

Employers in Voluntary Housing



**Cunninghame Housing Association Ltd**

**Statement of  
Terms and Conditions  
of Employment**

**April 2007**



## Statement of Terms & Conditions of Employment

### INDEX

Reference	Subject	Pages	
	Index	1	
A1	Hours of Work	1	
A2	Pay Arrangements	1	
A3	Holiday Entitlement	3	
A4	Absence Procedures	2	
A5	Sickness Benefit Scheme	4	
A6	Maternity Provisions	7	
A7	Paternity Leave	1	
A8	Adoption Provision	6	
A9	Special Leave/Time Off	3	
A10	Parental Leave	2	
A11	Flexible Working	1	
A12	Disciplinary Procedures	6	
A13	Grievance Procedures	3	
A14	Retirement Procedure	2	
A15	Pensions	1	
A16	Periods of Notice	1	
A17	Redundancy	4	
B1	Health and Safety	2	
B2	Equal Opportunities	2	
B3	Dignity at Work	1	
B4	Training & Development	2	
B5	Travel & Subsistence	2	
B6	Trade Union Membership	1	
C1	Additional Matters of Conduct	2	
C2	Personal Information	1	}
C3	Personal Property	1	

## Statement of Terms & Conditions of Employment

### INTRODUCTION

#### EMPLOYERS IN VOLUNTARY HOUSING

We offer a warm welcome to you as a new employee of **Cunninghame Housing Association Ltd.**, which is a member of the federation of Housing Associations and Co-operatives known as **Employers in Voluntary Housing**. Your terms and conditions of employment will therefore be as per Employers in Voluntary Housing. These have been agreed in negotiations with the Transport and General Workers Union who are recognised for collective bargaining purposes.

In the event that you transfer your employment from one member of Employers in Voluntary Housing to another fully affiliated member, this will represent continuity of employment, whether your contract is permanent or fixed term. This means that with regard to all terms and conditions of employment, your reckonable service is carried forward to the new workplace. Salary and incremental entitlement is also protected **unless** the transfer is to a lower job grade. This benefit applies even where there is a break of service between moves, provided that the break is no more than **one year**. This is an important benefit arising from your employment with a member of Employers in Voluntary Housing.

From time to time variations in your terms and conditions of employment resulting from negotiations and agreement with the Union will be separately notified to you. Cunninghame Housing Association Ltd undertakes to bring these to your attention within one month of any change. You are asked to ensure that any new inserts issued to you to update this document are filed appropriately.

Please study the contents of this document carefully and ensure that matters requiring explanation are clarified. It is intended that, in addition to your Contract of Employment Letter (which formally offered you employment), these terms & conditions will form the basis of your Contract with Cunninghame Housing Association Ltd.

We sincerely hope that you will enjoy your employment with us and that the experience will be both a rewarding and successful one.

**A 1**

**HOURS OF WORK**

Normal full-time hours of work total 35 per week, worked over 5 days, Monday to Friday.

This equates to a 7-hour day, worked between 9.00am and 5.00pm exclusive of a one-hour lunch break.

By mutual agreement between Management Committees and staff, alternative commencing and finishing times may operate and flexible hours may be worked. In such circumstances, this will be clearly defined in the Contract of Employment letter or subsequent formal amendment.

Normal hours of work for part-time staff are as stipulated in the Contract of Employment letter.

All employees are required to show a responsible attitude towards time keeping and attendance. Persistent lateness or unacceptable levels of absence will lead to disciplinary action, which could lead to dismissal.

You may be required on occasions to work outwith and in excess of normal working hours. Reasonable notice of this will be given whenever possible. Compensation will be made in the form of plain time-off-in-lieu or overtime payment, as per guidelines below. Employer may offer one of those options or both of them.

In cases of emergency, or particular jobs agreed in advance, management and staff may agree that overtime payments be made. In such cases, payments will be made at plain time up to a maximum of 35 contractual hours per week (equivalent of full time contract) and thereafter at time-and-a-half, with a limit of 20 hours in any one-month set.

**A 2**

**PAY ARRANGEMENTS**

**1. Method**

Employees will be paid by BACS. Payment will normally be made on a 4-weekly basis and any variation to this will be notified. An itemised pay statement is given to every employee showing all payments and deductions leading to the final Net Pay.

**2. Salary Scales**

Employers in Voluntary Housing operate a common job grading system and salary structure. Applicable to each job grade, there exists a series of spinal points. These spinal points give specific salary amounts which can be paid. Your Contract of Employment letter will state the specific job grade applicable to you, with the appropriate spinal point and salary.

On April 1st each year, any employee who has served **at least 6 months in their current grade** will automatically receive a salary increment. i.e. they will move up one spinal point until reaching the top within that job grade.

Salary scales are published and available for inspection on the Staff Notice board at your place of work.

**3. Responsibility Allowances**

Where an employee is required to temporarily cover a post of a higher grade for a continuous period of not less than 4 weeks (due to the post holder being absent for reasons other than normal holiday) the following rules will apply:

- A Responsibility Allowance will be paid to the employee which has the effect of increasing their salary to the level it would be if they were promoted to the higher grade.
- Such temporary coverage will not be used as a means of leaving a necessary post unfilled.

**4. And Finally...**

In the event of an employee's death in service, their executor (or the person entitled to be appointed executor), will be paid all outstanding salary due to the employee up to the time of death. (this will include sick pay, pay in lieu of holidays, overtime, allowances etc.)

The Association will immediately notify the Pension Scheme Administrators (as appropriate). They will liaise independently with the executor.

**A 3**

**HOLIDAY ENTITLEMENT**

All employees should enjoy a break from work each year. The standard paid annual holiday entitlement is 25 working days (i.e. 5 weeks) for full-time employees.

The holiday year runs from 1st April to 31st March.

Employees must obtain agreement of their manager for holiday bookings in order to ensure adequate staffing is maintained. (Employees are referred to the relevant procedures and minimum notice periods). Not less than 3 weeks will be granted between the months of May and September if so desired by the employee.

**CONDITIONS:**

1. Payment during holiday periods is calculated on basic remuneration.
2. Entitlement to holiday pay will commence from the first day of employment.
3. Part-time staff are entitled to proportionate paid holidays in the ratio that their hours of work bear to the normal working week.

e.g. Standard working week = 35 hours;  
Standard Holiday Entitlement = 25 days (5 weeks) - i.e.175 hours.

A part-time employee works 10 hours per week. Their paid holiday entitlement is therefore:

$$10/35 \times 175 = 50 \text{ hours}$$

i.e. five of their full working weeks. Each "day" of holiday they take is deducted from their entitlement as the number of hours represented by that daily shift.

3. Holidays are earned during the current holiday year. Therefore:
  - a) The whole entitlement is credited to each employee in service on the 1st April on the assumption that employment will continue for the whole holiday year
  - b) An employee who joins after the 1st April will be credited with the pro rata entitlement on the assumption that employment will continue for the remainder of the holiday year. If the employee leaves employment during the year, holiday entitlement will be re-calculated on a pro rata basis for the period of the holiday year which has actually been worked.

4. The following **formula** can be used to calculate the amount of holiday entitlement earned during a period of employment for both new employees and leavers.

$$\frac{\text{Holiday Entitlement per year (25 days)}}{\text{Weeks per year (52 weeks)}} \times \text{No of weeks service during current holiday year} = \text{days accrued for current holiday year}$$

For example:  $\frac{25 \text{ days}}{52 \text{ weeks}} \times 42 \text{ weeks} = 20 \text{ days}$

Holiday pay will be recovered from the final pay of the employee where the holiday taken at the date of leaving is greater than the earned entitlement.

Holiday pay will be given to the employee upon leaving where holiday taken is less than the earned entitlement **and** where it is not possible to grant such leave prior to the leaving date.

5. Every endeavour should be made by employees and their supervisors to schedule in dates for the full year's entitlement by the start of the holiday year. In this way, adequate staff coverage can be maintained and the maximum benefit of the planned breaks from work will accrue to employees. In certain circumstances, any annual leave not taken by the 31st March due to sickness or pressure of work may be carried forward into the next year, with the agreement of the Chief Executive/Management Committee. (Employees are referred to the relevant policy)
6. The organisation reserves the right to reduce accrual of holiday pay to the statutory minimum entitlement, with regard to long-term sickness absence, as set out by the Working Time Regulations. This decision will be taken with due consideration to all the facts concerned. The Chief Executive will consult with the Trade Union on their report and include the Union's comments, where necessary, prior to submission to the Committee.
7. In addition to the annual holiday, the following 15 General and Public holidays will apply to all staff (whether on permanent or fixed-term contracts):
- **25th, 26th & 27th December } or on alternative days (either where days**
  - **1st, 2nd & 3rd January } fall on a weekend or where agreed in**
  - **Good Friday & Easter Monday } consultation with staff)**
  - **First Monday in May**
  - **Monday on or after 24th May & preceding Friday**
  - **Local Summer "Fair" Friday & Monday**
  - **Last Monday in September & preceding Friday (or local alternative)**

The relevant dates will be specified each year by Management Committees and displayed on Staff Notice boards for reference.

Part-time staff will receive proportion of these general or public holidays. To calculate part-time public holiday entitlement, the proportion will directly relate to the number of hours they work against the standard full-time working week. Also whether their working days fall on a public/general holiday or not, will be considered.

For example,

- An employee works three days per week at 7 hours per day (totalling 21 hours).
- This means they are working 0.6 of a standard full-time working week (i.e.  $21/35 = 0.6$ ). Therefore they are entitled to 0.6 of the general/public holidays (i.e.  $15 \times 0.6 = 9$  days or 63 hours).
- Their working pattern should be checked to see if any of their working days fall on a public holiday or not for that financial year. This could result in 3 ways:
  - a) The number of days their working pattern falls on is more than they are entitled to. E.g. Their working days fall on 10 of the public/general holidays but they are only entitled to 9 days. The extra day should be paid back in an agreed way with their Chief Executive.
  - b) The number of days their working pattern falls on is less than they are entitled to. E.g. Their working days fall on 8 of the public/general holidays but they are entitled to 9 days. The extra day should be added to their annual leave.
  - c) The number of days their working pattern falls on is equal to what they are entitled to. No action required.

It is acknowledged that the list of public and general holidays above includes some Christian festivals, but not those of other religions. Requests for paid time off to honour other religious festivals will normally be granted and a deduction made from normal annual leave entitlement.

A general or public holiday falling within a period of annual holiday entitlement for eligible staff will mean no deduction from annual holiday entitlement for that day.

Employees required to work for any length of time on a general or public holiday will be credited with time-off-in-lieu equating to :

**7 hours ( one full day) + No. of hours actually worked**

## A 4 ABSENCE PROCEDURES

If you are unable to report for work, either due to illness or any other reason, you are required to notify the Chief Executive or senior manager at your place of work as soon as is reasonably practicable. Normally this should be done within **two hours** of your usual starting time. You are required to complete a Self Certification Form, whether or not you are entitled to sickness allowances and whatever the length or reason for the absence. Pre-arranged authorised absences, absences for compassionate reasons or annual leave are excluded from this procedure.

### 1. **Keeping in Touch**

The onus is on the employee to inform their manager in person of the reasons for and progress of any absence. If you are unable to get to a telephone on day one of your absence, you should ensure that someone else is calling on your behalf. Thereafter, you should maintain regular contact with your manager, by calling at least once a week.

Where employees fail to keep in touch, the Association reserves the right to withdraw the company sick pay and also initiate the contact with absent employees where appropriate or necessary. Where a meeting is required to discuss their health and their return to work, employees will be given notice in writing a week in advance.

### 2. **Doctors Certificates**

Absence due to illness or injury which exceeds **seven** consecutive days must be supported by a Doctor's Certificate. A Self Certificate is not sufficient to cover the **eighth** and subsequent days of any period of sickness. Doctors Certificates should be submitted to the Association as soon as possible.

### 3. **Prolonged Absence**

If a period of sickness continues beyond 4 weeks, and the likely date of return is still uncertain, the employee's permission to contact their General Practitioner for a written report may be sought. Where a pattern of absence has been identified or there is a concern of an underlying medical condition, such report may be requested (or a referral to an occupational health provider for an independent medical assessment made) where the employee's absence is less than four weeks or the employee is not currently off sick. The employee will be made fully aware of their rights regarding the granting of permission. In such cases, the fitness requirements for the job will be declared and the doctor's opinion as to a likely date of return sought.

In certain circumstances, the employee may be required to submit to an examination by a Registered Medical Practitioner nominated by, and at the expense of the Association. This examination will be concerned with the employees fitness, or otherwise, to resume duties. The employee will receive a copy of any resulting medical certificate. All medical records will be treated in strictest confidence by the Association.

**A4 (continued)**

Page 2 of 2

4. **Absence management and Attendance management**

Those two processes should be treated differently.

- **Absence management** relates to managing a person back to work by way of reasonable adjustments and addressing their capability to perform their work duties, taking into consideration any medical advice, the person's comments and the business case.
- **Attendance management** refers to addressing unacceptable levels of attendance, with no reference to any particular absence or medical condition. This route is to be followed in accordance with the Disciplinary Procedure .

**A5****SICKNESS BENEFIT SCHEME**

All employees, regardless of length of service or hours of work, can benefit from this scheme **provided** that their absence from work is due to **their own** sickness or injury and that they comply with the requirements of section A4 Absence Procedures. They will, however, be excluded where:

- they go sick whilst taking part in a stoppage of work due to a trade dispute at their place of work
- or**
- they go sick whilst on maternity leave
- or**
- on the first day of sickness they are in legal custody after conviction
- or**
- on the first day of sickness they have already exhausted their Sickness Allowance entitlement in the preceding 12 months
- or**
- sickness or injury arises out of or in the course of following another occupation or sport as a profession.

Similarly, employees must not take any other paid work whilst in receipt of Sickness Allowance. At the discretion of the Association unpaid leave of absence may be granted. Failure to declare these instances to the Association could result in disciplinary action leading to dismissal.

**1. Scale of Allowances**

In any **one** period of **52 weeks** the Association will pay a Sickness Allowance in accordance with the following scale:

<b>Continuous service at the date sickness starts:</b>	<b>Full Allowance paid for:</b>	<b>+</b>	<b>Half Allowance paid for:</b>
Up to 1 year	<b>5 weeks</b>	<b>+</b>	<b>5 weeks</b>
Over 1 year and under 2	<b>9 weeks</b>	<b>+</b>	<b>9 weeks</b>
Over 2 years and under 3	<b>18 weeks</b>	<b>+</b>	<b>18 weeks</b>
Over 3 years and under 5	<b>22 weeks</b>	<b>+</b>	<b>22 weeks</b>
Over 5 years	<b>26 weeks</b>	<b>+</b>	<b>26 weeks</b>

**NOTE: Statutory Sick Pay (SSP)** is not a benefit of employment. It is quite different to the Sickness Allowances considered here, and is paid out by the Association on behalf of the Government.

The scale of entitlement is published by the Department of Social Security and changes normally at the beginning of each Tax Year.

Where there is reason for exclusion from or no further entitlement to SSP, the employee will be notified on the appropriate Government form. It is then the responsibility of the employee to claim from the DSS any other State Benefit to which they may be entitled.

## 2. Calculation of Sickness Allowances

Allowance calculations referred to above are based on the employee's current rate of basic remuneration. (\*See below). This will subsequently be referred to as "normal pay".

- The **Full Allowance** referred to above, equals the employees normal pay, and **includes** any **Statutory Sick Pay (SSP)** to which the employee may be entitled.
- The **Half Allowance** referred to above, equals half the employee's normal pay **plus SSP (if employee has any SSP remaining)**. However, in cases where the half allowance plus any SSP payable to the employee would exceed the normal full salary, then the amount in excess will be deducted from the Half Allowance element. (In other words the employee cannot receive more than their normal full pay)
- In calculating the level and period of Allowance still due to the employee, the 12 months preceding the **start** of the current sickness spell will be reviewed. All spells of Sickness Allowance will be totalled in length. This will be offset firstly against the Full Allowance entitlement, then any balance against the Half Allowance entitlement. The remainder will determine maximum payments which can be made in respect of the current sickness.
- Payment of Sickness Allowance for all staff will be made according to the days of the week an employee contractually works.
- For the purposes of calculating SSP, Qualifying Days will be regarded as Sunday to Saturday inclusive. Before paying SSP the employee must be incapable of work for at least the first consecutive four days of a sickness spell (i.e. the "period of incapacity for work" or "PIW").
- Where the employee is incapable of attending work because of contact with a Notifiable Infectious Disease, they should inform the Association of this fact. They will then receive a full pay Sickness Allowance. The period of absence will not be deducted from the employee's normal entitlement.

[\*In determining the normal pay of an employee during sick leave, the Association shall include regular overtime payments made to employees whose terms of employment provide that they must, each month, work hours in excess of the usual hours (and for which overtime payment is made as a regular addition to salary). Section A1 above explains the limited occasions on which this would apply.]

**3. Criminal or Civil Compensation**

An employee sustaining injury as the result of being the innocent victim of a criminal act should not have any resultant sick leave counted against normal entitlement.

An employee will not be required to refund any Sickness Allowance paid out from any sum which may be granted by a Criminal Injuries Compensation Board.

In the event of an employee obtaining damages from a third party for loss of earnings due to a resulting sickness or injury, the Association may request a refund for any Sickness Allowance paid out. The amount reclaimed cannot exceed the actual Allowance paid or the amount of damages received for loss of earnings. Any refund will result in an appropriate credit of previously deducted entitlement being made to the employee.

**4. Work Related Sickness or Injury**

A period of absence due to sickness or injury caused by an accident in the course of employment will not be taken into account when considering an employees entitlement to Sickness Allowance.

If the employee is still unfit for work on the expiry of the appropriate Full Allowance period then the Management Committee will review the case to decide on any appropriate levels of Allowance which should be made.

Where the employee's absence is the result of an accident at work **directly** resulting from their **deliberate misconduct** then Sickness Allowance may be withheld. Generally, where the employee's own actions have contributed to the accident this will not in itself be sufficient grounds to withhold payment of Sickness Allowance. The actions themselves would have to be regarded as deliberate misconduct and dealt with under the Disciplinary Procedure. Any dispute over this must be dealt with under the Grievance Procedures. (see A 11)

**5. Unpaid Sickness**

Employees will be informed in writing of the impending expiry of their period of Sickness Allowance. Thereafter, any period of sickness is unpaid by the Association. (SSP may still be due to certain employees).

All periods of sickness will be managed sympathetically by the Association, who will ensure that at all times they are aware of the employees current condition and likelihood of return This will be done by contact with the employee, and with permission (as per A4), in the light of medical opinion.

In the event that the medical opinion states that the employee will be **permanently** incapable of returning to their current job, alternative suitable employment must be sought. Where this is not available, application may be made for ill health retirement (under a pension scheme) or termination of contract on the grounds of medical incapability.

In the event that a return to work may ultimately be possible, but not in the short term future, then attempts will be made to keep the employees post open for them for as long as is reasonably practicable. When it is considered necessary to review the situation, the Association will-

- make all necessary enquiries from the employee, from his/her doctor (as per A4) and the independent medical examiner.
- consult the employee before a decision is taken.
- consider the nature of the employee's job, and the nature effect and length of illness, the size of the Association, and their ability to offer suitable alternative work, where necessary.

At the end of this process, value judgments will have to be made as to whether the post can be easily filled on a temporary basis in the interim, or whether it is vital to the future well-being of the Association to have the post permanently filled immediately.

#### **6. Sickness During a Holiday**

If during an authorised period of annual leave an employee falls ill, and an appropriate medical certificate is produced, then the Organisation may consider for the period certified to be counted as sick leave and not as annual leave. A medical certificate must be handed to your Manager on the first day of your return to work or earlier if possible.

**A Public or General Holiday falling during an employee's period of sickness will attract an appropriate payment under the Sickness Allowance scheme for that day. The day will not however be deducted from their current entitlement under the Sickness Allowance scheme.**

**A6**

**MATERNITY PROVISIONS**

**1. General**

All female employees, regardless of hours of work or length of service, have the right to **52 weeks** continuous maternity leave: **26 weeks** continuous **Ordinary Maternity Leave** and **26 weeks** continuous **Additional Maternity Leave** (applying to women whose expected week of childbirth falls on or after 1<sup>st</sup> April 2007), subject to certain conditions explained below.

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

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

The benefits of leave and pay as outlined in this section will not accrue where a pregnancy ends by other than a live birth **before** the **24th week** of pregnancy.

Note that if stillbirth occurs **after** the 16th week before the EWC then the benefits of pay and leave will be as per a live birth.

**2. Notification**

An employee should advise the Association's Chief Executive as soon as possible of their intention to take maternity leave. This will allow full discussion of the individual's rights and the relevant notification requirements. In any case, in order to exercise her right to maternity leave, the employee must give notice to the Chief Executive, in writing, not later than by the end of the 15<sup>th</sup> week before the expected week of confinement (EWC) (or as soon as is reasonably practicable) stipulating:

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

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

**The employee has a right to change** her mind with regards to the start of her maternity leave (as long as this is no sooner than 11 week before the EWC and no later than the expected date of confinement - EWC). In that case, she should notify the Chief Executive in writing, at least 28 days before the new date.

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

### 3. Maternity Leave

3.1 A Maternity Leave can commence at any time the employee wishes from the 11th week before the Expected Week of Childbirth (EWC). It will automatically commence (if it has not already done so) in the event of childbirth (though the employee will be expected to notify the employer as soon as is reasonably practical, that she has given birth). If the 4th week before the EWC has passed, and the employee goes absent for any reason wholly or partly because of pregnancy or childbirth, then this can automatically trigger the start of Ordinary Maternity Leave. In these cases the employee will be expected to notify the employer as soon as is reasonably practical, that she is absent for this reason. The leave can therefore commence in one of these three ways.

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

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

### 4. Return to Work

4.1 An employee on the **maternity leave** should automatically present herself for work at the end of her **52** weeks leave. This date would have been notified to her in writing by her employer as per the procedure specified above. If she wishes to return sooner, she must give at least 8 weeks written notice of her early return date. Failure to submit this notice can allow the return date to be delayed and the employee will not be paid during that period that she does not work. The return cannot be postponed to fall beyond the expiry of the **52-week** leave period. Employees who do not automatically return at the end of the **52-week** leave period will be deemed to have commenced sick leave.

- 4.2 An employee on Maternity Leave may return to work at any time before the expiry of 52 weeks from the start of her maternity leave, apart from the first two weeks after the actual childbirth, subject to giving 8 weeks notice of the day on which she proposes to return.
- 4.3 An employee is entitled to change her mind about her return to work date, subject to giving at least 8 weeks notice before the proposed date if the new date is earlier, and at least 8 weeks notice before the originally agreed date, if the new date is later. A failure to adhere to those notice periods may delay the return date to ensure proper notification.
- 4.4 With ordinary leave, the employee will return to the same job.
- 4.5 With extended leave, on her return an employee will be reinstated in the same kind of job she had before her maternity absence, at the same place and in the same capacity. If this is no longer available she will be offered a suitable alternative job. Her terms and conditions will be no less favourable than would have applied had she not been absent, including the quality of working environment, and the job must also be suitable and appropriate for her to do in the circumstances.
- 4.6 An employee on Additional Maternity Leave can apply to make a phased return to work on reduced hours and pro-rata pay. She should apply to the Chief Executive at least 8 weeks before the proposed date of return. The phased return can last for up to 4 weeks and must entail a minimum of 50% of her contracted working hours being worked each week.
- 4.7 A request by a full-time employee to return to work on a permanent part-time basis, or job share arrangement will be considered sympathetically and in good faith. Such request should be made and dealt with by following the flexible working request procedure. Business requirements will always be taken into account. Recognition is therefore given to the fact that it may not be possible to comply with such a request in every case.

## **5. Contact during maternity leave**

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

## **6. Keeping in touch days (KIT)**

Employees may, in agreement with their employer, work up to ten days under their contract of employment during their maternity leave, without losing their right to the maternity leave and/or pay. The ten days limit stands no matter how long the maternity leave is. The ten days can be worked at any time during the maternity leave apart from the

compulsory maternity leave period (the first two weeks after the actual childbirth).

Both the employee and the employer have a right to refuse the KIT and there must be no detriment to either if they exercise that right.

The employer and the employee should agree prior to the maternity leave commencing the type of work that may be covered during the KIT.

The employee will be paid for their full day's work for the KITs, so the employer will make up the payment up to a full day's work (taking into consideration the statutory and association maternity pay if any).

## 7. Maternity Pay

### 7.1 Statutory Maternity Pay (SMP)

#### 5.11 General

Statutory Maternity Pay (SMP) is paid for a maximum of 39 weeks. The first 6 weeks equates to 9/10ths of average earnings over a specified period, and the remainder is paid at the "lower rate" or 90% of the average earnings, whichever is the lower. This "lower rate" is set annually by the DSS.

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

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

From 1 April 2007, the SMP will start to be paid on the first day of the employee's maternity leave (and not the Sunday after the start date).

#### 5.12 Eligibility

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

- a) have been continuously employed for at least 26 weeks continuing into the Qualifying Week (QW) - i.e. the 15<sup>th</sup> week before the EWC
- b) have average weekly earnings which are above the minimum for the payment of National Insurance contributions
- c) still be pregnant at the 16<sup>th</sup> week before the EWC or have given birth by then
- d) have fulfilled the Notification requirements for maternity leave as per section 2 above

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

## 7.2 Association Maternity Pay

Where the employee satisfies the service requirement for the Association Maternity Leave (1 year at the 11th week before the EWC), they will also be eligible to receive Association Maternity Pay. This equates to:

- a) 7 weeks at full pay (inclusive of any SMP paid at the higher rate for 6 weeks and lower rate for 1 week)
- b) 16 weeks at half pay (exclusive of SMP at the lower rate, or 90% of the normal pay - whichever is lower)
- c) 16 weeks at SMP lower rate (or 90% of the normal pay, whichever is lower).

A weeks pay refers to that stated in the current contract of employment.

Employees can opt to receive Association Maternity Pay, either in conjunction with their SMP on normal pay dates, or as a lump sum on return to work. The sum is reclaimable by the Association if either:

- the employee fails to return to work ; **or**
- the employee returns but fails to remain in employment for at least 3 months

A failure to return will also necessitate the repayment by the employee of any accrued annual leave prepaid at the start of the maternity leave.

## 8. General Provisions

### 8.1 Contractual Benefits

The Association will maintain all an employees contractual benefits (except for basic remuneration) throughout at least their Ordinary Maternity Leave period (26 weeks). Non-contractual benefits may be withdrawn but only where consistent with procedures applying to all periods of prolonged absence. Specific provisions are e.g.:

- Pension (see 6.3)
- Professional fees - these will continue to be paid at the full rate throughout the total Maternity Leave period

## 8.2 Holidays

Annual leave is accrued throughout the Maternity Leave period (whether ordinary or additional) for all employees. The employee should agree with the employer the dates of her annual leave, prior to commencing her maternity leave. If the annual leave is not taken during the current annual leave year, a maximum of five days can be carried forward to the new year. The remaining leave will be lost and cannot be cashed.

The employee must take this leave on return to work, payment-in lieu cannot be made at a later date. Where an employee intends to take annual leave due to her, prior to her return from maternity leave, she must confirm in writing :

- the date she wishes her Maternity Leave to end;
- the subsequent period to be taken as annual leave; and
- the physical date of return to work.

This must be done 8 weeks before the expiry of the Maternity Leave period.

An employee on maternity leave is not entitled to Public or General Holidays which fall during the period.

## 8.3 Pension Membership/Contributions

The following rights apply when to an employee on maternity leave:

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

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

## 8.4 Information & Training

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

**8.5 Union Dues**

Union Dues will be deducted, as appropriate, throughout the period of maternity leave at the **reduced** rate. The Association will forward to the Union Finance Officer written confirmation of employees EWC and the date leave actually begins.

**8.6 Dismissal and resignation during the maternity leave**

If the employee's contract is terminated during the maternity period, she is entitled to whatever period of notice her contract provides for in the circumstances.

If the employee resigns, she must also give the employer notice as provided for in her contract. The termination date may be the end of her 52 week maternity leave or any date before.

If the employee resigns or is dismissed before the date she has notified her employer about the intended start date of her maternity leave, she loses her right to maternity leave but will still be eligible for SMP as long as she is employed after the 15<sup>th</sup> week before the expected week of childbirth.

**8.7 Terms and conditions of employment whilst on maternity leave**

All terms and conditions stipulated in the employee's contract continue to apply during the ordinary maternity leave.

Only a handful of terms and conditions apply during the additional maternity leave, including the disciplinary and grievance procedures, notice and redundancy pay. The implied obligations of mutual trust and confidence also apply to both parties during the entire period of the maternity leave.

**8.8 Health and safety**

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

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

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

**A7**

**PATERNITY LEAVE**

**Eligibility**

A male employee who has at least **26 weeks** continuous service leading into the 15<sup>th</sup> week before the baby of his wife or live-in partner is due, will be granted Paternity Leave.

In order to apply for such leave, the employee should write at least 4 weeks in advance to the Chief Executive of the Association, enclosing a copy of the Maternity Certificate (MAT B1).

Rules relating to the length of pregnancy and outcome apply as per qualification for maternity leave and pay (see A 6 section 1). Paternity Leave will be granted for any live birth or a stillbirth which occurs within 16 weeks of the EWC.

**Entitlement**

Entitlement is to one-week leave with pay inclusive of Statutory Paternity Pay (SPP) and a second week, which must be taken consecutively, will be paid at SPP rate. This should be taken within **8 weeks** of the actual birth of the baby and it will be counted as part of the overall Parental Leave entitlement as set out in Section A.10.

## A8 ADOPTION PROVISIONS

### 1. General

Employees with **26 weeks** service at the date of adoption of a child will have rights to Statutory Adoption Leave, in line with the provisions set out below. This entitles the employee to 26 weeks **ordinary adoption leave**, paid at Statutory Adoption Pay (SAP) rate and 26 weeks **additional adoption leave**, out of which 13 weeks are paid at the SAP and 13 weeks are unpaid (where the expected date of child's placement is 1<sup>st</sup> of April 2007 or later). This leave can be taken at any convenient time around the period of the adoption.

Employees who have completed one year's service at the date of adoption of a child will be given additional benefits under Association Adoption Leave (subject to conditions explained below).

The benefits of leave and pay are outlined in this section

If a couple (or an individual and their partner) are jointly adopting a child, one person may be eligible to an adoption leave and pay and the other one may be eligible to a paternity leave and pay (as outlined in the Paternity Leave section).

Employees will also be granted paid time off prior to the adoption of a child to attend to the necessary formalities. This will be agreed with their Chief Executive/Management Committee on the basis of proven requirements in each individual case.

### 2. Notification

To qualify for the provisions of this section, employees will be required to notify the Chief Executive of the Association of their intention to take leave as soon as is practicable. The employee must give this notice in writing, at least 28 days before the date they want the leave to begin (or as soon as reasonably practicable), to the Chief Executive, stipulating:

- when the child is expected to be placed with them
- when they wish to commence their adoption leave
- employees will be required to formally request the period of leave they require (see 3. below).

They will be required to submit with this notification a statement from the appropriate adoption body confirming that they have been accepted for the proposed adoption.

The employee has a right to change their mind with regards to the start of their

adoption leave (as long as this is no later than the actual date of the child's placement and no sooner than 14 days before that date). In that case, they should notify the Chief Executive in writing, at least 28 days before the new date.

**Employer's notification:** the Chief Executive must notify the employee in writing about the date their adoption leave is intended to end. This will be the first day after the 52 weeks from the start of their adoption leave. This must be done within 28 days from receiving a letter from the employee about their intended date of start to the adoption leave or, if they changes that date, 28 days before the new date (or as soon as reasonably practicable).

### 3 Adoption Leave and Pay

#### 3.1 The adoption leave

3.11 An employee can commence Adoption Leave at any time from the date of the child's placement or from a fixed date which can be up to 14 days before the expected date of the placement.

3.12 The Ordinary Adoption Leave (OAL) continues for a period of 26 weeks from the date of commencement and is paid at the Statutory Adoption Pay (SAP) rate.

3.13 The Additional Adoption Leave continues for a further period of up to 26 weeks immediately at the end of the OAL. 13 weeks out of 26 are paid at the Statutory Adoption Pay (SAP) rate and further 13 weeks are unpaid.

#### 3.2 Eligibility

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

- a) have been continuously employed for at least 26 weeks leading into the week in which the adopter is notified of being matched with a child.
- b) be newly matched with a child for adoption by an approved UK adoption agency.
- c) Have notified the agency that they agree that the child should be placed with them and agree the date of placement.
- d) Have notified the employer of when they wish their adoption leave to start no more than seven days after they are notified that they have been matched with a child.

### 3.3 Association Adoption Pay

Employees with one year's service into the week they are notified of being matched with a child, will be eligible to receive Association Adoption Pay (AAP). Subject to the service condition as stated in 1. above, an employee will be granted pay and time off at the date of adoption as follows:

- a) 6 weeks at full pay (inclusive of SAP)
- b) 7 weeks at half pay (exclusive of SAP or **90% of the normal pay, whichever is lower**)
- c) 26 weeks at SAP rate or **90% of the normal pay, whichever is lower**

Employees will be required to sign a declaration confirming their intention to return to work for a minimum period of 3 months, understanding that if they fail to do so, they will be required to refund the AAP paid to them .

## 4. Return to Work

An employee on the Adoption Leave should automatically present themselves for work at the end of her **52** weeks leave. This date would have been notified to them in writing by her employer as per the procedure specified above. If they wish to return sooner, they must give at least 8 weeks written notice of their early return date. Failure to submit this notice can allow the return date to be delayed, to provide the **8** weeks notice, and the employee will not be paid during that period that they do not work. The return cannot be postponed to fall beyond the expiry of the **52**-week leave period.

An employee on Adoption Leave may return to work at any time before the expiry of 52 weeks from the start of their adoption leave.

An employee is entitled to change their mind about the return to work date, subject to giving at least 8 weeks notice before the proposed date if the new date is earlier, and at least 8 weeks notice before the originally agreed date, if the new date is later. A failure to adhere to those notice periods may delay the return date to ensure proper notification.

With ordinary maternity leave, the employee will return to the same job.

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

#### **4.6 Discretionary Element**

These provisions acknowledge that some adopted children of any age may suffer emotional or medical problems. In individual circumstances, further leave may be granted at the discretion of the Chief Executive/Management Committee.

### **5. Contact during adoption leave**

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

### **6. Keeping in touch days (KIT)**

Employees may, in agreement with their employer, work up to ten days under their contract of employment during their adoption leave, without losing their right to the adoption leave and/or pay. The ten days limit stands no matter how long the adoption leave is. The ten days can be worked at any time during the adoption leave.

Both the employee and the employer have a right to refuse the KIT and there must be no detriment to either if they exercise that right.

The employer and the employee should agree prior to the adoption leave commencing the type of work that may be covered during the KIT.

The employee will be paid for their full day's work for the KITs, so the employer will make up the payment up to a full day's work (taking into consideration the statutory and association adoption pay if applicable).

### **7. General Provisions**

#### **7.1 Contractual Benefits**

The Association will maintain all an employees contractual benefits (except for basic remuneration) throughout at least their Ordinary Adoption Leave period (26 weeks). Non-contractual benefits may be withdrawn but only where consistent with procedures applying to all periods of prolonged absence. Specific provisions are e.g.:

- Pension (see 6.3)
- Professional fees - these will continue to be paid at the full rate throughout the total Adoption Leave period

## 7.2 Holidays

Annual leave is accrued throughout the Adoption Leave period (whether ordinary or additional) for all employees. The employee must take this leave on return to work, payment-in lieu cannot be made at a later date. Where an employee intends to take annual leave due to them, prior to their return from adoption leave, they must confirm in writing:

- the date they wish their Adoption Leave to end;
- the subsequent period to be taken as annual leave; and
- the physical date of return to work.

This must be done 8 weeks before the expiry of the Adoption Leave period.

The employee should agree with the employer the dates of their annual leave, prior to commencing their adoption leave. If the annual leave is not taken during the current annual leave year, a maximum of five days can be carried forward to the new annual leave year. The remaining leave will be lost and cannot be cashed.

An employee on adoption leave is not entitled to Public or General Holidays which fall during the period.

## 7.3 Pension Membership/Contributions

The following rights apply when to an employee on Adoption Leave:

- (a) The period of paid Adoption Leave (i.e. when in receipt of either Association Adoption Pay or SAP) must count towards pensionable service. The benefits accrued during this time are based on the remuneration paid when the employee was working normally, prior to taking adoption leave.
- (b) Employee contributions during this time are based on the amount of adoption pay actually received by the employee. Employer's contributions will continue on the basis as agreed by the administrators of the pension scheme.
- (c) Employees will be advised in writing by the Association (after consulting the Administrators of the relevant Pension Scheme) of the options available to them during any unpaid period of adoption leave.

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

## 7.4 Information & Training

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

**7.5 Union Dues**

Union Dues will be deducted, as appropriate, throughout the period of adoption leave at the reduced rate. The Association will forward to the Union Treasurer written confirmation of employees EWC and the date leave actually begins.

**8. Dismissal and resignation during the adoption leave**

If the employee's contract is terminated during the adoption period, they are entitled to whatever period of notice their contract provides for in the case of circumstances.

If the employee resigns, they must also give the employer notice as provided for in their contract. The termination date may be the end of her 52 week adoption leave or any date before.

If the employee resigns or is dismissed before the date they have notified her employer about the intended start date of their adoption leave, they lose their right to adoption leave but will still be eligible for SAP as long as they have been continuously employed for 26 weeks at the time they have been matched with a child.

**9. Terms and conditions of employment whilst on adoption leave**

All terms and conditions stipulated in the employee's contract continue to apply during the entire ordinary adoption leave.

Only a handful of terms and conditions apply during the additional maternity leave, including the disciplinary and grievance procedures, notice and redundancy pay.

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

## A 9

### SPECIAL LEAVE / TIME OFF

Requests by employees for time off work may be granted in various situations and subject to varying conditions as follows:

#### 1. **Special Leave**

The Management Committee may agree in special circumstances the discretionary granting of leave. The granting of such leave is always subject to the current work demands of the Association and the nature of the individual case.

The following is a **guide** as to the types of leave which may be considered and **approximate** periods of time off which might be considered.

**1.1 Social purposes** - e.g. duties of an honorary, charitable or philanthropic nature. Normally, this leave will not exceed one day.

**1.2 Bereavements** Leave with pay will normally be granted on the following basis:

- where the employee is responsible for making funeral arrangements, 5 days leave
- where the employee is an immediate close relative (eg parent, child, partner) at least 3 days leave
- in the case of other relatives - up to 1 day's leave may be granted
- in other cases, the necessary time off to attend the funeral may be granted

Leave without pay may also be considered to extend these periods if necessary.

Discretion and sensitivity should be exercised locally in considering requests for bereavement leave.

**1.3 Domestic Stress** Where an employee is required to be absent to make special domestic arrangements arising from e.g. the sickness of a relative, leave with pay for one day will normally be granted. This may be extended on a paid or unpaid basis according to the circumstances, and by agreement with the Management Committee.

**1.4 Medical Treatment.** Staff should make every effort to arrange medical and related appointments outwith normal working hours. Where the Manager is satisfied that this is impracticable then time off with pay may be granted.

**1.5 Moving Home.** One day leave with pay will be granted to employees moving home.

## 2. Jury & Witness Service

**2.1 Jury Duty.** On receipt of a summons to serve on a jury, an employee should report this to their Chief Executive. Leave will be granted, unless an exemption is secured. This leave will be with pay, subject to the deduction of allowances for loss of earnings to which the employee is entitled. Employees should ensure that they claim such allowances from the Courts.

### 2.2 Witness Citations

2.2.1 Where the employee is a **Professional** Witness, time off with pay will be granted. This is on the understanding that the employee will repay to the Association witness fees received (excluding travel and subsistence expenses)

2.2.2 In other cases leave without pay will be granted. The onus will be on the employee to reclaim from the person citing him/her an allowance in respect of loss of remuneration.

## 3. Leave For Public Duties

**3.1 Council Duties.** Employees who are local authority councillors will be granted unpaid leave as and when required to undertake approved duties with the authority concerned.

**3.2 Advisory Roles.** Where employees, at the discretion of the Management Committee, are engaged in an **unpaid advisory** capacity (by e.g. Government Departments or the Scottish Federation of Housing Associations) then paid leave will be granted to undertake these duties.

**3.3 Positions of Public Responsibility.** Employees appointed to positions of responsibility where no fees or allowances are paid for loss of earnings (e.g. Justices of the Peace or members of Children's Panels) will be granted paid leave to undertake associated duties. This will be limited in the first instance to 24 half days per annum before re-consideration by the Management Committee. They will decide whether further paid or unpaid leave can be granted.

**4. Other family/Domestic Emergencies**

A sympathetic approach will be taken to requests from staff for unpaid leave to deal with other family emergencies not otherwise covered above. Staff will be expected to inform their Chief Executive of the reason for such leave and its likely duration.

Examples of such situations are as follows:

- to provide assistance on an occasion when a dependant falls ill, gives birth or is injured or assaulted,
- to make arrangements for the provision of care for a dependant who is ill or injured (physically or mentally),
- in consequence of the death of a dependant,
- because an unexpected disruption or termination of arrangements for the care of a dependant or
- to deal with an incident which involves a child of the employee and which occurs unexpectedly in a period which an educational establishment of the child attends is responsible for them.

Leave will not extend beyond the period which is necessary to deal with the emergency.

## A10

### PARENTAL LEAVE

#### 1. General

All employees having one year's continuous service and who: -

- is the parent and named on the birth certificate of a child born on or after 15 December 1999 who is under 5 years old, or
- adopted on or after 15 December 1994 a child under 18 years,
- has acquired formal parental responsibility for a child under the Children Act/Children (Scotland) Act on or after 15 December 1999, who is under 5 years old
- had a child born or adopted a child between 15 December 1994 and 14 December 1999.

will have the right to up to 13 weeks unpaid Parental Leave per qualifying child. Leave for the parent of a disabled child is up to a maximum of 18 weeks.

Parents can start taking this leave when a child is born, adopted or placed; or whenever they have completed one year's service – whichever is the sooner.

#### 2. Notification

- 2.1 Staff will be expected to give at least 21 days notice of taking such leave (or part thereof). In exceptional cases this requirement may be relaxed at the discretion of the Management Committee.
- 2.2 The Chief Executive may postpone the leave for up to 6 months where the business of the organisation would be untowardly disrupted by the taking of the leave. Such postponement however is not permitted when the staff member gives notice to take leave immediately following the birth/placing of a child.

#### 3. Taking Leave

- 3.1 The right to take leave will last until the child's 5<sup>th</sup> birthday or until 5 years from the date the child was adopted/placed. However, a child born between 15 December 1994 and 14 December 1999 are eligible to take leave up until March 2005. Parents of disabled children however have until the child's 18<sup>th</sup> birthday to take their leave.
- 3.2 Leave taken must be taken in blocks or multiples of at least one week except in the case of parents of disabled children who may take their leave in blocks/multiples of less than a week.
- 3.3 A maximum of 4 weeks Parental Leave may be taken in any given leave year.

**4. Records**

- 4.1 The Association may ask the employee to demonstrate proof of entitlement to Parental Leave. The organisation may also seek details from new staff on the extent of Parental Leave they have taken in their previous jobs.
- 4.2 Upon staff moving to new jobs elsewhere, the organisation will pass on details of Parental Leave taken where so requested.

**5. Return to Work**

- 5.1 An employee who takes a period of 4 weeks or less Parental Leave will return to the same job, except in cases where Parental Leave commences immediately after the end of a period of Additional Maternity Leave.
- 5.2 Staff who take a period of Parental Leave in excess of 4 weeks will return to the same kind of job in the same place and in the same capacity as before.

## A11

### FLEXIBLE WORKING

#### General

As of April 2003, the Flexible Working (Eligibility, Complaints and Remedies) 2002 SI 2002/3236 provide that an employee is entitled to make an application for a contract variation subject to meeting the criteria given below. Further amendments to the Regulations from April 2007 include carers for certain adults, as specified below.

#### Eligibility

An employee with 26 weeks continuous service and who has responsibility for the upbringing of either a child under six or a disabled child under 18 is eligible to apply for the right to request flexible working, under the following provisions: The employee:

- is the parent, adopter, guardian or foster parent of the child; or is married to a person in that position, or expects to have responsibility for the upbringing of a child; or is or expects to be caring for an adult who must be: his/her spouse, partner, civil partner or a relative; or if not any of the mentioned, the person must live at the same address as the employee.
- is making a request to help care for the child or the adult;
- is making their request no later than two weeks before the child's sixth or 18<sup>th</sup> birthday where disabled.
- has not made a request to work flexibly under this right during the past 12 months.

#### Making a request

An employee must make a considered application in writing to their Chief Executive. Only one application can be made per year and an accepted application will mean a permanent change. Within 28 days of receiving this request, the Chief Executive will arrange to meet the employee to discuss the application. Within 14 days after this meeting the Chief Executive will provide the employee with a written decision on their application.

#### Appeal

The employee has a right to appeal the decision within 14 days of being notified. This should be made in writing stating the grounds of the appeal. The Chief Executive will arrange a meeting to discuss your appeal within 14 days of receiving it. Within 14 days after the appeal meeting you will be advised of the final decision. The appeal process is designed to be in keeping with the overall aim of the right of encouraging both parties to reach a satisfactory outcome.

## A 12 DISCIPLINARY PROCEDURES

### PURPOSE

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

This procedure applies to all employees.

The aim is to ensure consistent and fair treatment for all and to clarify and reinforce rights and obligations.

[All references to the "organisation" contained within this procedure should be taken to mean the employing Association, Co-operative or Society].

### PRINCIPLES

- 1 At any stage in the procedure the employee will be informed of the nature of the complaint against him/her and will be given the opportunity to state his/her case before any decision is made.  
Written confirmation of the nature of the complaint will be supplied.
- 2 There are three classes of issues that can be dealt with in accordance with the disciplinary procedure: conduct, capability (performance) and attendance. It is important to determine at the start of the procedure which one of those types applies in order to deal with the issue effectively and correctly.
- 3 No disciplinary action will be taken against the employee until the case has been fully investigated.  
If dismissal is one of possible outcomes of the disciplinary procedure (in cases of either alleged gross misconduct or further misconduct where the employee has a valid final warning on his/her file), an employee will be placed on suspension until such investigations are carried out. Suspension will be notified to the employee in writing and will not normally exceed a period of 5 working days without a review, containing a meaningful explanation about the progress in the investigatory process. During such a suspension the employee will be paid at a rate equivalent to his/her contractual earnings.
- 3 No employee will be dismissed for a first breach of discipline except in the case of gross misconduct when the penalty will normally be summary dismissal, ie dismissal without notice or wages in lieu of notice.
- 4 At all stages of the procedure the employee will have the right to be accompanied by either his/her Trade Union representative or fellow employee of his/her choice.
- 5 All information/documentation relevant to the issue will be made available to the employee/TU representative on request.

- 6 An employee will have the right to appeal against any disciplinary penalty imposed.
- 7 In appropriate cases, (eg poor performance or poor attendance) an employee will be advised in writing of the time allowed for improvement and when and how reviews will take place, and what action may be taken if there is no improvement as required.
- 8 The procedure may be initiated at any of stages 1-4, dependant upon the seriousness of employee's alleged misconduct.
- 9 For the purpose of the procedure to be followed, warnings given for different reasons shall be cumulative.
- 10 No disciplinary action will be taken against a Trade Union representative until discussions have taken place with a full-time official of the Union. If the full time official is unavailable, a district officer will be contacted instead.
- 11 Each Management Committee will elect annually a 'Staffing Sub-Committee' with full delegated powers to administer appropriate stages of the Disciplinary Procedure. Membership of such Committees to remain constant throughout period of office to ensure stability, consistency of treatment for employees and to enable members to gain experience in dealing with staff matters. In exceptional circumstances however, in order to ensure impartiality at different stages of the disciplinary process, the organisation may resort to involving suitably experienced committee members from outwith the 'Staffing Sub-Committee'.
- 12 All parties to this agreement (Trade Union; Staff; Employer; EVH) agree to be bound by the process, spirit and intention of this agreement.

### **INFORMAL ACTION**

Since it is the organisation's aim to encourage and maintain acceptable standards of conduct and performance, every effort will be made to deal with minor problems through informal action with the first Line Manager in order to avoid the need to implement the formal procedure.

Although informal, the meeting will result in a letter written to the employee from the line manager, detailing points discussed, actions required and support / training provided. This is to ensure fairness and clarity as to the improvements, time scale and support required.

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

As employees are often reluctant to discuss matters of a personal nature which are affecting their work, the employee should be encouraged to seek independent confidential counselling out of the workplace. This is available through the Employee Counselling Service.

Where informal action fails or the matter is more serious the following formal procedure will be used:

**FORMAL PROCEDURE**

***STAGE 1 - VERBAL WARNING***

If conduct or performance does not meet acceptable standards the employee will be interviewed by the line manager and given an opportunity to explain his/her actions.

If the explanation is not satisfactory, a formal **VERBAL WARNING** will be given and recorded in personal file.

The employee will be informed verbally of his/her right of appeal.

***STAGE 2 - FIRST WRITTEN WARNING***

If there is no improvement in the standard of conduct/performance, or the first act of misconduct / underperformance is of a more serious nature, the employee will be interviewed by the line manager of a suitable authority and given an opportunity to explain his/her actions.

If the explanation is not satisfactory a **FIRST WRITTEN WARNING** will be issued.

The employee will be informed in writing of his/her right of appeal.

***STAGE 3 - FINAL WRITTEN WARNING***

If there is still no improvement in the standard of conduct/performance or the first / second act of misconduct / underperformance is of a more serious nature,, the employee will be interviewed by the line manager of a suitable authority and given an opportunity to explain his/her actions.

If the explanation is not satisfactory a **FINAL WRITTEN WARNING** will be issued.

The employee will be informed in writing of his/her right of appeal.

***STAGE 4 - DISMISSAL***

If:

- a) There is still no sustained improvement in the standard of conduct/performance whilst a final written warning remains live.

or

- b) If there is an allegation of **GROSS MISCONDUCT** the employee will be interviewed by the "Staffing Sub-Committee".

If an acceptable explanation is not forthcoming **DISMISSAL** will normally result - with or without notice as appropriate.

In cases of **GROSS MISCONDUCT** dismissal may be without notice or payment in lieu of notice.

The employee will be provided within 2 working days with written reasons for dismissal, the date on which employment will terminate and the right of appeal.

### **TYPES OF OFFENCES**

The following are examples of the various categories of misconduct and/or poor performance, **but the lists are not exhaustive**.

It should be noted that inclusion on these lists at a particular stage does not mean that these offences will automatically be dealt with at this stage. Individual cases will be investigated and action taken at the appropriate stage dependent upon mitigating circumstances etc.

#### **Misconduct - Action taken at Stage 1 and/or 2 of Procedure**

- a) Poor timekeeping (repeated lateness or early leaving).
- b) Failure to notify timeously reasons for absence in accordance with procedures.

#### **Serious Misconduct - Action taken at Stage 3 of Procedure**

- a) Deliberate damage or misuse of Association property.
- b) Intentional unauthorised absence.
- c) Unsafe working practices.
- d) Wilful and persistent refusal to obey reasonable instructions.

#### **Gross Misconduct - Action taken at Stage 4 of Procedure**

- a) Theft from Organisation, its employees or clients.
- b) Fighting or threatening another employee.
- c) Being under the influence of drink or drugs whilst at work.
- d) Fraudulent wage claims or falsification of records.
- e) Serious wilful damage or misuse of Organisation property.
- f) Sexual and racial harassment.

**AUTHORITY TO TAKE DISCIPLINARY ACTION**

Verbal Warnings	-	line manager / supervisor
First Written Warning	-	line manager / supervisor
Final Written Warning	-	line manager / supervisor
Dismissal	-	Staffing Sub-Committee

**DURATION OF WARNINGS**

*STAGE 1 - VERBAL WARNING* Will remain on employee's personal record for 3 months.

*STAGE 2 - FIRST WRITTEN WARNING* Will remain on employee's personal record for 6 months.

*STAGE 3 - FINAL WRITTEN WARNING* Will remain on employee's personal Record for 12 months.

**RECORDS**

The record of any disciplinary action should be based on the pro formas provided by EVH. This file will only be accessed by the employee, their Line Manager and the Chief Executive. It is the responsibility of the Chief Executive to ensure that spent disciplinary warnings are removed from employee's files timeously.

**APPEALS**

An employee has the right of appeal against any disciplinary action. The employee will be advised of the right of appeal and the right to representation at the appeal. They will be advised of how and when to exercise this right of appeal when the warning is issued.

No person involved in the original disciplinary decision should participate in the appeals hearing.

**APPEALS PROCEDURE**

Appeals against verbal warnings are to one level above that at which the disciplinary action was taken.

Appeals against first written warnings are to the Staffing Sub-Committee.

Appeals against final written warnings are to the Staffing Sub-Committee in the first instance and thereafter to the JNC Appeals Panel.

Appeals against dismissal are to the JNC Appeals Panel.

The JNC Appeals Panel will consist of 3 members - one nomination from each side of the JNC membership and an independent Chair.

All appeals should be lodged within 5 working days of notification of the disciplinary decision.

All internal appeal hearings should be convened within 10 working days of the appeal being lodged.

Appeal hearings to the JNC Appeals Panel should be convened within 20 working days.

At all levels, appeal hearings shall be entitled to:

- (i) confirm disciplinary action
- (ii) dismiss disciplinary action
- (iii) substitute a lesser penalty

## **JNC APPEALS**

The JNC Appeals Panel is the final stage of the internal disciplinary and grievance procedure. Full Guidance Notes on its operation are maintained within all member organisations and are available upon request. The Joint Secretaries to the JNC Appeal will also issue a copy of these Guidance Notes to all participants upon an Appeal Hearing being validly requested.

**A 13**

**GRIEVANCE PROCEDURES**

**INTRODUCTION**

It is the organisation's aim to ensure that its employees are given the opportunity to raise and have resolved grievances and disputes.

Management hope that the great majority of doubts and problems will be settled quickly through constructive informal discussions. However, they recognise the need for a formal procedure designed to meet those circumstances which cannot quickly be resolved through informal discussion.

**1 REPRESENTATION**

At all stages of the Grievance Procedure the employee will have the right to be represented/accompanied by either his/her trade union representative or a fellow employee of his/her choice.

**2 RIGHT OF APPEAL**

An employee will have the right of appeal against any decision taken on a grievance issue. Notice of the right of appeal will include details of the time limit within which such an appeal must be made.

**3 STATUS QUO - ANTE**

Should the Grievance Procedure be invoked, both parties agree to maintain the status quo-ante (the previous state of affairs) until the issue which is the subject of the grievance is resolved.

***INFORMAL STAGE***

Any employment related concern should be discussed in the first instance with your immediate Line Manager.

If the matter cannot be satisfactorily resolved at this stage, the following formal procedure will apply.

**FORMAL PROCEDURE**

**Stage 1**

Any employee who has a grievance relating to their employment should raise the matter in writing to his/her Line Manager, who should try to resolve the matter within 2 working days.

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

**Stage 2**

If the matter is not resolved to the satisfaction of the employee within time agreed, the employee should request a meeting with the Chief Executive.

The Chief Executive will convene a meeting within 3 working days of request and having carried out what investigation is deemed necessary give a decision within 5 working days of the meeting taking place.

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

**Stage 3**

If the employee is still not satisfied he/she should present the grievance in writing to the Chair of the Staffing Sub-committee. The Chair of the Sub-committee should then arrange a meeting of the Sub-committee within 10 working days of receipt of grievance notification. The Chair should further inform the employee and his/her trade union if appropriate of the date and time of hearing. Following hearing of the grievance, the Staffing Sub-committee will give their decision in writing to both employee and trade union within 3 working days of date of meeting.

**Stage 4**

Appeals from the decision of the Staffing Sub-committee will be to the JNC Appeals Panel.

The employee should set out clearly, in writing, the grounds for such an appeal, which should be submitted within 14 days of the employee receiving notification of the Staffing Sub-committee's decision.

A hearing will be convened within 20 working days.

Following the hearing of the grievance, The JNC Appeals Panel will give its decision in writing to both employee and Trade Union within 5 working days of date of hearing.

**GRIEVANCES RAISED AFTER THE TERMINATION OF EMPLOYMENT**

If an employee raises a grievance after either side has terminated the employment relationship, exactly the same rules and procedure as specified above will be followed.

***COLLECTIVE GRIEVANCES***

These should be raised at stage 2 in the first instance.

Where the issue remains unresolved following exhaustion of the internal procedure, either side may refer the matter to ACAS conciliation.

[Timescales may be amended at each stage of the procedure by mutual agreement - and for the JNC Hearings, each side may apply for an extension to the Panel which may be granted by the Chair.

**JNC APPEALS**

The JNC Appeals Panel is the final stage of the internal disciplinary and grievance procedure. Full Guidance Notes on its operation are maintained within all member organisations and are available upon request. The Joint Secretaries to the JNC Appeal will also issue a copy of these Guidance Notes to all participants upon an Appeal Hearing being validly requested.

**A 14****RETIREMENT PROCEDURE****GENERAL PROVISIONS:**

- The Organisation is committed to not allowing workplace ageism in any form. Age discrimination is included in the Equal Opportunities and Dignity at Work policies and any complaints should be made using procedures outlined in the said policies.
- The Organisation recognises that it is beneficial to retain skills and experience in the workforce by allowing workers to work on beyond their retirement age where possible. It is also recognised that where a request to work on has been granted and it is not exactly the same job as before, a reasonable effort will be made to accommodate any training and support needs in order to allow an employee to fully assume their new job.
- The Organisation recognises that in order to make the Retirement Procedure run smoothly and allow both employer and employee time to make decisions and prepare for the future, the employees approaching their retirement age will be notified in plenty of time and each stage will be dealt with promptly.
- This procedure only applies when the employer wishes to retire the employee who reached their retirement age. If the employee wishes to retire, they need to set it out in writing to the Chief Executive, giving a date.
- All letters will be issued and meetings held by a person of sufficient authority, which in most cases will mean an employee's line manager. In line with this policy and the Regulations, it is supposed to be a meaningful discussion between an employee and their manager, which is substantially different to a discipline and grievance procedure. It will therefore be the same person of sufficient authority to deal with all stages of the Procedure.

**RETIREMENT PROCEDURE::****Letter informing of a retirement date.**

An employee will be informed in writing of their retirement date at least six months and no more than a year before that date. The letter will inform them of a right to request working beyond the retirement date, which must be lodged at least three months prior to that date.

**Holding a meeting in response to the employee's request.**

If an employee requests to work beyond their retirement date, an employer must hold the meeting to discuss it. A meeting will be held within two weeks of receiving such request and a letter will be given to the employee inviting them to the meeting and informing them of their right to be accompanied by a fellow employee or a trade union representative

of their choice. The companion can address the meeting and confer with the employee during the meeting but they cannot answer questions on behalf of the employee.

During the meeting, the employee will be invited to put their case regarding reasons for wishing to work on, proposed job content and hours of work. If the employer is persuaded by the employee's case not to be retired but it is not possible to agree to the proposed conditions, a compromise should be sought, in relation to job content and hours of work. In the spirit of this policy to make the agreement beneficial for both sides, it is perfectly acceptable for the employer to propose alternative working patterns and/or a retirement date to those proposed by the employee.

#### **Post meeting due consideration**

- The organisation is committed to duly consider employees' requests not to retire. Any existing options will therefore be considered in order to grant such request. The employee will be informed of a decision in writing within four weeks.
- If a request to work is not granted, a standard letter will be issued, informing the employee of their right to appeal the decision.
- If a request has been granted, a standard will be issued, informing the employee of their new retirement date and working pattern. The employee has a right to appeal the new retirement date if it is shorter to the one proposed by them. If a new working patterns and/or hours of work are different to the current agreement, a new Contract of Employment must be produced and signed.

#### **Appeal meeting**

- If the employee decides to appeal the decision of not allowing them to work on or the retirement date being sooner than the one proposed by them, the appeal meeting will be set within four weeks and a letter inviting the employee to attend will be issued.
- During the meeting, the employer will give the employee an opportunity to put their case and will endeavour to seek a compromise solution if the employee's request cannot be granted. Again, in the spirit of this policy to make the agreement beneficial for both sides, it is perfectly acceptable for the employer to propose alternative working patterns and/or retirement date to those proposed by the employee.
- The appeal meeting may be held up to four weeks after the retirement date and if the appeal decision is to allow the employee not to retire at the intended date, the employee will be re-engaged.

#### **Post appeal meeting action**

- The employer will duly consider the employees request.
- If the decision is to accept the employee's request to work on (whether in their original proposal or in a modified version), a standard letter will be issued, informing the employee of their new retirement date and working pattern. If a new working patterns and/or hours of work are different to the current agreement, a new Contract of Employment must be produced and signed.
- If a request to work is not granted, a standard letter will be issued.

The appeal decision is final.

**A 15**

**PENSIONS**

Each member Association within Employers in Voluntary Housing provides for **all permanent** and **fixed-term** staff, regardless of hours of work or job grade, the option to join an occupational pension scheme. The only restriction on this will be where the employee falls outside the lower and upper age limits for entry dictated by individual pension schemes or fails to fulfil a scheme's medical requirements.

Details of the particular scheme of which your Association is a member are provided in your Contract of Employment offer letter. Admission to the scheme takes place on the next admission date following commencement of employment.

Further details can be obtained on request from your Chief Executive.

**A 16**

**PERIODS OF NOTICE**

The following are the minimum periods of notice to be given to terminate the contract of employment.

- |   |   |
|---|---|
| <b>1. BY ALL EMPLOYEES</b>                      | <b>4 weeks</b>  |
| <br>  |   |
| <b>2. BY THE EMPLOYER</b>                       |   |
| <b>(i) Continuous service under 4 years</b>     | <b>4 weeks</b>  |
| <b>(ii) Continuous service 4 years and over</b> | <b>4 weeks + 1 week for each complete year of service after the first 4 years up to a maximum of 12</b> |

**Other Conditions:**

1. A payment in lieu of notice may be made
2. In cases of Summary Dismissal where employment is terminated for gross misconduct, the employment may be terminated immediately without payment in lieu of notice.
3. Where the termination is due to redundancy, then the Redundancy terms will apply. (see A14)
4. Employers may wish to retire the employees at the age of 65, using the retirement procedure.
5. Employees wishing to retire should set that in writing to the Chief Executive at least three months prior to the retirement date.
6. Where the employee fails to give or serve the prescribed period of notice then the Association may offset against any amounts due to the employee (including accrued holiday entitlement), the appropriate sum for the period of notice not served.  
  
In certain circumstances, the Association may wish to waive in whole or part the required notice an employee is due to serve.
7. If the total annual leave already taken exceeds the proportion of the leave year due to the employee by the date of termination, then the excess annual leave will be offset against the amount due to the employee.

**A 17**

**REDUNDANCY**

**1. General**

It is the policy of members of Employers in Voluntary Housing to minimise the need for redundancies where possible, by forward planning and good management of staffing budgets. Every effort will be made to avoid redundancies by such measures as :

- the non-filling of vacancies
- maximising the use of temporary transfers or secondments to other Associations
- minimising the use of overtime working
- reduction of similar work undertaken by outside consultants or agencies
- staff re-training
- work sharing
- severance pay

The ability to adopt such measures will be dependent on the size of the Association, but all should be considered. Redundancy implies a reduction in the requirement for employees to carry out work of a particular kind in the place they were employed. Clearly then, following redundancy, there should be no marked increase in overtime work undertaken by the remaining employees.

Where redundancy is initially felt to be unavoidable, then the recognised Trade Union should be informed as soon as possible so that Consultation may begin. At the same time, the Association will inform Employers in Voluntary Housing so that advice and guidance might be sought.

**2. Consultation**

The consultation process should start before any public announcement of the redundancy(ies) and the issue of notices of termination. It involves the employer asking for and listening to the union's views before making any decisions. The minimum time periods required for consultation are specified by statute where the number of employees to be made redundant exceeds 20. (i.e. 30 days where between 20 and 99 employees; 90 days where 100+ employees).

Employers in Voluntary Housing members undertake to observe the 30-day consultation period in cases where even one redundancy is contemplated i.e. consultation will begin at least 30 days before the first dismissal takes effect. For the purposes of consultation, the Union will be provided in writing with:

- the reasons why any posts have become redundant
- the numbers, descriptions and locations of the affected posts
- the total number of employees of any such description employed at that location
- the proposed method of selecting the employees who may be dismissed
- the proposed method of carrying out the dismissals, including the period over which they are to take effect
- the proposed method of calculating the severance pay

This information will be sent to the trade union Branch Convener, the trade union District Officer, and the Chief Executive of Employers in Voluntary Housing. Any other information which would be of use to the union in the consultation process (such as staff levels and structure), will be provided on request and in accordance with good industrial relations practice.

Consultation must also take place with the individual employee(s) who are to be affected by redundancies. They will also be allowed to make representations.

The individual periods of notice due to employees will start after the consultation period has been completed, although the notice may be paid in lieu.

### **3. Selection for Redundancy**

The first method of selection will be to seek **volunteers** for Redundancy. Where the volunteers are from an area of surplus capacity, then this may be considered.

The second method will be the utilisation of objective and factual criteria as determined by the employer, in consultation with the union. The prime consideration here will be the maintenance of a balanced workforce to ensure the future viability of the Association.

Where the above cannot provide the necessary number of candidates for redundancy, then the "last-in-first-out" method may be resorted to. (Note: continuous service will include that with any other fully affiliated member organisation of Employers in Voluntary Housing)

Appeals concerning selection for redundancy can be made by staff dissatisfied with their selection. The procedure for exercising that right will be explained at the formal meeting when redundancy notice is given, and again in the letter confirming redundancy. (Annex attached outlines the general procedure).

### **4. Alternative Work & Trial Periods**

An offer of suitable alternative employment may be made to employees if available to avoid the need for redundancy. Any offer must be made before the end of the original contract and take effect within 4 weeks of the end of that contract. It must also contain sufficient information to enable the employee to decide whether or not to accept the offer, and illustrate the differences between it and the original employment.

Where an offer of employment is made which involves a different type of work or different terms of employment, the employee will be entitled to a 4-week trial period. Where the new contract necessitates training, this period can be extended by written agreement. The agreement must specify the date on which the trial period is to end and the terms and conditions that will apply thereafter. If during the trial period either the employer or employee gives notice to terminate the contract, then the employee is still treated as having been made redundant. Notice should be given to terminate the trial period as follows:

- (1) **the employee** must give 4 weeks notice **or** the remainder of the trial period (whichever is the shorter)
- (2) **the employer** must give 4 weeks notice **or** the period of any outstanding contractual notice (whichever is the longer).

An employee who refuses an offer of alternative employment, or who resigns during the trial period will lose their right to a redundancy payment if their refusal or resignation is shown to be **unreasonable**. The employee might not be unreasonable to reject an alternative offer which would involve, for example, significant changes in travelling time; skill requirements, or status.

Where an employee accepts re-deployment at a **lower grade** they will retain their current salary (plus any agreed cost of living increases).

## 5. Assistance to Employees

All employees under notice of redundancy will be given the following assistance by their employer to secure training or future employment:

- Reasonable paid time off during working hours to attend interviews or to make arrangements for future training or employment
- Access to secretarial and photocopying facilities to assist with the preparation of c.v's /letters of application.
- Written notice to other local employers giving details of redundant employee's skills.
- The placing of employees (who so wish) on the register of the employment advisory service operating from the offices of Employers in Voluntary Housing. This will provide free access to employment counselling and the provision of regular vacancy bulletins.

## 6. Redundancy Payments

All redundant staff, irrespective of hours of work, will receive Redundancy Pay. Payments are based on length of service (in complete years up to 20 years maximum), and age as at the date of termination. The following table illustrates the calculation:

Age (yrs)	No. of weeks pay per complete year of service (up to 20)
Up to 21	1 week
22 - 40	1.5 weeks
41 and over	2 weeks

A weeks pay for this calculation refers to basic contractual remuneration.

Redundancy Pay is given irrespective of, and in addition, to any payments which may be made to terminate the contract in-lieu-of-notice. The employee is entitled to a notice period (as per A 13). Where it is agreed that the employee need not work this notice, payment-in-lieu may be made for all or part of the period.

An employee who leaves voluntarily during their contractual notice period will not lose their entitlement to Redundancy Pay provided they leave with the employer's consent. Consent will be given where the employee is required to take up alternative employment or training during that time.

## **ANNEX TO REDUNDANCY AGREEMENT**

### **APPEALS CONCERNING SELECTION FOR REDUNDANCY**

There is a right of appeal for all staff dissatisfied with their selection for redundancy.

Appeals will be heard by a Sub-Committee of the Management Committee. (It would be sensible to identify such a Sub-Committee when initially considering the need for Redundancy, and ensuring that they do not take part in the selection of those to be made redundant).

### **PROCEDURES FOR HEARING APPEALS**

1. Employees will be informed of their right to appeal at the formal meeting when their redundancy notice is given and in the letter confirming their redundancy.
2. Appeals must be sent in writing to the Secretary of the Management Committee within 2 working days of their letter of redundancy.
3. The letter of appeal must clearly state on what grounds the employee wishes to appeal against their selection for redundancy.
4. Appeal hearings will be heard without delay, and no later than 5 working days after receipt of the appeal. The employee will be given 2 clear working days notice of the time and place, and reasonable time off to meet with the Trade Union representative.
5. At the appeal hearing, the employee has the right to be accompanied by either a Union representative, or a workplace colleague / ex-colleague .
6. Senior staff or Office Bearers of the Management Committee will be called to the hearing by either side, if required.
7. The Appeal Committee will deliberate in private and a decision will be made as soon as possible, and no later than 2 working days after the hearing. If the appeal is unsuccessful, the Union will be provided with documented reasons for the selection in order to prove that the agreed criteria has been followed.
8. A final appeal can be made to the Joint Secretaries of the Negotiating Committee within 3 working days of receiving the result of the internal appeal. They shall convene a Panel of a representative from the Union, and the Federation, with an independent Chair with a deliberative vote. The procedure will be as in 4, 5, 6 and 7 above. The decision will be made as soon as possible, and no later than 2 working days after the hearing, and will be final.

### **JNC APPEALS**

The JNC Appeals Panel is the final stage of the internal disciplinary and grievance procedure. Full Guidance Notes on its operation are maintained within all member organisations and are available upon request. The Joint Secretaries to the JNC Appeal will also issue a copy of these Guidance Notes to all participants upon an Appeal Hearing being validly requested.

## **B 1 HEALTH & SAFETY AT WORK**

Health & Safety legislation imposes duties on both employers and employees. To enable these duties to be carried out, it is the policy of your Association (so far as is reasonably practicable), to ensure that:

- Responsibilities for safety and health are assigned, accepted and fulfilled at all levels of the Association
- All practicable steps are taken to manage the health, safety and welfare of all employees
- Business is conducted in such a way to ensure that the health and safety of visitors, to any premises under our control, is not put at risk.

It is the responsibility of the Association, so far as is reasonably practicable to ensure that employees are provided with such instruction, training and supervision as is necessary to secure their health and safety.

***Note:** You are required to refer to the full policy statement which is displayed on the Staff Notice board.*

*The Health & Safety Manual which is held in your offices may also be referred to.*

### **Duty of Employees**

It is the duty of all employees at work to ensure:-

1. That reasonable steps are taken to safeguard the health and safety of themselves and of other persons who may be affected by their acts or omissions at work
2. That they co-operate with the Management Committee so far as it is necessary to ensure compliance with any duty or requirement imposed on the employer, or any other person, under relevant statutory duties.

Failure to fulfil these duties may result in Disciplinary Action being taken by the employer – irrespective of any other legal action which may arise.

### **General information**

#### **1. Accidents**

Any accident at work should be reported at once as per the procedures in the Health & Safety Manual.

Details of any accident off duty should be reported to the Chief Executive/Management Committee if:

- a) absence from duty results or performance is likely to be impaired
- b) the accident is alleged to be due to the negligence of some other person

**2. Protective Clothing**

Where protective clothing is supplied by the Association (as and when necessary) employees shall be held responsible for it and for wearing it.

**3. First Aid Allowances**

The Association will normally have an employee trained to fulfil a first-aid role. The name of the first-aider will be posted on the notice board alongside the Safety Policy statement together with a list showing the location of all the first aid boxes. It is intended to have a second employee trained as back up to cover any absence of the first- aider. Such an employee will be required by the Association to hold a current approved certificate in first-aid and will be paid the appropriate First Aid Allowance. This amount will be shown in the current agreement on salaries.

The relevant certificates are those approved by the Health & Safety Executive for the purposes of the Health & Safety (First-Aid) Regulations 1981. (eg: St Andrews Ambulance Association). A refresher course will have to be taken every 3 years.

## B 2 EQUAL OPPORTUNITIES

Your Association are fully committed to the principles and practice of equality of opportunity in employment. Equal opportunity for employment with, and advancement within the Association will be afforded to everyone as a basic right.

***Note:** You are required to refer to the full policy statement which is displayed on the Staff Notice board.*

### KEY POINTS

1. The policy statement says that "there shall be no discrimination on the grounds of race, colour, nationality (including citizenship), ethnic or national origins, religion / belief, social background, disability, marital status, gender, age or sexual orientation".
2. The policy also lists the responsibilities of the Association, and the procedures it will adopt to ensure that discrimination does not occur in employment-related decisions.
3. It is the responsibility of the Association, so far as is reasonably practicable to ensure that employees are provided with such instruction, training and supervision as is necessary to meet the requirements of our equal opportunities policy.

### EMPLOYEES RESPONSIBILITIES

Individual employees at all levels must accept personal responsibility in law and in relation to the policy for the application of the principle of equal opportunities.

1. **Individual employees:**
  - (a) will not discriminate against fellow employees, contractors, job applicants, clients or customers in the course of their employment with the Association
  - (b) are required to draw to the attention of management any apparent instances of discrimination.
  - (c) are required to draw to the attention of management any perceived problem relating to the application of the policies of discriminatory effect.
2. **Discriminatory conduct** by an employee will result in Disciplinary Action
3. Any employee who feels that they are not being afforded equality of opportunity in line with the policy statement may seek resolution under the Grievance Procedures (A 11)

4. Any employee subjected to harassment should raise the issue, in confidence, and in line with the Association's policy "Dignity at Work" (B3)

**B3**  
**DIGNITY AT WORK**

Your Association are fully committed to providing a working environment that ensures all employees are treated with dignity and respect.

Harassment in the work place can have long term effects on the morale and well being of individuals and be damaging to the overall efficiency and productivity of the organisation. It is therefore in everyone's interests that the Association's policy is clearly understood.

**Note: You are required to refer to the full policy statement .**

**KEY POINTS:**

1. The policy seeks to prevent:  
any form of discrimination or harassment on grounds of: race, colour, nationality (including citizenship), ethnic or national origins, religion / belief, social background, disability, marital status, gender, age or sexual orientation; Bullying and Victimisation.
2. The policy lists the responsibilities of the Association and the procedures it will adopt to ensure that harassment does not occur.
3. There is a legal requirement to remove the threat of harassment and failure to do so will lead to direct contravention of the Sex, Race, Disability, Sexual Orientation, Religion/Belief and Age Discrimination Legislation.

**EMPLOYEES RESPONSIBILITIES:**

**1. Individual employees at all levels:**

- a) must accept personal responsibility in law and in relation to the policy to ensure harassment does not occur;
  - b) must ensure that their behaviour does not cause offence, or discriminate against fellow colleagues, contractors, job applicants, clients or customers in the course of their employment with the Association;
  - c) are required to offer support to a known victim of harassment;
  - d) are required to draw to the attention of management any apparent instances of harassment;
  - e) will not indirectly support the harasser by ignoring an incident(s).
2. Discrimination or Harassment by an employee will result in disciplinary action, which could lead to dismissal.
  3. Any employee subjected to harassment should raise the issue, in confidence, in line with procedure in the Associations 'Dignity at Work' Policy.

## B 4 TRAINING & DEVELOPMENT

### 1. General

Your Association is fully committed to the development of **all** its employees. Employees will be aware of how their work as an individual contributes to the achievement of overall objectives. This will be done by frequent and effective management communication and periodical performance appraisals. They will be encouraged to undertake training which relates directly to their work and career in order to improve their job performance and the service provided by the Association.

*Note: Refer to the full policy statement displayed on the Staff Notice board*

### 2. Vocational Training/Qualifications

Employees wishing to pursue part-time vocational courses directly relevant to their career development with the Association will be given the opportunity to discuss with the Management Committee any assistance which can be given.

**2.1** At the Committee's discretion, and for appropriate courses (such as those leading to technical or professional qualifications), up to 100% financial assistance may be given with approved costs and fees. Such fees will be paid directly to the educational bodies / institutions.

Rules applicable to such funding are as follows:

**2.1.1** The fees paid are to be regarded as a loan. The loan will be written off 12 months following the relevant course/examination. The Association will have a right to require the employee to refund the full or a proportion of the cost of fees (as outlined in the undertaking appended to this policy) where the employee voluntarily leaves their employment within those 12 months, or where the employee or the training institution prematurely terminates their course or where the employee is dismissed summarily from their employment.

**2.1.2** Withdrawal from a course will result in repayment of the fees paid on the basis of 2.1.1 above, unless:

- (a) the employee, on presentation of written justification, has obtained the committee's agreement to withdrawal,
- (b) the employee has had to withdraw due to long-term sickness, maternity leave or redundancy.

**2.2** Leave of absence with pay will be granted to employees to enable them to sit examinations for courses approved by the Management Committee. Such leave with pay will include the previous half-day (where the examination itself lasts half a day) or the previous day (where the examination is over a full day).

Requests by employees to take Annual Leave around the time of examinations will be given priority and considered sympathetically.

**3. Professional Membership Fees**

The Association will re-imburse annual fees paid by employees for membership of professional institutions subject to the following criteria:

1. Membership must be directly relevant to the work of the Association
2. Only one set of fees will be reimbursed where the employee is a member of more than one institution
3. Receipts for claims are to be submitted to and endorsed by the Management Committee.
4. Payment will be made net of tax.

## EMPLOYERS IN VOLUNTARY HOUSING

### Undertaking to repay loan for Professional/Vocational Training fees

I..... , in consideration of having been granted facilities in terms of the Training & Development Policy of Employers In Voluntary Housing to undertake an approved course of studies, do hereby agree and undertake to remain in the service of the ..... for a period of 12 months following the completion of my course.

In the event of my voluntarily leaving the employment of or being summarily dismissed before the expiry of the said minimum period, or of my terminating my studies before completing the course, *or of the training institution terminating my studies because of my performance on the course* . I undertake to refund to my employer an amount proportional to the unexpired portion of the contracted minimum period of service calculated on the basis of all monies loaned to me in respect of the said course of studies by my employer.

I hereby agree that such sums as may be refundable by me in respect of the above undertaking may be deducted by my employer from salary or other payments due to me under my contract of employment.

Signed ..... Date .....

**B5**

**TRAVEL & SUBSISTENCE**

**1. Normal Travel to Work**

Employees travel to and from their normal place of work in their own time and at their own expense. Where an employee is required by the Association to travel to and from work for an **additional** session in any one working day, then normal travel costs will be refunded.

**2. Business Travel**

**2.1** Employees travelling on authorised business for the Association will be entitled to reclaim fares for public transport. Rail travel will be refunded at second-class rates only.

**2.2** Taxis should only be used in accordance with the Association's policy.

**2.3** Employees may use their private car when travelling on business **only** when authorised to do so by the Management Committee.

Before receiving such authorisation the employee will be required to have their vehicle comprehensively insured for business as well as private purposes. Management Committees will also ensure that the car owner has completed a certificate declaring their insured status and that this has been forwarded to the Secretary of the Management Committee. The certificate should state:

*"I certify that I have examined the insurance policy in respect of my private car, registration number ....., and that the car is comprehensively insured for business purposes. I undertake to renew the policy while the car is in my possession and similarly to insure any subsequent vehicle which is to be used by me for business travel"*

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

Authorised car users will be able to claim Allowances in respect of business travel authorised by the Chief Executive /Management Committee. The Scale of Allowances will be in accordance with (locally) agreed rates.

### 3. Subsistence Allowances

#### 3.1 Eligibility

The rates of allowance are based on the duration and it is therefore necessary to detail the start and finish times of such absences when claiming Subsistence Allowance.

#### 3.2 Rates

The rates are reviewed on 1 April each year as part of annual pay negotiations, and up to date amounts will thus be found by referring to the most recent wage agreement.

Two levels of subsistence rates can be paid: -

- i. For officers who are required to be on approved or official duty for more than 10 hours duration, in any one day
- ii. For official duties of between 5 and 10 hours in any one day outwith the Association's geographical area of activity:

#### 3.3 Train Meals

When a main meal is taken on a train during a period qualifying for Subsistence Allowance, the actual cost of the train meal (including VAT but excluding alcoholic beverages) may be reimbursed in full, subject to the production of receipts. These payments are made **instead of** the normal Subsistence Allowances. The number of train meals allowed for would be:

- a. One main meal for absences of more than 5 but less than 10 hours;
- b. Two main meals for an absence of more than 10 hours; **or** one main meal plus a claim for the normal 5 to 10 hour Subsistence Allowance

#### 3.4 Overnight

Where an employee is on official duty and away from home overnight, reasonable expenses will be met by the Management Committee on production of receipts.

**B 6**

**TRADE UNION MEMBERSHIP**

**1. General**

Employees are advised, in their best interests, to become members of an appropriate trade union.

Any employee may seek election to office within a trade union and may hold office within that union.

Where suitable accommodation is available, facilities for meetings of trade union members should be granted by the Association.

**2. Time off for Trade Union Activities**

**2.1** Members meetings (and the travel to and from meetings) should take place outwith normal working hours. However, meetings of the Union office bearers or the Union Negotiating Committee may be held within working hours.

**2.2** Leave of absence with pay will be granted to Shop Stewards to attend meetings up to a maximum of once per calendar month.

**2.3** Union Branch Officials (i.e. Branch Secretary, Negotiating Secretary, and Treasurer) will be allowed time off with pay to enable them to carry out their duties. This will be limited to a maximum of four hours in any one week This time cannot be carried forward.

**2.4** Employees wishing to attend an official conference of their trade union or association should request time off, giving reasonable notice and providing the relevant details (in writing), from their Chief Executive. Leave of absence without pay will normally be granted.

**2.5** To qualify for paid time off as a Union Learning Representative an employee must be trained to carry out duties as a learning representative, either at the time when their trade union gives notice to their employer in writing that they are a learning representative of the trade union or within six months of that date.

## C 1

**ADDITIONAL MATTERS OF CONDUCT**

Employees are required to observe the following rules during the course of their employment. Failure to do so may result in Disciplinary Action.

**1. Disclosure of Information**

In the course of your employment you may have access to confidential information about the business of your employer, of other organisations and about your fellow employees. It is forbidden, either orally or any other way, to disclose such information to another party, without first obtaining the written permission of the Management Committee.

The permission of the Chief Executive is also required before confidential correspondence or documents are removed from the work premises.

**2. Interest in Contracts/Appointments**

An employee must, as soon as practicable, bring it to the attention of the Chairman of the Management Committee, in writing, where they discover:

- a) the Association has or proposes to enter into a contract or an appointment **and**
- b) they have a pecuniary and/or private interest in that contract or appointment. This interest can be **direct or indirect** (i.e. they need not themselves be a **party** to it).

**3. Publications & Lectures**

No employee may publish any material or deliver any lecture address relating specifically to their Association or its business without **prior** approval. This approval should be requested and given in writing by the Management Committee or appropriate Sub-Committee.

**4. Use of Official Premises**

Employees may not use official premises for unofficial purposes at any time without the **prior** approval of the Management Committee.

**5. Other Employment/Activities**

Employees may not accept a post or undertake any occupation or activity which would:

- require their attendance at any time during office hours **and/or**
- prejudice the proper performance of their duties for the Association

In exceptional circumstances, permission may be granted by the Management Committee for such activities. This permission should therefore be sought in advance and in any case where the employee is in doubt as to whether this condition would apply.

**6. Private Telephone Calls/Faxes**

The controlled use of official telephone lines for private use is allowed **within reason**.

**All** non- local use must be advised in advance and paid on receipt of itemised telephone bill.

**7. Gifts, Hospitality, etc.**

Employees should not accept any gift, favour or hospitality which is intended as, or might be deemed by others to have the effect of an inducement. It is normally clear whether an offer of hospitality etc., from another party might be considered excessive or unreasonable. However, if there is any doubt contact your line manager.

**C 2**

**PERSONAL INFORMATION**

**1. Personal Details**

Every employee has a duty to ensure that the Association is provided with updated and accurate information relating to:

- private home address
- telephone number (if any)
- next of kin
- details of person to be contacted in emergency and how this can be done
- name and address of G.P.
- details of any allergies/conditions which may be important in an emergency

**2. Confidentiality**

The Association will at all times respect the confidentiality of personal information provided to them. No information relating to an employee will be made available to a third party without the approval of the employee concerned.

(Note: this does not apply where a statutory or legal obligation exists to provide such information)

Employees will be given access to their own personal file upon formal request to the Chief Executive.

**C 3**

**PERSONAL PROPERTY**

The Association can accept no responsibility for any personal property whilst it is on their premises, even where it is being used for official purposes. Employees should ensure that their personal property is adequately safeguarded at all times. A lockable drawer will be provided for employees on request.

# EMPLOYERS IN VOLUNTARY HOUSING - EMPLOYEE SELF-CERTIFICATION FORM

This form must be completed immediately on return to work in the presence of your manager following all absences (whether for sickness or any other reason) which have not been planned for and authorised in advance. (see Statement of Terms & Conditions of Employment A4). Sections A & C are to be completed in all cases. Section B is also completed where the absence is due to sickness or injury.

A. Name ..... Dept/Section.....  
 Hours of Work..... Number of days absent.....

Reason for Absence:  a. Own Sickness/illness - complete sections B. & C. below  
 b. Other reason - give brief reason for absence then  
 (tick box) complete section C. Below.

Reason for absence .....

## B. Sickness

1. Day & date sickness started:.....day / / (date)  
 First day of absence from work:.....day / / (date)  
 Date of return to work.....day / / (date)

2. Brief description of illness/sickness/reason for incapacity for work:

.....  
 .....

Did you visit the doctor/hospital? YES / NO If "yes" when?

.....

Was a medical certificate supplied? YES / NO

Name & address of doctor/hospital attended

.....  
 .....

3. Was the sickness the result of an injury at work? YES / NO

If "yes" was the accident reported? (details when/to whom)

.....  
 .....

4. Did the sickness/injury arise out of or in the course of following another occupation or sport as a profession? YES /NO

Were you carrying out any other paid work during your spell of sickness? YES / NO

## C. Declaration

I declare that the information provided by me on this form is, to the best of my knowledge accurate. I understand that provision of false/misleading information or any abuse if the Sickness Benefit Scheme will be regarded as serious misconduct which could result in Disciplinary Action being taken against me.

Signed (employee) ..... Date.....

Signed (manager)..... Date.....

**EMPLOYERS IN VOLUNTARY HOUSING  
STATEMENT OF TERMS & CONDITIONS OF EMPLOYMENT**

*I declare that I have received a copy of the above document. I have also had the opportunity to read it's contents in full and received any clarification as necessary from my manager.*

*I confirm that I fully understand the contents and accept the terms and conditions contained within.*

*I understand that I will be notified separately regarding any amendments which may occur to these terms and conditions in the future.*

SIGNED: .....

NAME: .....

DATE: .....

(Insert in employee personal file)