

#oneteam



accountable

firm but fair

open and honest

versatile

at home with...



COLLEAGUE HANDBOOK

Welcome to Fife Housing Group

I would like to take this opportunity to welcome you to Fife Housing Group and ensure we make communications with colleagues as effective as possible. This aim is shared by our Board of Management, which is both our governing body and employer. This Colleague Handbook brings together a whole range of information you will find useful as an employee of Fife Housing Group. This includes major policies and procedures relating to your employment and day to day working.

It means you know that we are applying employment practice fairly and equitably and complying with our legal, statutory and organisational requirements.

Our environment is fast changing and it is important that Fife Housing Group remains agile but that we ensure you have all the relevant information you need to enable you to carry out your role to the highest standard.

We have tried to make this handbook as comprehensive as possible. However, it will not cover every situation which may arise. The policies in here supersede information in any previous handbooks and policies may also be varied, amended or withdrawn at the Group's discretion.

The provisions in the handbook do not establish terms and should not be construed as contractual provisions. It should not, therefore, be considered a contract of employment.

If you have any questions about the Colleague Handbook, please contact your line manager or our Director of Operations.

Nicki Donaldson
Chief Executive



THE GROUP

OUR VISION
Your home....Our Priority

Our Values

We have selected **four Values**, which we believe are the foundations of the culture we want for the future.

When these values are demonstrated consistently through everyone's behaviour, we will have a culture we can all be proud of and that is our aim.

OUR VALUES

- ACCOUNTABLE
- FIRM BUT FAIR
- OPEN AND HONEST
- VERSATILE

We have a list of behaviours that underpin our Values, they can be found here:
<I:\Colleague Documents\Values Leaflet A4.pdf>

ISSUE, REVIEW AND UPDATING RESPONSIBILITIES

The Colleague Handbook is available on our HR and Payroll platform Cascade and in addition on our information drive I:\ on our ICT platform.

It is designed as a guide to help apply employment practices fairly and equitably across the Group and to ensure that the Group complies with legal, statutory and organisational requirements.

Unless otherwise stated, the Director of Operations is responsible for the continuous review of the policies and procedures held within the Colleague Handbook and for recommending any changes to the Board. The Human Resources Manager is also responsible for the day-to-day implementation and interpretation of the policies.

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RECRUITMENT AND IMMIGRATION

Under U.K. immigration rules, it is a criminal offence to employ a person who is not entitled to work in the United Kingdom, therefore, before employing any candidate, it is essential to ensure they have the right to work here.

Verification of the Right to Work

Employers have a defence if they have checked, before the candidate starts work that the candidate is in possession of at least one of the range of documents verifying their right to work in the U.K. The following documents are acceptable on their own:

- a passport confirming that the candidate is a British citizen; or
- a passport or identity card of a European Economic Area (EEA) national.

Alternatively employers can request candidates to produce certain combinations of two documents, for example:

- a document giving the candidate's permanent National Insurance number and
- a full U.K. birth certificate

or

- a work permit
- a passport confirming the candidate has the right to stay in the U.K. and work.

The Group requires to ensure that the verifying documents are originals and that they appear to relate to the candidate. The Group is required to retain a copy of any of the documents it inspects.

POLICY AND PROCEDURE

1. Introduction

The Group seeks to recruit the best candidates for appointments approved by our Chief Executive under delegated authority or our Board of Management for our Business Leadership Team/Chief Executive appointments. We conduct our business following the spirit and the intent of equal opportunities legislation and strive to maintain a diverse workforce. We encourage excellence at all levels in our organisation and are not influenced by age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality ethnic or national origins and citizenship), religion/belief, sex and sexual orientation nor any other factor irrelevant to achieving successfully and performing our jobs.

2. Purpose

This statement is the Group's Policy in regard to recruitment and selection, to encourage good practice and equal opportunities to which all colleagues are required to adhere to. In the recruitment process the aims of the Group are:

- to attract comprehensive applications from a sufficient number of candidates with appropriate skills, qualifications and experience for consideration for employment with the Group;
- to ensure that recruitment procedures are clear and adhered to by all colleagues and board members involved in any recruitment and selection processes; and
- to develop an excellent workforce committed to the aims, values and service delivery requirements of the Group.

3. General Guidelines

In recruiting for newly created or vacant posts, the Group will ensure that it complies with legislative requirements as an employer in relation to employment rights and equal opportunities.

4. Equal Opportunities

Equal Opportunities are aimed at removing barriers to access and opportunity, with positive results for individuals and the Group. Equal Opportunities refer to equality in recruitment, promotion, training or transfer and terms and conditions of employment. In seeking suitable candidates for new or vacant posts, the Group will not discriminate on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality ethnic or national origins and citizenship), religion/belief, sex and sexual orientation nor any other factor irrelevant to the ability to carry out the role.

It is the Group's goal that all recruitment decisions will be based completely on the merits and abilities of candidates alone and no other criteria will be used. In

order to achieve this, equality and diversity practices will be integrated into every stage of the recruitment and selection process.

A fair recruitment process will seek to remove barriers where possible to the employment of people from different backgrounds. This will enable the organisation in recruiting from the widest pool of talent, potentially raising the standard of their intake and, therefore, increasing the opportunity of a more diverse workforce which reflects the community it is serving. A more diverse workforce should improve the organisation's service delivery, as it will include colleagues with more knowledge and experience around meeting the needs and aspirations of service users and potential service users.

To highlight the Group's commitment to promoting equality and diversity from the beginning of the employment relationship, all vacancies will be aimed at as wide a group as possible (except for occasions when vacancies are advertised internally only). The information contained in the advert and all vacancy literature will be clear and accurate to attract the most appropriate candidates from all groups across society, to allow them to decide their own suitability for the vacancy and whether they wish to proceed with applying. For those who wish to apply, the Group will ensure that all applications will have clear instructions for completion and application forms will be free from personal questions that are not relevant to the vacancy and that may lead to discrimination.

5. Exit Interviews

The Human Resources Manager or Director of Operations will offer and conduct exit interviews personally with any permanent colleague who has tendered their resignation. This is to identify why an individual wishes to leave, to receive insight into the role that has been performed and to thank the individual for their contribution to the Group.

6. Job Analysis and Advertising

When recruiting for new or vacant posts, the Group will conduct a job analysis, often carried out by the Operational Leader in liaison with the Human Resources Manager, Business Leader and/or Board of Management. This involves assessing whether or not the post has to be filled and how it could be filled, what would be the adverse effects of not filling or if the work could be distributed amongst existing colleagues.

If decided that the post should be filled, the Human Resources team will provide assistance with the creation of a suitable job description, person specification in conjunction with the line manager. The advert will be created and appropriately advertised either internally, externally or both.

All colleagues will be notified of permanent and long term temporary vacancies, including colleagues on sick leave and maternity/adoption leave through Workplace.

7. Permanent Recruitment

If it is deemed necessary to recruit another colleague or fill a vacant post permanently, a new or updated job description and person specification will be compiled by the relevant manager with assistance from the Human Resources Manager. The position will be advertised internally, externally or both through the most appropriate forums, demonstrating our commitment to equal opportunities.

There may be exceptions to this where candidates are internally recruited only. Exceptions may include cases where we have enough internal candidates with the relative skills required or cases of restructuring or redundancy where it may be appropriate to appoint candidates into posts without advertising the vacancy.

8. Temporary Recruitment

Short term appointments of less than a year, e.g. maternity cover, may be advertised internally and filled by internal colleagues, where appropriate to do so, or by candidates engaged from employment agencies.

9. Recruitment Information to Candidates

All candidates will receive an information pack which will include a job description, a person specification, GDPR privacy statement, a summary statement of conditions together with an application form and equal opportunities monitoring form.

Successful candidates to new and vacant posts will be selected on merit through shortlisting, interview and/or testing, as appropriate, in accordance with the person specification and our standard short listing and interview assessment forms.

As part of the recruitment information a total reward package will be calculated and detailed in any advertisement.

Colleagues will be provided with the total reward package on an annual basis at the same time as salary increases are provided.

10. Short-listing

An interview panel will carry out the recruitment process for each vacant or new post. This panel will include the Chief Executive, the Chair and another board member when recruiting for a Business Leader along with a member of the Human Resources Team.

Wherever possible, at least one panel member must possess skills and experience most closely related to the post for which candidates are to be shortlisted and interviewed. The panel members who shortlist will also participate as interviewers to ensure consistency in recruitment.

Essential criteria will be applied in the first instance to shortlist candidates. However, desirable criteria will be applied, where appropriate after essential criteria, in order to reduce fairly the number of candidates called for interview.

Each panel member must complete a shortlisting assessment form appropriately for each applicant. If a panel member recognises that a candidate is known to him or her, they should declare this interest and may, if appropriate, exclude themselves from the panel if the person is to be shortlisted. Except in cases of internal recruitment, where it will be much easier to identify candidates or where a declaration of interest has been recorded.

Candidates invited to interview and unsuccessful candidates will be informed simultaneously of the result of their application. Unsuccessful candidates may be offered the opportunity for feedback on their applications.

11. Modern Apprenticeships

Candidates for modern apprenticeships will also be required to submit application documents, which will be subject to fair shortlisting procedures. Successful shortlisted candidates will be invited to attend an interview and the most successful individual(s) will be selected.

12. References

References will be sought after an offer of employment has been accepted. Reference requests will be made to the most current/recent employer/academic/voluntary or good character referee contact, which must not be related to the candidate. If a referee happens to be a panel member then the candidate may be asked to provide an alternative referee.

13. Interview

The interviewing panel should reflect the same membership as the shortlisting panel and only individuals who have received interviewing skills training should be able to participate.

Any requested, appropriate information which has been provided by the Group to an interviewee will be made available to all other candidates invited to interview.

14. Assessment

Panel members must complete interview assessment documentation appropriately, based on evidence for each candidate. Where candidates are judged to be equal, they may be called back for a second interview. Panel members must state and document justifiable reasons for the rejection of each unsuccessful interviewee.

15. Job Offer

Once the interview panel has made a decision, a conditional offer will be issued to the successful interviewee subject to:

- the receipt of satisfactory references;
- original qualification certificates;
- proof of eligibility to work in the EU; and
- satisfactory PVG membership/Disclosure Scotland checks where appropriate.

Appointment will normally be made at the starting point of the salary scale; except where circumstances following due consideration to the candidate's skills, experience and present and future circumstance have been reviewed by a member of the Business Leadership Team, we may place a candidate on the second point in the grade scale. The initial offer can be verbal and followed up in writing. A probationary period will be included for all colleagues for a period of six months. The Group reserves the right to extend probationary period where required up to a maximum of 12 months. The terms of a written contract of employment will be confirmed and issued subsequently once the aforementioned conditions have been satisfied.

If the job offer is declined, if agreed by the interview panel, the second highest scoring suitable candidate may be offered the post subsequently. If there is not a suitable reserve candidate, the recruitment process should be revised and a re-run of the whole recruitment process should be considered.

There may be occasions when the details of the candidate in second place are held on file for the period of six months. On occasions where a post becomes vacant the panel may return to the previously interviewed candidates to seek a suitable post holder before re-running a whole recruitment process.

Once the job offer has been accepted, the interview outcome notifications are issued to unsuccessful interviewees. It is the intention of the Group, where possible, to inform candidates of the outcome of the interview within a few days of the interview having taken place.

16. Feedback

All interviewees will be advised of the outcome of their interviews by telephone, email or letter and constructive feedback on their performance can also be made available to them if requested.

17. Equal Opportunities Monitoring

As part of the Group's recruitment process, equal opportunities monitoring will be undertaken and reported to the Business Leadership Team periodically.

18. Records

Application forms and recruitment documentation will be stored confidentially for a maximum of 12 months and then destroyed.

Any Protection of Vulnerable Groups and Criminal Records Checks (PVG) membership records/Disclosure Scotland Checks undertaken must be stored in accordance with the Storage and Safe Handling of Disclosure Checks Retention Policy.

19. Employee File

The successful candidate's recruitment documentation will be retained in our HR Software Package (Cascade) and in our confidential HR drive.

20. Failure to Recruit

Should the full recruitment and selection procedure fail to recruit a suitable candidate, reasons for this should be identified and considered, appropriate alterations made and recruitment should be rerun where appropriate to do so.

21. Complaints

If a complaint is received about any stage of the recruitment process, it should be resolved promptly in the first instance and verbally where appropriate to do so. If the complainant wishes to further pursue the matter, they should be advised to put the complaint into writing and address it to the Chief Executive who will investigate the matter and liaise further with the complainant and recruitment panel.

INDUCTION POLICY STATEMENT

1. Introduction

The Group has a robust induction process covering a period of six months and is reviewed regularly with the line manager and new recruit. Completed induction booklets are held on Cascade.

2. Aims of induction

It is the aim of the Group to ensure that colleague induction is dealt with in an organised and consistent manner to enable colleagues to be introduced into a new post and working environment quickly. This is achieved through:

- explaining the principal goals and functions of the Group;
- helping them understand their part in the working of the whole Group; and
- ensuring that they have a clear understanding of their job as defined in their job description and how they are going to carry out their duties.

The Group operates a six month induction period collated through our HR Software system (Cascade).

3. Responsibility for Induction

The Human Resources Manager is responsible for maintaining and updating the Induction Policy and process.

The line manager is responsible for carrying out the induction process.

COLLEAGUE APPRAISAL

1. Policy

Colleague Appraisals are held three times per year. At the beginning of the financial year objectives will be set, a mid-year review is carried out around October and an end-of-year review of the appraisal takes place in March.

2. Procedure

Formal colleague appraisals are carried out to:

- ensure that overall performance is discussed;
- establish a programme to meet employee's development needs;
- provide an opportunity to improve performance;
- provide a written record of performance.

The Human Resources Manager will co-ordinate the procedure and issue forms and guidelines to all line managers.

The line manager is responsible for carrying out their team's colleague appraisals. The colleague will be asked to prepare for these meetings in advance. During the meetings the line manager will discuss the overall performance and development needs and aspirations with the colleague. Colleagues will be asked to comment and contribute to the discussion.

Objectives for the following year will be discussed and agreed during the end of year appraisal.

The form must be signed by the colleague and the line manager.

Forms must be uploaded to Cascade throughout the process.

EMPLOYEE FILES

1. Policy

The Group will keep up to date records of all employees and keep these records confidential and secure. Records will be kept on the HR software package Cascade and within the HR system on the network drive.

2. Procedure

Colleagues are responsible for updating and ensuring records held on Cascade are accurate and up to date. The Human Resources department will regularly review the data and remind colleagues of their obligations in line with GDPR.

HOLIDAY ENTITLEMENT

1. The holiday year runs from 1 January to 31 December. The standard annual leave entitlement is 32 days for full-time colleagues.
2. Annual leave entitlement for colleagues who start or leave part way through the year will be calculated based on the total number of months worked in the relevant leave year. When a colleague starts or leaves part-way through the month, their leave entitlement will include a pro-rata entitlement for the number of days worked in that month.
3. Part time colleagues are entitled to a proportion of annual leave corresponding with the ratio of their contracted hours compared with the full time hours.
4. To book leave, please refer to our Cascade system.
5. You will receive your whole entitlement on 1 January on the assumption that your employment will continue for the whole annual leave year. If you join after 1 January, we will credit you with a percentage of the entitlement on the assumption that your employment will continue for the rest of the annual leave year.
6. If you stop working for us during the year, we will work out your annual leave entitlement, again based on the period of the annual leave year which you have actually worked.
 - a) If, on the termination of your employment, you have taken more annual leave than your pro-rata entitlement at that point in the leave year, we will deduct the excess holidays from your final pay.
 - b) If, on the termination of your employment, you have taken less annual leave than your pro-rata entitlement at that point in the leave year, we will pay you for the untaken days' leave when you leave the organisation, if you are not able to take the leave before you stop working for us.
7. If long-term sickness prevents you from taking the minimum 28 days of combined annual leave and public holidays, we will carry the balance forward to the next annual leave year. However, you must take at least 28 days in any leave year. Only in extenuating circumstances may more than five days be carried forward and then only with the prior approval of the relevant Business Leader.
8. If you are off on long-term sick leave, we reserve the right to reduce your annual leave pay to the statutory minimum entitlement of 28 days dependent on the length of time you have missed work during the holiday year.
9. As well as annual leave, the following eight public holidays will apply to all colleagues, unless their contract stipulates otherwise.
 - 25, 26 and 27 December;
 - 1, 2 and 3 January; and

- Good Friday and Easter Monday.
10. The Group reserves the right to amend the dates of the public holidays observed by the Group and colleagues will be notified at the start of the holiday year of these dates. For colleagues who observe certain other religious holidays, they must request time off well in advance and shall require to use annual leave entitlement to cover such time off. The Group will consider all requests on an individual basis, sensitively and from a practical business point of view.
 11. Part time colleagues will receive a proportion of the public/general holidays.
 12. Colleagues who take unauthorised annual leave will be subject to disciplinary action.
 13. Colleagues who are absent from work because of sickness immediately prior to a period of authorised annual leave, and whose incapacity extends into the authorised annual leave period, will be permitted to delay the period of annual leave until a later time upon submission of a medical certificate completed by a medical practitioner. Colleagues taking advantage of this facility are required to submit a further annual leave request in respect of the new period of annual leave.
 14. Due to the needs of the business, management reserves the right to limit the number of colleagues who may be permitted to take holiday at any one time. The granting of all holiday requests will be subject to adequate cover being available in each department and the overall business needs of the Group being met.
 15. The Group recognises public/general holidays at Christmas, New Year and Easter. Where colleagues are, as part of their contract of employment, required to work a public holiday, they will have the appropriate number of days' leave added to their annual leave entitlement. There is no additional payment made in respect of public holiday worked.
 16. For colleagues who are not contractually required to work on a public holiday, where a public holiday falls on a Saturday or a Sunday, alternative dates will be submitted for these. Colleagues will be advised of these as early as possible.
 17. Only in exceptional circumstances and on approval from the relevant Business Leader, are you entitled to use any days from next year's allowance and only to a maximum of five days.

SICKNESS BENEFIT SCHEME

All colleagues can benefit from this scheme as long as their absence from work is due to their own sickness or injury. However, the scheme will not apply if:

- you go off sick while taking part in a stoppage of work due to a trade dispute at your place of work;
- you go off sick whilst on maternity leave or paternity leave or shared parental leave;
- on the first day of sickness you have already used up your sickness allowance entitlement in the previous 12 months; or
- the sickness or injury arises out of or in the course of following another occupation or sport as a profession.

You must also not take any other paid work while receiving sickness allowance. You may ask for unpaid leave and we will consider if we are able to accommodate this. However, if you do not tell us about other paid work undertaken whilst in receipt of sickness allowance, we may take disciplinary action, which may lead to your dismissal.

In cases of self-isolation relating to a pandemic the Group will pay sickness benefit where evidence of the requirement to self-isolate is provided by the colleague. This absence will not be counted toward the absence trigger points.

1. Scale of Allowances

In any rolling period of 52 weeks, we will pay a sickness allowance in line with the following scale:

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

Statutory Sick Pay (SSP) is quite different to the sickness allowances mentioned here. The scale of entitlement to SSP is published by the Government and normally changes at the beginning of each tax year. If you are not entitled to SSP, we will tell you by sending you the appropriate government form. It is then your responsibility to claim any other State Benefit which you may be entitled to.

2. Working out Sickness Allowances

Your allowance is worked out based on your current rate of basic pay (see below). We refer to this as your “normal pay”.

The full allowance, referred to above, equals your normal pay, and will be

deemed to include any Statutory Sick Pay (SSP) which you may be entitled to.

The half allowance referred to above, equals half your normal pay plus SSP (if you have any left). However, you cannot receive more than your normal full pay. In working out the level and period of allowance still due, we will review the previous 12 months before the start of your current sick leave. We will add up all periods of sick leave. We will then take this from the full allowance entitlement first and then any balance from the half allowance entitlement. Anything left will be what you are still entitled to.

We will pay you the sickness allowance according to your basic contractual hours (not including overtime).

For the purposes of working out SSP, qualifying days are treated as Sunday to Saturday. Before paying SSP you must be unable to work for at least the first four days in a row of a spell of sickness.

If you cannot come into work as a result of coming into contact with a notifiable infectious disease, that is reportable to RIDDOR in line with the Health and Safety at Work Act, you should tell us. If you return to work on a phased basis, we will only pay the salary for the hours and days actually worked. The days and hours that you are still off sick may entitle you to SSP and the sickness allowance you are eligible for and this will be taken off your entitlement. Or, you may be permitted to take it from your annual leave, time off in lieu or unpaid leave instead.

We work out your sickness allowance using your basic pay. We will only consider factoring in overtime if this is stated in your employment contract.

3. Unpaid Sickness

We will tell you in writing when your period of sickness allowance is going to end. After this, you will not receive any pay from us for any period of sickness in the balance of the twelve month rolling period (SSP may still be due to certain employees).

4. Absence Due to an Underlying Medical Condition

We will manage all periods of sickness sympathetically and we will take appropriate steps to maintain awareness of your condition and likelihood of your return to work. We may also ask for a medical opinion and we expect you to consent to a medical assessment if requested. We would tell you about this and you will be given a copy of the report.

If you are off on long term sick leave:

- we will keep your absence under review;
- make all necessary enquiries from you and your doctor or the independent medical examiner (or both);
- consider whether you are a disabled person under the Equality Act and, if so,

whether there are any adjustments we might reasonably make to facilitate your return to work;

- consult you before we make a decision; and
- consider the nature of your job, the nature, effect and length of illness, the size of the company, and our ability to offer other suitable work, where necessary.

Where phased returns have been agreed, the Group will pay for any phased hours lost for a period of a maximum of four weeks. Thereafter, we would expect colleagues to use annual leave to cover the deficit of hours lost.

However, if there is little reasonable prospect of a return to your post in the foreseeable future and redeployment is not possible or reasonable in the circumstances, we may dismiss you on capability grounds.

5. Sickness During Annual Leave or a Public Holiday

If during an authorised period of annual leave you fall ill, and you produce an appropriate fit note, we may count the period as sick leave and not as annual leave. You must inform your manager when the sickness begins and hand the fit note to your manager on the first day of your return to work or earlier if possible.

If there is a public holiday during your period of sickness, you will receive full contractual payment for that day and we will not deduct that day from your current entitlement under the sickness allowance scheme. We will treat it as holiday.

The rules of the Group's sickness allowance scheme do not imply that termination of employment may not take place prior to the payment of Group's sickness allowance being exhausted.

The Group reserves the right to withhold sickness allowance where an employee is under notice of termination of employment, unless the full sickness is covered by a medical certificate, issued by a medical practitioner. In other cases, the Group reserves the right to require you to provide a medical certificate for any period of absence exceeding five working days, and may withhold sickness allowance in the absence of such certification: failure to produce such certification may lead to the absence being treated as unauthorised absence, which may give rise to disciplinary action.

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

MATERNITY LEAVE

1. General

If you are pregnant, you will be entitled to 52 weeks of continuous maternity leave (26 weeks' continuous Ordinary Maternity Leave and 26 weeks' continuous Additional Maternity Leave).

If you have completed one year's service with the Group by the end of the 15th week before you expect to give birth (the Qualifying Week), you will be eligible for the maternity pay described below, subject to the conditions explained.

You are also entitled to paid time off during working hours to receive antenatal care as long as you can produce an appointment card for all antenatal visits (after the first one).

The benefits of leave and pay as outlined in this section will not apply if a pregnancy ends before the Qualifying Week unless you give birth and the baby survives. However, if there is a stillbirth after the 24th week of pregnancy, we will provide the benefits of pay and leave the same as for a live birth.

2. Your Notice to Us

You should tell your line manager as soon as possible if you plan to take maternity leave. You must do so in writing no later than by the end of the Qualifying Week (or as soon as is reasonably possible). This should state:

- a) the fact you are pregnant;
- b) your expected week of confinement (EWC) (or actual date of birth if it has already happened); and
- c) the date you want your leave to begin.

You should also enclose a copy of your maternity certificate (MAT B1) as soon as your midwife/doctor gives it to you.

You can change your mind about the start of your maternity leave (as long as the proposed start date is no sooner than one week before the EWC. If you do, let your line manager know in writing, at least 28 days before the new date.

3. Our notice to you

The Human Resources Manager will give you notice in writing about the date your maternity leave will end. This will be the first day after the 52 weeks from the start of your maternity leave. We will do this within 28 days from receiving your notice about the date you plan to start your leave (or, if you change that date, 28 days before the new date or as soon as reasonably possible).

4. Maternity Leave

Maternity leave can begin at any time you want from 11 weeks before the EWC. It will, however, automatically begin when you give birth and you need to let us know as soon as you can about this. If you are off work for any reason totally or partly related to your pregnancy or childbirth within four weeks of the EWC, this will automatically trigger the start of your Ordinary Maternity Leave.

The Ordinary Maternity Leave continues for 26 weeks. You are not allowed to work during the first two weeks starting from the date you give birth.

Your statutory right to Additional Maternity Leave will begin immediately after the Ordinary Maternity Leave and can continue for a further 26 weeks.

5. Returning to Work

You will return to work at the end of your maternity leave. We will have given you this date in writing as mentioned above. If you want to return sooner, you must give at least eight weeks' written notice. If you don't, it will delay your return date and you will not be paid during the period you do not work. You cannot return to work later than the end of the 52-week leave period. If you do not automatically return at the end of the 52-week leave period, we will treat this as an unauthorised absence.

If you return at the end of your Ordinary Maternity Leave, you will return to the same job. If you decide to take Additional Maternity Leave and it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job. Your terms and conditions will be no less favourable than would have applied had you not been away, including the quality of working environment.

If you are on Additional Maternity Leave, you can apply to make a phased return to work on reduced hours and pro-rata pay. You should apply to your line manager at least eight weeks before the proposed date of return. The phased return can last for up to four weeks and you must work at least 50% of your contracted working hours each week.

If you were full time and you ask to work on a permanent part-time basis, or in a job-share arrangement, we will consider this in good faith having regard to the business needs of the Group. You should make your request by following the flexible working request procedure.

6. Contact During Maternity Leave

During your maternity leave we may contact you (as long as this is reasonable) and you can contact us. Before your maternity leave begins, we will agree with you the frequency and form of contact and also what subjects should be discussed. In all cases, we will keep in touch with you about any promotion opportunities and important changes to the workplace that may affect you when you return.

7. Keeping-in-touch Days (KIT)

If we agree, you may work up to 10 days under your contract of employment during your maternity leave, without losing your right to the maternity leave or pay. The 10 days limit stands no matter how long your maternity leave is. The 10 days can be worked at any time during your maternity leave apart from the first two weeks after you give birth.

You do not have to work these days and we do not have to agree to you working them.

Before you start your maternity leave, we will discuss with you the type of work that may be done during the KIT days.

We will pay you your normal daily rate for working the KITs.

8. Maternity Pay

Statutory Maternity Pay (SMP)

Statutory Maternity Pay (SMP) is paid for up to 39 weeks. The first six weeks equals 90% of your average earnings over a set period, and the rest is paid at the lower rate, or 90% of your average earnings, whichever is lower. The government sets this lower rate each year.

SMP is paid via payroll in the normal way – even if you have resigned and will not be returning after the baby's birth. However, you will not be entitled to SMP if you resign before the 24th week of pregnancy.

The maternity pay period cannot start earlier than 11 weeks before the EWC. It can only start when you are on maternity leave. Your entitlement will end when you return to work even if this is before the end of the 39-week period.

We will start to pay you the SMP on the first day of your maternity leave.

To qualify for SMP, you must:

- have been continuously employed for at least 26 weeks by the end of the Qualifying Week (QW) (the 24th week of pregnancy);
- have average weekly earnings which are above the minimum for paying National Insurance contributions;
- still be pregnant at the 24th week of pregnancy or have given birth by then; and
- have given us notice as explained in section 2 above.

If you do not meet the eligibility criteria, we will tell you in writing (form SMP1) and refer you to the local benefits agency office where you can claim any State Maternity Allowance you may be entitled to.

Occupational Maternity Pay

If you have worked for us for one year at the end of the 11th week before the EWC, you will also be eligible to receive our occupational maternity pay. This is equal to:

- seven weeks at full pay (including any SMP paid at the higher rate for six weeks and lower rate for one week);
- 16 weeks at half pay (not including SMP at the lower rate, or 90% of your normal pay - whichever is lower); and
- 16 weeks at SMP lower rate (or 90% of your normal pay, whichever is lower).

A week's pay refers to the basic pay given in your current contract of employment.

You can choose to receive occupational maternity pay, either with your SMP on normal pay dates, or as a lump sum when you return to work. We will claim back from you the Occupational Maternity Pay (less any SMP) if:

- you fail to return to work; or
- you return but leave within three months.

If you fail to return, you will also have to repay us for any annual leave we prepaid at the start of your maternity leave.

9. General conditions

Contractual Benefits

Colleagues are required to contact the Human Resources Manager within five working days of the birth.

You will keep all your contractual benefits (except for basic pay) throughout your Ordinary and Additional Maternity Leave period. We may withdraw non-contractual benefits but only in line with the procedures which apply to all periods of prolonged absence.

Holidays

You are entitled to 32 days (pro rata) of combined annual leave per annum which can be taken during your Ordinary and Additional Maternity Leave. Before you start your maternity leave, you should agree with us the dates of your annual leave. If it is not possible to take the leave within the annual leave year, we will transfer the rest to the next year's entitlement. You cannot be paid instead of taking the leave accrued during maternity leave.

If you plan to take annual leave before you return from maternity leave, you must notify us in writing:

- the date you want your maternity leave to end;

- the period you then want to take as annual leave; and
- the date you will come back to work.

You must do this eight weeks before the end of your maternity leave.

Pension membership and contributions

The following rights apply to an employee on maternity leave:

- The period of Ordinary Maternity Leave and paid maternity leave (when you are receiving either occupational maternity pay or SMP), will count towards pensionable service. The benefits you build up during this time are based on your pay when you were working normally, before taking maternity leave.
- Your contributions during this time are based on the amount of maternity pay you actually receive. Our contributions will continue on the basis agreed by the administrators of the pension scheme.
- We will tell you in writing (after consulting the administrators of the relevant pension scheme) of the options available to you during any unpaid period of maternity leave.

Note: These rights apply whether or not you plan to return to work.

Dismissal and resignation during the maternity leave

If we end your contract during the maternity period, you will be entitled to whatever period of notice shown in your contract, unless you are dismissed for gross misconduct justifying summary dismissal.

If you resign, you must also give us notice as shown in your contract. The termination date may be the end of your 52-week maternity leave or any date before then.

If you resign or are dismissed before the date you have given us for starting your maternity leave, you will lose your right to maternity leave but will still be eligible for SMP as long as you are employed after the 24th week of pregnancy.

Terms and conditions of employment while on maternity leave

All terms and conditions shown in your contract (apart from pay) continue to apply during your maternity leave, whether ordinary or additional. We will continue to pay all contractual allowances as long as you receive any maternity pay.

Health and safety

We must protect the health and safety at work of all employees, including new and expectant mothers and mothers who are breastfeeding.

Once you tell us about your pregnancy, recent childbirth or breastfeeding, we will carry out a specific risk assessment to identify any risks to your health and safety. If we identify any risks, we will do our best to avoid them. If this is not possible, we will take a series of steps to make sure you are not exposed to those risks. If you ask for time off for breastfeeding or expressing milk, we will discuss with you how we can accommodate your request.

PATERNITY LEAVE

1. Eligibility for paternity leave

If your partner is due to give birth, or you receive notice that you and your partner have been matched with a child to adopt and you have at least 26 weeks' continuous service at the point ending with the fifteenth week before the expected week of confinement (EWC), or if you are at the point of being matched with a child by an adoption agency, you are entitled to paternity leave.

To apply, you should write to your line manager at least four weeks before you want the leave to start, enclosing the maternity certificate (MAT B1) or notice from the adoption agency.

We will grant paternity leave for any live birth or a stillbirth which happens from the 24th week of pregnancy onwards. You can take it within eight weeks of the actual birth of the baby or the date the child was adopted.

Ordinary Paternity Leave (OPL) is a period of one or two weeks' consecutive leave taken within eight weeks of the birth or placement.

2. Eligibility for Additional Paternity Leave (APL)

If you meet all the qualifying criteria for paternity leave, you will also be eligible for Additional Paternity Leave or APL.

You are entitled to take up to 26 weeks of APL. This leave can start from the 20th week after the child's birth or after the child is placed for adoption and it must be taken in a continuous period. The leave can only be taken once the child's mother or co-adopter who takes maternity or adoption leave is back at work. The leave will end once that maternity or adoption leave would have ended if it had been taken in full, or earlier if preferred (52 weeks in total).

If you want to take APL you need to make a written request at least eight weeks before the leave is due to start, giving us the following information.

- details of your eligibility to take APL;
- when the leave is to start and how long it is to last;
- when the mother/co-adopter will be finishing their maternity or adoption leave;
- how many weeks of the Statutory Maternity or Adoption Leave would have been taken by the end of your partner's leave; and
- the mother/co-adopter's National Insurance number.

You can find the forms to be filled out by new parents, adoptive parents and adopting a child from abroad on the HMRC website.

We may also ask for details of your partner's maternity or adoption leave from their employer.

3. Entitlement to Paternity Pay

The Group pay one weeks' full pay and one weeks' Statutory Paternity Pay.

Ordinary Statutory Paternity Pay (OSPP) is payable during OPL provided you have at least 26 weeks' continuous service ending with the Qualifying Week (that is the 15th week before the EWC) and your average earnings are not lower than the lower limit set by the government each tax year.

Additional Statutory Paternity Pay (ASPP) may be payable during APL if the child's mother or co-adopter has returned to work at least two weeks before her maternity pay (or adoption pay or maternity allowance) would have been exhausted.

Your Additional Statutory Paternity Pay will be the balance of your partner's remaining Statutory Maternity or Adoption Pay.

SHARED PARENTAL LEAVE (BIRTH) POLICY

1. Frequently Used Terms

The definitions in this paragraph apply in this policy.

Expected week of childbirth (EWC): the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.

Parent: One of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father).

Partner: your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

Qualifying Week: the 15th week before the EWC.

2. Entitlement to SPL

You are entitled to SPL in relation to the birth of a child if:

- you are the child's mother, and share the main responsibility for the care of the child with the child's father (or your partner, if the father is not your partner);
- you are the child's father and share the main responsibility for the care of the child with the child's mother; or
- you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).

The following conditions must also be fulfilled:

- you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
- the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and
- you and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.

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

If you are the mother, you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth.

If you are the child's father or the mother's partner, you should consider using your two weeks' paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

3. Opting in to Shared Parental Leave and Pay

Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice giving:

- your name and the name of the other parent;
- if you are the child's mother, the start and end dates of your maternity leave;
- if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
- the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
- how many weeks of the available SPL will be allocated to you and how many to the other parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);
- how many weeks of available ShPP will be allocated to you and how much to the other parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and ShPP.

4. Ending Your Maternity Leave

If you are the child's mother and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your maternity leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity

leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least two weeks after birth.

You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see section 5) or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.

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

- if you realise that neither you nor the other parent are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
- if you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or
- if the other parent has died.

Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme, unless you revoked it in the circumstances in section 5.

5. Ending your partner's maternity leave or pay

If you are not the mother, and she is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once she has either:

- returned to work;
- given her employer a curtailment notice to end her maternity leave;
- given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
- given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

6. Evidence of entitlement

You must also provide on request:

- a copy of the birth certificate (or if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth); and
- the name and address of the other parent's employer (or a declaration that they have no employer).

7. Booking your SPL dates

Having opted into the SPL system you will need to give a period of leave notice telling us the start and end dates of your leave. This can be given at the same time as your opt-in notice, or it can be given later, as long as it is given at least eight weeks before the start of your leave. You must also state in your period of leave notice the dates on which you intend to claim ShPP, if applicable.

If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.

You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice. In exceptional circumstances we may allow you to give more than three period of leave notices but there is no obligation for us to do so.

8. Procedure for requesting split periods of SPL

In general, a period of leave notice should set out a single continuous block of leave. We may, in some cases, be willing to consider a period of leave notice where the SPL is split into shorter periods (of at least a week) with periods of work in between. It is best to discuss this with your manager and Human Resources in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

You must submit a period of leave notice setting out the requested pattern of leave at least eight weeks before the requested start date. If we are unable to agree to your request straight away, there will be a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached an agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:

- choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
- withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

9. Changing the dates or cancelling your SPL

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

You can change the start date for a period of leave, or the length of the leave, by notifying us in writing at least eight weeks before the original start date and the new start date.

You do not need to give eight weeks' notice if you are changing the dates of your SPL because your child has been born earlier than the EWC, where you wanted to start your SPL a certain length of time (but not more than eight weeks) after birth. In such cases please notify us in writing of the change as soon as you can.

You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date and the new end date.

You can combine split periods of leave into a single continuous period of leave by notifying us in writing at least eight weeks before the start date of the first period.

You can request that a continuous period of leave be split into two or more discontinuous periods with periods of work in between. We will consider any such request as set out in paragraph nine.

A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:

- the variation is a result of your child being born earlier or later than the EWC;
- the variation is at our request; or
- we agree otherwise.

10. Shared parental pay

You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SMP or MA claimed by you or your partner) if you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid by employers at a rate set by the government each year.

You will qualify for company shared parental pay if you have been continuously employed for one year at the end of the 11th week before the EWC.

Company shared parental pay is paid at the full rate of your normal basic salary for the first seven weeks and at half basic salary for the next 16 weeks. The payment of full pay in the first seven weeks includes any ShPP due for the weeks in question. However for the second period of 16 weeks you will be paid any ShPP due in addition to receiving half pay provided always that the total does not exceed 90% of your normal basic salary for the period. Any occupational maternity pay you have received will be counted towards your company shared parental pay entitlement.

Company shared parental pay will only be paid if you are also claiming ShPP for the period in question.

You can choose to receive Company shared parental pay, either with your ShPP on normal pay date or as a lump sum when you return to work. We will claim back from you the Company shared parental pay (but not any ShPP to which you were entitled) if:

- you fail to return to work; or
- you return but leave within three months.

11. Other terms during shared parental leave

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

Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.

If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform the Human Resources Manager that you wish to make up any shortfall.

12. Keeping In Touch

We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with your line manager.

You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement.

15. Returning to work

If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If you have already given us three periods of leave notices you will not be able to end your SPL early without our agreement.

If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written period of leave notice at least eight weeks

before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of the business.

You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:

- if your SPL and any maternity or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
- if you took SPL consecutively with more than four weeks of ordinary parental leave.

If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

If you decide you do not want to return to work you should give notice of resignation in accordance with your contract. This will have an impact on your entitlement to company shared parental pay (see above).

SHARED PARENTAL LEAVE (ADOPTION) POLICY

1. Frequently used terms

The definitions in this paragraph apply in this policy.

Partner: your spouse, civil partner or someone living with you in an enduring family relationship at the time the child is placed for adoption, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

Qualifying Week: the week the adoption agency notifies you that you have been matched with a child for adoption.

2. Entitlement

You may be entitled to SPL if an adoption agency has placed a child with you and/or your partner for adoption and you intend to share the main responsibility for the care of the child with your partner.

The following conditions must be fulfilled:

- you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
- your partner must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the Qualifying Week and had average weekly earnings of at least £30 during 13 of those weeks; and
- you and your partner must give the necessary statutory notices and declarations as summarised below, including notice to end adoption leave or statutory adoption pay (SAP).

Either you or your partner must qualify for statutory adoption leave and/or SAP and must take at least two weeks of adoption leave and/or pay.

If your partner is taking adoption leave and/or claiming SAP, you may be entitled to two weeks' paternity leave and pay (see our Paternity Leave Policy). You should consider using this before taking SPL. Paternity leave is additional to any SPL entitlement you may have, but you will lose any untaken paternity leave entitlement once you start a period of SPL.

The total amount of SPL available is 52 weeks, less the weeks of adoption leave taken by either you or partner (or the weeks in which your partner has been in receipt of SAP if they were not entitled to adoption leave).

3. Opting in to shared parental leave and pay

Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice which includes:

- your name and your partner's name;
- if you are taking adoption leave, your adoption leave start and end dates;
- if you are not taking adoption leave, your partner's adoption leave start and end dates, or if your partner is not entitled to adoption leave, the start and end dates of their SAP;
- the total SPL available, which is 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by you or your partner;
- how many weeks of the available SPL will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken;
- how many weeks of the available ShPP will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see paragraph nine). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

4. Ending your adoption leave

If you are taking or intend to take adoption leave and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your adoption leave (a curtailment notice). The notice must state the date your adoption leave will end. You can give the notice before or after adoption leave starts, but you must take at least two weeks' adoption leave.

You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph 3) or a written declaration that your partner has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

If your partner is eligible to take SPL from their employer they cannot start it until you have given us your curtailment notice.

The curtailment notice is binding on you and cannot usually be revoked. You can only revoke a curtailment notice if your adoption leave has not yet ended and one of the following applies:

- if you realise that neither you nor your partner are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given; or
- if your partner has died.

Once you have revoked a curtailment notice you will be unable to opt back in to the SPL scheme.

5. Ending your partner's adoption leave or pay

If your partner is taking adoption leave or claiming SAP from their employer, you will only be able to take SPL once your partner has either:

- returned to work;
- given their employer a curtailment notice to end adoption leave; or
- given their employer a curtailment notice to end SAP (if they are entitled to SAP but not adoption leave).

6. Evidence of entitlement

You must provide on request:

- one or more documents from the adoption agency showing the agency's name and address and the expected placement date; and
- the name and address of your partner's employer (or a declaration that they have no employer).

7. Booking your SPL dates

Having opted into the SPL system you will need to give a period of leave notice telling us the start and end dates of your leave. This can be given at the same time as your opt-in notice, or it can be given later, as long as it is given at least eight weeks before the start of your leave. You must also state in your period of leave notice the dates on which you intend to claim ShPP, if applicable. If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.

You can give up to three 'period of leave' notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice). In exceptional circumstances we may allow you to give more than three 'period of leave' notices but there is no obligation for us to do so.

8. Procedure for requesting split periods of SPL

In general, a period of leave notice should set out a single continuous block of leave. We may, in some cases, be willing to consider a period of leave notice where the SPL is split into shorter periods (of at least a week) with periods of work in between. It is best to discuss this with your manager and Human Resources in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

You must submit a period of leave notice setting out the requested pattern of leave at least eight weeks before the requested start date. If we are unable to

agree to your request straight away, there will be a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached an agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:

- choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
- withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

9. Changing the dates or cancelling your SPL

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

You can change the start date for a period of leave, or the length of the period of leave, by notifying us in writing at least eight weeks before the original start date and the new start date.

You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date and the new end date.

You can change split periods of leave into a single continuous period of leave by notifying us in writing at least eight weeks before the start date.

You can request that a continuous period of leave be split into two or more discontinuous periods with periods of work in between. We will consider any such request.

A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:

- the variation is a result of the child being placed with you earlier or later than the expected placement date;
- the variation is at our request; or
- we agree otherwise.

10. Shared parental pay

You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SAP claimed by you or your partner) if you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid by employers at a rate set by the government each year.

You will qualify for company shared parental pay if you have been continuously employed for one year at the end of the 11th week before the EWC.

Company shared parental pay is paid at the full rate of your normal basic salary for the first seven weeks and at half basic salary for the next sixteen weeks. The payment of full pay in the first seven weeks includes any ShPP due for the weeks in question. However for the second period of sixteen weeks you will be paid any ShPP due in addition to receiving half pay, provided always that the total does not exceed 90% of your normal basic salary for the period. Any occupational adoption pay you have received will be counted towards your company shared parental pay entitlement.

Company shared parental pay will only be paid if you are also claiming ShPP for the period in question.

You can choose to receive Company shared parental pay, either with your ShPP on normal pay dates, or as a lump sum when you return to work. We will claim back from you the Company shared parental pay (but not any ShPP to which you were entitled) if:

- you fail to return to work; or
- you return but leave within three months.

11. Other terms during shared parental leave

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

Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.

If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform the Human Resources Manager that you wish to make up any shortfall.

12. Keeping in touch

We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during adoption leave. KIT days are not compulsory and must be discussed and agreed with your line manager.

You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement.

13. Returning to work

If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If you have already given us the period of leave notice you will not be able to end your SPL early without our agreement.

If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written notice at least eight weeks before the date you were due to return to work. If you have already given us the period of leave notice you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of our business.

You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:

- if your SPL and any adoption or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
- if you took SPL consecutively with more than four weeks of ordinary parental leave.

If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

If you decide you do not want to return to work you should give notice of resignation in accordance with your contract. This may have an impact on your entitlement to company shared parental pay.

ADOPTION LEAVE

1. General

If you have been employed with us for at least 26 weeks at the date when a UK adoption agency gives you written notice that it has matched you with a child for adoption, you have a right to Statutory Adoption Leave in line with the conditions set out below.

If you have completed one year's service at the date of adopting a child, you will be given extra benefits under our occupational adoption pay as long as you meet the conditions set out below.

If a couple are jointly adopting a child, and you are not eligible or do not wish to opt into the Shared Parental Leave scheme, then one person may be eligible to adoption leave and pay and the other to paternity leave and pay (as outlined in the paternity policy).

You will also get paid time off before the adoption to deal with the necessary formalities. You will need to agree this with your line manager on the basis of the requirements in your case.

2. Your notice to us

Your leave can start no sooner than two weeks before the child is placed with you and no later than the actual placement date. You will need to give notice in writing to your line manager not later than seven days after the agency notifies you of the match or as soon as reasonably practicable but at least 28 days before the date you want your leave to begin (if at all possible). The notice must say:

- when the child is expected to be placed with you;
- when you want to begin your adoption leave; and
- the period of leave you want to take (see 4 below).

You will also need to provide a statement from the appropriate adoption body confirming that you have been accepted for the proposed adoption.

You can change your mind about the start of your 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, you should give notice to your line manager in writing, at least 28 days before the new date.

3. Our notice to you

We will notify you in writing about the date your adoption leave should end. This will be the first day after the 52 weeks from the start of it. We will do this within 28 days from receiving your letter and, if you change that date, 28 days before the new date (or as soon as reasonably possible).

4. Adoption leave

Your leave can start no sooner than two weeks before the child is placed with you and no later than the actual placement date

The Ordinary Adoption Leave (OAL) continues for 26 weeks and is paid at the Statutory Adoption Pay (SAP) rate.

The Additional Adoption Leave continues for a further 26 weeks immediately at the end of the OAL. 13 weeks out of 26 are paid at the Statutory Adoption Pay (SAP) rate and the other 13 weeks are unpaid. The SAP rate is paid at a prescribed rate set by the government each tax year or, if lower, 90% of average weekly earnings.

If the adoption is unsuccessful and the child no longer lives with you, your leave and pay will continue for a further eight weeks and then both will end.

5. Eligibility

To qualify for SAP, you must:

- a) have been continuously employed for at least 26 weeks leading into the week in which you are told that you have been matched with a child;
- b) be newly matched with a child for adoption by an approved adoption agency;
- c) have told the agency that you agree that the child should be placed with you and agree the date of the placement; and
- d) have told us when you want your adoption leave to start no more than seven days after you are told that you have been matched with a child.

6. Occupational adoption pay

If you have one year's service by the week you are told that you have been matched with a child, you are eligible to receive our enhanced adoption pay. The occupational adoption pay (OAP) is as follows:

- a) Six weeks at full pay (including SAP).
- b) Seven weeks at half pay (not including 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.

You will need to sign a declaration confirming that you plan to return to work and stay for at least three months. If you fail to meet these conditions, you will have to repay the OAP we have paid you (minus any SAP to which you were entitled). You will not be eligible for SAP or OAP if you opt into the Shared Parental Leave scheme but you may be eligible for ShPP and Company shared parental pay. Please refer to the Shared Parental Leave (Adoption) Policy for more details.

7. Returning to work

You will return to work at the end of your adoption leave. Your line manager will have given you notice of this date as explained above. If you want to return sooner, you must give at least eight weeks' written notice. If you don't, your return date will be delayed and you will not be paid during the period you do not work. You cannot postpone your return beyond the end of the 52 week leave period.

With Ordinary Adoption Leave, you will return to the same job.

If you take additional adoption leave and it is not reasonably practicable for us to allow you to return to the same job, we will offer you another suitable and appropriate job. Your terms and conditions will be no less favourable than would have applied had you not been absent, including the quality of working environment.

8. Discretionary leave

We realise that some adopted children of any age may suffer emotional or medical problems. We may grant you further leave at the discretion of your line manager or Business Leader.

9. Contact during adoption leave

During the adoption leave period, we may make reasonable contact with you and you may do the same. Before the adoption leave begins, we will agree with you how often this contact will be, how it will take place and what subject should be discussed. In all cases, we will keep in touch with you about any promotion opportunities and important changes to the workplace that may affect you when you return.

10. Keeping-in-touch days (KIT)

If we agree, you may work up to 10 days under your contract of employment during your adoption leave, without losing your right to the adoption leave or pay. The 10-day limit applies no matter how long the adoption leave is. You can work the 10 days at any time during the adoption leave.

You do not have to work these days and we do not have to agree to you working them if you ask.

Before you start your adoption leave, we will discuss with you the type of work that may be done during the KIT days.

We will pay you your normal daily rate for working the KITs.

11. Contractual benefits

You will keep all your contractual benefits (except for basic pay) throughout your

Ordinary and Additional Adoption Leave period. We may withdraw non-contractual benefits but only in line with the procedures which apply to all periods of prolonged absence.

1. Holidays

You are entitled to 32 days (pro rata) of combined annual leave per annum during your Ordinary and Additional Adoption Leave. Before you start your adoption leave, you should agree with us the dates of your annual leave. If it is not possible to take the leave within the annual leave year, we will transfer the remaining balance to the next year's entitlement. You cannot be paid instead of taking any of the leave you have built up during adoption leave.

If you plan to take annual leave before you return from adoption leave, you must confirm in writing:

- the date you want your adoption leave to end;
- the period to be taken as annual leave; and
- the date you will actually return to work.

You must do this eight weeks before the end of the adoption leave period.

13. Pension membership and contributions

The following rights apply when you are on adoption leave:

- the period of paid adoption leave will count towards pensionable service. The benefits built up during this time are based on the remuneration paid when you were working normally, before taking adoption leave;
- your contributions during this time are based on the amount of adoption pay you have actually received. Our contributions will continue on the basis as agreed by the administrators of the pension scheme; and
- we will tell you in writing (after consulting the administrators of the relevant pension scheme) the options available during any unpaid period of adoption leave.

Note: These rights apply whether or not you plan to return to work.

14. Information and training

If you are on Adoption Leave, you will still receive items of information sent to all colleagues. We will also invite you to attend colleague training days as part of the keeping-in-touch days (KIT).

15. Dismissal and resignation during adoption leave

If we end your contract during the adoption period, you are entitled to whatever period of notice your contract provides for in the circumstances, unless you are dismissed for gross misconduct justifying summary dismissal.

If you resign, you must also give us notice as provided for in your contract. The termination date may be the end of her 52-week adoption leave or any date before then.

If you resign or are dismissed before the date you have given us for your intended adoption leave to start, you lose your right to adoption leave but will still be eligible for SAP as long as you have been continuously employed for 26 weeks at the time you are notified that you have been matched with a child.

16. Terms and conditions of employment while on adoption leave

All terms and conditions in your contract, apart from salary, continue to apply during the entire ordinary adoption leave, whether ordinary or additional. All your contractual allowances will continue to be paid as long as you receive either form of adoption pay.

PARENTAL LEAVE

1. General

You have the right to take up to 18 weeks' unpaid parental leave (for each child) if you have one year's continuous service and you:

- are the parent (and named on the birth certificate) of a child who is under five years old;
- have adopted a child under 18 years; or
- have formal parental responsibility for a child under five as a result of the Children Act or Children (Scotland) Act.

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

2. Giving notice

We will expect you to give at least 21 days' notice of taking this leave. In exceptional cases, we may not enforce this requirement.

We may postpone your leave for up to six months if our business would be seriously disrupted by you taking the leave. However, we won't do this if you give us notice to take leave immediately after maternity, adoption or paternity leave.

3. Taking leave

The right to take leave will last until the child's 5th birthday or until five years from the date the child was adopted or placed. If your child is disabled this is extended until the child is 18.

You must take leave in blocks or multiples of at least one week. This does not apply if your child is disabled.

We will allow up to four weeks' parental leave in any given leave year.

4. Records

We may ask you to demonstrate proof of your entitlement to parental leave.

5. Returning to work

If you take parental leave, you will return to the same job, except in cases where the parental leave begins immediately after the end of a period of additional maternity or adoption leave, or where you have taken more than four weeks' parental leave in a year. In such cases, if it is not possible for you to return to the same job then we will offer you a suitable and appropriate alternative position on no less favourable terms.

PARENTAL BEREAVEMENT LEAVE POLICY

1. Introduction

This policy outlines the arrangements for leave and pay for an employee who suffers the loss of a child (parental bereavement). It also identifies the practical steps we will take to support an employee while they are away from work, and on their return to work.

The aspects of this policy relating to parental bereavement leave (PBL) and contractual parental bereavement pay apply only to employees. They do not apply to agency workers, consultants, contractors, volunteers, interns or casual workers. However, the aspects of this policy relating to statutory parental bereavement pay (SPBP) apply to employees and also to those who are not employees but are in 'employed earner's employment' with the Group (which would include most qualifying agency workers). If you are unclear as to whether you fall into this category, please contact a member of the Human Resources department for further clarity.

Employees have certain statutory rights to unpaid time off to deal with emergencies or unexpected events affecting their dependants. Further details are set out under Special Leave contained within the handbook, which provides for a certain amount of time off to be paid. This policy should be read in conjunction with that policy as, in some circumstances, there may be a degree of overlap between the two. Where you have a right to leave in similar circumstances in respect of a child under both this policy and the Special Leave policy, you may exercise your right under both policies, or under only one of them if you prefer, however if you choose to take both dependants leave and parental bereavement leave, your dependants leave will be unpaid.

Employees also have the right to paid compassionate leave following the death of a close relative, under the section on Special Leave policy contained within the handbook. This policy should be read in conjunction with that section as, in some circumstances, there may be a degree of overlap between them. Where you have a right to leave in respect of the death of a child under both this policy and the Special Leave section, you may exercise your right under both policies, or only one of them if you prefer, however if you choose to take both compassionate leave and parental bereavement leave, your compassionate leave will be unpaid.

This policy is for guidance only and does not form part of your contract of employment, and we may amend it at any time. It outlines the rights employees and others are given by law but is intended to be a summary only and not a complete statement of your rights. Please contact a member of Human Resources if you have any queries about your entitlement.

The definitions in this paragraph apply to this policy:

child	a person under the age of 18, including a child who is stillborn after 24 weeks of pregnancy.
parent	the child's parent or:

	<p>(a) the child's natural (or birth) parent, where the child has been adopted by another person but an order is in place allowing the child to stay with you, or for you to have contact with the child;</p> <p>(b) a person with whom the child has been placed for adoption (unless the child has been returned or the placement has been terminated);</p> <p>(c) the adopter of the child from outside the UK, if they have been officially notified that they are approved as a suitable adoptive parent;</p> <p>(d) an intended parent, i.e. someone who has applied, whether jointly or solely, for a parental order under the Human Fertilisation and Embryology Act 2008;</p> <p>(e) a parent in fact, i.e. the person who lived with the child continuously for at least four weeks before the child's death in their own home and who had day to day responsibility for the child's care, unless: (i) the child's parent (or person with parental responsibility for the child) is also living there, or (ii) that person was entitled to receive wages or other remuneration for caring for the child (with certain exceptions, including paid foster carers).</p>
parent's partner	a person living with the child and their parent in an enduring family relationship, but not the parent's sibling or half-sibling, parent, adoptive parent or former adoptive parent, grandparent, aunt or uncle.
Relevant Week	the week immediately before the one in which the child dies.
statutory leave	ordinary, compulsory and maternity leave, ordinary and additional adoption leave, shared parental leave, parental leave and paternity leave.
week	<p>(a) in relation to PBL, any period of seven days (including weekends); and</p> <p>(b) in relation to SPBP, a period of seven days beginning with Sunday.</p>

2. Right to take Parental bereavement leave

PBL allows working parents to take paid leave when a child dies, provided they meet certain requirements. For information on the right to be paid, see section 5 (Parental bereavement pay) below.

PBL must be taken during the period of 56 weeks from the date of the child's death. It may be taken as:

- one week's leave;
- a block of two weeks' leave; or
- two weeks' leave, in two separate one-week blocks.

You are entitled to PBL if you are the child's parent, or the parent's partner.

3. Notice requirements

Before taking PBL, you need to give us notice of the following:

- the date of the child's death;
- the date on which you want your PBL to start; and
- whether you want to take one week or two weeks' PBL.

You do not need to give us this information in writing, although it would be helpful to us if you feel able to do so.

The amount of notice you need to give us will depend on when you choose to take PBL:

PBL within first 56 days: If your intended period of PBL includes a week that begins within 56 days of the date of your child's death, you need to give us the information in section 3 before you are due to start work on the first day of your intended absence from work on PBL or, if it is not reasonably practicable for you to give the information to us at that time, as soon as reasonably practicable. If you give notice of your intended PBL on the day the intended week of leave starts, and you are already at work on that day, your period of PBL will start on the following day, e.g. if you want to take one week of PBL beginning on Tuesday, but you do not tell us until that Tuesday (by which time you are already at work), your PBL will start the next day (Wednesday), and last until the following Tuesday;

PBL after 56 days: If your intended period of PBL includes a week that begins after the end of the 56-day period beginning with (and ending 56 weeks after) the date of your child's death, you need to give us the information in section 3 at least one week before the start of the intended week of PBL.

If you have given notice of a week's intended PBL, but then wish to cancel it, you may do so unless that week's PBL has already begun. Again the amount of notice of cancellation you need to give will depend on when the intended PBL falls:

PBL within first 56 days: If the intended period of PBL includes a week that begins within 56 days of the date of your child's death, in order to cancel that week's PBL you need to give us notice of cancellation no later than the time on the first day of that week at which you would have been due to start work if you were not taking PBL;

PBL after first 56 days: If the intended PBL period includes a week that begins after the end of the 56 day period beginning with the date of your child's death, you need to give us notice of cancellation at least one week before the start of that week.

If you also wish to claim parental bereavement pay, see the notice requirements set out in section 5 below.

4. When another type of statutory leave starts

If you begin another period of statutory leave (such as maternity leave, paternity leave or shared parental leave) during a period of PBL, that period of PBL will end immediately before the start of the other period of statutory leave. However, you will be able to carry forward the remaining untaken period of PBL (whether it includes a whole week (or weeks) only, or part of a week) and take it in a single block after the end of the other period of statutory leave, so long as:

- that is still within the 56-week period set out in section 2; and
- you give notice in accordance with section 3 (as if you were giving notice of the start of intended PBL), although there is no need to include the information in terms of whether you want to take one or two weeks' PBL.

5. Parental bereavement leave

You will not be entitled to your normal salary during any period of PBL, but you will typically be entitled to statutory parental bereavement pay (SPBP).

One or two weeks of SPBP may be available to you, provided:

- you have at least 26 weeks' continuous employment with us at the end of the week immediately before the relevant week;
- you were employed by us on the date the child died, and
- your average earnings are not less than the lower earnings limit set by the government each year.

SPBP is paid at a weekly rate set by the government each year or, if lower, 90% of your average earnings. The human resources team can advise you of the current lower earnings limit and the current rate of SPBP.

Note that you may be eligible for PBL but not eligible for SPBP. In such cases, PBL may be taken but it will be unpaid.

You must tell us whether you intend to claim SPBP during your PBL and, if so, for what period. You can do this either in your written notice of PBL, if you give

notice in writing separately in writing, if you do not give us written notice of PBL or you do not include details of your intention to claim SPBP your period of leave notice.

If you tell us separately in writing, rather than in a written notice of PBL, you must do so before the end of the 28-day period beginning with the first day of the period in respect of which SPBP is to be paid or, where it is not reasonably practicable to do so, as soon as reasonably practicable.

At the same time as you tell us whether you intend to claim SPBP, you also need to provide written evidence of your right to SPBP, and so your notice to us must include:

- a declaration that you are the parent or parent's partner of a child who has died;
- your name; and
- the date of the child's death.

You will qualify for company parental bereavement pay if you have been continuously employed by us during the 12-month period ending with the relevant week and did not take any statutory leave during the 12-month period ending with the relevant week.

Company parental bereavement pay is only paid if you are receiving SPBP for the same period, and includes any SPBP due.

6. Other terms and conditions during leave

Your terms and conditions of employment remain in force during PBL, except for the terms relating to pay.

Annual leave entitlement will continue to accrue during PBL at the rate provided under your contract.

If you are a member of our pension scheme, we will make employer pension contributions during any period of paid PBL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any SPBP or company parental bereavement pay you are receiving. If you wish to make up any shortfall in employee contributions, you must inform the human resources team OR pensions administrator.

7. Returning to work

You are normally entitled to return to work in the position you held before starting PBL and on the same terms and conditions of employment. However, if it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job on terms and conditions that are no less favourable, but only in the following circumstances:

- if your PBL and any statutory leave you have taken consecutively in relation to the relevant child adds up to more than 26 weeks in total; or
- if you took PBL consecutively with more than four weeks of (ordinary) parental leave.

8. How we will seek to help you

If you suffer the loss of a child, we will seek to do what we can to support you. In particular:

We will identify a key point of contact within the organisation, during any leave you take and following your return to work. This could be your line manager or someone from the human resources team, or a colleague if you prefer.

If you take leave, certain people within the organisation will need to know that you have suffered a bereavement, e.g. human resources and your line manager. It may also be helpful for your immediate work colleagues and others in the organisation to know, so that they can be sensitive to your feelings and provide support if needed when you return to work. The key point of contact can discuss with you at the appropriate time what you would like people at work to know, and we will try to ensure that only that information is passed on.

The key point of contact will also liaise with you during your leave, keep the organisation informed and explore with you what we can do to help and support you.

The statutory right to parental bereavement leave and pay is set out in this policy. However, if you feel that you are not ready to return to work at the end of your parental bereavement leave, there are a number of other possibilities that the Human Resources team can discuss with you, e.g. taking sick leave, compassionate leave or unpaid leave, or staging your return to work, e.g. by working reduced working hours or flexible hours, or working from home.

We will support your colleagues and give them the opportunity to discuss any concerns or anxieties they may have about your return to work, so that they are ready to support you when you return.

Your line manager will provide ongoing support following your return to work.

We will consider the need for more formal support, e.g. access to an employee assistance scheme or workplace counselling.

Your manager will seek to maintain good communication, with an 'open-door' policy and regular meetings with you to offer support and monitor progress over time.

SPECIAL LEAVE

We may grant requests for time off work in various situations and depending on our business demands.

1. Special leave

We may agree, in special circumstances, to grant leave. This will depend on our current work demands and the nature of the individual case. The following is a guide as to the types of leave and approximate periods of time off which we may consider.

2. Bereavements

We will normally grant the following leave with pay for bereavement:

- if you are responsible for making funeral arrangements e.g. executor of a will or equivalent next of kin– up to five days' paid leave at management discretion may be awarded;
- if you are an immediate close relative (for example, parent, child, partner) – up to three days' paid leave at management discretion may be awarded;
- in the case of other relatives - up to one days' paid leave; or
- in other cases, the necessary unpaid time off to go to the funeral service.

We may also consider allowing leave without pay to extend these periods if necessary. We will use our discretion and act sensitively when considering requests for bereavement leave.

3. Medical treatment

You should make every effort to arrange medical and related appointments outwith normal working hours. If arrangements for out of normal working hours is not possible colleagues should request time off from their line manager. Arrangements could include using annual leave, TOIL, flexi or unpaid time off. In some circumstances the manager can also use their discretion and consider giving paid time off.

Doctor and dental appointment may be authorised during working hours but will be granted without pay.

4. Jury duty

If you receive a summons to serve on a jury, you should report this to your line manager.

We will grant leave, unless an exemption is secured. This leave will be with pay, after taking off allowances for loss of earnings you are entitled to. You should make sure that you claim these allowances from the court.

5. Witness citations

If you are a professional witness, we will grant you time off with pay. This is on the understanding that you will repay us any witness fees received (not including travel and subsistence expenses).

In other cases, we will grant leave without pay. You will be responsible for reclaiming the amount from the person asking you to be a witness for loss of pay.

6. Time off for dependents

When asking for time to deal with other emergencies involving your dependants not otherwise covered above, we will normally give you reasonable unpaid time to make arrangements to deal with the emergencies. We will expect you to tell your line manager the reason for the leave and how long it is likely to last.

In the following circumstances, we will give you reasonable unpaid time off where it is necessary:

- to provide help if your 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);
- to deal with an unexpected disruption, termination or breakdown of the arrangements for caring for a dependant; or
- to deal with an incident which involves your child and which happens unexpectedly during school hours.

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

In other circumstances, we may consider giving unpaid time off to deal with emergencies at our discretion.

FLEXIBLE WORKING

1. General

You are entitled to request a change to your working pattern as long as you meet the conditions below. You may request to reduce or vary your days or hours of work or request to work from a different location.

2. Eligibility

If you are an employee with 26 weeks' continuous service and have not made a request in the last 12 months you can request to change your pattern of working.

3. Making a request

You must make the request to your line manager. You can only do so once each year and if we accept the change, it will be permanent. However, we may consider a request for a temporary arrangement or agree to it on a trial basis. Within 28 days of receiving this request, we will arrange to meet you to discuss the application. Within 14 days after this meeting, or as soon as reasonable practicable, your manager will give you a written decision on your application.

Your request should:

- state that it is a flexible working request;
- explain the change being requested and propose a start date;
- identify the impact the change would have on the business and how that might be dealt with; and
- state if you have made any previous flexible working requests.

4. Appeal

You can appeal the decision within 14 days of receiving it. You should do this in writing stating the reasons for your appeal. We will arrange a meeting to discuss your appeal within 14 days of receiving it or as soon as reasonably practicable thereafter. After the appeal meeting, we will give you our 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.

The time between making the request and the final outcome of any appeal will not exceed three months unless we have agreed a longer period with you.

5. Review

Discussion around the requirement to continue on flexible working will be carried out on an annual basis at your end-of-year review. If, at that time, there is a change requested, the line manager will consider whether the Group are able to accommodate any change and advise the individual thereafter.

FLEXI TIME PROCEDURE

1. Introduction

The Group operates flexi time for office colleagues (excluding part-time workers who have set contracted hours). This is a system of flexible working hours for colleagues as described below.

2. Objective of flexi-time system

The objectives of the Group's flexi time system can be summarised as follows:

- to enable the Group to match working hours with peaks and troughs of business activity;
- to enable colleagues to reconcile work and domestic commitments; and
- to help the Group recruit and retain colleagues by offering flexi-time in the context of a wider package of benefits and improved conditions of service.

3. Safeguards

Any scheme adopted must be designed and operated in such a way as to maintain and improve the efficiency of the Group, its departments and services they provide. It may not be possible for all colleagues to reconcile flexible working hours with the needs of the services provided or the requirements of their posts.

The Group, therefore, can reserve the right to exclude from participation in this scheme any posts which it considers are of such a nature that inclusion in this scheme would reduce the effectiveness of the service. It may also temporarily suspend at any time the operation of flexi-time in view of service requirements or where colleagues have not followed procedures for timesheet submission.

Employees would, therefore, be required to arrange their working time giving regard to current personal workload and to the overall pattern of work in the section or department. Except in exceptional circumstances, all flexi-leave involving core time (defined below) must be approved in writing by the line manager prior to it being taken.

Colleagues should observe the following basic principles:

- The current levels of service must not be reduced in any way through the operation of flexible working hours;
- The office will be open from 8.30am to 5.00pm Monday to Thursday and 8.30am to 4.30pm on Friday;
- Flexi-time is a privilege and not a contractual entitlement. It may be withdrawn if abused or the procedure for timesheet submissions is not followed;
- A member of Business Leadership Team (BLT) or Operational Leadership Team (OLT) can require a colleague to attend work at any time during working hours where there is a business need e.g. because of sickness or holiday cover;

- Starting and finishing times must be agreed with your manager and flexi-leave can only be taken with prior approval;
- There will be no informal flexible working hours arrangements;
- Requests for flexi-leave should be made at least one week in advance wherever possible.

4. Operation

Working hours

The Group's official working hours for office colleagues on full time hours are 8.30am to 5.00pm Monday to Thursday and 8.30am to 4.30pm on a Friday with an unpaid lunch break of one hour totalling 35 hours in any week.

The basis of the scheme is as follows:

- | | |
|-------------------|---|
| a) Core time | 10.00am – 12.00pm
2.00pm – 4.00pm |
| b) Flexible bands | 8.00am – 10.00am
12.00pm – 2.00pm
4.00pm – 6.00pm |

Of the standard 35 hour working week, core time accounts for 20 hours. All office colleagues, whether or not operating flexi-time, should be at work during these times. The additional 15 hours per week will be worked during the flexi periods.

A minimum lunch break of half an hour is taken between 12.00pm and 2.00pm, although any length of break during this period may be taken (with line manager's agreement if in excess of one hour).

Timesheets

The Group operates a timesheet procedure through its HR and Payroll software package (Cascade). All colleagues except for Business Leaders must complete a timesheet recording their times throughout each day.

Timesheets are used to record starting and finishing times each day, as well as lunch breaks. At the end of the four week settlement period (defined below), total hours worked should be added together for the period. The completed timesheet must be submitted to your line manager for authorisation. The Business Leadership Team members are not required to maintain a record card and do not qualify for participation in the flexi scheme.

Settlement period

The hours worked are totalled every four weeks ("the Settlement Period"). At the end of each settlement period total hours worked are compared with the required total hours of 140 hours in a four week period.

Up to 10 hours worked in excess of the 140 hours during the settlement period may be carried over to the next settlement period. Any credit over this threshold will be lost. A maximum debit of five hours may also be carried forward.

Colleagues are permitted to take up to one day's flexi-leave in each accounting period of four weeks, where they have sufficient flexi-credit to accommodate this. You are prohibited from using flexi if at the end of the qualifying period your total hours will be in debit. On those occasions, colleagues will be asked to replace their flexi with annual leave or lieu time.

Colleagues must ensure that an accurate account of hours is kept. To falsify records is a disciplinary matter.

5. Monitoring

Your line manager is responsible for monitoring and reviewing timesheets for colleagues. Your line manager may reject your timesheet if it has been incorrectly completed or you have claimed for time not yet worked. If your timesheet is returned, you are responsible for fixing the error and re-submitting to your manager as soon as possible.

A first reminder will be given by Cascade three days after the date of submission has passed and your Line Manager will be given a reminder five days after that.

6. Scheme management

The Operational Leadership Team will be responsible for the overall management of flexi-time in their departments. This will include:

- establishing the minimum level of cover required within their department and ensuring that this is provided;
- explaining the flexi-time scheme and system to new employees; and
- dealing with any abuse of flexi-time or a grievance about flexi-time in conjunction with the Human Resources Manager and in accordance with the Disciplinary and Grievance procedure.

Under normal circumstances, colleagues who take time out during core hours are required to use TOIL to cover the missing time. Under exceptional circumstances, management may agree to swap TOIL for flexi time.

ADDITIONAL HOURS/TIME OFF IN LIEU (TOIL) PROCEDURE

1. Introduction

Normal full-time hours for office colleagues total 35 hours per week (39 hours for trade colleagues) worked over five days, Monday to Friday.

There will be occasions where colleagues are required to work outwith and in excess of normal working hours.

This procedure details how management can compensate colleagues for these additional hours.

2. Responsibilities

All additional hours worked outwith the standard working week (excluding flexi) must be authorised in advance by your line manager.

For office based colleagues, TOIL may be claimed from 6pm onwards or weekend/public holidays working with prior approval from their line manager.

Trade team colleagues can claim TOIL from 4.30pm (3.30pm on a Friday) or weekend/public holidays with prior approval from their line manager.

All additional hours or overtime claims for a financial year must be submitted within one month of the year end.

Claims submitted more than six months after the overtime were incurred will be paid only within the same financial year and with the express approval of the Chief Executive.

3. Method of operation

Managers who require colleagues to work additional hours must agree in advance the number of hours required for the task and by which method the colleague will be compensated for hours worked. Reasonable notice should be given to colleagues when additional hours are requested.

Compensation, in the first instance, must always be made in the form of Time Off in Lieu (TOIL). TOIL allows the employee to utilise hours accrued at a later date perhaps when the needs of the department are not so great (with agreement of your line manager).

A maximum of 39 hours TOIL is permitted to carry forward on an annual basis. Any hours above that will be lost at the end of each calendar year.

In exceptional circumstances, a manager, in consultation with the Human Resources Manager, may agree that an overtime payment can be made instead of TOIL (taking into account overtime budget available).

It is necessary for managers to ensure that, when agreeing to pay additional hours as overtime, these hours are in excess of the employee's standard hours in that week. Only then should the line manager authorise the Overtime Claim Form (found in Cascade) and the employee will be remunerated at the rate of time and one half. If the employee has worked additional hours but they do not exceed 35 hours, this should be recorded on an Additional Hours Form (found in Cascade) and this will be paid at plain time.

TOIL is not paid in any final salary payment on a colleague leaving the Group. If a colleague leaves the organisation and has not used their TOIL before their submission of resignation they will lose all TOIL accrued.

4. Verification activities

TOIL

Additional hours taken should be requested through Cascade. When the employee wishes to use TOIL, they should request that through Cascade and have any requests authorised by their line manager.

OCCASIONAL HOMEWORKING POLICY

1. Introduction

Fife Housing Group recognises that there may, on occasion, be circumstances where a specific task or project needs dedicated and focused input and it may be appropriate to allow colleagues the opportunity to work more effectively on a particular piece of work where concentration is important and to avoid the interruptions that are part of the office environment.

However, as Fife Housing Group provides an office as the primary place of work, there is no automatic right to work at home. Fife Housing Group will not enter into a formal arrangement with an employee to work from home on a regular basis unless this has been written into a colleague's contract. Working from home should be the exception rather than the norm and is at the discretion of the line manager.

Where it might be necessary or advantageous for work purposes to work from home from time to time on an ad hoc basis, agreement should be obtained in advance on each separate occasion from your line manager, and the objectives to be met agreed. Your line manager has the right to refuse the request for operational or practical reasons.

Occasional homeworking is not a substitute to sick leave. If you are unable to come to attend work as you are unwell then this will be recorded as sick leave.

Occasional homeworking is not a substitute for dependent care and should not be viewed as an alternative to paid dependent care. You are responsible for making appropriate alternative arrangements for the care of any dependents during working hours and dependent care responsibilities should not conflict with the requirement to work.

It is not possible to offer homeworking to all colleagues as the requirements of some jobs will not be suitable for such arrangements.

2. Qualifying conditions

Homeworking is totally dependent upon certain criteria being fulfilled, these being that you:

- have obtained prior agreement for homeworking from your line manager;
- do not have any other commitments or meetings with the Group, or elsewhere at that time;
- have agreed with your line manager the hours of work and notified them of location;
- have diverted your work telephone to your work mobile or given your line manager an alternative contact number; and
- will be available to be contacted during the agreed hours of work.

3. Equipment

If you have not been provided with IT equipment normally for business use, then you are expected to provide your own IT equipment, furniture, heating, lighting, etc. You will not be compensated for any calls made from your own personal telephone unless mass calls have been made and you can prove this on your telephone bill.

4. Responsibilities

You are responsible for your health and safety in your own home such as the safety of the flooring, electricity supply, heating and general housekeeping.

5. Personal details and safety

You are advised only to release your home address and telephone number to other colleagues and must not meet volunteers, tenants, suppliers, partners or other customers at home.

6. Confidentiality and access

Equipment and files should only be accessible to the employee and safeguarded from access by other members of the household and visitors. It is unacceptable to email confidential or sensitive work to a personal email address but instead you should log into the Citrix server to access work from home.

7. Health and safety

The Group has a duty to protect its colleagues' health and safety at work in accordance with the provisions of the Health and Safety at Work Act 1974 and the regulations made under it.

8. Travel costs and other expenses

Claims may be made for travel to appointments from home but the normal deduction will be made for your usual commuter miles from home to office.

EXPENSES/ALLOWANCES PROCEDURE

1. Introduction

This procedure describes how colleagues should claim reimbursement for legitimate expenses incurred whilst on official duty on behalf of the Group.

2. Responsibilities

It is the responsibility of the colleague claiming expenses to complete the expenses form on Cascade. Colleagues should note that each expenses form must relate to an individual month and not combine a number of months on one form.

It is the responsibility of the approver (normally Operational or Business Leader) to check the form has been properly completed. They must also qualify that the claim is reasonable and necessarily incurred. The line manager should then approve payment.

It is the responsibility of the claimant to have expenses submitted and approved by the 7th of the month (for example - April mileage claims should reach us by 7 May in order to be included in May salary). Late claims received after this date will not be processed until the following month.

All claims for a financial year are to be submitted within one month of the financial year end.

Colleague claims submitted more than six months after the expenses were incurred will be paid only where within the same financial year and with the express approval of the Chief Executive. Claims in respect of any financial year are to be submitted within one month of that financial year end.

3. Method of operation

Mileage

The Group will only authorise use of a private car (or motor cycle) for business where colleagues have adequate insurance cover which indemnifies Fife Housing Group. Colleagues are required to update Cascade with their vehicle information and upload insurance documentation (which includes business use) timely and as insurance is renewed.

For the avoidance of doubt, it is the responsibility of the employee to ensure at all times that they are insured to use the vehicle in the course of their employment.

In respect of casual car users, the normal mode of transport for longer journeys is standard class rail travel. However, where it can be demonstrated that there would be a saving to the Group in travel costs, time or inconvenience, travel by car in the case of authorised users is permitted.

In order to qualify for payments, all journeys which are claimed for must be 'necessary' for the performance of the job.

4. Travel allowances

The Group will reimburse colleagues for reasonable expenses incurred whilst attending training courses/meetings etc. on the production of the necessary receipts.

Colleagues attending conferences will be expected to apply for mileage claims in the normal manner. The Group will not pay any additional overtime/TOIL where colleagues choose to travel the night before to a conference venue.

5. Receipts

Colleagues are required to provide receipts covering all expenditure. However, it is acknowledged that it is not always possible to obtain receipts for shared taxi fares etc. and the reimbursement for these will be permitted without receipts following discussion with the HR team.

CAR USER ALLOWANCE POLICY

1. Introduction

This policy covers colleagues who may be required to use their own vehicles for work purposes and considers “essential users” and “casual users”.

2. Responsibilities

Manager’s responsibilities include:

- Promoting this policy and helping colleagues to avoid unnecessary journeys and minimise waste.
- Ensuring that claims are authorised appropriately.
- Reviewing colleague travel and ensuring allowances remain appropriate.

Employee’s responsibilities include:

- Planning their work and journey to avoid unnecessary travel.
- Accurately recording journey details and submitting claims appropriately and promptly.
- Making use of the most effective method of transport – considering time, cost and environmental impacts.

3. All users

Anyone who drives for Fife Housing Group in their car or company van must hold a current, full driving licence. If a colleague gets any points on their licence, or are banned from driving they must notify their line manager immediately.

If you use your own vehicle it must be roadworthy, adequately insured and include cover for business use.

- All colleagues who drive for the Group must adhere to the Fleet Management Policy.
- All colleagues are required to plan their workload, as far as is reasonably practical, to minimise the number of journeys they make as part of their jobs.

4. Essential car user allowance

The essential car user allowance takes the form of an annual lump sum, paid in monthly instalments through salary. In addition to the lump sum, reimbursement is made for necessary business mileage. These rates are reviewed annually.

The following criteria will determine eligibility for an essential user allowance:

- the job cannot be performed without immediate access to, and frequent use of, a vehicle; and

- the line manager can demonstrate a genuine job requirement to undertake several trips on most (i.e. an average of three or more) days of the week.

If someone does not meet the above criteria but can demonstrate that their mileage is in excess of 2,000 per year, their case will be reviewed by the Business Leader of that department and a proposal put to the Chief Executive for the Essential Car User Allowance to be paid. These criteria will be calculated on a pro rata basis for part time colleagues.

Payments of the allowance will be reviewed each year at, or around the end of, the financial year by the Human Resources Manager in conjunction with the Chief Executive and Business Leaders to ensure that the employee still meets the criteria for the allowance. Where a colleague no longer meets the criteria, payment of the allowance will cease immediately.

Mileage Rates

For Executive Team/essential car user's the following mileage rates apply:

Mileage Allowance	Engine Capacities
12p	Up to 1.49 litre engine
13p	1.5 litre – 1.99 litre engine
14p	2 litre engine and above
5p	Carriage of passengers (per mile/per passenger)
4p	Electric Car
24p	Motorcycle
20p	Bicycle

Colleagues who are not entitled to an essential car user allowance but feel they meet the criteria should raise this with their line manager.

Where it is not possible for a colleague to use a car for more than three months for reasons such as the result of an accident or the absence of a colleague through illness which prohibits their ability to drive, the monthly payments will not be paid. NB: in the case where a colleague is given notice due to illness e.g. ill health retirement, the payment will be reinstated during the notice period. It will not be reinstated in cases where the colleague gives notice to the Group that they wish to terminate their employment.

5. Casual users

Colleagues who are asked to drive for work and who are not essential car users will be authorised by the line manager to use their own car on a casual user basis.

Colleagues who use their own cars must be insured for business use. Casual users will receive reimbursement for business mileage at the casual user mileage rate (currently 45p per mile). These rates are reviewed annually.

6. Maternity leave

The lump sum Essential Car User Allowance will continue to be paid during maternity leave.

7. Claiming mileage

Colleagues who are required to travel outwith their normal place of work (i.e. Group office) should calculate their claimable mileage as being the journey from home to the first destination less normal home to work mileage.

LOYALTY AWARDS

Loyalty Awards

Recognition is based on a colleague's continuous loyalty to the Group.

The following periods are recognised:

- 10 years service; and
- 20 years service.

Recognition of loyalty

10 years Letter from Chairperson
 £50

20 years Letter from Chairperson
 £100

Procedure

The payment will be processed with your salary in the month you reach your 10 or 20 year anniversary.

The payments will be subject to deduction of tax and National Insurance contributions.

REDUNDANCY, SHORT TIME WORKING AND LAY OFF POLICY

1. Introduction

Where a redundancy situation arises, consideration may 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 layoff or short time working where this is appropriate; and
- considering applications for voluntary redundancy.

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

2. Assistance to employees

All employees under notice of redundancy will be given the following assistance by the Group:

- reasonable paid time off during working hours to attend interviews or to make arrangements for future training or employment; and
- access to secretarial and photocopying facilities to assist with the preparation of CV's/letter of application.

3. Redundancy payments

All colleagues, whose post becomes redundant, and where there is no suitable alternative employment available within the Group, and have a minimum of two years' service irrespective of hours of work, will receive a redundancy payment. Payments are based on length of service (up to a maximum of 20 years in complete years), and age as at the date of termination. Payments are enhanced beyond the statutory minimum scheme. The following table illustrates the calculation:

Age (yrs)	No. of weeks' pay per complete year of service.
Under 22	1 week's pay
22 – 40	1.5 weeks' pay
41 and over	2 weeks' pay

A week's pay for this calculation refers to basic contractual salary. The total payable is subject to any maximum payment allowed under the Code of Conduct. The redundancy payment is inclusive of any entitlement to a statutory redundancy payment.

A redundancy payment is given irrespective of, and in addition to, any payment, which may be made in-lieu-of-notice to terminate the contract.

An employee who leaves voluntarily during their contractual notice period will not lose their entitlement to a redundancy payment provided they leave with the Group's consent.

4. Appeals

If you do not believe you should have been selected for redundancy, you can appeal. Appeals will be heard by the Colleague and Governance Committee which will not take part in the selection of those to be made redundant.

5. Procedure for hearing appeals

- We will tell you about your right to appeal in the letter confirming your dismissal for redundancy.
- You must send your appeal in writing to the Colleague and Governance Committee through the Human Resources Manager within two working days of your letter of redundancy.
- The letter of appeal must clearly state why you want to appeal against your selection for redundancy.
- Appeal hearings will be heard without delay, and usually no later than 10 working days after receiving your appeal. We will give you at least two working days' notice of the time and place.
- At the appeal hearing, you may be accompanied by either a union representative, or a workplace colleague.
- The Colleague and Governance Committee will consider the issue in private after the hearing and make a decision as soon as possible, usually no later than five working days after the hearing. If your appeal is unsuccessful, we will give you written reasons.
- The decision of the Colleague and Governance Committee is final.

DISCIPLINARY PROCEDURE

1. Purpose

The purpose of this procedure is to help and encourage colleagues to achieve and maintain standards of conduct. This procedure applies to all colleagues. Mediation services may be offered at any stage throughout the procedure.

2. Informal action

In the first instance, and for minor issues, your line manager will approach you informally. To make sure that you are clear about what is required the meeting will be followed up with an informal action note and/or recorded in your 1-2-1. This will give details of the points discussed, actions required and any support and training provided. If informal action fails or the matter is more serious, we will use the following formal procedure.

3. The formal procedure

At any stage in the procedure, we will let you know the nature of the allegations against you and will give you the opportunity to state your case before any decision is made. We will also confirm the outcome to you in writing.

We will not take any disciplinary action against you until we have fully investigated the case. If dismissal is one of the possible outcomes of the disciplinary procedure, or if otherwise appropriate to allow investigation to take place or protect the Group, we may suspend you until we have carried out our investigations. We will write to you about the suspension which will be kept as brief as reasonably possible and be regularly reviewed. We will explain the progress of our investigation when reviewing suspension. During the suspension you will receive your normal pay.

We will not dismiss you if this is the first issue with your conduct unless you have committed conduct justifying dismissal without a prior written warning. In cases of gross misconduct you will normally be summarily dismissed without notice or payment in lieu of notice.

At all stages of the formal procedure you will be allowed to be accompanied by either your trade union representative or a fellow work colleague of your choice.

We will make all information and documents passed to the disciplinary officer/panel available to you and your representative before the hearing.

You will have the right to appeal against any formal disciplinary penalty imposed.

We can begin the procedure at any of stages 1 to 3, depending on the seriousness of the allegations against you.

For the purpose of the procedure to be followed, we will add together warnings given for different reasons.

Each year, the Board of Management will choose a Colleague and Governance Committee with full delegated powers to deal with appeals against dismissal. The members of this committee will stay the same throughout the period of office to make sure they are stable and consistent and treat employees fairly. However, in some circumstances, to make sure there is impartiality, we may involve suitably experienced committee members from outwith the Colleague and Governance Committee or equivalent.

We will allow only one postponement to a disciplinary meeting. If you do not turn up to the next available date given, the meeting will usually go ahead in your absence unless that is considered inappropriate in all the circumstances.

4. Formal procedure stages

Stage 1 – First written warning

If there is no improvement in the standard of conduct after informal action, or an act of misconduct of a more serious nature is committed, your line manager will interview you and you can explain your actions.

If the explanation is not satisfactory, you will receive a first written warning.

You will be told in writing about your right to appeal.

Stage 2 – Final written warning

If you are subject to a first written warning and, thereafter, there is no improvement or there is not the required improvement in the standard of your conduct, or whether or not you are subject to a first written warning, if you commit an act of misconduct of a more serious nature that warrants it, your line manager will interview you and give you an opportunity to explain your actions.

If the explanation is not satisfactory, you will receive a final written warning. We will give you written information about your right of appeal.

Stage 3 – Dismissal

If you cannot provide an acceptable explanation, we will dismiss you, with or without notice (as appropriate) if:

- there is still no improvement in the standard of conduct while you have a final written warning on your file; or
- there is an allegation of gross misconduct, or of misconduct of a sufficiently serious nature to justify dismissal in the absence of a final written warning.

The formal hearing will be carried out by the Chief Executive or other Business Leaders.

In cases of gross misconduct, we will dismiss you without notice or payment in lieu of notice.

We will give you written reasons for your dismissal, usually within five working days where reasonably practicable, and tell you the date on which your employment ends and give you details about your right of appeal.

5. Types of offences

The following are examples of the various categories of misconduct or poor performance (the list is not exhaustive). However, we will investigate individual cases and take action at the appropriate stage depending on the circumstances.

Misconduct – action taken at stage 1 of the procedure

- poor timekeeping (repeated lateness or leaving early);
- failure to let us know within a reasonable time the reasons for your absence in line with procedures;
- failure to carry out reasonable instruction; and
- failure to adhere to the group's values and behaviours.

Serious misconduct – action taken at stage 2 of the procedure

- deliberate damage or misuse of our property;
- deliberate unauthorised absence;
- unsafe working practices;
- deliberate and/or persistent refusal to follow reasonable instructions; and
- deliberate and/or persistent refusal to following the group values and behaviours.

Gross misconduct – action taken at stage 3 of the procedure

- theft or fraud;
- physical violence or bullying;
- being under the influence of drink or drugs while at work;
- fraudulent wage claims or falsifying records;
- unlawful discrimination or harassment;
- deliberately accessing internet sites containing pornographic, offensive or obscene material;
- serious insubordination;
- serious misuse of the Group's property or name;
- bringing the Group into serious disrepute;
- causing loss, damage or injury through serious negligence;
- a serious breach of health and safety rules; and
- a serious breach of confidence.

6. Authority to take disciplinary action

First written warning	- line manager
Final written warning	- line manager
Dismissal	- Business Leader or Chief Executive

7. How long the warnings stay on file

Stage 1 – First written warning. This will stay on your Employee File and is recorded on Cascade for six months.

Stage 2 – Final written warning. This will stay on your Employee File and is recorded on Cascade for 12 months.

8. Appeals

You have the right of appeal against any formal disciplinary action. We will tell you in writing when and how you can use this right when the warning is issued. No person involved in the original disciplinary decision should take part in the appeals hearing unless it is not possible to avoid this.

9. Appeals procedure

Appeals against any formal warnings up to dismissal will normally be made to the Business Leader or Chief Executive.

The Business Leader or Chief Executive will be entitled to:

- Increase the penalty;
- Uphold the current penalty or
- substitute a lesser penalty

If you are appealing against dismissal, you must do so to the Group's Colleague and Governance Committee through the Director of Operations (Secretary to the Colleague and Governance Committee).

The Group's Colleague and Governance Committee are members of our Board of Management and independent from the operational work within the Group.

You should make your appeal within five working days of our notice of the decision. All appeal hearings conducted at Business Leader level will normally be held within 10 working days of the appeal being lodged.

Appeal hearings heard by the Colleague and Governance Committee should normally be held within 20 working days (where possible).

The Colleague and Governance Committee will be entitled to:

- uphold the dismissal;
- overturn the dismissal and order reinstatement; and/or
- substitute a lesser penalty which may include redeployment to a demoted role.

10. Colleague and Governance Committee appeals

The Colleague and Governance Committee is the final stage of the disciplinary procedure available.

GRIEVANCE PROCEDURE

1. Introduction

We want to make sure that colleagues have the opportunity to raise grievances and disputes so they can be resolved, where possible.

We hope to settle most problems quickly through constructive informal discussions. However, we know we need a formal procedure designed to meet those circumstances which cannot quickly be resolved through informal discussion or which are inappropriate to be dealt with by informal discussion.

2. Representation

At all formal stages of the grievance procedure, you will have the right to be accompanied by either your trade-union representative or a fellow work colleague.

3. Right of appeal

You have the right to appeal against any formal decision taken on a grievance issue. Notice of your right of appeal will include details of the time limit within which you must make the appeal.

4. Until the matter is resolved

If you want to use the grievance procedure, both parties will agree that no changes or action will be made or taken until the grievance is resolved.

5. Informal stage

If you have a concern related to your employment, you should discuss this first with your immediate line manager or another manager/Operational Leader.

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

6. Formal procedure

Stage 1

You should first raise your grievance with your line manager, who will meet with you to hear about your grievance and will try to resolve the matter within five working days, if possible.

We will keep a written record of your grievance and any proposed solution in your employee file and Cascade.

Stage 2

If the matter is not resolved to your satisfaction within the time agreed, you should raise a stage 2 grievance in writing, asking for a meeting with a more senior manager.

The more senior manager will hold a meeting, usually within five working days of your request and carry out an investigation to give you a decision, usually within five working days of the meeting.

A written record of your grievance and any proposed solution will be recorded in your employee file.

Stage 3

Appeals will be to a Director or Chief Executive unless where the grievance is regarding the Chief Executive which in that case would be heard by the Colleague and Governance Committee.

You should appeal in writing within seven days of receiving notice of the decision, stating the reasons for your appeal.

The hearing will be arranged, usually within 20 working days, where possible. After hearing the grievance, the relevant Director or Chief Executive will give their decision in writing to you, usually within five working days of the date of the hearing.

This is the final stage of the appeal process.

7. Grievances raised after your employment has ended

If you raise a grievance after your employment has ended, or if your employment ends while you have a live un-concluded grievance, we will usually consider it and respond to you in writing (without holding a meeting).

8. Collective grievances

You should first raise these at Stage 2.

If the issue is not sorted out after going through the internal procedure, either you or we may refer the matter to The Advisory, Conciliation and Arbitration Service (ACAS) conciliation. Timescales may be amended at each stage of the procedure.

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ABSENCE POLICY AND PROCEDURE

1. Introduction

The Group recognise that colleagues will, on occasions, be absent from work through ill health. However, we also have a duty to provide a reliable service to our tenants and customers. Therefore, the Group needs to ensure that it helps colleagues maintain the highest possible level of attendance.

In these circumstances, there are procedures which need to be followed and these are set out below. Absenteeism can have a substantial impact on the Group's level of customer service and repeated sickness absence also places additional pressure on other colleagues. It is the Group's duty to its tenants, customers and colleagues to ensure that disruption to the Group caused by sickness absence is minimised. It is also the Group's responsibility as an employer to support colleagues when they are ill and assist them with a speedy return to work wherever possible.

All colleagues are eligible to statutory sick pay, which is subject to qualifying periods. A rolling year is used to calculate sick pay. In most cases, contractual sick pay will also be paid to colleagues who qualify, as outlined in the Sickness Benefit Scheme. In exceptional circumstances, the Group reserves the right to withhold Contractual Sick Pay if a colleague lies about their absence, falsifies documentation relating to absence or fails to follow the absence reporting procedure. Where this comes to light, and is proven, colleagues can be subject to disciplinary action up to the level of dismissal and contractual pay withheld.

It may be the case that a colleague's sickness is disability-related. Such cases will be managed in accordance with the Disability Discrimination legislation within the Equality Act and related Codes of Practice. This will include considering any reasonable adjustments to support the colleague in being able to continue with their role.

Colleagues who are ill will be treated sympathetically and every effort will be made to assist recovery and safeguard employment, whilst managing sickness absence in accordance with the Policy. However, formal action may be taken with regard to sickness absence/attendance levels.

At all stages of the sickness absence process colleagues are expected to attend meetings and engage with their manager in assisting a return to work and to achieve the required attendance levels.

The responsibility for monitoring and controlling sickness absence lies with line managers and with those to whom the day-to-day supervision of colleagues is delegated. However, all colleagues have a responsibility to report sickness absence to their line manager.

2. Aims and scope

This policy and procedure applies to:

- all colleagues, and all colleagues are expected to comply with this policy; and
- absence from work due to personal sickness, or injury whilst at work or elsewhere but does not apply to sickness of family members/dependents, bereavement, dental or hospital appointments.

This policy and procedure **does not** apply to:

- unauthorised absence which is considered misconduct and will be considered in accordance with the Disciplinary Procedure.

3. Principles

The principles of the policy and procedure are to ensure:

- fair, and equal treatment appropriate for all colleagues by adhering to the principles of best practice;
- a consistent, objective and sensitive approach;
- that colleagues understand the consequences of continued sickness absence; and
- the highest level of confidentiality at all stages of the informal and formal procedures.

4. Reporting sickness absence

The onus lies with all colleagues to keep their line manager informed of the reasons and progress of all absences. All colleagues, regardless of level in the Group, are responsible for ensuring that they follow the correct certification and reporting of sickness. Absence (or expected absence, i.e. for planned medical procedures) should be reported to their line manager or, if their line manager is not available, to their Business Leader, as soon as reasonably practicable and within one hour of their normal starting time. It is not acceptable to leave messages on answer machines, have another colleague pass on their absence or to send a text message or email. Colleagues are expected to call their line manager at least once a week during periods of absence.

At the time of reporting sickness, colleagues are expected to report as much detail as possible with regards to their absence i.e. nature of illness, expected duration of absence and details of outstanding or urgent work and agree with their line manager how often they will remain in contact during their absence. Where a colleague fails to keep in contact, the line manager will initiate and maintain contact with the colleague.

Where colleagues do not follow reporting, certification, or keeping in touch arrangements, the Group may withhold sick pay. Failure to comply with these requirements may also lead to a disciplinary action against colleagues in accordance with the Group's disciplinary procedure. Similarly, if the Group suspects colleagues have falsified their absence or have deliberately misled the Group, disciplinary action will be taken against the colleague. In serious and/or repeated cases, it may lead to dismissal.

Where a colleague becomes ill while at work and feels too unwell to continue working, they must speak to their line manager before they leave work (or as soon as is reasonably practicable).

A Self-Certification form should be completed for sickness absence which is up to seven consecutive calendar days. This form must be completed and signed by the colleague upon return to work.

If the absence does or is likely to exceed seven calendar days (including non-working days), they must obtain a Statement of Fitness for Work (Fit Note) from a GP in order to be paid sick pay. The original should be marked private and confidential and forwarded to Human Resources as soon as possible.

If the doctor ticks the 'may be fit for work' box, colleagues will meet with their line manager to discuss any adjustments suggested. Although colleagues are not obliged to follow the doctor's advice, their line manager will give consideration to reasonable adjustments to help colleagues return to work. However, if their line manager cannot agree about the adjustments, colleagues will have to stay off sick.

If the line manager agrees a phased return to work, the days colleagues are still off sick within the agreed period will count as one period of absence.

It is important that colleagues report all accidents or incidents at work as soon as possible to their line manager. This is a statutory duty that the Group has to fulfill, this also provides an important source of information to enable us to monitor and control the risks to its colleagues.

Line managers are responsible for inputting and following procedures on Cascade on the first day of a colleague's absence, failure to do so may result in disciplinary action being carried out.

5. Return to work

A return to work interview will be carried out after each period of unplanned absence. This will be completed by the colleague's line manager (or another manager if they are not available) on the first day of their return to work. The return to work interview forms contain confidential information and may only be viewed by Human Resources, the colleague's line manager or any other managers/Business Leaders who deals with the case.

If a medical professional makes suggestions for any adjustments, these will be discussed at a return to work interview, along with any suggestions that the

colleague or line manager could have also made. Although the Group is not bound by the doctor's suggestions, efforts will be made to accommodate the colleague's prompt return, if reasonable. If any adjustments are made, timescales and reviews will also be agreed.

Having maintained attendance records, Business Leaders will be expected to provide and discuss monthly aggregated statistics at departmental meetings with colleagues.

6. Managing short term absence

Persistent short-term absence is where a colleague takes time off for odd days or short periods of sickness. Short-term absences are normally defined as lasting for less than 11 consecutive calendar days. In determining any action to be taken, the pattern as well as the total amount of sickness absence will be considered.

There are both informal and formal stages to the procedure in managing short term sickness absence.

Trigger points are set to indicate when management action is required, however, each case will be dealt with on its merits. The purpose of having trigger points is to set the framework for a consistent approach to managing sickness absence.

Where a colleague's level of absence reaches the trigger points, or where it is established that a pattern of absence is emerging i.e. frequent absence during specific times of the year or after specific events, i.e. weekends or bank holidays, the colleague's record will be reviewed by their line manager in conjunction with Human Resources. This will initially be an informal review meeting where their line manager will highlight their concerns.

Where this fails to secure an improvement, the Group may issue a first written warning. This will usually be in effect for six months but longer duration may be specified where appropriate. If the required improvement is not achieved in this period, a final written warning will be issued. This will usually apply for 12 months, but in the event of unsatisfactory attendance at any stage within that period, the Group may escalate the process to an Attendance Hearing, which may include consideration of a range of options, including dismissal.

If at any stage during this process it becomes apparent that an underlying health issue is involved, then the alternative procedure for dealing with long-term sickness absence will be used. Before dismissing a colleague for poor attendance, medical advice will be sought.

Absence periods related to pregnancy will not be counted for the purpose of the absence process. Absence relating to a "disability" may not be counted where the Group considers it would be unreasonable to do so.

7. Trigger points

Stage	Trigger	Outcome
1	Three periods of absences or 11 days sick leave, either self-certified or with medical certificate within a 12 month period. Any other unacceptable pattern of short term absence.	Informal review
2	Two periods of absences or six days sick leave in the next six months	First written warning
3	Two periods of absences or six days in the six months after Stage 2	Final written warning
4	Two periods of absences or six days lost in the six month period after Stage 3	Dismissal

8. Stage 1 – informal review

This will be an informal meeting which should be carried out as soon as possible after the colleague returns to work following breach of absence periods as detailed in Stage 1 of the table above. The line manager, having reviewed the absences, will discuss their particular concerns in relation to the sickness absence with the colleague. The Human Resources Manager may be in attendance for these meetings.

This meeting should ideally take place as part of the return to work interview.

Following the meeting, the Human Resources Manager will write to the colleague confirming any outcomes, and expiry date.

If the colleague's attendance is satisfactory at the date of expiry, no further action is required.

If, during the monitoring period the colleague's absence level fails to improve, then formal action may commence.

9. Stage 2 – first written warning

Stage 2 meeting will be held where the required level of attendance has not been met during the informal stage or on the fifth period of absence or a further six days absence since the informal review meeting and within the six month review period.

At the meeting, a further review period will be agreed (usually six months).

10. Stage 3 – final written warning

If the attendance levels do not improve within the review period, e.g. there are two more periods of absence or six days lost, then a meeting should be arranged with the line manager to discuss this and the colleague must take all reasonable steps to attend the meeting. This will take the form of a panel hearing.

The colleague will be informed in writing of their right to be accompanied by an appropriate representative.

The line manager will present the evidence relating to the persistent absence and detail the steps taken to support the colleague in improving their attendance levels. The colleague will be given the opportunity to respond to this and to offer any further mitigating circumstances.

The usual options following a Stage Two meeting is a final written warning which will be kept on file for a period of **12 months**. If a further warning is issued, a timeframe for an improvement in attendance will be set and the attendance level will continue to be closely monitored and reviewed at regular intervals. This does not preclude dismissal at a later stage if attendance fails to improve.

The colleague will have a right of appeal.

11. Stage 4 - dismissal

If the attendance levels do not improve, then the line manager should progress to Stage 4 and a further meeting should be arranged.

The colleague will be informed in writing of their right to be accompanied by a trade union representative or worker representative and that their job may be at risk.

The line manager will present the evidence relating to the persistent absence and detail the steps taken to support the colleague in improving their attendance levels.

The colleague will be given the opportunity to respond to the evidence presented and to offer any further mitigating circumstances.

If a decision is taken to terminate employment on these grounds then the colleague will be dismissed with notice which will be paid in lieu.

After the hearing, the colleague will be notified in writing of the outcome. The colleague will be advised of their right to appeal against their dismissal.

12. Managing long term sickness absence

By its very nature, long-term sickness absence is easy to recognise, but there are additional issues to consider. Decisions should be taken in the light of medical evidence, the individual circumstances of the case and on the basis of balancing both the needs of the Group and the current and future capabilities of the colleague.

Managers must also be aware that the Disability under the Equality Act 2010, may apply in these circumstances.

For any colleague who has been, or is expected to be continually absent for a period of four weeks or more due to sickness or injury, the line manager should consider the facts of the case, request a GP or Occupational Health referral and plan a review of the absence.

Throughout the duration of the colleague's absence, it will be expected that they will keep in touch and advise of progress. Managers will also seek to obtain medical reports and assessments at appropriate junctures during the absence and will arrange to discuss these with the colleague when received. Medical reports may also be requested where the colleague may be suffering from an underlying medical condition even though they have not been off sick for a prolonged period. The line manager may ask the colleague for consent to obtain a medical report from the colleague's GP or other medical professional, and/or refer the colleague to an occupational health provider for a medical assessment. Where colleagues refuse access to medical records or do not turn up to an independent medical assessment, the process will be managed and decisions made based on the information available at the time.

Where a colleague is off on long term sick leave, it may be necessary to visit them in their own home. The visit will discuss the on-going absence from work and what, if any, support can be given to facilitate a return to work and for consideration, if a return to work is not realistic in the foreseeable future, of dismissal on capability grounds. No such dismissal will be carried out without a capability hearing of which prior notice is given. The meeting may also take place within the Group's offices or another mutually agreed venue.

In cases where dismissal through medical incapacity is being considered, full discussions with the colleague will take place first, and they will be afforded the opportunity to express views on such a course of action. Alternatives to dismissal will always be considered where appropriate, such as reasonable adjustments and/or redeployment to any current vacancies the Group may have, in line with business needs.

If, at any stage during the formal procedure, it becomes apparent that a colleague may not be able to continue in their existing post, but would be capable of performing another role, this should be discussed with them and a suitable alternative role sought, following medical advice. There are, however, no guarantees that a suitable role will be available. Other possible alternatives may include part time working or a reduced level of role.

The colleague will have the right to be accompanied by an appropriate representative at all formal meetings.

Where the illness is terminal, a different approach may be appropriate. In such cases, please seek the advice of the Human Resources Manager.

13. Stage 1

The line manager should write to the colleague at the point of four weeks of continuous sickness absence to arrange a meeting to review their attendance. The line manager needs to be sensitive to the needs of the case. Where appropriate in the circumstances and consent is given, it may mean that the meeting takes place at a neutral location, or the line manager may visit the colleague's home.

The colleague will be informed of their right to be accompanied and of the purpose of the meeting.

Following the meeting, the line manager should write to the colleague confirming the outcomes, date for review and a date for a Stage 2 meeting, if applicable.

If the colleague returns to work within the review period, there may be no need to hold a further formal review meeting, but the manager and individual should meet upon the colleague's return for a "return to work" interview and to consider any action that needs to be taken to prevent further absences.

14. Stage 2

If the colleague does not return to work within the review period, a further meeting should be held to assess any changes to the situation and to help plan for the future. The colleague must be advised in writing of their right to be accompanied and the purpose of the meeting.

At the meeting the line manager should:

- consider referring or re-referring the individual for assessment by Occupational Health and/or requesting consent to obtain GP's report;
- consider or reconsider any medical information or advice available;
- consider whether a DDA assessment needs to be carried out;
- set a date for reviewing the situation again (a month ahead or other more suitable interval); and
- as appropriate advise the colleague that ongoing absence may lead to their continued employment being at risk.

Following the meeting, the line manager will write to the colleague confirming the outcomes and date for review.

If the colleague returns to work within the review period, there may be no need to hold a further review meeting, but the line manager and colleague should meet upon the colleague's return for a "return to work" interview and to consider any action that needs to be taken to prevent recurrence.

15. Stage 3

Where the colleague is still unable to return to work following a Stage 2 meeting or where the circumstances of the ill health means a move to Stage 3 is

appropriate, a meeting will take place with the Business Leader and Human Resources. Where it is necessary, for example to ensure that the needs of the business, the Group reserves the right to hold a Stage 3 meeting if the colleague is no longer capable of performing the job they are employed to do. This course of action may be taken before sick pay is exhausted.

Prior to this meeting, the colleague must be notified in writing of the details of the absence, that dismissal on the grounds of ill health may be the outcome and of their right to be accompanied.

The purpose of the hearing will be to review the colleague's absence record, to assess whether it is sufficient to justify dismissal on ill health grounds and to consider alternatives where appropriate.

The Business Leader will present the history of the case and the steps taken to facilitate a return to work. The colleague will have the opportunity to present any mitigation.

After the meeting, the colleague will be notified in writing of the outcome. If the outcome is dismissal on ill-health grounds, they will be advised of their right to appeal against their dismissal.

If the colleague is not dismissed, then a timeframe for an improvement in attendance will be set and the attendance level will continue to be closely monitored and reviewed at regular intervals. This does not preclude dismissal due to ill-health later if attendance does not improve, or if the improvement is not sustained.

16. Appeal against dismissal

Colleagues have one right of appeal against any level of written warning or dismissal.

Appeals against any formal warnings up to dismissal will normally be made to the Business Leader/Chief Executive.

If a colleague is appealing against dismissal, they must do so to the Group's Colleague and Governance Committee through the Director of Operations (Secretary to the Colleague and Governance Committee).

The Colleague and Governance Committee are members of our Board of Management and independent from the operational work within the Group. The colleague should make their appeal within five working days of our notice of the decision. All appeal hearings conducted at Business Leader level will normally be held within 10 working days of the appeal being lodged.

Appeal hearings heard by the Colleague and Governance Committee should normally be held within 20 working days (where possible).

The Colleague and Governance Committee will be entitled to:

- uphold the dismissal;
- overturn the dismissal and order reinstatement; and/or
- substitute a lesser penalty which may include redeployment to a demoted role.

17. Return to work interview

A return to work interview should be carried out after every period of absence no matter how short in duration. The purpose of the discussion is to establish, as far as is reasonable, the reasons for absence and to ensure the colleague is fit to return to work.

The line manager should also check that, where the reason for absence was a communicable illness, the colleague is outside of any period of time during which they may pass the condition to colleagues, customers or clients.

The line manager should check there is no requirement to report an illness under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 1995. The line manager should inform the colleague of any handover arrangements to be exercised.

A record of the discussion should be completed on a Return to Work form and passed to Human Resources.

18. Back to work plan/reasonable adjustments

Where such a plan is needed, a meeting should take place between the colleague, line manager and Human Resources Manager to discuss the return to work taking into account the considerations below. The plan should be agreed and signed by both the colleague and line manager.

Wherever possible, colleagues should be given as much support as possible to return to work, in some circumstances it may be appropriate to put in place a phased return to work. This should be considered on a case by case basis in conjunction with the GP/OHS and the Human Resources Manager.

This may include a reduction in hours for a period of rehabilitation, reasonable adjustments to the workplace, reasonable adaptations to premises and equipment and possible temporary reallocation of duties. This assessment should be done in consultation with Human Resources.

A phased return plan of longer than four weeks in duration and payment of usual salary will only be made with Business Leader approval. Phased returns longer than four weeks will require colleagues to use Annual Leave to cover the lost salary time.

19. Dishonest absence

If the colleague is found to falsify or exaggerate their absence, this will be treated as

gross misconduct. An investigation will be carried out in accordance with the Association's disciplinary procedure and disciplinary action may be imposed, including dismissal or future withdrawal of the Group's sickness benefit.

20. Other procedural issues

Absence and holidays

If the colleague is on annual leave and falls sick, it is possible to override the annual leave and process sick leave and sickness allowance (where the employee is eligible) instead. In these circumstances, a doctor's certificate to confirm the illness/injury must be obtained by the colleague.

If the colleague is on sick leave and goes on holiday, the line manager will investigate whether this is appropriate considering the reason for the colleague's absence. Depending on the outcome, the disciplinary procedure may be instigated.

Medical appointments

Doctor, dental and hospital appointments should be arranged outwith working hours. If it is not possible, then colleagues should request time off from their line manager. Arrangements could include using annual leave, TOIL or unpaid time off. In some circumstances managers could also use their discretion and consider giving paid time off.

Home visits

Where a colleague is off on long term sick leave, it may be necessary to visit them in their own home. The visit will discuss the on-going absence from work and what, if any, support can be given to facilitate a return to work and for consideration, if a return to work is not realistic in the foreseeable future, of dismissal on capability grounds. No such dismissal will be carried out without a capability hearing of which prior notice is given. The meeting may also take place within the Group's offices or another mutually agreed venue.

Conduct whilst off sick

When on sick leave, colleagues are still expected to adhere to the terms in their contract of employment. Colleagues are still bound by the duties of fidelity and are expected not to participate in activities that would be at odds with their medical condition, or their employment with the Group. Any breach in respect of this will be dealt with under the Group's disciplinary procedure.

Cosmetic procedures

Absence due to cosmetic procedures (whether carried out in the UK or abroad) will not fall under the sick leave or sickness allowance scheme unless it is recommended by

health professionals. In these cases, colleagues should request time off and agree with their line manager how the absence will be processed, e.g. annual leave or unpaid leave.

IVF treatment

Absences resulting from IVF treatment will not be processed as sick leave or pay. The same relates to a partner or a person that is undergoing such treatment. Instead, colleagues should discuss with their line manager how time off for the treatment could be accommodated, e.g. annual leave, flexi time or unpaid leave. Absence relating to IVF treatment will also not be treated as relating to pregnancy unless the colleague falls pregnant.

Stress management

If a colleague goes off sick with stress, the manager will endeavour to find out the underlying cause so that it can be determined whether conditions at work cause or contribute to the condition, and whether action can be taken to assist in a return to work. If the absence is certified by a doctor, the manager may ask the colleague's doctor to clarify the underlying cause for stress, if known.

Where appropriate a Wellness Action Plan will be put in place to help manage colleagues back to work following absences of stress related illness.

ALCOHOL, DRUGS AND SUBSTANCE MISUSE POLICY

1. Introduction

The Group has adopted a policy on Alcohol, Drug and Substance Misuse in the workplace to protect the health and welfare of all its colleagues to ensure that they are fit to carry out their job safely and effectively in an environment free from alcohol and drugs misuse.

The Group reserve the right to carry out random drug and alcohol testing. This will be carried out by an external occupational health advisor.

2. Policy aims

The Alcohol, Drug and Substance Misuse Policy aims:

- to seek to ensure the safe and capable working practice in relation to alcohol and drugs and in line with the Health and Safety at Work Act 1974;
- to ensure all colleagues are aware of their responsibilities regarding alcohol and drug misuse and related problems;
- to encourage colleagues who are experiencing alcohol, drug and substance related problems to seek appropriate assistance at the earliest opportunity; and
- to ensure that colleagues who have an alcohol or drug related problem affecting their work are dealt with fairly and consistently.

3. Policy principles

- colleagues who have an alcohol or drug/substance related problem will be encouraged to seek help and treatment;
- colleagues who are perceived to have an alcohol or drug/substance related problem will be offered the opportunity to seek assessment and, if necessary, treatment;
- colleagues who decline offers of a referral for assessment or treatment or who prematurely discontinue treatment and whose work performance continues to be unsatisfactory or who continue to exhibit signs of being under the influence of alcohol or drugs at work will be subject to the Group's disciplinary procedure;
- in cases of relapse during or following treatment, each case will be considered on its merits and, if considered appropriate, a further opportunity of assistance may be offered; and
- loss of driving licence due to driving over the legal alcohol limit or being under the influence of drugs can have repercussions on employment. Where a colleague has to drive as a requirement of their job, this may result in termination of their employment.

4. Confidentiality

Colleagues with alcohol or drug/substance problems who are referred for treatment will be dealt with in the strictest confidence.

5. Roles and responsibilities

It is the responsibility of all colleagues to ensure that the policy operates effectively.

6. Roles

Role of line managers

- to be familiar with the policy relating to alcohol, drug and substance misuse;
- to be alert to and to monitor changes in work performance, attendance, sickness and accident patterns;
- to take an objective and non-judgemental approach when counselling or interviewing colleagues;
- to refer colleagues for assistance when appropriate;
- to refer to the Group's disciplinary procedure where appropriate;
- to be responsible for maintaining a safe and healthy workplace; and
- to act promptly on information from colleagues.

Role of the employee

- to ensure you understand the policy and your responsibilities;
- to arrive at work free from the effects of alcohol and drugs/substances;
- to ensure alcohol is not consumed during work hours (this includes lunch and break times), except where approval has been granted in advance by the Chief Executive for colleague social functions. Equally, when external entertaining, colleagues consuming alcohol must not return to duty while under the influence of alcohol;
- to avoid covering up for or colluding with colleagues;
- to urge colleagues to seek help if they have problems arising from alcohol or drug/substance misuse;
- to seek help where they themselves have problems from alcohol or drug/substance misuse;
- to not use illegal drugs or substances;
- to be responsible for maintaining a safe and healthy workplace; and
- to report any incidence of the problem amongst colleagues to management.

7. Procedure

If an employee voluntarily decides to seek help, they should speak to their line manager who will discuss the implications of the proposed support on the individual's employment and may assist the employee in arranging an appointment with an approved counselling service.

8. Referral by management

Where a colleague is known or suspected to be in a condition at work attributable to alcohol or drugs, the line manager will interview the colleague in the normal course of endeavouring to rectify work performance or difficulties.

If the line manager believes that the colleague could benefit from a programme of treatment for alcohol or drug/substance misuse they will offer the colleague a referral to an assessment/counselling service as an alternative to taking disciplinary action. If the colleague rejects the offer of referral, normal disciplinary measures will be applied.

Where referral is accepted by the colleague, an interview will be arranged with an appropriate assessment/counselling service, which will report back indicating the outcome of the assessment interview(s) and, if relevant, what co-operation is required to facilitate recovery.

It is emphasised that disciplinary action is only suspended pending a satisfactory outcome of assessment and treatment. If, however, the counselling service indicates that no alcohol or drug related problem exists, or should the colleague cease to co-operate in any way with the counselling service the suspended disciplinary action will be enforced. Normal disciplinary or workplace requirements will apply to anyone attending counselling services.

It should be noted that being under the influence of alcohol and drugs or substances at work is dealt with as Gross Misconduct under the disciplinary procedure.

If the course of agreed treatment is satisfactorily concluded, the suspended disciplinary action may be dropped.

9. Relevant legislation

- Misuse of Drugs Act 1971
- Health and Safety at Work Act 1974

10. Supporting agencies

Drug and Alcohol Project Limited (DAPL)

Telephone: 01333 422277

1-2 Parkdale Avenue, Leven, KY8 5AQ

Fife Alcohol Support Service (FASS)

Telephone: 01592 206200

17, Tollbooth Street, Kirkcaldy, KY1 1RW

National Drug Helpline

Telephone: 0800 776600 (Freephone number)

PERFORMANCE IMPROVEMENT POLICY AND PROCEDURE

1. Introduction

This policy is intended to encourage and where possible, to assist colleagues to maintain effective performance in their job roles. Support that may be made available includes 'on the job' training, formal training courses, increased support and supervision, assistance from a more experienced colleague and access to other professionals who may be able to assist in helping colleagues to achieve and sustain a satisfactory level of performance.

It is recognised, however, that satisfactory performance may not always be delivered, and this policy provides a framework for managing such instances fairly in the event that our normal performance management procedures fail to acquire the required standard of performance.

The Performance Improvement Policy will be referred to when there is a performance or capability issue with a colleague. For a potential misconduct issue the Disciplinary procedure should be referred to, for a sickness absence the Absence Policy and procedure should be referred to.

2. Principles

The following principles govern the operation of this policy.

- Be clear and understood by all colleagues
- Be fair and equitable and non-discriminatory
- Reflect the needs of our organisation
- Reflect statutory requirements and best practice
- Be flexible and adaptable to changing needs

3. Objectives

The objectives of this policy are:

- To support colleagues to achieve the required standard of performance
- To reaffirm the Group's commitment to adopt fair and reasonable employment practices
- To establish and develop a consistent framework to manage poor performance

4. Process

The first stage in dealing with poor performance is to determine whether the matter is one of capability or misconduct. This can normally be ascertained by discussion between the colleague and their line manager. Incapability is where the employee has received all necessary training, support and appropriate resources but still cannot achieve a satisfactory level of performance.

If a colleague fails to reach the required standard of performance as a result of carelessness, negligence or lack of effort, this will be treated under the disciplinary procedure as misconduct.

5. Informal Procedure

The colleague's line manager/supervisor will investigate the cause of the colleague's poor performance. The line manager/supervisor will give the colleague factual examples of their unsatisfactory performance and the colleague will be asked for their input, which will subsequently be followed up and checked where appropriate and within a reasonable timescale.

Where the reason for unsatisfactory performance is lack of the required skills, the colleague will be assisted through training/coaching/mentoring and be given reasonable time to reach the required standard of performance. If it is identified that there is a lack of support, tools or other resources or facilities, where reasonable this will be rectified as a matter of priority. The line manager/supervisor will record the action taken as a result of the meeting in writing on the Performance Improvement Plan (PIP) (see below).

6. Formal procedure

Where a colleague is still unable to reach the required standard of performance following the informal process above, the line manager will give consideration to escalating the issue through the formal procedure outlined below:

7. Notice of a formal hearing

The colleague will be invited in writing to attend a meeting. The colleague will receive details about the performance issue(s), any evidence available, and that the outcome of the hearing may result in a formal warning.

The following table indicates the level of post that will decide the category of formal action.

Possible outcome and duration of warning	Hearing Manager level	Appeal Manager level
First written warning	Line Manager	Director
Final written warning	Line Manager	Director
Dismissal	Director/Chief Executive	Colleague and Governance Committee

A member of the Human Resources Team will participate in all formal meetings, hearings and appeals. Human Resources will be reasonable for issuing and holding confidential records of the proceedings. Hearings may be recorded and a copy issued to both parties.

8. Right to be accompanied

Colleagues have the right to be accompanied at any formal hearing by:

- a fellow work colleague
- a full time official of a trade union so long as they have been certified in writing by their union as having experience of, or as having received training in acting as a colleagues companion at a hearing. Such certification may take the form of a card or letter.

Colleagues must notify the Human Resources team of their intention to bring a representative prior to the meeting. The companion may not answer direct questions on behalf of the colleagues but is entitled to:

- address the meeting, and summarise the colleagues case
- reasonable time to confer privately with the colleague
- respond to any views expressed at the meeting.

Requests to rearrange meetings should be raised as soon as possible. Only one postponement will be granted. If a colleague does not present to the second arranged meeting the line manager has the right to hold the review meeting in the colleague's absence and make a decision based on the evidence available.

9. Formal hearing

The purpose of the hearing is to consider all the evidence available, and make a decision based on this. At the hearing, the colleague will have the opportunity to state their case and to respond to the concerns raised about their level of performance.

The manager leading the hearing may adjourn at any time if they consider that further investigation is required or if more time is needed to consider all the facts before making a decision. Discussions regarding the outcome of the formal hearing will normally be reached within 24 hours unless further investigation is required and/or the hearing is adjourned. Should an extension to this timescale be required an indication of the expected date of when the decision will be reached will be communicated.

Decisions given orally will be confirmed in writing normally within three working days including an explanation of any formal action taken and what improvements will be required. The colleague will also be notified of their right to appeal.

No formal action will be taken against a colleague until the facts are established including the colleagues version of events.

10. Hearing outcomes

Following consideration of all the presented information the manager will adjourn the meeting, and make a decision on whether a formal warning is to be issued. Where possible a decision will be given orally to the individual, and all decisions

will be confirmed in writing to the colleague on conclusion of the meeting. If a formal warning is issued it will be in accordance with the timescales below:

- First written warning - live for 6 months
- Final written warning – live for 12 months
- Dismissal

If a warning is issued it shall remain live on the colleagues file for the duration of the warning, and will detail the improvement(s) expected. A further PIP may also be used to monitor the colleague's progress and ensure that the required levels of support are being provided.

At the point of expiry of a formal warning, provided the performance concerns have been resolved satisfactorily, the warning will be exhausted. If the performance concern(s) continue following the issue of a formal warning, then consideration will be given to further escalating the concerns through formal routes.

11. Right to appeal

Colleagues have the right to appeal against any formal action. Colleagues making an appeal must submit, in writing, the grounds for their appeal to the Human Resources Manager within 5 working days of receipt of the review meeting outcomes. Appeals will be heard by a manager who has not previously been involved in the case and is more senior to the review manager. Colleagues will be notified of the appeal meeting in writing, and will have the right to be accompanied as outlined above. The decision reached within the appeal meeting will be considered final.

12. Salary scales

Colleagues who are on a performance management plan, disciplinary warning or have reached a disciplinary trigger point due to absence will be prohibited from moving up any scale points for the duration of one year. Only when warnings have been removed will the colleague be able to progress through scale points the following April.

GENERAL DATA PROTECTION REGULATIONS

1. Introduction

The Group is fully committed to complying with the requirements of the General Data Protection Regulation (EU) 2016/679 (the GDPR).

The Group recognises that the Act GDPR is an important piece of legislation to protect the rights of individuals on whom the Group keeps and uses personal data, whether on computer or within highly structured paper filing systems.

The Group will therefore follow procedures that aim to ensure that all employees, board members, contractors, agents, consultants, partners or other persons involved in the work of the Group and who have access to any personal data held by or on behalf of the Group, are fully aware of and abide by their duties and responsibilities under the GDPR and assist the Group in doing so.

2. Statement of policy

In order to operate efficiently and fulfil its functions, the Group must collect and use data about people with whom we work in order to provide our services. These may include: our tenants; residents; other customers; members of the public; current, past and prospective employees and board members; and suppliers. In addition, the Group may be required to collect and use certain types of data for legal compliance purposes. This personal data must be handled properly, irrespective of how it is collected, recorded and used, and whether it be on paper, in computer records or recorded by any other means.

The Group regards the lawful and correct treatment of personal data as very important to its successful operations and to maintaining confidence between the Group and the full range of stakeholders in our work. The Group will ensure that it treats personal data lawfully and correctly and in accordance with the GDPR.

3. Glossary of key terms

The following is a glossary of key terms in the GDPR:

- Information Commissioner's Office (ICO) – The ICO is the body responsible for enforcing and monitoring compliance with the GDPR.
- Controller - The organisation that determines the purposes for which and manner in which personal data is used, in our case, the Group.
- Data Subject – an identified or identifiable natural person e.g. tenant, employee, board member, suppliers, etc.
- Personal data is defined as any information relating to an identified or identifiable natural person who can be identified, directly or indirectly, in particular by, by reference to an identifier such as a name, an identification

number, location data, an online identifier or to one or more factors specific to this physical, physiological, genetic, mental, economic, culture or social identity of that natural person. The GDPR does not apply to information relating to deceased individuals. However, care must still be taken where such information could identify a living individual.

- Special Categories of Personal Data is defined as personal data revealing:
 - 1) racial or ethnic origin;
 - 2) political opinions;
 - 3) religious or philosophical beliefs;
 - 4) trade union membership;
 - 5) genetic or biometric data for the purpose of uniquely identifying a natural person; and
 - 6) sex life or sexual orientation.

Relevant Filing System - any structured set of personal data which are accessible according to specific criteria, whether centralised, decentralised or dispersed on a functional or geographical basis. For a paper record to be covered by the GDPR, it must therefore possess a high degree of structure, akin to a computerised record. The Group's paper records do not fall within the definition of relevant filing system for the purposes of the GDPR but the Group will nevertheless comply with the spirit and principles of the GDPR in handling its paper records.

Processing – any operation or set of operations performed on personal data, whether or not by automated means, such as obtaining, recording or holding data or carrying out any operation on personal data, including disclosure, restriction and destruction.

Stakeholder – includes current and former tenants; current and former board members; current and former colleagues, including any temporary or work experience appointments; residents; other customers (owners, applicants for housing, and others); consultants, contractors; agents; and partners.

4. Principles of data protection

The GDPR stipulates six principles relating to processing of personal data, which must be complied with (the Principles).

The Principles require that personal data:

- shall be processed lawfully, fairly and in a transparent manner in relation to the data subject and in particular, shall not be processed unless specific conditions contained within the GDPR are met;
- shall be obtained only for one or more specified, explicit and legitimate purposes and shall not be further processed in any manner incompatible with those purposes;
- shall be adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- shall be accurate and, where necessary, kept up to date;

- shall not be kept in a form which permits identification of data subjects for longer than is necessary for the purposes for which it is processed; and
- shall be processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

5. Handling of personal/special categories of personal data

The Group will, through appropriate management and the use of strict criteria and controls:

- observe fully the conditions regarding the fair collection and use of personal data;
- meet its legal obligations to specify the purpose(s) for which data is used;
- collect and process appropriate data and only to the extent that it is needed to fulfil operational needs or to comply with any legal requirements;
- ensure the quality of data used;
- apply strict checks to determine the length of time data is held and either archive or destroy it when it is no longer relevant or required;
- take appropriate technical and organisational security measures to safeguard personal data;
- ensure that personal data is not transferred abroad without suitable safeguards; and
- ensure that the rights of people about whom the data is held are respected and can be fully exercised by them under the GDPR and against the Group.

These include:

- the right to be informed that processing is being undertaken;
- the right of access to their personal data within the statutory time limit of one month;
- the right to rectify data regarded as being inaccurate or incomplete;
- the right to request the deletion or removal of their personal data in certain circumstances;
- the right to restrict further processing of personal data;
- the right to obtain personal data and reuse it for their own purposes across different services; and
- the right to object to processing in certain circumstances.

The Group will also ensure that:

- there is someone with specific responsibility for Data Protection within the Group. Our Director of Finance and Governance is the Group's identified person responsible for Data Protection;
- everyone within the Group who is managing and handling personal data understands that the Group is legally responsible for following good Data Protection practice and complying with the GDPR;

- everyone managing and handling personal data within the Group is appropriately trained to do so;
- everyone managing and handling personal data within the Group is appropriately supervised;
- anyone wanting to make enquiries about handling personal data, whether a colleague, tenant, other customer or stakeholder, etc., knows what to do;
- queries and complaints about handling personal data are promptly and courteously dealt with in accordance with our Complaints Procedure;
- methods of handling personal data are regularly assessed and evaluated;
- performance in relation to handling personal data is regularly assessed and evaluated;
- any third parties processing personal data on the Group's behalf have entered into a written agreement meeting the requirements of the GDPR; and
- data sharing with third parties is carried out under a written agreement, setting out the scope and limits of the sharing. Any disclosure of personal data must be in compliance with approved procedures.

All board members are to be made fully aware of this policy and of the Group's duties and responsibilities under the GDPR.

All colleagues within the Group will take steps to ensure that personal data are kept secure at all times against unauthorised or unlawful loss or disclosure and, in particular, will ensure that:

- paper files and other records or documents containing personal/special categories of personal data are kept in a secure environment;
- access to personal data is only provided on a "need to know" basis to those colleagues who require access for the purposes of fulfilling the requirements of their role within the Group;
- appropriate technical measures, including internet security, anti-virus software and firewalls, are installed and kept up-to-date;
- personal data held on computer systems is protected by the use of secure passwords, which have forced changes periodically and mandate strong password security; and
- individual passwords should be such that they are not easily compromised.

Further guidance for colleagues in handling personal data is contained within Appendix 1 to this policy.

All contractors, consultants, partners or other associates or agents of the Group must:

- ensure that they and all of their colleagues who have access to personal data held or processed for or on behalf of the Group, are aware of this policy and are fully trained in and are aware of their duties and responsibilities under the GDPR;
- ensure written agreements are in place regarding the processing of any of the Group's personal data on our behalf before any such personal data is disclosed. Any breach of any provision of the GDPR will be deemed as being

- a breach of the written agreement between the Group and that individual, company, partner or firm;
- allow Data Protection audits by the Group of data held on its behalf (if requested); and
 - indemnify the Group against any prosecutions, claims, proceedings, actions or payments of compensation or damages, without limitation.

All contractors who are users of personal data supplied by the Group will be required to confirm that they will abide by the requirements of the GDPR with regard to data supplied.

6. Disclosure of aata

The Group, in our role as a registered social landlord and employer, needs to share data with other organisations. While we will ordinarily only do this where the individual has provided their consent in the absence of another more appropriate legal basis for the sharing, we need not obtain prior consent where the personal data is required to be disclosed:

- as part of a fraud investigation;
- in order to comply with a legal obligation to which the Group is subject;
- in connection with the establishment, exercise or defence of legal claims; and
- anonymously for statistical or research purposes.

Where the Group is required to disclose personal data to an organisation on a frequent basis, it will enter into a data sharing protocol with such organisation prior to doing so.

7. Implementation of policy

It is essential the Group complies with the GDPR and does not obtain, process or store personal data for purposes other than those that have been notified to individuals. To ensure compliance with the GDPR, colleagues must be aware that this relates to data held on current, former or prospective: tenants; board members; customers; residents; applicants for housing; applications for employment; employees; pension administration; payroll; and supplier administration.

This section of the policy defines the responsibilities for Data Protection within the Group:

The Director of Finance and Governance has overall responsibility for Data Protection within the Group, and for ensuring:

- the provision of Data Protection training, advice and support for colleagues within the Group to ensure full compliance with the GDPR;
- relevant documentation on processing activities is maintained;
- the development of best practice guidelines;
- compliance checks to ensure adherence to the GDPR;

- any complaints in relation to alleged breach of the GDPR and this policy are handled appropriately; and
- requests from individuals to access personal data the Group holds on them are responded to in accordance with the GDPR.

Each Business Leader or Operational Leader has specific responsibility for personal data held on colleagues within their department; and

All colleagues have a responsibility to fully comply with the requirements of the GDPR and this policy. When involved in disclosing personal data to a third party, colleagues will confirm why the data is necessary, what it will be used for and who will have access to it once it has been disclosed.

A copy of this policy will be given to all new colleagues, board members, contractors, other stakeholders or interested third parties. All colleagues and stakeholders are to be familiar with and comply with this policy at all times.

8. Accountability

The GDPR contains an accountability principle that requires the Group to demonstrate compliance with the principles. There are a number of ways in which the Group can demonstrate compliance.

The Group requires to maintain internal records of processing activities under the GDPR. The following information must be recorded:

- the name and details of the Group, including details of the data protection officer;
- purposes of processing;
- description of the categories of individuals and categories of personal data;
- categories of recipients of personal data;
- details of transfers to countries outwith the European Economic Area, including documentation of the transfer mechanism safeguards in place;
- retention schedules; and
- description of technical and organisational security measures.

Where the Group is using new technologies in relation to processing personal data and this is likely to result in a high risk to the rights and freedoms of individuals, then a data protection impact assessment (DPIA) must be carried out.

The Group has a template DPIA, which must also be used for systematic and extensive processing activities and large scale processing of special categories of personal data or personal data relating to criminal convictions or offences. The template DPIA contains the following:

- a description of the processing operations and purpose, including the legitimate interests pursued by the Group (if applicable);
- an assessment of the necessity and proportionality of the processing in relation to the purpose;

- an assessment of the risks to individuals; and
- the measures in place to address risk, including security and to demonstrate that the Group complies with the GDPR.

A DPIA can be used to address more than one project.

9. Complaints

Where any customer or stakeholder feels that the Group has:

- misused their personal data;
- refused to allow access to data; or
- refused to amend alleged inaccuracies, they can complain to the Group.

All complaints will be handled in line with the Group's Complaints Procedure.

Customers may also complain to the ICO, who may decide to investigate and take enforcement action against the Group, including a fine. If a customer informs you that they intend to make a complaint to the ICO, please notify the Director of Finance and Governance without delay.

10. Breaches of this policy

A breach of the GDPR could be a criminal offence and the Group or any individual employee or board member who is involved could be liable for significant penalties.

The Group will develop a procedure to outline how we will manage a breach of the GDPR, which will outline steps, including containment and recovery; assessment of risk; notification of breaches; and evaluation and response.

Any allegations against a colleague will be investigated thoroughly by the Group.

In the case of any breach of this policy by consultants, contractors, agents or partners, the Group will consider the level of breach and any recurrence to inform its decision on whether to terminate the contract.

In situations where a board member or Business Leader is alleged to have breached this policy, this constitutes a notifiable event to the Scottish Housing Regulator. The notifiable event would be reported to the Scottish Housing Regulator by the Director of Finance and Governance depending on the identity of the persons alleged to have breached the policy.

11. Training

Data Protection training and awareness is essential to ensure our board members and colleagues are fully aware of their responsibilities in the management and processing of personal data, which will ensure compliance with the policy.

12. Risk management and audit

There are potential financial penalties and compensation payments due following on from a failure to comply with the GDPR.

The Group aims to mitigate the risk of failure to comply through the provision of training to colleagues on data protection issues. The Group will review this policy and the associated procedures on a regular basis to ensure that they meet all legislative and regulatory requirements and best practice guidance. In addition, an annual audit and review of personal data held by the Group will be carried out to ensure ongoing compliance with the provisions of the GDPR.

Internal audit procedures will form an important part of establishing and sustaining good data protection practices. The Group will review the data it processes and collects and assess this against the principles as listed in the GDPR.

We will undertake self-assessment to periodically check our compliance with the GDPR; this policy, regulatory and good practice guidance; our registration with the ICO; and our working practices in the collection, processing and storage of personal data. The results of the self-assessment will be made available to the board, who will be responsible for monitoring the achievement of any recommendation.

Data protection issues will continue to be considered as part of the Group's risk management strategy.

Colleague Guidance

1. The General Data Protection Regulation (EU) 2016/679

The GDPR establishes principles relating to the processing of personal data.

These principles are that personal data must:

- be processed lawfully, fairly and in a transparent manner and must not be processed unless one of a number of conditions are met;
- be processed for specified, explicit and legitimate purposes;
- be adequate, relevant and limited to what is necessary for the purposes for which it was obtained;
- be accurate and kept up to date;
- not be kept for longer than necessary; and
- be held securely.

The GDPR applies to almost every conceivable use of personal data, from the moment the data is obtained to the method of recording, retrieving, disclosing and destroying it.

The principles apply to both personal data held on IT systems and highly structured paper files and covers both facts and opinions about the individual.

This guidance is intended to help you handle data correctly. If you have any queries or concerns, please speak to your line manager.

2. Keeping personal data secure

Colleagues must:

- keep passwords secure - change them regularly, do not share them with others;
- lock/log off your computer when away from your desk;
- dispose of confidential paper waste securely;
- take care when opening e-mails and attachments from unknown sources to prevent virus attacks;
- keep your desk clear, storing hard copy personal data securely when it is not being used;
- sign visitors in and out of the premises;
- position your computer screen away from windows or where visitors can see them; and
- encrypt personal data which is being taken out of the office e.g. on a laptop or USB memory stick.

3. Meeting the reasonable expectations of tenants, other customers and employees

Colleagues must:

- collect only the personal data you need for a particular business purpose;
- obtain consent to hold personal data where it is appropriate to do so (i.e. the individual is able to withhold consent if they wish to) or otherwise ensure that the individual has been given a valid privacy notice before collecting their personal data;
- update records promptly to reflect changes of name and address;
- delete personal data that is not relevant or no longer required;
- do not release personal data without consent in most cases; and
- advise your line manager of any potential data breaches.

4. Disclosing personal data over the telephone

Do not disclose personal data over the telephone without authenticating the identity of the caller.

In the case of a company or organisation, ask for their main switchboard number and ring them back and ensure that you have the consent of the individual who is the subject of the personal data before releasing their personal data to third parties over the telephone.

If it is an individual claiming to be a tenant, you should run through some standard security queries regarding the tenant, including:

- full name and address including postcode;
- names of other joint tenants (if applicable);
- recent rent payments (if applicable);
- recent repairs (if applicable);
- date of birth (if data held); and
- password (if data held).

5. E-mail

- E-mail is not particularly secure and should not be used for sensitive, private or confidential data.
- Colleagues who wish to send personal or sensitive personal data by e-mail will need to protect the file by using a password to protect the data and by marking the e-mail subject matter with “Private and Confidential”. Colleague training can be provided on request.
- E-mails referring to an individual or organisation can be requested as part of a data request and colleagues should ensure that content is at all times accurate and reflective of Group’s policy and that the tone is appropriate and professional.

6. Sharing data

You should obtain written consent before you share personal data with a third party, unless it is:

- to notify a utility services provider of the current occupant of a property;
- to assist with the prevention or detection of crime, including tackling anti-social behaviour; or
- requested by a public authority for a statutory or regulatory purpose carried out in the public interest.

7. What data should I record and hold?

- The GDPR states that the data you hold should be adequate, relevant, not excessive and accurate for the purposes for which it is held.
- We will only record or keep data that is relevant to the individual's application for housing, their tenancy or the job they have applied for. If it does not relate specifically or is not relevant then you should not record it or keep it.
- Our objective is to keep data to a minimum but enough to enable you to fulfil the function you are completing.
- If it is necessary to hold additional data about certain individuals, such data should only be collected and recorded in those cases.
- It is not acceptable to hold data on the basis that it might possibly be useful in the future without a view of how it will be used.
- Data is inaccurate if it is incorrect or misleading as to any matter of fact. Ensure that your data is accurate and kept up to date. Data is more likely to be challenged for accuracy if it contains subjective or irrelevant comments. Use every opportunity to check that your files are up to date and accurate e.g. each time you access an individual's data.

8. Requests from individuals to access the data we hold on them

An individual has a legal right to request access to any data we hold about them.

This request must be in writing.

The Group must comply with requests promptly and within one month from the receipt of the request.

The individual is entitled to know:

- the type of data we hold about them;
- the purposes for which we hold the data;
- who the data may be disclosed to;
- where possible, details of how long their data will be stored or the criteria used to determine how long their data will be stored;
- details of their rights to request that we correct or delete their data or restrict the processing of their data;
- the right to lodge a complaint with the Information Commissioner's Office;

- where we obtained their data from if not collected directly from them;
- the existence of any automated decision-making, including profiling; and
- they are also entitled to a copy of any data we hold about them with any unintelligible terms explained and details of any safeguards in place if their data is transferred to a country outside the EU.

Remember that we hold personal data in a number of different formats, including paper files and on IT systems, such as rents, repairs (responsive and planned), allocations, etc.

The individual has a right to rectify, block, erase or destroy personal details if they are inaccurate or contain expressions of opinion based on inaccurate data.

You do not have to disclose data if it involves sharing data about another individual, unless that person has given their consent or it is reasonable to proceed to disclose their data without their consent.

If the data relating to that other person could be redacted then this is acceptable, provided that the other text does not give data which could result in the identification of that person e.g. in a complaint (unless the complainant has given you consent) you must not disclose their details.

9. Who is responsible for responding to requests for data?

Individual requesting data	Responsible Officer
Housing Applicant	Director of Housing
Tenant	Director of Housing
Owner-Occupiers	Director of Housing
Contractors – Planned Maintenance	Director of Housing
Consultants- Planned Maintenance	Director of Housing
Contractors – Reactive Repairs	Director of Operations
Consultants – Reactive Repairs	Director of Operations
Employees/Job Applicants	Director of Operations

10. How long should personal data be kept for?

The GDPR states that personal data should not be kept for longer than is necessary for the purposes for which it is held. The Group's Data Retention Policy details requirement within this area.

11. What happens if I breach the GDPR?

- Breaches of the GDPR may result in disciplinary action.
- You also may personally be liable for a fine of up to £5,000 (this may be updated when the legislation becomes clearer) and could face prosecution if you are personally responsible for the breach.

- It is essential that you report any breach or potential breach of the GDPR to your line manager immediately. This will allow the Group to assess and mitigate the risks and implications of the breach.

12. Support and guidance

If any colleague is unsure about the disclosure of data or any other matter, they should seek support and guidance from their line manager in the first instance.

Data Breach Policy

1. Introduction

Fife Housing Group holds and processes personal data. Every care is taken to protect such data from incidents (either accidental or deliberate) which may result in a data protection breach that could compromise security. We recognise that any compromising of the information we hold, whether in terms of breach of confidentiality, integrity or availability, may result in harm to individual(s), reputational damage and/or a detrimental effect on service provision. It may also amount to legislative non-compliance and/or result in financial costs.

2. Objective

Our objective is to contain any breaches, to minimise the risk associated if a breach does occur and to consider what action is necessary to secure the relevant data and prevent such further incidents.

3. Purpose of the policy

This policy recognises the duty imposed by the General Data Protection Regulation (GDPR) to report certain types of personal data breach to the relevant supervisory authority (the Information Commissioner's Office (ICO)) within 72 hours of becoming aware of the incident. It sets out how we plan to prevent such a breach, the steps we will take if it nevertheless becomes apparent that one has occurred, and the responsibilities of various members of staff within this process.

4. Scope of the policy

This policy relates to all personal and special categories of data (including commercially sensitive information) held by Fife Housing Group regardless of format. It applies to all employees including temporary, casual or agency workers and contractors, consultants, suppliers and data processors working for, or on behalf of the organisation.

5. Personal data

Under the GDPR, personal data is “any information relating to an identified or identifiable natural person (“data subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.”

6. Identifying a data breach

A personal data breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data. This includes breaches that are the result of both accidental and

deliberate causes. It also means that a breach is more than just about losing personal data as it can include:

- access by an unauthorised third party
- attacks on a website
- deliberate or accidental action (or inaction) by a controller or processor
- sending personal data to an incorrect recipient
- computing devices (laptops, USB sticks, etc) or paper records containing personal data being lost or stolen
- accidental destruction of such equipment or files in a fire or flood
- “blagging” offences where information is obtained by deceiving the organisation which holds it
- alteration of personal data without permission
- loss of availability of personal data.

In the context of the above examples, Fife Housing Group recognises that there will be a personal data breach whenever any personal data is lost, destroyed, corrupted or disclosed; if someone accesses the data or passes it on without proper authorisation; or if the data is made unavailable, for example, when it has been encrypted by ransomware.

7. Responsibilities

While there is a corporate responsibility to ensure that all data is processed in accordance with the GDPR and other relevant legislation, including the Data Protection Act 2018, certain members of the organisation have particular responsibilities in the event of a data breach. All persons covered by the scope of this policy are responsible for reporting actual, suspected, threatened or potential data breaches and for assisting with investigations as required, particularly if urgent action must be taken to prevent any or further damage.

However, the Data Controller must be involved at the earliest opportunity and will be initially responsible for calculating the extent of the breach.

8. Training

The steps to be taken in the event of an actual or suspected breach, including the immediate necessity of informing the Data Controller, must be included in any introductory briefing on information management and security procedures delivered to all new staff. It must be made clear at this early stage that failure to comply with these requirements may result in disciplinary action.

9. When a breach is discovered

It is the responsibility of whoever discovers a breach, or potential breach, to collect full details (including dates and times) and, if known, the type of data and the number of data subjects involved. This information must be passed immediately, or, if the breach is discovered outside normal working hours, as soon as possible, to the Data Controller or the person responsible for data protection in the organisation.

10. Initial action to be taken

Either the Data Controller, or the person responsible for data protection, must then take the following actions.

- Ascertain if the problem is still ongoing and, if so, take the necessary steps to stop the breach from continuing.
- Make an initial assessment of the extent of the breach.
- Decide, in consultation with the organisation's management, who will carry out further investigation of the causes and likely impact of the incident.
- Decide if it is of a level of seriousness that requires notification to the ICO (is there a risk to people's rights and freedoms?) or the police (has the data been compromised/stolen by a criminal act?).
- Establish whether there is anything that can be done to recover any losses and limit the damage the breach could cause.

[Note: If it is decided that the breach is not of a level of seriousness that would require it to be reported, Fife Housing Group will document and retain any evidence which justified this decision.]

11. Risk assessment

The person responsible for carrying out the investigation into a data breach will, within the first 24 hours (if possible), carry out an initial assessment of the extent of potential harm. This will focus on:

- the type of data involved and its level of sensitivity;
- the volume of data stolen, copied or compromised;
- the number of data subjects involved (that is, the persons affected or likely to be affected);
- the individuals/organisations that carried out the breach (if known); and
- the extent to which the files involved were encrypted or password-protected.

12. Information to be supplied

If it is decided that a serious breach has occurred that must be reported to the ICO, the following information will be made available.

- A description of the nature of the personal data breach including, where possible, the categories and approximate number of individuals concerned.
- The categories and approximate number of personal data records concerned.
- The name and contact details of the Data Controller or the person chosen to liaise with the authorities.
- A description of the likely consequences of the personal data breach
- A description of the measures taken, or proposed to be taken, to deal with the personal data breach, including, where appropriate, the measures taken to mitigate any possible adverse effects.

[Note: It is accepted that organisations may not be able to carry out all the necessary checks, or to supply all the required information, within the laid-down 72-hour period. It is important, however, that initial contact is made within that period, even if it is only to explain why there will be a delay in supplying full details. In this event, the organisation should emphasise that it has made dealing with the breach a priority and is devoting all possible resources to the investigation. If in doubt, call the ICO helpline: 0303 123 1113.]

13. Levels of seriousness

When deciding whether a breach is sufficiently serious to be notified to the ICO, the following points should be borne in mind.

- Is there a high risk of it adversely affecting the rights of data subjects?
- Would notification enable them or others on their behalf to take mitigating action?
- Would notification help to prevent the unauthorised or unlawful use of the data concerned?
- Does this organisation have a contractual duty to take such action?

[Note: Not all breaches will merit being reported to the authorities, but in all cases the persons affected should be informed of how and when the breach occurred, what has been done to correct the situation and what they may wish to do to further safeguard themselves. A contact within the organisation must be provided so that those affected have access to further information.]

14. Further action

During the aftermath of a breach, in the reporting and investigation stages, the required information should not only be gathered and supplied as appropriate but should also be recorded. This should form the basis of a final report into the breach, to be prepared by the Data Controller or the person responsible for data protection, which will be considered at the highest level within the organisation (board, senior management, owner, etc).

ICT ACCEPTABLE USE POLICY

1. Introduction

This policy sets out Fife Housing Group's policy and guidelines on the permitted use of ICT facilities and what action may be taken if this policy is breached.

This document replaces any previous policies relating to the use of ICT.

This policy applies to you if you are a board member or employee of either Fife Housing Association Ltd or PACT Enterprises Limited (referred herein as 'the Group') and use any computers, phones, laptop, mobile device, USB drives or other computing or communications devices for your work.

The policy is explained in detail in the following pages and a summary is shown below.

The term ICT is used throughout this policy and this is short for Information and Communication Technology. ICT equipment includes personal computers, laptops, mobile phones, smartphones, PDAs, tablets, other mobile devices and any other electronic devices provided to you for your work. Loss of any ICT equipment may incur the employee paying the excess payment for replacement.

By using the Group's ICT equipment, you are agreeing to the terms of this policy: in accessing the Group network services following the publication of this policy, you are deemed to be agreeing to the policy.

Questions or issues relating to this policy or its implementation should be directed to the ICT Manager.

2. Summary

The main aspects of this policy are, depending on your job:

- You may have access to the Internet and our email system, as well as external email.
- You may have access to our telephone network.
- You may have access to our local area network.
- You may have access to mobile phones, iPhones, iPads or other mobile devices.
- You will be able to access the Internet for personal use at no charge, but you will need to pay for private telephone calls or chargeable text messages (e.g. to non-business related short codes) if you make them (other than those for which we are not charged: calls to the office, calls to another O2 number (trades) or Vodafone (office colleagues), and calls from one Group mobile to another Group mobile).
- Any mobile data in excess of your allowance (5GB trades, 3GB office colleagues) will be charged. These rates can be quite steep. You will receive

a text alert at 80% and 100% usage. If you get an alert, please speak to the ICT Manager as it is a lot cheaper to buy data in advance.

- Apart from an emergency, personal use of the internet and email facilities should be restricted to breaks and/or pre and post normal working day. You should be aware that these restrictions also apply to the use of personal mobile phones which should be limited in use during working hours.
- You must be in your own time when using the Internet or sending emails for your own purposes.
- The Group's Business Leadership Team can choose to deny or withdraw Internet and/or email access at any time.
- Personal use is authorised at the discretion of management and must not interfere with the business of the Group.
- All Internet access will be automatically monitored with monthly usage reports issued to the ICT Manager for review, and action by your line manager as appropriate.
- All email usage may be monitored with monthly usage reports issued to the ICT Manager for review, and action may be taken by your line manager as appropriate.

3. Overview

The Group makes effective use of ICT and these are critical to the success of our business. However, ICT can expose us to a number of technical, commercial and legal risks. This policy:

- Gives you guidance on the use of ICT equipment to ensure you minimise business risks.
- Explains what you can and cannot do.
- Provides you with information about the monitoring systems that we use.
- Explains what will happen if you fail to follow this policy.
- Encourages you to understand your personal responsibility for protecting the Group's network.
- Provides you with some guidance on how to help keep our systems safe and our networks working effectively.

The main aims of this policy are outlined in the next few paragraphs.

4. Productivity

You are allowed to make personal use of ICT. However, you must restrict this use to break times and times outwith your normal working day. It is important that you respect acceptable and reasonable use. Do not stream or download music or video files to the network, or whilst using the Group Internet connection, as these activities put an unacceptable strain on our network and could seriously disrupt our business. Do not use chatrooms or use any instant messenger services through the network or email unless expressly authorised by the ICT Manager for business purpose (e.g. business texting services, Facebook update, Workplace for Facebook).

5. Reduce legal liability

This policy must be followed to protect the Group and all users from legal liability relating to improper use of the Internet, email and telephone.

6. Reputational risk

Our reputation is vitally important to us as an organisation and is important to tenants, our regulator, our funder, stakeholders and our suppliers. This policy helps protect the Group's reputation. Your use of our local area network, the Internet, email and telephone should not have a negative impact on the Group in any way.

7. Responsibilities

Managers are required to:

- authorise use of ICT facilities;
- ensure colleagues comply with this policy when using the Group ICT facilities;
- monitor the adherence to this policy where possible; and
- assist in dealing with breaches in line with the guidance in this policy.

Users of the Group ICT facilities are required to familiarise themselves with this policy and to adhere to it at all times.

8. Scope

This policy applies to all Fife Housing Group colleagues, including:

- Board Members of Fife Housing Association Ltd
- Employees of Fife Housing Association Ltd
- Directors of PACT Enterprises Limited
- Employees of PACT Enterprises Limited
- Contractors
- Consultants
- Students/work experience
- Temporary/Agency staff
- Apprentices
- Voluntary workers
- Any other person who has access to the Group ICT facilities other than those listed above.

This policy applies at all times, including, for the avoidance of doubt:

- Office working
- Tele-working
- Home-working
- Remote working
- Mobile working

9. General guidelines

The reason you have access to ICT at work is mainly to allow you to carry out your job and for the Group to provide homes and related service to tenants. However, we do recognise that work and home life are becoming increasingly inter-linked, especially when using ICT. We have, therefore, tried to take this into account.

You must ensure that any personal ICT use follows the rules outlined below. Inappropriate use includes:

- Sharing of the Group's ICT resources (such as logon details, access to PCs, access to shared file areas etc.);
- Unauthorised changing of someone else's password or access rights;
- Violations of or infringes on the rights of any other person, including the right to privacy;
- Creating or transmitting defamatory, false, inaccurate or otherwise biased material;
- Passing off personal views as representing those of the organisation;
- Using the Group's ICT to actively engage in viewing, displaying, procuring or transmitting material that is inappropriate or is in violation of sexual harassment policy or laws, hostile workplace laws or other legal policies;
- Transmitting of customer, partner or other business or confidential data to unauthorised parties;
- Distributing, disseminating or storing images, text or materials that might be considered indecent, pornographic, profane, threatening, racially offensive, abusive, obscene, terrorist or illegal; undertaking deliberate activities that waste user effort or networked resources e.g. streaming video content; storing MP3 files on network drives; global email advertising the sale of personal items;
- Any activity that restricts or inhibits other users from using the system or the efficiency of computer systems;
- Any communication that encourages the use of controlled substances;
- Any communication relating to political parties;
- Any communication that uses the system for the purpose of criminal intent;
- The installation of applications without prior approval;
- The use of internet chat applications (e.g. Skype, WhatsApp, etc.);
- Introducing any form of computer virus onto the network;
- The use of external pen-drives which have not been virus-scanned using the Group's virus-checking software;
- Illegally copying material protected under copyright law or making that material available to others for copying.

10. Internet usage

By using the Internet, the Group can connect to others, publicise its activities and conduct business. You must ensure that you use the Internet in a safe and controlled manner. Inappropriate use of the Internet can create unnecessary risks to our business. Inappropriate use includes:

- Opening inappropriate emails then forwarding on – this is a disciplinary matter and will be dealt with through the disciplinary procedures;
- Accessing Internet sites that contain obscene, hateful or pornographic material;
- Using the Internet to perpetrate any form of fraud, software or media piracy;
- Using the internet to send offensive or harassing material to other users;
- Accessing or downloading copyrighted information in a way that violates copyright;
- Downloading commercial software or any copyrighted materials belonging to third parties, unless this download is covered or permitted under a commercial agreement or other such license and is approved in writing by the ICT Manager;
- Hacking or attempting to hack into unauthorised areas;
- Undertaking deliberate activities that waste users' effort or networked resources;
- Use of peer to peer file sharing applications, including applications to download and share music or videos over the Internet;
- Carrying out any other illegal practices.

Important: If you access inappropriate material by mistake, inform your manager immediately and ask them to tell the ICT Manager without delay. You must take care when conducting financial transactions or disclosing personal information when using web sites. It is your responsibility to protect your personal privacy and the Group will not be held responsible for any financial, personal or emotional loss or distress caused.

Job-related activities include research and educational tasks that may be found via the Internet that would help in a colleague's role.

11.E-mail

Email is extremely useful and important. At Fife Housing Group, we send just under 6,000 email messages and over 20,000 external messages are received in a typical month. Email sent from the Group's email address has a significant responsibility associated with it, as recipients will associate this email with the organisation as a whole. It is, therefore, extremely important that you use email professionally and with caution. Inappropriate use includes:

- Use of email to conduct personal business;
- Use of email to send chain letters or joke or spoof emails;
- Forwarding of confidential work information to a personal email address (take authorised work home on encrypted USB drives);
- Transmitting copyrighted information in a way that violates that copyright;
- Accessing the mailbox of another user without authorisation;
- Broadcasting unsolicited personal views on social, political, religious or other non-business related matters;
- Transmitting unsolicited commercial or advertising material;

- Giving rise to an unauthorised contractual commitment on behalf of the organisation.

Important: Please be aware of our reputation and the damage that can be caused to it through inappropriate email use. Please be careful when joining mailing lists or discussion groups using your Group email address and ensure that any organisations you are dealing with are reputable, established and have an operating history.

12. Telephone usage

You may have access to both fixed line phones and mobile phones. Both types are included in this policy.

You are allowed to use telephones for appropriate business use. The Group does recognise that, on occasion, you may need to use the phone for personal use. When doing this, you must ensure that you keep calls to an absolute minimum and, where appropriate, make these calls during your break times or before or after work. Calls made during the working day should really be necessary ones only.

When making business calls, it is also important that these calls are kept as short a time as possible. Using the telephone to simply chat with your work colleagues is not permitted.

Important: Personal calls may be made in appropriate circumstances e.g. emergency weather situations; to check on a relative/dependant who is ill; to notify others of overtime arrangements; returning an important call from relative/dependent etc. Wherever practicable, personal use should be within your own time, such as breaks and periods before or after the normal working day. Where this is not possible, calls should always be made in a way that causes minimum disruption to others. No charge will be made for these calls.

It is anticipated that, from time to time, you may make personal use of phones in other circumstances e.g. contacting your bank; arranging medical appointments, etc. These calls should be made in your own time. Please use your own personal mobile phone if this is possible.

At no time should your friends or relatives phone you for a general chat. They should be strongly discouraged from doing this.

When using a Group's issued mobile phone for unavoidable chargeable calls you can then arrange to pay for them or make an appropriate monthly deduction for personal usage.

Phone billing records are monitored. Patterns of unreasonable personal usage will be raised with line managers.

13. General Local Area Network use

Prior to being set up on the network, all users will be required to sign a statement regarding their understanding of acceptable usage. This statement contains an extract of this policy, however, all users are required to abide fully by this policy. All users are required to sign onto the Group's network to access systems. You are required to change your password every 120 days. The password must:

- Not contain the user's account name or parts of the user's full name that exceed two consecutive characters;
- Be at least eight characters in length;
- Contain characters from three of the following four categories:
 - English uppercase characters (A through Z)
 - English lowercase characters (a through z)
 - Base 10 digits (0 through 9)
 - Non-alphabetic characters (for example, !, \$, #, %)
 - Not one of your previous five passwords

...and complexity requirements are enforced when passwords are changed or created.

Anti-virus software is installed on all machines, however, this does not mean that viruses cannot get through. You must be particularly careful when opening email attachments or when downloading files from the Internet. If you are unsure about opening any file you receive, raise this via the ICT Helpdesk immediately and a member of the team will help you.

If you receive an automatic message from your system telling you there is a virus issue, switch off your machine immediately and contact the ICT team for further advice on what to do.

Intentionally introducing malicious programs onto the network will be considered a very serious offence and will be dealt with through disciplinary action.

Important: You are responsible for ensuring that your ICT equipment remains secure, a penalty for any loss or damage which may include payment of excess on replacement or repair will apply. This equipment is expensive, complex and takes time to replace.

Where possible, ensure that your screen does not face a public view and that your PC account is locked when unattended. You are responsible for ensuring that your PC account is locked, even if you are only leaving your desk/workstation for a few moments. Pressing the **Windows Key + L** will lock your machine.

All portable equipment (e.g. USB flash drives, mobile phones, laptops, tablets, iPhones) should not be left unattended in plain view whether inside or outside the office.

Care must be taken in the security of equipment, particularly hand-held or mobile items. Avoid leaving computer equipment in your car. If, however, your car is the most secure place to store equipment, for example, when travelling with a laptop, then lock it in the boot out of sight.

All laptops must be encrypted (this will be done for you by ICT).

The Group does not permit the removal of Group data of any sort on unencrypted USB pen drives from within the organisation. External USB pen/flash drives must be virus-scanned using the provided software and this must be completed prior to being used on the Group's network.

All Internet data that is composed, transmitted and/or received by the Group's computer systems is considered to belong to the Group and is recognised as part of its official data. It is, therefore, subject to disclosure for legal reasons or to other appropriate third parties

14. Use of personal mobile devices

If your role requires that you have a mobile phone or tablet you can, if you wish, use your own device. This is subject to certain caveats.

1. The device must be capable of running and have installed apps pertaining to your role. These include, but are not limited to, some or all of the following :-
 - Workplace
 - Workplace Chat
 - Sign-in App
 - Microsoft Teams
 - Email
2. The device must be capable of, and be allowed to remote wipe and enforce security settings. The lowest security settings allowed are a four digit PIN or pattern. This usually gets enforced when you add your work email address.
3. Fife Housing Group will not be responsible for charges incurred using your device for work purposes. However, if a case for exceptional circumstances can be made, then an expense claim can be submitted with evidence.

15. Other security issues

No ICT should be left in the main cabin of a vehicle (personal or work) and should be securely stowed in the boot area of cars or vans.

Never leave ICT unattended in public places or other offices.

ICTs should always be carried in the main cabin of aircraft where possible.

If you are a mobile worker, it is your responsibility to ensure you regularly log on to the Group's local area network to check that your virus software is regularly updated. If you suspect that your virus software has not been updated for an

extended period, contact the ICT team (using the on-line ICT Helpdesk) for more help and advice.

Do not, under any circumstances, disclose any personal passwords to any other person.

Do not impersonate another user when sending an email.

Do not amend email messages received.

If you identify a security problem, notify the ICT Manager immediately.

Take every reasonable precaution to protect the Group's network from security issues such as computer viruses.

Do not show or identify a security problem to anyone other than a member of the ICT team.

Do not allow another person to use your network account.
Under no circumstances should software be installed on ICT facilities except in accordance with any authorisation given by the ICT Manager.

16. Privacy and usage monitoring

General guidelines

The ICT issues discussed in this policy are vitally important. Misuse of them can have a serious and long-lasting effect on the Group, its tenants, its stakeholders and our reputation.

You should have no expectation of privacy and, therefore, this must be kept in mind when using ICTs for personal use.

The ICT Manager, Human Resources Manager and Director of Operations reserve the right to access, interrogate and monitor any service or data as they see fit for the purposes of protecting the Group or ensuring appropriate business use. This includes accessing an archive of all emails and contents of personal drives for any and each user. In certain instances, the ICT Manager may delegate this right to a colleague's line manager.

We reserve the right to use appropriate electronic monitoring tools to monitor ICT.

Internet monitoring

On a monthly basis, the ICT Manager receives an Internet usage report. This report lists the top web sites visited, blocked sites where users have attempted to visit, sites visited within core hours and the time and duration of visits. This information is manually interrogated and any issues are raised with senior

managers for action through the normal management processes. The discovery of any unauthorised or inappropriate use may result in suspension of internet access and/or disciplinary action.

Email monitoring

The ICT Manager can monitor email usage by using industry-software to automatically scan all incoming, outgoing and internal email messages for viruses and for pre-defined content. The discovery of any solicited or unauthorised use may result in suspension of email access and/or disciplinary action.

Telephone monitoring

The ICT Manager can monitor telephone usage by using industry-software to automatically report on significant usage at certain times of the day or night and deemed potentially excessive calls/text messages from or to specific numbers or extensions.

Local Area Network monitoring

On a quarterly basis, the ICT Manager will instigate a network search for movie and music files and very large documents. These files will be deleted following discussion with the person who created the network item. The discovery of any unauthorised files may result in suspension of network access and/or disciplinary action.

17. Policy breaches

If you fail to comply with or uphold this policy you may be subject to disciplinary action. Action may include:

- Loss of ICT privileges, including Internet/network/email access;
- Disciplinary action up to and including dismissal; and
- Criminal prosecution, if appropriate.

This policy cannot anticipate every situation; therefore, you are reminded to seek guidance from line managers (or the ICT Manager) if there is something you do not understand or if you need more information.

If you suspect any breach of this policy by those around you, you must immediately report, in confidence, your concerns to your line manager or the ICT Manager. Everyone has a duty to be vigilant to ensure that Fife Housing Group stays safe.

18. Guidelines on the use of ICT facilities by Trade Union members

ICT facilities may not be used for Trade Union activities or in conflict with Fife Housing Group's interests e.g. opposition to Board or Business Leadership Team decisions, etc.

19. Email housekeeping

Emails that are archived are held for a period of six years before deletion. Should you wish to retain messages, these should be saved in a suitably named folder in your My Documents folder in the Z: drive or FileStreamed as appropriate. Please delete unwanted messages speedily to free-up the network.

Mailbox capacity is limited to provide a consistent service across all colleagues. If your mailbox reaches an unacceptable level, you will be 'named and shamed' by the ICT Manager and asked to reduce your mailbox to an acceptable level immediately. Email capacity can slow our systems down so you must not simply retain emails without any due requirement.

If you receive an email not meant for you, redirect it to the correct person. If the email message contains confidential information, you must not disclose this. If the email contains inappropriate material, inform your line manager or the ICT Manager.

Do not open SPAM emails, simply delete these or move these to your junk folder.

Do not send trivial email messages. These waste unnecessary time and resources.

Be polite when writing emails.

Use caution when revealing personal information such as your address or phone number (or those of others), either via email or on the Internet.

Avoid sending excessively large email attachments (attachments over 2MB in size). These are typically photographs or presentation files. If sending internally, an alternative is to store such files on a network drive and send colleagues a link. Do not use email to harass or threaten anyone in any manner, for example, the persistent sending of unwanted email may be viewed as harassment.

Use mailing lists in moderation: avoid sending messages to large mailing lists (such as whole departments or the whole of Fife Housing Group), unless the message merits such readership.

If you are going to be away from your office for a period of time, including holidays and non-working days, **you must set** an 'out-of-office' message, with an appropriate redirection rule. An example out-of-office message is included as Appendix 1. It is important that your message tells the recipient who to contact during your absence from work (these messages are often set up as you leave the office and thus rushed). Please be very careful of spelling and grammar mistakes as these give a bad impression of the organisation.

20. Data protection

The Group holds and processes personal data and has responsibilities under the Data Protection Act 2018 (Scotland) and General Data Protection Regulations (GDPR). We all have an obligation to help the Group comply with our responsibilities under the act and you should exercise due care when holding, processing or disclosing any personal data.

The current data controller is the Director of Finance and Governance. If you are ever in doubt about the implications of using personal or sensitive data, then you must discuss this with your manager.

The following items of data can be considered to be either confidential or sensitive, although this is not an exhaustive list, and you should exert caution in how you manage this data using ICT to ensure that the data is not released inappropriately or lost:

- Personal information
- Addresses
- Date of birth
- Bank details
- Payment card details

- Salary and deduction information
- Medical records/status
- Tender pricing
- Information that may be subject to GDPR.
- Any other information that it is clear you know, or are expected to know, is confidential.

21. Social networks

Social media such as Facebook will help the Group reach many of the people that matter most to our business. At present, our primary social media is Facebook.

Colleagues should be aware that social networking sites are a public forum. Colleagues should not consider that their entries on any website are or will remain private. Colleagues should never send abusive or defamatory messages or divulge any confidential information regarding the organisation.

Facebook

Our Facebook page can help us to become:

- Visible - when people search for us on Facebook, they will be able to find us;
- Connected - customers and stakeholders can like our page, read our posts and share our information with friends;
- Timely - Facebook can be instant or scheduled, meaning that we can reach large groups of people frequently;
- Insightful - administration tools can offer us analytics which will allow us to see how our audiences are interacting with us.

Status updates can be presented in different ways – text, photos, updates and useful links. Facebook allows us to be creative in how we communicate with our audiences, monitoring which posts people engage with most.

The main areas we will cover on our Facebook page are:

- News stories - as well as the stories that we already put out to local and national press, social media will be an opportunity to share smaller stories and more localised events that already appear on our websites;
- Consultation/engagement - social media gives our audiences the ability to have their say and get a response to it in a timely manner;
- Job advertisement and other opportunities; and
- Links to other relevant stories - housing, care, social enterprise etc.
- FHG's Workplace is hosted externally to our servers. Please be mindful of this when posting – as it is hosted externally, it should not contain personally identifying information of colleagues, clients or others.

22. Procedure

The Communications and Marketing Manager maintains and uploads to Facebook and any other agreed social media sites. Other colleagues and board members are not permitted to comment on behalf of the company using their own personal accounts. For example, if an employee or board member sees something that has not been replied to then they are not authorised to respond to it whilst they are signed in on their personal account. All formal responses will be issued from the official Fife Housing Group account only.

Colleagues are encouraged to become fans and followers of the Group's profiles and to share company-generated content within their personal networks. However, the Group's channels are administered by designated key contacts only and this must remain so, and all official messaging must be approved and distributed by them. If you have content you wish to share via these channels, please forward it to the Communications and Marketing Manager for review. The Communications and Marketing Manager will work with you to make sure everyone is happy with what is being posted.

For the purposes of job advertisements, the Human Resources Manager will have access to upload vacancies only. They are not, however, authorised to add other posts or comment on behalf of the organisation.

23. Conduct

Colleagues responsible for updating our Facebook page are expected to conduct themselves in a professional manner, to respect the views and opinions of others, and to demonstrate respect for the Group, its board, tenants, colleagues, suppliers, property, activities, other housing organisations and stakeholders.

Behaviour and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the Group's interests or reputation are not permitted. The use of Facebook on company time for personal purposes is not allowed, but will be permitted using quota time during breaks.

Employees and board members must not disclose private or confidential information about the Group, its employees, clients, suppliers or customers on social networks. Employees and board members must respect trademarks, copyrights, intellectual property and proprietary information. No third-party content should be published without prior permission from the owner.

24. Disposal of surplus ICT equipment

The frequently changing ICT environment means that computing equipment periodically becomes surplus to requirements or reaches the end of its useful life. ICT equipment that cannot be redeployed internally may be sold, given to charitable or voluntary organisations or disposed of to waste.

The Group is bound by statutory obligations such as The Data Protection Act 1998 to ensure that the data stored on these computers is securely removed prior

to disposal. Any Fife Housing Group data which is discovered by a later owner may cause the Group adverse publicity or controversy.

Options for the disposal of ICT equipment - the following order of priority should be applied to computers when they become redundant:

- Sold at market value to the colleague if leaving the business;
- Redeployment to another team within the Group;
- Subject to Fife Housing Group's Financial Regulations, equipment with a residual value may be offered for sale;
- Donation to a Fife Housing-approved charitable or voluntary organisation (e.g. a residents' association), which must guarantee the ultimate environmentally-friendly recycling or disposal of the equipment;
- Disposal/recycling.

In all cases, asset and inventory records of the serial number(s) must be accurately updated before the equipment is disposed of.

25. Removal of data and software

All traces of the data contained on computer equipment must be removed by the ICT Team and destroyed prior to their disposal. Care must be taken to meet the requirements of the Data Protection Act regarding the security of data as well as the Copyright, Design and Patents Act 1988 to ensure that software and licensing regulations are not infringed during the disposal process.

Merely deleting the file or reformatting the hard drive does not remove traces of all data or prevent its recovery. Specialised 'disk-wiping' utilities should be used to erase to entire contents of the disk.

Group licensed software must not be transferred to a third-party.

The recipients of the computer equipment must be made aware that the Group cannot guarantee the safety or suitability of the equipment and resigns all responsibility for its maintenance.

26. Disposal in an environmentally-friendly manner

The Group complies with the W.E.E.E. Directive, which came into force on 1 July 2007. It aims to minimise the impact of electrical and electronic equipment on the environment both during their life time and when they become waste. It encourages and sets criteria for the collection, treatment, recycling and recovery of waste equipment.

Where the item is to be donated to an external organisation, the recipient organisation must be registered as an Approved Authorised Treatment Facility (AATF) for Waste Electrical and Electronic Equipment (WEEE) by the Environment Agency, to ensure that the computer equipment will be recycled and no unusable equipment or parts will end up in landfill. Records should be kept of

computer equipment donated to third parties, as evidence that the Group is committed to increasing the rate of recycling of all appropriate materials.

27. Other relevant guidance and legislation

- Employee Code of Conduct;
- Equality Policy;
- Communication Strategy;
- Computer User Code Statement;
- Harassment Policy;
- Computer Misuse Act 1990;
- Data Protection Act 1998;
- Information Commissioner's Employment Practices Code and Supplementary Guidelines.

28. Roles and responsibilities

The ICT Manager is responsible for ensuring that this policy is maintained up-to-date, is consulted with colleagues and is implemented.

The Director of Finance and Governance is responsible for ensuring that this policy is approved by the relevant body and complies with legislation currently in force within the UK and the EU.

29. Performance management

Any concerns regarding the adherence to this policy will be reported to the Business Leadership Team.

Availability of networked systems will be reported through the Group's performance indicators.

30. Review

The Group will monitor and review this policy to make sure that the aims are being achieved.

Out of office message

I am currently away from the office and will return on <insert day month year>. <I will not be accessing my emails>/<I will have limited access to emails>/<although I will be accessing emails> during my absence.

If your email requires an earlier response or you have an urgent issue please contact Jane Doe on 01383 608123 or at jane.doe@fifehg.org.uk.

Kind regards

DIGNITY AT WORK POLICY

1. Introduction

We are committed to providing a working environment where everyone is treated with dignity and respect.

The Group is committed to providing a working environment which is free from harassment, bullying and intimidation of any nature. This policy applies to every employee, governing body member, agency worker, contractor and consultant. Under legislation, harassment related to certain characteristics is specifically prohibited. The Group does not condone harassment for any reason.

2. Main points

The policy aims to make sure that all employees are treated with dignity and respect, regardless of any person characteristics.

The policy lists our responsibilities and the procedures the Group will follow to seek to eliminate harassment in the workplace and to ensure it is dealt with appropriately where it arises.

This policy is embedded in the Group's values and behaviours and colleagues should adhere to our values and behaviours at all times.

3. Your responsibilities

You:

- must accept personal responsibility for the obligations imposed on you by law and by this policy to make sure harassment does not take place;
- must make sure that your behaviour does not cause offence, or discriminate against fellow colleagues, contractors, job applicants, clients or customers in the course of your employment with us;
- must tell management about any apparent instances of harassment; and
- must not indirectly support the person committing the harassment by ignoring an incident.

If you commit discrimination or harassment, we will take disciplinary action, which could lead to dismissal.

If you feel you have been harassed, you should raise the issue, in confidence, in line with the procedure set out below.

4. Definitions

Harassment

Unwanted conduct which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual.

Bullying

Offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means intended to undermine, humiliate, denigrate or injure the recipient.

Protected characteristics

The legal grounds on which discrimination and harassment claims can be made in the employment tribunal; i.e. age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

5. Policy principles

This policy aims to:

- Ensure that all employees, governing body members, agency workers, contractors, and consultants are treated with respect and dignity from each other, and members of the public;
- Ensure that all employees, governing body members, agency workers, contractors and consultants respect the differences within the community they serve and treat customers and members of the public accordingly;
- Provide a working environment where all backgrounds, cultures, values and lifestyles are respected and treated with dignity at all times.

6. Procedure in dealing with breaches of dignity and respect

This procedure is complemented by the Group's Disciplinary and Grievance Policy.

Colleagues

Where an employee feels that they have not been treated with dignity and respect at work, there are a number of ways in which this can be addressed.

(a) Informal stage

Where possible and appropriate, breaches of this policy should be dealt with informally in the first instance. In many cases, inappropriate behaviours are unintentional and can easily be resolved once the behaviour has been

highlighted. This is often the most efficient way to maintain positive working relationships.

In managing the issue informally, employees should, in the first instance, alert their line manager to the behaviour. Thereafter, the employee should be encouraged by the line manager and, with their support, approach the individual and highlight what behaviour has been offensive. Should the employee be uncomfortable with this, then the line manager should approach the individual and have the same discussion. A note should then be put on file of the person who has displayed the inappropriate behaviour and the individual who raised the issue.

(b) Formal stage

If the behaviour is of a more serious nature, or it continues after the informal approach has been taken, then the issue should be dealt with under the Group's Grievance Procedure.

Where action is required against another colleague, this will be taken under the Group's Disciplinary Procedures.

7. Governing body members, agency workers, contractors and consultants, tenants or members of the public

Where a governing body member, agency worker, contractor, consultant, tenants and/or member of the public feel that behaviours towards them have breached the principles of this policy, they should inform the Director of Finance and Governance of this as soon as reasonably practical. The complaint will be investigated appropriately and dealt with, where appropriate, under the Disciplinary Procedure.

8. Individuals found to be in breach of the principles of this policy

Where individuals are found to be in breach of this policy whether that be employees, governing body members, agency workers, contractors, and/or consultants, this will be dealt with in accordance with The Group's Code of Conduct and other relevant policies including the Group's Standing Order and Financial Regulations , Code of Conduct and Expenses and Benefit Procedure – (input link). This may result in termination of the individual's contract or engagement within the Group.

9. Malicious allegations

Any person believed to be making fictitious or malicious allegations may be dealt with through the Group's Disciplinary procedure which may result in disciplinary sanction, up to and including dismissal in appropriate cases.

10. Roles and responsibilities

The Human Resources Manager is responsible for the implementation and review of this policy.

The Group will ensure that all new employees, governing body members, temporary and agency workers will receive this policy as part of their induction training.

This policy applies to all employees, governing body members, temporary and agency workers and, therefore, all mentioned parties have a responsibility to abide by the principles outlined above, and also alert their line manager or the Human Resources Manager should any behaviours be witnessed which breach this policy.

CLEAR DESK AND SCREEN POLICY

1. Overview

The purpose for this policy is to establish a culture of security and trust for all colleagues at Fife Housing Group. An effective clear desk effort involving the participation and support of all colleagues can greatly protect paper documents that contain sensitive information about our customers. It also reduces the risk of information theft, fraud, or a security breach caused by sensitive information being left unattended and visible in plain view.

2. Purpose

The main reasons for a clear desk and screen policy are:

- A clear desk can produce a positive image when our customers visit the Group. Who knows who and when someone will visit our offices? A clean and tidy office makes us look efficient and presentable to anyone who decides to visit;
- It reduces the threat of a security incident as confidential information will be locked away when unattended;
- Sensitive documents left in the open can be stolen or misplaced.

3. Responsibility

This policy applies to all colleagues employed/contracted by Fife Housing Group.

4. Scope

At known extended periods away from your desk, such as a lunch break, sensitive working papers are expected to be placed away.

At the end of the working day you are expected to tidy your desk and to put away all papers and portable equipment (e.g. staplers, punches, etc.). The Group provides lockers and lockable units for this purpose.

5. Action

Clear desk

- If in doubt - throw it out. If you are unsure of whether a duplicate piece of sensitive documentation should be kept, check with your line manager.
- Scan appropriate/relevant paper items and file them electronically using Filestream.

- **Never** throw any sensitive documents into the paper bin. Use the confidential recycling bins provided around the office.
- You should clear your desk at the end of each day. This not only includes documents and notes, but also post-its, business cards, and removable media i.e. laptops, iPads, mobile telephones, PDA devices, CDs and memory sticks.
- Where lockable filing cabinets, drawers or other means of furniture are not available, doors must be locked if left unattended.
- The reception desk should be kept as clear as possible at all times, sensitive information should not be held on the desk within reach/sight of visitors.
- Remember to lock your cabinets and lockers at the end of the day.
- Try to work with electronic documents whenever possible, without the need to print and work with physical papers.

Clear screen

- Screens should be angled away from the view of unauthorised persons.
- Windows security lock should be set to activate when there is no activity for a short pre-determined period of time and password protected for reactivation.
- All colleagues should log off or lock their machines when they are left unattended or leave for the day.

DRESS CODE POLICY

1. Introduction

This policy applies to all colleagues of Fife Housing Group and should be read in conjunction with the Code of Conduct and Health and Safety Policies.

2. Dress code requirements

The Group recognises that the way in which colleagues dress and present themselves plays an important part in the image that the Group portrays to tenants, external clients, suppliers and the general public. For this reason, you are asked to be aware of the way you present yourself and to adhere to the Dress Code Policy at all times when representing the Group.

It is expected that colleagues will apply a common sense approach to the dress code and dress in appropriate business or work attire. Clothing that works well for the beach, pubs and clubs, exercise sessions and sportswear is not appropriate for a professional appearance at work.

Clothing should be appropriate to the nature of the work. Work wear will be supplied to trade colleagues. Personal Protective Equipment (PPE) will be supplied as appropriate.

This policy is not exhaustive in defining acceptable and unacceptable standards of dress and appearance and colleagues must, therefore, use common sense in adhering to the principles underlying the policy.

3. Inappropriate attire

The following items are considered inappropriate business attire and should not be worn to work:

- Slogans or pictures on tops that could cause offence
- Clothing with foul language on it
- Revealing attire
- Sportswear including trainers and football tops/badges
- Denim or denim like material, combat trousers or torn trousers
- Flip flops
- Leggings
- Beach dresses/wear
- Ripped clothes.

Some articles of clothing may be regarded as offensive to some colleagues and/or tenants, and some may even be regarded as discriminatory or may cause health and safety concerns.

The above are just a few examples of what would be regarded as inappropriate attire for the workplace, however, colleagues are reminded that if they have any doubts in their own mind as to whether an article of clothing is appropriate, then it is likely that others will share this doubt and the article of clothing should not be worn.

4. Religious and cultural dress

It is the Group's policy that the wearing of religious and cultural dress (including clerical collars, head scarves, skull caps and turbans) is allowable and must not be discouraged. The exception to this protocol is where health, safety and welfare may be compromised by the wearing of such dress for the individual or other persons.

5. Colleagues who are required to wear a uniform and/or protective clothing and equipment

Colleagues who are required to wear a uniform must ensure that they do so whilst at work. Uniforms must be neat and clean and worn in a presentable fashion. Uniforms must not be altered in any way, or worn differently, without line manager's prior permission.

Colleagues who occupy roles that require protective clothing or personal protective equipment (PPE) under the Personal Protective Equipment at Work Regulations 1992 (as amended), such as hard hats, gloves and masks, are required to wear this clothing whilst at work. Any personal protective equipment will be supplied and maintained by the Group and they remain the property of the Group. Colleagues must, therefore, take care of the PPE and uniforms and return them in good condition on the termination of employment. In the event that you fail to return your uniform or PPE in good condition or at all on termination of employment or you lose or damage your PPE during employment, the replacement cost of your PPE may be deducted from your final salary payment.

6. Personal hygiene

In addition to the minimum standards of dress and appearance set out above, all colleagues are required to take all reasonable steps to maintain acceptable levels of personal hygiene. Poor personal hygiene can result in an unacceptable working environment for other colleagues, given the close proximity in which you have to work, and it can create a negative image of the Group when dealing with clients, customers, tenants, contractors or suppliers.

7. Breaches of this policy

If you fail to comply with the above rules on dress, appearance and personal hygiene, this is a serious matter and will be dealt with in accordance with the Group's disciplinary procedure.

In addition, depending on the circumstances of the case, your line manager may require you to go home and change your clothing or bathe. If this happens, you have no right to be paid for the period of your absence from work.

HEALTH AND SAFETY POLICY

1. Legal Framework

The Health and Safety at Work Act 1974

Fife Housing Group and its wholly-owned subsidiary has a duty to prepare and revise a written statement of health and safety policy and details of the organisation and arrangements for carrying out the policy.

In this policy, we detail our organisation and arrangements, and in associated procedures and guidance documents we detail the specific operational processes which create a complete health and safety management framework.

2. The Management of Health and Safety at Work Regulations 1999

Under these regulations, we must make appropriate arrangements to manage health and safety and make sure that we exercise suitable and sufficient control of these arrangements through effectively planning and organising our activities, managing the process, and by monitoring and auditing our preventative and protective measures.

These regulations also mean we have to appropriately and sufficiently assess the risks colleagues may face whilst at work. This includes assessing the risks to others arising from our work activities. We can achieve this by:

- analysing our activities and work areas to establish where we need to assess risks;
- developing an inventory of activities and work areas, and creating risk management processes, to facilitate a programme of risk assessments of all entries on the inventory;
- making sure we have enough trained and competent people to carry out those risk assessments; and
- analysing the outcomes of risk assessments and taking appropriate remedial action to address uncontrolled risks, including review of the process within our strategic management objectives.

3. Health and Safety Policy Statement

The Board of Management at Fife Housing Group is responsible for the conduct of the business of the Group.

The Health and Safety at Work etc. Act 1974 imposes statutory duties on employers and employees. To enable these statutory duties to be carried out, it is the policy of Fife Housing Group so far as is reasonably practicable, to ensure that responsibilities for health and safety are assigned, accepted and fulfilled at all levels of the Group; that all practicable steps are taken to manage the health, safety and welfare of all colleagues; to conduct the business in such a way that the health and safety of visitors and contractors, to any premises under our control, is not put at risk. It is the intention of the Group, so far as is reasonably practicable, to ensure that:

- a) the working environment of all colleagues is safe and without risks to health and that adequate provision is made with regard to the facilities and arrangements for their welfare at work;

- b) the provision and maintenance of machines, equipment and systems of work which are safe and without risks to health to colleagues, contractors and any other person who may be affected with regard to any premises or operations under our control;
- c) arrangements for use, handling, storage and transport of articles and substances for use at work are safe and without risks to health;
- d) adequate information is available with respect to machines and substances used at work detailing the conditions and precautions necessary to ensure that when properly used they will be safe and without risk to health;
- e) colleagues are provided with such information, instruction, training and supervision as is necessary to secure their health and safety.
- f) the Health and Safety Policy will be reviewed annually. Communication of any such changes will be made to all colleagues.

It shall be the duty of all **colleagues** at work to ensure:

- a) 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.
- b) co-operation with the Board of Management so far as is necessary to ensure compliance with any duty or requirement imposed on the employer, or any other person, under any relevant statutory duties.

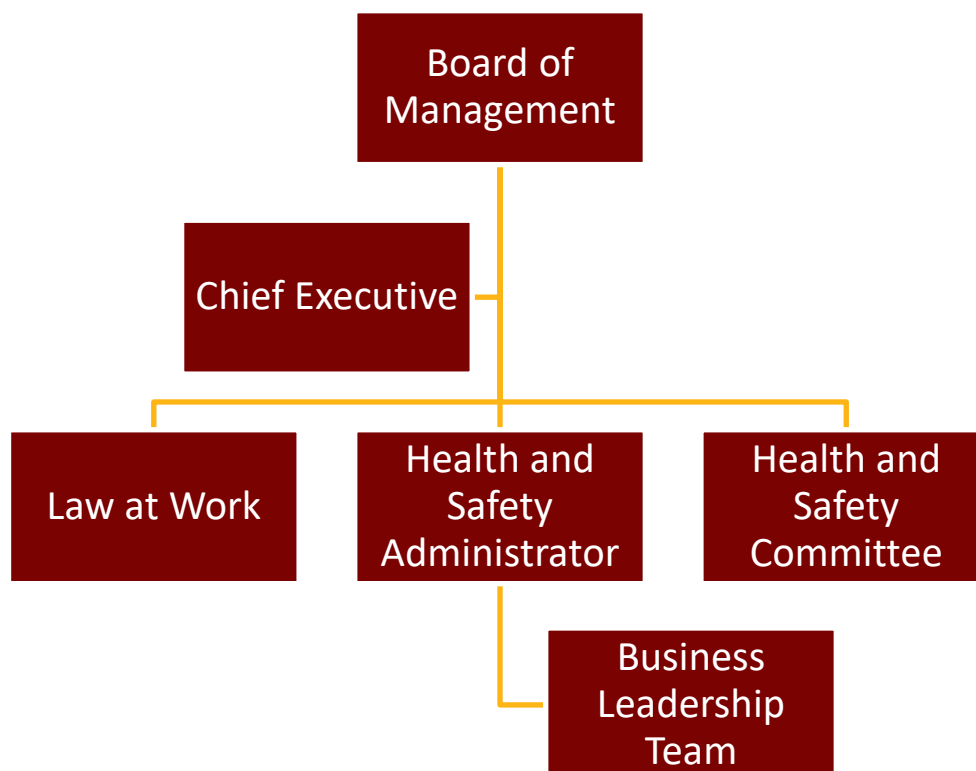
4. Responsibilities - Overview

We recognise that all individuals within the organisation have a responsibility to ensure their own safety and that of others. Consequently, all colleagues will have the potential to be held liable if their negligent acts or omissions result in harm being caused to any other persons.

The following sections set out the principal health and safety related responsibilities of individuals within the organisation.

The management responsibilities defined within this policy should ensure that adequate and appropriate managerial control is exercised over health and safety issues.

5. Health and Safety Organisational Chart



6. Responsibilities – Board of Management

The Board of Management, headed by a chairperson, comprises ‘lay persons’ from the local community, acting as a body to oversee the operations carried out by the Group.

It is recognised that the Board of Management, while not actively involved in the day to day running of the organisation, is collectively responsible for providing leadership and direction on health and safety, and in particular the Chief Executive shall be responsible for implementing the Board of Management’s plan for health and safety.

In addition to receiving the minutes of the Health and Safety Committee the Board requires the submission of an annual health and safety report on an annual basis. This will allow the Chief Executive to report on safety performance, funding requirements, safety failures and other health and safety related issues. The Board of Management will give all such issues due consideration and will make available all reasonable funding and support as may be required.

7. Responsibilities – Chief Executive

The Chief Executive is responsible for the general day to day running of the Group. It is recognised that this function incurs the overall responsibility for health and safety management within the organisation

The Chief Executive will endorse and sign the Health and Safety Policy.

The Chief Executive will hold ultimate responsibility for the implementation of the organisation’s

policy, procedures and arrangements. The Chief Executive will appoint an adequate competent person to achieve and maintain legal compliance. This service is currently provided by Law at Work.

The Chief Executive will receive a report quarterly from the Health and Safety Committee on safety performance, funding requirements, safety failures and other health and safety related issues. Justified requests will be made to the Board of Management for resources, support or funding required for health and safety purposes.

The Chief Executive will be responsible for maintaining an adequate programme of colleagues' training in health and safety issues, ensuring that all colleagues are given appropriate instruction, information and training.

The Chief Executive will ensure that adequate communication channels exist throughout the entire organisation to allow health and safety issues to be dealt with timeously and effectively.

The Chief Executive will ensure that all significant safety failures are fully investigated and reported to the Board of Management.

The Chief Executive will give due consideration to all health and safety related requests from the Health and Safety Administrator, Directors and all other colleagues, taking appropriate action where necessary and requesting support/approval from the Board of Management where required.

8. Responsibilities – Directors(Business Leadership Team)

Directors will take an active participation in the Health and Safety Committee. This will involve the identification of health and safety concerns within their teams.

Directors will implement all relevant policies, procedures and arrangements within their teams in order to comply with the aims of this policy and the expectations of the Health and Safety Committee. .

Directors will ensure that adequate communication channels exist throughout their teams to allow health and safety issues to be dealt with timeously and effectively.

Directors will ensure that all colleagues adopt safe working procedures, work in accordance with any training provided and properly use any control measures, protective equipment etc.

Where Directors identify the need for further training or any other form of risk control for colleagues, the issue will be reported to the Health and Safety Committee.

9. Responsibilities – Colleagues

Colleagues will comply with the policies, procedures and arrangements set out in the Health and Safety Policy or issued to support the policy and with any information, instruction and training provided. In addition, any risk control measures and equipment provided to ensure safe working practices will be properly used.

Colleagues will report to their Manager or Director or other member of the Leadership Team any identified breaches of health and safety procedures, accidents or safety related incidents.

Colleagues are encouraged to inform their Manager or Director, where they believe that further training or other risk control measures would be beneficial. Tasks should not be carried out where the colleague believes significant risk to be present.

Colleagues will co-operate in all safety programmes, training, risk assessments and other initiatives that are intended to reduce risk and will actively implement any control measures identified as being required.

10. Responsibilities –Health and Safety Administrators(Director of Operations and Human Resources Manager)

The Health and Safety Administrators will undergo suitable training, and instruction in the implementation of the policies, procedures and arrangements.

The Health and Safety Administrators will maintain the Health and Safety Policy and related procedures. This will include the dissemination of all updates.

The Health and Safety Administrators will comply with their duties as set out in the control manual and will report the findings of any inspections, audits and other information gathering exercises to the Health and Safety Committee.

The Health and Safety Administrator will provide assistance to the Chief Executive, Health and Safety Committee and Directors and Managers in the undertaking of risk assessments, control implementation, policy development, etc. This will involve liaison with Law at Work.

11. Related Policies, Procedures and Further Reference

Our Health and Safety Policy and all supplementary procedures and guidance documents are held within the Health and Safety Compliance File.

12. Performance management

Any concerns regarding the adherence to this policy will be reported to the Board.

13. Review

This policy is reviewed annually or earlier if a material change requires this.

14. Further Support and Advice

Further support and advice on all health and safety matters can be obtained by contacting the Health and Safety Administrators Caroline O'Donnell (Director of Operations and Paula Skelton (Human Resources Manager, Operations either by e-mail: caroline.odonnell@fifehg.org.uk or Paula.Skelton@fifehg.org.uk or by telephone on 01383 606162.

To support this Policy please refer to the Safety Procedures filed separately in Cascade under Health and Safety or on the Policy Drive.

FLEET MANAGEMENT POLICY

1. Purpose

As part of its overall Health and Safety Legal Compliance File, the Group is committed to reducing the risks that colleagues face and create when they are driving at work.

This policy is intended to, as far as reasonably practicable, ensure the safety of anyone driving or riding in a vehicle supplied by the Group for business use.

This policy is linked to the terms and conditions of employment. Breaching this policy may render you liable to disciplinary action including dismissal.

The operational implementation of this policy is the responsibility of line managers and drivers.

Managers with a responsibility for Group vehicles and drivers of Group vehicles are required to familiarise themselves with this policy guidance. This policy will be incorporated into the Group's colleague handbook for all new employees who are required to drive commercial vehicles owned, leased or hired by the Group as part of their duties.

This policy states minimum steps to be taken to increase the safety of the Group's fleet operation. However, the intention is that changes to legislation, improvements in vehicle safety and technology can be incorporated without the need to rewrite the entire document.

2. Vehicles

Vehicle procurement

To ensure that minimum standards are maintained with regard to vehicles coming into the Group's fleet, the Director of Operations will oversee all vehicles related procurement.

The Group will purchase, hire or lease as appropriate, only vehicles that are suitable for the tasks for which they are intended. Where motor vehicles require specialist design, modification or adaptation, these works will comply with all relevant statutory provisions.

- The Operations Department must procure all vehicles for use on Group business. This includes vehicles purchased, leased/contract hired and short term rentals.
- The Operations Department will ensure that vehicles procured are suitable for the purpose and that the user is aware of all legal and operational requirements that must be adhered to when using the proposed vehicle.
- All new vehicles must be powered by engines conforming to the highest possible emission standards.
- All vehicles will clearly display the Group's fleet livery. Unauthorised signage is strictly prohibited.

Vehicle specification

The Operations Manager, in conjunction with the Director of Operations, will select vehicles for use by the Group after taking several factors including the following into consideration:

- Suitability for task;
- Safety systems and NCAP ratings;
- Environmental issues;
- Whole life costings.

Standard specification shall be as follows:

- All vehicles purchased new by the Group will be fitted with the minimum of anti-lock braking system and driver's front airbag. Vehicles not offering these minimum safety features will not be considered by the Group for purchase or contract hire.
- All seats must have three point seat belts and an adjustable head restraint. Seats without these features should not be used except in an emergency.

Insurance

The Group carries comprehensive motor insurance for all vehicles. Copies of insurance certificates can be obtained from the Director of Finance and Governance.

Group vehicles must **only** be used for business activities and exclude the carriage or passengers for hire or reward. Our vehicles may not be used for any type of motoring sport, including racing, rallying, competing, trialling or pace-making, whether on the public highway or on private land.

It is the responsibility of all fleet drivers to declare all convictions, penalty points, revocations, endorsements or other changes to their driving licence immediately to their line manager who will liaise with Human Resources to discuss any potential restrictions thereafter.

Other drivers

Another employee may use a Group vehicle on Group business if they meet the following criteria. The employee must hold a current full driving licence appropriate to the vehicle, have held a licence free from endorsements for more than 12 months (unless written approval to relax this provision is granted by the relevant Business Leader) and have authorisation by the Chief Executive of the Group, or their appointed representative, and have completed a drivers declaration.

Group vehicles are only to be used for Group business and authorised community activities. The Group regards breach of insurance provisions as a breach of the Group's Fleet Management Policy, which is a disciplinary offence.

Use of vehicles

Group vehicles must only be used to carry materials, tools and/or passengers on authorised journeys (including commuting).

Some insignificant private mileage may be permitted but only subject to the prior approval of the Operations Manager, Director of Operations or other relevant Business Leader. Private

use is insignificant if it is the exception to normal business use; it is intermittent and irregular; and lasts only for a short time on odd occasions throughout the year.

It may include a slight detour on the normal route to and from work to stop at a newsagent or to attend a medical or dental appointment. It will not include regular use for supermarket shopping or use for any social activities.

Private use will be monitored and, if unauthorised or deemed to be significant for tax purposes, the driver may be subject to disciplinary action and liable for taxation for private use.

Drivers must be in possession of a current driving licence and must have held a licence free from endorsements for more than 12 months (unless written approval to relax this provision is granted by the relevant Business Leader).

The Director of Operations will request a copy of driving licences and these will be kept on file. Any employee found driving without a current valid driving licence, or who has not declared all material facts regarding their licence, may be subject to summary dismissal in accordance with the Group's disciplinary procedures.

Authority shall only be considered to have been given when the journey is for official Group purposes, and/or the employee is acting on the instruction of a Business Leader of the organisation.

Only authorised passengers should be carried in Group vehicles as follows:

- Group employees on duty, or travelling to or from duty;
- Persons engaged on work for or on behalf of the Group;
- Persons being carried in the event of an emergency;
- Persons being transported as part of the Group's service;
- Other persons authorised by appropriate management.

Vehicles are not to be used for transporting family members or friends.

Vehicles will normally be kept at the designated driver's home address outwith working hours and during annual leave and other authorised absences. The designated driver will be responsible for ensuring that the vehicle is secure and in a safe, functional and roadworthy condition. This will include the requirement to carry out regular checks on battery life.

It is the legal responsibility of the driver to ensure that authorised passengers and goods are carried safely and securely at all times.

No goods are permitted to be carried in a Group vehicle other than property which belongs to the Group, or tools, equipment and materials being used on behalf of the Group, or as otherwise authorised by management.

Tools and materials are not permitted to be transported in the same cabin space as personnel.

Passengers are only to be transported in properly designed and fitted seats. Seat belts are to be worn wherever fitted.

Animals are not permitted to be transported in company vehicles.

Vehicle checks

To ensure Group vehicles are kept in a roadworthy condition, in compliance with current legislation, it is the responsibility of all drivers to ensure that there are no obvious defects or deficiencies to the vehicle they drive.

Line managers must allow drivers sufficient time to carry out weekly checks.

All drivers must complete a weekly vehicle checklist on first use of the vehicle (see Appendix 1).

Defects affecting roadworthiness, safety or that will cause further damage to the vehicle if use were to continue must be reported immediately to the Operations Manager or relevant Business Leader for action.

Vehicles that are not deemed to be roadworthy must not be used.

Defects that do not affect roadworthiness or safety must be reported to the Operations Manager or relevant Business Leader. The Operations Manager/relevant Business Leader must ensure that arrangements are made to repair defects as soon as reasonably practicable.

Where there is uncertainty about the severity or classification of a defect, the Finance and Governance Department should be contacted for advice.

Drivers are expected to make sure that their vehicles are kept in a clean and tidy condition. This includes cleaning the cabin space, storage area and washing externally.

The Group reserves the right to inspect vehicles at all times. Designated drivers who are found to be in disregard of their obligations may be disciplined in accordance with the Group's disciplinary procedure.

The Operations Manager/relevant Business Leader will, on request, organise training for drivers with regards to vehicle weekly checks.

Vehicle maintenance

The fleet is wholly owned and maintained by Fife Housing Group. The vehicles will be maintained to a high standard of road worthiness. Vehicle services and regular maintenance checks will be conducted to ensure all vehicles are of MOT standard.

No modifications or alterations to Group vehicles will be carried out without the written authority of the Operations Manager or relevant Business Leader.

The Operations Manager/relevant Business Leader will arrange spot checks on the maintenance and cleanliness of the fleet.

Mobile phones and other devices

All fleet vehicles are set up with hands-free devices. A selection of vehicles have been equipped with dashcams and reversing cameras.

The driver of a vehicle must only answer any calls when it is safe to do so.

Drivers

All employees are expected to drive in accordance with the requirements of the Highway Code, safely and with consideration for other road users and pedestrians at all times.

When new vans are procured, driver refresher training will be arranged and all colleagues driving new vans will be required to undertake this training.

Employees must not drive in excess of any legal speed limits. Evidence of breaking legal speed limits gathered through that source or as a result of police action may be result in disciplinary action being taken against the employee.

Drivers must ensure that they and any passengers in the vehicle do not smoke in it at any time; or in its immediate vicinity should any of its doors or windows be open. These provisions include the use of electronic/vapour cigarettes.

Vehicles must not be left unattended whilst the engine is switched on.

Fuel

Drivers will be issued with a Fuel Card which can be used to purchase diesel at authorised filling stations. A copy of the sales voucher must be attached to the mileage records submitted to the Operations Manager. In the event that a voucher cannot be provided, this may lead to a deduction in the wages of the employee for the diesel purchased. If an employee leaves the Group, they must return the Group's fuel card to the Operations Manager.

Vehicles provided to employees may be fitted with a driver management system designed to monitor driver behaviour and encourage safe and efficient driver behaviour and the achievement optimum fuel efficiency. All drivers are required to make every effort to drive in a fuel efficient manner. Failure to do so may result in disciplinary action being taken against the employee.

Any loyalty bonuses associated with the cards cannot be used for personal use.

Vehicle security

The driver in charge of a Group vehicle is responsible for the safety and security of the vehicle and its contents whenever the vehicle is left unattended. The following actions must always be taken on such occasions:

- The vehicle must be parked legally and not cause an obstruction to other road or pavement users;
- The parking brake must be engaged;
- The ignition key must be removed from the vehicle;
- All doors and windows must be closed and locked;
- If fitted, anti-theft devices must be switched on and activated;
- Vehicle keys must be kept secure at all times.

Damage or injury

A 24-hour telephone helpline number is located in each van in the event of breakdown.

Drivers will be expected to take good care of the vehicles that they are allocated at all times. Failure to take proper care of the vehicle may result in disciplinary action being taken against the employee.

In the event of any damage to the Group's vehicle, an Incident Report Form (see Appendix 2) must be completed by the driver and submitted within 24 hours of the incident taking place to the Operations Manager who will decide whether to authorise repairs.

Where damage to one of the Group's vehicles is due to an employee's negligence or lack of care, the Group may insist that the damage is rectified by the employee or the employee will be asked to pay the excess part of any claim on the Group's insurers and, in addition, may be required to meet part or all of the cost of repairing any damage caused through their actions or neglect.

Failure to report damage to the vehicle may result in the designated driver being recharged for the cost of the repair.

Payment of fines and prosecutions

The Group is not liable for any payments of fines, penalties, excess charges or costs arising from civil actions or prosecutions resulting from the actions of any employee whilst driving or otherwise responsible for Group vehicles.

In the event of theft of the vehicle as a result of negligence on behalf of an employee, the employee will be required to make good that loss and, in any event, will invoke the Group's disciplinary procedures.

WEEKLY VEHICLE CHECKLIST

(Checks to be conducted before use of the vehicle)

EXTERNAL VEHICLE CONDITION

(Item ✓ = satisfactory/available or X = defective/missing)

- Condition of vehicle bodywork, windscreen, windows, lights
- Condition of windscreen wiper blades
- Cleanness of windscreen, windows, mirrors, lights, number plates
- Security of load, trailer, roof rack
- Condition of tyres, tyre pressure, tyre wear
- Availability of spare wheel & jack

FLUIDS

- Engine oil level
- Coolant level
- Windscreen wash level
- Brake/clutch fluid
- Check for Oil leaks

VEHICLE INTERIOR AND EQUIPMENT

- Condition & function of seat belts
- Head restraint adjustment
- Mirror adjustment
- First aid kit
- Fire extinguisher
- Warning triangle

FUNCTION CHECKS BEFORE STARTING THE JOURNEY

- Warning light
- All lights
- Horn
- Washers & wipers
- Brakes
- Fuel

All the items above have been checked and any defects and omissions reported.

Vehicle Registration No: _____

Driver's Signature: _____

Date: ____ / ____ / ____

INCIDENT REPORT FORM – DAMAGE TO GROUP VEHICLE

Time and date of Incident	
Name of employee	
Registration of vehicle	
Nature of incident	
Full details of damage to vehicle	
Please detail any witnesses	
Signature of person reporting damage	
Date	

TO BE COMPLETED BY LINE MANAGER

Date incident report received	
Damage to vehicle	
Insurance claim?	
Was the damage due to negligence or lack of care?	
Recharge employee?	
Cost of repairs	
Authorisation to carry out repairs	
Date	

LONE WORKING POLICY

1. Lone working devices

Lone worker devices will not stop incidents from occurring, nor should they provide the user with a false sense of security, where they may put themselves at further risk, however, they are effective when combined with a package of measures to protect lone workers.

The lone worker alarm system is designed for all colleagues who work in isolation from colleagues and may need the ability to call for assistance when their personal security is threatened.

The KIT devices supplied by First2HelpYou provide GPS locations when the device is activated which help locate the user for emergency support.

If a lone worker indicates they need help, the call centre will be able to listen to and record events in a way that is legally admissible making it easier for workers to bring cases to prosecution, where appropriate. The phone number for the Alarm Receiving centre is 01757 244560, this should be saved into the phone of all users and escalations.

A user guide for the KIT Device can be downloaded from Cascade under Health and Safety section in Documents option or a copy of the user guide and links to videos can be opened from <I:\Colleague Documents\Lone Working User Guides and Videos>.

2. Device options

Colleagues are responsible for completing appropriate training before using the device. If you have not received face to face training then an email will be sent to you from First2HelpYou and you should arrange with your line manager or Human Resources to select time to view training videos and complete a competency survey before using the KIT Device.

Human Resources must inform First2HelpYou when employees are no longer using the device quoting the user details and the serial number of the device.

You are responsible for the device and chargers and must report any issues to Human Resources as soon as practical. If you are using a pool device, you are required to register with Human Resources before use.

3. Escalation contact guidelines

1. Contacts must be made aware they have been nominated as an escalation contact.
2. Contacts must be made aware of the lone worker they are an escalation for (see page 147).

3. In the event of a lone worker alarm, contacts are available 24/7 to take a phone call from the Alarm Receiving Centre (ARC).
4. Contacts have access to a mobile phone as a default communication access route.
5. Contacts should have voice message enabled on their mobile phones.
6. Contacts must have the direct telephone number(s) of the lone worker they are an escalation for.
7. Contacts should have some working responsibility and/or job role understanding of the lone worker they are an escalation for.
8. In the event of a lone worker alarm, and on receipt of an escalation call/voice message from the ARC, it is the responsibility of the contact to respond immediately to the lone worker alarm and seek to make contact with the lone worker they are an escalation for.
9. In the event of a lone worker alarm, contacts have the responsibility to update the ARC (01757 244560) on the details of the alarm event and its nature to enable further escalation action to be taken.
10. Contacts have the responsibility to keep Human Resources updated of their direct telephone number(s) for access by the ARC and also on their non-ability to receive a lone worker alarm escalation call, i.e. holiday periods/long term illness/change of responsibility/change of employment status.

For further information about escalation contact guidelines, please contact our support team on 0333 772 9402 or email support@first2helpyou.co.uk.

4. Pool user guidelines

1. The use of Amber alert messages is critical to the success of the service. The ARC will know which pool user has the device.
2. You must leave on an Amber alert message, your name and area you are visiting along with the best contact number for you.
3. Awareness across the pool user base of the device configuration settings especially Amber alert protocol for the group.
4. Correct contact numbers for all pool users, especially mobile phones including voice message enabled.

For further information about escalation contact guidelines, please contact our support team on 0333 772 9402 or email support@first2helpyou.co.uk.

5. Use of devices

Colleagues who are issued with a KIT device should see it as personal protective equipment (PPE) and should, therefore, use it according to the training to use it effectively and in line with health and safety law. All colleagues issued with a

device will be required to use the device at all times when at work. If it is deemed that colleagues are not using the equipment provided and their safety is put at risk following an incident, your line manager will need to discuss this with you. Persistent non-use will result in the commencement of disciplinary proceedings against you.

All devices issued are the responsibility of that individual to ensure that the device is charged and active at all times when on duty. Any faults with the device should be reported immediately. Devices cannot be shared with co-workers and any incident of misuse will be investigated and may lead to disciplinary action being taken. If you lose your device, you may be liable for the cost of a replacement device.

Line managers and First2HelpYou will have access to monitoring reports to monitor the usage of the devices to ensure they are being used effectively by colleagues.

Devices will not be used as a tracking device but in the event of a red alert or man down call is activated from the Alarm Receiving Centre, we may need to access the system to check your last known location.

6. Personal safety guidance for colleagues working alone

Use of public transport

- Wherever possible, try and wait for public transport at a busy bus stop or train station that is well lit.
- On a bus, try and sit near the driver of the vehicle or in an aisle seat.
- Familiarise yourself with the emergency alarm on the vehicle and sit near to it.
- Try and avoid empty upper decks on buses or empty train compartments.
- If threatened by other passengers, inform the driver or guard.

Use of vehicles

- Items such as bags, laptops, cases, iPads or other equipment should never be left visible in the car.
- Always hold the vehicle keys in your hand when leaving a premise in order to avoid looking for them outside, which could compromise your personal safety.
- The inside and outside of the vehicle should be checked for possible intruders before entering.
- Once inside the vehicle, all doors should be locked, especially when travelling at low speed, in built up areas and when stopped at lights.
- Always try and park as close as possible to your location.
- At night, park in a well-lit area and face the direction in which you are leaving. This would normally be the direction from which you came.
- If driving alone, especially after dark, do not stop for people who may be in distress or requiring help. Stop as soon as is reasonably practicable and safe to do so and contact the emergency services, as appropriate.
- If followed, or if in doubt as to whether you are being followed, drive to the nearest police station or manned and lit building such as a petrol station to request assistance.

- Sound your car horn to attract attention or help if needed.
- In the event of a break down, where it is safe to do so, stay in your vehicle, put on the hazard lights and call for assistance.

Travelling by foot

- Plan your route beforehand to avoid going through underpasses or taking short cuts through areas which may be less safe, e.g. parks, especially after dark.
- Walk briskly if possible and physically able to do so, and do not stop in areas that are unknown to you, for example, looking at a map or asking for directions. Instead go to a 'safe' place such as a petrol station or shop and ask for directions.
- If you think you are being followed, trust your instincts. Cross the street, and if you are still being followed, head for a busy area.
- Avoid using mobile phones overtly in any area. If it is necessary to use your phone, where possible, do this in a safe place such as in a shop entrance.
- Remain alert to people around you and stay in the centre of the footpath facing oncoming traffic.
- Hold bags under your arm with the clasp close to your body; do not wear rucksacks over your shoulders as they make it easier for attackers to pull you to the ground.
- Don't wear earphones, always be aware of your surroundings and make sure you can hear if someone is behind you and shouting to you.
- If someone attempts to steal your belongings, you should relinquish the property immediately without challenge.
- Consider keeping your house keys and mobile phone separate from your handbag/briefcase.
- Wear sensible footwear with non-slip soles.
- Where possible, avoid overtly displaying valuables on your person such as jewellery, portable entertainment systems, etc.
- Try not to stop at cash point machines to draw out sums of cash.
- Try and avoid passing groups/gangs of people who may be, or appear to be under the influence of alcohol or drugs.
- Carry a torch.
- Make colleagues aware of your estimated time of arrival and departure.

Use of taxis

- Wherever possible, a taxi should be booked in advance from a reputable company, e.g. a company that displays the local authority licence. Drivers will carry a Public Carriage licence within their taxis, which will identify the driver and the vehicle they are driving. Always make sure that the driver knows your name and destination before you get into the taxi.
- If no taxi has been booked, you should firstly telephone a reputable company, if this cannot be done, then go to the office of a reputable company or go to a recognised taxi rank to hail a cab.
- Never use an unlicensed taxi.
- Sit in the back of the taxi behind the driver's seat and have a mobile phone readily accessible.
- Avoid giving out too much personal information to the driver.

Cycling/motorcycling

- When cycling, avoid unlit areas and quiet roads.
- Secure bike near premises in a well-lit area, if possible.
- Always hold the bike lock keys in your hand when leaving premises in order to avoid looking for them outside which could compromise personal safety.
- Fit and use front and rear lights to your bicycle when dark.
- Avoid making repairs to your bicycle in isolated areas, where possible push the bike to the nearest safe place e.g. petrol station, guarded car park to make repairs.
- If someone attempts to steal your bike, you should relinquish the property without challenge.

During a visit

- Lone worker and the appropriate department to ensure that as much information as possible is obtained on the home environment prior to the visit so that possible risks can be assessed.
- Lone worker to ensure that they carry their ID badge and be prepared to identify themselves if challenged.
- Carry out a “10 second risk assessment” when the lone worker first arrives at the premises and the front door is opened. If the lone worker feels that there may be a risk of harm, they should make an excuse ready not to enter the house and arrange for an alternative appointment.
- The lone worker should make sure that when they enter any premises that they shut the door behind them and make themselves familiar with the door lock in case they need to make a quick emergency exit.
- Wherever practical, avoid being in a situation where the exit is blocked by a resident.

Dealing with animals

- If there is a known problem with animals at a particular address or location, the occupants must be contacted and requested to remove or secure the animals before arrival.
- If the lone worker is confronted by an aggressive animal on a first visit to an address, they should never put themselves at risk. If necessary, the visit should be abandoned, and the incident reported to the line manager and finally an incident report form completed.
- If a request to remove or secure an animal/pet has provoked a negative reaction, all possible efforts should be made to ensure the situation is managed and defused. Should hostility become evident, alternative arrangements should be made to carry out the visit (and future visits).

Void property

- Lone worker and the appropriate department to ensure that as much information as possible is obtained on the void property prior to the visit so that possible risks can be assessed.
- If possible, inform your manager of your arrival at a void property in advance. This is to ensure your safety. Contact them at regular intervals to verify that you are OK. If you change plans, then let your manager, work colleagues, relatives know as soon as possible.

- Lone worker to ensure that they carry their ID badge and be prepared to identify themselves if challenged.
- Carry out a “10 second risk assessment” when the lone worker first arrives at the premises.
- The lone worker should make sure that, when they enter any premises, they shut the door behind them, and make themselves familiar with the door lock in case they need to make a quick emergency exit.
- Ensure that all windows and doors are secure to prevent unauthorised access, so that the working environment is as safe as possible.
- Wherever practical, avoid being in a situation where the exit is blocked.
- Do not open the doors to any strangers, no matter what identification they have.
- Ensure you have access to a phone in case you need to call security, the police, your manager, work colleague, relative or other emergency services.
- Always try and park as close to the building as possible in a well-lit area.

7. Colleagues working alone within a department/building outside office hours

From time to time colleagues, including on-call colleagues, may need to carry out their work outside of normal office hours, such as early mornings, evenings and weekends. The following precautions must be taken to ensure that the health and safety of these colleagues continues to be protected.

- Where work is not scheduled or routine, if possible, inform your manager of your intention to work or arrival at a site in advance. This is to ensure your safety and also to ensure that alarms are not set off unintentionally. Also, if there is one sign in on any signing in procedure for the site.
- If you are working late at night or at weekends, let your manager, work colleagues and relatives know of your whereabouts and of the estimated time you are expected back. Contact them at regular intervals to verify that you are ok. If you change plans, then let your manager, work colleagues, relatives know as soon as possible.
- Ensure that all windows and doors are secure to prevent unauthorised access, so that the working environment is as safe as possible.
- Do not open the doors to any strangers, no matter what identification they have.
- Make sure that fire escape routes are available to you and not locked (as many fires happen outside of normal working hours, e.g. 9.00am to 17.00pm)
- Avoid using lifts at these times, as you may become trapped inside and unable to gain assistance or attention.
- Should the fire alarm activate while you are in the office alone, you must leave the building immediately by the nearest fire exit.
- Ensure you have access to a phone in case you need to call security, the police, your manager, work colleague, relative or other emergency services.
- Always try and park as close to the building as possible in a well-lit area.

8. Escalation process

Individual devices

Housing Officers

Housing Manager
Engagement Manager
Director of Housing

Engagement Team

Engagement Manager
Housing Manager
Director of Housing

Trade Colleagues

Trade Supervisors
Operations Manager
Director of Operations

Maintenance Officers

Operations Manager
Director of Operations

Clerk of Works

Asset Manager
Director of Housing

9. Quick guide

Make sure your lone worker device is fully charged before use. The device requires at least two hours to charge the battery in full which will provide at least 24 hours use.

Pre appointment

- Remove the device from charge and ensure it is switched on.
- Wear the device on your person.

Upon arrival

- Leave an **amber alert voicemail** message containing the first line of the address, the name tenant and a brief description of your task.
- Remain in **amber alert mode** during your task
- Cancel the **amber alert mode** when your task is complete and you are safe and well.
- If you have any concerns about your personal safety, or are suspicious of something about to occur – activate Red Alert.
- Repeat the 'upon arrival' instructions for every appointment.

Back in the office/home

- Place the device on charge to turn it off.

10. Issue of KIT lone working device

You have been issued with KIT lone worker device as you are deemed to be a colleague who works mainly out on-site and who is likely to be a lone worker. Pool devices are available for all other colleagues who may, from time to time, work out of the office or out of office hours alone.

The device is linked to a call centre and, if used correctly, they will be able to monitor your movements in an emergency situation

Full training will be given to you when you are issued with the device. The device is an investment, but we believe it offers a high degree of protection for colleagues and, as such, Fife Housing Group has agreed the following compulsory requirements from colleagues:

- The device must be worn at all times, especially when working away from the office.
- The device must be fully charged ready for the start of the working day.
- Colleagues must amber alert, especially to be used for flatted stock property visits.

Fife Housing Group strongly recommends that colleagues use the device to its full capability to maximise their safety at work, however, colleagues who choose not to do this, do so at their own risk.

I confirm that I have been issued with the KIT device:

Name (block capitals):

Signature:

Date:

I confirm that if I choose not to use the device to its full capability, I do so at my own risk:

Signature:

OFFICE SECURITY

1. Introduction

Full security access to the office is only given to colleagues.

2. Responsibilities

All colleagues have a responsibility that the office premises, car park and assets are secure at all times.

Colleagues must wear their ID security card at all times.

3. Intruder alarm system

The Group's premises are protected by an Intruder Alarm System which must be activated when the premises are unattended. The code for operation of the system must not be given out to anyone other than colleagues and details must, on no account, be left on the premises. In the event of activation of the system outwith office hours, Group 4 Security will attend the premises as soon as reasonably possible.

4. Access

Colleagues who require an ID security card must request this through Human Resources.

Access to the building is only available weekdays from 7.30am-6.30pm. If you require access to the building over and above these times, including weekends, speak to your line manager stating the reason why and they will arrange access through Human Resources.

Business Leaders, Operational Leaders and Trade Supervisors have 24-hour access.

5. Loss of ID security card

It is your responsibility to keep your ID security card safe at all times, if you lose it you must advise Human Resources immediately so that security can be disabled and a new card issued. A cost may apply if the card is lost due to negligence.

6. Visitors to the office

It is part of the Health and Safety policy that "visitors to any office of the Group will be accompanied at **ALL** times by an employee". Visitors to the office should log in at reception and receive a visitor badge and must only proceed beyond reception once accompanied by a colleague. On leaving the building, the visitor must sign out.

It is not anticipated there will be a need for members of the public, i.e. tenants, to proceed beyond the reception or interview rooms.

Board members will have access to the Conference Room, Training Room, kitchen, eating area and toilets. If they require access to other areas of the building, then Board members must be accompanied by a colleague.

NO SMOKING POLICY

1. Introduction

Smoking is a significant fire and health hazard. The Group wishes to secure a healthy and safe environment for all employees and visitors by eliminating smoking from its premises.

The Group is required under the Health and Safety at Work Act 1974 to ensure the health and safety of its employees at work. It has more specific requirements placed on an employer under legislation passed by the Scottish Parliament which prohibits smoking in public places including places of employment.

2. Policy statement

In complying with anti-smoking legislation, the Group prohibits smoking on its premises and surrounding grounds only. This prohibition applies to cigarettes, electronic cigarettes, vapour cigarettes, pipes, cigars and herbal cigarettes. The decision, whether or not to smoke off the premises in their own time, remains a matter of choice for individuals.

Smoking is **not** permitted in any part of the Group premises and surrounding grounds other than those areas designated at Pitreavie (this includes on-site car park and all cars parked therein).

3. Procedure

This policy also applies to all visitors, customers, temporary colleagues and contractors.

Colleagues are also not permitted to smoke outwith core times whilst working including carrying out home visits. Colleagues are entitled to one smoke break before 10.00am and one after 4.00pm only. If the level of exposure to colleagues from passive smoking is unacceptable in the course of an external meeting, e.g. home visit, then colleagues should explain the need to curtail the visit or meeting and arrange an alternative appointment which is in a smoke free environment.

4. Cessation support

The Group aims to offer support to colleagues who wish to give up smoking. Colleagues who wish to access this support should contact the Human Resources Manager who will meet confidentially with them to discuss how the Group can support them.

Support may take the form of advice on external agencies, information leaflets and how to access cessation aids (i.e. patches etc.).

The promotion and sale of tobacco products on the premises is strictly prohibited.

5. Monitoring and review of policy

The operation of this policy will be monitored and reviewed where required by changes in legislation.

6. Breaches of the No Smoking Policy

Any breach of the Group's No Smoking Policy will be dealt with as a serious disciplinary offence (in cases of colleagues under the Disciplinary Policy and for Board members through Code of Conduct).

7. Policy enforcement

It is the responsibility of all line managers to enforce this policy and for all colleagues, visitors and Board members to adhere strictly to it.

PERSONAL PROPERTY

We will not accept any responsibility for your personal property while it is on our premises, even if you are using it for official purposes. You should make sure you protect your property at all times.

SEVERE WEATHER PROCEDURE

1. Introduction

In order for the Group to provide an excellent customer service for our tenants, and in the interest of health and safety of employees, colleagues should use their best endeavors to get into work in bad weather. If they do not want to use their own transport, they should use public transport if it is running.

As employers, we will be flexible in terms of allowing colleagues to use flexi-time/TOIL to start work later if required. As we have a flexi system, this should not pose any problems as colleagues' travel time to and from work is always carried out in their own time. If colleagues choose not to travel into work in adverse weather conditions, they can take annual leave, flexi leave or TOIL once agreed by their line manager or another member of the Operational Leadership Team. It should be noted that getting to work is considered to be "essential travel" as we are providing a front line service. There are more demands on our service in winter months than at other times of the year because of the weather.

If conditions are so bad that public transport is not operating at all, it would be unreasonable to expect colleagues to travel. Similarly, if it gets so bad that people are advised not to travel at all (e.g. most roads, bridges are closed etc.), we will re-assess the situation and may grant colleagues paid leave in exceptional circumstances and only when agreed by the Chief Executive.

If colleagues are concerned about the weather (in relation to getting home) and wish to leave early they may do so if agreed by their line manager. Colleagues choosing to leave early in this way will be required to use flexi leave, annual leave or TOIL. We will take a relaxed view of colleagues who are down on their flexi balance at the end of the month and you will agree with your line manager how the time is made back up over the following month where adverse weather conditions have been the cause of the flexi balance deficit.

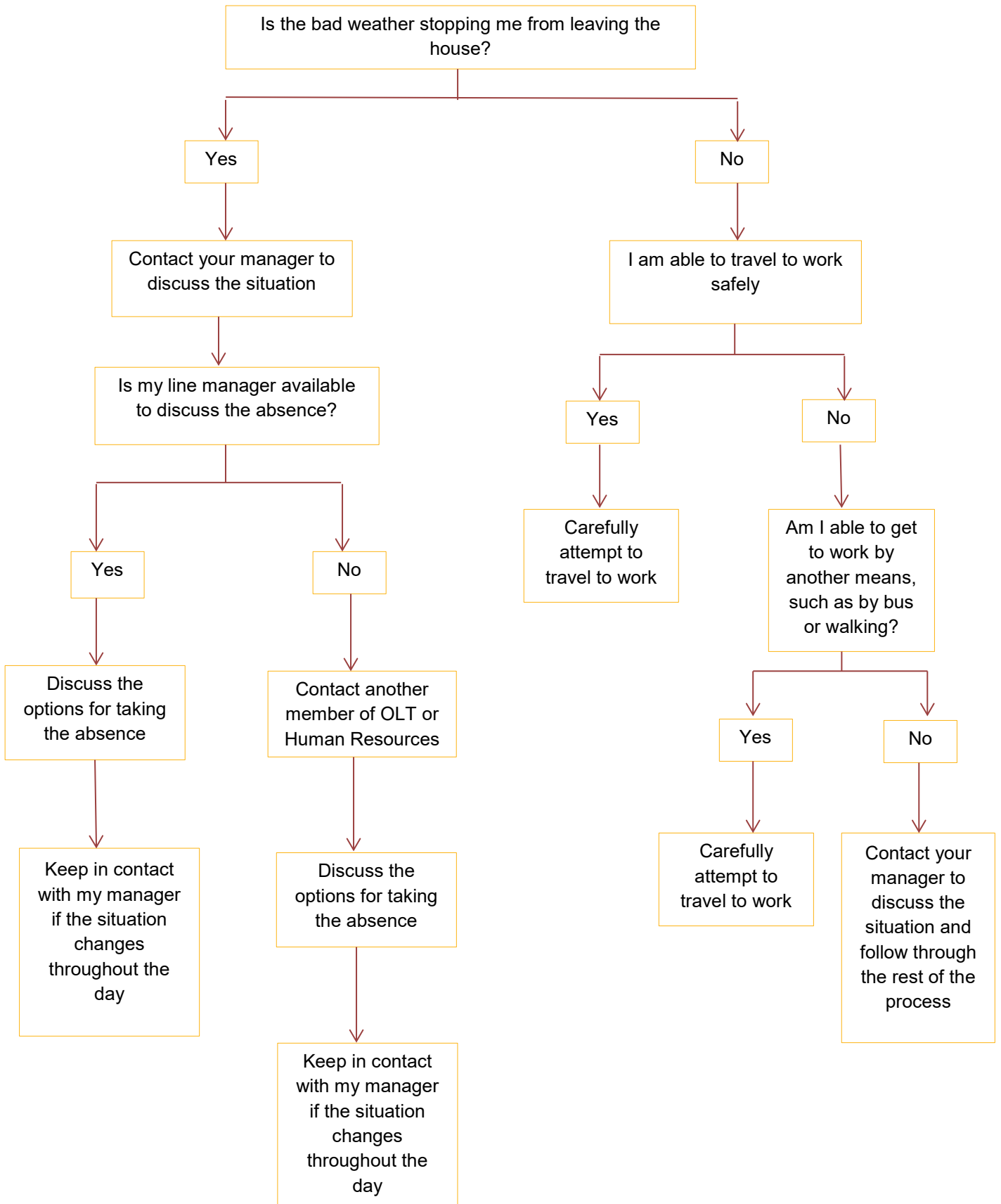
Where there are colleague shortages caused by inclement weather, we may have to ask you and other colleagues to cover the phones or provide other front line services as necessary to ensure continuity of service delivery.

2. Verification of activities

Colleagues are asked to consider carefully whether or not they are unable to come to work because of adverse weather, and absence from work for this reason should be kept to a minimum and only used in exceptional circumstances.

3. Flow chart

There is a flow chart below for more information.



FUNDING OF QUALIFICATIONS

1. General

We are fully committed to developing our colleagues. Through the yearly appraisals and regular 1:1s, you will be aware of how your work as an individual contributes to the Group achieving our overall aims. We will encourage you to undertake training which relates directly to your work and career so you can improve your job performance and the service we provide.

2. Vocational training and qualifications

If you want to take part-time vocational courses directly relevant to your career, you can discuss this with your line manager and see what help we can provide.

For appropriate courses (such as those leading to technical or professional qualifications), we may be able to provide up to 100% of the cost or fees. We will pay the fees directly to the educational organisation or institution.

Rules which apply to this funding

We treat the fees paid as a loan. We will write off the loan 12 months after you complete the relevant course or examination. We will ask you to refund the cost of fees in full or in part (see Appendix 1) if your employment terminates within those 12 months, or if you or the training institution prematurely ends your course.

If you withdraw from a course or fail or have to resit a module outwith the normal term time, you will have to repay the fees, unless:

- you give us written justification and we, at our absolute discretion, agree to your withdrawal from the course; or
- you have had to withdraw due to long-term sickness, maternity leave or redundancy.

We will give you paid leave to sit examinations for courses approved by the Business Leadership Team. If you ask to take annual leave around the time of examinations, we will use reasonable endeavours to consider your request sympathetically.

3. Professional membership fees

We will refund annual fees you pay for membership of professional institutions depending on the following conditions:

- Your membership must be directly relevant to your job;
- You will need to give us receipts/invoices for the fees.
- Have passed your probation period.

4. Training budget

Permission for training or conferences will be subject to availability of funds in the training budget and management discretion, taking into account the nature of the training/event proposed and the associated cost. The Director of Operations has responsibility for managing the training budget.

5. The role of the line manager in the process

Personal development should be self-driven, however, we also recognise a motivational role of the line manager who should encourage their team members to take the initiative. Colleagues are required to discuss with their line manager how the training event they wish to undertake would benefit the business.

6. Recording development activities undertaken and delivered

All colleagues should keep their own record of Group-supported training/development undertaken throughout the year. This will also be used by the relevant appraiser in monitoring and approving requests for training throughout the year. The Group's employees are encouraged to discuss their development with their line manager regularly throughout the year, rather than leaving such discussions to the appraisal meetings only.

7. The link with the appraisal process

The targets for training and development activities have been incorporated into the Group's annual appraisal reviews. These targets should reflect business priorities.

8. Coaching

In certain exceptional cases a course of coaching may be proposed. Where contemplated, it should be accompanied by a proper plan and expected outcomes and is best led by someone other than the individual's direct line manager. Any request for coaching shall be, like other training/CPD, subject to management discretion, having regard to the circumstances and cost implications.

By signing the colleague handbook, you agree to have deduction to wages. If your employment terminates howsoever before the end of 12 months after completing the course, or if you leave the course (or the institution makes you leave the course) before that time, you will refund all fees incurred by the Group in respect of the course.

WHISTLEBLOWING POLICY

9. Speak up – we will listen

The Group is committed to conducting its business with honesty, transparency and integrity. Speaking up about any concerns you have at work is really important. In fact, it is vital because it will help us to keep improving our services for all colleagues.

You may feel worried about raising a concern, and we understand this. But please don't be put off. Our Leadership Teams and entire board are committed to an open and honest culture. We will look into what you say and you will have access to the support you need where practicable.

All employees, board members and stakeholders working for or acting on behalf of the Group are covered by this policy. The policy also applies to suppliers and those providing services within the Group on any of its premises under a contract.

10. What concerns can I raise?

You can raise a concern about risk, malpractice or wrongdoing where you think it may be harming the service we deliver. This policy is intended to cover concerns that are in the public interest. Disclosures of such concerns may (at least initially) be investigated outwith the auspices of these policies, though the investigation may lead to the commencement of the procedures prescribed in those policies. These concerns might include (but are by no means restricted to):

- Failure to comply with a legal obligation;
- Dangers to health and safety or the environment;
- Criminal activity involving the Group, its colleagues, board members or stakeholders (including financial malpractice or fraud);
- A miscarriage of justice has occurred;
- Attempts to conceal any of the above.

Do not wait for proof. We would like you to raise the matter while it is still a concern. It doesn't matter if you turn out to be mistaken as long as you are genuinely troubled.

This policy is not for people with concerns about their employment that affect only them – that type of concern is better suited to our grievance policy (details found under Disciplinary and Grievance section of our handbook).

11. Feel safe to raise your concern

Protection

This policy is designed to offer protection to those board members and employees of the Group who disclose such concerns provided:

- The disclosure is made in good faith and is in the public interest;

- The disclosure is made to an appropriate person/body;
- Where the individual making the disclosure has reasonable belief in the validity of the concerns being raised.

The Group will not tolerate harassment or victimisation of individuals making disclosures in good faith that comply with the above criteria and will take appropriate action to protect such individuals.

Provided you are acting honestly, it does not matter if you are mistaken or if there is an innocent explanation for your concerns.

Confidentiality

We hope that employees will be able to voice whistleblowing concerns openly under this policy, but we also appreciate that you may want to raise it confidentially. This means that, while you are willing for your identity to be known to the person you report your concern to, you do not want anyone else to know your identity. Therefore, we will keep your identity confidential, if that is what you want, unless required to disclose it by law (for example, by the police).

We do not encourage individuals to make disclosures anonymously. Proper investigation may be more difficult or impossible if we cannot obtain further information from you. It is also more difficult to establish whether the allegations are credible and may stop us from being able to give any feedback as to the outcomes of any such investigations.

Untrue allegations

If an individual makes an allegation in good faith that is not confirmed by the subsequent investigation, no action will be taken against them, and nor will they be subject to reprisals or detriment for raising the concern. However, if the individual makes an allegation in bad faith, maliciously or for personal gain, disciplinary action may be taken against them and this may include dismissal or, in cases of board members, removal from the Board of Management.

12. Who can raise concerns?

Anyone who works (or has worked) for the Group, or for an organisation working with or providing services to the Group. This includes agency workers, temporary workers, students, volunteers and board members.

13. Who should I raise my concern with?

In many circumstances, the easiest way to get your concerns resolved will be to raise it formally or informally with your line manager. But where you don't think it is appropriate to do this, you can use any of the options set out below in the first instance.

If raising it with your line manager does not resolve matters, or you do not feel able to raise it with them, you can contact one of the following people:

- Our Chair of our Audit and Risk Committee. This is an important role identified to act as an independent and impartial source of advice to colleagues at any stage of raising a concern, with access to anyone in the Group, including the Chief Executive, or if necessary, outside the Group.

If, for any reason, you do not feel comfortable raising your concern internally, you can raise concerns with external bodies, e.g.:

List of prescribed persons

Scottish Housing Regulator
Telephone: 0141 242 5642

Environmental Health
Telephone: 01383 313850

Health and Safety Executive
Telephone: 0845 345 0055

Office of the Scottish Charity Regulator (OSCR)
Telephone: 01382 220446

Further sources of information

Advisory Conciliation Arbitration Service (ACAS)
Helpline: 0300 123 1100

Public Concern at Work
Telephone: 020 7404 6609

External Auditor (Scott Gillon , Wylie & Bisset, external auditors)
Telephone: 0141 566 7000

Internal Auditor (Andrew O'Donnell, Scott Moncrieff)
Telephone: 0141 567 4500

14. How should I raise my concern?

You can raise your concerns with any of the people listed above in person, by phone or in writing (including email).

Whichever route you choose, please be ready to explain as fully as you can the information and circumstances that gave rise to your concern.

15. What will we do?

We are committed to the Group's vision for raising concerns, and will respond in line with them.

We are committed to listening to our colleagues, learning lessons and improving tenant and other customer service. On receipt, the concerns will be recorded and you will receive an acknowledgement within three working days.

16. Investigation

Where you have been unable to resolve the matter quickly (usually within a few days) with your line manager, we will carry out a proportionate investigation using someone suitably independent (usually from a different part of the organisation) and we will reach a conclusion within a reasonable timescale (which we will notify you of). Wherever possible, we will carry out a single investigation that looks at your concern and the wider circumstances of the incident. The investigation will be objective and evidence based, and will produce a report that focusses on identifying and rectifying any issues, and learning lessons to prevent problems recurring.

We may decide that your concerns would be better looked at under another process, for example, our process for dealing with bullying and harassment. If so, we will discuss that with you.

Any employment issues (that affect only you and not others) identified during the investigation will be considered separately.

17. Communicating with you

We will treat you with respect at all times and will thank you for raising your concerns. We will discuss your concerns with you to ensure we understand exactly what you are worried about. We will tell you how long we expect the investigation to take and keep you up to date with its progress. Wherever possible, we will share the full investigation report with you (while respecting the confidentiality of others).

18. How will we learn from your concern?

The focus of the investigation will be on improving the service we provide for tenants and other customers. Where it identifies improvement that can be made, we will track them to ensure necessary changes are made, and are working effectively. Lessons will be shared with teams across the Group, or more widely, as appropriate.

19. Board oversight

The board will be given high level information about all concerns raised through this policy by colleagues and what we are doing to address any problems. The board supports colleagues raising concerns and want you to feel free to speak up.



Colleague Handbook

I have received a copy of the Colleague Handbook and have had an opportunity to read it in full and ask my line manager any relevant questions.

I confirm that I fully understand the content and accept the conditions within.

Name (block capitals)

Signature

Date