
SCOTTISH
FUTURES
TRUST

EMPLOYEE HANDBOOK

Last updated: 30th April 2009

This handbook is intended for permanent employees of Scottish Futures Trust Limited (“the Company”). It provides a reference point for employment information and should be read in conjunction with your Written Particulars of Employment.

If you require further information about any of the subjects covered in this handbook, you should consult your manager.

Section 1 Term and Conditions of Employment

Section 2 Employment Benefits

Section 3 Employment Policy

Section 4 Fair Treatment of Employees

Section 1

Terms and Conditions of Employment

Your offer letter, together with the terms and conditions detailed in your Written Particulars and the information contained in this handbook provide the main details of your terms and conditions of employment and are correct at your date of commencing employment. You will be notified of any subsequent changes. Only items in sections one and two of this Handbook are deemed to be contractual unless specifically excluded from this provision.

1.1 Personal Information

Confidential personal records are held on the HR system and it is important that these records are kept up to date. Any changes in your personal details, such as change of address, marital status or bank account must be entered by you on the HR system.

Under the Data Protection Act 1998 you have the right of access to information held about yourself on our computers/Company records. You will have access to all computer held personal data relating to you on the HR system through the self service application. You will be given a personal id and password to access this system and you will be personally responsible for maintaining the accuracy of the personal data held on the system.

If you wish to access manual records you are requested to apply in writing to your manager.

1.2 Payment

The Company operates a monthly payment system with your salary being paid into your bank/building society account on the last working day of the month. This payment covers the month up to and including the last working day of the month of which payment is made.

The mechanism of payment may be varied from time to time.

1.3 Deductions from Pay

You must authorise all non-statutory deductions from your salary in writing.

On the termination of your employment with the Company for whatever reason, the Company may deduct from any final payments made to you any: (1) holiday pay paid to you which has not accrued but has been taken which is in excess of your holiday entitlement, (2) outstanding floats; and/or (3) IOUs; and may proportionally deduct relocation costs paid to you if you leave the Company within 24 months of your transfer.

If you do not notify your manager promptly of any absence, Company Sickness Benefit may be withheld. If you take unauthorised absence, the Company may withhold your salary for the period of the unauthorised leave.

1.4 Grading

With the exception of some trainee/development posts, all permanent positions are evaluated and assigned a grade by the Chief Executive.

Any questions regarding your grade or the process should be directed to your manager.

1.5 Hours of Work

Your normal hours of work are set out in your Written Particulars of Employment. From time to time it will be necessary to work beyond these hours.

1.6 Timekeeping

Good timekeeping is essential to the efficiency of the Company. Persistent lateness is regarded very seriously and may result in disciplinary action being taken.

1.9 Holidays

1.9.1 Annual Holidays

The Company's holiday year runs from 1 January to 31 December and all employees are entitled to 25 days leave during this period unless otherwise stated in their Written Particulars of Employment. Leave dates are subject to the approval of your manager. To facilitate staffing arrangements and to allow holidays to be taken as far as possible at preferred periods, you should inform your manager of intended dates as soon as possible.

All holidays must be taken during the leave year. In exceptional circumstances and due to business pressures, up to 5 days may be carried over into the following year. Prior management approval must be received.

Payment of holidays not taken is not permitted. The holiday year may be varied from time to time with appropriate arrangements being made to maintain the value of holiday entitlement.

New starts

If you commence employment part way through the holiday year you will be entitled, to a pro-rated holiday entitlement based on the number of complete calendar months worked. Your holiday entitlement will be calculated at 1/12th of your pro-rated entitlement to holidays for each complete month worked.

Leavers

If your employment is terminated for whatever reason and whether by you or by the Company during the course of a holiday year you will have your holidays calculated on a pro-rata basis to the number of complete months worked during the holiday year. Your entitlement will be calculated at 1/12th of your pro-rated entitlement to holidays for each complete month worked.

If your employment is terminated for whatever reason and whether by you or by the Company, and you have already taken more holidays in the calendar year of leaving than are available to you, you will have the value of the excess holidays deducted from your final salary or any other final payment.

Sickness Absence

Where you fall sick prior to proceeding on annual holiday, the holiday will be rescheduled and sickness absence will be substituted. However, where you become sick after proceeding on annual holiday, there is no entitlement to further holiday in lieu of the said period of sickness. The period of sickness must be formally certified.

1.9.2 Public Holidays

The Company grants nine public holidays in the calendar year. The fixed dates are 25th & 26th December, 1st & 2nd January. If these dates do not fall on normal working days then they will be rescheduled to the days immediately following Christmas and New Year.

The further 5 days public holiday can be taken as flexible days by arrangement with your manager.

If you commence or end employment with the Company part way through the holiday year the entitlement to these days will be dependent on your start/finish date. The days are nominated to fall as 1 day in each of the 5 months April – August inclusive. Therefore you need to complete all of the month to be entitled to the days leave arising from that month.

If you are required to work on a fixed public holiday (i.e. 25th/26th December or 1st/2nd January) you will receive an additional days' salary plus an alternative day off in lieu.

1.10 Absence

1.10.1 Sickness Absence

If you are unable to attend work due to ill health you must notify your manager as soon as possible and usually prior to your normal starting time.

The following information will be required to determine entitlement to Company Sickness Benefit and/or Statutory Sick Pay:

- i. Name
- ii. Date of first day of incapacity for work
- iii. Date of last day worked
- iv. Reason for absence
- v. Was absence due to an incident at work?
- vi. Is so, date of incident?
- vii. Expected date of return to work, if known.

If the period of absence lasts for eight days or more (including Saturday and/or Sunday) a Doctor's Certification must be obtained. This must arrive at your place of work no later than the ninth day of absence. Doctor's Certificates must cover the whole period of absence from the 8th day until return to work. On returning to work, a self-certification form must be completed. This will ensure that your normal salary is paid from the date of your return to work.

Failure to follow the sickness notification procedure may result in the absence being considered unauthorised and therefore leading to withdrawal of sick pay.

Unauthorised absence of any nature is regarded as an offence and may result in disciplinary action being taken against you.

1.10.2 Non-Sickness Absence

Where possible, employees should attend to personal matters in their own time, using annual holidays if necessary.

Paid leave of absence is, at all times, granted at the discretion of management.

Details of the types of situation which will give rise to time off include bereavement, public duty, jury service, etc.

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1.11 Notice Periods

The notice period you are entitled to is detailed in your written particulars of employment. Notice periods will apply in all situations except in cases of gross misconduct or where mutual agreement to terminate your employment occurs.

You will normally be required to work notice, however, where the Company decides that notice should not be worked, payment may be made in lieu of notice at the Company's discretion.

The Company shall have the right during the notice period, or any part thereof, to place you on garden leave. In such circumstances, you will not be required to attend for work or discharge any of your duties unless specifically requested to do so by your manager. During any such period, you will remain entitled to your basic salary and other benefits (excluding any performance incentive), and you remain bound by your contractual and non-contractual obligations to the Company, including duties of good faith, fidelity, exclusive service and confidentiality. However, any entitlement to pay and benefits will cease immediately should you take up any other work prior to the expiry of the notice period.

If placed on leave in accordance with the above provision, you will be required to return all items of company property, including laptop, mobile phone and access passes/keys.

1.12 Code of Business Conduct

You are required to fully observe the seven principles of public life as set out in Nolan Committee '1st Report on Standards in Public Life'. (www.public-standards.org.uk)

The Company's code of conduct requires you to protect the legitimate interests of the Company and its employees and to avoid situations where you, by placing Company interests in jeopardy, breach the contract of employment.

It is a condition of employment, that in the course of your employment, you put the interests of the Company (and in certain circumstances its stakeholders) above your own private interests.

It is an implied condition of employment that you work honestly, faithfully and loyally for the Company.

You must maintain the strictest secrecy with regard to the affairs of the Company and its stakeholders.

1.13 Medicals

Before joining the Company you may be required to undergo a medical assessment, and you may also be required to undergo a medical examination during the course of your employment, particularly after a lengthy illness.

1.14 Search

The Company reserves the right to search you and/or your property on Company premises.

Searches will be carried out strictly according to procedure on a random basis and on occasions when there are grounds for suspicion.

You will not be searched without your express agreement. Refusal to be searched will be recorded and is likely to bring about disciplinary action.

Personal search will be carried out by a person of the same sex.

1.15 Drug/Alcohol Testing

The Company reserves the right to require you to undergo a test for drug or alcohol consumption whilst at work. If your performance is impaired as a result of drug or alcohol consumption, regardless of when the consumption takes place, this will normally be managed through the disciplinary process.

Section 2 Employment Benefits

2.1 Salary

It is the Company's policy to maintain a competitive package to attract, reward and retain the best people.

Salaries are reviewed on a performance basis annually in April. Such a review should not be construed as a commitment on the Company's part to award an increase in salary.

2.2 Company Pension Schemes

You are eligible to join the Local Government Pension Scheme (LPGS) administered by the Lothian Pension.

A brief non contractual guide to the LPGS is provided as Annex A.

2.3 Sickness Benefit

You are eligible to receive Company Sickness Benefit based on the following table:

For service up to 3 years	-	up to 12 wks full pay in any 52 week period
For service between 3-5 years	-	up to 16 wks full pay in any 52 week period
For service over 5 years	-	up to 16 wks full pay and 10 weeks half pay in any 52 week period

Company Sickness Benefit is inclusive of any Statutory Sick Pay (SSP) or state benefit payable to you during your period of sickness absence.

You are entitled to retain all benefits received from the DWP or other State sources but such payments will be taken into account by the Company in calculating the amount of Company Sickness Benefit that is due to you from the Company. You cannot receive in any combination of SSP, State Benefits and Company Sickness Benefit a total amount in any week that would be in excess of the Company Sickness Benefit that would have been paid without these benefits. It is a requirement that you inform the Company of the level of any state benefit you receive.

If you are absent from work due to injury caused by a Third Party which is the subject of legal action, then any Company Sickness Benefit is considered to be a loan which will be repaid in the event of compensation being awarded for loss of earnings up to the level of that compensation for loss of earnings less any legal costs incurred.

Section 3

Employment Policy

The information contained in this Section 3 is non-contractual and the Company reserves the right to alter or withdraw it at any time.

3.1 Equal Opportunities

It is Company policy not to discriminate against any employee or external applicant on the grounds of gender, race, disability, marital status, nationality, religion or belief, sexual orientation, age or any other factor that is not relevant to the genuine requirements of the job.

The Company will endeavour to make full use of the talents and resources of its entire workforce.

The Company will not tolerate any acts or behaviour that might breach the above policy principles. Any complaints under the equal opportunities policy framework will be carefully investigated and any employees found to have breached the terms of this policy may be subject to disciplinary action.

3.2 Harassment in the Workplace

All employees have the right to be treated with dignity and respect whilst working for the Company. Harassment for any reason will not be condoned.

The aim of the Company's policy is to prevent harassment taking place where possible but also to deal with its effects.

All employees have a responsibility to comply with the policy and to treat other employees with dignity and respect. Failure to comply with this policy may lead to disciplinary action. In addition, cases of harassment may constitute gross misconduct.

3.3 Management Development

The purpose of Management Development is to provide the Company with the quality of management at all levels to fulfil tactical and strategic needs whilst providing a motivation to managers to develop their own careers and personal ambitions consistent with their level of ability.

It is accepted that any successful system for Management Development is dependent on each manager recognising that the responsibility for an individual's development is a mutual one between the Company and the employee.

You are entitled to an annual performance review interview which will include feedback on current performance, setting of future objectives, agreement on appropriate learning to meet required performance and any other issues relevant to your role.

In addition, you will have a regular opportunity to discuss future ambitions and aspirations with your manager. This career review will agree learning objectives and plans to ensure each manager can maximise your potential.

3.4 Part-Time Employees

Part-time employees are defined as those working less than the full-time hours of the work group in which they are employed.

The aim of the Company's policy on part-time employees is that Part-time employees should enjoy the same conditions of employment, where possible, as their full time colleagues, appropriately pro-rated.

3.5 Redundancy

The Company recognises that security of employment and continuity of employment is an important aim of management.

However, there will be occasions when jobs cease to exist and in such circumstances the Company will, in the first instance, endeavour to find suitable alternative employment for the employees concerned.

When redundancies are unavoidable, management reserves the right to select those employees who will be made redundant. Suitability for existing posts rather than length of service will normally be the criterion used.

The Company undertakes to give any potentially redundant employees as much warning as is practicable in the circumstances and such employees will be given formal notice as set out in their written particulars.

No employee will receive a redundancy payment less than the amount specified under the statutory redundancy scheme. The minimum entitlement for eligible employees regardless of length of service is 12 weeks normal salary.

Wherever possible, employees will be given as much notification of impending redundancy as is practical in the circumstances. Formal written notice will be given in accordance with the employee's employment contract.

3.6 Expenses

The Company provides reimbursement of expenses reasonably incurred in connection with your work. Except where more precise arrangements apply, the guiding principle in claiming reimbursement of any reasonable expenses incurred on the Company's behalf is that you should neither benefit nor suffer financially.

Guidelines have been established for reclaimable expenses covering public transport fares, overnight accommodation, meals and other incidental costs. You should discuss in advance with your manager any expenses likely to be incurred.

A claim for expenses form is obtainable from your manager, who has the authority for approving such expenses. Receipts with VAT Registration Numbers must accompany expenses claims, where appropriate.

3.7 IT Security Policy

All employees are responsible for using Company equipment and technology in an appropriate manner which is well managed and secure. You have a responsibility to comply with the policy outlined below, and a failure to comply will normally lead to disciplinary action, up to and including dismissal.

Important points to note:

- a) You are accountable for all actions carried out on the system with your user identification and password.
- b) You are responsible for the protection of your own password and it should not be written down or disclosed to others.
- c) When leaving your workstation unattended, lock your screen in order to maintain the confidentiality of all data and for security purposes.
- d) Employees are required to switch off their Company laptop when not in use away from the office to ensure that the data held on the laptop is protected through automatic data encryption.
- e) Virus protection software should not be disabled as viruses represent a significant threat to the Company.
- f) You must not store Company data on unencrypted media such as USB flash drives or CD/DVDs.
- g) Report security exposures and inappropriate use of computer systems immediately to your manager.
- h) Applications must not be copied onto a Company computer without prior consent from your manager. Users must not download or install unauthorised software, including patches, drivers, screensavers, wallpapers and games.
- i) IT assets are provided for business use and as a user, you agree that your actions while using the Company's assets can be monitored.
- j) All users of the Company's equipment are responsible for safeguarding it both in the office and outwith Company premises. For example, equipment should be protected, as far as practicable, from theft and items such as laptops must be locked away securely.
- k) Data security is of critical importance to the Company. The Company has implemented secure systems for data storage and remote access. You are required to familiarise yourself with these secure systems and utilise them appropriately.
- l) Loss of any piece of Company equipment or data must be reported immediately
- m) E-mail is provided for business related purposes. A reasonable approach should be taken for use of e-mail for personal use, and this should not interfere with job performance or disrupt the activities of the Company and its employees. E-mails sent and received may be subject to monitoring.
- n) Internet use is provided for business related purposes. A reasonable approach should be taken for use of the Internet for personal use, and this should not interfere with job performance or disrupt the activities of the Company and its employees. Sites such as those whose content is likely to involve pornography, racism or support for an illegal or offensive activity or otherwise be deemed by the Company to be inappropriate or bring the Company into disrepute, should not be accessed.
- o) The Company may monitor individual use of the Internet including access to specific sites. All Company property e.g. computer equipment, mobile phones etc must be returned directly to your manager either on or before your leaving date.

3.8 Maternity

The Company provides maternity leave and payments for employees with 26 weeks service at the 15th week prior to expected week of childbirth, which is significantly above the statutory requirement.

Female employees with less than the required service will be entitled to maternity leave in line with statutory guidelines; however, no Company maternity pay will be applicable.

Female employees with the required service are able to take up to a year off work and receive full pay for a period of six weeks and half pay for a further 33 weeks. They also continue to receive contractual benefits during their maternity leave.

It is important that employees who are pregnant inform their manager as soon as possible and in any case no less than 28 days before the anticipated date of leaving.

3.9 Paternity Leave

For all male employees who have 26 weeks service at the 15th week prior to expected week of childbirth there is an entitlement to up to 2 weeks paid leave of absence paid at full pay to assist in the early days of caring for a new baby. The first week of leave is at full pay and the second week at the statutory rate applicable at the time the leave is taken.

For all male employees who do not have the required service there is an entitlement to 3 days paid leave paid at full pay.

3.10 Health & Safety

It is the policy of the Company to comply with the letter and spirit of the provisions of the Health and Safety at Work Act 1974 and any other relevant legislation and to regard these provisions as minimum requirements.

All managers are responsible for the health and safety of their employees and are accountable for ensuring a safe place of work.

You are required to familiarise yourself, and to act in accordance, with any safety regulations concerning your job. Unauthorised usage of machines or vehicles is prohibited and it is a joint responsibility of management and employees to ensure that safe working conditions prevail at all times.

Safety hazards, defects and accidents must be reported immediately. Any incidents relating to driving offences or breaches of the traffic law, which occur in the course of Company business must be reported.

Section 4

Fair Treatment of Employees

The information contained in this Section 4 is non-contractual and the Company reserves the right to alter or withdraw it at any time.

4.1 Policy

It is the policy of the Company to ensure that employees are treated fairly at all times. All employees share responsibilities for upholding this principle

If you are experiencing difficulties in fulfilling the requirements of your job, you will receive feedback and counselling from your manager to help you resolve the situation. Your manager will also provide coaching as required to help them to maximise your potential.

If at any stage, you feel unhappy about any aspect of your work and conditions, you should discuss if first with your manager.

This Section details the following procedures:

4.2 Grievance Procedure

4.3 Disciplinary Procedure and Appeals Procedure

4.4 Managing Absence

4.2 Grievance Procedure

Step 1 Statement of grievance

The employee must set out the grievance in writing and send the statement or a copy of it to his/her manager.

Step 2 Meeting

The manager must invite the employee to attend a meeting to discuss the grievance. The meeting must not take place unless:

- i) The employee has informed the manager what the basis for the grievance was when they made the statement under Step 1; and
- ii) The manager has had a reasonable opportunity to consider their response to that information;

The employee must take all reasonable steps to attend the meeting. After the meeting, the manager must inform the employee of their decision as to their response to the grievance and notify them of the right of appeal against the decision if they are not satisfied with it.

The format of the Appeal meeting is described in the section 4.3 (Step 3 The Appeal)

Employees have the right to be accompanied at the meeting.

4.3 Disciplinary Procedure

Step 1 Statement of grounds for action and invitation to meeting

The manager must set out in writing the employee's alleged conduct or characteristics, or other circumstances, which lead them to contemplate dismissing or taking disciplinary action against the employee.

The manager must send the statement or a copy of it to the employee and invite the employee to attend a meeting to discuss the matter. The employee has the right to be accompanied at the meeting and should be notified in advance of this right.

Step 2 the meeting

The meeting must take place before action is taken, except in the case where the disciplinary action consists of suspension.

The meeting must not take place unless:

- i) the manager has informed the employee what the basis was for including in the statement under Step 1 the ground or grounds given in it; and
- ii) The employee has had a reasonable opportunity to consider their response to that information.

The employee must take all reasonable steps to attend the meeting.

After the meeting, the Company will inform the employee of its decision and notify them of the right to appeal against the decision if they are not satisfied with it.

The decision and right of appeal must be confirmed in writing.

Employees have the right to be accompanied at the meeting.

Step 3 Appeal

If the employee wishes to appeal either a disciplinary sanction or a grievance outcome, they must inform the Company.

If the employee informs the Company of their wish to appeal, the Company must invite them to attend a further meeting.

The employee must take all reasonable steps to attend the meeting.

[The appeal meeting need not take place before the dismissal or disciplinary action takes effect.]

Where reasonably practicable, the appeal should be dealt with by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting).

After the appeal meeting, the Company will inform the employee of its final decision. This will be confirmed in writing to the employee.

Employees have the right to be accompanied at the appeal meeting.

4.4 Absence Management

A pattern of absence, of whatever duration, must be managed with the emphasis on remedial action designed to restore attendance to an acceptable level. Return to work interviews will take place after every period of absence.

As reasons, durations, frequencies, patterns of absence, departmental needs and individual circumstances all differ it is not possible to identify optimum levels after which formal action, up to and including termination of contract, will be triggered. If your manager considers your attendance to be causing a detrimental impact on the performance of the department then the following steps may be taken:

- a) You may be counselled to discuss the level, pattern, frequency and duration of absence.
- b) A medical investigation may take place.
- c) You may be advised if a formal meeting is to be carried out.
- d) You may be accompanied by a colleague (as previously defined) at any meeting where a **formal** decision may be taken.
- e) Appropriate review periods may be set to monitor ongoing absence.
- f) You may use the Grievance Procedure, if you are dissatisfied with the outcome of any formal meeting.
- g) The right to appeal is available only if a formal decision to dismiss has been taken.

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Annex A

Pension Scheme – Summary of Benefits

Company employees are entitled to join the Local Government Pension Scheme (LPGS) administered by Lothian Pension Fund.

Information on the scheme can be found on its website: <http://www.lpf.org.uk/lpf/index.html>

Members will be issued with a Scheme Guide and notified of any changes made to the scheme from time to time. The Local Government Pension Scheme (LGPS) is a statutory, funded pension scheme. As such it is very secure because its benefits are defined and set out in law. The LGPS is contracted-out of the State Second Pension (S2P).

The following is a brief guide to the costs and benefits of the New Local Government Pension Scheme which comes into force on 1 April 2009. It is for general use and cannot cover every personal circumstance. In the event of any dispute over your pension benefits, the appropriate legislation will prevail as this guide does not confer any contractual or statutory rights and is provided for information purposes only.

Type of scheme	Defined benefit final salary scheme, with a normal retirement age of 65. Accrual rates 1/60th with option to commute up to 25% of fund value into lump sum.	
Death in service arrangements	A lump sum death grant of 3 times final pay. Increases in partners lump sum to be provided where active, deferred or pensioner member dies. Short term spouses' benefits removed.	
Accrual Rate	1/60th with option to commute up to 25% of fund value into lump sum.	
Ill Health Benefits	Two entry point ill health provision where scheme members who are permanently incapable of carrying out efficiently the duties of their job: (i) have no reasonable prospect of undertaking gainful employment before scheme normal retirement age of 65; or (ii) have a reasonable prospect of undertaking other gainful employment before age 65. Third tier, outside the pension scheme, consisting of one-off lump sum payment by employer at their discretion. Calculated on one week's pay per year of service and limited to maximum of 30 weeks' pay. Covers those whose employment is terminated on capability grounds, who are not in receipt of ill-health benefits and who have a reasonable prospect of undertaking further gainful employment before age 65. Implementation of certificate of protection to cover circumstance where member is required to take lower salary due to ill health.	
Partner Pensions	Dependants' benefits payable in respect of widows, widowers, civil partners, plus unmarried partners who cohabit, at rate of 1/160th	
Minimum Pension Age	All scheme members to have Minimum Pension Age of 55 years.	
Working beyond 65	The ability to accrue service in the LGPS beyond age 65 up to age 75. Cost-neutral uplift factors for benefits accrued up to beyond age 65.	
Contribution rates for Scheme members	A five-tier employee contribution rate structure, delivering an average employee contribution rate of 6.3%. Tiers operate on a banding system, as follows:	
	Pensionable Pay	Rate (%)
	On earnings up to and including £18,000	5.5%
	On earnings above £18,000 and up to £22,000	7.25%
	On earnings above £22,000 and up to £30,000	8.5%
	On earnings above £30,000 and up to £40,000	9.5%
	On earnings above £40,000	12%
Contribution rates for employers	Overall average new scheme costs estimated at 19.6% of payroll, with employee contributions at an average of 6.3% Employer contributions to make up the difference. Commitment to establishing cost sharing mechanism to ensure sustainability of the scheme over the long term.	

