



## ST ANTONY'S COLLEGE, OXFORD

### EMPLOYEE HANDBOOK

AUGUST 2009 EDITION

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# ST ANTONY'S COLLEGE, OXFORD

## INTRODUCTION

St Antony's College was founded in 1950 through the generosity of Antonin Besse, a French entrepreneur who, from his base in Aden had established a trading empire in Arabia and Northeast Africa. His admiration for the independence of Oxford University and its emphasis on the individual led him to found the first international Graduate College there.

In an uncertain world the ability to understand international forces for Economic, Social and Political change in their historical perspective is a vital asset. This is the field in which St Antony's College has excelled since its foundation over fifty years ago. A number of factors make it unique amongst the Colleges of Oxford University. Its specialisation in International Studies, its admission of graduate students only, its cosmopolitan nature and the access it offers to practitioners who need to understand global forces in the contemporary world. To extend these successes into this century it must maintain its identity as an independent and international academic community in close touch with the real world. It must strengthen its capacity to attract the best scholars and students from across the globe and provide them with the support and facilities that they need.

In joining St Antony's College your role in the provision of the support services and facilities required by our academic colleagues is vital. We hope that once appointed to a position at the College you will quickly settle in and become a full participant member of the College community. As a member of the College there is a range of benefits available to you, both within the College and the larger University. This booklet is designed to introduce you to the Terms and Conditions of your employment with the College and seeks to lay out a number of benefits available to you. The range of non contractual benefits often changes and we welcome enquiries and suggestions at any time.

We provide equal opportunities and are committed to the principle of equality regardless of race, religion, colour, nationality, sex, disability, gender re-assignment, sexual orientation or age. We will apply employment policies which are fair, equitable and consistent with the skills and abilities of our 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.

We 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 sex, race, disability, gender re-assignment, sexual orientation or age are disciplinary offences.

If you are uncertain about the meaning or implications of any part of this Staff Handbook, please seek clarification from your Line Manager. If you need further clarification please do not hesitate to contact the Bursar.

We welcome you and express our sincere hope that you will be happy here in our team.

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## **JOINING OUR ORGANISATION**

### **A) JOB DESCRIPTION**

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

### **B) 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.

### **C) PERFORMANCE AND REVIEW**

Our policy is to monitor your work performance on an annual basis with an interim review every six months so that we can maximise your strengths, help you deal with any possible development or training needs.

### **D) JOB FLEXIBILITY**

It is an express condition of employment that you be prepared, whenever necessary, to transfer to such alternative duties within the College which you could reasonably be expected to undertake and which are within your level of skill/competency. From time to time and particularly during holiday periods, 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 from all our employees.

### **E) PROBATIONARY PERIOD**

You join us 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, we may either take remedial action or terminate your employment without recourse to the disciplinary procedure. At the end of the probationary period you will again be assessed and, if satisfactory, you will become a regular member of our staff. If you have not reached the required standard we may either extend the probationary period in order that remedial action can be taken or terminate your employment without recourse to the disciplinary procedure. In the event of you failing to improve during the extended probationary period, your employment will be terminated without recourse to the disciplinary procedure.

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

### **A) ADMINISTRATION**

#### 1. Payment

- a. For all staff the pay month is the calendar month. Wages and salaries are normally paid on the last working day of the month and the payment includes overtime payments for the last two weeks of the previous month and the first two weeks of the current month. However, December salaries will be paid before Christmas Day.
- b. 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.
- c. Any pay queries which you may have should be raised initially with the Payroll Clerk.

#### 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 if making enquiries with the Inland Revenue or DSS, or if completing a self-assessment form.

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

1. You must attend for work punctually at the specified time(s). You will normally be expected to make up any lost time. Unacceptable/persistent lateness may result in disciplinary action.
2. All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.
3. If you arrive for work more than one hour late without having previously notified us, other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of the shift/day without pay.
4. Unjustified absence may result in disciplinary action and/or loss of appropriate payment.

### **C) SHORTAGE OF WORK**

If there is a temporary shortage of work for any reason, we 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.

### **D) MATERNITY LEAVE AND PAY**

You are entitled to maternity leave and pay in accordance with the current statutory provisions and you may also be entitled to additional benefits in accordance with the College's Maternity Leave Scheme as detailed below. If you become pregnant you should notify your immediate Supervisor at an early stage so that your entitlements and obligations can be explained to you.

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## **College Maternity Leave Scheme**

Dependent on your length of service and your stated intentions before you commence maternity leave, you may be eligible for the benefits of the College's maternity leave schemes, full details of which are available from your immediate Supervisor.

The scheme provides payment of full pay for the first 18 weeks of ordinary maternity leave and a further 8 weeks of ordinary maternity leave on statutory maternity pay and a further period of up to 26 weeks of unpaid leave. Payments made under this scheme are inclusive of any statutory maternity pay (SMP) which you may be eligible to receive.

Provided that you state your intention to return to work, you will qualify for the College maternity leave schemes if you satisfy one of the following conditions:

- i. you have been continuously employed by the College for a minimum period of 26 weeks at the 15<sup>th</sup> week before the expected week of childbirth, or
- ii. had an entitlement to the benefits of a previous employer's paid maternity leave scheme, or
- iii. had, at or before 15 weeks before the expected week of childbirth, two years continuous service with any employer in the past.

These provisions apply to all members of staff, including those who work on a part time basis.

If you consider that you may be eligible for paid maternity leave (which should normally commence from any time after the beginning of the 11<sup>th</sup> week before the expected week of childbirth up to the date of birth) you should make application to your immediate Supervisor at the earliest possible stage and not later than the 15<sup>th</sup> week before the expected date of confinement, giving a written statement of intent, where applicable, that you wish to return to work with the College.

### **Resignation on the grounds of maternity**

A member of staff who does not intend to return to work with the College after childbirth does not qualify for the above College schemes. However, you may be eligible for 6 weeks pay at 90 per cent of your average earnings plus 20 weeks at flat rate SMP, provided that you satisfy the qualifying conditions for its payment, i.e. you have been continuously employed by the College for a minimum period of 26 weeks at the 15<sup>th</sup> week before the expected week of childbirth.

Applications for this payment should be submitted in writing to your immediate Supervisor no later than the end of the 15<sup>th</sup> week before the expected week of childbirth, enclosing a medical certificate called a MATB1 which will be issued from your midwife, giving the anticipated date of childbirth.

Where a member of staff offers her resignation after a period of maternity leave, the College may seek to reclaim the whole or part of the non-statutory element of maternity pay if the period of the return is less than three months.

### **Statutory Maternity Pay**

Applications for this payment should be submitted in writing to your immediate Supervisor.

The College will pay statutory maternity pay (SMP), to any member of staff who is eligible, whether or not she returns to work after the birth of her baby. The regulations concerning the payment of SMP are complex and any member of staff who becomes pregnant, regardless of her length of service or her intentions concerning her future employment, should seek the advice of her immediate Supervisor from whom full details of these arrangements can be obtained.

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**E) PATERNITY AND ADOPTION LEAVE AND PAY**

A member of staff whose wife or partner is pregnant may be eligible to receive statutory paternity pay (SPP) for a period of 1 or 2 weeks, the period to be determined by the member of staff. The College pay full pay, inclusive of SPP for the first week of paternity leave. Paternity leave must be taken within 56 days of the date of the child's date of birth or from the first day of the expected week of childbirth, - whichever is the later.

Paternity leave and SPP may also, subject to eligibility, apply in the case of the adoption of a child in which case payment by the College, as detailed above will apply.

The College will consider requests from male members of staff for further unpaid (or paid) paternity leave.

Requests for paternity leave should be made to your immediate Supervisor so that you eligibility for leave and pay can be discussed with you and appropriate arrangements agree.

**F) PARENTAL LEAVE**

If you are entitled to take parental leave in respect of the current statutory provisions, you should discuss your needs with your immediate Supervisor, 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**

Circumstances may arise when 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 immediate Supervisor who may require you to make up the time lost or, alternatively, unpaid leave may be granted. If it is not possible to arrange such appointments outside your usual working hours you should attend work as normal, before and after the appointment. Evidence of such appointments may be required to be produced.

**H) TIME OFF FOR BEREAVEMENT AND OTHER EXCEPTIONALLY DISTRESSING CIRCUMSTANCES**

Individuals' reactions to bereavement and other exceptionally distressing circumstances vary greatly and the setting of fixed rules for time off is therefore inappropriate. In such cases you should discuss your circumstances with your immediate Supervisor. Please see section J below concerning unpaid time off and the possibility of making up time at a later date.

**I) 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 immediate Supervisor, who, if appropriate will agree the necessary time off. Please see section J below concerning unpaid time off and the possibility of making up time at a later date.

**J) OTHER REQUESTS FOR UNPAID TIME OFF**

Any other request for unpaid time off, for example for compassionate reasons, should also be discussed with your immediate Supervisor. It should be noted that, in any circumstance where unpaid leave would otherwise be the response to a request for time off, it may be possible for your immediate Supervisor to arrange with you to work additional hours to make up the time.

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## **HOLIDAY ENTITLEMENT AND CONDITIONS**

### **A) ANNUAL HOLIDAYS**

1. Your holiday year begins on 1st October and ends on 30th September each year.
2. Your annual holiday entitlement is shown in your individual statement of main terms of employment (form SMT).

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

1. You should complete form HR for all holiday requests and have it signed by your immediate Supervisor before making any firm holiday arrangements.
2. Holiday requests will only be considered if you present them on form HR and we will allocate agreed holiday dates on a "first come - first served" basis to ensure that operational efficiency and minimum staffing levels are maintained throughout the year. This means that requests for holiday, both during and out of term time, may be refused.
3. You should normally 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 outside departmental close periods.
5. Payment for holidays will be at the rate shown on your individual statement of main term terms of employment (form SMT).
6. You are required to take five days' holiday, inclusive of two public/bank holiday days at Easter and up to eight days holiday, inclusive of three public/bank holiday days, during the Christmas/New Year period. You are also normally required to take holiday during the departmental summer close period. If you have not accrued sufficient holiday entitlement to cover these periods you will be given unpaid leave of absence. This paragraph applies only to non-clerical Domestic Bursary staff.
7. Members of the housekeeping staff are not allowed to take holidays during the last week in June, the last week in September and the first week in October. Members of the Non-Domestic Bursary staff are not normally allowed to take holiday during term time other than long weekends, for which prior permission must be obtained.
8. In exceptional circumstances only a maximum of five days' holiday may be carried over into the following holiday year with the prior permission of your immediate Supervisor. Any holiday that you are permitted to carry over can only be that which is in excess of the legal minimum entitlement of four working weeks during a complete holiday year, pro rata for part years.
9. In the event of the termination of your employment any holidays accrued but not taken will be paid for. However, in the event of your having taken holidays which have not been accrued pro-rata, then the appropriate payments will be deducted from your final wages/salary. This is an express written term of your contract of employment.

### **C) 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 (form SMT). The first and last Monday in May are normal working days if they fall in full term and must be worked if they fall during this period. Compensatory leave is already included in the annual holiday entitlement.



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## SICKNESS/INJURY PAYMENTS AND CONDITIONS

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

1. You must notify us by telephone at the earliest possible opportunity and no later than one hour after your normal starting time on the first day of incapacity. You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. Notification should be made personally (or if you are unable to do so, then by a relative, neighbour or friend), to your immediate Supervisor or in his/her absence to the Lodge.
2. If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter.

### **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 us without delay. Subsequently you must supply us with consecutive doctor's medical certificates to cover the whole of your absence. Sickness self-certification absence forms and Doctor's certificates should be provided to your immediate Supervisor who will pass them to the Pay Clerk in the Accounts Office.

### **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 us 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 will be 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 individual statement of main terms of employment (form SMT).
4. Any days of contractual sickness/injury payments which qualify for SSP will be offset against SSP on a day to day basis. A deduction will be made for any other state benefits received if you are excluded or transferred from SSP.
5. If you are entitled to any payments in excess of SSP and your entitlement expires, full or part payment may be allowed at our discretion 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 we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party.

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**D) RETURN TO WORK**

1. You should notify your immediate Supervisor 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 your immediate Supervisor.
4. Upon returning to work you may be interviewed by your immediate Supervisor 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 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. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.
3. We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.
4. If we consider it necessary, we may ask your permission to contact your doctor or for you to be independently medically examined.

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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**

You will, subject to satisfying the scheme rules, be deemed to be in membership of the appropriate Pension Scheme (USS or OSPS) depending on grade until such time as you give notice in writing that you wish to exercise your right not to be a member of the scheme. Details are available from the Accounts Office.

**B) FREE MEALS**

You are entitled to free meals whilst on duty provided that you are at work both immediately before and after the meal service in Hall.

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## **SAFEGUARDS**

### **A) 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 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.

### **B) 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 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.

### **C) INVENTIONS/DISCOVERIES**

An invention or discovery made by you will normally belong to you, but 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;
- 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.

### **D) VIRUS PROTECTION PROCEDURES**

In order to prevent the introduction of virus contamination into the software system the following rules 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.

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## **E) USE OF IT AND NETWORK FACILITIES**

All use of computer equipment and network facilities within the College is subject to the University Computer Usage Rules and Etiquette and the *JANET Acceptable Use Policy*. These may be accessed online at:

<http://www.ict.ox.ac.uk/oxford/rules/>

In particular you should be familiar with and abide by the *Regulations Relating to the use of Information Technology Facilities*.

Data generated, stored, or transmitted via College and University facilities may be monitored and inspected in accordance with the section 'Examining Users' Data' in the *Regulations Relating to the use of Information Technology Facilities*.

Personal use of the Internet/E-mail may only be made with prior permission.

## **F) ELECTRONIC COMMUNICATIONS**

There are a number of legal points which arise from the use of electronic communications (uploads, downloads, e-mail, instant messaging, discussion forums etc) both internally within the College and externally over the internet.

The rules include the following:-

### **YOU MUST NOT**

1. respond to "Junk Mail" or circulate warnings about alleged new viruses.
2. forward or respond to chain letter- type e-mail.
3. make comment, or statements which could in any way be contrived to be defamatory however innocent you consider them to be.
4. include any information in electronic communications which is protected by copyright i.e. it may not be copied or published without the consent of the author.
5. initiate or forward an electronic communication which contains obscene or pornographic material.
6. initiate or forward an electronic communication which could be considered to constitute an act of harassment or be discriminatory. There are a number of laws which prohibit discrimination on the ground of sex, race, disability, age, gender re-assignment or sexual orientation.
7. disclose information which is protected by embargo or could in any way be considered confidential to the College and/or the employees.
8. make any statements via e-mail which intentionally or unintentionally create a binding contract or which are made negligently.

Failure to observe with the above prohibitions may result in disciplinary action that may lead to dismissal.

## **G) STATEMENTS TO THE MEDIA**

Any statements to reporters from newspapers, radio, television, etc. in relation to the College will be given only by the Warden, Development Director, Antonian Relations Officer or the Bursar.

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## **H) SEARCHES**

1. Although we do not have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises, we would ask all employees to assist us in this matter should we feel that such a search is necessary. Any searches will be random and do not imply suspicion in relation to any individual concerned. If you do not wish to assist, you have the right to refuse to be searched.
2. We reserve the right to call in the police at any stage.

## **I) DATA PROTECTION**

The Data Protection Act is primarily intended to protect individuals against possible misuse of information about them processed manually and 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 the College to comply with its 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 the College's 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 the College's records in such a way as to place the College in breach of its legal obligations under the Act. Any failure to abide by this provision may result in disciplinary action.

## **J) 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 their immediate Supervisor.

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## **STANDARDS**

### **A) WASTAGE**

1. We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of all our 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 and do not allow taps to drip.
  - 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.
  - b. Any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to re-imburse to us the full or part of the cost of the loss.
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 visitors and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. Where workwear is provided, it must be worn at all times whilst at work and laundered on a regular basis. Where no workwear is 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, all work areas must be kept clean and tidy at all times.

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## HEALTH, SAFETY, WELFARE AND HYGIENE

### **A) SAFETY**

1. You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
2. You must not take any action which could threaten the health or safety of yourself or others.
3. You should ensure that you are aware of our 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 at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear is your responsibility, but remains the property of the College.
5. Any injuries, however minor, sustained at work must be recorded in the Accident Book which is kept in the Lodge.

### **B) HYGIENE - GENERAL**

1. All staff are expected to maintain a high standard of personal hygiene and grooming.
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.

### **C) HYGIENE - FURTHER REQUIREMENTS 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 visible jewellery should be worn, other than wedding rings and ear sleeper studs.
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 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 are requested to notify us so that we can discuss any implications arising from the current working time legislation. This legislation protects you against being forced to work more than 48 hours a week on average, based on a 17 week period. You may however, sign an opt out form in which you can agree to work longer than the 48 hour limit. The legislation also gives you entitlements to rest breaks whilst at work, as well as daily and weekly rest periods.

### C) VEHICLE INSURANCE/TRAVELLING EXPENSES

If you use your own vehicle on College business you must ensure that your insurance provides the proper level of cover and that the vehicle is roadworthy and satisfies all legal requirements and you may claim expenses at the College's standard mileage rate. If you travel by other means all reasonable costs incurred will be reimbursed. Such costs must be agreed and authorised by your immediate Supervisor.

You will be reimbursed for any reasonable costs incurred whilst travelling on College business. Such costs must be agreed and authorised by your immediate Supervisor.

### D) COMMUNICATIONS

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

### E) EMPLOYEES' PROPERTY

We do not accept liability for any loss of, or damage to, property which you bring on to the premises. You are requested not to bring personal items of value on to the premises and, in particular, not to leave any items overnight.

### F) LOST PROPERTY

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

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**G) PARKING**

Members of staff are entitled to apply for a Parking Permit for periods of time when they are on duty. The College has a number of different parking areas and a specific car park will be allocated should space be available. However, the right to park on College premises is hereby specifically excluded from your employment contract. A valid College parking permit should be displayed in the front windscreen of each vehicle at all times. 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.

**H) MAIL**

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

**I) TELEPHONE CALLS**

Telephones are essential for our business. Personal telephone calls are allowed only in the case of emergency and with the prior permission of your immediate Supervisor.

**J) BUYING OR SELLING OF GOODS**

You are not allowed to buy or sell goods on behalf of yourself or any other person, other than the College, on our premises.

**K) COLLECTIONS FROM EMPLOYEES**

Unless specific authorisation is given by your immediate Supervisor, no collections of any kind are allowed on our premises.

**L) 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, during working hours.

**M) GIFTS**

College employees are not allowed to accept gifts, hospitality or other benefits from students, other College members, suppliers of goods or services to the College or customers of the College, or where the benefit arises as a result of their College employment from any other person or body without the written consent of their Line Manager. Such consent is not needed where the value of the benefit is less than £25 and no other gift, hospitality or other benefit has been received from the same individual or company in the previous twelve months. Where there is doubt as to the value of what is being offered staff should consult their Line Manager.

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## **N) PUBLIC INTEREST DISCLOSURE**

If you believe the College is failing in certain areas as listed below, you have legal protection against making a disclosure about the College. This is commonly referred to as “Whistle Blowing”

Certain disclosures are prescribed by law as qualifying disclosures. A ‘qualifying disclosure’ is where it can be shown that a relevant failure has occurred that relates to:-

- 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
- f. concealing any information relating to the above

The above legislation is designed to protect you from dismissal or suffering any detriment for ‘whistle blowing’.

You should in the first instance report any concern you may have to the Bursar. 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, the Health and Safety Executive.

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## **VDUs (DISPLAY SCREEN EQUIPMENT (D.S.E.))**

1. The College will endeavour to comply with the Health and Safety (Display Screen Equipment) Regulations 1992 and follow guidance produced by the H.S.E.

There are a number of potential risks from using D.S.E., but these are preventable if the equipment is used correctly.

2. Where a problem arises in the use of display screen equipment e.g. eye strain, upper limb pains, headaches, etc., employees must inform their line manager who will consult the Domestic Bursar. The College will:-

- take all the necessary steps to investigate the circumstances;
- take corrective measures where appropriate; and
- advise the employee of the action taken.

Where appropriate the College will consider changes of task within the working day, to prevent intensive periods of on-screen activity.

3. Where there is a change in the layout of a workstation involving DSE the staff member using that equipment should notify their line manager who will arrange a DSE assessment in conjunction with the Domestic Bursar.

4. Where a visual problem is first experienced in relation to the use of display screen equipment by a habitual user of such equipment, such an employee can request that the College pay for an appropriate eyesight test. Such a request should be made before any expenditure on the test is incurred by the employee. Subsequent eye tests should be requested after the interval recommended by the professional performing the previous test. Evidence of expenditure must be produced before reimbursement is made.

5. The College will contribute up to £100 to the cost of new spectacles to all users who, as a result of such an eye and eyesight test, require prescriptive lenses for D.S.E use. Evidence of purchase must be produced before payment is made.

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## **PERSONAL RELATIONSHIP POLICY**

### **A) INTRODUCTION**

Strong professional working relationships are vital to the success of the College. In accordance with the latest Equality legislation and in conjunction with the College's Equal Opportunities and Harassment policy the College is committed to the principle of equality for all staff and potential employees. The College is normally able to accommodate personal relationships. However on occasions these can cause a conflict of interest or concern to other members of staff. It is therefore necessary that this policy is carefully followed to ensure that equality of opportunity and treatment is maintained at all times. It is not possible to deal with every eventuality and in certain circumstances, not explicitly referred to here it may be necessary for the College to assess the situation and take action.

### **B) DEFINITION OF A PERSONAL RELATIONSHIP**

Any one, two or more staff members employed by the College, who are connected through a family relationship (parent, child, grandchild, sibling, including steps, husband/wife, partner); personal business associate, in a commercial or financial relationship or are in a sexual/romantic relationship (even a short term one).

### **C) PROFESSIONAL CONDUCT**

The high professional integrity of the staff is highly valued and depended on by the College to ensure that all its business is conducted in an effective manner. It is therefore important that all staff are aware of potential conflicts or interests that can arise in the professional work environment from employees having personal relationships, such as issues of equality, fairness of treatment, or confidentiality.

### **D) PERSONAL RELATIONSHIPS BETWEEN MEMBERS OF STAFF**

Personal relationships should not affect the work of the individuals involved. The principles of professionalism and equality should be maintained at all times.

In the case where individuals in a personal relationship are:

- i) working closely together;
- ii) in the same department as each other; or
- iii) there is a direct reporting relationship.

they should not generally be involved in the processes of, training and development, promoting, appraising, grading, disciplining or hearing a grievance of a person they have a personal relationship with. Nor should a member of staff be involved in the recruitment or possible recruitment of someone with whom they are in a personal relationship. Once the relationship has been declared (see next section), the College will try to find alternative arrangements for these processes either by nominating an independent person to conduct the process or by altering the reporting structure through agreement with staff members concerned. In the unlikely event that an alternative arrangement is not possible it is expected that the absolute highest standard of professionalism will be maintained by the individuals involved and that matters will be handled fairly and consistently in line with the treatment afforded to all staff. In cases where there may be an actual or perceived risk of unfair treatment, staff and managers should always seek advice from the Bursar.

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**E) DECLARATION OF PERSONAL RELATIONSHIP BETWEEN STAFF**

Any member of staff who is involved in a personal relationship with another staff member who works in the same department as them or with whom they work closely must declare this personal relationship, in confidence, to their Line Manager, who with the Bursar will assess any potential areas of conflict of interest. Also any member of staff who is in a personal relationship with someone who reports to them either directly or indirectly should declare the relationship to their Line Manager.

**F) BREACH OF PERSONAL RELATIONSHIP POLICY**

Staff should be aware that any breach of this policy may result in disciplinary action being taken.

**G) MANAGEMENT RESPONSIBILITIES**

The College requires all persons with management responsibilities to ensure that professional conduct by their staff is observed.

**H) ADVICE AND FURTHER INFORMATION**

If any member of staff is unclear about any aspect of this Personal Relationship Policy or uncertain as to whether a relationship should be declared or what may constitute a conflict of interest, they should seek confidential advice from the Bursar.

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## **CAPABILITY**

### **A) INTRODUCTION**

We recognise that during your employment with us your capability to carry out your duties may change, there may be improvements or deterioration. The latter 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, we will make every effort to ensure that you understand the level of performance expected of you and that you receive all necessary training and supervision. This will be done in an informal manner in the first instance and you will be given time to adjust to your new role.
2. After an appropriate period of time your standard of performance will be reviewed and any remaining short-comings identified along with the necessary training and support that may be necessary in an attempt to bring your performance to an acceptable standard.
3. 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 within the College.
4. If we cannot transfer you to more suitable work and there is still no improvement after a reasonable time, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.
5. If such improvement is not forthcoming after an agreed period of time, you will be dismissed.

### **C) HEALTH REASONS**

1. Health reasons may arise in the future 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 health reasons which prevent you from attending work, either for a prolonged period or periods or for frequent short periods. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level and again this can usually be most easily obtained by asking your own doctor for a medical report. 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.

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## **DISCIPLINARY RULES AND PROCEDURES**

### **A) INTRODUCTION**

1. It is necessary to have a minimum number of rules and procedures 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 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 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
  - 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 a trade union official, who may act as a witness or speak on your behalf at all stages of the formal disciplinary and appeals 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 detailed in this handbook, a breach of other conditions, procedures and rules set out in 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. failed to abide by the general health and safety rules and procedures
- b. smoked in designated non smoking areas
- c. consumed an excess amount of alcohol on the premises whilst on duty
- d. have been persistently absent and/or late
- e. produced unsatisfactory standards or output of work
- f. being rude towards visitors, members of the public, students or other employees, or engaged in objectionable or insulting behaviour, harassment, bullying or bad language
- g. failed to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours
- h. failed to carry out all reasonable instructions or follow our rules and procedures
- i. made unauthorised use of or negligent damage to or loss of our property
- j. failed to report immediately any damage to property or premises caused by you
- k. made unauthorised use of the E-mail and Internet.

**D) RULES COVERING SERIOUS MISCONDUCT**

- 1. Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, the breach is shown to be due to your extreme carelessness or has had 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 in the first instance, if an alleged gross misconduct disciplinary matter, upon investigation, 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:-

- a. committed acts of grossly indecent or immoral behaviour, deliberate acts of unlawful discrimination or serious acts of harassment
  - b. been involved in fighting or physical assault or you have behaved in a dangerous manner
  - c. been under the influence of intoxicants or drugs which has resulted in you being incapable of working or not performing your duties satisfactorily
  - d. been in possession of, supplied or used illicit drugs
  - e. deliberately falsified any records (including time sheets, absence records and so on, in respect of yourself or any fellow employee)
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- f. undertaken private work on the premises and/or in working hours without express permission
  - g. worked in competition with us
  - h. taken part in activities which have resulted in adverse publicity to ourselves, or which have caused us to lose faith in your integrity
  - i. stolen or have been found in the possession, without authority of money or property, which belonged to us, another employee, or a third party
  - j. caused destruction/sabotage of our property, or any property on the premises
  - k. committed serious breaches of the health and safety rules which have endangered the lives of employees or any other person
  - l. have been grossly insubordinate and/or continued to refuse to carry out legitimate instructions
  - m. abused the personal harassment policy.

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**F) DISCIPLINARY PROCEDURE**

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

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

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

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**G) DISCIPLINARY AUTHORITY**

The operation of the disciplinary procedure contained in the previous section is based on the following authority at the various levels of disciplinary action.

**PERSON AUTHORISED TO TAKE DISCIPLINARY ACTION IN THE CASE OF:**

	<b>SENIOR ADMINISTRATIVE/ SENIOR CLERICAL STAFF</b>	<b>OTHER EMPLOYEES</b>
Formal verbal warning	Bursar	Immediate Supervisor
Written warning	Bursar	Senior Administrative Officer
Final written warning	Bursar	Senior Administrative Officer
Dismissal	Bursar	Bursar

**H) PERIOD OF WARNINGS**

1. Formal verbal warning

A formal verbal warning will normally be disregarded after a 6 month period.

2. Written warning

A written warning will normally be disregarded after a 12 month period.

3. Final written warning

A final written warning will normally be disregarded after a 12 month period. However, in exceptional circumstances this may be increased to 18 months. You will be notified of any such decision.

**I) GENERAL NOTES**

1. If you are in a supervisory or managerial position then demotion to a lower status may be considered as an alternative to dismissal except in cases of gross misconduct.

2. In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.

3. Gross misconduct offences will result in dismissal without notice.

4. You have the right to appeal against any disciplinary action.

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## **CAPABILITY/DISCIPLINARY APPEAL PROCEDURE**

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

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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 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/ your Line Manager, 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 Warden within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the College will be represented by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting).
6. Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

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## **CODE OF PRACTICE ON HARASSMENT**

### General Considerations

St Antony's College is committed to ensuring for all its members and employees a fair, humane and respectful environment, in which only such relevant considerations as ability or effort are applied in the treatment and evaluation of individuals. Harassment is an unacceptable form of behaviour. The College is committed to protecting members, staff, and any other person for whom the College has a special responsibility from any form of harassment which might inhibit them from pursuing their work or studies, or from making proper use of College facilities. The College deplores such behaviour as socially, academically and professionally inappropriate, and it is official policy of the College that harassment of members and employees will not be tolerated. Members of the College are encouraged to make use of informal mechanisms and to address complaints to any adviser. A list of the names of Advisors is available from the Bursar. Complaints of harassment will be taken seriously and may lead to disciplinary proceedings.

For the purposes of the code, harassment may be broadly understood to consist of unwarranted behaviour towards another person, so as to disrupt the work or reduce the quality of life for that person, by such means as single or successive acts of bullying, verbally or physically abusing, or ill-treating him or her, or otherwise creating or maintaining a hostile or offensive studying, working or social environment for him or her. Harassment relating to another's sex, sexual orientation, religion, or race are among the forms of harassment covered by the code. Unacceptable forms of behaviour may include unwelcome sexual advances, unwelcome requests for sexual favours, offensive physical contact or verbal behaviour of a sexual nature, or other hostile or offensive acts or expressions relating to people's sex, sexual orientation, religion or race. The abuse of a position of authority, as for example that of a tutor or supervisor, is an aggravating feature of harassment. Those protected by the code may appropriately seek advice in relation to harassment even if the conduct in question is not sufficiently serious to warrant the institution of disciplinary proceedings.

Being under the influence of alcohol or otherwise intoxicated will not be admitted as an excuse for harassment, and may be regarded as an aggravating feature.

Copies of the full Code of Practice are available from the College Registrar.

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## TERMINATION OF EMPLOYMENT

### A) RETIREMENT

The national default retirement age is 65. The College policy is for all employees to retire at the end of the month in which they achieve the age of 65. The College will notify employees of their forthcoming retirement not more than twelve months and not less than six months before the intended date of retirement.

You will have a statutory right to request to work beyond 65 and details of the process will be advised in the letter notifying you of the intended date of retirement.

The College has a duty to consider any request received from you to work beyond the age of 65: however, the College does not necessarily have to agree to the request.

### 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 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 **direct or indirect costs** 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.