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# HERTFORD COLLEGE, OXFORD

## STAFF HANDBOOK

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## **EMPLOYEE HANDBOOK ISSUE & UPDATES**

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## HERTFORD COLLEGE, OXFORD

### INTRODUCTION

The success of any organisation and that of its employees depends very largely on the employees themselves, and so we look to you to play your part as we shall continue to play ours.

We provide equal opportunities and are committed to the principle of equality regardless of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation. We will apply employment policies that are fair, equitable and consistent with the skills and abilities of our employees and the needs of the business. We look to your support in implementing these policies to ensure that all employees are accorded equal opportunity for recruitment, training and promotion and, in all jobs of like work, on equal terms and conditions of employment.

We will not condone any discriminatory act or attitude in the conduct of the college with the public or our employees. Acts of harassment or discrimination on the grounds of age, disability, gender reassignment, race, religion or belief, sex and sexual orientation are disciplinary offences.

We welcome you and express our sincere hope that you will be happy here in our team. We ask that you study carefully the contents of this Staff Handbook as, in addition to setting out our rules and regulations, it also contains a great deal of helpful information.

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## **JOINING OUR ORGANISATION**

### **A) PROBATIONARY PERIOD**

You join us on an initial probationary period of three months. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time.

We reserve the right not to apply our full contractual capability and disciplinary procedures during your probationary period.

### **B) JOB DESCRIPTION**

You may be provided with a job description of the position to which you have been appointed but amendments may be made to your job description from time to time in relation to our changing needs and your own ability.

### **C) EMPLOYEE TRAINING**

At the commencement of your employment you will receive training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities within the college.

### **D) PERFORMANCE AND REVIEW**

The College hopes that by monitoring your work performance on a continuous basis we can maximise your strengths, and help find ways for you to overcome any possible weaknesses.

### **E) STAFF APPRAISAL SCHEME**

We have a staff appraisal scheme in place for the purpose of monitoring staff performance levels with a view to maximising the effectiveness of individuals. Please see the attached "Annex A" for details regarding the appraisal system.

### **F) JOB FLEXIBILITY**

It is an express condition of employment that you are prepared, in exceptional circumstances, to transfer to alternative departments or duties within the college on a temporary basis only. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential as the type and volume of work is always subject to change, and it allows us to operate efficiently and gain maximum potential.

### **G) POLICY STATEMENT ON THE SECURE STORAGE, HANDLING, USE, RETENTION AND DISPOSAL OF DISCLOSURES AND DISCLOSURE INFORMATION**

1. As an organisation using the Disclosure and Barring Service (DBS) to help assess the suitability of applicants for positions of trust, we comply fully with the DBS Code of Practice regarding the correct handling, use, storage, retention and disposal of disclosures and disclosure information. We also comply fully with its obligations under the Data Protection Act.

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2. Disclosure information is never kept in an applicant's personnel file. It is always kept separately and securely in lockable, non-portable storage containers with access strictly controlled and limited to those who are authorised to see it as part of their duties in accordance with Section 124 of the Police Act 1997. We maintain a record of all those to whom disclosures and disclosure information has been revealed and we recognise that it is a criminal offence to pass the information to anyone who is not entitled to receive it.
  3. Disclosure information is only used for the specific purpose for which it was requested and for which the applicant's full consent has been given.
  4. Once a recruitment (or other relevant) decision has been made, we do not keep disclosure information for any longer than is absolutely necessary in order to allow for the consideration and resolution of any disputes or complaints. Where appropriate, the DBS will be consulted and full consideration will be given to the data protection and human rights of the individual.
  5. Once the retention period has elapsed, we will ensure that any disclosure information is immediately destroyed by secure means, i.e. by shredding, pulping or burning. While awaiting destruction, disclosure information will not be kept in any insecure receptacle (e.g. a waste bin or confidential waste sack). We will not keep any photocopy or other image of the disclosure or any copy or representation of the contents of the disclosure. However, we may keep a record of the date of issue of the disclosure, the name of the subject, the type of disclosure requested, the post for which the disclosure was requested, the unique reference number of the disclosure and the details of the recruitment (or other relevant) decision taken.

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## **SALARIES, ETC.**

### **A) ADMINISTRATION**

#### 1. Payment

- a. For all staff the pay month is the calendar month. Basic salaries are paid on or before the 16<sup>th</sup> of the month in advance of the end of the month.
- b. You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g. Income Tax, National Insurance, etc.
- c. Any pay queries that you may have should be raised with the Bursary.

#### 2. Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

#### 3. Income Tax and National Insurance

At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them for tax purposes.

### **B) LATENESS/ABSENTEEISM**

1. You should attend for work punctually at the specified time(s) and you are required to comply with any time recording procedures relating to your work.
2. All absences must be notified in accordance with the sickness reporting procedures laid down in this Staff Handbook.
3. Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

### **C) MATERNITY/PATERNITY/ LEAVE AND PAY**

All staff employed by the College who meet the relevant qualifying criteria, and regardless of their staff group, grade or hours worked, will be eligible for the provisions of the College maternity, adoption and paternity leave scheme.

1. Qualification In order to qualify for the College maternity/paternity leave scheme, at the 15th week before the expected week of childbirth an employee should:
  - i. hold a current contract of employment with the College;
  - ii. have at least 26 weeks' continuous service with the College;
  - iii. provide his/her department with the correct notification of his/her intention to take leave, and
  - iv. intend to return to work following the period of maternity/paternity leave.

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## 2. Benefits

If an employee meets all these requirements, he/she will be eligible to receive the benefits of the College maternity/paternity leave scheme as follows:

Mothers are entitled to 26 weeks' full pay<sup>1</sup>; followed by 13 weeks' statutory maternity pay<sup>2</sup>; followed by 13 weeks' unpaid leave. Total = 52 weeks' leave.

<sup>1</sup> inclusive of any statutory maternity pay which is due.

<sup>2</sup> if a woman does not meet all the statutory qualification rules for statutory maternity pay, she will only receive pay for the first 26 weeks of maternity leave.

Fathers/partners have a statutory entitlement to 2 weeks of ordinary paternity leave at full pay.

Fathers/partners are entitled to up to 6 weeks full pay<sup>1</sup>; followed by 13 weeks statutory paternity pay<sup>2</sup>; followed by 13 weeks unpaid leave<sup>3</sup>. Total = 26 weeks' leave.

<sup>1</sup> inclusive of any statutory additional paternity pay which may be due if the child's mother has returned to work after 20 weeks of maternity leave.

<sup>2</sup> if a father/partner does not meet all the statutory qualification rules for statutory additional paternity pay, he will only receive pay for the first 6 weeks of maternity leave, subject to the mother having returned to work after 20 weeks maternity leave.

<sup>3</sup> the unpaid period is reduced by the number of weeks taken as additional paternity leave as outlined in point 1 above. Fathers/partners are entitled to a total period of additional paternity leave of 26 weeks, which is in addition to the statutory 2 weeks of ordinary paternity leave.

## 3. Notice Periods

To claim maternity/paternity leave and pay under the College maternity scheme, an employee should notify his/her department no later than the 15th week before the expected week of childbirth of:

- i. the fact she is pregnant or the father/partner's wife/partner is pregnant
- ii. the expected week of childbirth;
- iii. the date when she/he intends to start taking leave; and
- iv. his/her intention to return to work following the period of maternity/paternity leave.

A Maternity/Paternity Leave Plan is provided for employees to use to collect this information and other details relating to the proposed maternity leave period. If the Maternity Leave Plan is completed fully by the employee this will ensure that the notification requirements are met.

The employee should also provide the Bursary with a copy of her MATB1 form that she will have been given by her healthcare provider (usually the GP or midwife) sometime around the 25th week of pregnancy.

## 4. Start Of Maternity Leave/Pay

A woman can choose to start her maternity leave any time after the beginning of the 11th week before the expected week of childbirth (although maternity leave will start automatically before then if she gives birth early or is ill for a pregnancy-related reason during the last four weeks of her pregnancy), and may change her chosen start date by giving 28 days notice.

## 5. During Maternity/Paternity Leave

The employer may make contact with the employee (and vice versa) while he/she is on maternity/paternity leave, as long as the amount and type of contact is not unreasonable (e.g. to discuss plans for returning to work or to keep him/her informed of important developments in the workplace).

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6. Work During The Maternity Leave Period - Keeping In Touch Days

The employee can undertake up to a maximum of 10 days' work under her contract of employment during her maternity leave, as long as both she and her department have agreed for this to happen, and agree on what work is to be done and how much she will be paid for it.

7. Returning To Work

It is assumed that an employee will return to work at the end of her full 52 weeks of maternity leave unless she has told the College that she wishes to come back at any other time.

The employee can return to work earlier than the full 52 weeks of maternity leave, or can change the date of her return to work, as long as she gives eight weeks' notice.

If an employee decides not to return to work at the end of her maternity leave, or returns to work for less than three months, the College reserves the right to reclaim all or part of the payments made, minus any statutory maternity pay element to which the employee was eligible.

**D) ADOPTION LEAVE**

You may be entitled to adoption leave and pay in accordance with the current statutory provisions. If you (or your partner) are notified of a match date for adoption purposes you should notify your Department Manager at an early stage so that your entitlements and obligations can be explained to you.

**E) PARENTAL/SHARED PARENTAL LEAVE**

If you are entitled to take parental leave or shared parental leave in respect of the current College provisions, you should discuss your needs with the Home Bursar, who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of the business.

**F) TIME OFF FOR DEPENDANTS**

You may be entitled to take a reasonable amount of time off during working hours to take action that is necessary to provide help to your dependants. Should this be necessary you should discuss your situation with your Line Manager, who, if appropriate, will agree the necessary time off.



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## **HOLIDAY ENTITLEMENT AND CONDITIONS**

### **A) ANNUAL HOLIDAYS**

1. Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment.
2. It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward.
3. You should complete the Absence Request Form for all holiday requests and have it signed by your Line Manager before making any firm holiday arrangements (Absence Request form attached).
4. we will allocate agreed holiday dates on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
5. You should give at least three months' notice of your intention to take holidays and five days' notice is required for odd single days unless previously agreed with your line manager.
6. You may not normally take more than three working weeks consecutively.
7. Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.

### **B) PUBLIC/BANK HOLIDAYS**

Your entitlement to public/bank holidays and to any additional payment which may be made for working on a public/bank holiday is shown in your individual Statement of Main Terms of Employment.



**HERTFORD COLLEGE**

**Absence Request Form**

Surname	Forename(s)	Department	Payroll No.

The following time off work is requested:

From:	Day	Month	Year
To:	Day	Month	Year

Number of Working Days:			
If part of day, beginning at:	am/pm	To:	am/pm
Working day return date:	Day	Month	Year

Reason for Absence (please tick):

Annual Holiday	Death of Near Relative
Jury/Witness Duty	Hospital Attendance
Maternity/Paternity	Family Responsibilities
Appointment for Doctor, Clinic, Optician, Dentist	Other (Please Specify)

To be completed when absence was not approved in advance (i.e. sickness):

I was absent on (dates): .....

For the following reason: .....

.....

Reason why prior approval was not sought: .....

.....

Employee's signature: .....Date: .....

Authorisation for time off: .....

With pay; according to entitlement:  Without pay

Remarks: .....

Manager's signature.....Date: .....

The holiday year runs from 1<sup>st</sup> October to 30<sup>th</sup> September in any given year – holidays booked on a first come first served basis.

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## **SICKNESS/INJURY PAYMENTS AND CONDITIONS**

### **A) NOTIFICATION OF INCAPACITY FOR WORK**

1. You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by no later than one hour before your shift/working day commences. Other than in exceptional circumstances notification should be made personally, to your Line Manager. You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. Notification by text, email or via a work colleague is not acceptable.
2. If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

### **B) EVIDENCE OF INCAPACITY**

1. Doctors' certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must sign a self-certification absence form on your return to work.
2. If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive doctors' medical certificates to cover the whole of your absence.

### **C) PAYMENTS**

#### **1. Statutory Sick Pay Scheme and evidence of illness**

The College pays out Statutory Sick Pay (normally as part of your ordinary payment). If you receive full pay, such pay will include SSP. The operation of this scheme requires you to keep the Bursar informed of any period of sickness. For any period up to and including 7 calendar days you are required to put the reasons for absence in writing. For any period of more than 7 calendar days, doctors' notes will be required. If your period of absence is longer than the period for which you are entitled to College pay (see 2. below) then the appropriate D.S.S. rate will be paid by the College for up to 28 weeks. Special arrangements apply for longer periods, and advice will be given.

#### **2. Entitlements**

##### **a. Full and Part-time employees**

##### **i. Employees with service up to 1 year**

3 weeks full pay in each period 1st October to 30th September.

##### **ii. Employees with service of more than 1 year and up to 5 years**

6 weeks full pay in each period 1st October to 30th September. After this time the job will normally be kept open for not more than 6 months without pay, provided medical evidence is available that return within that period is probable.

##### **iii. Employees with more than 5 years' service**

13 weeks' full pay followed by 13 weeks on half-pay in each period 1st October to 30th September. After this time if the employee is still unfit to resume work the position regarding pay will be considered by the Treasury Committee.

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The job will normally be kept open for not more than twelve months from the start of the illness, provided medical evidence is available that return within that period is probable.

iv. Staff over retirement age

The Statutory Sick Pay scheme does not apply to those who pay no National Insurance contribution but normally those over retirement age will have the same rights to sick pay from College as others, according to length of service etc, although the period of time for which a post may be kept open without pay will depend on medical evidence and be at the discretion of the College.

v. Staff in the 3 month probationary period are not entitled to sick pay except in exceptional circumstances

**D) RETURN TO WORK**

1. You should notify your Line Manager as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
2. If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor. Separate rules relating to infectious diseases and those whose duties may involve handling food are to be found later in this handbook and, if appropriate to your duties, you must familiarise yourself with them.
3. On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to your Line Manager.
4. Upon returning to work after any period of sickness/injury absence, you may be required to attend a "return to work" interview to discuss the state of your health and fitness for work. Information arising from such an interview will be treated with strictest confidence.

**E) GENERAL**

1. Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence, may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.
2. In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness/injury. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.
3. We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.
4. If we consider it necessary, we may ask your permission to contact your doctor or for you to be independently medically examined.

# SICKNESS SELF-CERTIFICATION ABSENCE

Form SCA

This form should be completed on your return to work following any period of sickness.

If you are returning to work after a period of sickness of more than 7 calendar days a medical certificate or certificates should already have been provided to cover the period of absence in excess of these first seven days.

<b>NAME:</b>			
<b>FROM</b>	<b>Dates of sickness (Including non-working days)</b>	<b>TO</b>	
_____	am/pm	_____	am/pm
_____	day	_____	day
_____	date	_____	date
<b>FROM</b>	<b>Dates of absence</b>	<b>TO</b>	
_____	am/pm	_____	am/pm
_____	day	_____	day
_____	date	_____	date
<b>Details of sickness or injury</b>			
<b>Did you consult a Doctor? YES/NO. If YES please give details of: Doctor's name, address, date of visit, treatment received and any current treatment. If NO please state why not.</b>			
<b>Declaration</b>			
I certify that I was incapable of work because of my sickness/injury on the dates shown above and that this information is true and accurate.			
I acknowledge that false information will result in disciplinary action.			
I hereby give my employer permission to verify the above information.			
Signed _____ (employee)		Acknowledged _____ (for employer)	
Date _____			
Welcome Back interview held by.....on.....			

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## **PENSION SCHEME**

1. We have a contributory pension, details of which are available separately.
2. The College is a participating employer in two contributory pension schemes, the University of Oxford Staff Pension Scheme (OSPS), and the Universities' Superannuation Scheme (USS). Every employee is invited to join the relevant scheme and the College will need written confirmation if they do not wish to join. Exceptions: those who are over 60 years of age when commencing employment with the College should consult the Bursar who will explain their entitlements. More information regarding the pension plans is available from the Bursary."
3. The contact details for the pension plans USS and OUPS are available from the Bursary.

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## **SAFEGUARDS**

### **A) RIGHTS OF SEARCH**

1. Although The College do not have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises, The College would ask all employees to assist us in this matter should we feel that such a search is necessary
2. Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search. This will also apply at the time that any further questioning takes place.
3. The College reserves the right to call in the police and/or University Security at any stage.

### **B) CONFIDENTIALITY**

1. All information that:-
  - a. is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence;
  - b. relates particularly to the college, or that of other persons or bodies with whom we have dealings of any sort; and
  - c. has not been made public by, or with our authority;

shall be confidential, and (save in the course of our operation or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.

2. You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.

### **C) COLLEGE PROPERTY AND COPYRIGHT**

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

### **D) STATEMENTS TO THE MEDIA**

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by the Principal or other person nominated by the Principal.

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**E) INVENTIONS/DISCOVERIES**

An invention or discovery made by you will normally belong to you. However, an invention or discovery made by you will become our property if it was made:-

- a. in the course of your normal duties under such circumstances that an invention might reasonably be expected to result from those duties;
- b. outside the course of your normal duties, but during duties specifically assigned to you, when an invention might reasonably be expected to result from these; and
- c. during the course of any of your duties, and at the time you had a special obligation to further our interests arising from the nature of those duties, and your particular responsibilities.

**F) VIRUS PROTECTION PROCEDURES**

In order to prevent the introduction of virus contamination into the software system the following must be observed:-

- a. unauthorised software including public domain software, magazine cover disks/CDs or Internet/World Wide Web downloads must not be used unless authorised by the IT department; and
- b. all software must be virus checked using standard testing procedures before being used.

**G) USE OF COMPUTER EQUIPMENT AND NETWORKS**

In order to control the use of the college's computer equipment and reduce the risk of contamination the following will apply:-

- a. The introduction of new software must first of all be checked and authorised by the IT Manager before general use will be permitted.
- b. Only authorised staff should have access to the college's computer equipment and networks
- c. Only authorised software may be used on any of the college's computer equipment and networks.
- d. Only software that is used for business applications may be used unless authorised by the IT department.
- e. No software may be brought onto or taken from the college's premises physically or electronically without prior authorisation.
- f. Unauthorised access to the computer facilities will result in disciplinary action.
- g. Unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.



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## H) E-MAIL AND INTERNET POLICY

### 1. Introduction

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of Internet and E-mail within the college. The Internet and E-mail system have established themselves as an important communications facility within the college and have provided us with contact with professional and academic sources throughout the world. Therefore, to ensure that we are able to utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout.

### 2. Internet

Where appropriate, duly authorised staff are encouraged to make use of the Internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the college name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence. The intellectual property right and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal.

### 3. E-mail

The use of the E-mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure sets out the college's position on the correct use of the E-mail system.

### 4. Procedures - Authorised Use

- a. Unauthorised or inappropriate use of the E-mail system may result in disciplinary action which could include summary dismissal.
- b. The E-mail system is available for communication and matters directly concerned with the legitimate business of the college. Employees using the E-mail system should give particular attention to the following points:-
  - i) all comply with college communication standards;
  - ii) Flame mails (i.e. E-mails that are abusive) must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
  - iii, if E-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The college will be liable for infringing copyright or any defamatory information that is circulated either within the college or to external users of the system; and
  - iv) offers or contracts transmitted by E-mail are as legally binding on the college as those sent on paper.

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- c. The college will not tolerate the use of the E-mail system for unofficial or inappropriate purposes, including:-
- i) any messages that could constitute bullying, harassment or other detriment;
  - ii) excessive personal use which has a detrimental effect on your work (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
  - iii) on-line gambling;
  - iv) accessing or transmitting pornography;
  - v) transmitting copyright information and/or any software available to the user;  
or
  - vi) posting confidential information about other employees, the college or its customers or suppliers.

**I) COMPLIANCE WITH PREVENT DUTY LEGISLATION**

The college is legally required as an educational institution to comply with the Prevent Duty under Section 26 of the Counter-Terrorism and Security Act (2015). In fulfilling its legal obligations, the college maintains its commitment to

- a. secure and protect the rights of academics, students and staff to hold, articulate and act upon their political, religious and ideological opinions at all times, within the law, and subject only to their contractual agreements and terms of employment.
- b. respect the rights of academics, students and staff to confidentiality and privacy at all times, in the absence of a risk of serious crime, subject only to their contractual agreements and terms of employment.
- c. ensure that the implementation of its PREVENT duty does not undermine, and remains subject to, the rights of academics, students, staff and visiting speakers under existing law, including the Education (No 2) Act 1986, the Human Rights Act 1998 and data protection legislation.

The college's Prevent Policy document can be found in the Policy Documents section of the college website. The college officer responsible for addressing concerns relating to radicalisation (either of staff, or by them) is the Bursar.

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## **STANDARDS**

### **A) OPERATIONAL EFFICIENCY**

1. We maintain a policy of "operational efficiency" which is essential to the cost-effective and efficient running of all our operations.
2. You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:-
  - a. handle equipment and stock with care; and
  - b. start with the minimum of delay after arriving for work and after breaks.
3. The following provision is an express written term of your contract of employment:-
  - a. any damage to vehicles, stock or property (including non-statutory safety equipment) that is the result of your negligence or deliberate vandalism or wilful damage will render you liable to pay the full or part of the cost of repair or replacement;
  - b. any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to re-imburse to us the full or part of the cost of the loss; and
  - c. in the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess up to a maximum of £250.00.
4. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

### **B) STANDARDS OF DRESS**

As you are liable to come into contact with students and members of the public and tourists, it is important that you present a professional image with regard to appearance and standards of dress. Where uniforms are provided, these must be worn at all times whilst at work and laundered on a regular basis. Where uniforms are not provided, you should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times.

### **C) HOUSEKEEPING**

Both from the point of view of health, safety and of appearance, work areas must be kept clean and tidy at all times.

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## **HEALTH, SAFETY, WELFARE AND HYGIENE**

### **A) SAFETY**

1. You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
2. You must not take any action that could threaten the health or safety of yourself, other employees, customers or members of the public.
3. Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.
4. You should report all accidents and injuries at work, no matter how minor, in the accident book that can be found in the Lodge or with the Caretakers.
5. You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

### **B) NO SMOKING POLICY**

Our policy of no smoking must be observed at all times. On the main College site, smoking is only permitted in Holywell Quad.

### **C) ALCOHOL & DRUGS POLICY**

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the college and/or the health and safety of our employees.

The effects of alcohol and drugs can be numerous:-

(These are examples only and not an exhaustive list).

- a. absenteeism (e.g. unauthorised absence, lateness, excessive levels of sickness, etc.);
- b. higher accident levels (e.g. at work, elsewhere, driving to and from work); and
- c. work performance (e.g. difficulty in concentrating, tasks taking more time, making mistakes, etc.).

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

### **D) HYGIENE**

1. Any exposed cut or burn must be covered with a first-aid dressing.
2. If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
3. Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

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**E) HYGIENE FOR FOOD HANDLERS**

1. You must wash your hands immediately before commencing work and after using the toilet.
2. Any cut or burn on the hand or arm must be covered with an approved visible dressing.
3. Head or beard coverings and overalls/uniforms, where provided, must be worn at all times.
4. No jewellery should be worn, other than plain band wedding rings, without the permission of your Line Manager.
5. You should not wear excessive amounts of make-up or perfume and nail varnish should not be worn. Nails should be kept clean and short.
6. If you are suffering from an infectious or contagious disease or illness, or have a bowel disorder, boils, skin or mouth infection, you must not report for work without clearance from your own doctor.
7. Contact with any person suffering from an infectious or contagious disease must be reported and you must have clearance from your own doctor before commencing work.
8. You must report to your Line Manager before commencing work.
9. You must attend regular food hygiene training

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## GENERAL TERMS OF EMPLOYMENT, INFORMATION AND PROCEDURES

### A) CHANGES IN PERSONAL DETAILS

You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.

### B) OTHER EMPLOYMENT

If you already have any other employment or are considering any additional employment you must notify us so that we can discuss any implications arising from the current working time legislation.

### C) TIME OFF

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of your Line Manager and will normally be with pay.

### D) BEREAVEMENT LEAVE

Individuals' reactions to bereavement vary greatly and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with your Line Manager or Head of Department and agree appropriate time off, which will normally be with pay.

### E) TRAVEL EXPENSES

We will reimburse you for any reasonable expenses incurred whilst travelling on college business. You must provide receipts for any expenditure.

### F) EMPLOYEES' PROPERTY

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight (Caretakers have separate arrangements).

### G) LOST PROPERTY

Articles of lost property should be handed to the Lodge who will retain them whilst attempts are made to discover the owner.

### H) PARKING

Details regarding parking are available from the Bursar.

### I) TELEPHONE CALLS/MOBILE PHONES

Telephones are essential for our college activities. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing calls can only be made with the prior permission of your Line Manager. Personal mobile phones should be switched off during working hours unless agreed otherwise with your Line Manager.

### J) BUYING OR SELLING OF GOODS

You are not allowed to buy or sell goods on your own behalf on our premises or during your working hours.

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**K) COLLECTIONS FROM EMPLOYEES**

Unless specific authorisation is given by an appropriate Line Manager, no collections of any kind are allowed on our premises.

**L) MEALS**

All College employees are entitled to a free meal if they are at work over a meal time provided the kitchens are open.

**M) THIRD PARTY INVOLVEMENT**

We reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance (this is not an exhaustive list). You agree to permit us to share any relevant sensitive data where it is necessary for the purposes of that hearing.

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## WHISTLE-BLOWERS

### A) INTRODUCTION

Under certain circumstances, employees are protected from suffering any detriment or termination of employment if they make disclosures about organisations for whom they work.

### B) QUALIFYING DISCLOSURES

1. Certain disclosures are prescribed by law as “qualifying disclosures”. A “qualifying disclosure” means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the company has committed a “relevant failure” by:
  - a) committing a criminal offence;
  - b) failing to comply with a legal obligation;
  - c) a miscarriage of justice;
  - d) endangering the health and safety of an individual;
  - e) environmental damage; or
  - f) concealing any information relating to the above.
2. These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The company will take any concerns that you may raise relating to the above matters very seriously.
3. The Employment Rights Act 1996 provides protection for workers who ‘blow the whistle’ where they reasonably believe that some form of illegality, injustice or breach of health and safety has occurred or is likely to occur. The disclosure has to be “in the public interest”. We encourage you to use the procedure to raise any such concerns.

### C) THE PROCEDURE

1. In the first instance you should report any concerns you may have to the Bursar who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate official organisation or regulatory body.
2. If you do not report your concerns to the Bursar you should take them direct to the appropriate organisation or body.

### D) TREATMENT BY OTHERS

Bullying, harassment or any other detrimental treatment afforded to a colleague who has made a qualifying disclosure is unacceptable. Anyone found to have acted in such a manner will be subject to disciplinary action.



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## **CAPABILITY PROCEDURES**

### **A) INTRODUCTION**

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

### **B) JOB CHANGES/GENERAL CAPABILITY ISSUES**

1. If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.
2. If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.
3. If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.
4. If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

### **C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES**

1. Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.
2. There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

### **D) SHORT SERVICE STAFF**

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal but you will retain the right to a hearing and you will have the right to appeal.

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## **DISCIPLINARY PROCEDURES**

### **A) INTRODUCTION**

1. It is necessary to have a minimum number of rules in the interests of the whole organisation.
2. The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.
3. Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
4. The following rules and procedures should ensure that:-
  - a. the correct procedure is used when requiring you to attend a disciplinary hearing;
  - b. you are fully aware of the standards of performance, action and behaviour required of you;
  - c. disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
  - d. you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;
  - e. other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee at all stages of the formal disciplinary process;
  - f. you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
  - g. if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

### **B) DISCIPLINARY RULES**

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook, a breach of other specific conditions, procedures, rules etc. that are contained within this handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

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## **C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT**

(These are examples only and not an exhaustive list.)

You will be liable to disciplinary action if you are found to have acted in any of the following ways:-

- a. failure to abide by the general health and safety rules and procedures;
- b. smoking in designated non smoking areas;
- c. unauthorised consumption of alcohol on the premises;
- d. persistent absenteeism and/or lateness;
- e. unsatisfactory standards or output of work;
- f. rudeness towards members of College, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- g. failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- h. unauthorised use of E-mail and Internet;
- i. failure to carry out all reasonable instructions or follow the College rules and procedures;
- j. unauthorised use or negligent damage or loss of our property;
- k. failure to report immediately any damage to property or premises caused by you;
- l. use of our vehicles without approval or the private use of the College vehicles without authorisation;
- m. failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs;
- n. if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
- o. carrying unauthorised goods or passengers in the College vehicles or the use of our vehicles for personal gain; and
- p. loss of driving licence where driving on public roads forms an essential part of the duties of the post.

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## D) SERIOUS MISCONDUCT

1. Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.
2. You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

## E) RULES COVERING GROSS MISCONDUCT

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:-

- a. theft or fraud;
- b. physical violence or bullying;
- c. deliberate damage to property;
- d. deliberate acts of unlawful discrimination or harassment;
- e. possession, or being under the influence, of drugs\* at work; and
- f. breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

\*For this purpose, the term 'drugs' is used to describe **both** illegal drugs and other psychoactive (mind-altering) substances which may or may not be illegal.

(The above examples are illustrative and do not form an exhaustive list.)

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**F) DISCIPLINARY PROCEDURE**

1. Disciplinary action taken against you will be based on the following procedure:-

<b>OFFENCE</b>	<b>FIRST OCCASION</b>	<b>SECOND OCCASION</b>	<b>THIRD OCCASION</b>	<b>FOURTH OCCASION</b>
<b>UNSATISFACTORY CONDUCT</b>	Formal verbal warning	Written warning	Final written warning	Dismissal
<b>MISCONDUCT</b>	Written warning	Final written warning	Dismissal	
<b>SERIOUS MISCONDUCT</b>	Final written warning	Dismissal		
<b>GROSS MISCONDUCT</b>	Dismissal			

2. We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal but you will retain the right to a disciplinary hearing and you will have the right of appeal.
3. If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you.
4. In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

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## **G) DISCIPLINARY AUTHORITY**

The operation of the disciplinary procedure contained, in the previous section, is based on the following authority for the various levels of disciplinary action. However, the list does not prevent a higher or lower level of seniority, in the event of the appropriate level not being available, or suitable, progressing any action at whatever stage of the disciplinary process.

Formal verbal warning	Line Manager/Head of Department/College Officer
Written warning	Line Manager/Head of Department/College Officer
Final written warning	Head of Department/College Officer
Dismissal	College Officer/Principal

## **H) PERIOD OF WARNINGS**

### **1. Formal verbal warning**

A formal verbal warning will normally be disregarded for disciplinary purposes after a three month period.

### **2. Written warning**

A written warning will normally be disregarded for disciplinary purposes after a twelve month period.

### **3. Final written warning**

A final written warning will normally be disregarded for disciplinary purposes after a twelve month period.

## **I) GENERAL NOTES**

1. If you are in a supervisory or managerial position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.
2. In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.
3. Gross misconduct offences will result in dismissal without notice.
4. You have the right to appeal against any disciplinary action.

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## **CAPABILITY/DISCIPLINARY APPEAL PROCEDURE**

1. You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.
2. If you wish to exercise this right you should apply either verbally or in writing to the person stated in the letter advising you of the outcome of capability/disciplinary hearing.
3. An appeal against a formal warning or dismissal should give details of why the penalty imposed is too severe, inappropriate or unfair in the circumstances.
4. The appeal procedure will normally be conducted by a member of staff not previously connected with the process so that an independent decision into the severity and appropriateness of the action taken can be made.
5. If you are appealing on the grounds that you have not committed the offence then your appeal may take the form of a complete re-hearing and reappraisal of all matters so that the person who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.
6. You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice, who may act as a witness or speak on your behalf. The result of the appeal will be made known to you in writing, normally within five working days after the hearing.

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## **GRIEVANCE PROCEDURE**

1. It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
2. Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.
3. You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.
4. If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with your Line Manager, explaining fully the nature and extent of your grievance. If your grievance is with your Line Manager, you should raise the matter with your Line Manager's Line Manager. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
5. If you wish to appeal you must inform the person stated in the letter advising you of the outcome of your grievance within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the college will be represented by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting).
6. Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.



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## **PERSONAL HARASSMENT POLICY AND PROCEDURE**

### **A) INTRODUCTION**

1. Harassment or victimisation on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.
2. Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.
3. We recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

### **B) POLICY**

1. We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.
2. We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.
3. We recognise that we have a duty to implement this policy and all employees are expected to comply with it.

### **C) EXAMPLES OF PERSONAL HARASSMENT**

Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one employee towards another and examples of harassment include:

- a. insensitive jokes and pranks;
- b. lewd or abusive comments about appearance;
- c. deliberate exclusion from conversations;
- d. displaying abusive or offensive writing or material;
- e. unwelcome touching; and
- f. abusive, threatening or insulting words or behaviour.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of personal harassment.

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## **D) COMPLAINING ABOUT PERSONAL HARASSMENT**

### **1. Informal complaint**

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the Home Bursar or Bursar, who will be responsible for investigating the matter if it becomes a formal complaint.

If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

### **2. Formal complaint**

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of your Manager as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:-

- a. the name of the alleged harasser;
- b. the nature of the alleged harassment;
- c. the dates and times when the alleged harassment occurred;
- d. the names of any witnesses; and
- e. any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

On conclusion of the investigation, which will normally be within ten working days of the meeting with you, the decision of the investigator detailing the findings will be sent to you, in writing.

You have the right to appeal against the findings of the investigator, in accordance with the appeal provisions of the grievance procedure.

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**E) GENERAL NOTES**

1. If the decision is that the allegation is well founded, the harasser will be liable to disciplinary action, in accordance with our disciplinary procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
2. If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if it is concluded that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.
3. Employees are entitled to complain of behaviour that they find offensive even if it is not directed at them, and the complainant need not possess the relevant protected characteristic themselves.

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## **EQUAL OPPORTUNITIES POLICY**

### **A) STATEMENT OF POLICY**

1. We recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and procedure, we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.
2. The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.
3. We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.
4. The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
5. The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.
6. We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

### **B) RECRUITMENT AND SELECTION**

1. The recruitment and selection process is crucially important to any equal opportunities policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
2. Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.
3. Job descriptions, where used, will be revised to ensure that they are in line with our equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications.
4. We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
5. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
6. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.
7. All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.
8. Short listing and interviewing will be carried out by more than one person where possible.
9. Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.

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10. We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.

11. Selection decisions will not be influenced by any perceived prejudices of other staff.

**C) TRAINING AND PROMOTION**

1. Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.

2. All promotion will be in line with this policy.

**D) MONITORING**

1. We will maintain and review the employment records of all employees in order to monitor the progress of this policy.

2. Monitoring may involve:-

a. the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;

b. the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and

c. recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.

3. The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

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## **TERMINATION OF EMPLOYMENT**

### **A) RESIGNATIONS**

All resignations by employees must be supplied in writing, stating your reason for resignation.

### **B) RETIREMENT**

Staff may retire at any time they choose. It is important that anyone who wishes to draw a pension from the earlier age of 60 gives the Bursar as much notice as possible of his/her wish to do so because it is necessary for the Pension Fund to be satisfied that College agrees to that earlier retirement if the employee is then to draw the pension without actuarial reduction. This is a rather complicated legal matter and, in order to avoid a situation which could adversely influence the financial position of those who have retired at the earlier age, it is important that they should consult the Bursary a minimum of 6 months before they hope to leave. The above ages and conditions apply equally to men and women.

### **C) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE**

If you terminate your employment without giving or working the required period of notice, as indicated in your individual statement of main terms of employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

### **D) RETURN OF OUR PROPERTY**

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

### **E) POST-TERMINATION RESTRICTIONS**

1. You will not for the first 6 months after the end of your employment with the College directly or indirectly solicit or attempt to solicit orders for services competitive with the College's from any of the College's customers with whom you or any employee for whom you were responsible dealt during the last 12 months of your employment with the College.
2. The Employee shall not either during his/her employment with The College or during the period of 6 months after the date of termination of his/her employment with The College directly or indirectly induce or seek to induce any employee who was employed by The College at the date of termination of employment of The Employee's employment with The College to leave the employment of The College whether or not this would constitute a breach of contract on the part of the aforementioned other employees.
3. Each of the above restrictions is separate and severable from the other. If one is unenforceable for any reason, but would be enforceable if some of its wording were deleted, it shall apply with such deletions as are necessary to make it enforceable.

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## **ANNEX A – STAFF APPRAISAL SYSTEM**

### **1. About our Appraisal Process**

The main purpose of our appraisal purpose is to:

- a. Review your performance against the responsibilities and objectives for your position;
- b. Agree personal goals and objectives for the coming 12 months;
- c. Establish what support is required to help you reach these goals and/or improve your performance; and
- d. Identify individual training and development needs.

### **2. Preparing for your Appraisal**

It is very important that both you and your manager take time to prepare for you appraisal interview and you are asked to fill in the self assessment form. Please give some thought to how you think you have performed since your last appraisal against the goals/targets that were agreed, what personal goals you might like to achieve and any other points you would like to discuss.

Your manager will notify you of the date and time of the interview, give you a copy of the Appraisal form and be available for any advice or support you may need in your preparation.

### **3. After the Appraisal**

Shortly after the interview, your manager will give you the completed Appraisal form for you to check and sign – please return this without delay.

You will be given a copy of the completed Appraisal form and the original will be kept in your personal file.

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**ANNEX A – STAFF APPRAISAL SYSTEM**

**ANNUAL REVIEW – *Private and Confidential***

<b>Name:</b>		<b>Department:</b>	
<b>Position:</b>		<b>Appraisal Date:</b>	
Review period - From		To:	
Time in role - From		To:	

**Section One** – Review of the last year

1. What are the key tasks and objectives you have undertaken during the review period?

2. What do you consider have been your most rewarding achievements in the review period?

3. What have you had most difficulty with and why?

4. Line manager's comments



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**Section 2 – Planning for the year ahead**

5. What are your training and development needs?

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6. What are your personal and team objectives for the year?

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7. What can the College do further to support you?

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Signed: (employee)	Date:
Signed: (appraiser)	Date:
Signed: (counter-signatory) <i>Appraisal forms must be countersigned by the appraiser's line manager.</i>	Date: