

HR Policy Review

1. INTRODUCTION

- 1.1 The purpose of this report is to provide an update to the Partnership on the review of HR policies and procedures that commenced in November 2018. The review was carried out in conjunction with SEStran's HR Adviser and was concluded for this financial year.
- 1.2 The following policies/documents were identified as requiring revision and these have now been amended to ensure that SEStran meets employment legislation requirements and continues to apply best practice.
- 1.3 The policies were presented to the Performance and Audit Committee on 8th March 2019.

2. CHANGES TO POLICIES AND PROCEDURES

- 2.1 The following is a summary of the changes made to policies:

2.1.1 Incident Reporting Policy (Appendix 1)

- The terms "accident" and "incident" were used inconsistently through the document and have been changed to "incident".
- Removed content from section on the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) and included a link to the HSE guidance document *INDG453(rev 1) – Reporting accidents and incidents at work*. Also included is a link to the online form for reporting incidents to the HSE.
- The policy originally required that incident forms were kept for 12 months or 24 months if the incident resulted in injury. Regulation 12 of RIDDOR requires that records of reportable injuries and any work-related injury that prevents a person carrying out their normal duties for more than three consecutive days is kept for three years. That would add a third retention criterion to the policy. (Not all reported incidents that prevent a person carrying out their normal duties for more than three days, or even seven for that matter, would necessarily be work related and so wouldn't be captured by Regulation 12.) As it may not be obvious which of the criteria would be applicable, to avoid any confusion, the three-year retention period has been applied to all incident reports.
- Appendix 1 has been removed. This was a copy of an HSE document which has since been revised and an updated version published. A link is now included to the online version in the main body of the policy.
- Some minor changes have been made to the accident form. Including updates made to sections 5 and 6 of the form to better reflect the requirements of RIDDOR.

- Additional paragraph under Section 9 – “Monitoring and Reviewing” to include a requirement to review incidents and identify any trends and areas for improvement.
- Removed repetition and simplified content.

2.1.2 **Statement of Particulars (Appendix 2)**

- Removal of retirement age.
- HR Adviser commented that notice period of 12 weeks for Partnership Director is very generous and suggests bringing in to line with notice period of staff.
- Inclusion of calculation to be used for holiday pay.

2.1.3 **Travel and Subsistence Policy (Appendix 3)**

- Inclusion of first-class rail travel, applicable in certain circumstances. These include rail card discounts and value for money, compared to standard class tickets.

3. CONCLUSION

- 3.1 The Performance and Audit Committee at its meeting on 8th March; approved the Incident Reporting Policy and Travel and Subsistence Policy for immediate implementation; and
- 3.2 Agreed that further work should be undertaken on the Statement of Particulars. Templates to be provided to Officers to progress and report back to the next meeting of Performance and Audit Committee.

4. RECOMMENDATIONS

- 4.1 It is recommended that the Board notes the content of this report.

Angela Chambers
Business Manager
 15 March 2019

Appendix 1 Incident Reporting Policy
Appendix 2 Statement of Particulars
Appendix 3 Travel and Subsistence Policy

Policy Implications	As outlined in the report
Financial Implications	None
Equalities Implications	As outlined in the report
Climate Change Implications	None



INCIDENT REPORTING POLICY

DOCUMENT VERSION CONTROL

Date	Author	Version	Status	Reason for Change
Sept 2015	SEStran	1.1	FINAL	Updated RIDDOR
Oct 2017	SEStran	1.2	FINAL	Adoption of version control
March 2019	SEStran	1.3	FINAL	Changes to retention, RIDDOR and language.

1. POLICY STATEMENT

SEStran are committed to the safety of employees, and anyone who could be affected by our activities, by minimising the risks from all work-related incidents. We aim to provide a safe and healthy working environment for all employees. Incident reporting and investigation will help by identifying where we can improve our processes.

We will investigate and record all incidents including near misses and other events. SEStran operates a “no-blame” approach to incident reporting. Incidents are valuable learning events and should be treated as such. Identifying improvements in processes and operational controls will be the focus of any investigation.

1.1. DEFINITION

For the purpose of this policy an incident is any unplanned or unwanted event arising from work activities which has resulted in or had a potential to cause:

- personal injury
- ill-health
- damage to property, plant or equipment
- any loss in productivity

This includes any acts of violence to employees as described in the Violence at Work Policy and harassment of any employee by a third party as defined by the Dignity at Work Policy.

2. INTRODUCTION

SEStran will take all reasonable steps to ensure that the work environment is safe.

We will design working practises to ensure any risks are minimised. Any potential hazards will be subject to risk assessments and these will be regularly reviewed. We recognise that even with the operational controls in place unplanned or unwanted events can still occur. The investigation of work-related incidents is an important step in effectively managing the risks associated with our work activities. It provides an opportunity to learn from what has happened and take action to help prevent it from happening again.

3. SCOPE

This policy applies to all employees of SEStran and covers all activities arising out of company business. It complements the Violence at Work Policy and the Dignity at Work Policy.

4. REPORTING OF INCIDENTS

All incidents involving employees, consultants and clients that arise from our activities must be reported using the Incident Reporting Form (Appendix 1). This includes near miss incidents in which no person was injured but where a dangerous situation was identified. Near misses commonly go unreported but are just as important to report as they can highlight potential problems that, under slightly different circumstances, could have caused harm.

Incidents must be immediately reported by the affected person(s) to their line manager. The line manager will investigate the incident and complete the Incident Reporting Form. Where the line manager is unavailable the incident must be reported to another manager.

Fatalities must also be immediately reported to the Partnership Director.

Where appropriate, Section 4(a) of the Incident Report Form should be completed if the affected person has any time off work or attends hospital for treatment.

The form can be completed by hand or electronically. Additional documents may be added to the report together with relevant photographs. Once complete, the original copy(s) should be sent electronically to the Partnership Director (jim.grieve@sestran.gov.uk). The manager should retain the original form and additional information for a period of 3 years.

Completed Incident Report Forms and the information they contain must be treated as confidential at all times. Forms should not be circulated beyond those directly involved. Where the line manager or Partnership Director is required to share any general information about the incident any identifying details should be removed.

5. INVESTIGATION

Once the area has been made safe every effort should be made to preserve the scene of the incident. The line manager must investigate the incident as soon as possible after being notified.

Where the incident is serious, or could have been more serious, a more detailed investigation must be considered; for example, multiple or life changing injuries or significant damage to property. The line manager should consult with the Partnership Director to determine the extent of the investigation that may be required; including whether to request assistance from the Scottish Government's Occupational Health and Safety Team.

If the incident has resulted from a building defect or failure of a building operational control then the relevant premises manager should also be notified so they have the opportunity to conduct their own investigation.

Guidance on conducting an investigation is included in the HSE publication *HSG24 – Investigating accidents and incidents* which is available at:

<http://www.hse.gov.uk/pubns/hsg245.pdf>

Any additional investigation notes and observations not covered in the form should be added to the report as required.

6. RIDDOR

The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) requires that certain injuries or diseases arising from work activities are notified to the HSE. Guidance on which injuries or diseases are reportable is included in the HSE publication *INDG453(rev 1) – Reporting accidents and incidents at work* which is available at:

<http://www.hse.gov.uk/pubns/indg453.pdf>

RIDDOR reports should be submitted to the HSE using one of the online forms available at:

<http://www.hse.gov.uk/riddor/report.htm>

Occupational diseases must be reported to the HSE as soon as is practical. While occupational diseases may be diagnosed by an employee's GP in the first instance all such cases should be referred to Occupational Health. The line manager should also immediately inform Falkirk Council's Health, Safety and Care Team at:

health.safety@falkirk.gov.uk

The Health, Safety and Care Team will provide guidance to the line manager on investigating the cause of the occupational disease and assist in preparing the report.

7. RISK ASSESSMENT

The Partnership Director will ensure that any relevant risk assessments are reviewed to take account of any incident or near miss and the findings of the subsequent investigation.

8. RESPONSIBILITIES

8.1. PARTNERSHIP DIRECTOR

The Partnership Director is responsible for the effective operation of the policy across SEStran as a whole and for ensuring that relevant procedures are implemented. They are also responsible for ensuring that

adequate resources are made available to implement appropriate protective measures, where these have been identified as a result of risk assessment or incident investigation.

8.2. MANAGERS

Managers are responsible for implementation of the SEStran Incident reporting procedures. They are also responsible for ensuring that an Incident Reporting Form is completed fully on each occasion.

In all cases Managers are responsible for conducting an investigation to identify how the incident occurred and for identifying and implementing any appropriate measures to prevent re-occurrence.

The Manager will report the incident to the Partnership Director and, if required under RIDDOR, to HSE.

8.3. EMPLOYEES

Employees are responsible for reporting all incidents to their manager immediately or as soon as possible following the incident. They will give a full and accurate account of details leading to the incident and of the incident itself.

The employee will cooperate with the Manager's investigation into the incident including provision of written witness testimony where appropriate.

9. MONITORING AND REVIEWING

The Partnership Director will provide relevant information on incidents to the Performance and Audit Committee at appropriate intervals. The Performance and Audit Committee will consider information provided on incidents to identify trends and possible improvements to systems of work and risk assessments.

The Partnership Director will review this policy annually, in conjunction with the Performance and Audit Committee, taking into consideration legislative amendments and best practice advice.

Appendix 1: Incident Report Form

INCIDENT REPORT FORM

SECTION 1 DEPARTMENT/SECTION:	PREMISES/LOCATION OF ACCIDENT/INCIDENT:
SECTION 2 EMPLOYEE <input type="checkbox"/> - (go to Section 2a) OTHER <input type="checkbox"/> - (tick relevant box & go to section 2b) SERVICE USER <input type="checkbox"/> MEMBER OF PUBLIC <input type="checkbox"/> CONTRACTOR <input type="checkbox"/>	
SECTION 2a NAME: _____ D.O.B _____ Employee No. _____ Telephone No. _____ JOB TITLE _____ PLACE OF WORK _____	SECTION 2b NAME: _____ D.O.B _____ HOME ADDRESS _____ Telephone No. _____
SECTION 3- DATE & TIME OF ACCIDENT:	
TYPE OF ACCIDENT: Please tick below as appropriate ACCIDENT <input type="checkbox"/> INCIDENT <input type="checkbox"/> NEAR MISS <input type="checkbox"/> DANGEROUS OCCURRENCE <input type="checkbox"/> VIOLENCE:- <input type="checkbox"/> Physical <input type="checkbox"/> i.e. throwing object <input type="checkbox"/> use of weapon <input type="checkbox"/> Verbal <input type="checkbox"/> i.e. posturing <input type="checkbox"/> harassment : sexual <input type="checkbox"/> racial <input type="checkbox"/> disability <input type="checkbox"/> religion <input type="checkbox"/> Both <input type="checkbox"/> Other <input type="checkbox"/> please specify	
SECTION 3a - DESCRIPTION OF ACCIDENT/INCIDENT <i>Were there any witnesses? Yes/No- if yes see Section 8</i>	
DESCRIPTION OF INJURY: (If appropriate)	
DETAILS OF NAME OF FIRST AIDER AND ANY FIRST AID TREATMENT OR ADVICE/SUPPORT GIVEN: (If appropriate)	
SECTION 3b – to be completed by person involved in Accident/Incident. SEStran will process this data for recording and monitoring purposes in relation to the Health & Safety Policy and Procedures. In order to comply with relevant legislation SEStran may have to disclose details of this incident to the HSE. I confirm that the details on this form are correct and that I am the person/guardian/parent of the person involved in the accident/incident as described. <i>Please circle as appropriate</i>	
Printed Name: Signed Date	

Section 4 - MANAGER'S INVESTIGATION DETAILS (Note: *Line Manager to complete this section*- Please attach copies of sketches, photographs and/or relevant documents to support your investigation. Witness statement(s) should also be included if applicable – see Section 8 – separate copies to be completed for each witness.

EXACT LOCATION OF ACCIDENT/ INCIDENT

CAUSE OF ACCIDENT/ INCIDENT

IMMEDIATE ACTION TAKEN TO PREVENT RECURRENCE OF ACCIDENT/INCIDENT (If appropriate)

WAS DEBRIEFING RECEIVED? YES NO IF YES WAS IT: EMPLOYEE SERVICE USER BOTH GIVE DETAILS

PROPOSED FURTHER ACTION TO PREVENT RECURRENCE OF INCIDENT (If appropriate)

Printed Name: SignedLine/Unit Manager Date

SERIOUS INCIDENT – PARTNERSHIP DIRECTOR COMMENTS

Printed Name: SignedPartnership Director Date

SECTION 5 – ABSENCE DETAILS AS A RESULT OF INCIDENT

WAS TIME TAKEN OFF WORK? YES NO

WAS TIME TAKEN OFF* MORE THAN 7 DAYS? YES NO If YES go to Section 6

* This includes any work related injury that prevents an employee being unable to perform their normal duties for more than seven days (not counting the day of the accident) whether absent or not,.

SECTION 6 - REPORT TO HSE

The following must be reported to the HSE:

Specified Injury	Includes any fracture (other than fingers, thumbs or toes), amputation, dislocation, permanent loss or reduction of sight, serious burns, scalpings requiring hospital treatment, unconsciousness caused by head injury or injuries from working in enclosed space. Any work related injury that prevents an employee being unable to perform their normal duties for more than seven days.
Member of Public or Visitor	Work related injury to a member of the public which requires them to be taken from the place of the incident to a hospital for treatment
Occupational Disease	Specified conditions due to physical agents or demands of work, exposure to substances or infections due to biological agents.
Dangerous Occurrence	There are 27 categories of dangerous occurrences that are relevant to many workplaces. For more information refer to Schedule 2 of RIDDOR available at: http://www.legislation.gov.uk/uksi/2013/1471/schedule/2/made

A printed copy of the RIDDOR report should be attached to this form.

SECTION 7**COSTS ASSOCIATED WITH ACCIDENT/INCIDENT****DIRECT COSTS**

INJURED PERSON

Lost Time = (hours)

Days Lost = (days)

GRADE

ANCILLARY PERSONS

FIRST AIDER

Lost Time = (hours)

WITNESS

Lost Time = (hours)

SUPERVISOR

Lost Time = (hours) (hours)

MANAGER

Lost Time = (hours)

OTHERS (please specify)

Lost Time =

DAMAGED EQUIPMENT

(Repair costs or replacement costs) £

e.g. damaged clothes, replacement staff etc. £

£

INDIRECT COSTS**TOTAL COSTS**

Section 8 - WITNESS STATEMENT(S) – WITNESS REPORT OF ACCIDENT/INCIDENT

N.B. If more than one witness statement, please photocopy this page and attach it to the form.

DID YOU WITNESS THE ACTUAL ACCIDENT/INCIDENT TAKING PLACE? YES NO
DID YOU ATTEND THE SCENE AFTER THE ACCIDENT/INCIDENT TOOK PLACE? YES NO
ARE YOU AN EMPLOYEE? YES NO

NAME OF WITNESS _____ Address/ or place of work _____

Telephone number: _____

WITNESS STATEMENT:

Witness:

Printed Name: Signed Date

SEStran will process this data for recording and monitoring purposes in relation to our Health & Safety Policy and Procedures. In order to comply with Health & Safety Legislation, SEStran may have to disclose details of this incident to the HSE.

Section 9 – Ethnicity of person/s involved in accident/incident

Please note: This section should be fully completed by the individual involved in the accident/incident in order to satisfy the requirements of SEStran to report on statistics in connection with the Race Relations (Amendment) Act 2000 and all information will be treated as strictly confidential

A. WHITE

- Scottish
- English
- Welsh
- Irish
- Northern Irish
- Any other

White background, please write in

B. MIXED

- Any Mixed background, please write in

C. ASIAN, ASIAN SCOTTISH, ASIAN ENGLISH, ASIAN WELSH OR OTHER ASIAN BRITISH

- Indian
- Pakistani
- Bangladeshi
- Chinese
- Any other Asian background, please write in

D. BLACK, BLACK SCOTTISH, BLACK ENGLISH, BLACK WELSH OR OTHER BLACK BRITISH

- Caribbean
- African
- Any other Black background, please write in

E OTHER ETHNIC BACKGROUND

Any other background, please write in

STATEMENT OF CONDITIONS OF EMPLOYMENT - PARTNERSHIP DIRECTOR

From: SESTRAN (the Employer)

To: **NAME** (the Employee)

This Statement sets out the particulars of the terms and conditions of your employment as at **DATE**, which are required to be given to you under the Employment Rights Act 1996.

1. Service dates

- 1.1 Your period of continuous service for statutory employment rights dates from **DATE** (SESTRAN start date).
- 1.2 Your period of continuous service for the purpose of calculating entitlement to redundancy payments and conditions of service (such as annual leave, sickness entitlement and notice) dates from **DATE** (which recognises previous local authority continuous service).

2. Job Title and Duties

You will be employed as **Partnership Director**.

Your duties shall be those usually inferred from the above job title, as summarised by the job description for the post, and/or such other duties as SESTRAN may from time to time reasonably require in order to meet the needs of its business. Because of the evolving nature and changing demands of our business, you must understand that any job description will serve only as a guide to the duties you will be expected to undertake and will be subject to review in consultation with you.

3. Place of Work

Your employment will be based at SESTRAN's premises situated at: Area 3D (Bridge), Victoria Quay, EDINBURGH EH6 6QQ, and such other place or places within the United Kingdom as SESTRAN may require to meet the needs of its business.

4. Remuneration

- 4.1 You will be paid salary of **£SALARY** per annum by direct credit monthly in arrears to your nominated bank account. Annual inflationary increases will be based on those agreed by the Scottish Joint Council for Local Government Employees.
- 4.2 SESTRAN has the right to deduct from your salary any sums which you may owe SESTRAN including, without limitation, any overpayments or loans made to you by SESTRAN.

5 Expenses

SESTRAN shall reimburse to you the full amounts of all travel, accommodation and other expenses which you reasonably and properly incur on the business of SESTRAN, subject to your complying with such procedures for prior approval of expenses and vouching of receipts as SESTRAN may lay down from time to time.

6 Normal Hours of Work

The basic working week is 37 hours per week, however you will be required to work the hours required to fulfil the duties and responsibilities attached to the position.

7 Annual Leave/Public Holidays

7.1 The following public holidays are recognised:

- New Year's day
- Public Holiday after New Year's day
- Christmas Day
- Boxing Day

The entitlement to the public holidays, as expressed above, applies to five full day working patterns. For alternative working patterns pro rata leave entitlements will be calculated as follows:

Number of days leave for employees working fixed hours each day =

Full-time public holiday entitlement in days x $\frac{\text{number of days working per week}}{5}$

Number of hours leave for employees working variable working hours per day =

Full-time public holiday entitlement (days) x $\frac{\text{full-time PH entitlement (days)} \times \text{full-time hours in days}}{\text{hours worked by full-time employee per week}}$

7.2 The Annual Leave Year runs from 1 January to 31 December in each year. Annual leave entitlement may only be taken in the leave year in respect of which it is due, except with SESTRAN's consent.

7.3 Annual leave entitlement is based on completed years of service with SESTRAN at the beginning of the leave year as detailed below (continuous local authority service will be taken into account in calculation of annual leave):

Continuous Service	Annual Leave
Less than 5 years	30

More than 5 years	35
-------------------	----

The entitlement to the public holidays, as expressed above, applies to five full day working patterns. For alternative working patterns pro rata leave entitlements will be calculated as noted above.

The Partnership Director has the discretion to close the office for operational reasons, for example, between Christmas and New Year, in which case you will be required to take annual leave for the days in question.

7.4 Your annual paid holiday entitlement is **XXX days**, or a proportionately smaller number of days for any annual leave year when you are not employed by SESTRAN for the full year.

7.47.5 The calculation of a day's holiday pay is annual salary/260. This will give you a daily rate for annual leave.

Formatted: Indent: Left: 1.27 cm, No bullets or numbering

7.57.6 Holidays are to be taken at times which are convenient to SESTRAN and which have been previously agreed.

7.67.7 Upon termination of your employment you will be required to repay to SESTRAN salary received for holidays taken in excess of your entitlement and be entitled to salary in lieu of any unused holiday entitlement.

8 Sickness

8.1 Sickness entitlement is based on completed years of service with SESTRAN as detailed below (continuous local authority service will be taken into account in calculation of sickness entitlement):

Continuous Service at Commencement of absence from duty	Full Allowance for a maximum period of:	Half Allowance or a further maximum period of:
Less than 1 year	5 weeks	5 weeks
1 year but less than 2 years	9 weeks	9 weeks
2 years but less than 3 years	18 weeks	18 weeks
3 years but less than 5 years	22 weeks	22 weeks
5 years and over	26 weeks	26 weeks

The above limits apply in respect both of the amount of sick pay to which you are entitled in any one year (1 January to 31 December) and also the amount of sick pay to which you are entitled for any one absence.

8.2 During all sickness absences the following procedure must be followed:

- 8.2.1 On the first day of sickness you must inform the Business Manager by telephone of the reason for your absence and your anticipated return date.
- 8.2.2 If the absence continues keep the Business Manager informed, for example, if you suggested you might be off for 2 days, and on the third day you are still unfit then you should call.
- 8.2.3 If the sickness continues for more than three days you must phone in on the fourth day.
- 8.2.4 A self-certification form will be issued to you on the fourth day of absence which should be completed and returned as quickly as possible.
- 8.2.5 If the absence is for eight working days or more you must provide SESTRAN with a medical certificate for all days absent from then onwards. You must also maintain contact with your line manager during your absence.

Commented [j1]: Would it be business manager for this post?

SESTRAN may investigate your illness and may require you to attend a medical examination by SESTRAN's doctors or to produce evidence of your condition. Failure to comply with such requests may be considered as a disciplinary matter.

9 Collective Agreements

Your terms and conditions are not governed by any collective agreements.

10 Pension Benefits

10.1 SEStran employees are eligible for membership of the Local Government Pension Scheme, as administered by the Lothian Pension Fund. The Scheme is a Career Average Salary Scheme, which provides high quality inflation proofed benefits. It is fully approved by the Inland Revenue and further information on the Lothian Pension Fund can be obtained at: <http://www.lpf.org.uk/>

Under the rules of the Scheme, you will become a member automatically, unless you complete an opt out form or write to Lothian Pension Fund, Atria One, 144 Morrison Street, Edinburgh, EH3 8EX, confirming that you do not wish to join the Scheme.

11 Notice of Termination

11.1 Notice from Employer - The period of notice to which you are entitled from SESTRAN to terminate your employment is **12 weeks**.

Commented [j2]: This is very generous, you could amend to the para below but it is a change to t&c

The minimum period of notice to be given by the SESTRAN to an employee to terminate employment is:

Continuous Service	Period of notice
Up to 1 month	Nil
1 month but less than 2 years	1 week
2 years or more	1 week for every year of employment up to a maximum of 12 weeks

SESTRAN reserves the right to pay salary (at the rate payable under Clause 4.1 above) in lieu of notice.

11.2 Notice from Employee - **12 weeks** notice of termination of employment is required.

12 Disciplinary Procedure

A copy of the Disciplinary Procedure can be obtained from the SESTRAN Business Manager. This details the disciplinary procedures applicable to your employment, including the process for appealing if you are dissatisfied with the outcome of any disciplinary decision relating to you.

13 Grievance

If you have a grievance regarding your employment at any time, you should bring this to the attention of your line manager. If this approach does not resolve the matter, further stages, including appeal, are detailed in SESTRAN's Grievance Policy & Procedures which can be obtained from the SESTRAN Business Manager.

Commented [JG3]: Needs to be referred to the Chair in the first instance

14 Equal Opportunities/Dignity at Work

SESTRAN is committed to providing equality of opportunity in employment and to avoiding unlawful discrimination in employment and against customers. There is a commitment to creating a work environment free of harassment and bullying, where everyone is treated with dignity and respect. You are expected to comply with SESTRAN's Equal Opportunities-Dignity at Work Policy at all times. A copy of the policy is available from the SESTRAN Business Manager.

15 Other Employment

You will not engage in any other business or private practice or any other appointment or commission (whether within or outwith normal working hours) without SESTRAN's prior written consent.

16 Maternity, Adoption, Parental and Carer's Leave

You are entitled to the statutory rights in respect of maternity leave, adoption leave, parental leave and time off to care for dependants, in accordance with current employment legislation.

17 Confidentiality

17.1 You may not disclose any trade secrets or other information of a confidential nature relating to SESTRAN or their business, or in respect of which SESTRAN owes an obligation of confidence to any third party, during or after your employment except in the proper course of your employment or as required by law.

17.2 With regard to any documents, tangible items or re-usable material which belong to SESTRAN of which contain any confidential information

17.2.1 you must not remove any or all of them from SESTRAN's premises at any time without advance authorisation;

17.2.2 you must return any or all of them which are in your possession or under your control to SESTRAN upon request and, in any event, upon the termination of your employment; and

17.2.3 if requested by SESTRAN, you must destroy or delete any or all of them which are in your possession or under your control.

~~18 Normal Retirement Age~~

~~SESTRAN's normal retirement age is 65 years. You can make a request to work beyond this age by writing to the Chair.~~

19 Changes to Your Terms of Employment

SESTRAN reserves the right to make reasonable changes to any of these terms and conditions of employment. You will be advised of new policies and procedures developed which impact on these conditions.

20 Data Protection Statement

In relation to the Data Protection Act 2018 and General Data Protection Regulations (GDPR), you agree to the processing of personal data by SESTRAN for the purposes of calculating your remuneration and maintaining records on attendance, health, discipline and grievances such as are necessary for the performance of your contract. [A copy of SEStran's Privacy Notice can be viewed here: https://www.sestran.gov.uk/wp-content/uploads/2018/05/2018-SEStran-GDPR-Privacy-Notice-v1.0.pdf](https://www.sestran.gov.uk/wp-content/uploads/2018/05/2018-SEStran-GDPR-Privacy-Notice-v1.0.pdf) ~~You would want to refer to your privacy notice here.~~

Formatted: Indent: Left: 0 cm

21 Acceptance

Please sign and return the attached copy statement to indicate your acceptance of its terms. If you have any questions about the meaning of any clause, please do not hesitate to ask your line manager.

Signed by:

CHAIR

(for and on behalf of the SESTRAN)

Accepted and agreed by:

Employee

Date:



Formatted: Right

STATEMENT OF CONDITIONS OF EMPLOYMENT - EMPLOYEES OTHER THAN PARTNERSHIP DIRECTOR

From: SESTRAN (the Employer)

To: **NAME** (the Employee)

This Statement sets out the particulars of the terms and conditions of your employment as at **DATE**, which are required to be given to you under the Employment Rights Act 1996.

1. Service dates

- 1.1 Your period of continuous service for statutory employment rights dates from **DATE** (SESTRAN start date).
- 1.2 Your period of continuous service for the purpose of calculating entitlement to redundancy payments and conditions of service (such as annual leave, sickness entitlement and notice) dates from **DATE** (which recognises previous local authority continuous service).
- 1.3 * **This is a temporary appointment which ends on DATE**
(*delete if permanent post)

2. Job Title and Duties

You will be employed as **JOB TITLE**.

Your duties shall be those usually inferred from the above job title, as summarised by the job description for the post, and/or such other duties as SESTRAN may from time to time reasonably require in order to meet the needs of its business. Because of the evolving nature and changing demands of our business, you must understand that any job description will serve only as a guide to the duties you will be expected to undertake and will be subject to review in consultation with you.

3. Place of Work

Your employment will be based at SESTRAN's premises situated at: Area 3D (Bridge), Victoria Quay, EDINBURGH EH6 6QQ, and such other place or places within the United Kingdom as SESTRAN may require to meet the needs of its business.

4. Remuneration

- 4.1 You will be paid salary of **£SALARY** per annum by direct credit monthly in arrears to your nominated bank account. Annual inflationary increases will be based on those agreed by the Scottish Joint Council for Local Government Employees.

4.2 SESTRAN has the right to deduct from your salary any sums which you may owe SESTRAN including, without limitation, any overpayments or loans made to you by SESTRAN.

5 Expenses

SESTRAN shall reimburse to you the full amounts of all travel, accommodation and other expenses which you reasonably and properly incur on the business of SESTRAN, subject to your complying with such procedures for prior approval of expenses and vouching of receipts as SESTRAN may lay down from time to time.

6 Normal Hours of Work

Your normal hours of work are 37 hours per week to be worked between the standard office hours of 7am to 8.7pm, subject to the exigencies of the service, with such breaks as agreed and as required to meet the needs of SESTRAN's business.

7 Annual Leave/Public Holidays

7.1 The following public holidays are recognised:

New Year's day
Public Holiday after New Year's day
Christmas Day
Boxing Day

The entitlement to the public holidays, as expressed above, applies to five full day working patterns. For alternative working patterns pro rata leave entitlements will be calculated as follows:

Number of days leave for employees working fixed hours each day =

Full-time public holiday entitlement in days x $\frac{\text{number of days working per week}}{5}$

Number of hours leave for employees working variable working hours per day =

Full-time public holiday entitlement (days) x $\frac{\text{full-time PH entitlement (days)} \times \text{full-time hours in days}}{\text{hours worked by full-time employee per week}}$

7.2 The Annual Leave Year runs from 1 January to 31 December in each year. Annual leave entitlement may only be taken in the leave year in respect of which it is due, except with SESTRAN's consent.

7.3 Annual leave entitlement is based on completed years of service with SESTRAN at the beginning of the leave year as detailed below (continuous local authority service will be taken into account in calculation of annual leave):

Continuous Service	Annual Leave
Less than 5 years	30
More than 5 years	35

The entitlement to the public holidays, as expressed above, applies to five full day working patterns. For alternative working patterns pro rata leave entitlements will be calculated as noted above.

The Partnership Director has the discretion to close the office for operational reasons, for example, between Christmas and New Year, in which case you will be required to take annual leave for the days in question.

7.4 Your annual paid holiday entitlement is **XXX days**, or a proportionately smaller number of days for any annual leave year when you are not employed by SESTRAN for the full year.

7.4.7.5 The calculation of a day's holiday pay is annual salary/260. This will give you a daily rate for annual leave.

7.5.7.6 Holidays are to be taken at times which are convenient to SESTRAN and which have been previously agreed.

7.7 Upon termination of your employment you will be required to repay to SESTRAN salary received for holidays taken in excess of your entitlement and be entitled to salary in lieu of any unused holiday entitlement.

7.6

Formatted: Indent: Left: 2.54 cm, No bullets or numbering

Formatted: Font: 12 pt

Formatted: Body Text Indent 2, Justified, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.27 cm + Tab after: 2.54 cm + Indent at: 2.54 cm

Formatted: Font: Arial, 12 pt

Formatted: Indent: Left: 2.54 cm, No bullets or numbering

8 Sickness

8.1 Sickness entitlement is based on completed years of service with SESTRAN as detailed below (continuous local authority service will be taken into account in calculation of sickness entitlement):

Continuous Service at Commencement of absence from duty	Full Allowance for a maximum period of:	Half Allowance or a further maximum period of:
Less than 1 year	5 weeks	5 weeks
1 year but less than 2 years	9 weeks	9 weeks
2 years but less than 3 years	18 weeks	18 weeks
3 years but less than 5 years	22 weeks	22 weeks
5 years and over	26 weeks	26 weeks

The above limits apply in respect both of the amount of sick pay to which you are entitled in any one year (1 January to 31 December) and also the amount of sick pay to which you are entitled for any one absence.

8.2 During all sickness absences the following procedure must be followed:

- 8.2.1 On the first day of sickness you must inform your line manager, or in their absence the [PA/OfficeBusiness](#) Manager, by telephone of the reason for your absence and your anticipated return date.
- 8.2.2 If the absence continues keep your line manager informed, for example, if you suggested you might be off for 2 days, and on the third day you are still unfit then you should call.
- 8.2.3 If the sickness continues for more than three days you must phone in on the fourth day.
- 8.2.4 A self-certification form will be issued to you on the fourth day of absence which should be completed and returned as quickly as possible.
- 8.2.5 If the absence is for eight working days or more you must provide SESTRAN with a medical certificate for all days absent from then onwards. You must also maintain contact with your line manager during your absence.

SESTRAN may investigate your illness and may require you to attend a medical examination by SESTRAN's doctors or to produce evidence of your condition. Failure to comply with such requests may be considered as a disciplinary matter.

9 Collective Agreements

Your terms and conditions are not governed by any collective agreements.

10 Pension Benefits

10.1 SEStran employees are eligible for membership of the Local Government Pension Scheme, as administered by the Lothian Pension Fund. The Scheme is a Career Average Salary Scheme, which provides high quality inflation proofed benefits. It is fully approved by the Inland Revenue and further information on the Lothian Pension Fund can be obtained at: <http://www.lpf.org.uk/>

Under the rules of the Scheme, you will become a member automatically, unless you complete an opt out form or write to Lothian Pension Fund, Atria One, 144 Morrison Street, Edinburgh, EH3 8EX, confirming that you do not wish to join the Scheme.

11 Notice of Termination

11.1 Notice from Employer - The period of notice to which you are entitled from SESTRAN to terminate your employment is based on your length of continuous service is summarised as follows:

Service

Less than one month	nil
Less than four years (but at least one month)	4 week's notice
At least four years	one week for each completed year of service, to a maximum of 12 weeks

SESTRAN reserves the right to pay salary (at the rate payable under Clause 4.1 above) in lieu of notice.

11.2 * Notice from employee - ~~Programme Officer/Strategy Officer~~s Salary grade ~~1 or above~~: You will be required to give 8 weeks notice on termination of employment.

*** All other employees: You will be required to give 4 weeks notice on termination of employment.**

(*Amend as appropriate)

12 Disciplinary Procedure

A copy of the Disciplinary Procedure can be obtained from the SESTRAN [PA/OfficeBusiness](#) Manager or from your line manager. This details the disciplinary procedures applicable to your employment, including the process for appealing if you are dissatisfied with the outcome of any disciplinary decision relating to you.

13 Grievance

If you have a grievance regarding your employment at any time, you should bring this to the attention of your line manager. If this approach does not resolve the matter, further stages, including appeal, are detailed in SESTRAN's Grievance Policy & Procedures which can be obtained from the SESTRAN [PA/OfficeBusiness](#) Manager or from your line manager.

14 Equal Opportunities/Dignity at Work

SESTRAN is committed to providing equality of opportunity in employment and to avoiding unlawful discrimination in employment and against customers. There is a commitment to creating a work environment free of harassment and bullying, where everyone is treated with dignity and respect. You are expected to comply with SESTRAN's Equal Opportunities-Dignity at Work Policy at all times. A copy of the policy is available from the SESTRAN [PA/OfficeBusiness](#) Manager or from your line manager-

Formatted: Normal, Space Before: Auto, After: Auto

15 Other Employment

You will not engage in any other business or private practice or any other appointment or commission (whether within or outwith normal working hours) without SESTRAN's prior written consent.

16 Maternity, Adoption, Parental and Carer's Leave

You are entitled to the statutory rights in respect of maternity leave, adoption leave, parental leave and time off to care for dependants, in accordance with current employment legislation.

16 Confidentiality

16.1 You may not disclose any trade secrets or other information of a confidential nature relating to SESTRAN or their business, or in respect of which SESTRAN owes an obligation of confidence to any third party, during or after your employment except in the proper course of your employment or as required by law.

16.2 With regard to any documents, tangible items or re-usable material which belong to SESTRAN of which contain any confidential information

16.2.1 you must not remove any or all of them from SESTRAN's premises at any time without advance authorisation;

16.2.2 you must return any or all of them which are in your possession or under your control to SESTRAN upon request and, in any event, upon the termination of your employment; and

16.2.3 if requested by SESTRAN, you must destroy or delete any or all of them which are in your possession or under your control.

~~17 Normal Retirement Age~~

~~SESTRAN's normal retirement age is 65 years. You can make a request to work beyond this age by writing to the Partnership Director.~~

~~17~~ Changes to Your Terms of Employment

SESTRAN reserves the right to make reasonable changes to any of these terms and conditions of employment. You will be advised of new policies and procedures developed which impact on these conditions.

~~18~~ Data Protection Statement

In relation to the Data Protection Act 1998 and General Data Protection Regulations (GDPR), you agree to the processing of personal data by SESTRAN for the purposes of calculating your remuneration and maintaining records on attendance, health, discipline and grievances such as are necessary for the performance of your contract. A copy of SEStran's Privacy Notice can be found here: <https://www.sestran.gov.uk/wp-content/uploads/2018/05/2018-SEStran-GDPR-Privacy-Notice-v1.0.pdf>

Commented [j1]: Add reference to privacy notice.

20 Acceptance

Please sign and return the attached copy statement to indicate your acceptance of its terms. If you have any questions about the meaning of any clause, please do not hesitate to ask your line manager.

Signed by:

Partnership Director

(for and on behalf of the SESTRAN)

Accepted and agreed by:

Employee

Date:



TRAVEL & SUBSISTENCE POLICY

DOCUMENT VERSION CONTROL

Date	Author	Version	Status	Reason for Change
	SEStran	1.0	FINAL	Policy Adopted
Oct 2017	SEStran	1.1	FINAL	Adoption of version control
March 2019	SEStran	1.2	FINAL	Minor Amendment to rail travel options

POLICY STATEMENT

The purpose of this policy is to set out the procedures relating to official travel and the entitlement to travel and subsistence (T&S) claims.

The provisions of this policy are designed to ensure that best value for money is achieved. The policy identifies the most appropriate arrangements for T&S costs.

In addition to the above, SEStran also has an obligation under Section 44 of the Climate Change (Scotland) Act 2009 to act:

- In a way best calculated to contribute to the delivery of the Act's emissions reduction targets;
- In a way best calculated to deliver any statutory adaptation programme, and
- In a way that it considers most sustainable

Adherence to the guidance within this procedure will ensure that business travel arrangements are safe, cost effective and compliant with SEStran's environmental and legal obligations.

SCOPE

This policy applies to all employees of SEStran, any consultants employed by SEStran and all Members/Observers of the SEStran Partnership Board while engaged on SEStran business. SEStran is committed to delivering best value and encouraging greener travel and as such this policy endorses the following objectives:

- To reduce the need to travel
- To increase awareness among staff of travel choices and their implications
- To encourage the use of sustainable forms of transport on official business

RESPONSIBILITIES

It is important that employees, Members and other personnel are aware of their individual responsibilities to ensure the policy is adhered to.

- Use the Business Travel Hierarchy as below
- Ensure that personal vehicles are insured for business use and have current MOT certificates (if applicable);
- Ensure that all subsistence claim forms are completed in accordance with the guidance provided within this policy.

Line Managers

- Ensure that only essential travel is undertaken and that alternative options and forward planning are used to achieve best value
- Ensure that all subsistence claim forms are completed in accordance with the guidance outlined within this document before providing authorisation.

BUSINESS TRAVEL HIERARCHY

When employees, Members and other personnel are required to travel for official purposes (official meetings, seminars or workshops, training courses) they must consider the business travel hierarchy as laid out below. This hierarchy considers both environmental and economic impact.

1. Is there a need for travel – can a telephone call, video conference or email deliver the same outcome
2. Walking/Cycling – These are the healthiest, most sustainable and lowest cost travel options, however only viable for journeys over a short distance.
3. Bus/Rail – Public Transport provides an alternative to car-based business travel. Benefits include lower CO2 emissions and increased efficiency allowing for the ability to work while travelling.
4. Taxi/Private Car – It is recognised that sometimes this may be the most time-efficient mode of transport however this results in congestion and high carbon emissions. If this mode of transport is used multi-occupancy trips should be encouraged where possible.
5. Air Travel – This method of transport may be more efficient in terms of cost and travel time however it does result in the highest CO2 emissions and should be the last option considered for domestic travel.

TRAVEL PLANNING

Travel arrangements should be planned to keep the total expense to the minimum taking account of business needs and efficiency. As walking/cycling are only viable for journeys over a short distance, public transport should be considered the preferred mode of business travel for most journeys unless it significantly increases door-to-door travel time. Travel should be booked as far in advance as possible to ensure the best available priced ticket. It is recognised that public transport will not be a practical option for all employees/Members. In these cases, it is acceptable to consider alternative travel options instead. Those with travel concession passes should use these where possible to reduce the cost of travel.

Rail

Rail travel should be restricted to specific train times to allow staff to purchase lower cost 'advance' tickets. Flexible tickets should only be purchased when those travelling cannot be sure of when their meeting/event will end. First class travel may be permitted when a staff member has a discounted rail card and/or is travelling long distance, or the overall cost of the first-class ticket represents value for money when factoring cost of subsistence. Authorisation of the Partnership Director will be required.

SEStran will purchase railcards on behalf of employees or Members who travel regularly on SEStran business, if the purchased railcard can be used to reduce the cost of their business travel.

Personal Vehicle

For round trips a personal vehicle can be used at the discretion of the employee and authorising officer if it represents the most efficient option in terms of travelling time and/or no alternative method of undertaking the journey is practical. The vehicle must have an up to date MOT certificate and insurance to cover business travel. Mileage will only be paid for approved business journeys. The vehicle's odometer should be used to determine the journey distance. Online route planning websites such as Google Maps can assist in providing mileage if required. Mileage will be claimed at the below rates:

Miles Claimed	Rate Per Mile
0 – 10,000	45p
10,000 +	25p

Air Travel

This method of transport may be more efficient in terms of cost and travel time however it does result in the highest CO2 emissions and this should be taken in to consideration when arranging travel. All fares booked will be the lowest cost economy class ticket that satisfies travel requirements. Availability of lower cost air fares is generally greater when reservations are made significantly in advance of travel, although the optimal advance booking time will vary for each destination. Employees and Members should therefore request travel bookings as far in advance as possible.

SUBSISTENCE

Subsistence should not be claimed where SEStran, or any other body, provides a suitable meal free of charge.

SEStran will only reimburse subsistence expenses incurred by an employee if they meet the following qualifying conditions:

- The employee/Member is travelling on behalf of the SEStran in performance of their duties, in the case of attending Partnership Board meetings, Performance & Audit committee and any other pre-authorized activity.
- The employee/Member incurred a cost of a meal (food and drink) after starting the journey

Subsistence claims must be supported by receipts stapled securely to the form. Reimbursement of subsistence expenses will be limited to the benchmark rates provided by HM Revenues & Customs as detailed below:

Rate	Description	Value
Breakfast	Where an employee leaves home before 6am and has to buy a meal which they would normally had at home.	Up to £5.00
5 hour	Where an employee has been away from home for a period of at least 5 hours and has incurred the cost of a meal	Up to £5.00
10 hour	Where an employee has been away from home for a period of at least 10 hours and has incurred the cost of a meal or meals	Up to £10.00
Late evening	Where an employee has to work later than usual and has to buy a meal which they would normally have had at home	Up to £15.00

Only three 'rates' can be claimed in a 24-hour period. A meal is defined as a combination of food and drink. Exceptions to the above rates may be pre-agreed with the Partnership Director when employees/Members are travelling outwith the SEStran area e.g. attending a conference in London/Europe.

COMPLETING THE TRAVEL & SUBSISTENCE EXPENSES CLAIM FORM

Travelling and subsistence claims must be authorised by line managers for staff and Partnership Director for Board Members. Claims must be submitted for payment within 90 days of the expense being incurred or journey undertaken. Expense claims submitted outside of this 90-day limit will only be paid in exceptional circumstances. Claims will be paid a month in arrears.

STAFF PURCHASE CARDS

The above restrictions in terms of travel & subsistence also apply to any costs incurred on SEStran purchase cards. For further information on use of the purchase cards please refer to the SEStran purchase card rules and procedures.

REVIEW

This policy is designed to encourage a change in employee and Member business travel modes to be more financially efficient and to reduce the organisations CO2 emissions. This will be monitored through the following provisions:

- Carbon emissions will be reported under the Climate Change (Scotland) Act 2009 which requires SEStran to publish details of compliance with climate change duties.
- A report on Members' allowances will be published annually, under the SEStran financial regulations.

This document will be reviewed annually by SEStran.