

EMPLOYEE HANDBOOK



LANARKSHIRE
HOUSING ASSOCIATION LTD



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LANARKSHIRE HOUSING ASSOCIATION LIMITED

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INTRODUCTION FROM THE CHIEF EXECUTIVE

At Lanarkshire Housing Association, we value the effort and contribution of all our employees; we recognise the important role you play in helping us to achieve our business goals.

It is our mission to maintain a successful and enduring business by releasing the skills and talents of all our staff, maintaining quality standards and promoting a culture of continuous development and improvement.

The purpose of this Handbook is to provide you with additional information about your employment with Lanarkshire Housing Association, essential for you to enjoy a long and successful partnership with the Company.

This Handbook is in three parts:

Section One sets out the terms and conditions of your employment supplementary to the individual Written Terms and Conditions that you will have received.

Section Two gives the policies and procedures and provides useful information about the Company. It does not form part of your contract of employment.

Section Three gives details of the operating rules and procedures. These do not form part of your contract of employment.

As you join Lanarkshire Housing Association, may I take this opportunity to wish you success in our Company and I look forward to working with you in the months and years ahead.

Simon McManus
Chief Executive

COMPANY INFORMATION

Founded in 1978, Lanarkshire Housing Association Limited was established to carry out a programme of rehabilitation works; a remit which was later extended to include the provision of new build housing. Whilst the majority of the properties are in Motherwell and Bellshill, there is also housing in Newarthill, Carfin, New Stevenston and the Uddingston area of Lanarkshire. In addition, to the social rented sector the Company has built homes for shared ownership.

The Company occupies prestigious office premises in central Motherwell, which comprise over 340sq metres of ground floor office space with twelve flats above. The compact site is situated in a prominent position adjacent to the town centre and offered a valuable opportunity to create a building of distinction in central Motherwell. The architectural treatment of this corner by Wm. Nimmo & Partners Architects was considered of paramount importance and the visual impact is enhanced by the configuration of a strong corner turret resulting in a building which is a pleasure to visitors and staff alike.

Lanarkshire Housing Association is strongly committed to a performance culture in both the development process and the housing service it provides and is meeting its aim to provide good quality social and affordable housing and associated services.

Consultation, partnership and a dedication to achieve excellence for its tenants, have all helped Lanarkshire Housing Association satisfy the varied needs of the community. These achievements have only been possible through a multi agency approach in alliance with the Scottish Housing Regulator, North Lanarkshire Council and the private sector.

MISSION STATEMENT

“To provide good quality, affordable housing services in strong local communities within a voluntary framework of governance, along with associated commercial services of social value through a wholly owned subsidiary company”

VISION STATEMENT

“To benefit communities in Lanarkshire by protecting the global environment and engaging with stakeholders to find better ways to invest scarce resources in providing affordable homes for the future and delivering greater social value in our housing related services”

SECTION ONE TERMS AND CONDITIONS OF EMPLOYMENT

ANNUAL PAY REVIEW

Your rate of pay will normally be reviewed annually in November/December. The revised rate of pay, if any, will be effective from 1st April. You will be informed of any new arrangements by your line manager. You should note that a pay review does not guarantee an increase in salary.

BONUS SCHEME

Should you be eligible to participate in the Company Staff Bonus Scheme, your offer letter will have set down the main terms of the scheme. Further detailed information is contained in the Bonus Scheme documentation, available from the Chief Executive.

You should note that any bonus payments are entirely discretionary and do not, therefore, form part of your contract of employment. The Company reserves the right to amend or discontinue this scheme at any time.

PENSION SCHEME

The Company operates a Career Average Revalued Scheme (CARE) since 1 April 2015 and prior to that it was a final salary pension scheme. All employees are automatically entered into the scheme unless they specifically state that they wish to opt out. Further details are available from the Chief Executive.

ANNUAL HOLIDAYS

ENTITLEMENT

The holiday year runs from April 1 to March 31.

Employees' annual holiday entitlement is as stated in their individual Written Statement of Terms and Conditions.

Employees are not permitted to carry over accrued annual holiday entitlement from one holiday year to the next year.

Requests for paid time off to honour other religious festivals will normally be granted. A deduction will be made from normal annual leave entitlement.

BOOKING HOLIDAY AND HOLIDAY POLICY

It is important not to book any holiday arrangements until your leave has been authorised by your line manager.

To book holidays, you must complete a "Holiday Request Form", available from the Corporate Services Department, and return it to your line manager giving at least two weeks notice prior to the requested holiday start date.

Annual leave requests will not be unreasonably refused. However, you should note that your request may be denied in order to meet the needs of the business. Where this is the case, your manager will give you notice, within one day, both verbally and in writing that the request has been denied.

In certain circumstances, the Company may need to schedule your holidays to fit in with peaks and troughs in the workload to ensure continuity of service. Should this be the case, the Company will instruct you to take leave. You will receive written notice of any such instruction, which will be twice the length of the holiday leave you are required to take.

Applications for leave in excess of three consecutive weeks will only be granted in exceptional circumstances and must be authorised by the Human Resources and Equality Sub Committee.

Employees who are absent from work because of sickness immediately prior to a period of authorised annual holiday, and whose incapacity extends into the authorised annual holiday period, will be permitted to delay the period of annual holiday until a later time subject to the Company receiving appropriate certification. Employees taking advantage of this facility are required to submit a further annual holiday request in respect of the new period of annual holiday.

Employees who become sick during a period of authorised annual holiday will only be permitted to take the annual holiday at a later time, upon presenting a medical certificate from their doctor confirming the illness.

Employees are required to reserve a sufficient number of their annual holiday entitlement to cover the closure of the Company between Christmas and New Year. Precise dates for this closure will be intimated to employees in writing each year by no later than 30 November.

PUBLIC HOLIDAYS

Your entitlement to public holidays is as set out in your Written Statements of Terms and Conditions.

Public holidays are disregarded if they fall within a period of sickness or other absence (apart from annual leave). This will not entitle employees to add the public holiday to their holiday leave.

If you are absent from work through sickness or for any other reason on the working day immediately before or after a public holiday, the public holiday will be treated as being part of the period of sick leave/other absence unless the Company in its absolute discretion decides otherwise. (This shall not apply where the Employee was absent on annual leave, maternity, shared parental, parental or paternity leave, or some other pre-arranged absence.)

Employees may, in emergencies, be required to work during recognised public holidays, depending on the needs of the business. Employees will be given as reasonable notice of such a requirement.

An employee who has been required to work on a public holiday, but who has failed to do so because of sickness, will not be entitled to pay in respect of that day unless he or she submits a medical certificate completed by a medical practitioner.

Employees who are required to work on a recognised public holiday will receive one full day off in lieu together with the actual number of hours worked off in lieu, to be taken at a later date subject to management approval.

SICKNESS ABSENCE

STATUTORY SICK PAY

Employees who are absent because of sickness will normally be entitled to receive Statutory Sick Pay (SSP) from the Company. Employee's entitlement to SSP will be in accordance with current legislation.

The employee cannot normally claim SSP for the first three days of sickness but thereafter the Company will normally pay SSP at the stipulated rate for a maximum of 28 weeks.

In order to qualify for SSP the employee must comply with all Company procedures relating to the notification and certification of absence.

Certain employees are excluded from the SSP scheme, e.g. employees who do not earn enough to pay National Insurance Contributions.

The provisions relating to SSP are extremely complex. Should employees have any questions relating to this then they should discuss the matter with their line manager.

COMPANY SICK PAY

The Company operates a sick pay scheme which provides for payment in addition to SSP.

The following provisions set out employees' contractual sick pay entitlement. Employees should clearly understand, however, that when payment of contractual sick pay is made this is inclusive of any SSP entitlement i.e. employees are not entitled to both.

Employees' entitlement to Company sick pay is as follows:

<i>Continuous Service at the Date Sickness Starts:</i>	<i>Full Allowance paid for:</i>	<i>+</i>	<i>Half Allowance paid for:</i>
Up to one year	One month	+	One month
Between one and two years	Two months	+	Two months
Between two and three years	Four months	+	Four months
Between three and five years	Five months	+	Five months
Over five years	Six months	+	Six months

Full Allowance equals the employee's normal pay, and includes any SSP to which the employee may be entitled.

Half Allowance equals half the employee's normal pay plus SSP. Where, however, the Half Allowance plus any SSP payable to the employee would exceed normal full salary, then the amount in excess will be deducted from the Half Allowance element.

The period of Company sick pay will be reduced according to the total sickness absence in the 12 months immediately prior to the first day of the current sickness absence. (For this purpose a period of sickness shall be treated as including non-

working days immediately before or after a working day on which you are of absent from work due to sickness).

The service length qualification will be calculated in respect of the employee's service length on the first day of the absence.

Payment of Company sick pay will not be made unless the Company procedures relating to the notification and certification of absence have been fully complied with.

Company sick pay will not be paid where the sickness is self-induced or where the sickness or injury arises from misconduct at work.

Any Social Security benefits which employees are entitled to should be claimed. All payments received must be notified to the Company, and will be deducted from Company sick pay entitlement.

If you are absent from work due to injury or illness caused by a third party, any payment made by the Company as sickness payment will be classed as a loan. This will be repayable to the Company by you if compensation for loss of earnings is recovered from the third party.

The rules of the Company sick pay scheme do not imply that termination of employment may not take place prior to the payment of Company sick pay being exhausted.

MATERNITY, ADOPTION, SHARED PARENTAL AND PATERNITY LEAVE

Other than Company Extended Maternity Leave and Company Maternity Pay, employees' maternity entitlements are as per statutory minimums.

The right to maternity, adoption, shared parental and paternity leave and pay is governed by current employment law regulations.

It is important that you are aware of your rights and benefits in these circumstances, so as soon as you have had the news confirmed, you should contact your line manager so that you can be given all of the information needed.

Antenatal care is very important, both for the expectant mother and the baby, so reasonable paid time off work is allowed to attend special clinics run by the doctor or hospital. If appointments have to be made during working hours, the appointment card must be shown to your line manager, giving as much notice as possible.

If you have a qualifying relationship with an expectant mother or her expected child, you may be entitled to unpaid time off to accompany her to an antenatal appointment on up to 2 occasions.

We trust that the above is self-explanatory. It is important that if you feel that you may be entitled to these benefits you talk to your line manager at the earliest opportunity. Failure to do so, could in some circumstances lead to a loss of benefits.

An employee on additional maternity leave can apply to further extend her leave by up to 12 weeks on an unpaid basis. Such a request must be made in writing before the end of the 25th week after the date of birth.

Company Maternity Pay equates to :

- 7 weeks full pay inclusive of statutory maternity pay
- 16 weeks half pay plus statutory maternity pay
- 16 weeks statutory maternity pay

Employees can opt to receive Company 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 Company if either:

- the employee fails to return to work; or
- the employee returns but resigns or is dismissed for misconduct within three months

In these circumstances the employee will have to repay the Company Maternity Pay, reduced by 1/3 for each complete month worked following the return from maternity leave.

OVERTIME RULES

Overtime is only payable where authorised in advance by the Chief Executive.

The Employee will be entitled to overtime at the following rates:

Time worked	Rate
Before 35 hours completed in any one week.	Normal rate
After 35 hours.	Time + 50%

A maximum of 20 hours overtime will be payable in any month.

Except at the Chief Executive's discretion, the Employee will not receive enhanced overtime rates until the Employee has worked hours equal to his or her normal hours for the week. Annual holiday or other pre-arranged leave does count towards this total.

For the purposes of calculating overtime a week runs from Monday to Sunday.

The Employer may in its discretion substitute time off in lieu for paid overtime at the rate of 1 hour time off in lieu per 1 hour's pay.

GARDEN LEAVE

If an employee gives or is given notice of termination the Company may place him/her on garden leave. While an employee is on garden leave the Company is under no obligation to provide him/her with any work; and may exclude him or her from the premises or require him or her to remain at home during all or part of his or her notice period. Pay and all other contractual benefits shall continue to be paid and provided.

During garden leave employees will still be employed by the Company and bound by the terms of their contracts, although they will not be required to carry out any work unless specifically requested to do so. In particular, they remain bound by their

obligations of loyalty and good faith, of exclusive service to the Company, and of confidentiality.

TRAVEL & SUBSISTENCE EXPENSES

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 Company to travel to and from work for an additional session in any one working day, then normal travel costs will be refunded.

BUSINESS TRAVEL

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

Taxis should only be used and reimbursement claimed in cases of unavoidable urgency.

Employees may use their private car when travelling on business only when authorised to do so and designated as an "Occasional User" 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. The Management Committee 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 Company 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.

"Occasional Users" will be able to claim Allowances in respect of business travel authorised by the Finance Manager. The Scale of Allowances will be in accordance with the current scales recommended by the Management Committee.

SUBSISTENCE ALLOWANCES

A Subsistence Allowance is payable only when the employee is absent from their base on approved official duty, for a period of time which necessitates the purchase of one or more meals. The meal(s) purchased must necessarily be at a greater cost to the employee than would have been incurred had they remained at their official base.

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

The rates are in accordance with the rate of allowance adopted by the Management Committee.

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

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.

RETIREMENT

The Company does not operate a formal retirement policy.

Should you wish to leave the Company or retire you should approach your line manager.

SECTION TWO DISCIPLINARY AND GRIEVANCE PROCEDURES

CODE OF CONDUCT

The Code of Conduct set out below is designed to cover the main areas of the required standards of behaviour and performance. The code includes Company Rules, which all employees are required to comply with, and examples of misconduct which the Company normally regards as Gross Misconduct. A breach of the Company Rules will render an employee liable to disciplinary action in accordance with the Disciplinary Procedure. An instance of Gross Misconduct will render an employee liable to dismissal without notice.

The Company Rules and the examples of misconduct are not exhaustive. Employees are under a duty to comply with the standards of behaviour and performance required by the Company, and to behave in a reasonable manner, at all times.

COMPANY RULES

Employees are required to comply with the rules relating to notification of absence which are set out in the Absence Policy and Procedure.

The Company operates a Flexible Working Hours Policy. All employees are required to commence work by 10am at the latest and must be at work during the core times of:-

Monday to Friday 10.00 to 12.00 and 14.00 to 16.00

(The scheme and employees' participation in it may be withdrawn at any time and does not form part of the contract.)

Employees may be required to work additional hours at short notice, as the needs of the business require.

Employees must obtain prior management authorisation if for any reason they wish to arrive later or leave earlier than their normal start and finish times.

The Company reserves the right not to pay employees in respect of working time lost because of poor timekeeping and unauthorised absence.

Persistent poor timekeeping will be dealt with through the disciplinary procedure.

Employees are solely responsible for their own time recording on commencing and finishing work. Any errors or omissions must be cleared by the employee concerned with management who will authorise or endorse any amendment.

Employees are required to maintain satisfactory standards of performance at work, a high level of quality, accuracy, and diligence.

You shall not at any time during your employment (except so far as is necessary and is proper in the course of your employment) or at any time after termination of your employment disclose to any person any information as to the practice, business dealings or affairs of the Company or any of the Company's Customers or Clients or as to any other matters which may come to your knowledge by reason of your employment.

Revised August 2017

Employees are required to keep confidential, both during their employment and at any time after its termination, all information gained in the course of their employment about the business and that of the customers, except in circumstances in which they are required to disclose information by law or in the course of the performance of their duties with the Company.

Employees must, as soon as practicable, bring it to the attention of the Chairperson of the Management Committee, in writing, where they discover a) the Company has or proposes to enter into a tenancy agreement, contract or appointment, and b) the employee has a pecuniary and/or a private interest in it. This interest can be direct or indirect (i.e. it includes agreements, contracts or appointments relating to the employee's family or friends).

You are expected to devote your whole time and attention to the best interests of the Company during your working hours. You must not carry out any work (whether paid or unpaid) which may be in conflict with your common law obligations to the Company, whether such work is undertaken in or out of your normal working hours. Employees must inform Management in writing prior to taking any other employment while working for the Company.

Employees are required to dress in the uniform provided or in a manner appropriate to the function in which they are engaged. Further information in relation to this can be obtained from the Corporate Services Director.

As a term of your employment you can be required to undertake such other duties and/or hours of work, temporarily or on a continuing basis, as may be required of you commensurate with your position in the Company. In carrying out your duties you will, at all times, conform to the Company's Policies and Procedures. Employees may be required from time to time to undertake duties outwith their normal job remit.

Employees may be required from time to time to work at locations other than their normal place of work.

Employees are required to co-operate fully with their colleagues and with management and to ensure the maintenance of acceptable standards of politeness.

Employees are required to take all necessary steps required to safeguard the public image and preserve positive relationships with its customers.

Employees are required to comply with the Operating Policies and Procedures.

Employees are required to ensure that they do not behave in a discriminatory manner.

Employees are required to gain an understanding of the health and safety procedures, observe and follow them and ensure that safety equipment and clothing is always used.

All accidents, however small, must be reported to management as soon as possible, and an entry made in the Accident Book. Further information relating to this can be obtained from the Corporate Services Director.

Employees are required to comply with all reasonable management instructions.

Employees are not permitted to make personal use of the telephone, fax, or postal facilities and services without prior management permission.

Company property and equipment must not be taken from the premises unless for use on authorised Company business.

The Company retains the right to search bags, lockers, outer clothing etc. if there are reasonable grounds to suspect the employee may be in possession of Company or other individual's property. You will be entitled to have a work colleague present at any such search, if requested. Any employee who unreasonably withholds their consent to a search may be the subject of disciplinary proceedings.

Employees are solely responsible for the safety of their personal possessions while in the premises. Employees must ensure that their possessions are at all times kept in a safe place.

Employees who find an item of personal property on the premises are required to inform management immediately.

In order to provide a working environment which is pleasant and healthy, smoking is not permitted outwith designated smoking areas.

Unofficial references or opinions about current or ex-employees must not be made or given to third parties under any circumstances.

DISCIPLINARY RULES AND PROCEDURES

The use of disciplinary procedures ensures problems are dealt with in a fair, reasonable and consistent manner on a formal agreed basis. However, the disciplinary procedure is not contractual and the Company reserves the right to disregard some or all of the stages listed where it is felt appropriate.

This document has been produced to ensure that employees fully understand the standards of conduct which are expected of them while in the employment of Lanarkshire Housing Association and the potential actions which may be taken if these standards are not met.

The Company requires high standards of work and discipline from you. For your part, you are expected to familiarise yourself with the relevant rules and standards and to abide by them. The main reason for taking disciplinary action is to encourage you to improve where the standard of work or behaviour is unsatisfactory. If the matter is dealt with promptly, the need for more serious action later may be avoided.

OFFENCES AND MISCONDUCT

The degree of seriousness of an offence can range from trivial, which can be dealt with by an informal warning or reprimand, to gross misconduct which may result in summary dismissal without notice or pay in lieu of notice. Several minor offences together may be treated as a serious offence.

In the early stages of what might become a disciplinary matter or a matter for further investigation, managers/directors have a right to question employees on their performance and conduct and this will take place in the normal manager/employee setting. However, at the point at which a manager decides that an employee's performance, action or conduct are such that they may warrant further management investigation or corrective management action, then at all subsequent meetings of the matter, the employee will have the right to be accompanied by a work colleague or trade union official of their choice to witness the proceedings.

The Company may decide to suspend the employee pending investigation. Precautionary suspension may be with full pay, however, the Company reserves the right to suspend an employee without pay depending on the situation.

If sickness intervenes during an investigation under the disciplinary procedures, the manager/director should consider the nature and anticipated length of the absence and the nature of the matter under investigation. The matter should then be discussed with the Company's employment legal advisors to consider whether the matter should be progressed or held in abeyance pending the employee's return to work.

DISCIPLINARY PROCEDURE

The following are the stages of the procedure, one or more of which may be omitted depending upon the seriousness of the matter.

Disciplinary Hearing

Prior to any disciplinary meeting, an employee should be notified in writing of the date and time of the meeting to allow them sufficient time to arrange to be accompanied by a work colleague or trade union official as he/she wishes. The companion's role will be to formally witness the process, during which they may ask questions and make comments. The letter should also set out the nature of the alleged breach of discipline.

At each stage of the procedure, and before any disciplinary decision is reached, your line manager, will hold a Disciplinary Hearing to examine the facts and discuss them with you in an endeavour to determine if misconduct has occurred and find the reason for it.

At the hearing, you will be given the opportunity to defend yourself and/or explain your actions. A record will be kept of the disciplinary hearing and kept on your personnel file.

WARNINGS AND PUNITIVE ACTION

Warning	Verbal (confirmed in writing)
	First Written
	Final Written
Suspension from Work With Pay	Pending Investigation
Suspension form work Without Pay	Pending Investigation

Other Punitive Action

Demotion

Withholding Pay Award

Dismissal

With Appropriate Notice

Without Notice (Summary Dismissal)

Stage One – Verbal Warning

For minor breaches of discipline or shortfalls in performance, a verbal warning may be given, normally by your line manager. The warning given will be confirmed in writing and a note of the warning kept in your personnel file. An appropriate time limit for improvement and/or non-recurrence will be specified, normally 6 months following the warning.

Stage Two – Written Warning

In the event of insufficient improvement or any recurrence of the misconduct for which the employee was warned within the time limit specified in a previous verbal warning, or in the case of more serious offences, a written warning may be given, normally by the responsible manager and a copy kept in your personnel file. An appropriate time limit for improvement and/or non-recurrence will be specified, normally 12 months following the warning. If there has been no recurrence of the misconduct within that time, then the Warning will be disregarded in any further disciplinary proceedings.

Stage Three – Final Written Warning

In the event of continuing shortfalls or insufficient improvement within the time limits specified in a previous written warning, or instances of very serious misconduct, or in cases of gross misconduct where there are genuine and substantial mitigating factors, a final written warning may be given, stating that further misconduct or a continuing failure to perform is likely to result in dismissal, and a copy kept in your personnel file. An appropriate time limit for improvement and/or non-recurrence will be specified, normally 12 months following the warning. If there has been no recurrence of the misconduct within that time, then the Warning will be disregarded in any further disciplinary proceedings.

Stage Four

If, after a reasonable period of time following a Final Written Warning, the employee has made no satisfactory attempt to improve and/or is still failing to fulfil their Contract of Employment they may be dismissed with the appropriate period of notice. If the employee has committed a further breach or serious breach of discipline or if there is an incident of gross misconduct, the employee will normally be the subject of dismissal from the Company. The director/manager will confirm the formal dismissal in writing to the employee and will set out the reason(s) for the dismissal and the appropriate period of notice of termination of employment to which the employee is entitled.

In exceptional circumstances, as an alternative to dismissal, the Company may, where appropriate, demote you or transfer you permanently or temporarily; pay and benefits may be adjusted accordingly. The decision shall be conveyed to you before it is

implemented. Except for instances of gross misconduct, you will not normally be dismissed for a first act of misconduct.

Any warning, whether verbal or written, will state the nature of the shortfall or misconduct, the improvement needed and by when, as well as the nature of the disciplinary action consequent upon further misconduct or shortfalls or insufficient improvement, and a time limit in during which any further misconduct or shortfalls will result in the next stage of the procedure being invoked. This time limit may be subsequently extended if thought appropriate.

TIME LIMITS ON WARNINGS

Disciplinary action ceases to be “live” and admissible against any further misdemeanour following the period specified in the Disciplinary Procedure. There are, however, special circumstances in which a warning will not be disregarded, for example, where a pattern of behaviour emerges or there is evidence of abuse. In these situations, an employee’s disciplinary record shall be borne in mind in deciding how long any current warning will last. In addition, where misconduct is verging on gross misconduct, the warning cannot be disregarded for future disciplinary purposes and any recurrence may lead to dismissal.

SUSPENSION FROM WORK

After certain incidents, and where more facts are required, the Company may, as a precautionary measure during the investigation, suspend you from work on full basic salary without prejudice to the result of the enquiry or your future employment.

OR

An employee may be suspended from work if the Company considers that their presence at work would not be in the best interests of the employee, his/her fellow employees and/or the Company. Or, if the Company is conducting an investigation into the conduct of an employee suspended either as a result of, or in anticipation of, taking disciplinary action.

RIGHT OF APPEAL

Stage 1

You will have the right to appeal against any disciplinary action taken up to and including dismissal. The grounds for your appeal should be set out in writing, no later than the end of the fifth working day after the decision was notified in writing. The first of these five working days is the day on which you received written confirmation of the disciplinary decision. The appeal should be submitted to the line manager’s immediate superior, as detailed in the contract of employment and a meeting will be arranged within 10 working days to enable your appeal to be heard.

You may be represented at the hearing by another employee of your choice or Trade Union official if you wish.

The person responsible for conducting the appeal will listen to any arguments raised and any new evidence presented and consider whether the original decision ought to stand. If they are of the opinion that the disciplinary action was unwarranted or

excessive, they may either withdraw the disciplinary action or substitute a lesser penalty.

If they believe that evidence or arguments presented means that further investigation is needed to determine the appropriate action to be taken, then he or she will investigate the matter afresh with him or herself and substitute his or her own decision for that of the original hearing.

The result of the appeal will be communicated to you in writing within three working days, setting out the reasons for the decision made. If you appeal against a decision of dismissal and are reinstated, the date of reinstatement shall be the date on which you are notified of the decision. Where your appeal is unsuccessful, the date of dismissal shall remain as the original effective date of termination.

Stage 2

If your appeal is unsuccessful, then there is a final appeal to the General Purposes & Complaints Sub Committee. The procedure for this appeal is the same as that for Stage 1. Should any Office Bearer have been involved at Stage 1 of the appeals procedure then they will not be allowed to officiate at Stage 2.

This decision shall be final.

GROSS MISCONDUCT

Set out below are examples of behaviour which the Company treats as Gross Misconduct. Such behaviour will render employees liable to dismissal without notice.

Theft, dishonesty, or fraud

Deliberate recording of incorrect working hours

Smoking within office premises or company vehicles

Assault, acts of violence, or aggression

Unacceptable use of obscene or abusive language

Possession or use of non-prescribed drugs or alcohol on Company premises, or during working hours

Wilful damage to the employees' or customers' property

Serious insubordination

Falsification of records or other Company documents, including those relating to obtaining employment

Unlawful discrimination relating to gender, race, disability, sexual orientation and religious belief

Refusal to carry out reasonable management instructions

Gambling, bribery or corruption

Acts of indecency, or sexual harassment

Serious breach of the Health and Safety policies and procedures

Accepting gifts from outside organisations which have not been approved by management

Breach of confidentiality, including the unauthorised disclosure of Company business to the media or any other party

Unauthorised access to or use of computer data

Inappropriate use of e-mail/internet facilities

Copying of computer software, other than when authorised in the employee's normal course of employment

Use of contractor/consultant without prior written authorisation

Bringing the Company into disrepute, including but not limited to, making negative or disparaging comments on social media sites or similar

Knowingly giving false information or deliberately omitting relevant information on the job application form, curriculum vitae, or at any time during the recruitment process, for example at interview or during discussions prior to the offer of employment

Criminal offences causing harm to the reputation of the Company or relations with the Company's employees

CAPABILITY PROCEDURE

Where your ability to carry out your duties is not meeting the required standards, the disciplinary procedure may not be the appropriate way to assist you. Your line manager will discuss with you, your total performance, identifying those areas where improvement is required and agreeing remedial action and any further training or development that may be required.

You will continue to be monitored and your performance measured against agreed standards. In cases where improvement is not being made and it is clear that further remedial action, training or development is unlikely to have any effect, your employment with the Company may be reviewed and alternative positions, should they be available, considered, should these better suit your abilities. If no suitable alternative positions can be found, this could lead to termination of employment.

GRIEVANCE PROCEDURE

This procedure is designed to ensure that if you have a grievance relating to your employment, you have the opportunity of raising the matter and, if justified, having the grievance rectified. The following procedure is designed to resolve that grievance speedily and to the benefit of all parties. However, the grievance procedure is not contractual and the Company reserves the right to disregard some or all of the stages listed or deal with your grievance in another way where it is felt appropriate to do so.

At each stage of the procedure a meeting will be held to enable the employee to give full details of his or her grievance.

All meetings provided for in this procedure will be arranged as quickly as possible. It is the intention of the procedure to resolve any issues raised at the earliest opportunity. While every effort will be made by the Company to settle issues within the time limits indicated, this may not be possible on occasions. In these circumstances an extension of time may be arranged.

There are four stages to the Grievance Procedure. At all stages of the procedure, you will be entitled to be represented by a work colleague or Trade Union Representative, should you so wish:

Stage One – Informal Procedure

If you have a grievance relating to your employment, you should raise the matter informally with your immediate line manager (or a line manager from another team if your own line manager is involved in the grievance) at the earliest opportunity. The line manager will discuss the matter with you and attempt to resolve the grievance on an informal basis within 2 working days.

It is expected that most problems can be resolved without recourse to the formal procedure, however, if you feel your complaint warrants it you may raise a formal complaint without going through the informal procedure first. The line manager may also feel that a formal complaint is necessary and ask that you to submit a formal complaint in writing in the first instance.

Stage Two – Formal Complaint

If the matter cannot be resolved on an informal basis then you should submit a formal complaint in writing within 3 working days, detailing the grievance that you have to your line manager. If your complaint is about your line manager or he/she is involved in the complaint then it should be submitted to his or her immediate superior.

The line manager will deal with the complaint as soon as possible, and in any event shall arrange a meeting to hear your grievance within two working days of receiving your letter. They will investigate the matter thoroughly and communicate their decision or findings in writing within 8 working days, after hearing the grievance, setting out the investigations they have undertaken, their findings, and any appropriate remedial action taken or recommendations made.

Stage Three - Appeal

If you believe that your grievance has not been satisfactorily dealt with, you may raise the matter in writing within 3 working days to the Chief Executive/Office Bearer who will arrange a hearing within 3 working days of the request and give a decision within 8 working days of the meeting.

If the Chief Executive/Office Bearer is of the opinion that your grievance has not been properly dealt with, or further investigation is needed, he/she will look into the matter and take any necessary action and respond in writing setting out his/her findings and any remedial action he/she proposes. If he/she is satisfied that the grievance has

been satisfactorily dealt with he/she will write to you explaining this and giving his / her reasons.

Stage Four – Final Appeal

Should the matter still not be resolved, you may refer the matter in writing within 3 working days to the General Purposes Sub Committee. Your request should be made in writing and a meeting will be arranged within 5 working days of the request. The General Purposes Sub Committee will consider the matter and attempt to resolve the matter within 8 working days.

The decision of General Purposes Sub Committee will be final.

SECTION THREE

OPERATIONAL RULES AND PROCEDURES

WORKING TIME

Your hours of work and overtime rates (if applicable) are stipulated in your Contract. You should note that the Company fully endorses and actively supports the Working Time Regulations with regard to the 48-hour maximum working week. This means that you are not expected, nor are you allowed to work over an average of 48 hours each week (based on the statutory reference period) unless you agree to do so.

This requirement also includes any work that you carry out for other employers. You are, therefore, required to provide the Company with details of those employers, and the number of hours you are contracted to work for them on a normal weekly basis. Most importantly you must inform your line manager each and every time these normal weekly hours change in order that we may accurately record your working time.

Should you not wish to be restricted to working a 48-hour maximum working week, you have the right to opt out by written agreement. Should you wish to exercise this right, the "Employee Opt-Out Form" is available from the Chief Executive.

Having opted out, you can at any time opt back in, after giving the appropriate period of notice as specified on your Opt-Out Form.

Overtime working can only be authorised by the Chief Executive and must be agreed in advance. You will be paid for overtime, or receive time off in lieu if appropriate, as laid out in your individual Contract.

ABSENCE PROCEDURE AND RULES

GENERAL

Employees must ensure that any time off required (other than in the case of sickness) is authorised in advance with an Absence Form being properly completed by the employee and authorised by management.

ABSENCE DUE TO SICKNESS

Employees are required to notify the Company as soon as possible of their sickness absence, and the reasons for it. Notification should be made personally wherever possible, and by no later than 10am.

Please note that personal contact is required at all times when contacting the organisation. The sending of text messages or e-mail will not be accepted as notification. Calls made to the call centre is not acceptable also.

It is essential that employees keep the Company updated on the circumstances of the absence and of its estimated duration.

Where the absence lasts for seven calendar days or fewer, an Absence Form must be completed by the employee immediately upon return to work.

Where the absence lasts for more than seven calendar days a Medical Certificate completed by a medical practitioner must be forwarded to management to cover the

absence. An Absence Form must be completed by the employee on his or her first day back at work.

Every employee who has been absent (other than those authorised in advance) will be interviewed by management immediately upon return to work. The reasons for the employee's absence will be discussed and the completed Absence Form will be considered. Management must decide whether to authorise the absence or not. The onus is on the employee to satisfy management that there was a genuine medical reason for the absence.

Each employee's attendance at work will be monitored so that any unacceptable levels of absenteeism can be examined by management.

ACCESS TO MEDICAL REPORTS

It may be necessary from time to time for the Company to obtain a medical report from an employee's Doctor in order to gather further information about the employee's medical condition and its probable effect on future attendance at work or ability to do the job.

Employees have certain rights under the Access to Medical Reports Act 1988. Should the Company find it necessary to obtain a medical report then the employee will be asked for his or her written consent. At the time of the request for consent being made the employee will be advised of his/her rights under the Act.

STATUTORY RIGHTS TO TIME OFF

Employees have the right to request time off work in the following circumstances:

Time off to carry out Trade Union Duties

An employee who is a trade union official, a shop steward, or union representative elected in accordance with the rules of the union, and who is concerned with industrial relations at work, has the right to request reasonable time off with pay during working hours to carry out trade union duties and to undergo relevant training. The provision applies only to independent trade unions recognised by the employer for collective bargaining purposes or, in Northern Ireland, trade unions subject of an operative Labour Relations Agency recommendation for recognition.

The amount of time off to which the employee is entitled is that which is reasonable in the circumstances.

Time off to take part in Trade Union Activities

An employee has the right to request a reasonable amount of time off without pay to take part in the activities of his or her trade union. The provisions only apply to independent trade unions recognised by the employer for collective bargaining purposes or, in Northern Ireland, trade unions subject of an operative Labour Relations Agency recommendation for recognition.

The amount of time off to which the employee is entitled is that which is reasonable in all the circumstances.

Time off for Public Duties

An employee is entitled to ask for time off work for specified public duties. There is no statutory right to be paid for this time off (although there may be a contractual right). The amount of time off is that which is reasonable in the circumstances.

The public offices which qualify in respect of this provision are as follows:

- Justice of the Peace
- Members of a Local Authority i.e. Local Councillors
- Members of a Statutory Tribunal
- Members of a Police Authority
- Prison Visitors
- Members of health bodies (NHS Trusts, Health Authorities, Health Boards)
- Members of education bodies (managing or governing bodies of local authority educational establishments, grant maintained schools, school councils, self-governing schools, colleges of further education, central institutions)
- Members of the Environmental Agency or the Scottish Environmental Protection Agency

Time off in Redundancy Situations

Employees are entitled to a reasonable amount of time off to look for other work or make arrangements for retraining if they are under notice of dismissal for redundancy.

Employees must have completed two years' continuous employment to qualify for the right.

Time off to receive Ante Natal Care

Pregnant employees are entitled to take reasonable time off with full pay during working hours to receive ante-natal care. The employer may require an employee who wishes to take time off for these purposes to provide medical certification of her pregnancy, and an appointment card, except for the first appointment.

Time off for Safety Representatives

Under the Health and Safety at Work Act 1974 a recognised trade union may appoint, or employees may elect, safety representatives from among the employees. These representatives are entitled to carry out relevant activities during what would otherwise be normal working hours.

AUTHORISED TIME OFF

Jury Service

If you are called on to serve on a jury you will receive an official form from the Procurator Fiscal department which should be passed immediately to the Finance Manager and returned before the start of Jury service. You should also inform your line manager as soon as possible of your expected dates of absence. Jury service will not be counted against any other leave entitlement.

You should claim from the Court for loss of earnings at the maximum daily amount. As soon as your jury service is completed you should also inform the Finance Manager in writing of the number of days served (including half days). Once you receive your expenses from the Court you should advise the Finance Manager of the amount received and the appropriate deduction will then be made, tax free, from your next gross salary entitlement.

Should you fail for any reason to claim for loss of earnings, Lanarkshire Housing Association reserves the right to deduct an amount equivalent to the maximum daily rate from your salary.

If you are not after all required to serve on the jury, you should advise your line manager as soon as you know and attend work as normal.

Bereavement Leave

The Company operates a Bereavement Leave Scheme whereby employees may have leave with pay following the death of immediate or close relatives. Employees will be permitted the following leave:

Immediate Relatives:	Spouse, civil partner, parent or child	Three days
Close Relatives:	Brother, sister, grandparent, parent in law, and any other relative residing in the family household	One day

The Company will grant five days' leave where the employee is responsible for making funeral arrangements for his or her relative.

The Chief Executive/Human Resources & Equality Sub Committee has discretion to award compassionate leave in exceptional circumstances.

TIME OFF TO CARE FOR DEPENDANTS

You will have a statutory right to reasonable unpaid time off work in the following situations:

- If a dependant falls ill, gives birth, or is injured
- To make arrangements for the provision of care for a dependant who is ill or injured
- In consequence of the death of a dependant
- Because of the unexpected disruption or termination of arrangements for the care of a dependant
- To deal with an incident involving your child which occurs whilst the child is at school or similar educational establishment

For this purposes, a dependant is defined as:

- Your wife/husband
- Your child
- Your parent
- Someone who lives in your household who is not your employee, tenant, lodger or boarder

You should give your line manager as much notice as is reasonably possible of the necessity to take leave to care for a dependant, and the likely duration of that leave. It is envisaged that leave in these circumstances is unlikely to exceed 1-2 working days.

LANARKSHIRE HOUSING PAID DOMESTIC LEAVE

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 Human Resources & Equality Sub Committee.

PARENTAL LEAVE

If you are the parent/adoptive parent of a child or have or expect to have parental responsibility for a child, provided you have 1 year's continuous service with the Company, you are entitled to take up to 18 weeks unpaid ordinary parental leave for the purpose of caring for a child, up to the child's 18th birthday.

- Leave will be unpaid.
- No more than four weeks parental leave may be taken in any one calendar year.
- At least 21 days written notice must be given of both your intention to take parental leave, and the length of leave to be taken.
- You must provide evidence of your entitlement to parental leave such as evidence of the child's date of birth and of your parental responsibility.
- The Company reserves the right, in certain circumstances, to postpone parental leave for a period of up to six months.

Certain variations on these conditions may apply if your child is in receipt of Disability Living Allowance. For further details, please see the Chief Executive.

You will have the right to return to the same job as when you left on parental leave, or if that is not reasonably practicable, to a position with terms and conditions no less favourable than before the leave. You will not be subjected to a detriment or dismissed for exercising your entitlement to parental leave.

MOVING HOME

One day's leave with pay will be granted to employees moving home.

EQUALITY

The Company is committed to providing a working environment in which employees are able to realise their full potential and to contribute to business success irrespective

of their race, religion or belief, disability, marriage & civil partnership status, gender, transgender or age. This is a key employment value to which all employees are expected to give their support.

In order to create conditions in which this goal can be realised, the Company is committed to identifying and eliminating discriminatory practices, procedures, and attitudes throughout the organisation. The Company expects employees to support this commitment and to assist in its realisation in all possible ways.

Specifically, the Company aims to ensure that no employee or job applicant is discriminated against, either directly or indirectly, on the grounds of gender, race, colour, nationality, ethnic or racial origins, marital status, religion or belief, disability or age. This commitment applies to all the aspects of employment outlined below:

- Recruitment and selection, including advertisements, job descriptions, interview and selection procedures
- Training
- Promotion and career development opportunities
- Terms and conditions of employment, and access to employment related benefits and facilities
- Grievance handling and the application of disciplinary procedures
- Selection for redundancy

Equality practice is developing constantly as social attitudes and legislation change. The Company will keep its policies under review and will implement changes where these could improve equality of opportunity. This commitment applies to all the employment policies and procedures, not just those specifically connected with equality.

A full copy of the Equality Policy is available from the Chief Executive.

HARASSMENT AT WORK

The Company believes that all employees are entitled to be treated with dignity and respect while at work and when representing the business in any capacity outside of work.

Harassment takes many forms, occurs on a variety of grounds (race, gender, victimisation, disabilities, health, personal beliefs etc.) and may be directed at one or more people. It can be defined as 'unwanted behaviour that a person finds intimidating, upsetting, embarrassing, humiliating or offensive'. It is recognised that it is not the intention of the perpetrator that is the key in deciding whether harassment has occurred but whether the behaviour is unacceptable by normal standards and disadvantageous.

Sexual or racial harassment at work is unlawful and both the Company and the harasser may be held liable.

Intentional racial or sexual harassment is also a criminal offence, punishable by imprisonment or fine.

Harassment can range from relatively subtle forms, like ignoring someone, to actual physical violence. Forms include:

- physical contact
- jokes, offensive language, gossip, slander
- posters, graffiti, obscene gestures
- isolation or non-co-operation and exclusion from social activities
- coercion for sexual favours and pressure to participate in political/religious groups
- intrusion by pestering, spying and stalking

This list is **not** exhaustive; all allegations will be treated speedily, seriously and confidentially.

The Company expects all managers to ensure that the policy and procedure on Harassment at Work is adhered to at all times; all employees are expected to comply. A full copy of the policy is available from the Chief Executive.

How complaints of Discrimination and Harassment will be dealt with

Discrimination and harassment are often complex matters, and there is no single way of dealing with every suspected or alleged instance. In some cases employees may be able to deal satisfactorily with an issue by raising it with his or her immediate manager.

A more formal means of complaint is to utilise the Harassment Procedures set out in the Employee Handbook. Irrespective of how an issue of harassment arises, the Company commits itself to making a thorough attempt to resolve all matters of harassment.

If You Are Accused of Discrimination or Harassment

If you are accused of acting in a discriminatory manner towards a fellow employee, or a job applicant, or if you are accused of harassment, the complaint will be fully investigated. In the course of the investigation you will be given a proper opportunity to rebut the allegation, and provide an explanation of your actions.

If it is concluded that there was no discrimination or harassment this will be the end of the matter. If it is concluded that a false claim has been maliciously made against you, the person or persons responsible may be subject to disciplinary action. If it is concluded that you have acted in a discriminatory manner, or have harassed another employee your manager will consider what action to take. This may range from counselling to formal disciplinary action, including dismissal in serious cases.

TRAINING AND DEVELOPMENT POLICY

INTRODUCTION

The Company recognises the national importance of promoting equal opportunities and is opposed to discrimination in any form, be it direct or indirect. A full copy of the Training Policy is available from the Chief Executive.

GENERAL

The Company positively encourages staff training at all levels as an important factor in career development which will lead to a more effective and efficient service, boost staff morale and benefit the Company.

Training will reflect a structured and constructive approach and will be carried out in order to promote good practice. Training sessions will place no unjustified conditions upon individuals which may prevent them from playing a full part.

TRAINING NEEDS

The Chief Executive/Directors and Managers have an obligation to assess performance, review training requirements and ensure an appropriate training programme is implemented with a view to enhancing the efficiency and effectiveness of the service delivery.

The Finance Manager will take account of the needs of employees at all levels in recommending an overall Training Budget to the Committee on an annual basis.

The priorities will be as follows

- a) meet statutory requirements
- b) promote a higher standard of public service
- c) effective use of new technology
- d) implement improvements in procedures
- e) enhance employees' skills

INTERNAL TRAINING, SEMINARS, SHORT COURSES AND CONFERENCES

Each new member of staff will receive ad-hoc vocational training from a supervising officer which will cover the Internal Management Plan of the Company and specific procedures relating to the individual's job description. Where appropriate this will also involve a tour of the developments.

All staff are encouraged to develop their skills through self learning. This can take a variety of forms such as reading relevant material, attendance at forum meetings, seminars, conferences etc.

Specific internal training events may be arranged on issues such as Health and Safety at work, for which external agencies may be employed within the confines of the overall budget.

Attendance at seminars, conferences or short courses will be subject to the approval of the line manager. If it is desirable for more than one staff member to attend an approved event at the same time, this will require to be approved by the Chief Executive in advance.

FURTHER EDUCATION (DAYBLOCK RELEASE LEADING TO FORMAL QUALIFICATIONS)

In accordance with the assessment of needs the Chief Executive may recommend, or an employee may request, the opportunity of professional training through further education on a day or block release basis.

Day or Block release courses, and other forms of appropriate professional education, leading to a relevant qualification may be granted with the approval of the Human Resources & Equality Sub Committee when it is in the interests of both the Company and the employee(s).

The Company will consider funding and allowing leave of absence for an approved course of study on the conditions noted below, subject to budget approval.

Conditions

Course Fees and Examination Fees - the Company will pay in full the prescribed course fee and exam fees for a duly authorised course of study. This will also apply to subscriptions or any other fees payable to a professional body for the duration of the course of study.

Text Books - the Company will pay a maximum of £100 per academic year (subject to regular review) towards the purchase of essential text books and these will become the property of the Company and be retained in the registered office as part of an information library source. Staff members undergoing further education will normally purchase books and claim reimbursement by providing a receipt to the Finance Manager.

Travel Allowance - the Company will fund the difference between the staff member's travel to work cost and the cost of any additional travel to a further education establishment at a rate equivalent either (i) public transport costs OR (ii) the standard fuel/petrol rate as approved by the Management Committee, whichever is appropriate.

Study Leave - the Company will grant study leave on the basis of one day per exam, plus the day of the exam itself. In the event of exam re-sits due consideration will be given to an additional day's leave at the discretion of the Chief Executive.

Repayment of Fees - the Company specifically expects staff who are undergoing sponsored further education to give a commitment to remain in the employment for at least three years after successful completion of a course.

In the event that a staff member resigns from their employment within or is dismissed for misconduct within a period of three years post qualifying he/she will be required to repay course fees as follows:

date of leaving the Company	repay fees
within 1 year	100%
within 2 years	75%

within 3 years

50%

Further details of the policy on training are available from the Chief Executive on request.

APPRAISALS

Appraisals are carried out annually between November and January depending on your position within the Company. Interim reviews are conducted in August each year. The appraisal scheme is used to assess performance, and to identify training needs. The appraisal process will be explained to you fully by your line manager.

COMMUNICATIONS

POLICY STATEMENT

It is the firm belief that efficiency, high productivity and a harmonious working environment are best achieved where effective communications are established between management and employee. In order to achieve this, systems will be set-up and maintained by managers to facilitate the flow of information throughout the organisation both from management to employees and vice versa.

PROCEDURE

Job Related Information - Managers are responsible for ensuring that their subordinates are provided with all the information they need to perform their duties satisfactorily and safely.

Details of employees' terms and conditions of employment are contained in the following documents:

- offer letter
- terms and conditions statement
- handbook containing Company rules and procedures
- job description (if any)

Management is responsible for keeping these items up-to-date and for distributing amendments and additions when necessary.

Supervisors are responsible for explaining procedures to be followed when operating equipment and machinery, completing documentation etc.

General guidance on health and safety matters will be provided to employees by management. Managers are responsible for supplying information to employees on safe working practices and particular hazards in their own departments.

Any queries employees may have relating to the work they are required to carry out, should be raised with their supervisor or manager.

Wherever practicable, regular departmental meetings will be held to discuss issues connected with the smooth operation of the department. Employees are encouraged

to make suggestions which they believe may assist in improving efficiency and promoting job satisfaction.

COMPANY NEWS

Regular Internal Management Team meetings will be held to discuss the strategy and plans. In turn, managers have a duty to pass on appropriate information to their subordinates in a way most suited to their organisational requirements e.g. general meeting, team briefing, etc. suggestions and comments raised by employees should be fully considered and transmitted to higher authority where appropriate.

Notice boards are placed in strategic positions. These boards will carry relevant information about the activities, promotions and appointments.

PERSONAL USE OF CONTRACTORS/CONSULTANTS

The Association is committed to the highest level of integrity, openness and accountability in line with this commitment it is imperative that staff adhere to procedures governing particular issues such as contractors engaged by staff for personal/private purposes.

It is fully acknowledged that employees have a considerable contribution to make in the development of the Association. The Association in turn will develop policies which meet the requirements by law and the Scottish Housing Regulator as our regulator. It is particularly important in these areas that staff are fully aware of any issues where conflict of interest may arise.

The Association fully encourages 'openness' and has adopted various policies which clarify this procedure including:

- Whistle Blowing
- Code of Conduct 2012
- Payments & Benefit
- Openness & Accountability

Permission To Use Contractors/Consultants

Request for permission to use contractors or consultants from the Association's authorised list will require staff to submit a memo to the Chief Executive or Chairperson for approval.

Applications to be considered subject to:

- staff receiving no benefit in cost or services by way of your position with the Association
- staff are reminded that any personal or professional interest in a contractor or consultant may compromise your professional conduct

- If authorisation for use of contractor/consultant is granted a receipted account must be presented to the Finance Manager as proof of payment within 30 days of receipt of account
- You must ensure that you are not perceived as granting any benefit to the contractor/consultant concerned, therefore, you must have no direct or indirect involvement in the future appointment of the contractor/consultant and must not award any work to this contractor/consultant

MEDIA QUERIES

Any queries received from the media must be passed immediately to management. Employees must not attempt to deal with queries themselves. The Company will endeavour to keep you fully informed of business performance and the decisions that are taken that may affect you. You should ensure that you attend briefing sessions when they are called and read the notice boards regularly. You should also endeavour to read weekly bulletins and Company newsletters as they are issued.

USE OF COMPUTERS AND ASSOCIATED IT

All employees who use the e-mail and internet facilities are obliged to comply with the Communications Policy as detailed in Appendix 1 of the Handbook.

DATA PROTECTION ACT 1998

The Act is designed to protect information (personal data) about living individuals which is stored in computer data format, on microfilm, in audio and video format or in a manual filing system. Information relating to companies is not protected, although if that information also relates to directors or managers then it is protected.

Personal data is information held by a data user relating to a living individual who can be identified from that information.

The data user is the person holding the personal data. Employees are not normally defined as the data user if they remain under the control of the employer.

The Information Commissioner is responsible for policing the Data Protection Act and is under a duty to promote observance of the Data Protection Principles, of which there are eight:

- Personal data shall be obtained and processed, fairly and lawfully
- Personal data shall be held only for one or more specified and lawful purposes
- Personal data held for any purpose or purposes shall not be used or disclosed in any manner incompatible with that purpose or those purposes
- Personal data held for any purpose or purposes shall be adequate, relevant and not excessive in relation to that purpose or those purposes
- Personal data shall be accurate and, where necessary, kept up to date
- Personal data held for any purpose or purposes shall not be kept longer than is necessary for that purpose or those purposes

- An individual shall be entitled - (a) at reasonable intervals and without undue delay and expense to be informed by any data user whether he holds personal data of which that individual is the subject; and to access to any such data held by a data user: and (b) where appropriate, to have such data corrected or erased
- Appropriate security measures shall be taken against unauthorised access to, or alteration, disclosure or destruction of, personal data and against accidental loss or destruction of personal data

Employees with access to or responsibility for processing personal data are required to comply with the principles set out in the Act.

HEALTH AND SAFETY

HEALTH AND SAFETY POLICY STATEMENT

The Company recognises that it has a responsibility to ensure that all reasonable precautions are taken to provide and maintain working conditions that are safe, healthy and comply with all statutory requirements and codes of practice.

The Company will, so far as is reasonably practicable, pay particular attention to:

- The provision and maintenance of plant and systems of work that are safe and healthy
- Arrangements for ensuring safety and absence of risks to health in connection with the use, handling, storage and transport of articles and substances
- The provision of such information, instruction, training and supervision to ensure the health and safety at work of employees and others
- The control of the place of work, maintaining it in a safe condition
- The provision of a safe means of access to and exit from the place of work
- The maintenance of a working environment that is safe, without risks to health and provides adequate facilities and arrangements for welfare at work

It is the policy to take all reasonable steps to protect the Health and Safety of employees, contractors, customers and visitors. To this end every effort will be made to provide the safest and healthiest working conditions.

REPORTING ACCIDENTS/FIRST AID

If you have an accident whilst in the course of carrying out your work, you must report the accident, however small, to a Company First Aider. The names of the Company First Aiders can be found on the notice boards located throughout the Company. You must ensure that details of the Accident are recorded in the Accident Book.

You are required to notify your line manager if you contract or come into contact with a serious infectious disease.

FIRE

You should familiarise yourself with the locations of the fire alarms, fire appliances and fire exits. If you discover a fire:

- Sound the alarm immediately by breaking the glass of the fire alarm and notifying reception
- Attempt to extinguish the fire with an appliance IF YOU HAVE BEEN TRAINED AND ARE CONFIDENT OF DOING SO. DO NOT TAKE ANY PERSONAL RISK
- Follow the evacuation procedure and switch off electrical equipment, close doors and windows and leave the building quickly and quietly and assemble at the designated area. Do not stop to collect personal belongings
- Staff members should offer assistance to any person with a disability to enable them to evacuate the building safely

The fire alarm is tested regularly. Please co-operate with any fire drills and ensure that you are fully aware of the evacuation procedure and designated meeting points.

The Fire Instructions are posted in prominent places throughout the Company. Please make sure that you are familiar with them.

GENERAL RESPONSIBILITIES

Notwithstanding the above, you have a statutory responsibility for your own personal safety and a duty of care to fellow employees and visitors to Company premises.

You are responsible for bringing potential Health and Safety hazards to the attention of your line manager or to the Health and Safety Representative.

Details of the Company Policy and Practices with regard to health and safety are clearly stated in the Health and Safety policy document, which you are required to read and understand. These guidelines must be followed at all times. Blatant disregard towards Health and Safety at work, carelessness, negligence and deliberately, or knowingly breaching a Company rule on Health and Safety will be regarded by the Company as a serious disciplinary offence and may lead to summary dismissal without notice or pay in lieu of notice.

A full copy of the Health and Safety Policy is available from the Health and Safety Administrator.

PERSONAL SAFETY

You have a duty to take reasonable care for the health and safety of yourself and of other persons who may be affected by your actions. Anybody who ignores this requirement will be liable to prosecution should injury occur and automatically be in breach of Company rules.

If you suspect, for whatever reason, that you are not in a fit and healthy state to act safely at work then you must report this to their line manager so that the correct course of action can be followed. Similarly, if your line manager feels that you are unfit, he/she will discuss it with you. This is in your interests and the interests of your colleagues.

You are referred to the Health & Safety policy and are reminded that you must comply with it at all times. Failure to do so may result in disciplinary action being taken against you up to and including dismissal.

PUBLIC INTEREST DISCLOSURE

The Company is fully aware of its obligations under the Public Interest Disclosure Act and is committed to meeting those obligations. In the event that you feel that you have a matter to be disclosed that would come under the ambit of the Act, then this should immediately be reported to the Chief Executive or a Committee Member.

A full copy of the Whistleblowing Policy is available from the Chief Executive.

ALCOHOL AND DRUGS

The Company endeavours to ensure that employee's use of either alcohol or drugs does not impair the safe and efficient running of the Company or the health of its employees.

The aims of the Policy are as follows:-

- To alert employees to the dangers of heavy or excessive use of alcohol/drugs to promote a change of attitude towards alcohol/drug abuse
- To offer encouragement and assistance to employees, who suspect or know they have an alcohol/drug related problem
- Where, in the course of invoking the disciplinary procedures is suspected or known that the employee's misdemeanour is due to an alcohol/drug related problem, to offer to refer the employee to an appropriate agency for diagnosis and, if necessary, treatment

A full copy of the Alcohol/Drug Related Policy is available from the Chief Executive.

SMOKING

The Company does not allow smoking on the premises or in company vehicles. Passive smoking may affect the health of your colleagues. The Company has a duty to protect its employees and to provide a safe working environment.

Smoking, includes the use of electronic cigarettes (e-cigarettes) or electronic nicotine delivery systems (ENDS).

The Company reserves the right to amend its smoking policy at any time.

PERSONAL RELATIONSHIPS AT WORK

Lanarkshire Housing Association does not wish to interfere in the personal or domestic lives of its Committee or Staff. It also recognises that strong personal relationships and friendships start and grow from working relationships, and that many couples meet through their jobs, and the associated networks. However, it has been recognised that over familiarity between Committee and Staff can be detrimental to an organisation. A policy on Personal Relationships at Work is available from the Chief Executive for dealing with any potential problems in this area.

PAYMENTS & BENEFITS POLICY

A full copy of the policy is available from the Chief Executive.

Revised August 2017

CONFLICTS OF INTERESTS

The Company requires all staff disclose on a Staff Declaration Form any interest, which could lead to the conclusion that there is a conflict of interest in terms and conditions of employment.

All employees will be required to make an annual disclosure of interest, relevant to the business of the Company, in any business trading for profit in which they or a close relative of theirs is either one of the principal proprietors or is directly concerned with management.

BUSINESS GIFTS

As a general policy the Company does not believe that giving and receiving gifts is appropriate to the efficient conduct of its business.

Receipt of gifts

Any employee who is given a gift of any sort by a business contact (e.g. customer, supplier etc. actual or potential) must disclose the fact of the gift and its nature to his or her immediate superior.

If the Company decides that the gift might constitute a bribe or other inducement, the employee will be required to give the gift to his or her manager, who will return it to the donor with a suitable covering letter.

In other instances, the employee will be required to return the gift to the donor with a polite note explaining the policy.

In exceptional cases, for example, where the Company decides that the gift was made as a token of the donor's gratitude for a service carried out to very high standards, the recipient will be allowed to retain the gift.

Promotional gifts such as stationery, which are not of significant value, are exempt from this policy and need not be disclosed. However, employees are reminded that, since such gifts are sent only to a limited number of employees, they should be distributed to other members of staff where appropriate.

Failure to disclose gifts will constitute a disciplinary offence which will be handled in accordance with the formal disciplinary procedure. If the gift in question was of significant value and, for example, the recipient is in a position to influence business dealings with the donor, the offence will be treated as gross misconduct.

Giving gifts

While it is not Company policy to offer gifts to suppliers, customers etc., the Company recognises that, on occasions this may be necessary - for example, when someone carries out work on a voluntary basis or for a nominal fee.

Equally, it may be decided that a gift would be appropriate if a service has been carried out in an exceptional manner.

In such a case, employees should put a request in writing to their manager stating:

- who the gift is for
- why it should be given
- the nature of the gift
- its approximate value

If the request is approved, the manager must arrange to purchase the gift and arrange for its despatch where necessary.

Employees who send gifts which have not been approved in accordance with this procedure will not be reimbursed for the cost of the gift. Further, such action may, depending on the circumstances, be treated as a disciplinary offence which will be dealt with under the formal disciplinary procedure.

REDUNDANCY POLICY

It is the intention to develop and expand its business and to provide security of employment for its employees. However, circumstances may arise when changes in the market, technology, organisational requirements, and similar, will lead to the need for reductions in staff.

Where a redundancy situation arises, consideration will be given to alternative options, including:

- Imposing a restriction on recruitment
- Restricting the use of temporary and casual employees
- Reducing the amount of overtime working in the organisation
- The implementation of temporary lay off or short time working where this is appropriate
- Considering applications for voluntary redundancy

Where, after consideration of these and any other alternatives, management considers that the need for redundancies still remains, consultation will take place.

Selection for redundancy will be based on the following criteria:-

- Flexibility
- Capability
- Conduct
- Attendance
- Service length

These criteria may be differently weighted depending on the circumstances, but will be assessed in an objective manner.

The above criteria are subject to the requirement to retain specific knowledge, skills, and a balanced workforce at all times.

COMPANY PROPERTY

You should not leave any company valuable unattended in your vehicle. Such items and particularly laptop computers should be stored out of sight, preferably secured in the boot of a vehicle whilst in transit. Items of significant value are covered by the insurance policy.

You may, from time to time and with the written permission of your line manager, remove files in order to work from home. These must be returned the next day un-tampered and not copied. Breaches of this policy will result in disciplinary action.

MOBILE TELEPHONES

The Company recognise there is a requirement for staff to be provided with a mobile phone as part of Personal Protective Equipment for emergency contact purposes. However, it is anticipated staff may use mobile phones during the course of their daily duties and for other circumstances. It is recognised that staff are not required to use a mobile phone with the exception of staff on the emergency call out rota.

Where there is a requirement for staff to use a mobile phone as part of their duties such as staff on the Emergency Out of Hours Service Rota, it is anticipated the use of the mobile phone not to be extensive. The following information is for guidance in the use of mobile phones.

Health: All employees should ensure they read and understand the guidance on using mobile phones when driving from www.gov.uk. This guidance will be provided as part of the Company's induction process.

Safety: **NEVER USE A MOBILE PHONE WHEN DRIVING A CAR**

Particular attention is called to the need for extra security for mobile telephones. When not in use, they must be securely locked away. Under no circumstances should they be left in an unattended vehicle (even if locked), as this would invalidate the insurance.

Company mobile phones are provided for company use only, but may be used for reasonable personal calls on occasion. The Company reserves the right to require employees to repay, or to deduct from employees' wages the cost of any personal calls. However, this will not normally be done where use does not exceed reasonable private use.

If a Company phone is lost, stolen or damaged as a result of an employee's negligence, the Company may require the employee to repay the cost of the phone or deduct this amount from the employee's wages.

Failure to comply with these rules may lead to disciplinary action. You will also be called upon to indemnify the Company for any loss or liability it incurs as a result of your failure to abide by these rules. The Company will accept no liability for criminal prosecutions, fines (whether fixed-penalty or otherwise) or other sanction imposed on the employee as a result of a breach of these rules.

OFFICE MANAGEMENT

The Company wishes to present itself as a professional organisation. To help achieve this, we ask that your office space be kept in a neat and tidy condition. You should ensure that your desk is cleared at the end of the working day in as far as practicable.

PERSONAL PROPERTY

The Company cannot accept responsibility for the loss of, or damage to, personal property brought to your workplace. This would include such items as clothing, vehicles or accessories.

Your personal possessions are your responsibility whilst working either on a Company or customer site. If these are lost or stolen, the Company cannot accept any liability.

Possessions within a Company vehicle are not covered by the insurance and are, therefore, left in a vehicle entirely at your own risk.

RIGHT OF SEARCH

The Company may request a voluntary search of company property such as car, locker or desk. Failure to give permission for a search of your bag, pockets or personal possessions may be taken as evidence of culpability.

You may request the presence of a work colleague at the time of the search, which will only be carried out by a duly authorised person in the presence of a witness.

The Company reserves the right to search your work station without prior notice to you where it has reasonable grounds to suspect you have committed a criminal offence or a breach of contract or any of its rules.

OPERATING PROCEDURES

You will observe and comply with the operating practices and procedures laid down and directions given by the Company from time to time governing the work assigned to you.

EMPLOYEE PERSONAL DETAILS

You will be expected to provide the Company with your name, address, telephone number and other contact details, and details of your next of kin. You must notify the Company immediately if any of these details have changed.

The Company will only process this data as necessary for the purposes of your employment, and will only disclose it to third parties where this is required for the proper conduct of the business.

TELEPHONES AND TELEPHONE CALLS

Employees should not make personal telephone calls whilst at work. A limited amount of personal use outwith working hours (e.g. lunch breaks) is allowed for your domestic circumstances with the permission of your line manager.

Telephone calls for employees can only be taken in cases of emergency and messages that warrant attention will be passed on.

Personal mobile phones should be switched off during work hours.

CHANGES AND ADDITIONAL COMPANY RULES

Any changes or additions to the Company rules and procedures as set out in this document will be notified to you in writing, following an appropriate period of consultation where major changes are proposed.

APPENDIX 1 COMMUNICATIONS POLICY