



# **Scottish Disability Sport**

## **SCOTTISH DISABILITY SPORT**

### **Human Resource Handbook**

**Reviewed by Board – November 2021**

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## **SECTION 1: Guidance Notes**

This handbook is a reference document used in conjunction with individual contracts and policies. The handbook applies to all persons working for Scottish Disability Sport (SDS) or on behalf of the Association in any capacity, including staff at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners, all of which are covered by the term “employee”.

The handbook provides a single reference point for all areas of Human Resources (HR) within SDS. It therefore includes advice and guidelines for managers as well as general staff terms and conditions.

The handbook outlines our own standards, general terms and rules and methods of work and shows employees that they will be treated fairly and legally, e.g. the employer reserves the right to amend its terms and conditions and policies as set out in this handbook from time to time. Such amendments will be notified to all employees and any such amendments take effect from the date of the notice.

Where the terms of an employee’s contract of employment and this HR Handbook conflict, the terms contained within the contract of employment shall prevail.

Employees, at induction, will sign to acknowledge that they understand the contents of the HR Handbook and accept its content as a relevant agreement and as forming part of their contract of employment.

## SECTION 2: Joining the Organisation

### Induction

All employees are to have an induction programme scheduled for them immediately upon commencement with SDS. It is critical that all new employees have a thorough understanding of SDS and understand the key issues surrounding the structure and work of the Association, their individual work requirements and the Association's infrastructure.

### Introduction

Joining a new organisation can be quite daunting. There is always a great deal of information for the new employee to take in to help them understand the context of their new role.

The initial few weeks of employment are crucial to ensuring the new employee settles into the Association effectively and becomes a performing employee within the shortest possible period of time.

The aim of our induction programme at SDS is to provide you with all the relevant information and advice that you need, in order to enable you to settle into your new role as quickly as possible.

We believe it is important that new employees become familiar with their working environment and systems and that they are made aware of the policies and procedures which apply to them.

### Induction Pack

#### Scottish Disability Sport

This induction pack is aimed at providing an overview of the Association in order to help and support individuals being introduced into SDS.

To be included in induction pack:

- housekeeping arrangements;
- dates and times scheduled to induct staff - this section should be a detailed week's work programme which includes key meetings. In addition, there should be a framework of key tasks and possible meetings for the initial six-week period;
- significant dates of the Association of which new employees should be aware;
- Scottish Disability Sport useful contacts;
- organisational structures;
- Scottish Disability Sport staffing structure;
- Board of Management;
- committee's remit and key contacts;
- external contacts;
- UK contacts:
- sports governing bodies;
- local authorities;
- Scottish Sports Association (this organisation is the umbrella organisation for governing bodies and may be the first point of contact for information);
- Scottish Disability Sport strategic and operational plans;
- finance - accounting procedures, annual projected budget, most recent budget statement;
- governing body's code of conduct/ethics/practice;
- calendar of events and calendar of meetings;
- governing body systems and procedures;
- training programme;
- **sportscotland** information.

# Background to Scottish Disability Sport

SDS is the governing body for disability sport in Scotland. Established in 1962, SDS is a full member of the British Paralympic Association and has responsibility for the promotion and development of disability sport in Scotland.

SDS is a non-profit making organisation. Day-to-day business operations are administered by a team of staff based at Caledonia House, South Gyle, Edinburgh, EH12 9DQ and at regional offices across Scotland.

SDS is currently working to deliver the strategic plan “Inspiring Through Inclusion: 2021-2029”, governing the development of the sport. This plan’s vision, mission and values are as follows:



The SDS corporate direction embraces the national vision for sport in Scotland, with key funding agencies, sponsors and delivery agencies playing integral roles as SDS works to attain the long-term targets as specified within the Strategic Plan.

## Scottish Disability Sport Ethics Statement

Sport is important. It can have a huge impact on people’s lives, bringing them together and helping them to be happy, healthy and fulfilled. It can build communities.

SDS take ethics very seriously and we actively promote ethical participation in sport through a wide range of policies and programmes. The Association’s Ethics Statement can be found at:

- [Ethics Statement 2021](#)

## Board of Directors and Senior Management

### Board of Directors

The Board of Directors, particularly the Chair, have a key ambassadorial and liaison role with external organisations, including **sportscotland**. The Board meets 8 times a year. Papers to be considered by the Board require to be produced in a standard format and within a specific timescale. Due dates for papers are communicated to relevant staff by the CEO.

### Staff Members

Headed up by the CEO, the staff are responsible for implementing the strategy and policies as determined by the Board, delivering the objectives of SDS, representing the Board externally as required and securing the efficient and economical achievement of the set objectives. They are also responsible for consistently presenting SDS in the best image and, in addition, taking accountability for the proper management of public funds.

The staff hold overall responsibility for the management of day-to-day operations through delivering the Strategic Plan.

## Induction – Activities to be Undertaken with New Entrant

### Pre-employment

Before a new employee starts working with SDS you will need to have issued them with the following information (where appropriate):

- letter of appointment;
- contract of employment;
- bank details form;
- PVG membership forms if required.

In addition to the above, references will have been obtained and any necessary pre-employment medicals conducted.

### **First Day of Work**

You should appoint a work mentor or 'buddy' for your new employee to ensure that they have a point of contact for any advice and support that may be required.

This person should take the employee on a tour of the building and explain the fire plan, showing the employee where the assembly point is. They should also arrange for any security arrangements to be made.

You should help to ease your new employee into their new role and surroundings.

You should also arrange a meeting to discuss their role and responsibilities and to identify any immediate training and development requirements they may have.

### **First weeks of Employment**

After the first 4 – 6 weeks of their employment you should arrange an informal chat to review their progress. You should discuss:

- the induction process;
- the employee's progress to date;
- any additional training needs.

Some questions you might like to ask at this review meeting are:

- What areas of the job do you feel most confident with?
- Are any areas of the job presenting you with difficulties?
- Have you been provided with the opportunity to develop new skills?
- Do you require further training?
- Have you received adequate support from your colleagues during your first few weeks of employment?
- Future learning areas?
- Any additional point you wish to raise?

### **End of Induction Period – 6 weeks**

You should ensure that:

- the employee understands and is able to effectively carry out his/her role within the organisation;
- they are aware of the broad aims and visions of SDS;
- they understand how they can contribute to the success of the organisation;
- they understand the terms and conditions of their employment;
- they are aware of the SDS Health and Safety Policy;
- they are aware of the SDS Equal Opportunities Policy;
- they are aware of the SDS Discipline Rules and Code of Conduct and the procedure;
- they are aware of the training and development opportunities available to them.

## Appendix 1: Induction Training Programme

Name: \_\_\_\_\_

Start Date: \_\_\_\_\_

Position: \_\_\_\_\_

Induction Trainer/Line Manager: \_\_\_\_\_

Completion of each activity should be indicated by date and initials of the induction trainer and employee. The following activities are mandatory and wherever possible should be completed within the specified phases.

### Aims of Induction Programme

This induction programme aims to make your initial period of employment as informative as possible, in order that you obtain as full an understanding as possible of your position and the environment in which you will be working. We do not expect you to deliver results during this time.

More specifically, the induction programme aims to:

- reinforce your understanding of the purpose of your new position;
- recognise the role of Scottish Disability Sport and your place within the organisation throughout the process and thereafter;
- be part of a flexible ongoing training process that is appropriate to both organisational and individual needs;
- provide a balance between guided tasks and individual initiative;
- create a framework for mutual co-operation and sharing of ideas;
- create a platform from which you may undertake your new role with confidence; and
- introduce you to tasks and responsibilities in a structured and logical order at appropriate time intervals.

### The Induction Process

The enclosed information provides you with a structured work agenda for the first month of your new role. The Day 1 Induction programme is at the end of this section. Each day specifies a range of activities which you should be undertaking. To help you in the process, guidance notes and sample information are provided throughout. The programme is structured to allow you to assimilate the information at the appropriate speed, irrespective of your actual start date, and therefore it is important that you follow the outlined timetable. At the end of your first month you should have gathered the necessary information to enable you to carry out the basic range of activities effectively. Obviously a wide range of in-depth training cannot be provided in this limited period of time, hence the ongoing need for a training programme. If you have any queries relating to your induction you should contact the CEO or Chair in the first instance.

### Outcomes of Induction Programme

By the end of your first month, you will be expected to have achieved the following:

**Contacts** - to meet as many of the relevant personnel as possible in order to establish contact for the future;

**Background knowledge** - to be familiar with the history, structure and any key aspects of the Scottish Disability Sport responsibilities, strategies and operations to including a broad knowledge of the work of all supporting parties;

**Sports development** - to demonstrate a sound knowledge and understanding of the Scottish Disability Sport Development Strategy, including the programme's development and participation objectives, products and policies;

**Work planning** - to be able to compose an initial draft of a work programme to discuss with direct line manager (Appendix II);

**Administration/Conditions of Employment** - to be familiar with office systems and methods of working reporting/line management. To establish a working relationship with direct line manager and to establish an agreed reporting procedure with him/her, and any other key individuals/committees.



## Appendix 2: Checklist

Induction Aims and Outcomes	Date	Initials	Employee Initials
Terms and Conditions of Employment	Date	Initials	Employee Initials
Administrative issues Has contract been issued and returned? Have payroll and staff forms, payment details been provided? Contact SDS Finance Manager for relevant forms. Has Inland Revenue documentation been received? Has HR Handbook been issued? Particular reference should be made to: <ul style="list-style-type: none"> <li>• Terms and conditions of employment</li> <li>• Staff benefits</li> <li>• Hours of work</li> <li>• Discipline policy</li> <li>• TOIL entitlements</li> <li>• Annual leave entitlements</li> <li>• Sick leave requirements</li> <li>• Public holiday fixed dates</li> <li>• Operational policies and procedures</li> <li>• Performance appraisal process</li> </ul>			
Corporate Issues	Date	Initials	Employee Initials
Organisational issues Access to the Scottish Disability Sport online sites including database. Email address and password issued. Has information about Scottish Disability Sport been provided? Corporate identity Management structure Are other teams doing similar work in other areas? Where else is Scottish Disability Sport located? What sort of communications briefings can I expect to see? Business issues – questions to be answered for new entrant: <ul style="list-style-type: none"> <li>• What is the business plan/direction of Scottish Disability Sport?</li> <li>• What are the main business issues/problems?</li> <li>• Who are the most important customers?</li> <li>• Who are the key people to be aware of?</li> <li>• Who are our key partners?</li> <li>• What level of discretion do I have?</li> </ul> Ensure they are introduced to <b>sportscotland</b> staff and understand <b>sportscotland</b> requirements. Has a buddy or mentor been appointed?			
Facilities	Date	Initials	Employee Initials
Staff familiarisation: Formal introduction to colleagues/background Individual meetings with colleagues – review job descriptions			

Site familiarisation (location of: toilets/kitchen/canteen/gym etc.)			
Properties issues Show facilities, i.e. toilets, water machines, coffee machines, exits etc. Provide with a copy of organisational charts, ensuring it is person specific, not just role specific. phone numbers of immediate area Facilities on site			
Health and Safety including procedures in event of fire			
Role	Date	Initials	Employee Initials
Role issues Job description review Team responsibilities Have objectives been issued? Has the role description been issued? Review week 1/open meeting			
Planning Setting weekly work programme (procedure) Planning processes Monitoring and evaluating business Reporting Strategic Plan – briefing and digest Questions to plans/meeting with line manager Set 3-month targets Set meeting schedule Set 3-month review meeting date Project budgets (all relevant budgets) Reset business plan (all relevant budgets)			
Budgeting/business planning Project budget briefing Review project budgets (all relevant budgets) Reset Strategic Plan (to be agreed with CEO) Budget meeting/clarifying queries			
Introduction to <b>sportscotland</b> Corporate plan			
Administration Issues	Date	Initials	Employee Initials
IT awareness: Ergonomics of workstation Hazards and risks Website briefing			
Files Briefing to electronic/paper files			
Communication: Email Letters Meetings (minutes/agendas/papers) Telephone Mail outs Staff meetings (format/purpose)			
Financial procedures: Policy and procedures document Travel and accommodation Payment: salaries, expenses, invoices			
Office procedures:			

Office equipment Telephone system Car parking Room bookings/equipment/swipe card Meeting rooms Security access to the building arranged. How do I get a security badge/tag? – if it hasn't been arranged where do we get form? Has access to PC/email etc. been arranged with enough time? How does the security system work?			
Contacts	Date	Initials	Employee Initials
Partnerships Identify key internal/external partners Introductory letter sent Set/initiate introductory meetings			
Contact list Establishing good relations with all the people or organisations with whom you will be working is important as they may be able to offer invaluable advice and assistance. Below is a list of contacts which are very important for you to meet with at the earliest opportunity. It should be noted that some people may hold dual roles or that within some organisations a particular role may not exist: the list is not exhaustive, and it may not be appropriate for all new staff to meet everyone on the list.			
Governing body personnel Line manager Chairperson Company secretary Finance Manager Chairs of key committees Office and regional staff			
Local Authority Sports development officers (SDOs) Facility managers			
Education representatives School sport co-ordinators			
External agencies Local media contact - press/radio/TV <b>sportscotland</b> officers with responsibilities for governing bodies, coaching, performance planning, marketing and local authorities			
Checklist for contact meetings During your meeting with key personnel within Scottish Disability Sport and external agencies there are a wide range of areas about which you should look to gain information. At the end of each meeting, you should aim to have achieved an accurate profile of the individual, how they contribute to the sport and where their priorities for future development lie. Before attending each meeting, ensure that you have carefully planned your area of questioning and record details of discussions during the meeting. If you are unsure about any particular area, contact your line manager for advice.			
Scottish Disability Sport personnel How is Scottish Disability Sport structured? How often do committees meet and what is their remit? Request examples of developments which have taken place to date? How effective have these programmes been?			

<p>How well Scottish Disability Sport linked with external partners and where are the priorities for future contacts?  How has the National Strategy/Plan been developed/received?  How do you see the role of the volunteers developing?  What are the development priorities of the association?  NB: Due to the number of personnel to contact, questions relating to specific areas should be drafted prior to meetings.</p>			
<p>Local Authority contacts  Are you aware of the Scottish Disability Sport Strategy/Plan?  What contact have you had Scottish Disability Sport in the past and how could we develop this?  How is the sport/leisure function structured within the authority?  Has the authority produced a local sport/leisure strategy? If so, is disability sport identified and in what context?  What facilities does the authority have? How well are they currently utilised and are there plans to extend this use?  Does the authority have a Sports Development Unit and how much (if any) time is dedicated to the development of disability sport  Is sports development catered for in the current best value climate and is there an opportunity to influence?  What are the main constraints facing the development of disability sport in the authority and how could these be addressed?  Has the authority been involved in any disability sport initiatives?</p>			
<p>Education representatives  Are you aware of the National Strategy?  What contact have you had with Scottish Disability Sport in the past and how could this be improved?  How many schools are there in the authority and how are these made up? (secondary, primary, private, state)  How many disabled pupils participate in sport as a part of their curricular activity?  Are you aware of the Disability Inclusion Training workshop?  Are the playing/coaching skills of teachers in these schools fully utilised?  Do any schools have specialist facilities or are any planning to develop them in the future?  Are there any links between schools and clubs with the Local Authority?</p>			
<p>External agencies  Meetings with agencies, such as the Scottish Sports Association and other governing bodies will be co-ordinated via the office. Therefore the questions will be agreed as the agenda is set.  Any contact with the media should be discussed with your line manager in the first instance.</p>			

## **General Recruitment**

### **Criminal Convictions**

Any criminal convictions, which are not spent, should be disclosed to SDS prior to accepting any offer of employment. If subsequently you are arrested, charged, imprisoned or convicted for a criminal offence, you must report this to your Chief Executive Officer as soon as practicable.

### **Probationary Period**

Probation allows the employer to review the work of the employee to ensure that it meets the requirements of the association. The standard probation periods are 3 or 6 months depending on the seniority and complexity of the position and the terms and conditions stipulated in the employment contract.

Continuation of the employment is subject to satisfactory completion of the probationary period. The probation period may be extended at SDS's discretion.

Once the probationary period has been successfully completed a letter should be provided to the employee confirming their employment.

### **Appraisals and Measurement of Work Performance**

All new staff should be given specific work objectives/work plans on commencement of employment, and these should be measured at regular intervals in the first few months of employment. This will assist in identifying where performance gaps exist and allows for remedial action to be taken swiftly.

Prior to a decision being made regarding the probation period the appraisal should be undertaken to critically assess the performance against set work objectives.

Where it is felt that the employee has not yet attained the level required then key questions need to be asked:

Q: Is it perceived that the employee has the ability to successfully meet the requirements of the position?

A: YES: In what time frame? If this is within a short period of time then issue the Confirmation of Employment letter.

NO: If the answer is no then the employee's ongoing employment should be carefully considered.

If it is believed that the employee is not likely to achieve the level required of the position then there are two options:

1. Offer a lower position that it is believed the employee is capable of operating within.
2. Terminate the employment of the employee.

**Scottish Disability Sport**  
**Confirmation of Probation Letter**

Name

Address

City

Postcode

{Today's date}

Dear

I am delighted to advise that following the successful completion of xx months' probation with Scottish Disability Sport we advise that your employment with the association is now confirmed.

You are now entitled to all employment conditions for permanent employees, including an extended notice period of {check what the contract said}.

I look forward to your continued excellent efforts of working within and promoting disability sport throughout Scotland.

Yours sincerely,

CEO

**Scottish Disability Sport**  
**Extension of Probation Letter**

Name

Address

City

Postcode

{Today's date}

Dear

Further to our meeting on xx/xx/xxxx I confirm our discussion that your probation has been extended by a period of xx months.

The areas of development that still require focus are:

Xx

Xx

Xx

xx

As agreed we will meet again on xx/xx/xxxx to discuss your progress to these targets. We are committed to supporting your development and will work with you to achieve these.

I look forward to your continued efforts of working within and promoting disability sport throughout Scotland.

Yours sincerely,

CEO

## **Holding of Applications**

All applications and correspondence for both successful and unsuccessful candidates must be retained for at least six months.

Application forms hold personal information and therefore come under the control of the Data Protection Act and UK GDPR.

More information on data protection can be found in Section 7 of this handbook.

## **Starting a New Employee**

To establish the new employee on their system the Chief Executive Officer will need to ensure that the new employee has completed the "EMPLOYEE DETAILS" form provided by the Finance Manager. This form will require information such as:

- Personal details: includes name, address, date of birth, NI number etc.
- Contractual details: start date, length of contract, starting salary, job title, hours, deductions etc.
- Bank details: bank name, sort code, account number etc.

As the process may alter from time to time you will need to obtain an up to date form prior to the new employee commencing.

Remember to provide the Finance Manager with sufficient notice to establish the new employee on their system. You want the new employee's initial exposure to show that SDS is a professional organisation.



## **SECTION 3: Remuneration and Benefits**

### **Pension**

SDS will pay a contribution of 6% of your gross pensionable salary into your pension scheme, subject to you making your own contribution into the scheme of a minimum of 4% of your gross pensionable salary. Employer contributions will commence upon the successful completion of your probationary period. Notwithstanding the above, all new starters will be subject to HMRC auto enrolment terms during months 3 to 6 before transferring to the higher SDS pension terms thereafter, unless statutory pension rules change in the interim. If this is the case, the higher contribution required by the State will prevail.

### **Salaries**

Will be accrued from day to day and are payable by equal monthly instalments in arrears by not later than the first working day of the following month;

Will be paid by credit transfer to the employee's nominated account;

Will be capable of being set off by SDS, from time to time, against any liability of the employee in accordance with ss13-27 of the Employment Rights Act 1996.

Not less frequently than once a year SDS shall review the fixed salary of the employee. Increases are not automatic but will be based on performance and available finances.

SDS reserves the right to deduct from any remuneration accrued and due under the terms of their employment (whether or not actually paid during the appointment) or from any pay in lieu of notice:

- any overpayment of salary or expenses or payment made to the employee by mistake or through any misrepresentation;
- any debt owed by the employee to Scottish Disability Sport or any group company;
- any other sum or sums which may be required to be authorised under the Employment Rights Act 1996;
- any tax or social security contributions due in respect of remuneration or any other monies received or receivable by the employee from SDS.

## SECTION 4: Employee Development

### Competencies

SDS has identified a number of core competencies for employees. These competencies set out the behaviours required for employees in how they operate within the workplace and their individual roles. Employees will work within and meet the requirements of these organisational competencies and continue to develop their own personal competencies.

#### **Results Driven**

Gets results and willingly tackles demanding tasks. Sets and exceeds challenging personal targets.

#### **Customer Focus**

Proactively developing customer relationships by making efforts to listen to and understand the customer both internal and external; anticipating and providing solutions to customer needs; giving high priority to customer satisfaction.

#### **Initiative**

Takes responsibility for own actions and makes decisions without referring to others. Acts on own initiative.

#### **Communications Skills**

Expressing ideas effectively in individual and group situations (including nonverbal), adjusting language or terminology to the characteristics and needs of the audience.

#### **Adaptability to Change and Managing Change**

Maintaining effectiveness in varying environments and with different tasks, responsibilities and people.

#### **Teamwork**

Fits in with the team. Develops effective and supportive relationships with colleagues. Is considerate towards them and creates a sense of team spirit.

#### **Analytical Skills**

Securing relevant information and identifying key issues and relationships from a base of information; relating and comparing data from different sources; identifying cause - effect relationships.

#### **Technical and Professional Knowledge**

Having achieved a satisfactory level of technical & professional skills/knowledge in job related areas; keeping abreast of current developments and trends in our area of expertise.

#### **Planning and Organising**

Establishing a course of action for self and or others to accomplish a specific goal; planning proper assignments of personnel and appropriate allocation of resources.

#### **Continuous Improvement**

Is focused on concept of always looking for potential improvements, opportunities to develop and proactively working towards achieving those improvements.

#### **Performance Management**

SDS has an appraisal scheme to allow the evaluation and monitoring of employees. It is a two-way process and gives employees the chance to feedback comments on their job direct to the Chief Executive Officer. The appraisal process is not a disciplinary process and will not be used as such. Where an employee is absent for an extended period due to illnesses linked to the Equality Act, this should be taken into consideration in the performance management process. Employees should not be discriminated against due to the Equality Act absences.

## Performance Management – The Appraisal Interview

### Background

An appraisal interview is a two-way conversation between manager and employee, the purpose of which is to review performance over the past twelve months and to plan for the next twelve months. It is an opportunity to discuss the employee's performance and their aspirations openly and honestly. The outcome should be a confirmation of overall performance, feedback – both praise and constructive criticism and a plan for the future.

## Before the Discussion

Tell the employee the purpose of the meeting and ask them to prepare a self-appraisal. Set a time and place. Allocate enough time for a complete discussion.

Compare the employee's responsibilities and objectives with actual results to determine which responsibilities/objectives were met, which were exceeded and which, if any, were not met. Review the methods and work characteristics of the employee by:

- Listing the responsibilities/objectives you expect to be achieved;
- Determining the quality and style of work methods you expect;
- Measuring job performance against expectations.

Make sure you have made sufficient observations of performance to support your evaluation. You can keep a record of specific incidents during the year by:

- Making notes in your diary;
- Writing notes and filing them for each of your employees;
- Keeping copies of documents showing the employee's achievements.

Avoid the pitfalls of:

- Bias;
- Not being consistent in how you treat each employee;
- Depending on memory;
- Failing to observe all job responsibilities/objectives;
- Concentrating on jobs in trouble;
- Observing most recent jobs only;
- Making judgements not related to job performance.

Decide on an overall performance rating based on these observations and data. Determine the strengths and areas for improvement to discuss with the employee. Have specific, unbiased observations for each strength and area for improvement. Do not try to make too many critical points. Decide in advance which improvements are key. Ensure there are no surprises – all areas for development should have already been addressed throughout the year.

For each area of improvement you intend to discuss with the employee define the development and training needs and identify actions to meet these:

- On the job training;
- Coaching and counselling;
- Special assignments;
- Close supervision;
- Formal training.

Complete your notes and questions for the interview. Gather memoranda, budgets and any other backup material for the interview. Ensure privacy.

## The Discussion Process (Guidelines for Managers)

Note: At all stages ensure you ask the employee's view first.

- Open the discussion.
- Put the employee at ease.
- Set a constructive tone.
- Review the responsibilities/objectives of the discussion.
- Remember to avoid commenting on personality - focus on facts, feelings, behaviours and results.
- Remember to listen carefully.
- Allow time for questions, on both sides.
- Get the interviewee talking as soon as possible.
- Discuss the employee's results clearly and qualitatively.
- Ask the employee how they feel they have performed.

- Review each topic.
- Cite observations for each evaluation.
- Emphasise positive results as well as negative.
- Encourage discussion.
- Listen.
- Discuss strengths and areas for improvement.
- Develop a specific plan for improvement.
- Ask the employee to suggest a plan for improvement.
- Follow up with constructive, concrete, reasonable action program.
- Jointly define responsibilities and plan objectives for next year.
- Determine which parts of the job will be most important in the coming year.
- Plan any specific objectives or ideas for objectives for the coming year.
- Consider short term as well as longer term objectives and schedule the objective setting meeting.
- Update the job description if necessary.
- Discuss the employee's career plans.
- Ask what the employee's career interests and plans are.
- Discuss career possibilities and make constructive comments on what the individual has to do to achieve his or her goals without building false hopes.
- Tell the truth.
- Take notes.
- Close the discussion on a positive note.
- Summarise what was discussed.
- Give the employee the opportunity to make any additional suggestions.
- Review the agreements on the objectives, goals and commitments for improving performance.

### **After the interview**

Produce a final copy of the written review for employee's signature. Diarise meeting and review dates. Ask the employee to complete their comments on the appraisal form. Keep the system going by conducting interim reviews and having more frequent contact with the individual if necessary.

Remember to complete the written form promptly. Keep appraisal reviews confidential. Stress improving current performance and going forward. Don't dwell on weaknesses. Be honest in discussing career plans; do not build unrealistic expectations.

Provide performance feedback on a day-to-day basis, commending positive contributions and making suggestions for improving performance.

Remember the annual appraisal does not take place of regular coaching, counselling and review of progress towards objectives undertaken at the interim review sessions.

**DON'T USE APPRAISAL FOR DISCIPLINE.**

### **Take time to prepare**

To ensure that you prepare effectively for an interview both the manager and employee need to prepare in advance.

### **Appraisal Preparation for the Employer**

Areas for the employer to think about in preparation:

- You need to review the whole year;
- Have they achieved all their objectives;
- What factors may have affected their performance;
- What has been done since last review;
- You should have retained notes from year's performance;
- You need to be careful to be able to back up statements;
- Use framework to cover key issues;
- Get feedback from other managers, customers, sponsors etc.;

- Review job description to ensure still accurately reflects role;

## **Appraisal Preparation for the Employee**

Points to think about and prepare for:

- Does your role description accurately reflect your job? If not what is missing?
- What have you achieved over the past 12 months?
- How well do you think you did?
- What barriers were there to you achieving your objectives?
- What do you want to achieve in the next 12 months?
- What might stop you achieving these goals?
- Are there any specific courses or learning experiences, which would help?
- What are your strengths?
- What training or learning experiences have you had in the past year?
- What aspects of your job give you the most satisfaction?
- What are the most important job responsibilities during this appraisal period?
- What functions of your job would you like to find out more about?
- What do you feel you have accomplished during the period under review?
- What objectives have you not yet accomplished and why?
- What would you like to accomplish most in the next appraisal period?
- How could your manager manage you better?
- How would you like to develop your relationship with your colleagues and improve your working environment?
- What training/learning do you think you help your performance in your current job?
- What strengths or skills do you have which are not being fully developed?
- What were your main objectives for the past year?

## **Unsatisfactory Performance Review**

### **Confirmation of Employee's Skills**

Ensure that the staff member has been made aware of the required standards of performance. If the key objectives are located in the contract of employment and they clearly spell out what the staff member is supposed to do then this would be sufficient.

### **Appraiser's Preparation Work**

Prior to addressing a case where a staff member is not performing to the required standard, you should have already ensured the staff member knows what their job is and what they are expected to do. Also confirm whether they have the skills, resources and tools to do the job.

Ideally there should be no surprises at the meeting. If the performance has been below standard then the staff member should already have been made aware of this. If this has not occurred additional time will need to be allowed for the staff member to address the points raised during the interview.

Clear evidence or examples to demonstrate that the staff member's performance is unsatisfactory are necessary. You need to be very specific with the examples you provide.

You need workable solutions to recommend how the performance can be improved. Ensure that you have prepared yourself to remain objective in order to effectively counter the staff member's possible negative reaction.

**DO NOT ALLOW THE MEETING TO GET PERSONAL – STICK TO THE FACTS!**

It is about levels of performance, not personalities.

### **Advising the Staff Member of the Meeting**

With respect to approaching the staff member about the need to meet:

- Do not make the staff member feel threatened;

- Approach the staff member respectfully and discreetly making sure that he or she does not lose face in front of work colleagues;
- Let the staff member know the purpose of the meeting.

## **At the Meeting**

The staff member must be told in clear and precise terms exactly what you are dissatisfied with, e.g. failure to meet key targets- specify details. It is not sufficient to make broad statements such as "we are not happy with your performance" or, "your attitude will need to improve".

Ask the staff member to respond to each example and carefully record and consider the responses. The responses may require further investigation. If further investigation is required then conduct those investigations and put all matters to the employee before proceeding.

Seek to ascertain any underlying cause of the problems. There may be personal or other workplace issues impinging on the employee's capacity to perform to the required standards. In these circumstances seek to address and agree on solutions to these issues but at the same time reiterate your expectations.

Consider whether the staff member's responses excuse the poor performance. If you consider the responses unsatisfactory, inform the staff member of the following:

- That in your view the responses do not justify the poor performance;
- In clear terms the performance standards that are required;
- That failure to improve and achieve the required standards of performance will lead to further formal action;
- That their performance will be reviewed within a specified time, or earlier, if other serious matters arise (seek advice for review in each particular case);
- Discuss with the staff member any measures that are necessary to improve the performance, such as further training.

## **Concluding the Meeting**

Conclude the meeting ensuring that:

- The staff member clearly understands the issues that have been discussed and what is required of them. Ensure you include measurable activities and time frames for further monitoring;
- A plan of action has been mutually agreed (if possible) that meets your needs and the staff member;
- You have offered your assistance but do not allow the staff member to shift responsibility back to you;
- You have invited the staff member to notify you if he or she encounters any obstacles or barriers to meeting the required standards.

## **Documentation of all Notes**

Following the meeting, and preferably within a few working days, provide the staff member with a letter confirming the matters.

If the staff member disagrees with the content of the document or wishes to make additional comments he or she may provide a written statement in response. The letter of confirmation and the staff member's statement, if any, are to be placed on the staff member's personal file.

## **Ongoing Monitoring of Performance**

Monitor performance on an agreed and regular basis and conduct another formal interview at the end of the specified review period, or earlier, if other serious matters arise.

## **Continued Poor Performance**

If there is not satisfactory improvement, repeat the process outlined above. Depending on the issue and the history, it may be necessary to hold a number of counselling sessions and give a number of written warnings. What is important is that the staff member understands the consequences of not sustaining satisfactory performance.

When the staff member has been given a reasonable number of opportunities to improve their performance, and they have not done so, have a final counselling session and issue a final warning. Make

sure a period of time is again specified for the staff member to improve and that the consequences of failing to perform satisfactorily are understood. If after issuing a final warning sufficient improvement has not occurred, conduct another meeting with the staff member.

If the staff member's response at the meeting is unsatisfactory as to why their performance has not achieved the required standard, inform them that you are contemplating recommending termination of their employment. Invite them to offer any mitigating circumstances as to why their employment should not be terminated.

Make sure you record considerations given to matters raised by the staff member and that you allow yourself sufficient time to consider other relevant matters even if not raised by the employee, such as the length of service and past record of the employee.

### **Next Steps if Performance Continues to be Poor**

If the decision is to recommend disciplinary action or termination of the staff member, ensure you have documented everything clearly including all key points of their performance and the subsequent discussion. If termination of employment is considered as the only alternative then seek legal advice prior to proceeding.

In the event of such a report being submitted:

- Set out the specifics of the alleged poor performance;
- Set out the process that has been followed;
- Set out the reasons for proposing termination;
- Provide the staff member with a copy of the report;
- Inform the staff member that he/she is entitled within seven working days of receiving the copy of the report, to appeal the decision.

### **Final Notes**

- Remain professional – don't get into personalities;
- Ensure you have plenty of material to back up your comments;
- Stick to the facts;
- Document everything;
- Stay calm.

### **Training**

SDS sees the training and development of all employees as essential to achieving its objectives.

All employees will be entitled to discuss their training requirements during their performance appraisal. From this, the annual training plan will be developed and implemented. The scheme identifies strengths and weaknesses, building upon the former and addressing the latter. It aims to give clear direction as to what is expected in the job, and involves individuals planning their work and their future. In addition each employee has the right to raise the training issues with the Chief Executive Officer at any time.

### **Academic Study**

SDS will support, in a range of ways, employees wishing to pursue academic study relevant to the needs of the organisation and their position within the organisation.

Such support will be subject to budgetary constraints and will be agreed only at the discretion of the senior management team.

Any requests for support for academic study that is approved will be subject to the following conditions:

SDS support will depend on budgetary constraints and will be at the discretion of the Chief Executive Officer or Chair. The individual will be expected to study in his or her own time. Applications for day release will be considered where the study is relevant to improving the performance of the job.

Time off for sitting exams will normally be agreed at the discretion of the Chief Executive Officer or Chair.

## **Investment in Employee's Training**

This is to ensure maximum benefit to the clients of SDS and to ensure that the employee's development is not eroded through investment in development, which is lost to SDS through employees leaving.

Where SDS financially contributes to employee development which is academic or general (i.e. not directly required to do the job - this would normally be the case where SDS contributes a % of the cost), SDS may, at its sole discretion recoup some or all of these costs in the event of the employee leaving the service of SDS within a specified time scale.

You agree to work hard and diligently and to maintain the name and reputation of the company whilst attending the course. On request, you will provide copies of work completed during the course and make available to the company any research or papers written by you which may be relevant or helpful to SDS.

The recovery of costs will only cover expenditure in the previous 12 months. So, for example, if an employee were pursuing a course of study, which took 2 years and then left within 6 months of completing the course, the recoup would only cover year 2 of the course, not the full course.

Scottish Disability Sport reserves the right to deduct from the employee's wages any money owed under this recoupment agreement, subject to the provisions of the Employment Rights Act 1996.

## **Training Records**

Employees and management must retain copies of any training employees undertake, whether it is internal, on the job, or external academic training. This information should be maintained in a register and will be linked back to the appraisal process. A copy of a Training Record Sheet can be located in the forms at the rear of this handbook.



## Appendix 3: Development

Performance Evaluation Template, Training Records Template

### Scottish Disability Sport

#### Performance Evaluation Template

EMPLOYEE NAME: Scottish Disability Sport:

Job Title: Manager Name:

Review Period:

From: To: Employee Hire Date:

This performance evaluation is to document how effectively the employee has performed over the stated period of time. The manager and the employee should discuss, evaluate and summarize the performance factors. The end result should be that the employee and the manager will have clarified expectations, set specific Key Performance Indicators, and identified future actions to help the employee maintain or increase effectiveness.

Essential Functions of the Position: (Summarize essential functions and key targets from the Development Plan.)

Section 1: Targets

Targets (Including KPI's): (List targets for the review period and compare actual results to targets.)

See end of Performance Evaluation Template for O, E, F, N & U Rating Definitions.

Target	Achieved Outcome	O	E	F	N	U	Comments

## SECTION 2: OVERALL PERFORMANCE SUMMARY

(Summarize the employee's overall performance considering essential functions, results, performance factors, and processes used.)

Comments:

(Indicate below a rating based on the employee's sustained performance throughout the review period.)

- "O" Outstanding Performance Consistently Far Exceeds Expectations
- "E" Performance Consistently Exceeds Expectations
- "F" Performance Fully Satisfactory
- "N" Performance Needs Improvement
- "U" Fails to Meet Expectations, Unsatisfactory

Targets and KPI's for the Next Review Period: (Establish general targets and specific KPI's for the coming year that will provide the basis for the next performance evaluation.)

Career Development: (Describe educational/skill building opportunities for future growth.)

Training Requirements:

Employee Comments:

---

Employee\*

---

Immediate Manager

\*Your signature does not necessarily indicate agreement; it only confirms that your review was discussed with you.



## **SECTION 5: Employee Conduct**

### **Code of Conduct**

The following list sets out SDS's rules for employees. Breach of any of these rules may result in disciplinary action being taken against the employee. Serious or persistent breach may result in dismissal and possibly summary dismissal in which case no notice pay will be paid. This list of rules is not exhaustive.

Employees are required to comply with the following obligations:

- To attend work at the appointed time and to maintain acceptable time keeping;
- To observe SDS's absence reporting procedure;
- To observe SDS's Health and Safety Policies and Procedures and to report any accidents or other instances that result in injury to themselves, fellow employees or any other individual at work;
- To take care of all SDS equipment;
- To obey all reasonable management instructions;
- To not undertake any dishonest or fraudulent activity;
- To be polite to all customers, clients, partners and suppliers of SDS;
- To observe SDS's Equality Policy and Anti-Harassment and Bullying Policy;
- To observe SDS's Privacy & Data Protection Policy and use of e-mail, social media, internet and telephone facilities;
- To keep confidential both during and after their employment with SDS all information gained in the course of their employment relating to SDS and/or its clients, customers, partners or suppliers.

### **Gross Misconduct**

Where gross misconduct is deemed to have occurred, an employee may be dismissed without warning and no notice pay will be paid.

For further information on the definitions of Gross Misconduct see the Discipline Policy.

### **Conflict of Interest**

SDS requires that employees conduct their affairs with the highest standard of integrity in order to protect the interests of SDS and themselves. Employees should therefore not place themselves in any position which may lead to their interests conflicting with those of SDS.

A conflict of interest exists when an employee's loyalties are divided between SDS's interests and the employee's interests, those of the employee's family or those of a customer, partner or supplier.

It is the responsibility of the employee to advise the Chief Executive Officer if they suspect a conflict of interest may occur. Failure to do so may result disciplinary action.

### **Declaration**

All employees should sign the Declaration of Interests form and complete the Register of Interests in line with the SDS Conflict of Interests Policy which can be found at;

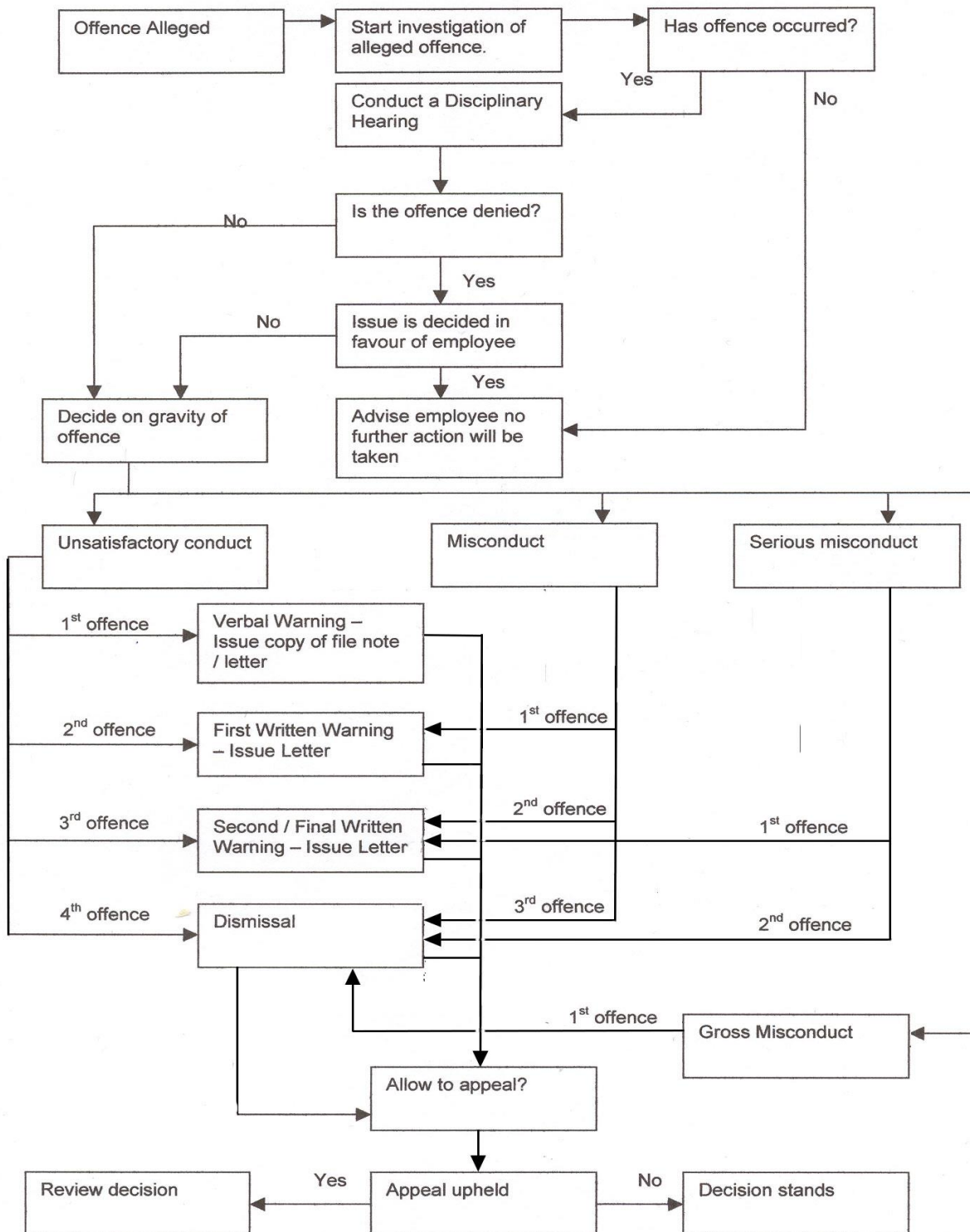
- [SDS Conflict of Interests Policy 21](#)

### **External Employment**

You are required to devote your full time to SDS. Any work undertaken out with the organisation must have approval obtained in writing from the Chief Executive Officer or Chair to ensure it does not interfere or create a conflict of interest with your main employment.

# Disciplinary Procedure

## DISCIPLINARY PROCEDURE FLOWCHART



## Purpose of Disciplinary Procedure

The purpose of the disciplinary procedures is to ensure that SDS behaves fairly towards all of its employees in investigating and dealing with alleged instances of unacceptable conduct or performance. Accordingly, SDS reserves the right to depart from the precise requirements of its disciplinary procedure specified below where it is expedient to do so and where the resulting treatment of the employee is no less fair. The disciplinary procedure may be entered into at any stage depending on the seriousness of the misconduct or incapability.

## Keeping of Records

All cases of disciplinary action under these procedures will be recorded and placed in SDS's records. A copy of SDS's relevant records will be supplied at your request.

## Disciplinary Offences

Offences under SDS's disciplinary procedures fall into 3 main categories:

1. misconduct;
2. gross misconduct;
3. incapability.

## Definitions of Types of Discipline

Note that these examples are not exhaustive or exclusive and offences of a similar nature will be dealt with under this procedure.

### Misconduct

Examples of misconduct include:

- bad time keeping;
- unauthorised absence;
- minor damage to company property;
- minor breach to company rules;
- failure to observe Company procedures;
- abusive behaviour;
- failure to carry out instructions.

### Gross Misconduct

Where gross misconduct is deemed to have occurred, an employee may be dismissed without warning and no notice pay will be paid.

Pending further investigations into the circumstances of the case; and/or when it is considered inappropriate for the employee to remain at work prior to the disciplinary hearing, written confirmation of the suspension shall be forwarded to the employee by recorded delivery within three working days and shall state the reason(s) for suspension. Suspension in these circumstances shall not be regarded as a form of disciplinary action.

The following is a list of actions that are likely to constitute gross misconduct. The list is not exhaustive however:

- theft or unauthorised possession of any property or facilities belonging to SDS or any employee;
- unauthorised gifts in contravention of your terms and conditions of employment or the Conflict of Interests Policy;
- serious damage to company property;
- falsification of reports, accounts, expense claims or self-certification, or any fraudulent behaviour;
- refusal to carry out duties or reasonable instructions;
- consumption of alcohol or drugs during working hours;
- intoxication by reason of drink or drugs;

- possession, custody or control of illegal drugs on SDS premises, or during working hours (including off the premises);
- serious breach of company rules/confidentiality;
- violent, dangerous or intimidatory conduct;
- sexual, racial or other harassment of a fellow employee;
- failure to comply with SDS rules for computer users.

## **Incapability**

Description:

- poor performance;
- incompetence;
- unsuitability;
- lack of application.

## **Disciplinary and Dismissal Procedure**

### **Purpose**

The aim of this disciplinary procedure is to help promote fairness in the treatment of employees in the workplace. It applies to all employees. This procedure is a workplace rule and the employer is not obliged to follow it in all circumstances. The procedures may be amended from time to time.

This disciplinary procedure will normally be adopted where your conduct is below the standard required by the employer. Any disciplinary or dismissal action taken against you will usually only be taken after this procedure has been followed.

This procedure does not form part of your contract of employment. It may be varied by the employer from time to time.

### **General Points**

This procedure may be implemented at any stage and the employer reserves the right to miss out stages if your conduct warrants such action.

No disciplinary or dismissal action will be taken without prior investigation by the employer, where necessary. The person who carries out the investigation will not, insofar as possible, be the person who hears any disciplinary hearing.

Except in cases of gross misconduct or during your probationary period, you will not normally be dismissed for a first breach of discipline.

You have the right to be accompanied by a work colleague or trade union representative at any stage of the formal procedure.

You will be given written details of the allegations or complaint against you. You will be given access to any relevant information and papers. You will be given the opportunity to state your case in response to claims against you.

You can appeal against any disciplinary penalty imposed.

Matters will be dealt with promptly by the employer and without unreasonable delay. However, the time limits stated in this procedure are subject to change depending on the circumstances of each case.

Where practicable different managers will carry out investigation, disciplinary hearing and appeal stages of this procedure.

### **Informal Procedure**

On the first occurrence, minor conduct or performance issues will normally be resolved informally between you and your manager. These discussions will, insofar as it is possible, be held in private and without undue delay whenever there is a cause for concern. In some cases, an informal verbal warning will be given, which will not appear on your personnel file. Formal steps will be taken under this procedure if the matter is not resolved, or where the matter is repeated or more serious.

## **Formal Procedure**

### **Investigation**

Before any disciplinary action is taken against you the employer will carry out an investigation, if necessary. The purpose of the investigation is to establish the facts relating to any disciplinary allegations against you before deciding whether to proceed with a disciplinary hearing.

The person carrying out the investigation may review any relevant documents or materials, interview you or take witness statements from witnesses.

Interviews during the investigatory stage are solely fact-finding and no decision will be taken on disciplinary action. Accordingly, you do not normally have the right to bring a companion to any investigatory interview.

If the person conducting the investigation considers that it is necessary to invoke the formal disciplinary and dismissal procedure he/she will inform you. The following procedure will then apply.

### **Statement of Grounds for Action**

Following any investigation, if the employer considers there are grounds for disciplinary action your manager will set out in writing the allegations against you and the basis for those allegations which lead the employer to contemplate dismissing or taking disciplinary action against you. Your manager will then send a copy of the statement to you, along with any relevant documents and witness statements, where necessary and invite you to attend a meeting to discuss the matter.

### **Meeting**

You will be given written notice of the date, time and place of the disciplinary meeting. You are entitled to be accompanied at the meeting by a companion (see below). You must take all reasonable steps to attend the meeting. Failure to attend the meeting without good reason may be treated as misconduct in itself. If you or your companion cannot attend at the time specified you should inform the employer immediately and an alternative arrangement will be made.

The meeting must take place before action is taken, except where the action consists of suspension or in very unusual cases where no meeting is appropriate (for example where your behaviour is extremely violent or threatening). The employer will explain the complaint against you and go through the evidence. The purpose of the meeting is to review the evidence and allow you to respond to any allegations made against you.

Relevant witnesses may be called to the hearing where, in the view of the employer, it is reasonable to do so. Reasonable advance notice is required where you intend to call any witnesses, and it will be a matter for the employer, acting reasonably, to decide:

- if the witness is relevant; and
- how the evidence should be dealt with at the hearing.
- The meeting may be adjourned if the employer needs to carry out further investigations or to re-interview witnesses in light of any new points that have been raised at the meeting. You will be given a reasonable opportunity to consider any new information before the meeting is reconvened.

You will be informed in writing of the disciplinary decision and of any disciplinary sanction imposed. You have the right to appeal against the decision if you are not satisfied with it.

### **Appeal**

You will have the right of appeal in respect of any formal sanction or dismissal. Any appeal should be made to the Chief Executive Officer. Appeals will be conducted by a manager with authority to uphold, amend or overturn the original decision.

All appeals must be made in writing, stating the full grounds of appeal, within 1 week of the date on which you were informed of the decision. Failure to lodge the written notice within that time period will be regarded as acceptance of the disciplinary decision and/or sanction and no further right of appeal will be available.

An appeal meeting will take place within 2 weeks of receipt of the written notice of appeal or as soon as practicable thereafter. You must take all reasonable steps to attend the meeting. The appeal meeting



need not take place before the dismissal or sanction takes effect. In cases of dismissal the appeal will be held as soon as possible.

If you raise any new matters in your grounds of appeal the employer may need to carry out further investigation prior to the appeal meeting. You will be given an opportunity to state your case and may be accompanied by a colleague or a trade union official.

The manager hearing the appeal will have the authority to overturn the original decision, revoke it, or impose any other disciplinary penalty that he/she feels appropriate in the circumstances. Their decision is final and there is no further right of appeal. A written decision stating the outcome of the appeal will be sent to you.

## **Sanctions**

### **Warnings**

#### **Verbal Warning**

You will be given a formal verbal warning in the case of minor offences where you have no other active warnings on your personnel record. You will be advised that the warning constitutes the first formal stage of the disciplinary and dismissal procedure. The nature of the offence, the reason for the warning and the likely consequences of further offences or a failure to improve will be explained. You will also be advised of your right of appeal. A note of the formal verbal warning will be kept in your personnel file.

#### **Written Warning**

A first written warning will usually be given if the conduct issue is a serious one where there are no other active warnings on your disciplinary record; or there is a further act of misconduct following the verbal warning. The written warning is likely to include:

- details of the complaint/infringement;
- the improvement required and the period allowed for improvement;
- what further disciplinary or dismissal action will be taken by the Employer should you not respond to the warning; and
- the right of appeal and the person to whom you should appeal.

A copy of the warning will be kept in your personnel file.

#### **Final Written Warning**

A final written warning will usually be given if there is no active written warning on file but the conduct or performance issue is sufficiently serious to warrant a final written warning; or

- there is a further act of misconduct or there is still a failure to improve following the written warning. The final written warning is likely to include:
- details of the complaint/infringement, the improvement required and the period allowed for improvement;
- the fact that a failure to improve may lead to dismissal; and
- the right of appeal and the person to whom you should appeal.

A copy of the warning will be kept in your personnel file.

### **Dismissal**

You may be dismissed by the employer for breach of a final written warning or where the Employer considers that your conduct is sufficiently serious to warrant dismissal (in such instances your behaviour is likely to amount to gross misconduct). If, following the meeting, management decides to dismiss you, then the decision to dismiss will be given to you in writing stating:

- the nature of the offence;
- the reason for the dismissal;
- the period of notice of dismissal (if any);
- when the dismissal will take effect; and
- the right of appeal and to whom the appeal should be made.

It should be remembered that the employer is not obliged to impose any sanctions in a set order. Therefore, if the employer considers that your offence merits a final written warning or dismissal, the employer may impose that sanction without first having issued a written warning, etc.

### **Length of warnings**

A verbal warning will usually last for 6 months and a written warning will usually last for 1 year. After the active period it will be disregarded in deciding the result of future disciplinary proceedings.

However, this is subject to the following:

- the employer reserves the right to extend the length of the warning if the nature of the misconduct justifies it (in particular, if imposition of lesser penalty is an act of leniency or act of misconduct is the same or substantially similar to that of an earlier offence in which previous warning given);
- the employer reserves the right to rely on spent warnings where the act of misconduct is the same or substantially similar to that of an earlier offence in which previous warning given and it is fair and reasonable in all the circumstances for the employer to rely upon it;
- the employer reserves the right, prior to the expiry of a warning, to review your conduct and if it has not sufficiently improved to extend the active period of the warning.

### **Suspension**

If appropriate, the employer may by written notice suspend you while any investigation takes place. The suspension will be for no longer than is necessary to properly investigate the allegations. During any period of suspension you will not be entitled to enter the employer's premises or contact any of the employer's clients, customers, suppliers, contractors or employees, unless you have been authorised to do so by your manager.

Suspension is not a disciplinary sanction and does not imply that any decision has already been made about your case. You will continue to receive your full basic salary and benefits during the period of suspension.

### **Confidentiality**

All employees, including witnesses, must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.

You will normally be told the names of any witnesses, whose evidence is relevant to disciplinary proceedings against you, unless the employer believes that a witness's identity should remain confidential.

### **Right to be Accompanied**

You have the right to be accompanied to any formal meetings under this procedure by a companion who is either:

- a work colleague;
- a trade union official; or
- a lay official, not employed by the union. In this case, the union must certify in writing that the official has experience or training in acting as a worker's companion.

Your companion has the right to address the meeting to put forward your case, to sum up the case, to confer with you during the meeting and to respond on your behalf to any comments expressed at the meeting. Your companion is not, however, allowed to answer questions on your behalf.

You must tell the Employer who your companion is, in good time before the meeting. If your companion is an employee they will be allowed reasonable time off without loss of pay to act as your companion.

If your companion cannot attend the meeting on the date set, then the employer will postpone the meeting for up to 5 days.

### **Changes to this Procedure**

Any changes to this procedure will be notified to employees in writing. It is your duty to familiarise yourself with and implement any such changes.

## **Appeals Against Disciplinary Action**

### **Appeals Against Warnings**

Appeals against warnings may be made in writing to the Chair, indicating the grounds of the appeal, within seven working days of the employee receiving confirmation of the warning. If the Chair has been involved in the original Disciplinary Hearing the appeals may be made to the Board of Directors.

The employee shall be given at least five working days' notice in writing of the date of the appeal hearing (guidance notes on conducting an appeal hearing are attached as Appendix 6).

The Chair may confirm, withdraw or substitute the warning with a reduced or more serious action as the situation dictates.

### **Effect of Appeals on Disciplinary Record**

If as a result of an appeal, any disciplinary action is withdrawn or modified, any written reference on the employee's personal file shall be expunged or appropriately amended and the employee and their representative, if any, notified accordingly.

Employees will have a right of access to their personal file to ensure the written reference has been removed or appropriately amended.

### **Time Limits**

The time limits contained within this procedure may be varied by mutual agreement.

No disciplinary procedure shall be unduly delayed by sickness of the CEO/Investigating Officer or employees involved. If, after two hearings have been set and then abandoned, the CEO/Investigating Officer may be substituted and if the employee fails to appear, or indicates their intention not to appear, the hearing may be held in absentia.

### **Criminal Offences**

Disciplinary action will not automatically be taken against an employee charged with or convicted of a criminal offence. Each situation will be investigated as far as circumstances permit and action will be considered on the basis of employment implications or its unacceptability to other employees.

It is not necessary to await the outcome of any prosecution before taking any action. However, if investigations reveal insufficient information, consideration of the case can be deferred until further information is available. In these circumstances, the employee may be suspended on full pay until further notice.

If it is discovered that an employee has failed to disclose a criminal conviction where such disclosure is required, the matter may be dealt with under the terms of this disciplinary procedure.

## Sample Discipline Letters

### NOTE

These letters are provided for guidance only. They may need to be modified to suit the circumstances of the situation.

Should any manager, the CEO or Chair at any time have any queries about any of these letters, the discipline process or making decisions about a discipline, advice should be sought from a Human Resources or Employment Law adviser.

Any colleague or Trade Union representative who accompanies or represents an employee during the grievance, disciplinary or appeal process may ask questions on their behalf and state their case. However, they are not permitted to answer questions on behalf of the employee.

Also:

Most sample letters have elements that require to be changed. (e.g. – substitute a person's name where you see {name})

They may also offer alternative pieces of text. You should delete the unnecessary text, e.g. EITHER I refer to you letter OR I refer to your phone call.

Scottish Disability Sport

Sample Discipline Letter 1 - Verbal Warning

Name

Address

Address

City

Postcode

{today's date}

Dear {name}

Re: Verbal Warning

I refer to our discussion on {insert date of verbal warning}, regarding your {include details of discussion, including spelling out what their behaviour was, why it is not considered acceptable and the outcome of the discussion}

We have discussed improvements to your conduct and confirm that the following improvements are now expected of you [details of expected improvements including timescale if relevant].

This note is to confirm that you have received a verbal warning.

A copy of this file note will be placed on your personnel file for a period of three months, at which time, if there has been no further discussion in relation to this issue, it will be removed.

Further misconduct [or failure to achieve and maintain necessary improvements] within that time is likely to result in a further disciplinary hearing which may lead to a written or final warning.

**APPEAL**

You have the right of appeal. An appeal must be lodged with the Chair of Scottish Disability Sport within 7 days of receiving written notice of the disciplinary action. Refer to the HR Handbook for further details on the appeals process.

Yours sincerely

CEO

Scottish Disability Sport

Sample Discipline Letter 2 - 1st Written Warning

Name

Address

Address

City

Postcode

{today's date}

Dear {name}

Re: 1st Written Warning

I refer to our discussion on {insert date of 1st written warning}, regarding your {include details of discussion, including spelling out what their behaviour was, why it is not considered acceptable and the outcome of the discussion}

This is deemed as misconduct under Scottish Disability Sport Code of Conduct.

This letter constitutes a first written Warning. A copy of this letter will be placed on your personnel file for a period of six months, at which time, if there has been no breach of Scottish Disability Sport's guidelines in relation to this issue, it will be removed. It should be noted that if you commit a further offence of misconduct during the next six months this may result in your employment with Scottish Disability Sport being terminated.

APPEAL

You have the right of appeal. An appeal must be lodged with the Chair of Scottish Disability Sport within 7 days of receiving written notice of the disciplinary action. Refer to the HR Handbook for further details on the appeals process.

Yours sincerely

CEO

Sample Discipline Letter 3 - 2nd Written Warning

Name

Address

Address

City

Postcode

{Today's date}

Dear {name}

Re: FINAL Written Warning

I refer to our discussion on {insert date of final written warning}, regarding your {include details of discussion, including spelling out what their behaviour was, why it is not considered acceptable and the outcome of the discussion}.

This is deemed as misconduct under Scottish Disability Sport's Code of Conduct.

I confirm that you have now received a final written warning. A copy of this letter will be placed on your personnel file for a period of twelve months, at which time, if there has been no breach of the Scottish Disability Sport guidelines in relation to this issue, it will be removed.

It should be noted that if you commit a further offence of misconduct during the next twelve months this might result in your employment with Scottish Disability Sport being terminated.

APPEAL

You have the right of appeal. An appeal must be lodged with the Chair of the Scottish Disability Sport within 7 days of receiving written notice of the disciplinary action. Refer to the HR Handbook for further details on the appeals process.

Yours sincerely

CEO

## Scottish Disability Sport

### Sample Discipline Letter 4 - Termination of Employment

Name

Address

Address

City

Postcode

{Today's date}

Dear {name}

Re: Termination of Employment

I refer to your verbal warning dated {date}, your first written warning dated {date} and your final written warning dated {date} where we addressed the issue of {in detail spell out the nature of the complaint including what was required to be achieved and timeframes, or the nature of the unacceptable behaviour}.

I again confirm to you that this {behaviour or action – delete which is not appropriate} is not considered acceptable by Scottish Disability Sport.

As you have continued to undertake this {behaviour or action– delete which is not appropriate} I regret to advise you that your employment with Scottish Disability Sport is terminated effective {date of termination of employment}. You will receive payment in lieu of any notice periods.

#### APPEAL

You have the right of appeal. An appeal must be lodged with the Chair of Scottish Disability Sport within 7 days of receiving written notice of the disciplinary action. Refer to the HR Handbook for further details on the appeals process.

Yours sincerely

CEO



# Grievance Procedure

## Purpose

The object of the grievance procedure is to enable employees who feel they have a problem or complaint arising from their employment to have it dealt with quickly and fairly. All grievances raised under the procedure will be treated confidentially.

The procedure applies to all employees, irrespective of their length of service, hours worked or seniority. Anyone wishing to use the procedure can do so freely and without prejudice to his or her position within the employer.

All employees should however be aware that malicious or reckless abuse of the grievance procedure to raise unfounded complaints or allegations will be viewed very seriously by the employer and may lead to disciplinary action (including summary dismissal) being taken against the employee responsible.

The grievance procedure does not form part of your contract of employment. It may be varied by the employer from time to time. It is to be used as a guideline as to how grievances should be dealt with, but a different procedure may be followed by the employer, if appropriate, in the circumstances.

## Informal Procedure

Grievances can generally be resolved quickly through informal discussions with your manager, as that person in most cases will be best placed to deal with the complaint. If the complaint is about your manager or you feel unable to speak to your manager, you should speak informally to a more senior manager. If this does not resolve the problem or you wish to have the grievance dealt with formally you should follow the standard procedure set out below.

## Standard Procedure-Written Grievances

### Stage 1 - Statement of Grievance

If you have any grievance relating to your employment you should set out your grievance in writing and send a copy to your manager.

If the grievance relates to your manager, you should raise the matter with the Chair.

Your written grievance should state that you are invoking this grievance procedure and set out in detail the basis for your grievance. You should include any relevant facts, dates and names of individuals involved. You may be asked to clarify matters relating to your grievance prior to a grievance meeting being held and the employer may carry out an investigation, which may involve interviewing you and any appropriate witnesses.

### Stage 2 – Meeting

You will be invited to attend a meeting to discuss the grievance. This meeting will normally take place within 2 weeks of receipt of your grievance, or as soon as reasonably practicable thereafter.

You are entitled to be accompanied at the meeting by a companion (see below). You should take all reasonable steps to attend. If you or your companion cannot attend at the time specified you should inform the employer immediately and an alternative arrangement will be made.

The grievance meeting may be adjourned if the employer needs to carry out further investigations or to re-interview witnesses in light of any new points that have been raised at the meeting. Your manager will aim to respond to the grievance within 1 week of the meeting taking place. Your manager may hold a meeting to give you his/her decision on what action, if any, is required but in all cases you will receive a written response, including details of your right of appeal.

### Stage 3 – Appeal

If the grievance is not resolved to your satisfaction you have the right of appeal. Any appeal should be made to the Chair and where practicable will be heard by a manager who is senior to the person who conducted the original grievance meeting.

All appeals must be made in writing, stating the full grounds of appeal, within 2 weeks of the date on which you were informed of the decision.

An appeal hearing will take place within 2 weeks of receipt of the written notice of appeal, or as soon as practicable thereafter. You must take all reasonable steps to attend and you may bring a companion with you.

The decision of the manager hearing the appeal is final and there is no further right of appeal. A written decision stating the outcome of the appeal will normally be sent to you within 2 weeks of the appeal.

### **Right to be Accompanied**

You have the right to be accompanied to any meeting held under this procedure by a companion who is either:

- a work colleague;
- a trade union official; or
- a lay official, not employed by the union. In this case, the union must certify in writing that the official has experience or training in acting as a worker's companion.

Your companion has the right to address the meeting to put forward your grievance, to sum up, to confer with you during the meeting and to respond on your behalf to any comments expressed at the meeting. Your companion is not, however, allowed to answer questions on your behalf.

You must tell the employer who your companion is, in good time before the meeting. If your companion is an employee they will be allowed reasonable time off without loss of pay to act as your companion.

If your companion cannot attend the meeting on the date set, then the employer will postpone the meeting for up to 5 days.

## Sample Grievance letters

### NOTE

These letters are provided for guidance only. They may need to be modified to suit the circumstances of the situation.

Should any manager, the CEO or Chair at any time have any queries about any of these letters, the grievance process or making decisions about a grievance, advice should be sought from a Human Resources or Employment Law adviser.

Any colleague or trade union representative who accompanies or represents an employee during the grievance, disciplinary or appeal process may ask questions on their behalf and state their case. However, they are not permitted to answer questions on behalf of the employee.

Also:

Most sample letters have elements that require to be changed. (e.g. – substitute a person's name where you see NAME).

They may also offer alternative pieces of text. You should delete the unnecessary text, e.g. EITHER I refer to you letter OR I refer to your phone call.

## Scottish Disability Sport

### Sample Grievance Letter 1 – acknowledgement of receipt

Name

Address

Address

City

Postcode

{Today's date}

Dear {name}

I write with regard to [our conversation on OR your letter dated] DATE. This is being treated as an informal OR formal grievance under the Scottish Disability Sport Policy.

I would like to advise you that, at any time during the course of your grievance, you are entitled to be accompanied by a work colleague or a trade union representative if you have one. Should there be a need for any grievance hearings at any time, you may be represented by a colleague or your trade union representative. More information on this is explained in the Scottish Disability Sport Grievance Policy.

If you wish to be accompanied or represented, you should make the appropriate arrangements. Whilst I will try to accommodate your companion's availability, I would not want this to delay the progress of your grievance unduly.

Should you have any further concerns at any time, do please advise me so that any necessary action can be taken.

Yours sincerely

CEO

## Scottish Disability Sport

### Sample Grievance Letter 2 – informal grievance resolved amicably

Name

Address

Address

City

Postcode

{Today's date}

Dear {name}

I write with regard to our conversation on DATE when we discussed the concerns you had previously raised with me. We had agreed to treat this as an informal grievance. EITHER You did not wish to be accompanied during our discussion. OR During our discussion you were accompanied by NAME/POSITION.

As you are aware, I looked into the situation and spoke with NAME about your grievance.

NAME acknowledged his/her inappropriate conduct and we have had a 'round table' discussion, which I feel was very worthwhile. I am glad you have accepted NAME'S apology. In the circumstances, I propose to take no further action.

Should you have any further concerns at any time, do please advise me so that any necessary action can be taken.

Yours sincerely

CEO

Scottish Disability Sport

Sample Grievance Letter 3 – informal grievance not upheld

Name

Address

Address

City

Postcode

{Today's date}

Dear {name}

I write with regard to our conversation on DATE when we discussed the concerns you had previously raised with me. We had agreed to treat this as an informal grievance.

EITHER You did not wish to be accompanied during our discussions.

OR During our discussions you were accompanied by NAME/POSITION.

As you are aware, I looked into the situation and spoke with NAME about your grievance. NAME did not agree that his/her conduct was inappropriate and we discussed his/her reasons.

Having considered the situation I feel unable to uphold your grievance. This is because.... (STATE REASON – it is advisable to seek advice before completing this if you have any concerns about what to write).

In accordance with our Grievance Policy, if you are not satisfied with that decision you may wish to take your grievance up with the Chair. You should write to the Chair setting out why you wish to raise a formal grievance.

However, if you do feel able to accept my decision, I hope that we can all learn from this experience, put it behind us and continue to work in a professional manner.

Yours sincerely

CEO

Sample Grievance Letter 4 – formal grievance – acknowledgement of interview date

Name

Address

Address

City

Postcode

{Today's date}

Dear {name}

I write with regard to your letter dated DATE setting out your formal grievance and why you were not satisfied with the decision previously made by the CEO.

I confirm that we have arranged to meet on DATE, following which I will undertake an investigation into your concerns.

At any time during the course of your grievance, you are entitled to be accompanied by a colleague or a trade union representative if you have one. Should there be a need for any grievance hearings at any time, you may be represented by a colleague or your trade union representative.

If you wish to be accompanied or represented, you should make the appropriate arrangements. Whilst I will try to accommodate your companion's availability, I would not want this to delay the progress of your grievance unduly.

In the meantime, should you feel that your concerns make it difficult for you to continue your work, do please advise me of this urgently so that I can take the appropriate action.

Yours sincerely

Chair

Scottish Disability Sport

Sample Grievance Letter 5 – formal grievance – upheld

Name

Address

City

Postcode

{Today's date}

Dear {name}

I write with regard to your formal grievance.

We met to discuss your grievance on DATE.

EITHER You did not wish to be accompanied during our discussion. OR During our discussion you were accompanied by NAME/POSITION. As you are aware, I then looked into the situation and spoke with the CEO and NAME about your grievance.

EITHER

We further discussed my investigation on DATE. EITHER You did not wish to be accompanied during our discussion. OR During our discussion you were accompanied by NAME/POSITION.

As you are aware, NAME did not accept your allegations. I felt unable to accept NAME's account and have decided to uphold your grievance. I am very concerned that you have been upset by these events and wish to apologise on behalf of Scottish Disability Sport.

OR

A grievance hearing was convened on DATE at which time I heard from a number of witnesses. EITHER You did not wish to be [accompanied OR represented] during this hearing. OR During this hearing you were [accompanied OR represented] by NAME/POSITION. You have received a copy of the minutes of that hearing.

NAME did not accept your allegations. It seems to me that the CEO looked into matters thoroughly.

Having considered all the information, I have decided to uphold your grievance. I am very concerned that you have been upset by these events and wish to apologise on behalf of Scottish Disability Sport.

I have decided to take appropriate action in terms of NAME'S conduct. For confidentiality reasons I am unable to discuss that with you.

I hope that Scottish Disability Sport can learn from this experience, put it behind us and continue to work in a professional manner.

Yours sincerely

Chair



Sample Grievance Letter 6 – formal grievance – not upheld

Name

Address

City

Postcode

{Today's date}

Dear {name}

I write with regard to your formal grievance.

We met to discuss your grievance on DATE. EITHER You did not wish to be accompanied during our discussion. OR During our discussion you were accompanied by NAME/POSITION. As you are aware, I then looked into the situation and spoke with the CEO and NAME about your grievance.

EITHER

We further discussed my investigation on DATE. EITHER, you did not wish to be accompanied during our discussion. OR During our discussion you were accompanied by NAME/POSITION. As you are aware, NAME did not accept your allegations. It seems to me that the CEO looked into matters thoroughly.

Having given this further thought I am unable to uphold your grievance because ... (STATE REASON – it is advisable to seek advice before completing this if you have any concerns about what to write).

OR

A grievance hearing was convened on DATE at which time I heard from a number of witnesses. EITHER You did not wish to be [accompanied OR represented] during this hearing. OR During this hearing you were [accompanied OR represented] by NAME/POSITION. You have received a copy of the minutes of that hearing.

NAME did not accept your allegations. It seems to me that the CEO looked into matters thoroughly.

Having considered all the information, I have decided that I am unable to uphold your grievance. The reason for this is... (STATE REASON – it is advisable to seek advice before completing this if you have any concerns about what to write).

In accordance with our Grievance Policy, if you are not satisfied with that decision you may wish to take your grievance up with the Chair. You should write to him setting out why you wish to pursue your formal grievance and why you wish to appeal against my decision.

However, if you do feel able to accept my decision, I hope that we can all learn from this experience, put it behind us and continue to work in a professional manner.

Yours sincerely

Chair

Scottish Disability Sport

Sample Grievance Letter 7 – formal grievance appeal –confirmation of interview date

Name

Address

Address

City

Postcode

{Today's date}

Dear {name}

I write with regard to your letter dated DATE setting out your reasons for wishing to appeal against the decision of the CEO in respect of your formal grievance, set out in his letter dated DATE.

I confirm that we have arranged to meet on DATE, following which I will undertake an investigation into your concerns.

At any time during the course of your grievance, you are entitled to be accompanied by a colleague or a trade union representative if you have one. Should there be a need for any grievance hearings at any time, you may be represented by a colleague or your trade union representative.

If you wish to be accompanied or represented, you should make the appropriate arrangements. Whilst I will try to accommodate your companion's availability, I would not want this to delay the progress of your grievance unduly.

In the meantime, should you feel that your concerns make it difficult for you to continue your work, do please advise me of this urgently so that I can take the appropriate action.

Yours sincerely

Chair

Scottish Disability Sport

Sample Grievance Letter 8 – formal grievance appeal – grievance upheld

Name

Address

City

Postcode

{Today's date}

Dear {name}

I write with regard to your formal grievance appeal.

We met to discuss your grievance on DATE. EITHER You did not wish to be accompanied during our discussion. OR During our discussion you were accompanied by NAME/POSITION. As you are aware, I then looked into the situation and spoke with CEO, NAME, about your grievance.

EITHER

We further discussed my investigation on DATE. EITHER You did not wish to be accompanied during our discussion. OR During our discussion you were accompanied by NAME/POSITION.

As you are aware, NAME did not accept your allegations. I felt unable to accept NAME's account and have decided to uphold your grievance. I am very concerned that you have been upset by these events and wish to apologise on behalf of Scottish Disability Sport.

OR

A grievance rehearing was convened on DATE at which time I heard from a number of witnesses. EITHER You did not wish to be [accompanied OR represented] during this hearing. OR During this hearing you were [accompanied OR represented] by NAME/POSITION. You have received a copy of the minutes of that hearing.

Having considered all the information, I have decided to uphold your grievance. I am very concerned that you have been upset by these events and wish to apologise on behalf of Scottish Disability Sport.

I have decided to take appropriate action in terms of NAME'S conduct. For confidentiality reasons I am unable to discuss that with you. I have discussed my decision the CEO and trust that Scottish Disability Sport will be able to avoid a repeat of this kind of situation.

I hope that Scottish Disability Sport can learn from this experience, put it behind us and continue to work in a professional manner.

Yours sincerely

Chair

Sample Grievance Letter 9 – formal grievance appeal – not upheld

Name

Address

City

Postcode

{Today's date}

Dear {name}

I write with regard to your formal grievance appeal.

We met to discuss your grievance on DATE. EITHER You did not wish to be accompanied during our discussion. OR During our discussion you were accompanied by NAME/POSITION. As you are aware, I then looked into the situation and spoke with CEO, NAME, about your grievance.

EITHER

We further discussed my investigation on DATE. EITHER You did not wish to be accompanied during our discussion. OR During our discussion you were accompanied by NAME/POSITION. As you are aware, NAME did not accept your allegations. It seems to me that the CEO looked into matters thoroughly.

Having given this further thought I am unable to uphold your grievance because ... (STATE REASON – it is advisable to seek advice before completing this if you have any concerns about what to write).

OR

A grievance re-hearing was convened on DATE at which time I heard from a number of witnesses. EITHER You did not wish to be [accompanied OR represented] during this hearing. OR During this hearing you were [accompanied OR represented] by NAME/POSITION. You have received a copy of the minutes of that hearing.

NAME did not accept your allegations. It seems to me that the CEO looked into matters thoroughly.

Having considered all the information, I have decided that I am unable to uphold your grievance. The reason for this is... (STATE REASON – it is advisable to seek advice before completing this if you have any concerns about what to write).

In accordance with our Grievance Policy, my decision is final and there are no further appeals within Scottish Disability Sport.

I hope that you feel able to accept my decision and that we can all learn from this experience, put it behind us and continue to work in a professional manner.

Yours sincerely

Chair

## **SECTION 6: Logistical/Operational Policies**

### **Confidentiality**

During the course of employment the employee will have access to and become aware of information, which is confidential to SDS.

The employee will undertake that they will not, save in the proper performance of their duties, make use of, or disclose to any person, (including for the avoidance of doubt any competitors of SDS), any other confidential information of or relating to SDS, or any user of SDS services or any company, organisation or business with which SDS is involved in any kind of business venture or partnership, or any other information concerning the business of SDS which the employee may have received or obtained in confidence while in the service of SDS.

The employee will likewise use their best endeavours to prevent the unauthorised publication or disclosure of any such trade secrets or confidential information.

This restriction shall continue to apply after the termination of your employment without limit in point of time but both during their employment and after its termination, shall cease to apply to information ordered to be disclosed by a court or tribunal of competent jurisdiction or otherwise required to be disclosed by law, or to information which becomes available to the public generally (other than by reason of your breaching this clause) without requiring a significant expenditure of labour skill or money. Nothing in this clause will prevent you making a “protected disclosure” within the meaning of the Public Interest Disclosure Act 1998.

For the purposes of this agreement confidential information shall include, but shall not be limited to:

- SDS corporate and marketing strategy and plans, and business development plans;
- Budgets, management accounts, bank account details and other confidential financial data of SDS;
- Business sales and marketing methods, confidential techniques and processes used for development of SDS's products and services;
- Confidential methods and processes, information relating to the running of SDS's business which is not in the public domain, including details of salaries, bonuses, commissions and other employment terms applicable within SDS;
- The names, addresses and contact details of any customers or prospective customers of SDS including customer lists in whatever medium this information is stored and the requirements of those customers or the potential requirements of prospective customers for any of SDS products or services. Without prejudice to the foregoing, personal information provided to SDS by visitors to and users of any of its web sites;
- The terms on which SDS does business with its advertisers, customers and suppliers, including any pricing policy adopted by SDS and the terms of any partnership, joint venture or other form of commercial co-operation or agreement SDS enters into with any third party; and
- Any other information which SDS is bound by an obligation of confidence owed to a third party, in particular the content of discussions or communications with any prospective customers or prospective business partners.

## Contact with the Press, Radio and Television

As employees of SDS, employees will not, without prior approval, even without payment, issue statements to the media, or take part in radio or television production without prior approval of the Chief Executive Officer.

Articles, books or other published material should similarly be passed for approval to the Chief Executive Officer.

## Dress & Appearance

Appropriate attire should be worn by employees at all times.

Smart business/corporate attire should be worn by employees when attending meetings with external partners.

## Information Communications Technology (ICT) Security

### ICT Policy Statement

The SDS Information Communications Technology (ICT) Policy can be found at:

- [ICT Policy 2020](#)

## Website

The SDS official website is: [www.scottishdisabilitysport.com](http://www.scottishdisabilitysport.com)

The boccia-specific website is [boccia.scottishdisabilitysport.com](http://boccia.scottishdisabilitysport.com).

The SDS CEO and Administrators are responsible for managing the information on both websites. All articles for the websites should be directed to the Administrators or CEO on [admin@scottishdisabilitysport.com](mailto:admin@scottishdisabilitysport.com) for approval.

## Remote Working

It is recognised staff may carry out work outwith the Scottish Disability Sport office environment. Staff should use SDS provided laptops where this is possible. If any other device is used to access or process information, the device must have an up-to-date and currently supported operating system. Data must be stored on the SDS Sharepoint site and/or SDS database and not locally.

Staff may choose to access emails and contacts through a mobile phone. Under these circumstances, all data must be password protected.

For more information refer to the SDS Data Protection Policy which can be found at:

- [SDS Data Protection Policy 2020](#)

## Confidentiality

E-mail and social media tend to be used in a more informal way than many other forms of communication. Employees should ensure that this informality does not lead to a lack of standards or a breach of confidentiality. As a rule, employees should not transmit anything by e-mail or social media that they are not comfortable writing in a letter. It should never be assumed that communications of this nature are completely private and confidential, even if marked as such. Matters of a sensitive or personal nature should not be transmitted by e-mail or social media unless totally unavoidable. Employees should note that electronic messages are admissible as evidence in legal proceedings and have also been successfully used in libel cases.

Postings placed on the internet contain SDS's address and for this reason, it is imperative that any posted information reflects the organisation's standards and policies.

Employees are advised that under no circumstances should information of a confidential or sensitive nature be placed on the internet. Employees should be aware that information posted or viewed on the internet may constitute published material and therefore reproduction of such information may be done only with permission of the copyright holder.

## **Viruses**

Viruses pose a serious threat to SDS's entire network, systems and property, with the greatest risk lying in downloaded programs and executable files. All software for use within SDS must be obtained from controlled legal sources and authorised by ICT support. Employees should note that the spreading of viruses is subject to prosecution under the Computer Misuse Act 1990.

## **Content**

E-mail and social media are commonly used as a quick and informal way of contacting someone. However, because the communication is not face to face and there is no indication of tone/irony/body language etc., it carries the risk that the recipient will be offended, albeit unintentionally.

SDS employees must therefore not send offensive, demeaning or disruptive messages. This includes, but is not limited to, messages inconsistent with SDS's Equal Opportunities and Anti-Bullying and Harassment policies. Employees should not place on the system any message, which could be regarded as potentially offensive.

If employees receive unsolicited e-mails or messages containing material that is offensive or inappropriate, they must be deleted. If the employee knows the sender, they should delete the message immediately and quickly inform the sender that they must not send such messages again. If the sender is unknown, the Chief Executive Officer should be informed before the message is deleted.

Employees must not commit SDS to any form of contract when using e-mail, social media or the internet for personal purposes and should be aware that communication media are disclosable for the purposes of legal action. It is accepted that electronic communication is routinely and properly used for minor contractual commitments such as ordering publications and data. Subscriptions to news groups and mailing lists are only permitted when the subscription is for a work-related purpose. All other subscriptions are strictly forbidden.

## **Blocked Sites**

Although it is possible for SDS's ICT support to bar access to certain inappropriate websites, it is impossible to automatically prevent all inappropriate access. Employees are strictly forbidden to access any site deemed to be inappropriate by SDS, including but not exclusively, pornography, betting/gambling sites, and "hate" sites. SDS's Disciplinary Procedure, including the Appeals Procedures built into it, will ultimately determine what is 'inappropriate' in specific cases.

However, the organisation is aware that occasionally, employees may access such sites by mistake (for example, during a legitimate search). Employees who do so should inform the Chief Executive Officer of their mistake as soon as practicably possible. In addition, SDS employees are advised that it is strictly forbidden to download any offensive, obscene or indecent material from the internet. This includes both text and images.

## **Good Practice**

As already indicated, the need to maintain standards and adhere to SDS policies when using e-mail, social media or the internet is crucial. As with all the organisation's systems, employees are responsible for good housekeeping of their own e-mail, social media and internet files. E-mail boxes should be cleared out regularly and only e-mails essential to effective working should be kept.

## **Disciplinary Procedures**

SDS considers the procedures and recommendations contained within this policy to be extremely important to the efficient and lawful operation of the organisation. Any employee suspected of making inappropriate use of e-mail, social media or the internet will be subject to formal investigation and subsequently, disciplinary action may be taken against them in accordance with SDS's disciplinary procedures. In certain circumstances, breach of this policy may be considered gross misconduct and consequently may result in summary dismissal.

## Social Media Policy Statement

We recognise that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media. However, employees' use of social media can pose risks to our confidential and proprietary information, and reputation, and can jeopardise our compliance with legal obligations.

To minimise these risks, to avoid loss of productivity and to ensure that our IT resources and communications systems are used only for appropriate business purposes, we expect employees to adhere to this policy.

This policy does not form part of any employee's contract of employment and it may be amended at any time. The SDS Social Media Policy can be viewed at;

- [SDS Social Media Policy 2020](#)

### Who is Covered by the Policy?

This policy covers all individuals working at all levels and grades, including senior managers, officers, directors, employees, consultants, contractors, trainees, homeworkers, part-time and fixed-term employees, casual and agency staff and volunteers (collectively referred to as employees in this policy).

Third parties who have access to our electronic communication systems and equipment are also required to comply with this policy.

### Scope and Purpose of the Policy

This policy deals with the use of all forms of social media and all other internet postings,

It applies to the use of social media for both business and personal purposes, whether during office hours or otherwise. The policy applies regardless of whether the social medium is accessed using SDS ICT facilities and equipment or equipment belonging to members of staff.

Breach of this policy may result in disciplinary action up to and including dismissal. Disciplinary action may be taken regardless of whether the breach is committed during working hours, and regardless of whether our equipment or facilities are used for the purpose of committing the breach. Any member of staff suspected of committing a breach of this policy will be required to co-operate with our investigation, which may involve handing over relevant passwords and login details.

Staff may be required to remove internet or social media postings which are deemed to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

### Personnel Responsible for Implementing the Policy

The CEO has overall responsibility for the effective operation of this policy. Responsibility for monitoring and reviewing the operation of this policy and making recommendations for change to minimise risks also lies with the CEO.

All managers have a specific responsibility for operating within the boundaries of this policy, ensuring that all staff understand the standards of behaviour expected of them and taking action when behaviour falls below its requirements.

All staff are responsible for the success of this policy and should ensure that they take the time to read and understand it. Any misuse of social media should be reported to the CEO. Questions regarding the content or application of this policy should be directed to the CEO.

## Personal Use of Social Media

### Personal Use

Employees may occasionally desire to use social media for personal activities. We authorise such occasional use so long as it does not involve unprofessional or inappropriate content and does not interfere with your employment responsibilities or productivity. While using social media at work, circulating chain letters or other spam is never permitted. Circulating or posting commercial, personal, religious or political solicitations, or promotion of outside organisations unrelated to the organisation's business are also prohibited.



## **Responsible Use of Social Media**

The following sections of the policy provide staff with common-sense guidelines and recommendations for using social media responsibly and safely.

### **Protecting our Business Reputation**

Staff must not post disparaging or defamatory statements about:

- our organisation;
- our clients;
- suppliers and vendors;
- other affiliates and stakeholders.

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

Staff should make it clear in social media postings that they are speaking on their own behalf. Write in the first person and use a personal e-mail address when communicating via social media.

Staff are personally responsible for what they communicate in social media. Remember that what you publish might be available to be read by the public (including the organisation itself, future employers and social acquaintances) for a long time. Keep this in mind before you post content.

If you disclose your affiliation as an employee of our organisation, you must also state that your views do not represent those of your employer. For example, you could state, "the views in this posting do not represent the views of my employer". You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.

Avoid posting comments about sensitive business-related topics, such as our performance. Even if you make it clear that your views on such topics do not represent those of the organisation, your comments could still damage our reputation. If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from making the communication until you discuss it with your manager.

If you see content in social media that disparages or reflects poorly on our organisation or our stakeholders, you should contact your manager. All staff are responsible for protecting our business reputation.

### **Respecting Colleagues, Clients, Partners and Suppliers**

Do not post anything that your colleagues or our customers, clients, business partners, suppliers, vendors or other stakeholders would find offensive, including discriminatory comments, insults or obscenity.

Do not post anything related to your colleagues or our customers, clients, business partners, suppliers, vendors or other stakeholders without their written permission.

## **Mobile Phone Policy**

At the discretion of the CEO, staff may use mobile phones for work purposes. Where this has been agreed a contribution from SDS of £25.00 per month may be claimed. As a condition of this, any SDS data stored on a phone, including emails and contacts, must be password protected.

Where information is accessed through mobile phones or other devices, the device used must have an up-to-date and currently supported operating system. For more information refer to the SDS Data Protection Policy.

Courtesy, consideration of and respect for others, are paramount at all times. It is required the staff are aware of the impact their mobile phone use may have on others and ensure that the phone is only used when it is considered appropriate to do so.

### **Use of Mobile Phones in Sporting Venues**

The use of camera phones around children and vulnerable adults should be considered. A number of local authorities already have a ban on the use of photographic equipment, and this may extend to phones with camera facilities.

It is recommended that phones with camera facilities are not used when there are children or vulnerable adults present.

## **Use of Hands-Free Phones in Motor Vehicles**

In line with legislation, drivers of any vehicle must not use a hand-held mobile phone or similar hand-held device whilst in control of the vehicle. This includes periods when the vehicle is stationary.

In addition, the Department for Transport has advised that a driver may risk prosecution for failing to have proper control of a vehicle if the driver uses a hands-free phone when driving. If there is an incident, the use of any phone or similar device might justify charges of careless or dangerous driving.

For this reason, the SDS policy for the use of mobile phones is that only hands-free models are to be used by the driver whilst any vehicle is under their control and on SDS business.

## **Employee Calendars and Appointments**

An employee's whereabouts should be attainable at all times. Where possible the office's electronic diary system should be used to document location of all meetings, internal and external, and reason for meeting.

It is the responsibility of each employee to ensure they maintain and update the diary regularly to reflect their movements.

## **Flexible Working Policy**

This policy sets out the framework to use for requests to work flexibly under the statutory right in the Employment Rights Act 1996. Legally it applies to every employee who has 26 weeks continuous employment service with SDS. Flexible working covers the working arrangements in place, such as working time, location and working pattern.

### **Principles**

The aim of this Policy and the associated guidelines is to ensure that any application made for flexible working is managed fairly and consistently and meets the statutory requirements.

### **Eligibility**

To be eligible to make an application for flexible working, you will:

- Be an employee and have worked for SDS for 26 weeks at the date of making the application
- Not have made a flexible working application in the previous 12 months

### **Types of Requests**

A flexible working request under this policy means a request to do any or all of the following:

- To reduce or vary your working hours;
- To reduce or vary the days you work;
- To work from a different location (for example, from home).

The following types of requests will be considered:

- Part Time: Working less hours and/or days than the regular full-time work week
- Flexi-Time/Staggered Hours: Changed or staggered stop and/or start times – usually outside of the normal core working hours
- Job Sharing: The sharing of a full-time job by two employees working part time

Where you have requested to job share, you will need to either identify a suitable job share partner or suggest to the employer a reasonable method of finding a suitable partner.

You may make other types of requests, such as a mix of the above types. For business and/or health and safety reasons, SDS will generally not accept the following as a flexible working pattern:

- A request to end your shift early but maintain the same level of pay by avoiding taking required breaks
- A request to stagger your start and stop times on an ad hoc/unscheduled basis

- A request to annualise your hours (i.e. work 1,950 hours per year but work these hours in undefined days and shifts)
- A request to compress your hours by working the regular amount of weekly hours but in a fewer number of days

## How to Request Flexible Working

You must make an initial written application to the CEO, sufficiently in advance of when you would like the desired working pattern to take effect. Please see Appendix 1 Flexible Working Request Form OR Your written request must:

- 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;
- State whether you have made any previous flexible working requests.

It is the responsibility of SDS to follow the statutory procedure and give due consideration to the request. A request can be refused where there is a recognised business ground for doing so.

## Reviewing the Request

The law requires that all requests, including appeals, must be considered and decided on within 3 months from first receipt unless your manager agrees with you to extend this period.

Your Manager will arrange a meeting with you to review the application as soon as possible after the request is submitted. You may bring a work colleague with you to the meeting for support. The purpose of the meeting is to discuss the reasons for the application and your proposals on how the change might work. It is also a time to discuss whether an alternative arrangement is more appropriate.

Notes will be taken at any meeting in relation to a flexible working request. The following issues will be considered:

- How the change could be implemented practically and with minimal disruption to the business.
- Associated costs and savings, including wage/benefits (pro-rata for a reduction in hours).
- Impact on performance and efficiency of the role/department.
- Impact on the quality of output of the role/department.
- Effect on customer service/demand.
- Effect on the employee's team/colleagues, including any redistribution of work.
- The effect on structure and any planned relevant restructure.
- The availability of sufficient work when the employee proposes to work
- Core hours during which the employee must be at work, specific to the department and/or role
- Recruitment requirements and associated costs and/or constraints for example if a job share is suggested

As well as:

- Health and Safety requirements
- Systems requirements
- Alternative changes in work pattern, or other options (such as career break) which would better suit
- The provision of whether a trial period is necessary

## Accepting the Request

Any request that is accepted will make a permanent change to the employment contract. If the employee wants a temporary change, an agreement may be reached together with any compromise if the original request cannot be accommodated.

The acceptance of the flexible working request should set out details of the new work pattern, the start date of the new work pattern and details of any changes in terms and conditions of employment as a result of the new work pattern. Any new work pattern should be communicated to the team and any direct impact upon colleagues such as a re-distribution of work, should be communicated prior to the application being accepted.

## **Trial Basis**

There may be instances where your Manager is unsure whether the arrangements can be sustained, or the impact they would have on other employee's requests for flexible working. It might be appropriate to agree the flexible arrangements on a temporary or trial basis rather than rejecting the request.

If this is an option, your Manager will agree to extend the 3-month consideration period with you, to allow a reasonable time to trial the arrangements. 4 to 12 weeks could be used as a general guideline and the agreed trial dates will be confirmed to you in writing. During the trial period, review meetings will be held to discuss how the new arrangements are working and to make any necessary adjustments.

## **Rejecting the Request**

Should the request for flexible working be rejected, a letter will be sent that clearly states the business ground(s) why the request cannot be granted, why these grounds apply in the circumstances and provide you with an opportunity to appeal. Applications can only be refused where there is a clear business reason as set by the legislation:

- Burden of additional costs
- Detrimental effect on ability to meet customer demand
- Inability to reorganise work among existing employees
- Inability to recruit additional employees
- Detrimental impact on quality or performance
- Insufficiency of work when the employee proposes to work
- Planned structural changes

You will be able to appeal the decision by writing to the CEO setting out the grounds for appeal. The appeal will involve a meeting with you, the Senior Manager/Director and the HR Manager. Once again, you can invite a work colleague for support. Your appeal will be reviewed and your request re-considered. You will be advised of the outcome of your appeal in writing and the appeal decision will be final.

## Appendix 1 Request for Flexible Working

Note: It will help the CEO to consider your request if you provide as much information as you can about your desired working pattern. Please complete all questions. Once you have completed the form, you should immediately forward it to the CEO keeping copy for your own records.

### 1. Personal Details

Name: \_\_\_\_\_ Department/Office: \_\_\_\_\_  
Job Title: \_\_\_\_\_ Manager: \_\_\_\_\_

### 2. Eligibility

I am making this request under my right provided in the Employment Rights Act 1996.

[ ] I have worked continuously as an employee of Scottish Disability Sport for the last 26 weeks

[ ] I have not made a request to work flexibly during the past 12 months.

Date of any previous request to work flexibly under this right:...../...../.....

### 3. Details of your Request

3a. Describe your current working pattern (days/hours/times worked):

3b. Describe the working pattern you would like to work in future (days/hours/times worked):

3c. I would like this working pattern to commence from:

Date:...../...../.....

## Training

Job sharers are to be included in all training programmes and are to have equal access to training facilities. Job sharers may take it in turn to attend team meetings. In many cases both will have to attend training courses.

As far as possible, attendance at training courses should be during scheduled workdays. Where this is not possible and training courses take place outside of normal work times, time off in lieu will be granted.

Job sharers are entitled to the same support in working towards educational or professional qualifications as other part-time staff. In the case of professional qualifications, sharers may choose to work towards different qualifications so that they develop different and complementary skills.

## Annual Leave

An employee's leave year commences on 1 April each year. Where an employee joins the company on a different date, the leave will be attributable on a pro-rata basis. The current annual leave entitlement is 22 days in the first year of employment and 25 days per year thereafter, unless otherwise stated in the contract of employment.

When the employee applies for annual leave, a leave request form must be sent to the CEO or line manager requesting approval for the dates listed.

A copy of the request and approval are kept on the employee's file to record the annual leave.

It is then the employee's responsibility to inform those at work and to make arrangements for the employee's work to be covered while away.

The authority for granting annual leave is the responsibility of the CEO or line manager. Employees are encouraged to take their full annual leave allowance.

Annual leave must never be taken without prior permission from the CEO or line manager, or in his/her absence, the Chair. Periods of annual leave may commence on any day of the week.

A single period of leave should not normally exceed three weeks. Exceptionally, special requests for longer single periods may be made and will be given careful consideration.

Note: employees may only carry forward 5 days annual leave to the next holiday year unless in exceptional circumstances and agreed in writing with the CEO.

Employees leaving SDS will be required to refund from their final salary an amount equivalent to the number of excess annual leave days they have taken, if it is over the entitlement accrued. This will be by way of a deduction from final salary payment. Leave accrued to leaving date will normally be paid as part of the final salary.

## **Procedure if Sick when on Annual Leave**

Annual leave should not be taken as an alternative to sick leave. Employees might, however, fall sick whilst on annual leave. As soon as an employee becomes aware that an illness or accident will seriously interrupt their booked period of annual leave they should take action to inform the CEO of the fact not later than the fourth day of illness.

A medical statement completed by either a GP or hospital doctor should be forwarded to the CEO as soon as practicable. A "serious interruption" is classed as four or more days of continuous illness at which point, the absence will be considered to be sick leave rather than annual leave. Annual leave may not be taken immediately following a period of sick leave, unless a doctor's statement of fitness to return to work is provided.

Half a day's leave involves attendance at work for half of the total hours (excluding meal breaks) which would normally be worked that day.

## **Employee's Retirement**

The annual leave entitlement of an employee who resigns or retires during the course of their leave year is calculated as 1/12 of the appropriate annual leave allowance for each complete month worked. For example, should a cash payment be made in lieu of untaken annual leave this will not be regarded as pensionable salary and service will reckon only up to the last day at work for pension purposes.

As a last day of service is usually determined in advance of employees retiring, arrangements should be made to take any annual leave due to them prior to the retirement date. Payment for outstanding leave can only be made in exceptional circumstances where work commitments have prevented the employee from taking leave.

## **Termination of Employment**

Employees under notice of dismissal are required to take all outstanding leave before the last day of service. Payment will be made for any remaining untaken accrued leave. Where employees are dismissed for serious misconduct, any outstanding payments for leave not taken will be made, however all rights relating to future leave will be forfeited. Employees who have any queries about their annual leave are encouraged to discuss them with the CEO.

## **Public Holidays**

Scottish Disability Sport recognises 10.5 public holidays per year, six of which are non-flexible. Employees cannot choose to work these 6 days and add the holiday to their annual leave unless it is agreed in advance with the CEO. Permission to do this will only be granted in cases where working the public holiday is unavoidable. Where SDS requires an employee to work on a public holiday this will either be counted as TOIL, or as an additional annual leave day. This will be negotiated between the employee and the CEO.

## **Sick Leave**

### **Sick Pay**

Employees are entitled to be paid for sickness absence if they follow Scottish Disability Sport procedure. They will be entitled to Statutory Sick Pay as well as occupational sick pay, which is set out below or in their Contract of Employment.

## Statutory Sick Pay (SSP)

You will be paid your entitlement to statutory sick pay (SSP) in accordance with current legislation and at the current rate from time to time. A qualifying day for the purpose of SSP is a day falling within Monday to Friday (inclusive).

### Proper notification to SDS of your absence:

You must notify the CEO of your illness by telephone as soon as you know you are going to be absent from work. This should be by you personally making a telephone call. You should only ask someone to do this on your behalf if you are unable to do so.

You should explain the nature of the illness and an indication of the likely period of absence. If you are unable to speak to the CEO, you should leave a message with another member of staff.

To ensure your entitlement to sick pay is not lost, you must notify the CEO not later before 10.00am, if you are able to. This will help your CEO to cover your work.

### Proper provision of medical certificates:

That is a 'self-certificate' for the first seven (calendar) days of illness and a doctor's medical certificate thereafter.

If the absence continues, a further medical certificate is required at the end of the initial certified period and thereafter.

You must ensure that all absences are covered by consecutive medical certificates.

Medical certificates (and reports) are regarded as strictly confidential documents to the employee and CEO.

SDS will be sympathetic to cases of genuine sickness, illness or accident. Prolonged or persistent absence may require further enquiries in discussion with you and your doctor. You may be asked to give your permission for SDS to approach your GP or any specialists you are seeing for a medical report.

It is the employer's policy to seek health details from your medical practitioner only when that information is considered essential for employment purposes. In such circumstances, you will be fully informed of your rights of access to any such reports as stipulated in the Access to Medical Reports Act 1988.

You are legally entitled to decline to give your permission. However, you are encouraged to permit SDS to approach your doctor for a report as this will assist SDS to understand your illness and take any required action to accommodate your needs.

SDS reserves the right to ask employees to submit to an independent medical examination where this is considered appropriate, the cost of which will be borne by SDS.

Subject to you complying with the above notification and certification requirements, plus any additional rules introduced from time to time, you will, if eligible, be paid Statutory Sick Pay in accordance with the legislation applying at the relevant time. For the purpose of Statutory Sick Pay, your qualifying days are Monday to Friday.

Your entitlement to sickness allowance regardless of service, is as follows:

For any period in 12 months	
3 months full pay	3 months half pay (minus deduction for NI Benefit)

There is a limit of 6 months' sick leave to be taken in any period of two years. This is an aggregated figure over the two years.

If you exceed the aggregate 6 months in any period of four years or less, you will, at the employer's discretion, receive pay or half pay not exceeding the amount of pension which would be payable if you then retired, whichever is lesser.

Where half pay plus Statutory Sick Pay or any National Insurance Benefit, including Dependents' Allowance to which you are entitled, exceeds your normal pay the amount in excess of your normal pay will be deducted from the half pay allowance.

Pay during sick leave will be the pay you normally receive. This will include, where appropriate, regular payments made to you where your terms of employment provide that you must work hours in excess of the usual hours each month (and for which payment is made as a regular addition to salary). These will also include, where applicable, regular payments made for any of the following:

- all hours worked;
- responsibility allowance;
- standby duty;
- contractual overtime;
- proficiency payments.

Any occupational sick pay includes payment of SSP entitlement.

Employees should be aware that claiming sickness pay whilst not genuinely sick will be considered to be a serious disciplinary offence. If SDS has any concerns about illness, particularly persistent short-term absences, sick pay may only be paid upon production of a medical certificate even during the first week, which is usually the self-certification period.

Failure to comply with the above requirements or submission of false information may result in SDS Sick Pay/SSP being withheld and/or disciplinary action being taken.

### **Long Term Sickness Absence**

If performance of duties is unsatisfactory because of frequent or continuous sick absence, suitability for continued employment will be examined together with the benefit of a medical opinion.

Where an employee has a disability, reasonable adjustments and/or alternative duties will be discussed with the employee, based on available medical advice.

Where there are no reasonable adjustments or alternative duties available, it may be necessary to consider termination of employment on grounds of capability if the employee is unlikely to be capable of working and there are no suitable alternative roles available.

### **Further Information**

The HMRC website has extensive advice regarding Statutory Sick Leave.

The website is [www.hmrc.gov.uk](http://www.hmrc.gov.uk).

### **Special Leave**

Permission may be given for a period of special leave, over and above annual leave, which may be granted before annual leave is exhausted, since the main purpose of annual leave is to give employees a break from work and a period of rest and recuperation. Special leave is not an entitlement, but the CEO will look at each application on its merits.

Applications for special leave are to be submitted to the CEO for approval.

### **Domestic Distress**

Permission may be granted to enable an employee to deal with short-term domestic problems or to make satisfactory longer-term arrangements for coping with them. Special leave with pay should not normally exceed five days, but special leave without pay may be granted for longer periods according to circumstances. Examples of domestic distress would include serious illness of a close relative or dependant (see Time off for Dependants below), property damage, or crisis in child day care arrangements.

### **Time Off for Dependants**

An employee is entitled to take a reasonable amount of time off to help or make care arrangements when a dependant requires urgent or emergency assistance.

A dependant is classified as anyone who reasonably relies on the employee either for assistance or to make care arrangements in the event of illness or injury such as a spouse, a child, a parent, someone who lives in the same household (other than an employee, tenant, lodger or a boarder). It could also include partners or elderly relatives living with the family.



The employee must advise SDS as soon as reasonably practicable and advise how long they expect to be absent, unless this is impossible.

There is no qualifying period of service with the employer, neither is there any age limitation.

### **Bereavement**

Special leave with pay in cases of bereavement is given to employees that are making funeral or legal arrangements. This will normally apply only to close relatives i.e. parents of self or spouse, brothers or sisters of self or spouse or sons or daughters. Employees wishing to attend the funeral of a close relative will be given one day's special leave with pay. Employees wishing to attend the funeral of a distant relative, friend or acquaintance will be required to take annual leave.

### **Moving House**

Other than in cases of official transfer and resettlement, employees will not be granted special leave with pay, although unpaid special leave may be granted.

### **National Team/Squad Members**

Up to five days' paid leave matched by a similar amount of annual leave may be granted for all competition and squad training at National level at the discretion of the CEO or Board.

Any additional days may be granted on an unpaid basis matched by a similar amount of annual leave at the discretion of the CEO or Board.

### **Officiating at National Level**

Up to five days' paid leave matched by a similar amount of annual leave may be granted for all competition and squad training at National level at the discretion of the CEO or Board.

Any additional days may be granted on an unpaid basis matched by a similar amount of annual leave at the discretion of the CEO or Board.

### **Parliamentary and MEP Elections**

Employees who are seeking to become a Member of Parliament may be granted up to five days' paid leave matched by a similar amount of annual leave may be granted at the period of a general or by-election at the discretion of the CEO or Board.

Any additional days may be granted on an unpaid basis matched by a similar amount of annual leave at the discretion of the CEO or Board.

### **Court or Tribunal Services**

Employees called upon to serve as a juror or a member of a tribunal or to appear in court or in a coroner's court as a witness may be granted paid special leave for the whole of the period. Any travelling or subsistence allowance received from the court may be retained, but compensation for loss of earnings should not be claimed from the court nor can be accepted.

### **Other Circumstances**

Special leave, with or without pay, may be granted for other reasons not covered above. Employees who have any queries about special leave should discuss them with the CEO as a matter of guidance.

Employees should also note that any unpaid special leave might affect an individual's pension arrangements. Further advice on this is also available from the CEO.

### **Time Off in Lieu (TOIL)**

TOIL is awarded for hours worked in excess of those stated in the contract of employment. TOIL allows employees to take some time to compensate for the time worked. The CEO must have given permission for these prior to the extra hours being worked.

Employees are required to work such additional hours as may be necessary or appropriate from time to time to enable you to carry out your duties properly. You shall not be entitled to receive any additional remuneration for work outside your normal hours.

Employees may, subject to the employer's prior agreement be permitted to take time off (at such times as the Employer agrees in advance), in lieu of payment for overtime. TOIL is accrued for work over 37.5 hours per week and must be taken within the next four-week period or anything above 15 hours accumulated will be lost. TOIL cannot be added together to gain periods of time off in excess of two working days unless otherwise agreed with the CEO.

## **Shared Paternal Leave Policy**

### **About this policy**

This policy outlines the arrangements for shared parental leave and pay in relation to the birth or adoption of a child. This policy applies to employees. It does not apply to agency workers or self-employed contractors.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **What is shared parental leave?**

Shared parental leave (SPL) is a form of leave that may be available if your child is expected to be born or adopted on or after 5 April 2015. It gives you and your partner more flexibility in how to share the care of your child in the first year after birth/adoption than simply taking maternity, paternity or adoption leave.

Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in up to 3 separate blocks or split each block into shorter periods of work and leave.

### **Eligibility for leave and pay**

To qualify for Shared Parental Leave (SPL) and Statutory Shared Parental Pay (ShPP), you must share care of the child with either:

- your husband, wife, civil partner or joint adopter;
- the child's other parent;
- your partner (if they live with you and the child).

You or your partner must be eligible for maternity pay or leave; or Maternity Allowance; or adoption pay or leave.

You must also:

- have at least 26 weeks continuous employment with us by the end of the 15th week before the due date (Qualifying Week) or by the date you are matched with your adopted child, and still be employed by us in the week before the leave is to be taken;
- provide / show evidence of your partner providing, a curtailment notice to end Maternity leave, Adoption leave or Maternity Allowance if not already returned to work;
- give notice of entitlement/intention to take leave;
- provide evidence of entitlement as requested; and,
- provide your period of leave notice.

### **Partner's Eligibility**

For you to be eligible your partner has to pass the employment and earnings test. I.e. during the 66 weeks before the baby is due your partner must:

- have been working (in an employed or self-employed capacity) for at least 26 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks
- The 26 weeks worked do not need to be in a row but must be within the 66 weeks specified above.

### **Entitlement**

If you are eligible you can:

- take the rest of the 52 weeks of leave (up to a maximum of 50 weeks) as Shared Parental Leave (SPL) minus any Maternity/Adoption Leave already taken

- take the rest of the 39 weeks of pay or Maternity Allowance (up to a maximum of 37 weeks) as Statutory Shared Parental Pay (ShPP) minus any Maternity/Adoption Pay or Maternity Allowance already taken.

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.

### **Evidence of entitlement**

For births you must also provide on request within 14 days of providing notice of entitlement:

- 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).

For adoptions you must also 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).

You will have 14 days from the request to provide the evidence listed above.

### **Statutory Shared Parental Pay (ShPP)**

Up to 39 weeks of ShPP will be available to both parents, minus any weeks Adoption Pay, Maternity Pay or Maternity Allowance the mother has received. ShPP is currently paid at the statutory rate a week or 90% of your average weekly earnings, whichever is lower, for the duration. This is the same as Statutory Maternity Pay (SMP) except that during the first 6 weeks SMP is paid at 90% of whatever you earn (no maximum limit).

ShPP is paid at a rate set by the government each year and can be viewed here [Statutory Shared Parental Pay](#).

### **Shared Parental Leave notification (SPL)**

You must give us a written opt-in notice (notice of entitlement/intention to take leave) not less than eight weeks before the date you intend your SPL and ShPP to start, giving:

- your name and the name of the other parent;
- the start and end dates of your or your partner's maternity or adoption pay and leave and curtailment notice if not already ended;
- the total amount of SPL and ShPP available and how much you and your partner intend to take;
- 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);
- 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; confirmation that you're sharing childcare responsibility with your partner.

You must also include a signed declaration from your partner stating:

- their name, address and National Insurance Number;
- that they satisfy the qualifying requirements for SPL and ShPP;
- that they agree to you taking SPL and ShPP.

If your child is born more than 8 weeks early, the notice period of 8 weeks can be shorter.

## Ending your maternity or adoption leave

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

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

At the same time, you must also give us a notice to opt into the SPL scheme 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.

If eligible for SPL, your partner cannot start it until you have given us your curtailment notice.

The curtailment notice is binding and cannot usually be revoked. The mother or adopter may be able to change their decision to end maternity or adoption leave early if both:

- The planned end date hasn't passed
- They haven't already returned to work

One of the following must also apply:

- If you find out during the 8-week notice period that neither of you is eligible for SPL or ShPP
- The mother or adopter's partner has died
- The mother tells SDS less than 6 weeks after the birth (and she gave notice before the birth) or 8 weeks after the notice was given, whichever is later.

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 above.

## Ending your partner's maternity leave or pay

If you are not the mother or adopter, and your partner is still on maternity leave, claiming SMP or MA, or SAP, you will only be able to take SPL once they have either:

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

## Notifying us of 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 and must accept this. You can give up to three separate 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.

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 discontinuous i.e. split into shorter periods (of at least a week) with periods of work in between. It is best to discuss this informally with your Manager 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 within the two-week period, 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 for the continuous block of leave (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).

## **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 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 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 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 the procedure for requesting split periods below.

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 or placed with you earlier or later than the EWC or expected placement date;
- the variation is at our request; or
- we agree otherwise.

## **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. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your manager's discretion. 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 SDS OR the Pensions Administrator that you wish to make up any shortfall.

## **Shared Parental Leave in touch (SPLIT)**

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 or adoption leave. KIT days are not compulsory and must be discussed and agreed with your Manager OR the Human Resources Department.

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. Alternatively, you may agree with [your Manager OR the Human Resources Department] to receive the equivalent paid time off in lieu.

### **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 periods 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, 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 will have an impact on your entitlement to company shared parental pay.

## **Travel Expenses Policy and Guidelines**

### **Objective**

The objective of having a travel expenses policy is to ensure that all travellers have a clear idea of what they can (and cannot) claim for when away from base.

Its intention is to allow travellers to be reasonably cared for, balanced against the need to spend SDS's money sensibly. If you have a question you should ask the CEO for clarification.

### **Procedure Notes**

#### **Authorisation and Booking of Trips**

The SDS administration staff will arrange travel. Trips should be authorised in advance by the CEO.

#### **Expense claims**

Expense claims should be submitted within 4 weeks of your trip, and in any event no more than 90 days after. Late claims may be disallowed.

Expenses will usually be paid once per month. This should mean that providing claims are submitted promptly, and approved by the CEO, you should wait no more than 4 weeks to be reimbursed. If you need to be paid faster than this you should advise us when you submit your claim.

All claims must be checked and counter signed.

## Receipts

Expense claims must be backed by detailed receipts, properly cross-referenced to your expense claim form. In exceptional circumstances, alternative appropriate evidence must be provided.

## Personal credit/debit cards

It will be assumed that all employees have credit/debit cards that they can use while travelling, as this is the most effective way of paying for things abroad. Cash advances will be kept to a minimum.

## Personal Effects

You are responsible for your own personal effects while travelling. Losses or damage will only be reimbursed to the extent that they are recoverable under one of Scottish Disability Sport's insurance policies.

## Transport

### Air fares

All air fares will be booked through the administrative staff, following the approval of the CEO. All air travel should be in economy class unless otherwise authorised.

### Mileage Rates for Use of Own or Leased Vehicles

Mileage on company business will be paid at Inland Revenue approved rates for UK travel which may change but at present are as follows;

Type of Vehicle	10,000 miles	10,000 + miles
Cars and vans	45p	25p
Motorcycles	24p	24p
Bikes	20p	20p

The employee may not claim for travelling from home to work.

Parking and traffic tickets (e.g. speeding) will **not** be reimbursed by SDS.

### Hire cars

The employee may hire a car where this is cost effective. The size of car should be appropriate to the number of people travelling; a Compact is unlikely to be adequate for 4 people but should generally be adequate for one or two. Petrol costs for hire cars will be reimbursed. Please bear in mind the relative costs and convenience of a hire car and taxis. The hotel location (see below) will also affect whether a hire car is required and should be factored into the total trip cost.

### Taxis

See comments above. As costs vary so much any policy other than 'be sensible' is difficult to set out. If taxis are likely to be used excessively it is worth considering hiring a car.

### Other Forms of Transport – Train etc.

These should be used where appropriate. Travel should be by standard class unless otherwise authorised.

## Accommodation

### Sleeping and Eating - Hotels

Hotels should be clean, comfortable, safe and reasonably convenient. Hotels should cost no more than **£150 per night, excluding meals**. Best value should always be sought, and discounts should be pursued for longer stays and full use should be made of special deals.

Items automatically disallowed include:

- In-room movies;
- Leisure club memberships.

Hotel location and cost should be balanced against other factors, e.g. transport, driving time etc. As with airlines, the employee should register for hotel loyalty schemes where possible.

### **Sleeping and Eating – Meals**

**Meal costs will be reimbursed. General guidelines are:**

**Breakfast: £15 is usually adequate, although hotels may charge more**

**Lunch/Dinner: £25 is a reasonable budget.**

### **Working Abroad**

Except with prior agreement, the employees will not be required to work outside the United Kingdom for any continuous period of more than one month.



## Appendix 4: Logistical/Operational Policies

### Sickness Self Certification Form

Please use block capitals to complete this form

Name:

Details of Absence                      Days Absent from work: \_\_\_\_\_

Date From: \_\_\_\_\_ To: \_\_\_\_\_

Reason for absence (unwell is not acceptable)

\_\_\_\_\_ I certify that I was incapable of work because of my sickness / injury on the dates shown above and that this information is true and accurate.

I acknowledge that any false information will result in disciplinary action.

I hereby give my employer permission to verify the above information.

Signature (of Employees Member):                      Date: \_\_\_\_\_

Signature: (of Manager):                      Date: \_\_\_\_\_

#### CONDITIONS OF SELF-CERTIFICATION

Employees may certify their absence through illness from work by the submission of this self-certified Certificate of Illness. This Certificate does not need to be signed by a Medical Practitioner and is valid for one week (5 consecutive days). It is NOT valid for:-

Absence through illness for more than the specified number of consecutive days;

The certificate cannot be accepted if submitted more than two weeks following the date of illness.

Absence through illness for periods longer than the specified number of consecutive days must be supported by a medical certificate which has been authorised by a medical practitioner.

Absence for reasons other than illness can only be allowed after a request has been approved by the Chief Executive Officer

## **SECTION 7: Legislative Requirements**

### **Alcohol and Drugs Policy**

This policy deals with difficulties at work caused as a result of an employee's misuse or dependency upon alcohol or drugs.

The abuse of alcohol or drugs may lead to or contribute to a number of problems at work including:

- an increased risk of accidents;
- poor timekeeping;
- poor absence record;
- sub-standard quality/quantity of work;
- referrals.

SDS recognises that dependency on alcohol or drugs should be treated sympathetically and fairly. Accordingly, SDS will encourage individuals with such problems to seek early voluntary help and assistance, where such problems have been drawn to the attention of SDS.

In some circumstances, SDS may hold off taking disciplinary proceedings against employees who have a dependency on drugs or alcohol to allow them to seek medical help or counselling. Where medical help/counselling is obtained as an alternative to disciplinary proceedings, failure to make satisfactory in addressing the problem, may result in the re-instatement of disciplinary proceedings.

#### **Rules Relating to Alcohol**

Notwithstanding the above, all employees are expected to comply with the following rules, breach of which will be considered as gross misconduct by SDS and may result in summary dismissal.

Alcohol is permitted within reason during working hours, however employees must not attend work whilst under the influence of alcohol. Any employees who, in SDS's opinion, are unfit to work due to alcohol will be sent home and disciplinary action may be taken.

Where alcohol is provided at a works function, employees are expected to drink sensibly. Alcohol will not be viewed as a mitigating factor in any misconduct.

#### **Drugs Misuse**

The misuse of drugs includes the use of any illegal drugs and the misuse of any prescribed drugs or other substances such as glue or other solvents.

It is a criminal offence to use, possess or deal in any controlled substances and anyone caught on Company premises or during working hours involved in these activities may be summarily dismissed for gross misconduct. Similarly, anyone attending work whilst under the influence of drugs may be dismissed for gross misconduct.

#### **Alcohol, Drugs and Substance Testing**

In order to fulfil its legal duties relating to the health and safety of employees the employer reserves the right to carry out alcohol and substance abuse testing of its employees and sub contractor personnel at the employer's expense. Such tests may be made at fixed or random intervals as appropriate and will be carried out by suitably qualified personnel. Samples taken will be analysed by a reputable independent laboratory. Appropriate steps will be taken at all times to ensure such samples are properly identified and controlled at all stages of the testing and laboratory analysis.

If, having undergone testing, it is confirmed that an employee has been positively tested for alcohol/ drugs, or the employee admits to having a drug and/or alcohol problem, the Employer reserves the right to suspend the employee from work on full pay to allow the Employer to decide whether to deal with the matter under the terms of the Employer's Disciplinary Procedure or to refer the employee for treatment/counselling.

To assist in the effective implementation of this policy, the employer reserves the right to have tests carried out on employees following any incident or act of misconduct, where there is a reasonable suspicion that drugs and/or alcohol may have been a contributory factor.

Failure by an employee to give consent to such a test, or refusal to supply a urine sample, will be considered to be a breach of these rules amounting to gross misconduct and may lead to disciplinary action being taken, up to and including dismissal.

The employer reserves the right to search employees, any employee property held on the employer's premises, employees' workspaces or their employer car at any time if the employee's line manager believes that this policy is being or has been infringed.

If an employee refuses to comply with the search procedure, such refusal will normally be treated as amounting to gross misconduct and will entitle the employer to take disciplinary action up to and including dismissal.

## Privacy & Data Protection Policy

### Purpose

The employer is conscious of its responsibilities as a data controller under the Data Protection Act 1998, UK Data Protection Bill and General Data Protection Regulation (679/2016/EU). The employer shall endeavour to process any personal information relating to you fairly and lawfully in accordance with that Act. Information may be processed in accordance with our Data Protection Registration and the employer will not process your personal information in any manner incompatible with those purposes or without your consent unless it is required by law to do so. The employer will also endeavour to comply with the Information Commissioner's code of practice on the use of personal data in employee/employer relationships.

### Questions

If you have any questions about the employer's Privacy Notice and Data Protection Policy please refer to the CEO. The SDS Privacy Notice and Data Protection Policy can be found at:

- [Privacy Notice](#)
- [SDS Data Protection Policy 2020](#)

## Data Protection: Retention of Records Policy

### Purpose

In accordance with our responsibilities under the privacy and data protection legislation, and the Information Commissioner's guidance on good practice in the use of personal data in employer/employee relationships, the employer has decided to implement this policy.

The employer is conscious of its obligations to ensure that the personal information it holds is relevant, accurate, up-to-date and not retained for longer than is necessary.

Having considered the requirements of the business, and the relevant legal requirements, the employer has decided to implement the following guidance as to the time limits for retention of personal data.

### Review

The employer's personnel records will be regularly reviewed by the CEO to ensure compliance with this policy.

### Retention times

It is the employer's policy that records be retained for the following times:-

Application forms	3 years from termination of employment or rejection of the application, whichever is later.
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Absence records showing incidence of sickness absence, annual leave and other approved and unapproved absence.	4 years from termination of employment.
Appraisals and performance reviews	7 months from termination of employment.
Records in relation to promotion	7 months from termination of employment.
References given by a former employer	7 months from receipt.
References given to a potential future employer	7 months from the date of issue.
Summary of record of service (including name, position held and dates of employment)	6 years from termination of employment.
Payroll and tax records	6 years from termination of employment
Records relating to accident or injury at work	4 years from incident

## **Destruction**

Any information identified as no longer necessary will be securely destroyed.

## **Exceptions**

In the event that information requires to be retained for any reason, for example where it is or may form part of legal proceedings, then the above guidelines will not apply.

## **Anti-Harassment and Bullying Policy**

### **Purpose**

As part of its overall commitment to equality of opportunity, SDS is fully committed to promoting a harmonious working environment. All employees have the right to be treated with respect and dignity and are entitled to work in an environment free from harassment, victimisation and bullying.

Harassment and bullying at work in any form is unacceptable behaviour and will not be permitted or condoned. Everyone must comply with the policy and should ensure that their behaviour to colleagues and customers does not cause offence or constitute harassment or bullying.

The purpose of this policy is to protect individuals from bullying and harassment and to enable them, if necessary, to make a complaint or assist in an investigation without fear of reprisal. All complaints will be dealt with seriously, promptly and with confidentiality.

Where allegations of harassment or bullying are substantiated, appropriate disciplinary action up to and including dismissal will be taken against the person(s) responsible.

This policy does not form part of a contract of employment and the employer may amend it at any time and for any reason.

### **Why we Need a Policy**

Harassment and bullying behaviour are harmful to employees, employers and customers alike. They can subject individuals to fear, stress and anxiety. Great strains can be put on work, personal and family life. Harassment and bullying can lead to illness, accidents, absenteeism, poor performance, and apparent lack of commitment, and people leaving the employer. They impact badly on safety, organisational effectiveness and business success.

Individuals who are harassed, victimised or bullied are often made to feel vulnerable and can be reluctant to complain. They may fear the reprisals and may suffer in silence. They may not want attention focused on them or on the situation, they just want the behaviour to stop.

This policy prohibits all forms of harassment and bullying whether amounting to unlawful conduct or not.

## What is Covered?

This policy covers all individuals who work for the employer or at any of the employer's premises. It includes managers, officers, directors, employees, consultants, contractors, homeworkers, part-time and fixed-term employees, casual and agency staff.

It extends to the conduct of all employees towards any other employee. In addition, any employee who, while acting in his or her capacity as an employee, harasses a contractor, vendor, client, customer, visitor or other individual affiliated with the Employer, will also be subject to disciplinary action.

Similarly, the employer will not tolerate harassment of its employees, applicants, or contractors, by non-employees, such as third-party contractors, vendors, clients and/or customers. The employer should be immediately alerted to any such conduct so that it can take immediate and appropriate corrective action and take measures to prevent further harassment. The SDS Anti-Harassment & Bullying Policy can be found at:

- [SDS Anti Harassment and Bullying Policy 2020](#)

## Public Interest Disclosure (Whistleblowing) Policy

A copy of the SDS Public Interest Disclosure (Whistleblowing) Policy can be found at;

- [Public Interest Disclosure \(Whistleblowing\) Policy 2020](#)

## Equality Policy

### Purpose

SDS believes that the pursuit of equal opportunity for all in the workplace is based on sound moral and business grounds. SDS is committed to employing the best people and creating an atmosphere in which people can achieve their potential. One way of achieving this is to treat all employees or potential employees fairly.

Compliance with this policy should assist SDS to put this commitment into practice, and also ensure that employees do not commit unlawful acts of discrimination. The SDS Equality Policy can be found at;

- [SDS Equality Policy - updated September 2019](#)

## Recruitment and Selection

The employer's Recruitment Selection Policy results in the selection of the most suitable person for the job in respect of experience and qualifications. The employer will ensure that individuals are recruited and selected on objective criteria having regard to their relevant aptitudes, potential, skills and abilities. In particular, no applicant will be placed at a disadvantage by requirements or conditions which are not necessary to the performance of the job or which constitute discrimination.

The employer operates a policy of providing equal opportunities in recruitment, training and promotion regardless of sex, sexual orientation, marriage and civil partnership, pregnancy and maternity, age, gender reassignment, race, disability, religion or belief of an employee, having regard to the individual's aptitudes and abilities and the requirements of the job. SDS is opposed to all forms of unlawful and unfair discrimination in employment and against customers/ contacts/ suppliers.

SDS is committed to the promotion of equal opportunities and to ensure that the human resources, talent and skills of all employees are maximised. SDS's policy is to treat all employees with respect and dignity and to ensure that decisions are taken without reference to irrelevant or discriminatory criteria.

SDS will take every possible step to ensure that decisions on recruitment, selection, training, conditions of work, pay and benefits, promotion, career, management and every other aspect of employment are justifiable and based solely on objective criteria.

There may be circumstances where SDS has a legal duty to ensure that a job holder is of a specified gender or where health and safety requirements apply. In these instances, the employer will follow the provisions in the legislation.

SDS will ensure that the policy is communicated to all employees and made known to job applicants.

This policy does not form part of your contract of employment and the employer may amend it at any time. The SDS Recruitment and Selection Policy can be found at;

- [Recruitment Selection Policy June 2020](#)

## **Making the Policy Work**

Each employee has personal responsibility for the practical application of this policy and to ensure that the employer achieves its equality objectives. The successful implementation of this policy depends on everyone treating each other with the respect and dignity they would rightly expect from others.

## **What the Law Says**

SDS recognises its obligations under the Equality Act 2010 and UK GDPR. SDS is committed to ensuring that no individual is discriminated against on the grounds of sex, sexual orientation, marriage and civil partnership, pregnancy and maternity, age, gender reassignment, race, disability, sexual orientation or religion or belief. These are known as "protected characteristics".

## **What is Discrimination?**

Discrimination can be direct or indirect and it can occur intentionally or unintentionally.

**Direct discrimination** occurs where the individual is treated less favourably than others because of a protected characteristic. For example, paying someone less because of their sex or rejecting an application for employment because someone is disabled. Direct discrimination can occur even where it is unintentional.

**Association and perception:** direct discrimination can also occur if a person is discriminated against because of the protected characteristic of another person, for example an employee with a disabled child being subject to unpleasant comments about disabled people. Or discrimination can arise where the person does not actually have the protected characteristic, but they are perceived as having it, and they are discriminated for that. For example, a job application of a white woman is rejected because the employer wrongly assumes she is Asian because she has an Asian name.

**Indirect discrimination** recognises that some practices which appear to treat people equally can nevertheless adversely affect a particular group (with a protected characteristic) more than others. Where this is the case, the practice will be unlawful unless it can be objectively justified. For example, scheduling all training sessions for a Saturday morning, although applied to everyone, may adversely affect employees of a particular religion.

Discrimination also includes victimisation and harassment.

**Victimisation** occurs where an individual is treated less favourably than others because they have made or supported a complaint or raised a grievance under the Equality Act 2010, or because they are thought to have done so. For example, a female employee who had brought an equal pay claim being overlooked for a promotion because she had brought the claim.

**Harassment** is unwanted conduct which has the effect or purpose of creating an intimidating, hostile, degrading, humiliating or offensive environment for someone or violating their dignity, which relates to a person's protected characteristic. More information on this can be found in the Employer's Anti-Harassment and Bullying Policy.

## **Disability Issues**

SDS is committed to ensuring that disabled people, including job applicants and employees, are not treated less favourably or disadvantaged by comparison to people who are not disabled in relation to their work or working environment.

If you are disabled, or become disabled in the course of your employment with SDS, you are encouraged to tell us about your condition. This will enable SDS to support you as much as possible, and to make reasonable adjustments where appropriate.

You may also wish to inform your line manager of any reasonable adjustment to your working conditions or duties of your job which you consider to be necessary, or which would assist you in the performance of your

duties. The employer will consider such proposals carefully and will accommodate these, where possible and proportionate to the needs of your job.

## **Implementing Equality and Diversity**

SDS states its wholehearted support for the principles and practices of equal opportunities and will actively promote equal opportunities throughout the organisation. In support of equality and diversity in the workplace, the following activities regularly take place;

All interview candidates are asked if there are any adjustments that may be required to be made should they be invited for an interview. This data is recorded and is used periodically to check the employer's implementation of its Equal Opportunities policy:

- the provision of opportunity between women and men will be monitored through the collection and analysis of statistical data on the sex, marital status and family status of all full time and part time employees and job applicants;
- SDS will provide suitable and relevant equal opportunity training as necessary for all staff, including directors, line supervisors and managers to enable staff to implement and uphold the employer's commitment to equality of opportunity;
- SDS provides standard benefit packages for each grade of staff, regardless of protected characteristics. Remuneration is determined by reference to grade, position and performance;
- SDS has developed a range of policies designed to help parents combine work and family life. Within these policies, the following elements are covered:
  - maternity;
  - paternity;
  - parental leave;
  - personal leave;
  - flexible working.

## **Harassment/Dignity at Work**

SDS recognises the problems that harassment may cause at work and is committed to ensure that such unacceptable behaviour does not take place. All forms of harassment are abhorrent and will not be tolerated. All such cases will be dealt with under SDS's Disciplinary Procedure.

SDS has a separate policy on Anti-Harassment and Bullying.

## **Grievance and Disciplinary Procedures**

SDS can only act to prevent individuals from breaking the employer's policy if it knows about the conduct. If you believe that you have experienced discrimination, harassment or victimisation in any form you can raise the matter informally with your manager. You can also raise the matter formally through SDS's Grievance Procedure or the Complaints Procedure in the employer's Anti-Harassment and Bullying Policy. All complaints will be dealt with seriously, properly and confidentially and every effort will be made to secure a satisfactory resolution.

Disciplinary action will be taken against any employee who is found to have committed an act in breach of this policy. Serious breaches of this policy will be treated as gross misconduct.

SDS practices and policies relating to equal opportunities must be strictly adhered to by all employees. Discrimination, abuse, or failure to observe employer policy and practice will result in disciplinary action being taken, including summary dismissal in the most serious cases.

## **Age**

We offer employment to any candidate with the required experience or qualifications we will also abide by the regulations under the Equality Act, unless it falls within the transitional provisions. Owing to the nature of our work and the requirements of the current Health and Safety at Work Act regulations, SDS cannot employ those under 16 and may restrict the employment of those under 18 years of age according to the type of work to be undertaken.

## **Gender/Sexual Orientation**

We offer equality of recruitment and employment regardless of gender and/or sexual orientation. This includes the right not to be discriminated against because of perceived gender or sexual orientation. Persons who have, or who are undertaking, gender re-assignment will be supported.

## **Overseas Workers**

SDS offers employment opportunities to suitably qualified individuals of any nationality provided that they are able to demonstrate that they have the right to work in the UK. SDS will not arrange work permits on behalf of overseas workers.

## **Religion**

SDS will, where business opportunities allow, discuss restricted hours employment opportunities to meet their religious beliefs. However, unless this is agreed in writing at either time of recruitment or at some stage, SDS will not allow individuals to take time off during normal contract core hours and will treat any such absences as an act of misconduct.

## **Gender Reassignment**

SDS recognised that an employee may wish to undergo gender re-assignment. This is a matter for personal decision, which SDS will respect.

Providing full medical counselling has been undertaken, evidence of which will be expected to be produced, SDS will discuss the timing of any actual reassignment with the employee and the implications of this in the workplace.

Every effort will be made to try to protect the employee within the workplace. Anyone initiating or seeking to initiate bullying or discrimination against the employee will be dealt with under the appropriate policy and be made subject to sanctions.

Employees will be expected to appreciate the reactions of their colleagues and clients, and their genuine concerns regarding privacy and decency. Accordingly, ad hoc changing and toilet facilities which are separate from those normally used by employees may need to be used. This is not to be construed as discriminatory but simply recognition of a need in the short term to allow all parties to come to terms with a changed situation.

Where an employee is engaged on work, where the result of the gender re-assignment poses genuine problems, every effort will be made to re-assign the employee to suitable alternative work where such considerations do not apply.

## **Health and Safety**

### **Purpose**

SDS's health and safety policy is designed to promote and encourage the highest standards of health and safety at work in all of its operations. It is the duty of the SDS to ensure, so far as reasonably practicable, the health, safety and welfare of its employees at work.

### **Employer's Responsibilities**

We recognise and accept our responsibilities to provide a safe, hygienic and healthy workplace environment for all our employees, including:

- The provision and maintenance of plant, equipment and systems of work that are safe and without risk to health;
- Ensuring safety and absence of risk to health in connection with handling, use, storage and transport of goods or substances;
- Maintaining the workplace in such a condition so that it is safe and without risk to health including access to and exit points from it;
- The provision and maintenance of a working environment for employees that is without risk to health and including the provision of adequate facilities and arrangements in this connection;



- The provision of such information, instruction, and supervision as is necessary to ensure the health and safety of all employees;
- Ensuring that all employees are competent to do their tasks, and to give them adequate training;
- The prevention of accidents and cases of work-related ill health;
- Consulting our employees on matter affecting their health and safety.

SDS is also under a duty to ensure that people who are not employed by it are not exposed to risks to their health and safety. This includes subcontractors and visitors to the employer, and members of the public.

## **Your Health and Safety Responsibilities**

It is only possible for SDS to comply with its legal obligations if its employees understand that they are under a duty to take reasonable care of their own health and safety and that of their fellow employees who may be affected by their acts or omissions. You are required to co-operate to enable SDS to perform its obligations.

You are expected to give all possible assistance to SDS and to achieve this you must:

- Comply with all safety instructions and directions issued by the employer and take reasonable care for your own health and safety and the health and safety of other people who may be affected by your actions;
- Co-operate in any investigation and report on all accidents or incidents that may cause or lead to injury;
- Report any potential health and safety risk (including any perceived risk of serious and imminent danger) to the appropriate person by reasonable means;
- Report any shortcomings in the employer's arrangements for health and safety.

Any failure to comply with any aspect of the SDS health and safety procedures, rules or duties or any improper interference with any health and safety equipment will be regarded as misconduct and will be dealt with under the employer's Disciplinary Procedure. Serious breaches or blatant disregard of health and safety procedures will be regarded as gross misconduct for which the appropriate penalty is summary dismissal. Serious breaches of the policy may also lead to criminal prosecution.

In accordance with the Management of Health and Safety at Work Regulations 1999, every employer needs to establish the arrangements for the effective planning, organising, control, monitoring and review of preventive and protective measures. In order to fulfil these obligations SDS has established administration procedures for the wide range of health and safety at work topics within the SDS Health & Safety Toolkit which can be found at;

- [Health and Safety Toolkit - 2020](#)

## **Working Time Directive and Opt Out**

The standard working week for SDS is 37.5 hours, excluding breaks, unless otherwise stated in the contract of employment. Due to the nature of the post these hours may be extended and much of the standard and any extending working time will need to be spent in evenings and weekends. Flexibility with regard to working hours therefore is essential. Employees are not entitled to payment for overtime.

Employees are asked to agree that the 48-hour limit on average weekly working time as set out in Regulation 4 (1) of the Working time Regulations 1998 should not apply to their employment with SDS. Accordingly, the employee consents to working in excess of an average (over any 17-week period) of 48 hours for each 7 days, if so required, and always subject to their other terms and conditions of employment. The agreement in terms of this clause will have effect from the date of their agreement as set out in the Contract of Employment until either (a) he or she withdraws their consent to working more than 48 hours for each 7 days by giving 3 months' notice in writing to SDS or (b) SDS gives them notice of the termination of the agreement entered into in terms of this clause, which may have the immediate effect or (c) their employment with SDS is terminated.

Employees are required to record and submit a note of all hours worked per week over and above the 37.5-hour standard working week. This should be submitted at the end of each working week.

Working hours need to be checked either through the use of time sheets, or by the employee emailing the CEO when they have exceeded the 37.5 hours per week.

**Contract Clause – to be included with the section on hours of work**

It is anticipated that your average weekly hours of work, excluding meal and rest breaks, may exceed 48 hours. Your signature on this document signifies your agreement to work more than 48 hours per week when required. You may revoke this agreement by giving three months’ written notice to the CEO.

By signing this document you also agree to advise your CEO prior to taking any additional employment whilst employed by Scottish Disability Sport.

**Working time 48 Hour week directive opt out**

TO BE USED AS A SEPARATE DOCUMENT WHERE THE 48 HOUR OPT OUT DOES NOT APPEAR IN THE EMPLOYEE’S CONTRACT

Working Week Agreement

In addition to the terms and conditions of my employment with Scottish Disability Sport I hereby agree to work in excess of 48 hours over any seven-day period as is required of me to carry out my duties.

In the event that I wish to withdraw from this agreement I understand that I am required to give three months’ written notice to that effect to the Chief Executive Officer

Signed .....

Name .....

Job Title .....

Date .....

## SECTION 8: Leaving the Organisation

### Exit Interviews

There are many reasons why employees leave, including family reasons, remuneration, travel, better career opportunities etc. However employees who are leaving may often not offer to tell us the real reasons for leaving. If we can determine why employees are leaving using a structured approach we can look to potentially minimise further employee losses in the future.

When an employee resigns SDS should confirm that the employee is not resigning as a result of an unresolved dispute or grievance, as these may give rise to constructive dismissal.

To ensure that the most information can be obtained from the exit interview the following points should be followed where possible:

- Where possible the interviewer should not be the SDS CEO;
- The interview should start by explaining that the purpose of the interview is to improve the organisation's performance, the employee's help is needed and the interview will remain confidential;
- The information gained relates to SDS business and not to the new job the employee is going to;
- A record of the interview should be made and related to findings from previous interviews.

If the employee is leaving due to dismissal the employer should consider whether the issue was employing the wrong person in the first place. It would be sensible to review the employee's initial application against the job requirements to review whether there were any gaps and attempt to avoid those in the future.

An exit interview template is located in the forms section of this handbook.

### Death in Service

If an employee dies whilst in service there are a number of requirements the employer will need to undertake.

First and foremost SDS should look to support the family and other employees professionally and sensitively. Where it is possible, attempts will be made to minimise the impact of paperwork on the deceased employee's family. If there are actions that can be taken by SDS these should be undertaken and the family advised accordingly, i.e. advising of pension funds, payroll, Inland Revenue, etc.

If the employee is a member of a pension fund, SDS will need to advise the pension fund, and will be subsequently guided by the pension fund on the required actions.

In addition SDS will need to contact Inland Revenue and will need to complete a P45 for the deceased employee.

If the death has occurred in the workplace it may be necessary to liaise with emergency services and government health and safety departments. It is the responsibility of all employees to cooperate with any official bodies to ensure they are able to undertake their enquiries effectively and efficiently.

Depending on where the death occurred, e.g. if in the workplace, it may be appropriate to offer counselling to employees who witnessed the event. However this will depend on the circumstances and is at the discretion of SDS.

Remember to also include calculations for any outstanding annual leave when arranging final payments.

### Paperwork Required for Leaving the Organisation

The CEO will need to advise **sportscotland's** Finance Department that the employee is leaving the service of SDS. **sportscotland** have a "DETAILS OF LEAVER" form, which will need to be completed with sufficient time to meet **sportscotland** payroll dates.

Contact **sportscotland** Finance Department to obtain relevant paperwork to process the leaver's details.

Remember to arrange for an exit interview to be undertaken.

## **Resignations and Notice Periods**

### **Resignation by the Employee**

Employees wishing to resign from SDS's employment are required to give notice of their leaving date.

The notice period is as stated within the individual contract of employment, usually between one and three months.

It is SDS's normal practice to expect this notice period to be worked in full. In some circumstances it may be decided it is not appropriate for the full notice period to be worked, and in these cases that balance of the notice period will be paid.

If an individual requests to have their notice period waived, and SDS can accommodate the request within the business requirements, then payment should not be made for the balance of the notice period.

### **Termination by SDS**

Except in cases of summary dismissal, employees will receive one week's notice per complete year of service with a minimum of four weeks and a maximum of twelve.

Shorter periods of notice may be agreed for temporary contract employees.

In some cases it may be mutually advantageous to allow the termination to go ahead with a reduced period of notice and the balance being paid as salary in lieu.

### **Summary Dismissal**

In some circumstances, especially gross misconduct, SDS will summarily dismiss an employee as a result of disciplinary action at the final stage.

At the point of that termination, although the individual has the right to appeal against the decisions, the status is quite clearly as ex-employee.

Such individuals are not entitled to notice or any other financial benefits arising from the contract of employment.

## **Redundancy**

### **What is Redundancy?**

Redundancy is where an employee is dismissed because:

- Funding for the employee's position is withdrawn;
- The employer closes down the business;
- The employer closes down the employee's workplace; or
- There is a diminishing need for employees to do work of a particular kind.

### **What is a Redundancy Payment?**

If an employee is dismissed because of redundancy, he/she has the right to a payment from the employer provided that the individual has 2 or more years of continuous service. Service below the age of 18 does not count.

If a redundancy situation looks like it will occur, seek professional advice to ensure that due process is followed. Further information can be obtained from the ACAS website at [www.acas.org.uk](http://www.acas.org.uk)

## **Termination of Employment**

### **Return of SDS's Property**

You may not, save in the proper performance of your duties or with SDS's permission, remove any property belonging to SDS, or relating to the affairs of SDS, from SDS's premises, or make any copies of documents or records relating to SDS's affairs.

Upon SDS's request at any time, and in any event on the termination of your employment, you will immediately deliver up to SDS or its authorised representative, any plans, keys, mobile telephone, security

passes, credit cards, customer lists, price lists, equipment, documents, records, papers, USB drives, tapes or other computer hardware or software (together with all copies of the same), and all property of whatever nature in your possession or control which belongs to SDS or relates to its or their business affairs. You will at SDS's request furnish SDS with a written statement confirming that you have complied with this obligation.

If you have any information relating to SDS or work you have carried out for SDS which is stored on a computer or laptop which does not belong to SDS, this must be disclosed to SDS and SDS shall be entitled to download the information and/or supervise its deletion from the computer or laptop concerned.

## **Garden Leave**

SDS shall be under no obligation to provide you with work during any period of notice to terminate your employment (or any part thereof), whether given by SDS or by you.

During such period SDS may:

- require you to carry out different duties from your normal duties and in particular to cease duties which give you access to SDS's customers and/or to its confidential information, whether or not that occasions a loss of status; and/or
- require you not to attend at work and/or require you to cease carrying out your duties altogether or having any business dealings with SDS's employees, suppliers, advertisers, customers and agents and may exclude you from any premises of SDS.

You will continue to receive your salary and all contractual benefits provided by your employment. During such period of notice you may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account without the written permission of SDS.

## **Suspension**

Quite apart from the right to put you on garden leave set out above SDS may suspend you on full pay pending the outcome of a disciplinary investigation or for health reasons. Whilst on suspension SDS may impose the same conditions as apply to employees on garden leave.

## **Termination for Gross Misconduct**

SDS may terminate your employment without notice and without a payment in lieu of notice in the event that you are guilty of gross misconduct or breach a fundamental term of your employment. Gross misconduct would include but is not limited to:

- any act of dishonesty committed in relation to your duties including the submission of false expenses claims;
- the wilful misuse or disclosure of SDS's confidential information or other intellectual property;
- attempts to solicit customers or potential customers of SDS to transfer business away from SDS for the purposes of a competitor, or employees to leave SDS;
- engaging in any form of sexual, racial or other harassment at work;
- consuming alcohol to an extent which SDS or Chief Executive Officer regards as excessive or consuming or supplying controlled drugs and other illegal substances whilst at work; or
- are in the reasonable view of SDS guilty of gross negligence or persistently fail to meet targets set for you by SDS; or
- infringe any rules or regulations imposed by any regulatory or other external authority or professional body applicable to your employment or which regulate the performance of your duties or you fail to possess any qualification or meet any condition or requirement laid down by any applicable regulatory authority professional body or legislation; or
- act in a way which in the view of SDS or Chief Executive Officer brings you or SDS into disrepute, whether or not such act is directly related to the affairs of SDS or any Group Company; or
- are convicted of a criminal offence (other than one carrying only a non-custodial sentence or a driving offence).

See also Section 5 Discipline and Code of Conduct for further details on acceptable and unacceptable behaviours.

Following the date your employment terminates, you will not:

- represent yourself as being in any way connected with the business of SDS (except to the extent agreed by SDS);
- represent, promote or advertise or refer to your previous connection with SDS in such a way as to utilise any of their goodwill;
- carry on, cause or permit to be carried on any business under or using any name, trade mark, service mark, style, logo, get-up or image which is or has been used by SDS, or which in the reasonable opinion of SDS or Chief Executive Officer, is calculated to cause confusion with such a name, trade mark, service mark, style, logo, get-up or image or infer a connection with SDS.

## Appendix 5: Leaving the Organisation

### Leaving forms

#### Exit Interview Form - Suggested Template

NAME		DEPARTMENT	
POSITION		SALARY	
MANAGER		EXIT INTERVIEWER	

- What did you like most about your job and why?
- What did you like least about your job and why?
- What were the physical working conditions like in your department?
- Do you have any suggestions for improvement? If so have you raised them in the past?
- Did you feel health and safety at work was provided for?
- How did you feel about your workload? Was your workload fair?
- How do you feel about the training you received?
- Did you receive adequate training, both on the job and specialised?
- What were the promotion/advancement prospects?
- Do you have any suggestions for improving your current job?
- What were your working relationships like with your colleagues?
- Was the job described to you fairly when you took it on? Were your duties clearly defined?
- Is the current job description accurate?
- How would you rate morale in your department?
- Did you feel discipline was fair in your department? If not, why not?
- How would you rate your manager based on a rating of “very good”, “good”, “fair”, “poor”?

Did your manager:

	Always	Usually	Seldom	Never
Show fair treatment?				
Give praise for work well done?				
Deal promptly with complaints/problems?				
Give encouragement and help when needed?				
Explain the job properly?				
Inform you as to your progress?				
Know and follow procedures?				
Listen to suggestions/criticisms?				

Comments:

How do you feel about the pay and benefits?

	Very good	Good	Fair	Poor
Pay for your job				
Holidays				

Sick pay				
Pension scheme				
Health insurance				
Company cars or mileage expenses				
Life assurance				
Loan facilities				
Educational assistance				

Comments:

How do you feel about the facilities and services?

	Very good	Good	Fair	Poor
Office accommodation and equipment				
Parking facilities				
Meal and refreshment facilities				
First aid				
Security				
Sports and social facilities				
Personnel services				

Comments:

- Do you think Scottish Disability Sport has a good reputation as an employer?
- Would you recommend Scottish Disability Sport as an employer to others?
- Why did you decide to leave Scottish Disability Sport?
- Did you consider asking for a transfer?
- If you are going to another job who will you be working for?
- What kind of work will you be doing?
- Why is the new job better?

Reason for leaving in opinion of interviewer:

Comments and suggested future action:

Interview conducted by:

Signed as a true record of the interview: