory notification and information requirements detailed in this policy.

### Amount and timing of Shared Parental Leave

SPL must be taken in weekly blocks and within a one year period beginning with the date of the baby's birth or the child's placement for adoption.

The maximum of 52 weeks' SPL will be reduced by the number of weeks' maternity or adoption leave that has already been taken by the mother or main adopter (or the number of weeks' Statutory Maternity/Adoption Pay or maternity allowance already taken if the mother or main adopter is not entitled to Statutory Maternity/Adoption Leave).

After the birth of a child it is compulsory for the mother to take two weeks' maternity leave (four weeks for new mothers who work in a factory), so in the majority of cases working parents will have the opportunity to split 50 weeks of SPL.

SPL is in addition to the statutory right to two weeks' paternity leave for fathers and partners. If you wish to take paternity leave you must do so before you take any SPL.

#### Benefits during Shared Parental Leave

During SPL, you are entitled to receive all your normal contractual benefits, including annual holiday entitlement, with the exception of your normal pay.

#### Holiday entitlement and Shared Parental Leave

Annual holiday entitlement will continue to accrue during the whole of your SPL. You must discuss and agree with the Association, in advance, when your accrued holiday entitlement can be taken.

Holiday entitlement cannot be taken simultaneously with SPL. Accrued holiday can only be taken either before the beginning of the leave, after the end of the leave or in between blocks of leave. Authorisation must be obtained from the Association in the normal way prior to your accrued holiday being taken.

#### Contact during Shared Parental Leave

The Association may make reasonable contact with you during your SPL. In addition, you may work for up to 20 days without bringing the SPL to an end, but work during SPL will not have the effect of extending your SPL period. These days are referred to as Shared Parental Leave In Touch (SPLIT) days. If you do work, you will be paid your normal rate of pay inclusive of any ShPP entitlement. You are under no obligation to work during SPL, and the Association is under no obligation to offer work.

The 20 SPLIT days available during SPL are in addition to the 10 "Keeping in touch" days available during Maternity and Adoption Leave.

#### Procedure

Where possible you should have an informal discussion prior to giving formal notification of intention to take SPL so that statutory entitlements to other types of leave and pay can be discussed, and to ensure that plans for any discontinuous periods of leave can be considered as early as possible.



### Notice of entitlement and intention to take SPL and ShPP

You must notify the Association in writing at least eight weeks before the start date of the first period of SPL. The written notice must contain the following information:

- your name and the other parent's name
- the start and end dates of the mother's or main adopter's maternity/adoption leave (or the start and end dates of the statutory maternity/adoption pay or maternity allowance period if the mother/main adopter is not entitled to statutory leave)
- the expected date of birth/placement and the actual date of birth/placement if the written notice is given after the birth/placement
- the amount of SPL and ShPP available and an indication of how much each parent intends to take (this may be varied by a subsequent written notice signed by both parents)
- an indication of the start and end dates of the periods of SPL and ShPP that you intend to take. This indication is not binding and can be amended at a later date
- a signed declaration that you meet the conditions for entitlement to SPL, that the information provided is accurate and that you will notify the Association immediately if you cease to meet the conditions for entitlement
- a signed declaration from the other parent containing:
  - their name, address and National Insurance number
  - confirmation that they meet the employment and earnings conditions
  - confirmation that, at the time of the birth, they will share the main responsibility for the care of the child
  - their consent to the amount of leave you intend to take
  - confirmation that they will immediately inform you if they cease to satisfy the employment and earnings conditions

### Notice of curtailment of Statutory Maternity/Adoption Leave and payments

At the same time that a notice of entitlement and intention to take SPL is submitted, the mother/main adopter must give the Association a leave and pay curtailment notice giving 8 weeks' notice of the date on which Maternity/Adoption Leave and Pay is to end (or the date on which Maternity/Adoption Pay is to end if they are not entitled to Maternity/Adoption Leave). If the mother is only entitled to maternity allowance (and not Maternity Leave) her notice of curtailment must be submitted to Jobcentre Plus. Her maternity allowance cannot be reinstated, so she is in effect giving consent for her partner to take the whole of any ShPP entitlement.

A notice of curtailment is usually binding, but may be revoked in the following circumstances:

- if it becomes apparent that neither parent is entitled to SPL or ShPP; or
- if the curtailment notice was given before the birth and is revoked up to six weeks following the birth (in this case another curtailment notice can be submitted); or
- if the other parent dies.

### Notice to take a specific period of SPL and ShPP

The first period of SPL may be identified in the initial notice of entitlement and intention to take SPL. You are entitled to submit a maximum of three formal periods of leave notices.

Each period of leave notice must be given at least eight weeks before the start of a period of leave, stating the dates of the leave and the dates on which ShPP will be claimed, if applicable.

If the first period of leave notice is given prior to the birth of a child, the notice may express the start date in relation to the date of birth, for example 'starting two weeks after the baby is born for a period of four weeks'.

### Confirmation of SPL & ShPP

If a continuous period of leave is requested in each period of leave notice, you will be entitled to take that period of leave and this will be confirmed in writing.

If more than one period of leave is requested in a period of leave notice, the Association will seek to accommodate the request but this cannot be guaranteed. Your manager will discuss the request with you to determine if it can be accommodated. If it cannot be accommodated, there may be an alternative pattern of leave which can be agreed, or the request may be refused. The Association's decision will be confirmed in writing.

If no agreement is reached within 14 calendar days of the period of leave notice being submitted you can:

- take the discontinuous periods of leave requested in one continuous block, beginning on the original start date; or
- withdraw the request within 15 calendar days of the request being submitted. If the request is withdrawn in these circumstances it will not count as one of your three requests; or
- take the continuous block starting on a new date, as long as the new date is later than the original start date, and you notify the Association of the new date within 19 calendar days.

### Varying a period of leave

If you wish to vary your period of SPL, you are entitled to submit a request to:

- vary the start date as long as the variation is requested at least eight weeks before the original start date and the new start date; or
- vary or cancel the amount of leave requested at least eight weeks before the original start date; or
- request that a single period of leave becomes a discontinuous period of leave, or vice versa

A variation will count as one of your three periods of leave notices unless:

- it is made as a result of the child being born earlier or later than the expected week of childbirth
- the Association has requested the variation
- the Association has agreed to accept more than three period of leave notices

The usual eight week notice requirement may be modified if your child is born early and the new start date for the period of leave is the same length of time following the birth as in the original notice. In this case notice to vary the start date should be given as soon as reasonably practicable after the birth of the child.

### Evidence requirements

The Association may request a copy of the child's birth certificate and the name and address of the other parent's employer.

In the case of adoption, the Association may request the name and address of the other parent's employer, along with evidence confirming the following:

- the name and address of the adoption agency
- the date that the main adopter was notified of having been matched for adoption with the child
- the date on which the adoption agency expects to place the child

Any such request will be made by the Association within 14 days of receiving your notice of entitlement and intention to take SPL and ShPP. You must respond to the request for evidence within 14 days (or within 14 days of the birth of the child if our request was made before the child was born).

If a birth certificate has not yet been issued, you must sign a declaration stating that fact along with the date and location of the child's birth. If the other parent has no employer, this must also be declared.

### Returning from Shared Parental Leave

If you wish to return early from SPL, or extend the period of your SPL, you must notify the Association at least 8 weeks before both the original end date and the new end date.

If you return to work immediately after a period of SPL which (together with any Statutory Maternity/Adoption Leave you may have taken to care for the same child) was 26 weeks or less, you will return to work in the same job that you left.

If you return to work from a period of SPL which (together with any Maternity/ Adoption Leave you may have taken to care for the same child) was more than 26 weeks you will normally be entitled to return to the job in which you were employed before your absence. If that is not reasonably practicable, you will be offered a similar role on no less favourable terms and conditions.

You will not lose the right to return to work if you do not follow the correct notification procedures. However, the Association may take appropriate disciplinary action if you fail to return to work at the end of the SPL period.

In the event that you are unable to return to work at the end of the SPL due to ill health, the Association's normal sickness absence rules, procedures and payments will apply.



# Sick Pay

## **What this policy covers**

This policy applies to employees and workers.

This policy sets out your entitlement to sick pay and outlines the basic rules and qualifying criteria that apply to sick pay. The payment of sick pay is dependent on your adherence to the Association's Absence Procedures, which can be found in this Employee Handbook.

## **Your entitlements**

### **Statutory Sick Pay**

Regardless of your length of service, if you are absent from work because of sickness or injury, you will normally be entitled to receive Statutory Sick Pay (SSP) from the Association at the prevailing rate. The payment of SSP is conditional upon you satisfying the following qualifying conditions:

- your period of absence consists of at least four consecutive days
- you earn at least the 'Lower Earnings Limit' for National Insurance Contributions (NIC), which is reviewed on an annual basis

The first three days of sickness absence are classed as waiting days, and SSP will not normally be paid.

Once you have met the necessary qualifying conditions and provided the required medical evidence that you are unfit for work, SSP will be paid for each subsequent work day that you remain absent due to sickness or injury. You will only be paid for those days on which you would normally work or are scheduled to work.

SSP is normally payable for a maximum of 28 weeks.

If your absence is as a result of an injury or illness caused by a third party, any Statutory Sick Pay paid is required to be repaid if any compensation for loss of earnings is recovered from the third party.

The provisions relating to SSP are extremely complex. If you have any questions about this policy, you should discuss these with your manager.

### **Contractual sick pay**

The Association operates a Contractual Sick Pay Scheme. Any payments made under this Scheme shall include SSP payments where they fall due.

Your entitlement to Contractual Sick Pay is:

- 0 -12 months continuous service - SSP only
- 1 - 2 years continuous service - eight weeks full pay followed by eight weeks half pay
- 2 - 3 years continuous service - twelve weeks full pay followed by twelve weeks half pay
- 3 - 4 years continuous service - twenty weeks full pay followed by twenty weeks half pay
- 5 years or more continuous service - six months full pay followed by six months half pay

If you work part-time, you will receive this entitlement on a pro rata basis. Any entitlement to Contractual sick pay is calculated on a 12 month rolling period commencing on the first day of the current absence.

The following section sets out the rules which apply to the Contractual Sick Pay Scheme.

There is no entitlement to Contractual Sick Pay in the following circumstances:

- if you are involved in disciplinary proceedings under the Association's disciplinary rules and procedures
- if your injury or illness is self induced, or where you act or behave in a manner which prejudices your recovery
- if you are serving a period of notice to terminate your employment, whether that notice is issued by the Association or you
- if you fail to fully comply with the absence notification rules and procedures, as set out from time to time within this Employee Handbook

The Association reserves the right to make discretionary Contractual Sick Pay payments to those who are excluded under the above conditions.

You should note that this is not an entitlement to additional holiday or paid time off for any reason other than genuine incapacity through illness or injury.

The Association reserves the right to request you, at your sole cost and expense, to produce a medical certificate at any stage in relation to your injury or illness. The Association may withhold any Contractual Sick Pay otherwise due in the event that you fail to produce a valid medical certificate in relation to any period of absence due to sickness or injury.

The rules of the Contractual Sick Pay Scheme do not imply that termination of your employment may not take place before the payment of Contractual Sick Pay has been exhausted.

It is expected that you claim any Social Security sickness benefits to which you may be entitled. You must notify the Association of all such payments, which the Association will deduct from any amounts of Contractual Sick Pay otherwise payable.

### **Procedure**

You must comply with the Association's Absence Procedure, which is outlined in this Employee Handbook.

# Smoking Policy

## Policy Objectives

This policy applies to employees, members, consultants, contractors, customers and visitors. The Association's policy is that all workplaces are smoke free and everyone has the right to work in a smoke-free environment. Smoking is prohibited throughout the entire workplace with no exceptions. This includes any company vehicles.

This policy clearly details the Association's policy on the rights of staff to be free from exposure to second-hand smoke, also known as passive smoking. Passive smoking increases the risk of lung cancer, heart disease and other illnesses. Ventilation or separating smokers and non-smokers within the same airspace does not completely stop potentially dangerous exposure.

Members of staff wishing to smoke may only do so outside the Association's offices or vehicles. Reasonable smoking breaks may be taken during the working day but staff must do so on their own time, clocking out when leaving the building.

## The Policy

You are obliged to adhere to and implement this policy. You must continually inform consultants, workers and contractors of the policy and their role in the implementation and monitoring of the policy.

Appropriate No-Smoking signs will be clearly displayed at the entrances and common areas within the premises.

## Non-Compliance

Failure to adhere to this policy will result in formal disciplinary action being taken as set out in the Company's disciplinary and dismissal procedures.

If a customer, visitor or passenger does not comply with the smoking law they are liable to a fixed penalty fine and possible criminal prosecution.

If anyone refuses to comply with the No Smoking Policy you must remind them of the following.

- That they are committing an offence and that they must stop smoking.
- That the Association has a smoke-free policy to ensure a safe working environment for all.
- That they can smoke outside.
- That you are obliged to refuse service if they continue to smoke.
- That if they refuse to stop, they must leave the premises.

It is important for staff to advise their line manager of any such incidents and their outcomes and they will keep a register.

## Help to Stop Smoking

The Association will offer support for smokers who want to stop smoking. For example we will grant time off to attend smoking cessation classes provided approval is sought from the staff member's line manager. Such time off will be unpaid where these classes fall within your normal working hours.

Sources of support open to staff include, Smokeline 08000 848484, Health Scotland, the Public Health Department of your local NHS Board, or a local GP Surgery.

## **Electronic Cigarettes**

The information contained in this policy applies to all forms of smoking including e-cigarettes.

## **Third Party Premises**

You are routinely required to visit tenants' homes which are not covered by the Smoking, Health and Social Care (Scotland) Act 2005. The Association still has a duty of care in these circumstances, and must therefore take reasonable steps to protect staff from having to work in an environment which is unsafe due to smoke.

You have the right to ask a tenant (or anyone else in the tenants home) to refrain from smoking inside the premises while they are present and that the work area be adequately ventilated. Should a tenant refuse to accommodate such reasonable requests, you have the right to leave or refuse to enter the premises. The tenant should be politely advised of the reasons for this. You should discuss any aborted visits with your line manager. In the interests of your health and safety, the Association will support your decision.

Notwithstanding the aforementioned, a landlord cannot dictate whether/ when a tenant smokes in their own home, and a sensitive and practical approach should apply.



# **Social Networking Sites and Blogs**

## **What this policy covers**

This policy applies to employees, workers and contractors.

This policy sets out the Association's position on use of social networking sites and blogs, whether conducted on Association media and in work time or your own private media in your own time.

## **Your responsibilities**

Social networking sites and blogs offer a useful means of keeping in touch with friends and colleagues, and they can be used to exchange views and thoughts on shared interests, both personal and work-related.

The Association does not object to you setting up personal accounts on social networking sites or blogs on the internet, in your own time and using your own computer systems. However, you must not do so on Association media or in work time.

You must not link your personal social networking accounts or blogs to the Association's website. Any such links require the Association's prior consent.

You must not disclose Association secrets, breach copyright, defame the Association or its clients, suppliers, customers or any individual who works for the Association, or disclose personal data or information about any individual who works for the Association, colleague, or worker on your blog or on your social networking site.

Social networking site posts or blogs should not be insulting or abusive to employees, workers, contractors, suppliers, Association contacts, clients or customers.

## **Compliance with related policies**

Social media should never be used in a way that breaches any of the Association's other policies. If an internet post would breach any of our policies in another forum, it will also breach them in an online forum.

For example, you are prohibited from using social media to:

- breach our Computers and Electronic Communications Systems Policy;
- breach our obligations with respect to the rules of relevant regulatory bodies;
- breach any obligations contained in those policies relating to confidentiality;
- breach our Disciplinary Policy or procedures;
- harass or bully other staff in any way or breach our Anti-harassment and Bullying Policy;
- unlawfully discriminate against other staff or third parties or breach our Equal Opportunities Policy;
- breach our Data Protection Policy (for example, never disclose personal information about a colleague online); or
- breach any other laws or regulatory requirements.

You should never provide references for other individuals on social or professional networking sites, as such references, positive and negative, can be attributed to the organisation and create legal liability for both the author of the reference and the Association.

### References to the Association

If reference is made to your employment or to the Association, you should state to the reader that the views that you express are your views only and that they do not reflect the views of the Association. You should include a notice such as the following:

'The views expressed on this website/blog are mine alone and do not reflect the views of my employer'

You should always be conscious of your duty to act in good faith and in the best interests of the Association under UK law. The Association will not tolerate criticisms posted in messages in the public domain or on blogs about the Association or any other person connected to the Association.

You must not bring the Association into disrepute through the content of your website entries or your blogs.

Any misuse of social networking sites or blogs as mentioned above may be regarded as a disciplinary offence and may result in dismissal without notice.

You should be aware that any information contained in social networking sites may be used in evidence, if relevant, to any disciplinary proceedings.

### Business Use of Social Media

In most cases the Chief Executive will represent the Association in the media. If your job duties require you to speak on behalf of the Association in an online social media environment, you must still seek approval for such communication from your manager, who may require you to have training before you are permitted to participate in social media on behalf of the Association.

Similarly, if you are invited to comment about the Association for publication anywhere, including in any social media outlet, you should inform your manager and you must not respond without prior written approval.

If you disclose your affiliation with the Association on your business profile or in any social media postings, you must state that your views do not represent those of your employer, unless you are authorised to speak on our behalf. You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.

### Third parties

You must not disclose any information that is confidential or proprietary to the Association or to any third party that has disclosed information to the Association.

This policy should be read in conjunction with the Association's policies on Computers and Electronic Communications and Monitoring.

### Confidential Information and Intellectual Property

You must not post comments about sensitive business-related topics, such as the Association's performance, or do anything to jeopardise trade secrets, confidential information and intellectual property. You must not include the Association's branding, logos or other trademarks in any social media posting or in your profile on any social media platform.

You are not permitted to add business contacts made during the course of your employment to personal social networking accounts.

Details of business contacts made during the course of your employment are regarded as Association confidential information, and are the property of the Association. This includes information contained in databases such as address lists contained in Outlook, or business and contacts lists created and held on any electronic or social media format, including but not limited to LinkedIn and Facebook.

On termination of employment you must provide the Association with a copy of all such information, surrender or delete all such information from your personal social networking accounts, and destroy any further copies of such information that you may have.

Updating your LinkedIn profile to refer to your new employer and setting up your account to ensure that your contacts receive notification of this will be regarded as an act of unlawful solicitation and/or an unlawful attempt to deal with customers, colleagues, and business contacts of the Association and may result in civil proceedings being brought against you.

### **Monitoring**

The Association reserves the right to monitor, intercept and review, without further notice, staff activities using our IT resources and communications systems, including but not limited to social media postings and activities, to ensure that our rules are being complied with and for legitimate business purposes and you consent to such monitoring by your use of such resources and systems.

### **Procedure**

Breaches of this policy will be dealt with under the Association's Disciplinary Procedure. You should be aware that the Association regards breach of any part of this policy as gross misconduct that may result in disciplinary action up to and including dismissal without notice.

If you become aware of information relating to the Association posted on the internet, you should bring this to the attention of your manager.



# Time Off for Dependants

## **What this policy covers**

This policy applies to employees only.

The purpose of this policy is to ensure those who are genuinely in need of unpaid time off in order to deal with an emergency are treated fairly and consistently while minimising the impact on the business.

You are entitled to take a reasonable amount of unpaid time off during working hours to deal with particular situations affecting your dependants. The amount of time off will depend on the nature of the incident and your individual circumstances.

This policy explains what is meant by dependant and in which circumstances unpaid time off can be granted and sets out the notification procedures.

## **Your entitlements and responsibilities**

### **Definition of dependant**

A dependant is:

- a spouse
- a civil partner
- a child
- a parent
- a person who lives in the same household as you other than as your tenant, lodger or someone you employ
- any person who would reasonably rely on you for assistance or who would rely on you to make arrangements for the provision of care in the event of illness or injury
- any other person who may rely on you for the provision of care or arrangements for the provision of care

### **What counts as time off**

Reasonable time off will be granted in the following circumstances:

- to provide assistance when a dependant falls ill, gives birth or is injured or assaulted
- to make arrangements for the care of a sick or injured dependant or to make arrangements to deal with an unexpected disruption to their care provision
- in consequence of the death of a dependant
- to deal with an unexpected incident involving your child during school hours or those of another educational establishment

The right is only to deal with emergencies and to put care arrangements in place - for example, arranging to employ a temporary carer or arranging for the dependant to stay with relatives. You would not be entitled to time off under this policy for the ongoing care of the dependant.

## **Procedure**

You must inform the Association as soon as practicable of your unavailability for work, the reason for it and how long you expect to be away from work.

You do not have to do this in writing, but you will need to give the Association sufficient information for it to be determined that your time off falls under the Time Off for Dependents provision.

You may be required to provide evidence to the Association of your need to take time off under this provision.

If you fail to inform the Association as soon as is reasonably practicable that you need time off, or if you abuse the rights under this provision, you may be subject to disciplinary proceedings, up to and including dismissal without notice.

# Training

## **What this policy covers**

This policy applies to employees and workers.

The Association recognises that it is its people who play a crucial role in ensuring the success of the business and is therefore committed to providing training and development to improve your skills and competence.

The Association will provide you with appropriate training to develop the knowledge and skills necessary for you to perform your duties effectively. Wherever possible, the Association will ensure you have every opportunity for career development.

This policy covers the different types of training and development you might expect and how the Association may recover the costs of training from you in particular cases.

## **Your entitlements**

The types of training that the Association provides falls into four broad categories: induction, occupational, internal and external.

### **Induction training**

As a new starter, you will be given a comprehensive introduction to the workplace, your colleagues, catering facilities, duties, health and safety and other procedures.

Your manager or supervisor will assess your training requirements and arrange for that training to be provided. As far as possible, the Association will meet your training needs by a combination of occupational, internal and external training.

### **Occupational training**

Throughout your time with the Association, there may be a need to acquire new skills and these can be gained through occupational training delivered by colleagues.

### **Internal training**

Occasionally, the Association may arrange for external training providers to deliver training courses in the workplace. This form of training might be triggered by the introduction of new equipment or working methods and will be arranged when the Association feels the training cannot adequately be provided in-house.

### **External training**

External training may be provided in a variety of forms, ranging from short courses of a few hours' duration through to lengthy courses leading to the award of qualifications.

Where necessary, the Association will arrange for you to undertake external training if this cannot be provided internally.

## **Procedure**

### **Paying back your training costs**

When you undertake external training courses with significant cost implications, you will be required, prior to commencing the course, to sign an agreement to repay all or a proportion of the costs of the course if you leave the Association's employment within a certain time period. Full details will be set out in your training cost agreement.

## Travel and Expenses Policy

This policy applies to employees.

The Association understands that on occasion you will incur expenses while carrying out your role. You will neither be financially advantaged nor disadvantaged as a result of incurring genuine business expenses. You are expected to travel to and from your normal place of work in your own time and at your own expense.

The Association will reimburse costs of any necessary travel made on its behalf over and above normal travel to work (including travel to and from work for additional attendances outwith normal working hours). Travel must be by the most cost effective mode of transport, taking into account journey time as well as the monetary cost of travel. Any discount obtained in the course of incurring an expense must be included in any subsequent claim submitted. Breaches of this policy may result in disciplinary action, up to and including dismissal.

### Travel

#### Car

Where it is cost effective to make a business journey by car, a mileage allowance may be claimed as follows\*:

- First 10,000 miles 45p
- Per mile thereafter 25p
- Passenger per mile 5p
- Motorcycles per mile 24p
- Bicycles per mile 20p

\*These rates are reviewed in line with HMRC approved rates.

Those who receive an Essential Car User Allowance can claim business mileage at the rate of 30p per mile.

Any expense claim must detail the date of travel, destination and the number of miles travelled. If you travel directly to and/or from home, then the amount of miles between your home and normal place of work should be deducted from the mileage claimed.

It is your responsibility to have access to suitable transport to carry out your duties efficiently.

#### **Road Traffic Acts etc.**

You are responsible for ensuring compliance with Road Traffic Acts and Local Bye-Laws. Fines incurred as a result of infringement are the responsibility of the driver and Melville Housing Association Ltd will not pay these fines.

The Association will carry out annual checks on driving licences, road tax and insurance documents. It is your responsibility to ensure that any vehicle used for business use is road worthy and that you are legally entitled to drive. Any changes during the year (such as convictions or disqualifications) must be reported to the Association immediately.

### Insurance

Where you use your own car for business travel, you must have your vehicle fully insured including business use. A copy of your insurance certificate must be provided to the PA to the Chief Executive before travelling for business purposes commences. Copies of annual renewal certificates must be provided.

The Association will not accept responsibility for any loss (including cash, equipment and personal property) from, or damage to your car or for injury to the occupants or third parties whilst the car is being used for business purposes.



## **Taxi**

Taxis should only be used when necessary. If not on account, receipts should be obtained for the fare and submitted with the expense claim.

## **Public Transport (Train/Bus)**

Travel should be by standard class. Where possible, tickets should be booked in advance to take full advantage of any discounts available on fares. All claims must be accompanied by tickets and/or receipts.

## **Air**

Where necessary, air travel is permitted. Air travel will be refunded at economy class rates only. Where possible, tickets should be booked in advance to take full advantage of any discounts available on fares. All claims should be accompanied by tickets and/or receipts.

## **Subsistence**

You may be required to attend training or conferences which include an overnight stay. In most cases, accommodation and meals will be included as part of the training or conference package.

Where meals are not included, reasonable meal costs may be claimed on where supported by receipts.

The maximum payable (on production of receipts):

- Breakfast/Lunch £10.00 per meal
- Dinner £20.00 per meal

## **Overnight allowance**

Where you attend a conference or training event you may claim an overnight allowance of £30.00 per night to cover any incidental expenses incurred.

## **Miscellaneous expenses**

Occasionally, other reasonable expenses incurred by you that are not covered in this policy may be refunded by The Association. Each claim will be considered on its own merits without setting any precedent for the future.

## **Procedure**

Expenses may be reclaimed at the end of each month by using an expense claim form.

Completed forms must be checked and countersigned by a Line Manager or another Senior Manager. Forms should be forwarded to Finance & Payroll Officer for payment through salary.

Claim forms should contain sufficient detail as to demonstrate entitlement for the amount claimed. Incomplete details or late receipt of claims will normally lead to payment being deferred for a further month.

The Association may refuse to claims (in whole or part) in respect of unreasonable expenses or expenses that could have been avoided.

## **Advances**

You may request an advance of expenses if you are likely to incur expenditure while out on business. Such applications should be made in writing to the Chief Executive and should provide brief details and reasons for the amount required.

Approved advances will be made by cheque, cash or bank payment as soon as possible and will be recovered from salary the month following the advance. Payment of an advance does not in itself mean that the expenditure is acceptable to the Association. Expense Forms must be completed and submitted in the normal way and should detail actual or entitled expenses.

### **Receipts**

Wherever possible, you should submit receipts for all claimable expenses. You should always make a point of asking for receipts wherever possible.

# Vehicles and Driving

## **What this policy covers**

This policy applies to employees, workers and contractors.

This outlines the Association's expectations and your responsibilities when driving either a vehicle provided by the Association or your own vehicle for business purposes.

It also highlights the actions that you must take to ensure you drive safely and the procedures you must follow in the event of an accident. In addition, it sets out the circumstances in which the Association can recover related costs if you are responsible for an accident or damage to a vehicle provided by the Association.

## **Your responsibilities**

It is your responsibility to ensure that you are familiar with the procedures and that you understand your responsibilities when using a vehicle for business purposes to ensure the vehicle is roadworthy and does not pose a risk to other users. You are also responsible for ensuring your health and safety and that of your passengers and/or other road users.

### **Driving whilst carrying out your duties**

To be permitted to drive as part of your duties, you must hold a full and valid driving licence that permits you to drive in the UK.

Prior to driving for business purposes, you are responsible for ensuring that your vehicle is roadworthy. You may also be responsible for completing any checklist relating to the vehicle as instructed by management. Under no circumstances should you drive a vehicle that is not roadworthy, does not have a valid MOT or is illegal to drive.

You are required to drive in a safe, lawful and efficient manner, paying due regard to all traffic and weather conditions. You must use the most direct route when carrying out your duties and you should advise management of any problems or delays that could affect the scheduling for that day.

### **Mobile phones and driving**

You must not use a mobile phone, including a hands-free phone, while driving. Mobile phones should only be used when the vehicle has been parked in a safe place and the engine has been switched off.

You should divert your phone to voicemail so that messages can be left while you are driving and picked up when it is safe to do so.

### **Driving under the influence of alcohol or drugs**

You must not drive on business while you are under the influence of alcohol, illegal drugs or prescribed drugs if the prescribed drug has any potential effect on your fitness to drive.

### **Using your own vehicle when carrying out your duties**

If you use your own vehicle when carrying out your duties, it is your responsibility to ensure that your vehicle is roadworthy and properly taxed and that your vehicle insurance cover extends to business usage.

The Association rules relating to Vehicles and Driving also apply if you drive your own vehicle at any time for the purpose of undertaking your duties. You must read, understand and follow these rules.

## **Procedures**

### **Taking your driving licence details**

If you drive a vehicle provided by the Association or drive your own vehicle on business you must provide the latest Shared Driving Licence Information to the Association every 12 months.

To do this, log on to [www.viewdrivingrecord.service.gov.uk](http://www.viewdrivingrecord.service.gov.uk) and enter your details as required. You must then create a licence check code to share your driving record with the Association and supply this to the Association within 21 days.

You must notify your manager whenever there is any change to the details on your driving licence, such as the addition of penalty points.

### **Driving offences**

If you are charged with, or convicted of, a driving offence, or if your driving licence is endorsed, you must report this fact to your manager at the earliest opportunity and, in any event, within 24 hours.

Driving-related fines are your responsibility, whether or not they were incurred in the course of undertaking your duties for the Association, and you must pay these as soon as is reasonably practicable.

If you are disqualified from driving, and you are required to drive for all or a significant proportion of your job, the Association reserves the right to terminate your employment.

### **Breach of this policy**

In the event that you breach this policy or the procedures to be followed, this may result in disciplinary action, up to and including dismissal without notice.

# Wellbeing

## **What this policy covers**

This policy applies to employees and workers.

The Association has developed a wellbeing policy to manage its obligations to maintain the mental health and wellbeing of all staff. It covers the Association's commitment to employee and worker health, the responsibilities of managers and others for maintaining psychological health, health promotion initiatives, communicating and training on health issues, the range of support available for the maintenance of mental health, and organisational commitment to handling individual issues.

## **Objectives**

The aim of this policy is to describe the Association's commitment to the mental health and wellbeing of staff in its broadest, holistic sense, setting out how the organisation fulfils its legal obligations, the responsibilities of different functions and specialists and the range of services available to help staff maintain health and wellbeing. The Association recognises that wellbeing and performance are linked. Improving staff's ability to handle pressure and to balance work and home life will ultimately lead to improved individual and organisational performance.

## **Organisational commitment**

The Association has legal obligations under health and safety legislation to manage risks to the health and safety of its staff. In addition to reducing safety risks, this means operating the business in a way that minimises harm to its staff's mental health, for example by ensuring that the demands of jobs are not unacceptable and having policies and procedures in place to support individuals experiencing mental ill health at work.

The Association will put in place measures to prevent and manage risks to staff wellbeing, together with appropriate training and individual support. It will also seek to foster a mentally healthy culture by incorporating these principles into line manager training and running regular initiatives to raise awareness of mental health issues at work.

## **Responsibilities**

### **Organisation**

The Association has a legal duty of care to employees and workers to ensure health at work, as set out in the Health and Safety at Work etc Act 1974 and the Management of Health and Safety at Work Regulations 1999. The organisation will ensure that its policies and practices reflect this duty and review the operation of these documents at regular intervals.

### **Line managers**

Line managers will put in place measures to minimise the risks to staff wellbeing, particularly from negative pressure at work. Managers must familiarise themselves with the Health and Safety Executive's stress management standards, and use these to mitigate psychological risks in their teams. For example, managers should ensure that staff understand their role within the team and receive the necessary information and support from managers and team members to do their job. Managers must also familiarise themselves with the Association's policies on diversity and tackling inappropriate behaviour in order to support staff, for example on bullying and harassment issues.

In particular, line managers must ensure that they take steps to reduce the risks to staff health and wellbeing by:

- ensuring that the right people are recruited to the right jobs and that a good match is obtained between individuals recruited and job descriptions/specifications
- keeping the team up to date with developments at work and how these might affect their job and workload
- ensuring that staff know who to approach with problems concerning their role and how to pursue issues with senior management
- making sure jobs are designed fairly and that work is allocated appropriately between teams and
- ensuring that work stations are regularly assessed to ensure that they are appropriate and fit for purpose.

### Human Resources

The HR department will develop Association-wide policies and procedures to protect the wellbeing of staff, assist line managers in supporting individuals, and liaise as appropriate with occupational health and other medical professionals, with the object of helping employees and workers to maintain good psychological health.

### Occupational health

Occupational health professionals will provide a comprehensive service designed to help staff to stay in work, or to return to work, after experiencing mental health problems. This will include preparing medical assessments of individuals' fitness for work following referrals from line managers and the HR department, liaising with GPs and working with individuals to help them to retain employment.

Occupational health professionals will play a critical part in developing rehabilitation plans for employees and workers returning to work after absences related to mental ill health, and work with GPs and line managers on designing jobs and working environments to ensure that rehabilitation is successful. Occupational health professionals will also design and implement health promotion and lifestyle behaviour management programmes, including initiatives on managing pressure and ongoing health conditions at work.

### Employee Assistance Programme

The Association offers confidential counselling sessions for staff through its provider of external employee assistance service provider, Wellspring. Any work related or personal issue which may be impacting on your work may result in a referral to the EAP.

### Employees and workers

You must take responsibility for your own health and wellbeing, by adopting good health behaviours (for example in relation to diet, alcohol consumption and smoking) and informing the Association if you believe work or the work environment poses a risk to your health. Any health-related information disclosed by you during discussions with managers, the HR department or the occupational health service is treated in confidence.

### Health promotion initiatives

The Association will develop and run a range of health promotion initiatives designed to raise awareness of health and lifestyle issues affecting mental health and wellbeing. Occupational health professionals and the HR department will have primary responsibility for leading these programmes, but line managers and staff will be expected to participate. These programmes will be evaluated to determine their effectiveness. The programmes will cover:

- stress management
- disability awareness
- bullying and harassment
- handling violence and traumatic incidents at work
- lifestyle behaviours, with voluntary screening (for example in relation to alcohol, drugs and smoking) and
- physical activity and fitness.

Staff will also be encouraged to establish clubs and groups designed to foster wellbeing, for example lunchtime walking or dancing clubs.

#### **Training and communication**

Line managers and staff will regularly discuss individual training needs to ensure that staff have the necessary skills to adapt to ever-changing job demands. An examination of training needs will be particularly important prior to, and during, periods of organisational change.

Managers and staff are encouraged to participate in communication/feedback exercises, including stress audits and staff surveys. You are expected to be aware of the importance of effective communication and to use the media most appropriate to the message, for example team meetings, one-to-one meetings, electronic communications and organisation-wide methods. The Association will ensure that structures exist to give employees and workers regular feedback on their performance, and for them to raise concerns.

The Association will consider special communication media during periods of organisational change.

#### **Relationship with other policies**

This Wellbeing Policy should be read in conjunction with other policies and procedures covering attendance and health, including any policies on Flexible Working, Absence, Sick Pay, Harassment & Bullying, Time off for Dependents, Parental Leave, Violence at work, Equality & Diversity and Training.