

Human Resources- An Introduction

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Rosehill
Housing

Association Limited

Learning Objective

- + To gain an understanding of the basics of employment law and good practice at all stages of an employee's HR journey



Learning Outcomes

By the end of this session, you will be able to:

Identify

- Identify the 9 protected characteristics

Understand

- Understand how to recruit the best people for the organisation

Recognise

- Recognise the key requirements of a written statement of employment particulars

Understand

- Understand the principles of the Acas Code of Practice on discipline and grievance

Understand

- Understand how to appropriately manage staff absences

Understand

- Understand the processes involved in ending employment



Course Content



**Recruitment and
Selection**



**Equality and
Diversity**



**Contracts of
employment**



**Acas Code of
Practice on
discipline and
grievance**

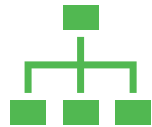


Managing absence



**Ending
employment and
giving notice**

What is Human Resources?



Human resources (HR) is the department within an organisation that focuses on managing its employees.



It encompasses a variety of functions aimed at optimising employee performance and ensuring a productive work environment.



The primary goals of HR include recruiting, training, and retaining employees, as well as managing employee relations and benefits.



HR plays a crucial role in aligning the workforce with the organisation's strategic objectives, fostering a positive workplace culture, and ensuring compliance with employment legislation.



Recruitment and Selection

- + Employers must follow a fair process when recruiting staff.
- + There are laws that apply throughout the whole recruitment process, including:
 - discrimination
 - data protection
- + Employers should also follow good practice and any policies their organisation might have on:
 - recruitment
 - equality, diversity and inclusion

Rosehill's Recruitment Process

- + All vacancies will be reviewed by the Director.
- + All vacancies must have a person specification, and job description.
- + Everything in the person specification must be capable of being measured.
- + All interviews will be conducted by a panel except for temporary posts.
- + We will advertise all permanent vacancies.
- + Each person responding to an advert will be sent an "application pack"
- + All returned forms will be dated, a reference number will be allocated, and the application form, and equal opportunities form separated.
- + Shortlisting will be carried out by an appropriate panel once the closing date has passed.
- + Each applicant will be measured against the requirements of the person specification.





Rosehill's Recruitment Process cont...

- + Those selected for interview, will be notified in writing.
- + The panel will prepare a series of interview questions to test candidates based on the person specification and the job requirements. Any other testing will take place before the formal interview.
- + The selection of the successful candidate will be based on the person specification, performance during interview and the results of any testing process.
- + Once a decision to appoint has been made, a verbal conditional offer will be issued to the successful candidate.
- + A contract of employment will be issued once in receipt of appropriate references.

Equality & Diversity

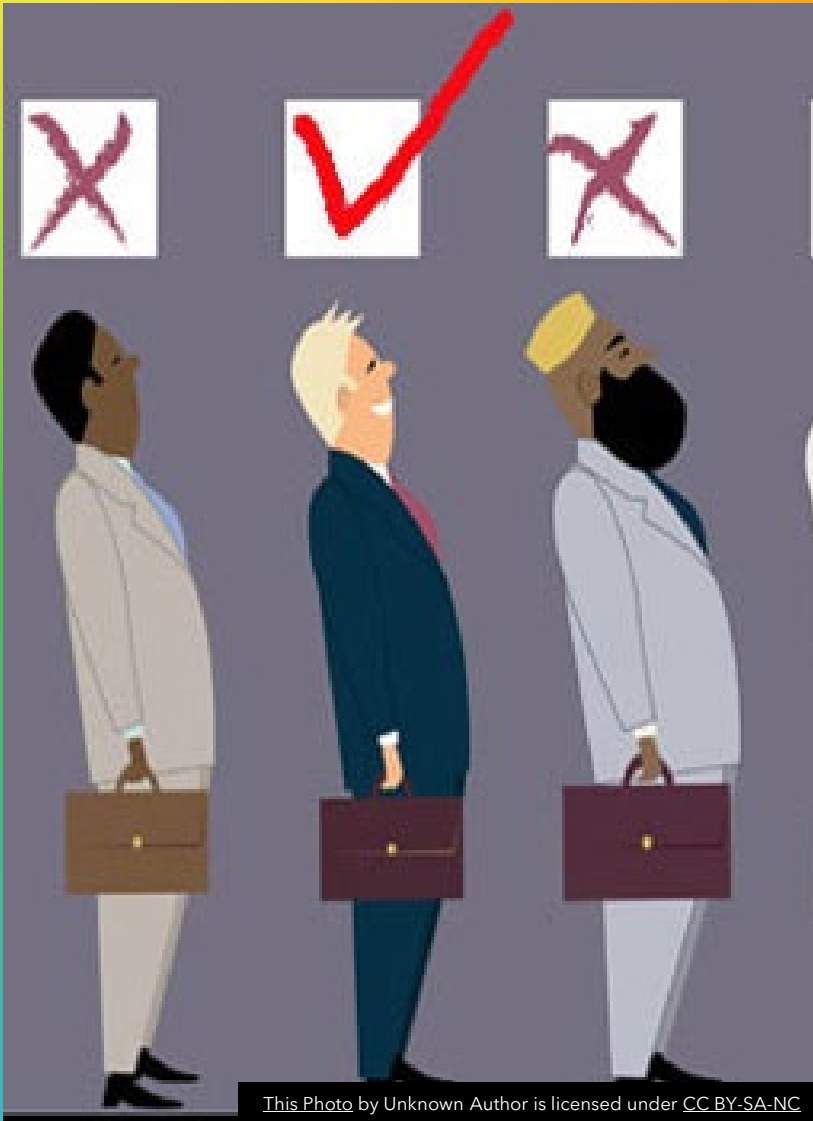
Although people have things in common, they are different in all sorts of ways.

Differences can be visible and non-visible, and some are known as 'protected characteristics' covered by discrimination law.

'Equal opportunity' is often seen as treating everyone the same. However, to provide real equality of opportunity people need to be treated differently in ways that are fair and tailored to their needs.



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Legislation

- + **Sexual Harassment at Work 2024**- harassment may constitute an unlawful act and/or a criminal offence. The Company and individuals can be held liable for any injury caused to employees if they have failed to provide protection from harassment.
- + **Health and Safety at Work Act 1974** – obligation to provide a safe place and system of work.
- + **The Equality Act 2010** – right to bring a claim for unlimited damages at an Employment Tribunal. The Act has harmonised existing discrimination law and does two main things:
 - + Sets out what are known as **‘protected characteristics’**
 - + Sets out the definitions of the types of discrimination including harassment

Protected Characteristics



- + **Age**
- + **Disability**
- + **Gender reassignment**
- + **Marriage and civil partnership**
- + **Pregnancy and maternity**
- + **Race, colour, nationality, ethnic or national origin**
- + **Religion or belief**
- + **Sex**
- + **Sexual orientation**

Types of Discrimination

- + **Direct Discrimination**
- + **Indirect Discrimination**
- + **Associative Discrimination**
- + **Perceptive Discrimination**
- + **Harassment**
- + **Victimisation**





Contracts of Employment

- + A contract is a legally binding agreement.
- + An employment contract can be agreed:
 - + verbally - this is when it's agreed through conversations
 - + in writing - for example, a job offer letter or through emails
- + Rosehill provides staff with a written contract of employment



When the employment contract begins

- + **An employment contract begins when someone starts work.**
- + **This is the case even if the employer has:**
 - failed to provide the written statement**
 - not put any other parts of the employment contract in writing**



Written Statement

The following must all be included in the principal statement:

- + the employer's name
- + the employee or worker's name
- + the start date (the day the employee or worker starts work)
- + the date that 'continuous employment' (working for the same employer without a significant break) started for an employee
- + job title or a brief description of the job
- + the employer's address
- + the places or addresses where the employee or worker will work
- + pay, including how often and when
- + working hours, including which days the employee or worker must work and if and how their hours or days can change
- + holiday and holiday pay, including an explanation of how its calculated if the employee or worker leaves
- + the amount of sick leave and pay (if this information is not included in the document, the employer must state where to find it)
- + any other paid leave (if this information is not included in the document, the employer must state where to find it)
- + any contractual benefits - these are benefits the employer must provide
- + any non-contractual benefits - these are benefits the employer may provide but can choose not to
- + the notice period either side must give when employment ends
- + how long the job is expected to last (if it's temporary or fixed term)
- + any probation period, including its conditions and how long it is
- + if the employee will work abroad, and any terms that apply
- + training that must be completed by the employee or worker, including training the employer does not pay for



Types of terms in a contract

- + 'express terms' - specific terms that are usually put in writing, for example pay or working hours
- + 'implied terms' - for example, things that are so obvious they might not have been written down
- + 'incorporated terms' - these form part of the contract even though they come from other sources, for example a staff handbook or an agreement affecting many employees



Implied Duties



duty of care



duty of trust and confidence



duty of fidelity



These duties:



are crucial to a good working relationship



help employers and workers work together effectively



also apply when someone is not working but is still employed



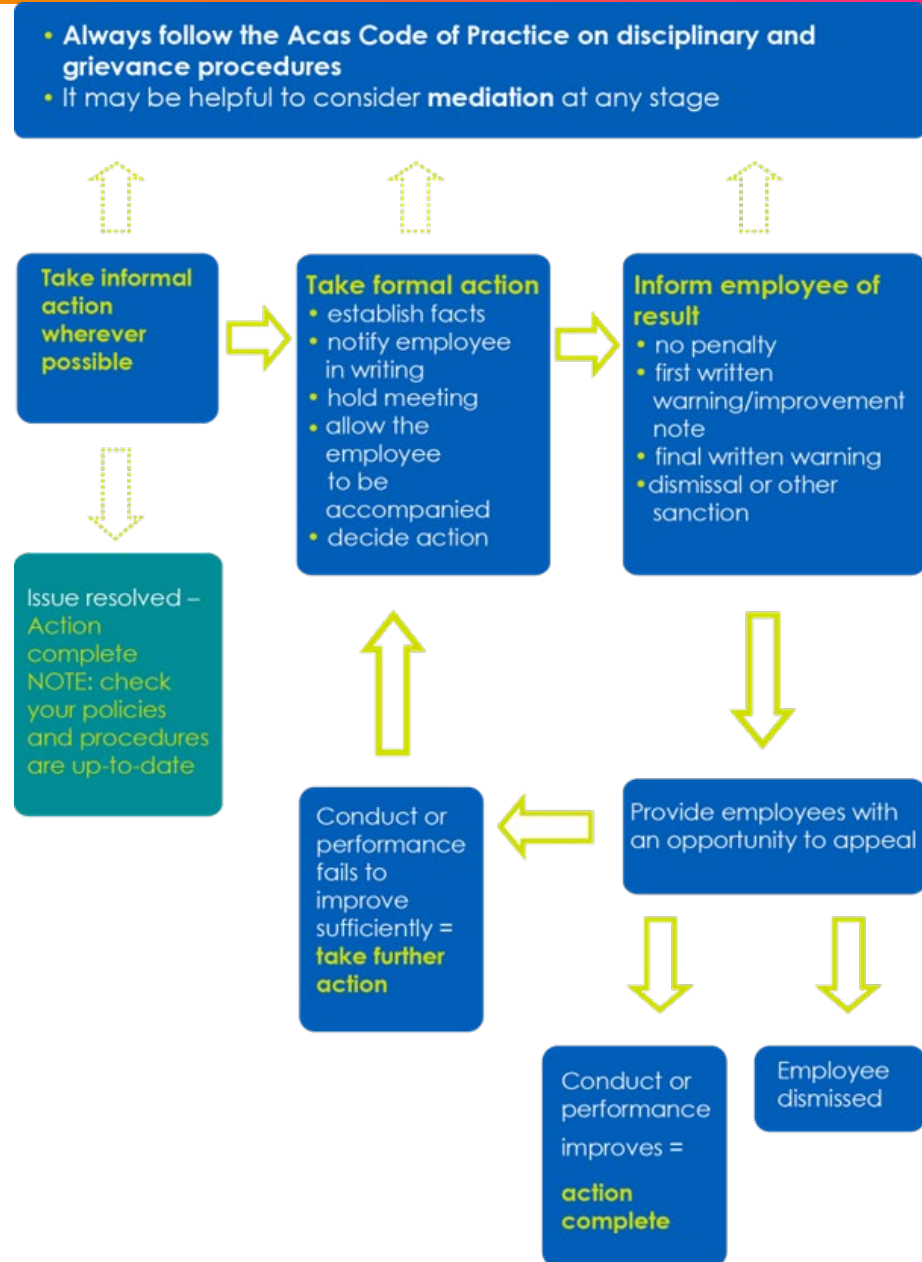
cannot be overridden by any express term in the contract



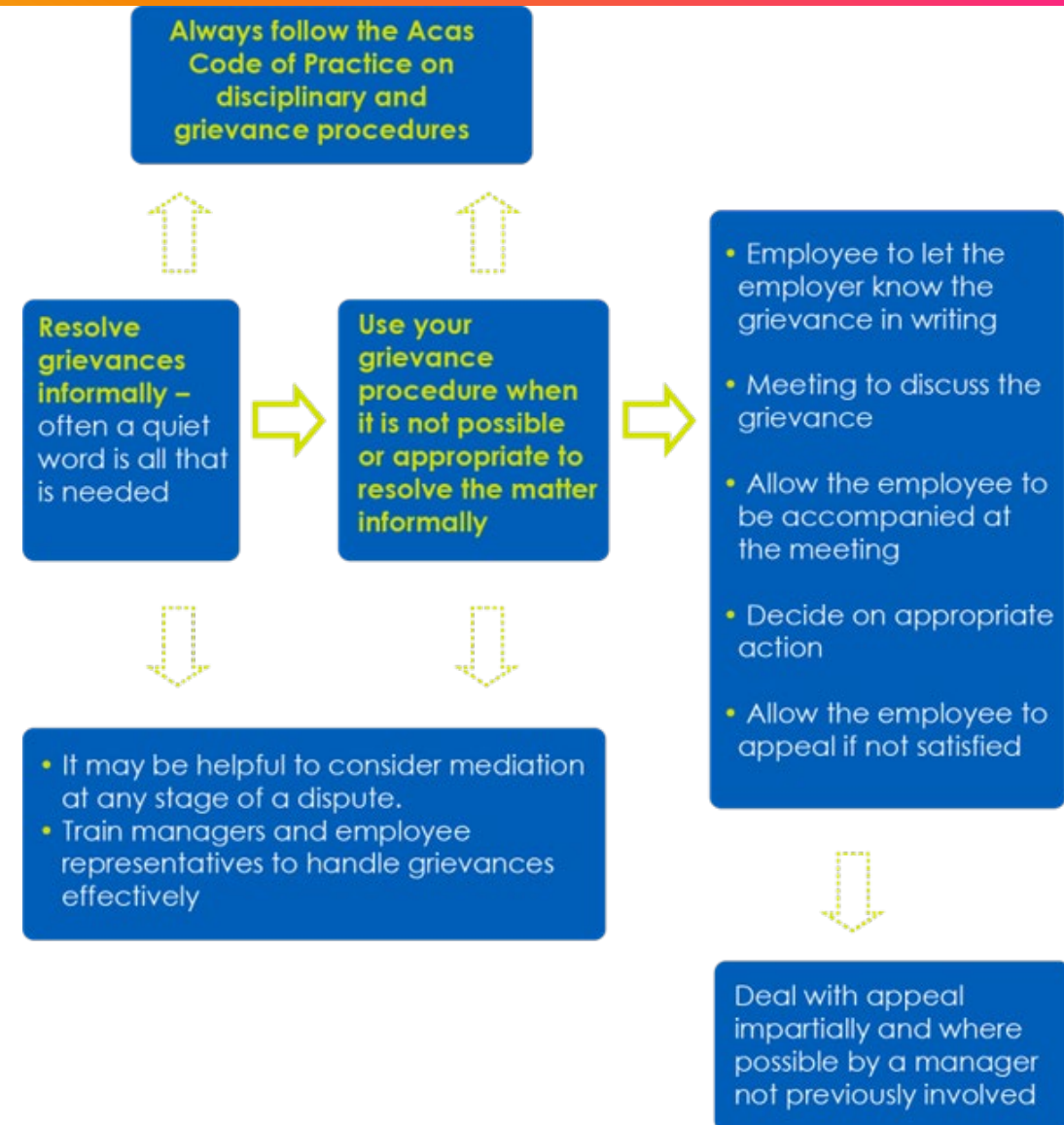
Discipline and Grievance – ACAS Codes of Practice

- + The code provides basic guidance to employers, employees and their representatives and sets out principles for handling disciplinary and grievance situations in the workplace.
- + A failure to follow the Code does not, in itself, make a person or organisation liable to proceedings. However, employment tribunals will take the Code into account when considering relevant cases.
- + Tribunals will also be able to adjust any awards made in relevant cases by up to 25 per cent for unreasonable failure to comply with any provision of the Code.

Handling Disciplinarys - An Overview.....



Handling Grievances - An Overview.....



Managing Absence

What is Sickness Absence?

- A day of sickness is defined as a day that you are not capable of attending work due to illness.





OUT OF
OFFICE

Types of Sickness Absence

Absence can be categorised into three distinct types:

- + Short-Term Absence
- + Frequent Absence

2 or more absences in any 6- month period.

4 or more absences in any 12-month period.

10 or more working days absence in 12 months.

- + Long-Term Absence



Absence Review Meetings

- + When are they appropriate?
- + Formal or Informal?
- + What is likely to be covered?
- + Who will be in attendance?



Return to Work Meetings

- + When are they appropriate?
- + What will be covered?



Capability or Disciplinary

No Underlying Medical Condition

Underlying Medical Condition

**THE EQUALITY ACT (2010) IN
RESPECT OF DISABILITIES WILL BE
CONSIDERED WITH EACH CASE**



Bringing Employment to an end

Resignation

- + Resignation is the process of an employee ending their employment contract. Also known as 'quitting', 'leaving your job' or 'handing in your notice'.



Retirement

- + Workers in most jobs can choose when to retire. There is no default retirement age, except for a small number of jobs. This applies to all workers.



Dismissal

- + Dismissal is when an employer ends an employee's contract. It usually means the same as being sacked or fired.
- + Before an employer dismisses an employee, they should:
- + believe they have a valid reason
- + follow a full and fair procedure
- + make a decision that's balanced, consistent and as fair as possible



Dismissal cont...

- + By law (Employment Rights Act 1996), the following are potential reasons to dismiss someone fairly:
- + misconduct - when the employee has done something that's inappropriate or not acceptable
- + capability - when the employee is not able to do the job or does not have the right qualifications
- + redundancy - when the job is no longer needed
- + a legal reason - when the employee cannot do their job legally, for example a lorry driver who's banned from driving
- + 'some other substantial reason' - a term used for a wide variety of other situations

Examples of other substantial reasons are:

- + a fixed-term contract ending
- + third party pressure, for example if a client refuses to work with an employee
- + an employee refusing to agree to new terms and conditions of employment





NOTICE PERIOD

Notice Periods

- + When an employee leaves a job they usually have to work a notice period.
- + A notice period is the amount of time an employee has to work for their employer after they resign, are dismissed or made redundant.
- + How much notice they get depends on:
 - how long they have worked for their employer
 - what's in their employment contract
 - whether they have been dismissed, made redundant or have resigned



NOTICE PERIOD

Notice Periods cont...

- + An employee must get at least the 'statutory notice period'. This is the legal minimum notice period if they:
- + have worked for the employer for at least a month
- + If they have worked for the employer for:
- + 1 month to 2 years - statutory notice is 1 week
- + 2 to 12 years - statutory notice is 1 week for each full year they have worked
- + 12 years or more - statutory notice is 12 weeks



Unfair Dismissal

- + It might be unfair dismissal if an employee worked for their employer for **at least 2 years** and any of the following apply:
- + there was no fair reason for the dismissal
- + the reason was not enough to justify dismissing them
- + the employer did not follow a fair procedure
- + If someone is dismissed before they have worked for their employer for 2 years, they will need to check what rights are available to them. This is sometimes known as 'short service dismissal'.
- + Depending on the reason for the dismissal, one of the following might apply:
- + automatically unfair dismissal
- + wrongful dismissal



Automatically unfair reasons

making a flexible working request

being pregnant or on maternity leave

wanting to take family leave, for example parental, paternity or adoption leave

being a trade union member or representative

taking part in legal, official industrial action for 12 weeks or less - for example going on strike

asking for a legal right - for example to be paid the National Minimum Wage

doing jury service

being involved in whistleblowing

'compulsory retirement' - this means being forced to retire

taking action, or proposing to take action, over a health and safety issue



Constructive Dismissal

- + If an employee feels they have no choice but to resign because of something their employer has done, they might be able to claim for 'constructive dismissal'.
- + The legal term is 'constructive unfair dismissal'.

What constructive dismissal is

- + An employee can make a constructive dismissal claim if they resign because they think their employer has seriously breached their employment contract.
- + Examples could include:
 - + regularly not being paid the agreed amount without a good reason
 - + being bullied or discriminated against
 - + raising a grievance that the employer refuses to look into
 - + making unreasonable changes to working patterns or place of work without agreement

Any Questions?

