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Frequently Asked Questions

What is the consultation period for redundancy?

Consultation periods vary due to a number of factors but will last for a minimum period of 30 days.

If I am made redundant what will I be paid?

Redundancy pay will be calculated by using the statutory weeks formula in terms of the number of weeks pay. There will be no statutory salary "cap" applied. Your normal pay at the date of the redundancy will be used to calculate redundancy entitlement, (based on the average over the last 12 weeks of employment prior to the effective redundancy date). There will be a guarantee of a minimum of 6 weeks redundancy pay, for eligible employees. (see the Direct.gov website for a ready reckoner on redundancy entitlements).

You may also receive notice pay which is calculated as shown in the Notice Periods section of the Handbook.

Can I take time off to look for another job whilst under notice of redundancy?

If you are under formal notice of redundancy you will be entitled for that period to up to 2/5 of a working week for the purpose of looking for new employment

or to make arrangements for training for future employment. Such time off should be agreed in advance with your Line Manager. (2/5 of a working week for someone working 5 days per week is 2 days; for someone working 30 hours per week it is 12 hours.)

If I am redeployed will I still have the same terms and conditions?

This depends on the level of the role you are redeployed to. If you are offered a matched post or ring fenced post and the salary rate and terms and conditions for the alternative post are lower than your current salary, the current salary and your terms and conditions will be protected. Salary protection will be on the basis of 100% of the salary difference between the new and old salary for a period of 12 months, from the date of the change. This will then reduce to 50% of the difference between the old and new salary for a further 6 months. At the end of the 18 month period you will be paid on the substantive grade for the new job role. (Please note salary protection is limited to one salary grade).

During this period, you will receive no annual “cost of living” increases, until such time as the salary protection has ended. (At this point you will move to the substantive spinal column point for the job role, which will have increased in line with any cost-of-living increases, over the 18 month period.)

*Due to contractual limitations Impact is unable to offer any salary protection for posts in Care and Support.

If I am redeployed but the job isn’t at my current work base will Impact help cover the excess travel costs?

If your base of work changes due to redeployment and you therefore incur increased travel costs then you will be entitled to claim excess travel for 18 months. This will be based on the current contract hire car rate if you use your own car or we will pay the full cost of a journey via public transport i.e. train bust etc. Please see the expenses section for further details.

Can I use my work computer for personal use?

Yes but only on your break or before or after your working day starts. However you must not access material that would be offensive to others or illegal.

What do I do if I forget my computer login?

Contact the IT helpdesk on 01900 842133.

Can I have a relationship with someone from work?

If a personal relationship develops between two existing members of staff then that is all right from an employment perspective, unless a direct line management relationship exists. For example, if one person is responsible

for supervising or line managing the other, or is one removed from direct responsibility, then we would need to be aware of that relationship. This would be to ensure that no one could form an opinion that the Line Manager was not acting for totally professional reasons, and would avoid any potential conflict of interest for a supervisor/manager. This would require one or both parties to make a declaration of the relationship, initially to the HR Director, and then in the required manner set out in the conflicts policy.

Impact will have to form an opinion of the possible implications of such a relationship, and may have to review the appropriateness of the existing management arrangements continuing.

Can my partner apply for a job at Impact Housing?

Yes, however they would not be able to apply for a post which would involve you working in the same team or one of you line managing or supervising the other.

Redundancy and Redeployment

Introduction

Impact Housing Association Ltd seeks to provide a stable working environment and to offer, as far as it is able to do so, security of employment for its staff. However, Impact operates at the forefront of housing initiatives, which are the subject of fluctuations in demand and are significantly affected by changes in central and local government policies. In addition, it is imperative that new technology and best business practices are introduced into the Association in order to provide the most cost effective service it can, whilst retaining its ‘competitive edge’ in the field of social housing.

The purpose of this policy therefore, is to lay down good practical procedures for handling the process of change and the measures which will be taken to facilitate security of employment and although unlikely, the process for redeployment and redundancy.

Security of Employment

Impact Housing Association will seek to match the numbers of employees with the level of service required. In so doing, the Trade Union, the Joint Consultative Negotiating Group (J.C.N.G.) and all employees will assist in securing the effective and efficient use of its resources and in particular will:

- actively support the principle and practice of mobility of employment both within and between functions, including the obligation to accept geographical mobility;

- provide active assistance in and commitment to the introduction of organisational change and improvement;

- be committed to flexibility of approach and the learning of new skills in order to meet new situations.

Job Security

Where it becomes apparent that reductions in posts have to be made, the Senior Management Team will consider how best this can be handled and will consider all of the following options before concluding that compulsory redundancies are inevitable:

- restrictions on the recruitment of permanent staff

- termination or redeployment of staff on temporary or short term (fixed) contracts where this would release work/vacancies for permanent staff

- redeployment and/or additional training for potentially redundant staff

- voluntary redundancy from specified groups of staff

- voluntary redundancy from any member of staff where this would release work/vacancies for potentially redundant staff

- consideration will be given to the future staffing requirements of the Association. In particular the Association will try to ensure that skilled and experienced staff are retained.

Consultation

Once the need for redundancies is identified, consultation with respect to the general approach and criteria for redundancies will be conducted through the Trade Union and the J.C.N.G. and then, where appropriate, with the relevant groups of staff. In determining the timing of this consultation, care will be taken to balance the need for staff to be adequately forewarned of impending change against the effect, in terms of uncertainty and concern, of releasing information too soon or in insufficient detail.

Consultation with each individual affected by redundancy or potential redundancy will take place and will mark the beginning of the period of formal consultation.

Management will hold meetings with staff, either jointly or individually to:

- explain fully the reasons for the proposed redundancies
- describe the number of employees likely to become redundant
- describe the proposed method of selecting the employees who may be dismissed
- explain the options available to staff

- set out the proposed time scale
- explain how the redundancies will be carried out; including period of notice, period over which they will take place and the formula for determining severance pay if appropriate
- receive the reaction of staff to the proposals
- consider and respond to any alternatives that have been proposed

The formal consultation period will last for a minimum period of 30 days.

Where several redundancies are proposed from a group, or groups of staff or from staff at one location, the consultation process following the initial announcement may be conducted with representatives elected by and from among staff who are potentially redundant.

In addition to consultation with the Trade Union, Impact Housing Association will also make sure that individual employees are aware of the contents of any agreed procedure, and of the opportunities available to them for consultation.

Selection for Redundancy

Where it is necessary to select an employee or employees from among several members of staff, the selection criteria will be established for that particular group of staff, discussed with them and be subject to approval by the Trade Union and J.C.N.G. However, it is likely that the following factors will be considered for inclusion within the agreed criteria:

- appraisal record
- current standard of work performance
- attendance/sickness record
- disciplinary record
- skills, experience and aptitude
- length of service

Selection for redundancy will not be based on considerations of race, nationality, ethnic origin, disability, religion or belief, age, gender, sexual orientation, marital status, pregnancy or maternity or membership of a Trade Union. Personal likes and dislikes will be totally discounted.

It is important that, throughout the process, confidentiality is strictly maintained. There must be no discussion with any other person about the assessment of an employee either prior to or after the event.

A disciplined approach to completing the procedure must be observed to demonstrate Management's professional approach to a very emotive subject.

Alternatives to Redundancy

Where there is no option other than to make a post, or posts, redundant the Association will make every effort to identify and offer suitable alternative

employment to the members of staff affected. Suitable employment will normally fall into one of 3 categories:

Category 1 "Matched Posts"

A "matched post" will normally be one with the same job title and/or broadly similar responsibilities having duties and responsibilities at least 80% (in terms of level of complexity/seniority) the same as those of the redundant post.

A post which falls into the above category will normally be one which carries a salary of between 90% and 110% of the redundant post.

Where a vacancy arises that falls into the category of a matched post, it will be offered to the relevant redundant member of staff. Where more than one member of staff is eligible, the normal recruitment and selection process will take place to determine the best candidate for the job.

Category 2 "Ring Fenced Post"

Where a post is available with job responsibilities comprising 30% - 70% of those within a post declared redundant, it will be treated as "ring fenced".

The principle of ring fencing is to protect the interests of redundant staff by considering their applications for vacancies which arise, without advertising externally.

Once a potential redundancy or redundancies have been formally announced every vacancy arising within the Association will be considered as to whether it is suitable as a "ring fencing" option before any recruitment process begins.

In these circumstances, applications from eligible members of staff will be considered and the normal recruitment and selection process implemented. The post will be offered to the best candidate provided they fully meet the person specification criteria or, with some additional training, can reasonably be expected to do so within 3 months.

Category 3 "Unrelated Posts"

This is where there is an unrelated vacancy which is mutually accepted as being a suitable alternative.

In these circumstances, applications from eligible members of staff will be considered and the normal recruitment and selection process implemented. The post will be offered to the best candidate provided they fully meet the person specification criteria or, with some additional training, can reasonably be expected to do so within 3 months.

Relocation

All vacant posts across Impact Housing Association will be considered as potential alternative employment for those staff subject to redundancy. However, in so doing, regard will be had for the individual's domestic circumstances, personal preferences, their current role within the Association and level of seniority.

Notice of Redundancy/Redeployment

Once the formal consultation period of 30 days has expired and staff views and recommendations have been taken into account, a final decision will be taken on which post or posts will become redundant. Post holders will receive formal written notification and this will mark the beginning of the redundancy notice period. Staff will be given up to 12 weeks combined warning and notice of termination of employment (the actual notice period is dependent upon the length of continuous service with Impact)

Redeployment Terms

Where an employee is offered a matched post or ring fenced post and the salary rate and terms and conditions for the alternative post are lower than their current salary, the current salary and their terms and conditions will be protected. Salary protection will be on the basis of 100% of the salary difference between the new and old salary for a period of 12 months, from the date of the change. This will then reduce to 50% of the difference between the old and new salary for a further 6 months. At the end of the 18 month period you will be paid on the substantive grade for the job role. **(Salary protection is limited to one salary grade).**

During this period, the employee will receive no annual "cost of living" increases, until such time as the salary protection has ended. (At this point they will move to the substantive spinal column point for the job role, which will have increased in line with any cost-of-living increases, over the 18 month period.)

*Due to contractual limitations Impact is unable to offer any salary protection for posts in Care and Support.

Where the terms of a matched post includes the provision of a contract hire car, the member of staff will retain their existing car until it becomes due for replacement, at which time an assessment will be made of the member of staff's eligibility based on Impact's Contract Hire Car detailed Procedures. Where the old post included a lease car but the new post does not, withdrawal of the car from the post holder will be effected in accordance with Impact's Contract Hire Car Detailed Procedures.

Where the alternative employment option is available at a different location, and an employee will incur additional costs, excess travel expenses will be paid for a period of 18 months from the date of relocation. This will be based

on the current contract hire car rate if you use your own car or we will pay the full cost of a journey via public transport i.e. train bust etc. Please see the expenses section for further details.

Members of staff who are offered redeployment will receive written notification of the offer and conditions and will have 2 weeks to consider it. The member of staff may reject the offer, opting instead for redundancy.

A member of staff who accepts redeployment will be entitled to a 13 week trial period in the new job. If during the first 4 weeks either the employer or employee give notice to terminate the contract, the reason for termination will be deemed to be redundancy and the original redundancy terms will apply. The employee, however, will have a further 9 weeks (i.e. 13 weeks in all) to decide whether or not to remain in the post. If during that time they give notice to terminate the employment, a termination payment equal to the amount that would have been paid had the employee opted for redundancy, will be paid.

Redundancy Pay

Impact Housing Association will pay redundancy pay to employees who are eligible. To be eligible you must have a minimum of two years continuous service with Impact.

Redundancy pay will be calculated by using the statutory week's formula in terms of the number of weeks' pay. There will be no statutory salary "cap" applied. The employee's normal pay at the date of the redundancy will be used to calculate redundancy entitlement, (based on the average over the last 12 weeks of employment prior to the effective redundancy date). There will be a guarantee of a minimum of 6 weeks redundancy pay, for eligible employees. (see the Direct.gov website for a ready reckoner on redundancy entitlements).

Impact's contractual redundancy pay will incorporate statutory entitlements. Redundant employees will receive a written statement identifying how the calculation was reached and showing clearly the amount of their statutory and contractual entitlement.

Additional Support

Financial Assistance

Reasonable assistance will be offered for financial or outplacement counselling or for re-employment training for staff being made redundant.

The Human Resources Team will, if requested, research options for the above on behalf of redundant employees. In addition, in-house workshops may be available to redundant employees in order to assist them in applying for jobs externally.

The level of support offered will be determined by the appropriate Director, who will take into account individual needs and circumstances.

Time Off to Look for Work

An employee under formal notice of redundancy will be entitled for that period to up to 2/5 of a working week for the purpose of looking for new employment or to make arrangements for training for future employment. Such time off should be agreed in advance with the Line Manager. (2/5 of a working week for someone working 5 days per week is 2 days; for someone working 30 hours per week it is 12 hours.)

Where an employee is offered other employment during the notice period, consideration will be given to granting early release from the existing post without loss of redundancy pay. In these circumstances, however, there will be no entitlement to pay in lieu of notice for the remainder of the notice period.

Health and Safety At Work Key Policies

Introduction

Current Health and Safety legislation, including the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations impose duties on both employers and employees.

Impact has detailed policies, arrangements, risk assessments all of which can be found on our H drive at H:\Health and Safety.

General Health and Safety Statement

Below is the "General statement" extract from our full health & safety policy which explains in further detail the roles and responsibilities of Impact as an employer and your role as an employee. The full policy can be found at H:\Health and Safety\Health & Safety Policy\HandS Policy version 1. 3.doc

It is the policy of Impact Housing Association:

To safeguard the health, safety and welfare of all its employees by providing and maintaining a safe and healthy work place, equipment and systems of work.

To provide such information, training and supervision as employees need to safeguard their health, safety and welfare.

To provide adequate facilities and arrangements required for a safe and healthy working environment.

Impact accepts the responsibility to safeguard the health, safety and welfare of other people who may be affected by their activities. This includes tenants, residents, volunteers, trainees, contractors, visitors and others.

Every employee must co-operate with us to enable all statutory duties to be complied with. The successful implementation of this policy requires total commitment from all employees irrespective of their position in the organisation. Each individual has a legal obligation to take reasonable care of his or her own health and safety; and for the safety of other people who may be affected by his or her acts or omissions.

The allocation of responsibilities for health and safety necessary to implement policy are set out in parts two and three of this document.

This policy will be kept up to date, and reviewed annually or following relevant legislative or organisational changes.

Overall and final accountability for health and safety in the organisation is that of the Chief Executive, supported by board. The day to day responsibilities for the management of health and safety are delegated to Directors and Managers throughout the organisation.

Acceptable Use of the Internet

Introduction

This document sets out and defines the acceptable use of both e-Mail (internal and external), and the Internet for all employees of Impact Housing Association. It is not intended to discourage staff from using either e-Mail or the Internet, but to protect both them and Impact from any potential legal implications.

The purpose of this policy is to ensure that all employees of Impact understand the way in which Electronic mail (e-Mail) and the use of/access to the Internet should be used within the organisation. It aims to ensure that the organisation's e-mail system is used effectively for its intended purpose without infringing legal requirements or creating unnecessary business risk. In addition it is designed to outline the permissible parameters for employees when making use of the Internet.

All employees of Impact Housing, including contractors and temporary staff, are subject to this policy. Failure to comply may lead to disciplinary action, including the possibility of dismissal. At the same time, your conduct and/or action(s) may be unlawful or illegal and you may be personally liable.

E-Mail Access and Use

Impact provides an e-Mail system to support its activities and access to this system is granted to staff on this basis. Messages sent or received on the

Impact e-Mail system are not private property, but form a part of the administrative records of the company.

Incidental and occasional personal use of the corporate e-Mail system is permitted, subject to the restrictions contained in this policy. Any personal use of e-Mail is expected to be on the employee's own time and is not to interfere with the person's job responsibilities. Personal use of the e-Mail system must not detrimentally affect the job responsibilities of other employees, disrupt the system and/or harm the reputation of Impact.

Care should be taken when using e-Mail because e-Mail messages are perceived to be less formal then paper based communications and there is a tendency to be lax about their content. Bear in mind that all expressions of fact, intention and opinion via e-Mail can be held against you and/or Impact in the same way as verbal and written expressions.
Formal methods of e-Mail distribution must not be used for sending e-Mails that are not relevant to the business.

Access to all e-Mail Internet sites (ie: HotMail, Yahoo Mail etc), are discouraged due to the potential threat of viruses being spread and infecting Impact's networks.

Internet Access and Use

Use of the Internet by staff is permitted and encouraged where such use is suitable for business purposes and supports the goals and objectives of Impact. The Internet should be used in a manner that is consistent with Impact's values and expected behaviours and should form a part of an employee's normal job function. Any inappropriate use of the Internet may have a negative effect and cause congestion on the network.

Personal use is permitted but should be restricted to meal breaks or before/after work hours.

Personal use of Social Networking such as the use of blogs, Facebook, My Space or Twitter etc are not permitted in work time or via work computers or mobile phones.

Impact Housing and our business activities should not be discussed in personal social networking conversations or updates and no defamatory comments should be made regarding other members of Impact staff. Anyone found doing so will be subject to a disciplinary investigation.

All usage of the Internet will be monitored and sites visited logged. Staff, who deliberately visit, view or download any material from any Web site containing illegal, pornographic, homophobic, racist, sexist or other demeaning and discriminatory material will be subject to disciplinary proceedings.

Confidentiality

All information relating to our tenants, staff and members and the business operation of Impact Housing Association is confidential. You are expected to treat electronic information with the same care as you would paper-based information, which is confidential. Keep all such information secure, use it only for the purpose(s) intended and do not disclose the same to any unauthorised third party (which may sometimes include other employees of Impact).

Keep all passwords safe. Do not disclose them to anyone.

If a document is highly confidential or sensitive in nature, it should be stored in a private directory. Do not forward, send or in any way disseminate such information that may compromise the Association.

Maintain confidentiality by not forwarding or sharing any members information that would violate the Data Protection Act or industry guidelines.
Return any message received that was intended for another recipient. Delete any copies of misdirected messages. An incorrectly directed message should only be forwarded to the intended recipient if the identity of that recipient is known.

Verify the recipients of the e-Mail are approved to receive the information contained in the e-Mail, to avoid a breach of confidence.

Inappropriate Use of the Internet and Email

Exercise due care when writing an e-Mail to avoid being rude or unnecessarily terse and ensure that your message meets the standards of professionalism the Association expects of your position. Do not make any statements on your own behalf or on behalf of the Association, which do or may defame, libel or damage the reputation of any person.

You should not engage in any activity that is illegal, distasteful or likely to have negative repercussions for the Association. You must not upload, download, use, retain, distribute or disseminate any images, text, materials or software which:

- Are or might be considered to be indecent, obscene, pornographic or illegal
- Are or might be discriminatory, offensive or abusive in that its context is or could be considered to be a personal attack, rude or personally critical, sexist, homophobic, racist or generally distasteful
- Encourage or promote activities which make unproductive use of Association time
- Involve activities outside of the scope of your responsibilities – for example, unauthorised selling/advertising of goods and services
- Might affect or have the potential to affect the performance of, damage or overload the Association’s system, network and/or external communications in any way
- Might be defamatory or incur liability on the part of the Association or adversely impact on the image of the Association

- Would be a breach of copyright or licence provision with respect to both programs and data

The following activities are expressly forbidden:

- The deliberate introduction of any form of computer virus
- Seeking to gain access to restricted areas of the network or other hacking activities
- Forgery or attempts to read other users' mail without their express permission

E-Mail messages that have been deleted from the system can be traced and retrieved. Therefore, all persons having a part in creating or forwarding any offending e-Mail can be identified. e-Mails both in hard copy and electronic form are admissible in a court of law.
All staff have the capability to send or receive e-Mails anywhere on the Internet. However, there are certain kinds of attachments that should not be sent for private purposes, and that IT should be notified if they are required for work purposes. Inappropriate attachments are:

- Executable files (programs)
- Encrypted files, e.g. password protected ZIP files
- Files with graphic or video attachments.

Monitoring Code of Practice

All Association resources, including computers, e-Mail and voicemail are provided solely for business purposes. At any time and without prior notice, the Association maintains the right and ability to examine any systems to inspect and review any or all data recorded in those systems. Any information stored on a computer, whether the information is contained on a hard drive, computer disk or in any other manner may be subject to scrutiny by the Association. This examination helps ensure compliance with internal policies and the law. It supports the performance of internal investigations and assists the management of information systems.

In order to ensure compliance with this policy, the Association may employ monitoring software to check on the use and content of e-Mail and the Internet to ensure that there are no serious breaches of the policy. The Association specifically reserves the right for authorised personnel to access, retrieve, read and delete any communication that is created on, received through or sent in the e-Mail system, to assure compliance with all company policies. Such monitoring will be used for legitimate purposes only to ensure compliance with the Association's policies.

Legal Implications

For the Acts of Parliament which are in place to protect both the employee and the Association, see the following web sites:

Data Protection and Freedom of Information Act 1998

http://www.legislation.gov.uk/ukpga/1998/29/contents

Human Rights Act 1998 (Updated 2010)
http://www.legislation.gov.uk/ukpga/1998/42/contets

Telecommunications Act 1996 (Updated 2006)
http://www.fcc.gov/telecom.html

The Obscene Publications Act 1959 (Updated 1990)
http://www.legislation.gov.uk/ukpga/Eliz2/7-8/66/contents

Protection of Children Act 1999 (Updated 2003)
http://www.legislation.gov.uk/ukpga/1999/14/contents

Children's Online Privacy Protection Act 1998
http://www.ftc.gov/ogc/coppa1.htm

Criminal Justice Act 1991 (Updated 2003)
http://www.legislation.gov.uk/ukpga/2003/44/contents

Protection from Harassment Act 1997 (updated 1998)
http://www.legislation.gov.uk/ukpga/1997/40/contents

Computer Misuse Act 1990
http://www.legislation.gov.uk/ukpga/1990/18/contents

Defamation Act 1996
http://www.legislation.gov.uk/ukpga/1996/31/contents

Equality Act 2010
http://www.legislation.gov.uk/ukpga/2010/15/contents

Personal Relationship at Work

Impact's view about staff involved in personal relationships with other staff is that it is none of our concern, unless it has an effect on working arrangements in the workplace, particularly if there is a line management relationship between the two parties.

If a personal relationship develops between two existing members of staff then that is all right from an employment perspective, unless a direct line management relationship exists. For example, if one person is responsible for supervising or line managing the other, or is one removed from direct responsibility, then we would need to be aware of that relationship. This would be to ensure that no one could form an opinion that the line manager was not acting for totally professional reasons, and would avoid any potential conflict of interest for a supervisor/manager. This would require one or both parties to make a declaration of the relationship, initially to the HR Director, and then in the required manner set out in the conflicts policy.

Impact will have to form an opinion of the possible implications of such a relationship, and may have to review the appropriateness of the existing management arrangements continuing.

In the event that a current employee, or a prospective new employee wished to apply for a post, which would involve line management or supervisory responsibility for another employee, with whom they were involved in a personal relationship, then that would debar them for being considered for the post.

Where staff are in a relationship it may not be appropriate for them to work together on certain projects, for example on a recruitment panel or a review group etc. However each situation will be assessed on an individual basis.

Anybody wishing to obtain any further advice on these issues should speak to either the HR Director or Senior HR Officer.