



SOUTH LANARKSHIRE
Leisure & Culture

Conditions of Service

Section Four – Employee Health, Safety and Wellbeing

Section four - employee health, safety and wellbeing

19. Maximising attendance

19.1 The Maximising Attendance Policy is designed to:-

- Demonstrate an ongoing concern for employee's health, safety and well-being;
- Take a preventative stance and tackle issues before they become problems;
- Identify and address the root causes of absence, rather than simply monitoring or 'policing';
- Ensuring employees work in a supportive environment and are treated in a fair and consistent manner

19.2 The objective of the policy is to deliver cost effective services by maximising and motivating employee attendance.

19.3 As part of the Trust's commitment to building a healthy workforce, the Trust in partnership with South Lanarkshire Council has achieved the Healthy Working Lives Gold Award.

19.4 The aim of Healthy Working Lives is to raise awareness and provide ongoing health information to encourage employees to take a pro-active approach to improving health and fitness. This includes:

- Running health events throughout the year to support national campaigns;
- Promotion via the Works Magazine, Personnel Matters, global e-mail, Notice Boards and South Lanarkshire Council's Intranet;
- Conducting Health Needs Assessments and building on results; and
- Working in partnership with local/national health providers in order to provide services to employees.

Early intervention support

19.5 In support of the Maximising Attendance Policy, the Trust has a range of early interventions designed to support and assist employees.

Employee support

19.6 Employees who are experiencing difficulties at work, whether it be stress related or those looking for general advice and guidance, should speak to South Lanarkshire Council's Personnel Adviser (Employee Support), as part of SLL's Service Level Agreement with SLC, who can provide advice and guidance on a range of issues.

Employee Support Officer

19.7 For employees reporting absent due to a psychological condition, automatic referral should be made to SLC's Employee Support Officer. Referral can be made by the appropriate area. The Employee Support Officer can provide practical help and advice and, in many instances, will facilitate a return to work.

- 19.8 It is a line manager's responsibility to ensure that a referral is made to the Employee Support Officer. Early access to this service can prevent further deterioration of the individual's condition and/or facilitate an early return to work.

Employee counselling service

- 19.9 The Trust offers access to the "Employee Counselling Service" which is an external confidential counselling organisation. Employees can be referred via SLC's Employee Support Team (as part of our Service Level Agreement with SLC for employee support) through discussion with their manager and/or HR or the employee can contact the SLC's Employee Support Team directly and in confidence. However, where as part of any meeting or discussion the employee indicates they have a problem such as: alcohol or drug misuse; financial difficulties; domestic problems; stress/anxiety/depression; or bereavement, the manager should advise the employee of the support services available through the Trust and the services available via the Service Level Agreement, and offer these services to the employee.
- 19.10 If, as a result of a referral following a disciplinary hearing, the employee is accepted into a formal counselling programme, the manager/HR department will receive appropriate information regarding the programme and the employee's progress.
- 19.11 Employees can also access the counselling by making a confidential self referral directly to the Employee Counselling Service.
- 19.12 Where appropriate, a line manager may refer an employee to SLC's Personnel Adviser (employee Support) where they feel that independent advice and support on a variety of issues is required and this may include independent/specialist advice and counselling. Alternatively, Trade Union Representatives can arrange an appointment with the Employee Counselling Service on behalf of an employee via SLC's Employee Support Team.

Physiotherapy

- 19.13 Physiotherapy is a benefit available for all permanent Trust employees whether or not they are at work. It is the line manager's responsibility to ensure that physiotherapy is accessed for any employee reporting a musculoskeletal condition. Early referral to this service can prevent further deterioration of the employee's condition, facilitate an early return to work or prevent an absence from occurring in the first place.

Medical examinations

- 19.14 HR (as part of our Service Level Agreement with SLC) offer an Occupational Health Service which provides a range of regular health checks e.g. pre-employment health check; annual assessment for night workers; hearing; driver health checks and fitness assessments.

In addition, the Occupational Health Adviser will medically examine employees if referred by managers. However, managers should only refer employees if:

- The employee has been absent and the manager wants to ask the Occupational Health Adviser if the employee is fit to undertake a specific range of duties;
- The employee may benefit from Cognitive Behavioural Therapy.
- The employee has requested ill health retirement;
- The manager is considering disciplinary action and the employee reports continuing underlying health problems.

19.15 It is also a manager's responsibility to be aware of all other health and fitness assessments provided by the Occupational Health Service in order that these services can be utilised appropriately (e.g. pre-employment health and safety screening requirements).

20. **Sickness allowance scheme**

- 20.1 When absent due to sickness or disablement, an employee will normally receive two categories of payment. Firstly, subject to satisfying the conditions, an employee will receive either Statutory Sick Pay (SSP) from the Trust or National Insurance Incapacity Benefit from the Department for Work and Pensions, both provided in accordance with the Social Security Contributions and Benefits Act 1992. Secondly, again subject to satisfying certain conditions, an employee will receive a sickness allowance from the Trust against which the Trust is required to offset any payments of SSP.

Principal statutory provisions

- 20.2 The principal provisions in respect of the statute based payments are summarised in the remainder of this paragraph. Where there is a conflict between the summary of a statutory provision and that provision in the Social Security Contributions and Benefits Act 1992 or any subsequent amendments thereto, the provision contained in the relevant Act shall be taken as the authoritative statement of the position. These provisions and their application give rise to no right of appeal under the Trust's Grievance Procedures; any disputes shall be dealt with as provided for in the 1992 Act.

Termination of employment

- 20.3 Where an employee's contract of employment is terminated and SSP has been payable for one week or more in respect of a period of incapacity for work (whether linked or continuous) which is separated from the date of termination by 56 calendar days or less, the Trust will complete and give to the employee a 'leaver's statement' (DWP Form SSP1 (L)) within the prescribed time limits specified in the Social Security Contributions and Benefits Act 1992.

Occupational sickness allowance

- 20.4 The provisions relating to sickness allowances payable by the Trust are detailed below. These allowances are complementary to the statute based payments which an employee may receive, and are subject to a range of conditions, many of which are additional to those applying to the statute based payments.

Notification and certification

- 20.5 The notification and certification requirements for entitlement to and payment of sickness allowances as outlined in paragraphs 20.50-20.59 along with consequences of non-compliance.

Entitlement conditions

- 20.6 The qualifying conditions for entitlement to occupational sickness allowance under this Scheme as outlined in paragraph 20.14.

20.7 The conditions which have to be satisfied for entitlement to SSP are detailed in the Social Security Contribution and Benefits Act 1992 and can be subject to amendment as determined by the Secretary of State.

Exclusion from entitlement

20.8 There is no entitlement to occupational sickness allowance if an employee:-

- Reports sickness absence during a stoppage of work at the place of employment due to a trade dispute, unless the employee has not taken part in the trade dispute and has no direct interest in it;
- On the first day of sickness has already exhausted sickness allowance entitlement as outlined in paragraph 20.16;
- On the first day of sickness is in legal custody or is subsequently taken into legal custody;
- Has less than 26 weeks continuous service;
- Has done no work under the contract of employment; or
- Is absent on maternity leave.

20.9 An employee is also excluded from entitlement to sickness allowance, except at the discretion of the Trust, where the absence is on account of sickness, due or attributable to:-

- The employee's own misconduct or negligence; or active participation in sport for payment; or injury whilst working in the employee's own time for private gain; or for another employer.

20.10 There is no entitlement to SSP if, on the first day of a period of incapacity for work, an employee:-

- Is over minimum National Insurance pension age;
- Has average weekly earnings less than the lower earnings limit for national insurance contribution liability;
- Has claimed certain national insurance benefits within the previous 56 days (incapacity benefit, severe disablement allowance or maternity allowance);
- Falls sick during the 'disqualifying period' relating to pregnancy (i.e. from the fourth week before the expected week of childbirth for 26 weeks);
- Has already been due 28 weeks SSP from previous employer(s), and the period between the first day of incapacity for work with the Trust and the last day of SSP with the previous employer is 56 calendar days or less. To determine whether an employee is excluded from SSP under this clause the Trust will ensure that, where appropriate a 'linking letter' or a leavers statement DWP form SSP1 (L) is obtained from all new employees. Non-provision of these forms by the employee, in certain circumstances where they should be provided, shall be dealt with in accordance with paragraph 20.32.
- An employee who is absent as a result of an accident shall be required to indicate whether it is intended to pursue a claim against a third party or insurer in respect of responsibility for that accident. Where no such intention is indicated, sickness allowance is payable in the normal way, as outlined in paragraph 20.14. Where such an intention is indicated, the Trust may, having regard to the circumstances of the case, advance to the employee a sum not exceeding the

sickness allowance provided under this clause, subject to the employee undertaking to refund to the Trust the total amount of such allowances or the proportion thereof represented in any amount of damages received. Any amount previously paid as sickness allowance shall be taken to be part of the advance and treated as such.

- Any period of absence in such a case where a refund of the advance is made in full or in part, shall not be treated as sickness absence and shall not count against the periods of entitlement as outlined in paragraph 20.14, it shall instead be treated as special leave. Where there is no award of damages the absence shall be treated as sickness absence and count against the periods of entitlement.
- If an employee has been guilty of conduct prejudicial to recovery, the payment of sickness allowance may be suspended by the Trust, provided that before doing so, the employee has been advised of this intention and afforded an opportunity of submitting observations. Employees will have the right to pursue this through the Trust's Grievance Procedures.

20.11 If it is decided that the employee has been guilty of conduct prejudicial to recovery, then the employee shall forfeit the right to any further payment of allowance in respect of that period of absence.

Days and periods of sickness

20.12 A day of sickness is a day on which the employee is deemed to be incapable by reason of some specific disease or bodily or mental disablement of doing work, which can reasonably be expected to be done under the contract of employment. This includes days of absence from work due to an industrial injury or disease.

20.13 Sickness allowances are payable in respect of all days of sickness (including Saturdays, Sundays and Public Holidays) which are also qualifying days.

Qualifying days

20.14 Qualifying days for employees to whom this Scheme applies are as follows:-

- For full time employees working Monday to Friday; for part time or job sharing employees working all 5 days Monday to Friday; for full time employees with irregular work patterns and for part time or job sharing employees with irregular work patterns spread over 5 or more days other than Monday to Friday; all 7 days, Sunday to Saturday, in each calendar week;
- For part time or job sharing employees working less than 5 days a week, i.e. the days in the week on which the employee was due to work.

Waiting days

20.15 Sickness allowances are payable from the first day of sickness, there are no 'waiting days'.

Payment and period of entitlement

- 20.16 Where an employee satisfies the qualifying conditions as set out above, entitlement to sickness allowance will depend on continuous service as follows:-

Service at commencement of absence from duty	Full allowance for	Half allowance for
less than 26 weeks	Nil	Nil
26 weeks or more but 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 or more	26 weeks	26 weeks

- 20.17 In exceptional circumstances the Trust shall have the discretion to extend the period of full allowance or half allowance provided for in this paragraph. Any such request must be submitted in writing by the Senior Manager to the General Manager, with accompanying reasons.
- 20.18 The period for which the occupational allowance shall be paid in respect of any period of absence due to sickness, will be calculated on a one year rolling basis preceding the first day of absence. Previous periods of sickness will be aggregated and deducted, in the first instance, from the full allowance period and the balance from the half allowance period to which the employee is entitled in respect of the latest absence.

Sickness allowance and continuous service

- 20.19 The Trust recognises continuous local government service as defined in the Redundancy Payments (Local Government) (Modification) Order 1983 and subsequent Amendment Orders for the purpose of calculating entitlement to sickness allowance as outlined in paragraph 20.16.
- 20.20 Where an employee has entered or re-entered local government service and is in receipt of benefits under any occupational pension scheme, service for sickness allowance purposes will commence at the date of entry or re-entry into the local government service.
- 20.21 The Trust also recognises continuous service between the Trust and other Public Sector Partner Organisations for calculating entitlement to occupational sick pay and

other entitlements. A list of the agreed Public Sector Partner Organisations is maintained by SLC's Corporate Resources Personnel Services.

Calculation of allowance

- 20.22 Sickness allowance is payable only in respect of qualifying days. The daily rate of sickness allowance is the appropriate weekly rate divided by the number of qualifying days in the week.

Full allowance

- 20.23 Where an employee is entitled to SSP, the full allowance shall be a sum equal to full normal pay (against which the Trust is required to offset the amounts payable).
- 20.24 Where an employee is, or becomes excluded from entitlement to SSP, the full allowance shall be a sum which, when added to the benefits payable under the National Insurance Acts, shall secure to the employee a sum equal to normal pay.
- 20.25 In the case of male employees over 65 years of age, and of female employees over 60 years of age, the full allowance shall be a sum which, when added to any additional payment (including dependants' allowances), by way of National Insurance benefit or State pension, which the employee receives in consequence of being absent from duty through sickness, shall secure to the employee a sum equal to normal pay.

Half allowance

- 20.26 Where an employee is entitled to SSP, the half allowance shall be a sum equal to half normal pay added to SSP to which the employee is entitled (against which the Trust is required to offset the amount payable, so long as this sum does not exceed full normal pay).
- 20.27 Where an employee is or becomes excluded from SSP, the half allowance shall be a sum equal to half normal pay, so long as this sum when added to the benefits payable under the National Insurance Acts does not exceed full normal pay.
- 20.28 Payroll will inform the Trust of the dates of termination of an employee's full and half sick pay allowances. When an employee is about to exhaust entitlement to full sick pay, they must be informed by the manager of the date from which half pay begins and the extent of entitlement to half pay. When sending this information, the manager must also inform the employee that, should they wish to make an application for a continuation of leave of absence after entitlement to half pay is exhausted, such an application must be made in writing no later than four weeks before the expiry of the half pay period and must be accompanied by a medical statement showing the cause of incapacity and giving, where possible, an indication of the date the employee might be able to resume this duty, as outlined in paragraph 20.35.
- 20.29 Other than in exceptional circumstances, such an application is restricted to employees with 26 weeks service. Managers must ensure that any employee who has not applied timeously for leave of absence is advised, in writing, that if they fail to return to work once half pay is exhausted, they will be in fundamental breach of contract. Any failure to respond or to report for duty should be notified to the

appropriate Senior Manager for advice on the action to be taken.

Reduced national insurance contribution

- 20.30 Where a woman has elected not to pay the full National Insurance contribution, this does not affect the calculation of the full or half allowance where she is receiving SSP.
- 20.31 Where a woman has elected not to pay the full National Insurance contribution and she has exhausted any entitlement to SSP, the full and half allowance shall be calculated by reference to the full National Insurance benefits to which she would have been entitled if she had not so elected. This could apply to women that began their employment prior to 1975. An employee must provide any information required by the Trust to determine under paragraph 20.8 whether the employee is excluded from entitlement to statute based benefits and any subsequent alteration in the circumstances on which such entitlement is based. Where an employee has received payments based on erroneous information, the Trust shall be entitled to recover such payments from the employee.

Cessation of entitlement

- 20.32 Payment of occupational sickness allowance ceases when:-
- An employee returns to work;
 - An employee fails to satisfy or to continue to satisfy the notification or certification requirements as outlined in paragraphs 20.50 – 20.59;
 - An employee exhausts the entitlement as outlined in paragraph above;
 - An employee is absent on maternity leave;
 - An employee's contract of employment is terminated;
 - An employee is taken into legal custody.
- 20.33 The provisions of this scheme cease to apply to an employee whose contract of employment is terminated in pursuance of the provisions of the Superannuation Act applicable to the case, whether by reason of permanent ill-health, or infirmity of mind or body or by reason of age. This is however, without prejudice to the right of an employee whose employment is terminated by reason of permanent ill-health or infirmity to receive the period of notice specified in the contract of service where appropriate.

Cessation of SSP entitlement is in accordance with the regulations of the Social Security Contribution and Benefits Act 1992.

Leave of absence without pay

- 20.34 In certain circumstances and subject to the terms of the Maximising Attendance Policy, an employee with twenty six weeks service may be granted a period of unpaid leave of absence, following the expiry of their entitlement to sickness allowance.
- 20.35 Subject to consultation and agreement between the employing area and the General Manager or nominated Senior Manager, any initial period of unpaid leave will normally be granted for no longer than thirteen weeks. The employee must also provide a medical statement showing the cause of incapacity and giving, where possible, an indication of the date on which the employee might be able to resume duty.
- 20.36 In exceptional circumstances an employee with less than twenty six weeks service may be granted a period of unpaid leave of absence subject to consultation and agreement between the employing area and the General Manager or nominated Senior Manager.
- 20.37 Where an employee is granted a period of unpaid leave their manager must confirm this to them in writing and continue to manage the absence in line with the Maximising Attendance Policy.
- 20.38 Where an employee is seeking an extension to a leave of absence, this should be discussed with their manager at least four weeks before the expiry of the existing period and will be subject to paragraphs 20.34-20.37.
- 20.39 An employee may resume work when they are medically fit to do so at any time during the period of leave of absence.
- 20.40 Leave of absence will not be extended beyond the period of temporary employment.

Sickness allowance to victims of crimes of violence

- 20.41 Where an employee is absent from work as a result of an injury in respect of which an award may be made by the Criminal Injuries Compensation Board and the employee is otherwise qualified to receive sickness allowance in accordance with this Clause, such allowance shall be granted without a requirement to refund any proportion of it from the sum which the Compensation Board may award. Where an award has been made by the Compensation Board, the period of absence shall not be treated as sickness absence and shall not count against the periods of entitlement as outlined in paragraph 20.16 above; instead it shall be treated as special leave which is granted for a maximum of one year. In the case of an assault in the course of employment, the employee shall be entitled to a separate allowance calculated on the same basis as the sickness allowance as outlined in paragraph 20.23.

Sickness or disablement due to accident in the course of employment

- 20.42 Where an employee is absent due to sickness or disablement as a result of an accident arising out of and in the course of employment, or due to an industrial disease, the employee shall be entitled to a separate allowance calculated on the same basis as the sickness allowance as outlined in paragraph 19.16 above.
- 20.43 The allowances in respect of (a) normal sickness and (b) absence due to industrial accident or disease are entirely separate. Periods of absence in respect of one shall not count against the period of entitlement for the other.
- 20.44 An absence due to an accident shall only qualify for payment under this paragraph when an Accident/Incident Form (Form FOP'75) and entered in the Accident Book (B1 510), approved for the purposes of the Social Security Contribution and Benefits Act 1992, is appropriate and has been completed, and in the subsequent investigation by the Trust the facts so recorded are found to be accurate.
- 20.45 Every effort must be made to ensure that all accidents are entered on the Accident/Incident Form (Form FOP'75) and entered in the Accident Book (B1 510) including those where the employee, as a result of the accident, is unable to make the entry. In circumstances where no entry is made at the time of the accident, the Trust will not unreasonably refuse the payment of industrial injury allowance.
- 20.46 However the Trust will still carry out the required investigation into the accident to establish the facts. If that investigation establishes that an accident took place arising out of or in the course of employment, the employee will nonetheless be entitled to the industrial injury allowance, despite the fact that no entry has been made on an Accident/Incident Form.

Sickness during leave

Annual leave

- 20.47 If an employee falls sick during a period of annual leave and submits the appropriate medical statement to the Manager by the earliest practicable date, the period of sickness absence shall be treated as sick leave in terms of this paragraph and not as annual leave. The sickness notification procedure must also be followed.

Public holidays

- 20.48 An employee who is absent through sickness on a public holiday shall receive the sickness allowance on that day but shall not be entitled to a day off in lieu. Where an employee has exhausted sickness allowance entitlement, no payment will be made in respect of a public holiday occurring during the period of absence.

Notification and certification

- 20.49 The following paragraphs contain the provisions relating to notification and certification of all periods of sickness absence as specified in the Maximising Attendance Policy. An employee must fulfil all requirements to be entitled to SSP or sickness allowance (unless otherwise specified). The effect of non-compliance with these requirements is also set out.

Updated April 2011

Stage 1

- 20.50 Where an employee is prevented from reporting for duty due to sickness, the employee (or in exceptional circumstances some other person acting on the employee's behalf) should contact their line manager on the first day of absence before their normal start time. An employee, who works shifts, part time or job share, must notify their absence immediately and not wait until the next day that they are required to work.

Stage 2

- 20.51 Where the absence continues to a fourth day (including Saturdays, Sundays and Public Holidays), the employee (or in exceptional circumstances some other person acting on the employee's behalf), must notify their line manager, within the first hour after the normal commencement of work, of the continuing absence and whether the period of absence is likely to continue beyond a seventh day. Where this is the case, the self-certificate will be sent to the employee by the appropriate Manager for completion in accordance with paragraph 20.54.

Stage 3

- 20.52 Where the absence lasts up to 7 days, the employee shall, on return to work, complete a self-certificate form.

Stage 4

- 20.53 Where the absence extends beyond 7 days, the employee shall submit a medical statement to cover the period of absence beyond the 7 days.
- 20.54 Where an employee has been absent for more than 7 days, the first medical statement shall be submitted in addition to a self-certificate to cover the first 7 days of absence.
- 20.55 Line managers should ensure that they remain in contact with any employee absent from work, this should include keeping the employee up to date with any new policies, procedures, Works Magazine, team briefs etc.

Non-compliance

- 20.56 If an employee fails to report an absence, the employee will not be paid sickness allowance for that day. However, if an acceptable explanation confirming why it was not possible for them to comply with absence reporting requirements is received, payment may be authorised.
- 20.57 If an employee fails to report their absence on the fourth day, in accordance with paragraph 20.52, the employee will not be entitled to sickness allowance until the day that further notification is received.
- 20.58 Issues of non-compliance will also be dealt with via the Maximising Attendance Policy.

Contact with infectious diseases

- 20.59 An employee who, in accordance with the National Insurance Act, is deemed to be incapable of work and is prevented from attending the place of employment because of contact with notifiable infectious diseases shall advise the Manager immediately and shall be entitled to full pay during absence, subject to the deduction from full pay of any benefit payable under the National Insurance Acts. A period of absence on this account shall not be reckoned against the employee's entitlement to normal sickness allowance.

21. Health and safety

21.1 The Trust recognises its' responsibilities to ensure the health, safety and welfare of all of its employees and all persons likely to be affected by its' operations.

21.2 A high standard of health and safety performance is the primary objective of the Trust and is recognised as an integral part of service delivery. Senior Managers will promote and develop a positive attitude to health and safety by:-

- Ensuring that health and safety is a key consideration in the delivery of services;
- Setting health and safety objectives within action plans;
- Establishing performance standards for the management and control of risks through risk assessment;
- Ensuring sufficient resources are allocated to meet health and safety objectives;
- Establishing arrangements for the effective co-ordination of health and safety management and making regular reports on the health and safety performance of their area of responsibility;
- Ensuring that all employees are aware of their health and safety responsibilities;
- The provision of consultation and communication arrangements to enable employees to effectively contribute to the management of health and safety;
- Ensuring the competence of employees, trainees and contractors.

Personal safety

21.3 The Trust is committed to a pro-active approach to employees' personal safety and has developed a policy which is committed to the following principles:-

- The Trust values the personal safety of all employees and is intent on minimising any risk to which they might be exposed while carrying out their work;
- Recognising the possibility of violence at work, incorporating risk assessment, reporting procedures, systems to evaluate the effectiveness of any provisions made and provision for dealing with the aftermath of any incident;
- Raising the awareness of all employees of the possibility of risk to their personal safety, and what procedures have been put in place to minimise any occurrence or re-occurrence;
- Ensuring all employees are aware of the steps they can take to minimise or eliminate any risk to their personal safety and know when and how to report any incident or threatened incident;
- Promoting a climate whereby employees who are the subject of any verbal or physical attack are provided with appropriate support from the Trust's Occupational Health Service as well as from their own management team;
- Taking a positive stance by identifying possible areas of hazard through the process of risk assessment, and thereafter developing appropriate preventative strategies;
- Liaison with and seeking advice and guidance available from the Police Community Involvement Unit.

Indemnification of employees

Risk of assault

- 21.4 The Trust will make the under noted payments to an employee in the event of permanent disablement arising from a violent or criminal assault suffered in the course of duty or in the event of death, to the employee's dependants.
- 21.5 The amount to be paid will be the percentage detailed below multiplied by five times the gross salary which the employee was in receipt of at the time of the assault or £35,000 whichever is greater. In the case of death where the employee has no dependants, the sum of £950 will be paid to the employee's estate.

Scale of compensation

- 21.6 Death, total and irrecoverable loss of all sight in one or both eyes, total loss by physical severance or complete loss of use of one or both hands or feet at or above wrist or ankle occurring within twelve months of sustaining bodily injury within the meaning of the following:
- 21.7 Permanent total and absolute disablement (other than as stated above) from engaging in or giving attention to any profession or occupation of any kind. 100%
- 21.8 Permanent partial disablement (not otherwise provided for above) the percentage of the capital sum set against the degree of disablement as outlined as follows:-

Total loss of hearing in both ears		40%
Total loss of hearing in one ear		10%
Complete loss of use of hip or knee or ankle		20%
Removal of the lower jaw by surgical operation		30%
Fractured leg or foot with established non-union		25%
Fractured knee cap with established non-union		20%
Shortening of a leg by at least 3 centimetres		15%
Loss by amputation or complete loss of use of	<i>*Right</i>	<i>*Left</i>
One thumb	20%	17 ½%
One index finger	15%	12 ½ %
Any other finger	10%	7 ½ %
One big toe	10%	10%
Any other toe	3%	3%
Complete loss of use of shoulder or elbow	25%	20%
Complete loss of use of wrist	20%	15%

*These benefits will be reversed in the case of a left-handed person.

- 21.9 In the case of other permanent disablement not specified, the amount payable will be

the percentage of the capital sum as set out above as is commensurate with the degree of permanent partial disablement when compared with the degree of disablement specified.

Indemnification under the Health and Safety at Work Act 1974

- 21.10 The Trust will indemnify employees who are prosecuted as a result of acting within the scope of their employment in the following circumstances.
- 21.11 In the event of a charge being brought against the employee for an offence alleged to have been committed in terms of:-
- Section 7 - General duties of employee at work;
 - Section 8 - duty not to interfere with or misuse things provided pursuant to certain provisions;
 - Section 37 - Offences by bodies corporate of the Health and Safety at Work Etc. Act 1974.

The Trust will meet all reasonable legal expenses incurred by the employee in conducting their defence or in tendering a plea in mitigation.

- 21.12 Where the employee is charged with an offence under any of the above sections of the Act, the Trust will pay such reasonable expenses of the employee as might be appropriate in the circumstances of the case, subject to the employee making an application to the General Manager or nominated Senior Manager before instructing a solicitor to act on their behalf.
- 21.13 In a case where an employee is convicted of an offence under the Act and a penalty is imposed, the Trust will consider the case on its merits and, if satisfied that the employee acted in the course of their employment, with due regard to the Trust's safety policy and in good faith, will reimburse the employee the amount of any fine imposed.
- 21.14 Where an employee is aggrieved by the decision of the Trust in respect of any of the above matters the employee will have a right of appeal, in accordance with the Grievance Procedures as outlined in paragraph 27.

Provision of personal protective equipment

- 21.15 The Trust will provide employees with the appropriate safety clothing and equipment required for them to undertake their duties. The Trust reserves the right to take appropriate action against any employee who refuses or fails to wear their personal protective equipment or clothing.

Display screen equipment

- 21.16 It is a requirement of the Health and Safety (Display Screen Equipment) Regulations 1992 that the Trust assess the risk of the use of such equipment.
- 21.17 Each area should have trained Display Screen Equipment (DSE) Workstation Assessors.

Eyes and eyesight

- 21.18 Under the regulations, users are entitled to receive a sight test from the Trust's appointed qualified optician, the cost of which will be borne by the Trust.
- 21.19 Where corrective appliances (normally spectacles) are required solely for working with display screen equipment, a suitable pair will be supplied at no cost to the employee. Should an employee prefer an alternative then the Trust will contribute £40 towards the cost, on the understanding that the difference in the cost is paid directly to the optician by the employee.
- 21.20 The Trust will not pay for the supply of spectacles or other corrective appliances prescribed for long or short sightedness.
- 21.21 Where a user is prescribed special corrective appliances and already wears spectacles or contact lenses, the Trust will only contribute to the costs attributable to the requirements of the display screen work involved and in accordance with arrangements in place.
- 21.22 If a user wishes to choose a more costly corrective appliance (e.g. designer frames, tints etc) the Trust is not obliged to pay for this, and the user will have to pay the difference between the Trust's contribution and total cost.
- 21.23 The acquisition or renewal of any other corrective appliance required for normal use as a result of the eye examination is the responsibility of the employee.
- 21.24 Where an employee already wears spectacles and requires another pair of spectacles for work with display screen then the £40 can be put towards the cost of bifocals or varifocals rather than a pair of single spectacles.
- 21.25 Employees whose work activities fall within the definition of a user are eligible for an eye and eyesight test initially at their own request and at regular intervals thereafter (normally every two years).
- 21.26 Employees who request an eye and eyesight test should seek authorisation from their employing area using the standard referral form. The employee must give their consent by completing and signing the referral letter.
- 21.27 Once authorised, employees should arrange an appointment with the Trust's appointed optician. The employee must provide information as necessary and take the introductory letter together with the report form to the optician on the day of examination.

21.28 The employee will be given appropriate time off work to attend, using flexitime where appropriate, although appointments should be made at times which will cause minimum inconvenience to the employing area.

21.29 Employees who fail to keep appointments may have to pay a cancellation fee.

Dealing with stress

21.30 The Health & Safety Executive defines stress as being “the adverse reaction people have to excessive pressure or other types of demands placed on them”. This policy outlines the Trust’s objectives to:-

- Promote positive mental health in the workplace
- Creating greater openness and understand of the causes of work related stress
- Ensure greater consistency of approach and improved skills in dealing with stress through providing effective information, instruction and training to managers and employees
- Encourage managers, employees and their representatives to work in partnership to address work related and personal stress
- Undertake effective assessment of work related stress risks.

Domestic abuse (see also paragraph 12.13)

21.31 The Trust has a policy to provide an effective, confidential and sympathetic response to employees, who are experiencing domestic abuse whilst at the same time implementing practical measures to help an employee cope.

21.32 The range of available practical measures to assist employees includes:-

- Paid special leave of up to five days to allow employees to make necessary arrangements;
- Consideration of a request for a change of workplace/working arrangements;
- Consideration of a request for an advance of pay;
- Putting in place specific workplace security arrangements where necessary;
- Assistance from Child and Family Services in SLC’s Social Work Resources;
- Information on specialist support and information agencies;
- Advice on flexible working to assist an employee to cope with caring responsibilities
- Access to the Employee Counselling (see paragraphs 19.9 – 19.12)

21.33 Employees who are found to be perpetrators of domestic abuse will be seen as being in breach of the Code of Conduct.

No smoking

- 21.34 The No Smoking Policy has been devised to ensure that the Trust complies with the Smoking, Health and Social Care (Scotland) Act 2005 and the Prohibition of Smoking in Certain Premises (Scotland) Regulations 2006.
- 21.35 The aim of the policy and the No Smoking Legislation is to save lives and prevent diseases caused by passive smoking.
- 21.36 It is the policy of the Trust that all of workplaces, Trust vehicles, Trust premises, and areas within the curtilage of premises, are smoke-free.
- 21.37 In terms of exceptions to the legislation,- there are no exceptions in the business conducted by the Trust
- 21.38 The Trust will ensure that employees who are required to work in private premises, for example home visits, are not unnecessarily exposed to passive smoking in the course of their work, under health and safety legislation.
- 21.39 The Trust policy supports Senior Managers and Managers by providing:-
- A clear Trust policy for management of No Smoking legislation requirements
 - Comprehensive guidance for management on the range of issues with non-compliance
 - A provision of support for employees who are committed to stopping smoking
- 21.40 All Senior Managers, through the General Manager, will ensure compliance with the legislation by;
- Taking steps to ensure that all employees, visitors, contractors and service users obey the law
 - Displaying 'No Smoking' signage in such a way to ensure all employees, visitors, contractors and service users are aware that they must comply with the new smoking law.
- 21.41 The Trust will take every opportunity to improve the health of its workforce by supporting employees who wish to stop smoking. Employees should all be aware of and be responsible for maintaining their health and ensuring that their own lifestyle does not negatively affect this.
- 21.42 All new employees will receive appropriate information so that they are aware of their responsibilities in relation to the policy. Recruitment packs will also include a statement of the policy and employees must ensure that they are aware of their obligations.

Addiction

- 21.43 South Lanarkshire Leisure and Culture will act to prevent and eliminate, in so far as it is reasonably possible, any such abuse which will increase the potential for ill health, absence, accidents, poor performance or which will otherwise adversely affect the Trust, its employees or the members of the public.
- 21.44 Employees should be aware that the way they behave during working hours reflects the image of the Trust and employees must not attend work under the influence either of alcohol or illegal drugs, as these may affect their ability to undertake their duties safely and effectively and may damage the public image of the Trust.
- 21.45 While the General Manager is responsible for enforcing this Policy, all managers and employees in the workplace have a duty to ensure a safe and healthy work environment.
- 21.46 The Trust recognises that addiction is an illness and the effects it can have on the individual, co-workers and family members.
- 21.47 While it is the intention of the policy to assist those with addiction problems, it does not replace a manager's responsibility to maintain discipline and a safe working environment or to respond to poor work performance, misconduct or unsatisfactory levels of absence. Therefore, support programmes for employees with drug, alcohol or other addiction problems can run concurrently with the disciplinary procedure.
- 21.48 This Policy has been produced to meet the following objectives:
- To address the misuse and/or possession of alcohol/drugs in and around the working day in order to ensure a safe working environment in line with the Health and Safety at Work Act 1974.
 - To recognise that alcohol or drug misuse and addiction are both a health problem and a safety problem.
 - To provide confidential access to support and assistance for employees who are experiencing alcohol, drug or other addiction related problems at the earliest opportunity.
 - To identify the responsibilities of all concerned when dealing with addiction problems at work.
 - To expand the Trust's commitment to this policy by raising awareness of addiction-related problems through education and training.
- 21.49 The Addiction Policy will address three ways in which an employee's addiction related problem might come to the attention of management, Voluntary Referral; Informal Intervention and Formal Intervention.
- 21.50 If the employee accepts assistance through the policy, they will be entitled to:
- Confidentiality, in respect of their addiction, between the Medical Adviser or Employee Counselling Service, HR Department and the employee.
 - Paid time off to attend counselling session(s).
 - Granted leave, if necessary, to undergo treatment and such leave will be treated as sick leave within the terms of the Trust's sick pay scheme.

- On their return to work, the employee will be entitled to return to the same job unless the Trust decides that the effect of the addiction renders them unsuitable for the same job. In such cases alternative employment should be sought for employees.
- Where help has been accepted and the problem resolved, the employee's normal promotional prospects will not be affected.
- Where following return to work after, or during treatment, work performance/conduct suffers as a result of continued addiction related problems, each case will be considered on its merits. Where appropriate, a further opportunity to accept support/counselling may be offered.