



EMPLOYEE HANDBOOK

Hertford College Oxford

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Employee Handbook Issues And Updates

Pages	Issue Number	Date
1 – 44	1	July 2011
4,5,24,25,26,33,36,38	2	March 2013
1,2,10,12,15,20,21,31	3	May 2013
8,24,30,31,32,35,38	4	January 2016
7,8,18,23,24,28,34,35	5	July 2016
1-40	6	Re-launched May 2017
24	7	October 2017
4,5,6,7,10,14,17,18,19,23,31	8	February 2018
7,14, 24,37	9	May 2018

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.

Joining Our Organisation

A) PROBATIONARY PERIOD

You join us on an initial probationary period as advised by your appointment letter. 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 does not meet the required standard, or for some other reason 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) EMPLOYEE TRAINING

At the commencement of your employment you will receive an induction for your specific job, and as your employment progresses your skills may be extended to encompass new job activities within the business. It is a condition of your employment that you participate in any training deemed necessary by us for you to reach the required levels of attainment standards.

C) INDUCTION

At the start of your employment with our College you are required to complete an induction programme, during which our policies and procedures (including Health and Safety) will be explained to you. Information relating to these will be given to you at the induction.

D) JOB DESCRIPTION

Amendments may be made to your job description from time to time in relation to our changing needs and your own ability.

E) PERFORMANCE AND REVIEW

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

F) 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.

G) 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.

H) TRAINING AGREEMENT

The College has a policy of encouraging its employees to undertake training in order to further their career and/or development within the organisation along with maintaining existing qualifications where appropriate. This will include assisting with costs of the training. However, in the event of termination of employment, for whatever reason, the College will seek reimbursement of the costs in line with the Training Agreement. Further details are available separately.

I) DISCLOSURE AND BARRING CERTIFICATE(S)

Your initial employment may be conditional upon the provision of a satisfactory Disclosure and Barring Certificate of a level appropriate to your post. You will be required to consent to subsequent criminal record checks from time to time during your employment as deemed appropriate by the College. In the event that such certificate(s) are not supplied your employment with us will be terminated.

J) CONVICTIONS AND OFFENCES

During your employment, you are required to immediately report to the College any convictions or offences with which you are charged, including traffic offences.

K) 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 and/or Disclosure Scotland to help assess the suitability of applicants for positions of trust, we comply fully with the Disclosure and Barring Service/Disclosure Scotland Code of Practice regarding the correct handling, use, storage, retention and disposal of disclosures and disclosure information. We also comply fully with our obligations under the Data Protection Act.
- 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.
- 3) 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.
- 4) 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.
- 5) 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 Disclosure and Barring Service/Disclosure Scotland will be consulted and full consideration will be given to the data protection and human rights of the individual.
- 6) 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.

Salaries and Wages, etc

A) ADMINISTRATION

1) Payment

- a) For all staff the pay period is the calendar month. Basic salaries are paid on or before the 16th 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 must attend for work punctually at the specified time(s) and you are required to comply strictly 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 Employee Handbook.
- 3) Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

C) PENSION SCHEME

The College has contributory pension schemes (OSPS and USS), details of which are available separately.

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. More information regarding the pension plans is available from the Bursary.

The contact details for the USS and OSPS pension plans are available from the Bursary.

Holiday Entitlement and Conditions

A) ANNUAL HOLIDAYS

- 1) Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (contract).
- 2) It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. Any carryover of holidays will need to be agreed in advance by your Line Manager. No payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment, except where agreed by your Line Manager.
- 3) You should give at least three months' notice of your intention to take holidays of a week or more and one week's notice is required for odd single days, unless agreed by your Line Manager.
- 4) You may not normally take more than three working weeks consecutively.
- 5) The holiday year runs from 1st October to 30th September in any given year – holidays are booked on a first come, first served basis. The College uses an electronic absence booking system for requesting leave.

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.

Entitlements are pro-rata for part time employees.

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. The College uses an online electronic absence management system for you to log your health-related absence.
- 2) You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. The notification procedures should be followed on each day of absence unless you are covered by a medical certificate. Notification via a work colleague is not acceptable.
- 3) If your incapacity extends to more than 7 calendar days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

B) EVIDENCE OF INCAPACITY

- 1) Medical certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including 7 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 7 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 HR/your Line Manager/the Bursary without delay. Subsequently you must supply us with consecutive 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 HR 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 (inclusive of probationary period)

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.

The job will normally be kept open for not more than 12 months from the start of the illness, provided medical evidence is available that return within that period is probable.

- iv. Staff with under 3 months' service 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.
- 3) 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.
- 4) 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.
- 5) 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 consultant and/or for you to be independently medically examined.

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SICKNESS SELF CERTIFICATION FORM

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.

LAST NAME:	
FIRST NAME:	
DEPARTMENT:	
	SICKNESS ABSENCE
FROM:	dd/mm/yy
TO:	dd/mm/yy
FIRST DAY BACK AT WORK:	dd/mm/yy
Details of sickness or injury	
<p>Did you consult a Doctor? YES/NO.</p> <p>If YES please give details of: Doctor's name, address, date of visit, treatment received and any current treatment.</p> <p>If NO please state why not.</p>	
Declaration	
<p>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.</p> <p>I acknowledge that false information will result in disciplinary action.</p> <p>I hereby give my employer permission to verify the above information.</p>	
Signed _____ (employee)	Acknowledged _____ (for employer)
Date _____	
Welcome Back interview held by LINE MANAGER SIGNATURE DATE.....	

Safeguards

A) RIGHTS OF SEARCH

- 1) Although the College does not have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business, we 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 our business, 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 business 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.

E) DATA PROTECTION ACT

In accordance with the General Data Protection Regulation (GDPR), Hertford College has implemented a privacy notice to inform you, as a prospective employee of our College, of the types of data we will process about you. We also include within this notice the reasons for processing your data, the lawful basis that permits us to process it, how long we keep your data for and your rights regarding your data. This Privacy Notice can be found on our website at this address: <https://www.hertford.ox.ac.uk/privacy>

You are required to comply with all company policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.

F) 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.

K) 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.

Standards

A) OPERATIONAL EFFICIENCY

- 1) We maintain a policy of operational efficiency which is essential to the cost-effective and efficient running of our organisation.
- 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 machines, 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 carelessness, negligence or deliberate vandalism 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 reimburse 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, 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 safety and of appearance, work areas must be kept clean and tidy at all times.

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, clients 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, injuries and near-miss incidents at work, no matter how minor. Such occurrences should be noted in the incident log in the lodge.
- 5) You must ensure that you are aware of our fire and evacuation procedures and the actions you should take in the event of such an emergency.

B) 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 business 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.

C) NO SMOKING POLICY

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

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.

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.

F) FITNESS FOR WORK

If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others, and send you away for the remainder of the day with or without pay and, dependent on the circumstances, you may be liable to disciplinary action.

G) MANUAL HANDLING

You are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which may make you more vulnerable to injury.

Communications Policy

A) INTRODUCTION

- 1) IT and Communication plays an essential role in the conduct of our business. The IT infrastructure including e-mail and internet access have therefore significantly improved business operations and efficiencies.
- 2) How you communicate with people not only reflects on you as an individual but also on us as a business. As a result of this the College values your ability to communicate with colleagues, students, clients/customers and business contacts but we must also ensure that such systems and access are managed correctly, not abused in how they are used or what they are used for.
- 3) This policy applies to all members of the College who use our communications facilities, whether full or part-time employees, contract staff or temporary staff. The parameters and restrictions are outlined below and you are required to read them carefully.

B) GENERAL PRINCIPLES

- 1) You must use our information technology and communications facilities sensibly, professionally, lawfully, consistently with your duties and in accordance with this policy and other College rules and procedures.
- 2) At all times employees must behave with honesty and integrity and respect the rights and privacy of others in relation to electronic communication and information. The College reserves the right to maintain all electronic communication and files.
- 3) Every employee will be given access to the Intranet and/or Internet as appropriate to their job needs. For those who do not have daily PC access occasional access will be arranged, as necessary, by Management.
- 4) All PC/network access will be through passwords, and no individual is permitted onto the system using another employee's password. Employees are not permitted to share their password with anyone inside or outside the College. Individuals will be allowed to set their own passwords, and must change them as frequently as requested by the system set-up requirements.
- 5) All information relating to our clients/customers and our business operations is confidential. You must treat our paper-based and electronic information with utmost care.
- 6) Many aspects of communication are protected by intellectual property rights which can be infringed in a number of ways. Downloading, copying, possessing and distributing material from the internet may be an infringement of copyright or of other intellectual property rights.
- 7) Particular care must be taken when using e-mail as a means of communication because all expressions of fact, intention and opinion in an e-mail may bind you and/or the College and can be produced in court in the same way as other kinds of written statements.
- 8) If you are speaking with someone face to face, via the telephone, in writing via whatever medium you are a representative of the College. Whilst in this role you should not express any personal opinion that you know or suspect might be contrary to the opinions of the Trustees or College policy.
- 9) You must not use any of our media to do or say anything which would be subject to disciplinary or legal action in any other context such as sending any sexist, racist, defamatory or other unlawful material. If you are in doubt about a course of action, take advice from a member of management.

C) USE OF ELECTRONIC MAIL

1) Business use

Always use the "Bcc" box when mailing to groups whenever the members of the group are unaware of the identity of all the others (as in the case of marketing mailing lists), or where you judge that the membership of the group of one or more individuals should perhaps not be disclosed to the others (as in the case of members of a staff benefit scheme), because if you use the "Cc" box each recipient is informed of the identity (and in the case of external recipients, the address) of all the others. Such a disclosure may breach any duty of confidence owed to each recipient, breach the College's obligations under the General Data Protection Regulation and Data Protection Act or may inadvertently disclose confidential business information such as a marketing list. This applies to both external and internal e-mail.

Expressly agree with the customer/client that the use of e-mail is an acceptable form of communication bearing in mind that if the material is confidential, privileged or commercially sensitive then un-encrypted e-mail is not secure.

If you have sent an important document, always telephone to confirm that the e-mail has been received and read.

In light of the security risks inherent in web-based e-mail accounts, you must not e-mail business documents to your personal web-based accounts. You may send documents to a customer's/client's web-based account if you have the customer's/client's express written permission to do so. However, under no circumstances should you send sensitive or highly confidential documents to a customer's/client's personal web-based e-mail account (e.g. Yahoo, or Hotmail), even if the customer/client asks you to do so.

2) Personal use

- a) Although our e-mail facilities are provided for the purposes of our business, we accept that you may occasionally want to use them for your own personal purposes. This is permitted on condition that all the procedures and rules set out in this policy are complied with. Be aware, however, that if you choose to make use of our facilities for personal correspondence, the College may need to monitor communications for the reasons shown below.
- b) Under no circumstances may the College's facilities be used in connection with the operation or management of any business other than that of the College or a customer/client of the College unless express permission has been obtained from a member of management.
- c) You must ensure that your personal e-mail use:
 - does not interfere with the performance of your duties;
 - does not take priority over your work responsibilities;
 - does not cause unwarranted expense or liability to be incurred by the College or our clients;
 - does not have a negative impact on our business in any way; and
 - is lawful and complies with this policy.
- d) 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) on-line gambling;
- (iii) accessing or transmitting pornography;
- (iv) transmitting copyright information and/or any software available to the user; or
- (v) posting confidential information about other employees, the College or its customers or suppliers.

D) USE OF INTERNET AND INTRANET

- 1) We trust you to use the internet sensibly. Although internet facilities are provided for the purposes of our business, we accept that you may occasionally want to use them for your own personal purposes. This is permitted on condition that all the procedures and rules set out in this policy are complied with and your use of the internet does not interfere in any way with the performance of your duties.
- 2) Whenever you access a web site, you should always comply with the terms and conditions governing its use. Care must be taken in the use of information accessed through the Internet. Most information is unregulated, and as such there is no guarantee of accuracy.
- 3) 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.
- 4) You must not:
 - a) use any images, text or material which are copyright-protected, other than in accordance with the terms of the license under which you were permitted to download them;
 - b) introduce packet-sniffing or password-detecting software;
 - c) seek to gain access to restricted areas of the College's network;
 - d) access or try to access data which you know or ought to know is confidential;
 - e) introduce any form of computer virus; nor
 - f) carry out any hacking activities.

E) 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; and
- b) all software must be virus checked using standard testing procedures before being used.

F) USE OF COMPUTER EQUIPMENT

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 a member of management or a client's nominated senior member of management before general use will be permitted.
- b) Only authorised staff should have access to the College's computer equipment.

- c) Only authorised software may be used on any of the College's computer equipment.
- d) Only software that is used for business applications may be used.
- e) No software may be brought onto or taken from the College's premises without prior authorisation.
- f) Unauthorised access to the computer facility 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.

G) SYSTEM SECURITY

- 1) Security of our IT systems is of paramount importance. We owe a duty to all of our members and customers/clients to ensure that all of our business transactions are kept confidential. If at any time we need to rely in court on any information which has been stored or processed using our IT systems it is essential that we are able to demonstrate the integrity of those systems. Every time you use the system you take responsibility for the security implications of what you are doing.
- 2) The College's system or equipment must not be used in any way which may cause damage, or overloading or which may affect its performance or that of the internal or external network.

Keep all confidential information secure, use it only for the purposes intended and do not disclose it to any unauthorised third party.

H) WORKING REMOTELY

- 1) This part of the policy and the procedures in it apply to your use of our systems, to your use of our laptops, and also to your use of your own computer equipment or other computer equipment (e.g. client's equipment) whenever you are working on College business away from our premises (working remotely).
- 2) When you are working remotely you must:
 - a) password protect any work which relates to our business so that no other person can access your work;
 - b) position yourself so that your work cannot be overlooked by any other person;
 - c) take reasonable precautions to safeguard the security of our laptop computers and any computer equipment on which you do College business, and keep your passwords secret;
 - d) inform the police and the College as soon as possible if either a College laptop in your possession or any computer equipment on which you do our work has been stolen; and
 - e) ensure that any work which you do remotely is saved on the College system or is transferred to our system as soon as reasonably practicable.
- 3) PDAs or similar hand-held devices are easily stolen and not very secure so you must password-protect access to any such devices used by you on which is stored any personal data of which the College is a data controller or any information relating our business, our clients or their business.

I) PERSONAL TELEPHONE CALLS/ MOBILE PHONES

- 1) Telephones are essential for our business. Incoming/outgoing personal telephone calls using the College's equipment are allowed but should be kept to a minimum. We reserve the right to recharge for excessive personal use. When visiting or working on client premises you should always seek permission before using our clients' telephone facilities.

- 2) Personal mobile phones should be switched off or 'on silent' during working hours and only used during authorised breaks.

J) MONITORING OF COMMUNICATIONS BY THE COLLEGE

- 1) The College is ultimately responsible for all business communications but subject to that will, so far as possible and appropriate, respect your privacy and autonomy. The College may monitor your business communications for reasons which include:
 - a) providing evidence of business transactions;
 - b) ensuring that our business procedures, policies and contracts with staff are adhered to;
 - c) complying with any legal obligations;
 - d) monitoring standards of service, staff performance, and for staff training;
 - e) preventing or detecting unauthorised use of our communications systems or criminal activities; and
 - f) maintaining the effective operation of College communication systems.
- 2) From time to time the College may monitor telephone, e-mail and internet traffic data (i.e. sender, receiver, subject; non-business attachments to e-mail, numbers called and duration of calls; domain names of web sites visited, duration of visits, and non-business files downloaded from the internet) at a network level (but covering both personal and business communications). This includes monitoring of any additional accounts you may be requested to set up for the purposes of performing your work tasks, which are subject to the same rules as your work email account. Information acquired through such monitoring may be used as evidence in disciplinary proceedings.
- 3) Sometimes it is necessary for us to access your business communications during your absence, such as when you are away because you are ill or while you are on holiday.

K) DATA PROTECTION

- 1) As an employee using our communications facilities, you will inevitably be involved in processing personal data for the College as part of your job. Data protection is about the privacy of individuals, and is governed by the General Data Protection Regulation and current Data Protection Act.
- 2) Whenever and wherever you are processing personal data for the College you must keep this secret, confidential and secure, and you must take particular care not to disclose such data to any other person (whether inside or outside the College) unless authorised to do so. Do not use any such personal data except as authorised by us for the purposes of your job. If in doubt ask a member of management.
- 3) The Act gives every individual the right to see all the information which any data controller holds about them. Bear this in mind when recording personal opinions about someone, whether in an e-mail or otherwise. It is another reason why personal remarks and opinions made should be given responsibly, must be relevant and appropriate as well as accurate and justifiable.
- 4) For your information, the Act provides that it is a criminal offence to obtain or disclose personal data without the consent of the data controller. "Obtaining" here includes the gathering of personal data by employees at work without the authorisation of the employer. You may be committing this offence if without authority of the College: you exceed your authority in collecting personal data; you access personal data held by us; or you pass them on to someone else (whether inside or outside the College).

L) USE OF SOCIAL NETWORKING SITES

Any work related issue or material that could identify an individual who is a customer/client or work colleague, which could adversely affect the College a customer/client or our relationship with any customer/client must not be placed on a social networking site. This means that work related matters must not be placed on any such site at any time either during or outside of working hours and includes access via any computer equipment, mobile phone or PDA.

Any work content or material, or contacts or connections list, created by you during the course of your employment, on any of your authorised social networking sites (ownership of which vests in the College) shall remain, at all times, the property of the College. Accordingly, upon termination of your employment, you shall hand over to the College, the access rights to your accounts, together with any work content or material, and any contacts or connections list.

M) CONFIDENTIALITY

Employees are not permitted to register with sites or electronic services in the College's name without the prior permission of their manager. They are not permitted to reveal internal College information to any sites, be it confidential or otherwise, or comment on College matters, even if this is during after-hours or personal use. The College confidentiality policy applies to all electronic communication and data.

N) COMPLIANCE WITH THIS POLICY

- 1) Failure to comply with this policy may result in disciplinary action being taken against you. If there is anything in this policy that you do not understand, please discuss it with a member of management.
- 2) Please note that the procedures and policies outlined in this policy, and in any related policy, may be reviewed or changed at any time.

General Terms 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) 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.

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 pay¹; followed by 13 weeks' statutory maternity pay²; followed by 13 weeks' unpaid leave. Total = 52 weeks' leave.

¹ inclusive of any statutory maternity pay which is due.

² 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 pay¹; followed by 13 weeks statutory paternity pay²; followed by 13 weeks unpaid leave³. Total = 26 weeks' leave.

¹ 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.

² 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.

³ 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).

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.

E) 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.

F) PARENTAL/SHARED PARENTAL LEAVE

If you are entitled to take parental leave or shared parental leave in respect of the current statutory provisions, you should discuss your needs with your Line Manager 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.

G) TIME OFF FOR DEPENDANTS

You may be entitled to take a reasonable amount of unpaid 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.

H) BEREAVEMENT LEAVE

Reactions to bereavement may vary greatly according to individual circumstances and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with your Line Manager and agree appropriate time off.

I) TRAVEL EXPENSES

We will reimburse you for any reasonable expenses incurred whilst travelling on our business. The rules relating to travelling expenses will be issued separately. You must provide receipts for any expenditure.

J) 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.

K) TELEPHONE CALLS / MOBILE PHONES

Personal telephone calls, both incoming and outgoing are only allowed in the case of emergency. Permission to make outgoing personal calls should be sought from your Line Manager. Personal mobile phones should be switched off during working hours, unless agreed with your Line Manager.

It is illegal to use a mobile phone without a hands-free set whilst driving. It is our policy that you should not use any mobile phone whilst driving without a hands-free set. You should pull over to the side of the road in an appropriate place before making or receiving any telephone calls. In the event of being unable to pick up a call because you cannot find a safe place to park, you must return the call as soon as conveniently possible.

L) COLLEGE MOBILE PHONES

The College mobile phones are to be used for business purposes only except in the case of an emergency. Therefore, any unauthorised personal use may be repayable by you and may result in disciplinary action in accordance with our procedures. The College reserves the right to deduct the appropriate sums from your pay in the event that repayments are not made. The College reserves the right to monitor all communications made on College mobile phones in order to ensure compliance with our policies and procedures.

M) 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.

N) COLLECTIONS FROM EMPLOYEES

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

O) MEALS

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

P) BEHAVIOUR AT WORK

You should behave with civility towards fellow employees, and no rudeness will be permitted towards clients or members of the public. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action.

You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs.

Any involvement in activities which could be construed as being in competition with us is not allowed.

Q) DRIVING LICENCE

If driving is a necessary part of your role it is imperative that you maintain a valid driving licence suitable for the vehicle you operate at all times during your employment. You are required upon request to produce your driving licence to the management. We may also require you to provide us with the ability to access your driving licence details online. If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately. If you are required to drive as part of your job and we are unable to find alternative employment, your employment may be terminated.

R) CAR INSURANCE

If your position requires you to use your own car for business purposes, you must ensure that your car insurance provides adequate cover. Proof of adequate insurance, Driving Licence, Tax and an MOT Certificate must be produced for scrutiny by the College, upon renewal and at any time when so requested.

S) THIRD PARTY INVOLVEMENT

We reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance, or other. We will seek your consent at the relevant time to share relevant 'special categories of data' where it is necessary for the purposes of that hearing.

T) RECORDING OF FORMAL MEETINGS

We reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request.

Anti-Bribery Policy

A) INTRODUCTION

Bribery is a criminal offence. The College prohibits any form of bribery. We require compliance, from everyone connected with our business, with the highest ethical standards and anti-bribery laws applicable. Integrity and transparency are of utmost importance to us and we have a zero tolerance attitude towards corrupt activities of any kind, whether committed by employees or by third parties acting for or on behalf of the College.

B) POLICY

It is prohibited, directly or indirectly, for any employee or person working on our behalf to offer, give, request or accept any bribe i.e. gift, loan, payment, reward or advantage, either in cash or any other form of inducement, to or from any person or College in order to gain commercial, contractual or regulatory advantage for the College, or in order to gain any personal advantage for an individual or anyone connected with the individual in a way that is unethical.

C) SUSPICION

If we suspect that you have committed an act of bribery or attempted bribery, an investigation will be carried out and, in line with our disciplinary procedure where appropriate, action may be taken against you which may result in your dismissal, or the cessation of our business arrangement with you.

D) REPORTING

If you, as an employee or person working on our behalf, suspect that an act of bribery or attempted bribery has taken place, even if you are not personally involved, you are expected to report this to the Head of Department. You may be asked to give a written account of events.

Staff are reminded of the College's Whistleblowing Policy which is available in this Employee Handbook.

E) GIFTS AND HOSPITALITY

We realise that the giving and receiving of gifts and hospitality as a reflection of friendship or appreciation where nothing is expected in return may occur, or even be commonplace, in our industry. This does not constitute bribery where it is proportionate and recorded properly.

No gift should be given nor hospitality offered by an employee or anyone working on our behalf to any party in connection with our business without receiving prior written approval from your Line Manager.

Similarly, no gift or offer of hospitality should be accepted by an employee or anyone working on our behalf without receiving prior written approval from your Line Manager.

F) RECORD KEEPING

A record will be made by your Line Manager of every instance in which gifts or hospitality are given or received.

As the law is constantly changing, this policy is subject to review and the College reserves the right to amend this policy without prior notice.

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 College 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 College 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 Head of Department 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 Head of Department 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.

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.

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.

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) consumption of alcohol on the premises;

- d) persistent absenteeism and/or lateness;
- e) unsatisfactory standards or output of work;
- f) rudeness towards clients, 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 our 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 our commercial 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 our commercial 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.

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

*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.

- f) breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

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

F) DISCIPLINARY PROCEDURE

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

OFFENCE	FIRST OCCASION	SECOND OCCASION	THIRD OCCASION	FOURTH OCCASION
Unsatisfactory Conduct	Formal verbal warning	Written Warning	Final written warning	Dismissal
Misconduct	Written Warning	Final written Warning	Dismissal	
Serious misconduct	Final written warning	Dismissal		
Gross misconduct	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.
- 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.

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.

ALL EMPLOYEES	
Formal verbal warning	Line Manager/Home Bursar/Head of Department/HR

Written warning	Line Manager/Home Bursar/Head of Department/HR
Final written warning	Head of Department/Home Bursar/HR
Dismissal	Bursar/HR

H) PERIOD OF WARNINGS

- 1) Formal verbal warning

A formal verbal warning will normally be disregarded for disciplinary purposes after a six 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.

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 indicated in your individual Statement of Main Terms of Employment.
- 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. The result of the appeal will be made known to you in writing, normally within five working days after the hearing.

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 the person specified in your Statement of Main Terms of Employment, explaining fully the nature and extent of your grievance. 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 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.

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 but whatever form it takes, personal harassment is always serious and is totally unacceptable.

B) POLICY

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.

C) COMPLAINING ABOUT PERSONAL HARASSMENT

1) Informal 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.

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 Line Manager as a formal written complaint.

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 in writing to you.

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

D) 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.

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.
- 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.

Termination of Employment

A) RESIGNATIONS

All resignations must be supplied in writing to your Line Manager, and to HR, stating the reason for resigning your post.

B) 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.

C) 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.

D) RETURN OF VEHICLES

On termination of your employment you must return any College vehicle in your possession to our premises. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

E) GARDEN LEAVE

If either you or the College serves notice on the other to terminate your employment the College may require you to take “garden leave” for all or part of the remaining period of your employment. During any period of garden leave you will continue to receive your full salary and any other contractual benefits.

E) POST-TERMINATION RESTRICTIONS

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.

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.

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.