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# CLARE HALL

## EMPLOYEE HANDBOOK

### **USING THIS BOOK**

This handbook is a general guide to matters relating to your employment at Clare Hall. Specific terms are contained in your individual Terms and Conditions of Employment.

This handbook has been designed in a loose-leaf format to enable regular updates, which may be necessary to reflect changes in employment legislation or policy. In such cases, the pages will be reprinted and circulated to all staff.

If you have any queries or concerns regarding this handbook, please speak to the Bursar.

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# CLARE HALL

## EMPLOYEE HANDBOOK

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# CLARE HALL

## **WELCOME**

Welcome to Clare Hall, one of the newer Colleges in the University of Cambridge. Founded in 1966, by the Master and Fellows of Clare College, Clare Hall gained a Royal Charter and full collegiate independent status on 22 October 1984.

Clare Hall is a graduate college. Its foundation was inspired by the concept of a centre for advanced study, which would bring together research scholars of different nationalities and academic disciplines, from graduate students to senior professors. It is unique in Cambridge for the importance it attaches to welcoming and incorporating into the fabric of academic life many senior visitors, from all over the world, who spend sabbatical terms here, engaged in study research. Clare Hall welcomes into its community the families of both its students and its Visiting Fellows, and tries to avoid the artificial social conventions of Cambridge's medieval foundations.

Clare Hall is well-known for its wide variety of diverse cultural and academic events held on a regular basis throughout the year. Highlights are the annual Ashby and Tanner Lectures, which draw audiences from all over the University and beyond. Previous speakers include Isabel Allende and Seamus Heaney. There are regular concerts and art exhibitions.



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## INTRODUCTION

The success of any organisation and that of its employees depends very largely on the employees themselves, and so the College looks to you to play your part. The College will continue to play its part.

A particular characteristic of the College is its warm atmosphere and its informality, without undue regard for hierarchy. It nonetheless expects its members, whether Fellows, students or Life Members, and its employees to behave appropriately and professionally at all times.

The College provides equal opportunities and is committed to the principle of equality regardless of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability. The College will apply employment policies that are fair, equitable and consistent with the skills and abilities of its employees and the needs of the College. 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.

The College expects all its members and employees to respect each other's positions and views. The College will not condone any discriminatory act or attitude in the conduct of our business with the public or our employees. Acts of harassment or discrimination on the grounds of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability are disciplinary offences.

The College welcomes you and expresses its sincere hope that you will be happy here as part of the College team. You are asked to study carefully the contents of this employee handbook as, in addition to setting out the College's rules and regulations, it also contains a great deal of helpful information.

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## **JOINING THE COLLEGE**

### **A) PROBATIONARY PERIOD**

You join the College on an initial probationary period as detailed in your letter of appointment. 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, the College 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 have been 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 the changing needs of the College and your own ability. Any such amendments will be discussed and agreed with you before being made.

### **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's policy is to monitor your work performance on a continuous basis so that your strengths can be maximised, and you can be helped to overcome any possible weaknesses.

### **E) APPRAISAL**

Appraisal interviews will be held on an annual basis to allow the College to formally appraise your performance. Appraisals are based on skills, competence and behaviour during the previous 12 months and are intended to provide an opportunity for you to gain valuable feedback from your manager, to identify training needs and to set objectives in a fair, transparent and consistent manner.

### **F) JOB FLEXIBILITY**

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within the College that you may be reasonably expected to undertake and which are within your level of skill/competency. 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 the College to operate efficiently and gain maximum potential from all its employees.

### **G) MOBILITY**

Although you are usually employed at one particular location, it is a condition of your employment that you are prepared, whenever applicable, to travel to any other of the College's premises. This mobility is essential to the smooth running of the College.

### **H) COLLECTIVE AGREEMENTS**

There are no collective agreements forming any part of your terms and conditions of employment.

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## **WAGES AND SALARIES, ETC.**

### **A) ADMINISTRATION**

#### 1. Payment

a. ~~For weekly paid staff the pay week ends on Friday. Wages for casual staff are normally paid on the day worked.~~

b. For salaried staff the pay month is the calendar month. Salaries are paid in arrear, on the twenty fifth day of the current month. If this date occurs on a weekend, payment will be made on the Friday before. Any adjustments for over and underpayments will be made in the following months salary payment.

c. You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions which have been made and the reasons for them, e.g. Income Tax, National Insurance, etc.

d. Any pay queries which you may have should be raised with the College Accountant.

#### 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 in your dealings with the Inland Revenue and other government departments, or if completing a self-assessment form.

### **B) HOURS OF WORK AND OVERTIME**

1. The standard working week of full-time employees is 37.5 hours excluding meal breaks, although there are local variations to this in certain Departments. The hours of duty may be averaged by or with the consent of your Department Head over a period not exceeding one academic term. The days and hours of work specific to your job are set out in your Job Description. Any permanent changes will be agreed in writing. Meal breaks and rest breaks should be taken at times agreed with your Department Head.

#### a. Overtime Working

During particularly busy periods, or in case of an emergency, you may be asked to work more than your normal contracted hours. Whenever possible, reasonable notice will be given.

Overtime should be worked only when necessary in the interests of the College and with the prior consent of, or the prior request of your Department Head. The Department Head will require to be satisfied that the work is sufficiently supervised and recorded. You will need to work the equivalent full-time hours for your job before overtime is payable.

b. Extra hours are compensated either by extra pay or by time off in lieu. Where possible, time off in lieu should be taken, at a time agreed with your Department Head. Payment for overtime worked (i.e. normally in excess of 37.5 hours per week

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after taking into account any averaging arrangement) is made at the rate of one and a half times normal pay for Monday to Saturday and double time for Sundays and Bank Holidays.

- c. Department Heads are expected to work small amounts of overtime (up to 10% over normal contracted hours) without expectation of pay or time off in lieu. With the agreement of the Bursar, overtime in excess of this will be compensated, normally by taking time off in lieu. Department Heads shall not normally receive monetary compensation for overtime worked. Where, however, a Department Head finds it impossible to take time off before the first day of the next academic term, the Bursar may authorize payment of monetary compensation (calculated as above) for overtime worked but not yet compensated for by time off.
- d. Part-time employees will be paid at their normal rate of pay until they have worked 37.5 hours per week. Thereafter they will be paid on the basis applicable to full-time employees as set out above. Alternatively, the part-time employee may, if the Department Head agrees, be excused from attendance during their usual hours of duty instead of being paid for additional hours worked.

**C) 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.

**D) SHORTAGE OF WORK**

If there is a temporary shortage of work for any reason, the College will try to maintain your continuity of employment even if this necessitates placing you on short time or having to lay you off work without pay other than statutory guarantee pay.

**E) MATERNITY/PATERNITY LEAVE AND PAY**

You may be entitled to maternity/paternity leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant you should notify the Bursar at an early stage so that your entitlements and obligations can be explained to you.

**F) ADOPTION LEAVE**

Members of staff who have completed two years' service are entitled to two weeks adoption leave if they adopt a child. The days on which such leave may be taken must be agreed with your Department Head. Any payment hereunder will be offset against statutory entitlements.

**G) PARENTAL LEAVE**

You have the right to be absent from work for up to 13 weeks of unpaid parental leave if you have been employed by the College for a period of one year or more and your child was born after 14 December 1994 and is under five years old or you have adopted a child after 14 December 1994 and the child is under 18 years of age. To apply for parental leave you should discuss your needs with the Bursar, who will explain fully your entitlement and obligations, and supply the appropriate application form (Form PL). Your entitlement period will vary dependant upon the child's circumstances.



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## **H) TIME OFF FOR DEPENDANTS**

You may be entitled to take a reasonable amount of unpaid time off during working hours to take action which is necessary to provide help to your dependants. Should this be necessary you should discuss your situation with your Department Head, who, if appropriate, and after consultation with the Bursar, will agree the necessary time off.

## **I) BEREAVEMENT LEAVE**

Staff will receive two days' paid leave in the case of the death of a close relative. The College recognises that personal circumstances differ and that the definition of "close relative" may vary from family to family. Each case will be judged on its merits.

## **J) COMPASSIONATE LEAVE**

Employees may be allowed compassionate leave with pay in appropriate circumstances. Application should be made to the Bursar.

# **HOLIDAY ENTITLEMENT AND CONDITIONS**

## **A) ANNUAL HOLIDAYS**

1. Your holiday year begins on 1<sup>st</sup> October and ends on 30<sup>th</sup> September each year.
2. Your annual holiday entitlement is shown in Terms and Conditions of Employment or in your individual statement of main terms of employment (form SMT).
3. It is the College's policy to encourage you to take all of your holiday entitlement in the current holiday year. You may, in exceptional circumstances only, and with the prior permission of the College Officer concerned, carry forward any annual holiday in excess of the equivalent of four working weeks in a complete holiday year. Any annual holiday entitlement carried forward must be taken by the following 31<sup>st</sup> December. Any such holiday carried forward and not taken will be lost and no payment in lieu will be made except in the case of the termination of employment (refer to paragraph B7 below).

## **B) CONDITIONS APPLYING TO YOUR ANNUAL HOLIDAY ENTITLEMENT**

1. You should complete the College Holiday form for all holiday requests and have it signed by your Head of Department before making any firm holiday arrangements.
2. Holiday requests will only be considered if you present them on the correct form and agreed holiday dates will be allocated on a "first come - first served" basis to ensure that operational efficiency and minimum staffing levels are maintained throughout the year.
3. You should give at least four weeks' notice of your intention to take holidays and one week's notice is required for odd single days.
4. You may not normally take more than two working weeks consecutively.
5. Your holiday pay will be at your normal basic pay unless shown otherwise on your Terms and Conditions of Employment or statement of main terms (Form SMT).
6. You are normally required to reserve eight days of your annual entitlement, inclusive of Christmas Day, Boxing Day and New Years Day, to take during the Christmas/New Year period. If you have not accrued sufficient holiday entitlement to cover this period you will be given unpaid leave of absence. In certain circumstances, arrangements can be made for individual members of staff to work during this period, provided they can be productively employed.

7. In the event of the termination of your employment the balance of any holiday due should be taken, or may, at the discretion of the College Officer concerned, be paid as a payment in lieu.

**C) PUBLIC/BANK HOLIDAYS**

Your entitlement to public/bank holidays and to any additional time off in lieu which may be taken for working on a public/bank holiday is shown in your Terms and Conditions of Employment or your individual statement of main terms of employment (form SMT).

The College operates a policy of skeleton manning on the two public/bank holidays on the first and last Monday in May. Essential services normally comprise the Kitchens (full service), one staff member in the College Office, and one Housekeeping staff member. Maintenance, Gardens and the Accounts Office will normally be closed.

**HOLIDAY REQUEST**

Form HR

Employee: \_\_\_\_\_

Dept: \_\_\_\_\_

Holiday Year: \_\_\_\_\_

Holiday Entitlement in full years \_\_\_\_\_ days

**ENTITLEMENT  
IN CURRENT  
YEAR \_\_\_\_\_ days**

FOR COMPLETION BY EMPLOYEE			FOR MANAGEMENT USE ONLY			
FROM-TO	NUMBER OF DAYS	SIGNED	HOLIDAY APPROVED	HOLIDAY REFUSED	IF APPROVED	
					DAYS TAKEN	DAYS STILL DUE

FOR OFFICE USE ONLY																			
ABSENCE CARD																			
COMPLETED (please tick)																			

**SICKNESS/INJURY PAYMENTS AND CONDITIONS**

**A) NOTIFICATION OF INCAPACITY FOR WORK**

1. You must notify the College by telephone at the earliest possible opportunity and no later than 10am on the first day of incapacity. Notification should be made personally (or if you are unable to do so, then by a relative, neighbour or friend) to your Head of Department or to the College Office. You should try to give some indication of your expected return date and notify the College as soon as possible if this date changes.
2. If your incapacity extends to more than seven days you are required to notify the College of your continued incapacity once a week thereafter, unless otherwise agreed.

**B) EVIDENCE OF INCAPACITY**

1. Doctor's certificates are not issued for short term incapacity. In these cases of incapacity (up to 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 the College without delay. Subsequently you must supply the College with consecutive doctor's medical certificates to cover the whole of your absence.

**C) PAYMENTS**

1. You are entitled to statutory sick pay (SSP) if you are absent because of sickness or injury provided you meet the criteria in the current SSP regulations. When you are absent for four or more consecutive days you will be paid SSP by the College if you are eligible. This is treated like wages and is subject to normal deductions.
2. Qualifying days are the only days for which you are entitled to SSP. These days are normally your working days unless otherwise notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.
3. Any contractual sickness/injury payments are shown in your Terms and Conditions of Employment or individual statement of main terms of employment (form SMT).

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4. Any days of contractual sickness/injury payments which qualify for SSP will be offset against SSP on a day to day basis. An offset will be made for any other state benefits received if you are excluded or transferred from SSP.
  5. If you are entitled to any contractual payments in excess of SSP and your entitlement expires, full or part payment may be allowed at the discretion of the College where it is considered that there are special circumstances warranting it.
  6. Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which the College may have made to you because of the absence (including SSP) shall be repaid by you to the College up to an amount not exceeding the amount of the compensation or damages paid by the third party.

**D) RETURN TO WORK**

1. You should notify your Head of Department 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. 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 the College Accountant.
4. Upon returning to work you may be interviewed by an appropriate College Officer for the purposes of ascertaining your well-being and any prognosis of your condition.

**E) GENERAL**

1. Submission of a medical certificate or sickness self-certification absence form, although giving the College the reason for your absence, may not always be regarded by the College 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 the College.
2. In deciding whether your absence is acceptable or not the College will take into account the reasons and extent of all your absences, including any absence caused by sickness. The College cannot operate with an excessive level of absence as all absence, for whatever reason, reduces the effectiveness of the service the College provides.
3. The College 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 it is considered necessary, you may be asked to give your permission for the College to contact your doctor or arrange for you to be independently medically examined.

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**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>Dates of sickness (Including non-working days)</b>			
<b>FROM</b>		<b>TO</b>	
_____	am/pm	_____	am/pm
_____	day	_____	day
_____	date	_____	date
<b>Dates of absence</b>			
<b>FROM</b>		<b>TO</b>	
_____	am/pm	_____	am/pm
_____	day	_____	day
_____	date	_____	date
<b>Details of sickness or injury</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>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 _____			

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## **OTHER BENEFITS**

### **A) PENSION SCHEME**

Staff have the option of joining one of 2 pension schemes at the end of their probationary period. Academic and academic-related staff are entitled to join the Universities Superannuation Scheme (USS). The College belongs to a contributory pension scheme, the Cambridge Colleges Federated Pension Scheme (CCFPS) which non-academic staff are able to join on the satisfactory completion of their probationary period unless they join from another College and are already a member of the Scheme, in which case membership continues. Details of the Scheme are available from the College Accountant. For the purpose of CCFPS, the College is contracted into the State Earnings Related Pension Scheme under the Social Security Act 1975.

### **B) MEALS ON DUTY AND REFRESHMENT BREAKS**

You are entitled to a free lunch in the College Dining Room on any day on which you work and on which any part of your hours of duty falls between 12.30pm and 2.30pm, and to a free evening meal on any day on which you work and on which any part of your hours of duty falls between 6.30pm and 7.30pm. Meals are normally only available on days when the College Dining Room is open. There is no entitlement to a subsistence allowance instead of a meal or meals, although alternative arrangements are made to provide a light lunch when the Kitchens are closed during the Summer Vacation. Full-time Maintenance and Housekeeping staff are entitled to two 15-minute coffee or tea breaks per day, which can be taken together if preferred. Part-time staff in these categories are entitled to one 15-minute break. Breaks should normally be taken in the Staff Rest Room. Other members of staff take tea or coffee at their desks.

### **C) CHRISTMAS BONUS**

You will receive a Christmas bonus in any year if you joined the College before 1 July in that year. This is a fixed sum, pro-rated by reference to your normal hours of work.

### **D) SOCIAL ACTIVITIES**

The College organises a Christmas Dinner and occasional sports matches on an annual basis.

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## **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 College premises, you are asked to assist in this matter should it be felt that such a search is necessary.
2. The College reserves the right to call in the police at any stage.
3. The College has installed CCTV in part of the buildings and grounds to assist in safeguarding the security of the College and its members and employees.

### **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 affairs of the College, Fellows, students, staff or visitors, or that of other persons or bodies with whom the College has dealings of any sort, and
  - c. has not been made public by, or with the College's authority,

shall be confidential, and (save in the course of College 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 the written consent of the College.

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 the College, or at any other time upon demand, return to the College any such material in your possession.

### **C) 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 the College, is the property of the College and the College's copyright. At the time of termination of your employment with the College, or at any other time upon demand, you shall return to the College any such material in your possession.

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

Any statements to reporters from newspapers, radio, television, etc. in relation to the College will be given only with the approval of the Bursar.

### **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 the property of the College 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;

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- c. during the course of any of your duties and at the time you had a special obligation to further the interests of the College 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.
- b. All software must be virus checked using standard testing procedures before being used.

## **G) INTERNET**

The use of the Internet/e-mail is for College purposes only. Failure to comply with this requirement will result in disciplinary action being taken.

## **H) USE OF COMPUTER/TELEPHONE NETWORKS**

Employees are required to comply with the University of Cambridge's Policy on the use of the computer network. Details are available from the College Computer Officer.

## **I) 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 the College is 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 company 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 company'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
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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 employees must comply with the College's communication standards;
  - ii) e-mail messages and copies should only be sent to those for whom they are particularly relevant;
  - iii) e-mail should not be used as a substitute for face-to-face communication or telephone contact. 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;
  - iv) 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
  - v) offers or contracts transmitted by e-mail are as legally binding on the College as those sent on paper.
- 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) personal use (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 company or its customers or suppliers.

**5. YOU MUST NOT**

- i) Forward or respond to junk or spam email, or to chain letter-type messages, except when specifically authorized by the Computer Officer for the purposes of tracking the source of such messages.
- ii) Send out warnings covering new computer viruses.
- iii) Include any information in your email which is protected by copyright i.e. it is copied or published without the consent of the author.
- iv) Initiate or forward an email which contains obscene or pornographic material, except when specifically authorized by the Computer Officer for the purposes of tracking the source of such a message.
- v) Disclose information which is protected by embargo or could in any way be considered confidential to the College and/or the employees.

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## J) DATA PROTECTION

The Data Protection Act is primarily intended to protect individuals against possible misuse of information about them processed by computer and to reduce the threat to individual privacy presented by the widespread use of automatic data processing equipment. It is the policy of the College to ensure that all members of the College and its staff are aware of data protection requirements and their own individual responsibilities. The processing of personal data is governed by eight principles which require that all personal data must: -

- a. be processed fairly and lawfully
- b. be obtained only for specified and lawful purposes, and will not be processed in any manner incompatible with those purposes
- c. be adequate, relevant and not excessive in relation to the purpose for which it is processed
- d. be accurate and, where necessary, kept up to date
- e. be kept for no longer than is necessary for the purpose for which it is processed
- f. be processed in accordance with the legal rights of data subjects
- g. be subject to appropriate technical and organisational measures to protect against unauthorised or unlawful processing, accidental loss, destruction or damage
- h. not be transferred to a country or territory outside the European Economic area (EEA) unless the country or territory ensures an adequate level of data protection.

You will be expected to assist us to comply with our obligations under the Data Protection Act when dealing with all data, including manual data and computerised data.

You must only access, vary, erase, copy, or make use of any information in our records for the proper discharge of your duties of employment and to the extent that you are authorised to do so. You must not access, vary, erase, copy, or use any information in our records in such a way as to place us in breach of our legal obligations under the Act. Any failure to abide by this provision may result in disciplinary action.

## K) PERSONAL DATA

You are asked to agree that personal data (other than sensitive personal data) relating to you and to your employment with the College may, to the extent that it is reasonably necessary in connection with your employment or the activities of the College

- a. be collected and held (in hard copy and computer-readable form) and processed by the College; and
- b. be disclosed or transferred to:
  - other members of staff of the College;
  - any other persons as may be reasonably necessary at the discretion of the Bursar;
  - as otherwise required or permitted by law.

You agree that the College may process sensitive personal data relating to you, including medical details and details of gender, race and ethnic origin. Personal data relating to gender, race and ethnic origin will be processed by the College only for the purpose of monitoring the College's equal opportunity policy with a view to enabling equal opportunity to be promoted and maintained. You agree that the College may disclose or transfer such sensitive personal data to other persons if it is required or permitted by law or do so or, in the case of personal data relating to gender, race or ethnic origin, for the purpose of monitoring, or enabling the monitoring of, the College's equal opportunity policy.

Your consent to the transfer and disclosure of personal data as set out above shall apply regardless of the country or residence of the person to whom the data is to be transferred. Where the disclosure or transfer is to a person resident outside the European Economic Area,

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the College shall take reasonable steps to ensure that your rights and freedoms in relation to the processing of the relevant personal data are adequately protected.

Except in relation to the conduct of activities to which you are giving your consent to the extent set out above, this does not affect any rights which you have in law in relation to the collection, processing or transfer of personal data relating to you.

**L) ACCESS TO PERSONAL FILES**

All members of staff are entitled to have access to certain information that is held about them by the College and any requests for such access will be dealt with promptly and in any event within 40 days of receipt of the request. Members of staff wishing to see such information should make a written request to the Bursar.

**M) BEHAVIOUR AT WORK**

1. You should behave with civility towards fellow members of staff, and no rudeness will be permitted towards visitors or members of the public. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action.
2. You should use your best endeavours to promote the interests of the College and shall, during normal working hours, devote the whole of your time, attention and abilities to the College and its affairs.
3. Any involvement in activities which could be construed as being in competition with the College is not allowed.
4. All reasonable instructions from your Group Head are to be carried out.

**STANDARDS**

**A) WASTAGE**

1. The College maintains a policy of "minimum waste" which is essential to the cost-effective and efficient running of all College activities.
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., and the following points are illustrations of this:-
  - a. Handle machines, equipment and stock with care.
  - b. Turn off any unnecessary lighting and heating. Keep doors closed whenever possible.
  - c. Ask for other work if your job has come to a standstill.
  - d. 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 equipment, 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.

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- b. Any loss to the College 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 the College the full or part of the cost of the loss.
4. In the event of failure to pay, the College has the contractual right to deduct such costs from your pay.

**B) STANDARDS OF DRESS**

As you are liable to come into contact with Fellows, students, visitors and members of the public, 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**

From the point of view of hygiene, safety and of appearance, all 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 the College's Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
2. You must not take any action which could threaten the health or safety of yourself, other employees, Fellows, students, visitors or members of the public.
3. You must ensure that you are aware of the College's fire and evacuation procedures and of the action you should take in the event of such an emergency.
4. 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.
5. You should immediately report all accidents and injuries at work, no matter how minor, to the appropriate Group Head.

**B) REFRESHMENT MAKING FACILITIES**

The College provides refreshment making facilities for your use, which must be kept clean and tidy at all times. These facilities may be used at any time provided such use does not interfere with the performance of your job duties.

**C) SMOKING POLICY**

The College's smoking policy must be observed. You are not permitted to smoke inside any of the College buildings or houses at any time or in the College grounds except at specially designated places.

**D) ALCOHOL & DRUGS POLICY**

Under legislation the College, as your employer, has a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all College employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may

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impair the safe and efficient running of the College and/or the health and safety of its 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)
- 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 the College believes 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.

#### **E) HYGIENE**

1. You are expected to maintain a high standard of personal hygiene at all times.
2. Any exposed cut or burn must be covered with a first-aid dressing.
3. 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.
4. Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

#### **F) 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 dressing.
3. Head coverings and overalls/uniforms, where provided, must be worn at all times.
4. No jewellery should be worn, other than wedding rings, without the permission of the Chef Manager.
5. You should not wear excessive amounts of make-up or perfume and nail varnish should not be worn.
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.

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## GENERAL TERMS OF EMPLOYMENT, INFORMATION AND PROCEDURES

### A) CHANGES IN PERSONAL DETAILS

You must notify the College of any change of name, address, telephone number, etc., so that accurate information can be maintained on the College's records and contact can be made 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 should notify the College so that any implications arising from the current working time legislation can be discussed with you.

### 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 Head of Department.

### D) TRAVEL EXPENSES

The College will reimburse you for any reasonable expenses incurred whilst travelling on College business, details of which will be issued separately. You must provide receipts for any expenditure.

### E) COMMUNICATIONS

The College will try to keep you informed about items of interest by means of a notice board. You should use this, if you wish (with permission), to promote any particular item of interest to other employees.

### F) EMPLOYEES' PROPERTY

The College does not accept liability for any loss of, or damage to, property which 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.

### G) LOST PROPERTY

Articles of lost property should be handed to the Porter on duty who will retain them whilst attempts are made to discover the owner. After three months such items will be disposed of.

### H) PARKING

To avoid congestion, all vehicles must be parked only in the designated parking areas. No liability is accepted for damage to private vehicles, however it may be caused.

### I) MAIL

All mail received by the College will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of the College. No private mail may be posted at the College's expense except in those cases where a formal re-charge arrangement has been made.

### J) TELEPHONE CALLS/ MOBILE PHONES

Telephones are essential for College business. Personal telephone calls are allowed only in

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the case of emergency and with the prior permission of your Head of Department. Personal mobile phones should be switched off during working hours.

**K) BUYING OR SELLING OF GOODS**

You are not allowed to buy or sell goods on your own behalf on College premises.

**L) COLLECTIONS FROM EMPLOYEES**

Unless specific authorisation is given by the Bursar, no collections of any kind are allowed on College premises.

**M) FRIENDS AND RELATIVES CONTACT**

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency.

**N) ALCOHOL**

Alcohol must not be consumed during working hours other than at specific functions authorised by the Bursar.

**O) COLLEGE PROPERTY/SECURITY**

Property belonging to the College may not be removed from the premises without the prior permission of your Head of Department. All property so removed must be returned to the College on demand and on the termination of your employment.

You are required to co-operate to the fullest extent in maintaining the security and condition of College equipment and buildings.

**MAKING A PROTECTED DISCLOSURE**

**A) INTRODUCTION**

1. Under certain circumstances, employees have legal protection if they make disclosures about organisations for whom they work. These employees are commonly referred to as 'whistle blowers' and their activities have often received wide publicity in the media.
2. An employee who believed, for example, that organisations were disposing of toxic waste illegally may have 'blown the whistle' directly to the press or television, perhaps because of concern for the environment, a belief that the organisation would attempt a 'cover-up' if asked to stop, or for financial gain.
3. Employees, who blew the whistle on organisations, were often treated detrimentally by them or their engagements were terminated. This discouraged employees from whistle blowing even where such action would be for the good of the public. The legislation is designed to protect employees from suffering any detriment or termination of engagement for whistle blowing.

**B) QUALIFYING DISCLOSURES**

1. Certain disclosures are prescribed by law as 'qualifying disclosures'. Disclosures are qualifying disclosures where it can be shown that the company commits a 'relevant failure' by:-
  - a. committing a criminal offence;
  - b. failing to comply with a legal obligation;
  - c. a miscarriage of justice;

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- 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.

### **C) THE PROCEDURE**

1. If you so wish you should in the first instance report any concerns you may have to your Head of Department or 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 organisation or body, e.g. the Police, the Environment Agency, Health and Safety Executive or Social Services Department.
2. If you do not wish to report your concerns to your Head of Department you may take them direct to the appropriate organisation or body.

### **D) GENERAL NOTES**

1. The Public Interest Disclosure Act 1998 prevents you from suffering a detriment or having your contract terminated for 'whistle blowing' and the College takes very seriously any concerns which you may raise under this legislation.
2. We encourage you to use the procedure if you are concerned about any wrong doing at work. However, if the procedure has not been invoked in good faith (e.g. for malicious reasons or in pursuit of a personal grudge), then it will make you liable to immediate termination of engagement or such lesser disciplinary sanction as may be appropriate in the circumstances.

## **CAPABILITY AND CAPABILITY DISMISSAL PROCEDURES**

### **A) INTRODUCTION**

The College recognises that during your employment 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**

1. If the nature of your job changes the College will make every effort to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. If the College has concerns regarding your capability these will 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. The College 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 you cannot be transferred to more suitable work, 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 an agreed period of time, you will be dismissed.

### **C) HEALTH REASONS**

1. Health reasons 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
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a situation arises, the College will normally need to have details of your medical diagnosis and prognosis so that it can 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 the College can obtain such a report and you will be expected to co-operate in this matter should the need arise. When the College has obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with the College in your current role or, where circumstances permit, in a more suitable role.

2. There may also be health reasons which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances the College will need to know when your attendance record can be expected to reach an acceptable level and again this can usually be most easily obtained by asking your own doctor for a medical report. When the College has obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with the College 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 AND DISCIPLINARY DISMISSAL 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 the aim of the College 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 a means of punishment.
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 inviting you to a disciplinary hearing. You will be given at least 24 hours notice of the disciplinary hearing and will be told in advance that the hearing is to be 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 full 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 or trade union official, who may act as a witness or speak on your behalf, at all stages of the formal disciplinary and appeal procedures.
  - f. you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct
  - 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 which 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 conditions, procedures, rules etc. within this handbook will also result in the disciplinary 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 hygiene and health and safety rules and procedures
- b. smoking inside any College buildings or houses
- c. consumption of alcohol on the premises during working hours without permission.
- d. persistent absenteeism and/or lateness
- e. unsatisfactory standards or output of work
- f. rudeness towards Fellows, students, visitors, 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 College 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's rules and procedures
- j. unauthorised use or negligent damage or loss of College property
- k. failure to report immediately any damage to property or premises caused by you

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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 the reputation or affairs of the College, 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, it is shown to have some level of mitigation and is treated as an offence just short of dismissal.

**E) RULES COVERING GROSS MISCONDUCT**  
(these are examples only and not an exhaustive list)

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

- a. grossly indecent or immoral behaviour, deliberate acts of unlawful discrimination or serious acts of harassment
- b. dangerous behaviour, fighting or physical assault
- c. incapacity at work or poor performance caused by intoxicants or drugs
- d. possession, supply or use of illicit drugs
- e. deliberate falsification of any records (including time sheets, absence records and so on, in respect of yourself or any fellow employee)
- f. undertaking private work on the premises and/or in working hours without express permission
- g. working in competition with the College
- h. taking part in activities which result in adverse publicity to the College, or which causes the College to lose faith in your integrity
- i. theft or unauthorised possession of money or property, whether belonging to the College, another employee, or a third party
- j. destruction/sabotage of the College's property, or any property on the premises
- k. serious breaches of health and safety rules (including those within the Employee Safety Handbook) that endanger the lives of or may cause serious injury to employees or any other person
- l. interference with, or misuse of, any equipment for use at work that may cause harm
- m. gross insubordination and/or continuing refusal to carry out legitimate instructions
- n. abuse of the personal harassment policy.

**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>UNSATIS-FACTORY CONDUCT</b>	Formal oral warning	Written warning	Final written warning	Dismissal

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<b>MISCONDUCT</b>	Written warning	Final written warning	Dismissal
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<b>SERIOUS MISCONDUCT</b>	Final written warning	Dismissal
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<b>GROSS MISCONDUCT</b>	Dismissal
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2. The College retains 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 oral 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 at the various levels of disciplinary action. However, the list does not prevent a higher level of seniority progressing any action at whatever stage of the disciplinary process.

Formal oral warning	Group Head
Written warning	Bursar
Final written warning	Bursar
Dismissal	Bursar

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## H) PERIOD OF WARNINGS

### 1. Formal oral warning

A formal oral warning will normally be disregarded after a three month period.

### 2. Written warning

A written warning will normally be disregarded after a six month period.

### 3. Final written warning

A final written warning will normally be disregarded after a 12 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 Terms and Conditions of Employment or individual Statement of Main Terms of Employment.
3. It may be necessary, because of the size of our organisation, for the appeal to be heard by the person who took the original action and it is therefore important that your appeal gives details of why the penalty imposed is either too severe, inappropriate or unfair in the circumstances.
4. If you are appealing on the grounds that you have not committed the offence, it may be necessary for the person conducting the appeal to have a complete re-hearing so that there can be a reappraisal of all matters before a decision is made to grant or refuse the appeal.
5. You may be accompanied at the appeal hearing by a fellow employee of your choice, who may act as a witness or speak on your behalf, and the result of the appeal will be made known to you in writing within five working days after the hearing. This is the final stage of the appeal process.

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## GENERAL DISMISSAL AND APPEAL PROCEDURES

This section of the Employee Handbook does not form part of your Contract of Employment but the procedures set out below may apply, where legally required, in the specific circumstances described in your Terms and Conditions of Employment or individual Statement of Main Terms of Employment.

*Step 1: Statement of grounds for action and invitation to meeting.*

- Your alleged conduct or characteristics, or other circumstances, which lead us to contemplate dismissing or taking disciplinary action against you, will be set out in writing.
- This statement, or a copy of it, will be sent to you and you will be invited to attend a meeting to discuss the matter.

*Step 2: Meeting.*

- The meeting will take place before action is taken, except in the case where disciplinary action consists of suspension.
- The meeting will not take place unless:
  - (a) you have been informed what the basis was for including in the statement, under Step 1, the ground or grounds in it; and
  - (b) you have had a reasonable opportunity to consider your response to that information.
- You must take all reasonable steps to attend the meeting.
- After the meeting, you will be informed of the decision and notified of the right to appeal against the decision if you are not satisfied with it.

*Step 3: Appeal.*

- If you wish to appeal, you must inform us.
- If you inform us of your wish to appeal, you will be invited to attend a further meeting.
- You must take all reasonable steps to attend the meeting.
- The appeal meeting need not take place before the dismissal or disciplinary action takes effect.
- After the appeal meeting you will be informed of the final decision.

### **General Requirements:**

The following requirements will be adhered to in respect of the above procedures (so far as applicable):

- Each step and action under the procedure will be taken without unreasonable delay.
- Timing and location of meetings will be reasonable.
- Meetings will be conducted in a manner that enables both parties to explain their cases.
- In the case of appeal meetings, which are not the first meeting, we will, so far as is reasonably practicable, be represented by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting).

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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. Whilst we will give the same consideration to any grievance that you raise verbally, provided that you make it clear that you wish it to be treated formally, you should be aware that, in most circumstances, the law requires you to provide us with written details of your grievance before taking certain types of legal action.
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 your Head of Department 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 company 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. Many people in our society are victimised and harassed as a result of their race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability.
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 serious and is totally unacceptable.
3. The College recognises 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. The College deplores all forms of personal harassment and seeks to ensure that the working environment is sympathetic to all College employees.
2. The College has 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. The College recognises that it has 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
- f. ridiculing or demeaning someone
- g. 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**

The College recognises 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 the College's normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior person of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the 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 the Bursar 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
- e. any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint the College 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 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, a draft report of the findings and of the investigator's proposed decision will be sent, in writing, to you and to the alleged harasser.

If you or the alleged harasser are dissatisfied with the draft report or with the proposed decision this should be raised with the investigator within five working days of receiving the draft. Any points of concern will be considered by the investigator before a final report is sent, in writing, to you and to the alleged harasser. 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 report concludes that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary and disciplinary dismissal 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 the report concludes that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

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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 separate formal equal opportunities policy for employees. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.
2. The aim of the policy is to ensure that no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability.
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) RETIREMENT**

The normal age for retirement is 65, and it is the College's policy for employees to retire on their 65th birthday. In certain circumstances consideration may be given to fresh employment being offered to you after retirement. Such offers will be totally at the discretion of the College Council.

### **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.

### **C) RETURN OF COLLEGE PROPERTY**

On the termination of your employment you must return all property belonging to the College 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) GARDEN LEAVE**

Once either side has given notice of termination of employment, the College may, at any time and for any period, require you to cease performing your job and /or exclude you from entering any College premises. During such period of garden leave, the College will continue to pay your salary and provide all benefits that form part of your contract of employment.