



|                                    |                                |
|------------------------------------|--------------------------------|
| <b>Name of policy</b>              | <b>Unacceptable Actions</b>    |
| <b>Responsible Officer</b>         | <b>Operations Director</b>     |
| <b>Approved by YourPlace Board</b> | <b><i>17 December 2009</i></b> |
| <b>Date of Next Formal Review</b>  | <b><i>December 2012</i></b>    |

**YourPlace will provide this policy on request at no cost, in large print, in Braille, on tape or in other non-written format, and in a variety of languages.**

## **YourPlace Property Management**

### **Unacceptable Actions Policy**

#### **CONTENTS**

| <b>Section</b> | <b>Subject</b>   | <b>Page</b> |
|----------------|--|-------------|
| 1.             | Introduction   | 1           |
| 2.             | Principles   | 1           |
| 3.             | Equal opportunities statement                          | 2           |
| 4.             | Legal and Regulatory Framework                         | 2           |
| 5.             | Defining Unacceptable Actions                          | 2           |
| 6.             | Managing Unacceptable Actions                          | 3           |
| 7.             | Deciding to restrict customer contact                  | 5           |
| 8.             | Recording and reviewing a decision to restrict contact | 6           |
| 9.             | Appeal a decision to restrict contact                  | 6           |
| 10.            | Training and awareness                                 | 6           |
| 11.            | Performance monitoring                                 | 6           |
| 12.            | Policy Review  | 6           |
| 13.            | Confidentiality  | 7           |
| 14.            | Relationship to other policies                         | 7           |
|                | Appendix   | 8           |

## **1. Introduction**

- 1.1 YourPlace Property Management (trading name of GHA (Management) Ltd) is a wholly owned subsidiary of The Glasgow Housing Association Ltd (GHA), established to deliver the factoring service to owners of former Glasgow City Council (GCC) / GHA property initially sold under the Right to Buy legislation and also those properties subsequently sold on through the private market. Recently, YourPlace has also commenced the provision of factoring services directly to private homeowners on a commercial basis. As factor, YourPlace, whether on behalf of GHA or directly, is responsible for general management and administration of the common property.
- 1.2 Staff are seconded to YourPlace from GHA. GHA's policies and procedures in relation to staff, including recruitment and conditions of employment therefore directly apply to YourPlace staff.
- 1.3 YourPlace will ensure that staff and YourPlace Board responsibilities in relation to this policy are clear. The Board will be responsible for agreeing policy and evaluating performance. Staff members will have overall responsibility for coordinating and monitoring the policy.

## **2. Principles**

- 2.1 We recognise that dealing with the public can cause anxiety, particularly where there is a risk of aggression, verbal abuse and/or violence. Such hazards should be identified through YourPlace and GHA's general risk assessment process and suitable control measures implemented. We have a zero tolerance policy towards physical and verbal abuse of our staff. This policy sets out the approach of YourPlace to the customers whose action or behaviour we consider unacceptable and mirrors that of GHA.

### **Policy Aims**

- 2.2 The Unacceptable Actions Policy aims to:
  - Make clear to all customers, both at initial contact and throughout their dealings with our office, what YourPlace can or cannot do. In doing so, we aim to be open and not raise hopes or expectations that we cannot meet
  - Deal fairly, honestly, consistently and appropriately with all customers, including those whose actions we consider unacceptable. We believe that all customers have the right to be heard, understood and respected
  - Ensure that YourPlace staff and contractors are treated with respect and are not subject to verbal or physical abuse by customers
  - Provide a service that is accessible to all customers. However, we retain the right, where we consider customers actions to be unacceptable, to restrict or change access to our service
  - Ensure that other customers and YourPlace staff or contractors do not suffer any disadvantage from customers who act in an unacceptable manner.

### **3. Equal opportunities statement**

- 3.1 YourPlace is committed to providing fair and equal treatment for all its stakeholders including tenants and will not discriminate against any on the grounds of race, colour, ethnic or national origin, language, religion, belief, age, gender, sex, sexual orientation, marital status, family circumstances, employment status, physical ability and mental health. Indeed we will positively endeavour to achieve fair outcomes for all.
- 3.2 This policy complies with GHA's Equal Opportunities Policy which YourPlace adheres to. GHA and YourPlace recognise their pro-active role in valuing and promoting diversity, fairness, social justice and equality of opportunity by adopting and promoting fair policies and procedures.
- 3.3 YourPlace will check its policies and associated procedures regularly for their equal opportunity implications, taking appropriate action to address inequalities likely to result or resulting from the implementation of the policy and procedures.

### **4. Legal and Regulatory Framework**

- 4.1 In formulating and implementing this policy, statutory requirements along with Scottish Housing Regulator's Performance Standards and good practice outlined in documents such as 'Raising Standards in Housing' have been incorporated, where required.

### **5. Defining Unacceptable Actions**

- 5.1 People may act out of character at times of trouble and distress. There may have been upsetting or distressing circumstances leading up to a contact with YourPlace. We do not view behaviour as unacceptable just because a customer is forceful or determined. However, customers who are angry, demanding or persistent may make unreasonable demands or show unacceptable behaviour towards YourPlace staff or contractors or GHA or YourPlace. We aim to manage this kind of behaviour under this policy. YourPlace has grouped these actions under three broad headings.

#### **Aggressive or Abusive Behaviour**

- 5.2 We expect our staff to be treated courteously and respectfully. Violence or abuse towards staff is unacceptable. We accept that customers may sometimes be angry or upset. However, it is not acceptable when anger about an issue escalates into aggression directed towards our staff.
- 5.3 Violence is not restricted to acts of aggression that may result in physical harm. It also includes behaviour or language (whether spoken or written) that may cause staff to feel afraid, threatened or abused.

- 5.4 Examples of behaviours grouped under this heading include threats, physical violence, personal verbal abuse, derogatory, slanderous or libellous remarks, either verbal or written, and rudeness. We also consider that inflammatory statements and unsubstantiated allegations can constitute abusive behaviour.

### **Unreasonable Demands**

- 5.5 Customers may make what we consider to be unreasonable demands on our staff through the amount of information they seek, the nature and scale of service they expect or the number of approaches they make. What amounts to unreasonable demands will depend on the circumstances surrounding the behaviour and the seriousness of the issues raised by the customer.
- 5.6 Examples of actions grouped under this heading include demanding responses within an unreasonable time-scale, insisting on seeing or speaking to a particular member of staff, continual phone calls, letters or e-mails, repeatedly changing the substance of the complaint or the raising of unrelated concerns.
- 5.7 These demands are unacceptable and unreasonable if they start to impact substantially on the work of our staff by taking up an excessive amount of staff time to the disadvantage of other customers or functions.

### **Unreasonable Persistence**

- 5.8 We recognise that some customers will not or cannot accept that the YourPlace is unable to assist them further or provide a level of service other than that provided already. Customers may persist in disagreeing with the action or decision taken in relation to their concern or contact our offices persistently about the same issue.
- 5.9 Examples of actions grouped under this heading include persistent refusal to accept a decision made in relation to a complaint, persistent refusal to accept explanations relating to what this office can or cannot do and continuing to pursue a complaint without presenting any new information. The way in which these customers approach us may be entirely reasonable, but it is their persistent behaviour in continuing to do so that is not.
- 5.10 We consider the actions of persistent customers to be unacceptable when they take up what YourPlace regards as being a disproportionate amount of time and resources.

## **6. Managing Unacceptable Actions**

- 6.1 There are relatively few customers whose actions we consider unacceptable. How we aim to manage these actions depends on their nature and extent. If it adversely affects our ability to do our work and provide a service to others, we may need to restrict a customer's contact with our offices in order to manage the unacceptable behaviour.
- 6.2 We aim to do this in a way that, wherever possible, allows a customer to have their concerns addressed and to progress a complaint to completion through our complaints process.

### **Threats, Violence and Abusive Behaviour**

- 6.3 We take threats, violence, abuse and harassment of staff very seriously. The threat or use of physical violence, verbal abuse, racial or other discriminatory remarks or harassment towards staff is likely to result in YourPlace ending of all direct contact with the customer. This includes abuse or harassment on the basis of race, colour, ethnic origin, sexual orientation, physical ability, mental health or other grounds.
- 6.4 Staff must report all such incidents of as a health and safety accident/incident, using the appropriate form (Health and Safety/OSM/04 Incident form - Appendix 1). Incidents of this type should also be reported to GHA's Neighbour Relations team and to the police. We may also pursue legal action, such as an Anti-social Behaviour Order, where the circumstances merit this.
- 6.5 When such incidents occur, managers should encourage staff to seek support from the Employee Assistance Programme (ICAS) whose staff is trained to deal with such situations. Managers should contact the Employee Assistance Programme as soon after the event as possible to enable the appropriate support strategy to be instigated.

### **Telephone calls**

- 6.6 GHA staff may end telephone calls if the caller is considered aggressive, abusive or offensive. The staff member taking the call has the right to make this decision, tell the caller that the behaviour is unacceptable and end the call if the behaviour does not stop. Staff should make a record when they terminate a call and tell their manager.

### **Letters**

- 6.7 Correspondence (letter, fax or e-mail) that is abusive to staff or contains allegations that lack substantive evidence should be referred to the relevant manager (either corporate manager, LSS manager or the Community Housing Manager in an LHO) for a response. A letter should be sent to the

customer stating that their behaviour is unacceptable and describing specifically in what way, e.g., we consider their language offensive, unnecessary and unhelpful. We ask them to refrain from using such language and state that we will not respond to their correspondence if they do not. We may require future contact to be through a third party.

### **Restricting contact**

- 6.8 We may restrict contact from the customer in a number of ways: in person, by telephone, fax, letter, e-mail or text, or by any combination of these. We will try to maintain at least one form of contact with a nominated person in the organisation in case the customer experiences a genuine housing related emergency. In extreme situations, we will tell the customer, in writing, that their name is on a 'no personal contact' list. This means that they must restrict contact with our offices to either written communication or through a third party. Where people are on the 'no personal contact' list, this will include unscheduled home visits and an appropriate warning should be put on the IT systems.
- 6.9 Where a customer repeatedly telephones, visits the office, sends irrelevant documents or raises the same issues, we may decide to:
- Only take telephone calls from the customer at set times on set days or put an arrangement in
  - place for only one member of staff to deal with calls or correspondence from the customer in
  - the future
  - require the customer to make an appointment to see a named member of staff before visiting
  - the office or that the customer contacts the office in writing only
  - return the documents to the customer or, in extreme cases, advise the customer that further
  - irrelevant documents will be destroyed
  - take other action that we consider appropriate. We will, however, always tell the customer
  - what action we are taking and why.
- 6.10 Where a customer continues to correspond on a wide range of issues, and this action is considered excessive, then the customer may be told that only a certain number of issues will be considered in a given period and asked to limit or focus their requests accordingly.
- 6.11 Customer action may be considered unreasonably persistent if all internal review mechanisms have been exhausted and the customer continues to dispute YourPlace's decision relating to the complaint. The customer should be told that no future phone calls will be accepted or interviews granted concerning the complaint. Any future contact by the customer on this issue must be in writing. Future correspondence will be read and filed, but only

acknowledged or responded to if the customer provides significant new information relating to the complaint.

## **7. Deciding to restrict customer contact**

7.1 YourPlace staff or contractors who directly experience aggressive or abusive behaviour from a customer have the authority to deal immediately with that behaviour in a manner they consider appropriate to the situation and in line with this policy. Such cases must be immediately reported to a manager or senior member of staff.

7.2 With the exception of such immediate decisions taken at the time of an incident, decisions to restrict contact with YourPlace staff will be taken only after careful consideration of the situation by a more senior member of staff. Wherever possible, a customer should be given the opportunity to modify their behaviour or action before decision is taken. Customers are told in writing why a decision has been made to restrict future contact, the restricted contact arrangements and, if relevant, the length of time that these restrictions will be in place.

## **8. Recording and reviewing a decision to restrict contact**

8.1 All incidents of unacceptable actions by customers must be recorded. Any decision to restrict customer contact must be made in the relevant file and on appropriate computer records.

8.2 A decision to restrict customer contact may be reconsidered if the customer demonstrates a more acceptable approach. A senior manager should review regularly the status of all customers with restricted contact.

## **9. Appeal a decision to restrict contact**

9.1 A customer can appeal a decision to restrict contact. The customer should be advised in writing about this right and the contact details of the relevant person to whom the appeal may be addressed. A senior member of staff who was not involved in the original decision should consider the appeal. They should advise the customer in writing of their decision, which can be either that the restricted contact arrangements still applies or that a different course of action is to be taken.

9.2 Following the appeal, the customer will be informed that this marks the end of YourPlace's Appeal process and provided with details of the GHA Appeal process, should they be unhappy with the outcome.

9.3 The customer has, of course, the right to complain to their elected representatives. Any subsequent enquiry from elected representatives should be notified to the YourPlace senior management team. Advice may be sought from GHA Legal Team if required.

## **10. Training and awareness**

10.1 YourPlace will ensure that all staff and governing body members are aware of the Unacceptable Actions Policy. All staff who deal with customers or deal with complaints regularly will receive appropriate training and information on the Unacceptable Actions. The Policy will also form part of induction training for new staff and governing body members.

## **11. Performance monitoring**

11.1 YourPlace will report on the number of customers subject to Unacceptable Actions restrictions as part of the Complaints Report to the GHA Board. YourPlace will meet the reporting requirements detailed in this policy.

## **12. Policy review**

12.1 YourPlace will review this policy every three years. Any review will take account of the tenant participation requirements of Section 54 of the Housing (Scotland) Act 2001.

## **13. Confidentiality**

13.1 All information given by factored homeowners and service users in relation to this policy will be treated as strictly confidential and will not be discussed with third parties without their permission. YourPlace will have regard to the Data Protection Act 1998.

## **14. Relationship to other policies**

14.1 This policy should be read in conjunction with YourPlace and GHA policies and procedures including:

- Complaints Policy
- Neighbour Relations Policy
- Health and Safety policies
- Policy on Stress

## Appendix 1 – Accident/Incident Reporting Form

### YourPlace ACCIDENT, INCIDENT & NEAR MISS REPORTING FORM

To be completed in respect of any incident (accident, incident, near miss, work place violence, etc.).

**Section 1:** To be completed by the affected person or their representative.

**Section 2:** To be completed by the affected person or their representative.

**Section 3:** To be completed by the affected persons Manager.

On completion of this form:

1 copy held by the affected person

1 copy retained on site in the OSM

1 copy to H&S team

**IT IS ESSENTIAL THAT AS MUCH INFORMATION OF THE INCIDENT IS SUPPLIED**

#### 1. Affected Person: Details

|  |               |
|--|---------------|
| Surname  |               |
| Fore Name  |               |
| Date of Birth  |               |
| Age  |               |
| Sex  | Male / Female |
| GHA/YourPlace Employee   | Yes / No      |
| Job Title & Employee Ref. Number   |               |
| Work Address and Telephone number  |               |
| Home Address (for internal use only)   |               |
| Home Telephone Number (for internal use only)  |               |
| If not a GHA/YourPlace employee then who is the affected person (e.g. factored homeowner, contractor, etc) |               |

## 2. Affected Person: Incident Details

|  |  |
|--|--|
| Date of Incident                       |  |
| Time of incident (use 24 hour clock)   |  |
| Site                                   |  |
| Address and location incident occurred |  |

|   |                            |
|---|----------------------------|
| Injury sustained (if applicable)  |                            |
| Details of other persons involved in incident                                       |                            |
| Name of Witness's   | 1.<br>2.<br>3.<br>4.<br>5. |
| Police called*  | Yes/ No                    |
| Ambulance called  | Yes/ No                    |
| Fire Brigade called   | Yes/ No                    |
| Include here (if possible) the badge number of the Police involved and crime number |                            |
| Time Police on site after incident reported   |                            |
| Are you a member of a union   | Yes/ No                    |
| Union: If Yes which union   |                            |
| Do you wish your Union to be informed of this incident?                             | Yes/ No                    |
| Incident Details  |                            |
| Description of incident   |                            |
| Incident report completed by  |                            |
| Contact telephone number  |                            |
| Date  |                            |
| Signature   |                            |

*\*All incidents of physical assault MUST be reported to the Police and to the NRT team.*

### 3. Manager: Accident/Incident/Near Miss Investigation

| <b>Further Action Taken Against Client (if applicable)</b>  |   |
|---|---|
| Letter sent regarding behaviour? If letter sent attach copy.  | Yes/ No   |
| Interviewed by Manager  | Yes/ No   |
| Has the iWORLD system been updated with relevant information?   | Yes/No  |
| Case passed on to NRT for possible ASBO?  | Yes/No  |
| If passed to NRT date passed?   |   |
| Interdict/ Legal action being pursued by LHO Manager (i.e. NPRP).   | Yes/ No   |
| Further contact (delete as appropriate)   | Interview office only<br>Correspondence only<br>Manager contact only<br>Via third party only (solicitors) |
| <b>The Affected Person</b>  |   |
| Did the incident cause time off work (must be recorded)   | Yes/ No   |
| Please state time off work if applicable. If affected person has not yet returned to work please inform the H&S dept. when they do. Note that any accident or incident that causes an employee to be off work for 3 consecutive days MUST be reported to the H&S team immediately for legal purposes. |   |
| Counselling and support referral details:   |   |
| Have the actions taken against the client being communicated back to those staff involved.  | Yes / No  |
| <b>Accident Investigation (Mandatory H&amp;S Requirement)</b>   |   |
| Is there a risk assessment in place for the activity when the incident occurred?  | Yes/ No   |
| Reviewed and signed/ dated risk assessment for the activity attached.   | Yes/ No   |
| Reviewed Procedure/Work Method for the activity attached.   | Yes/ No   |
| Photograph(s) of incident scene attached.   | Yes/No  |
| Any further relevant details, if the person tripped was it wet weather, the surface uneven etc.   |   |
| What measures have been put in place to prevent a re-occurrence of the accident/incident? E.g. Team briefing/meeting, repair lines, signs, restricted access, further training, equipment serviced or replaced, etc.  |   |
| Copy of the affected employee's OSM AWARENESS TRAINING sheet attached   | Yes/ No   |

|                                   |  |
|-----------------------------------|--|
| Responsible Person (i.e. Manager) |  |
| Name (Print)                      |  |
| Signature                         |  |
| Position                          |  |
| Date                              |  |