

**College Ordinance on Regulations of the Employment of Staff under Statute XLIV  
[GB minute 6291]**

1. The College Committee shall determine the standard terms and conditions of employment which apply to all staff and must approve any proposal to offer any individual terms which differ from the approved standard terms and conditions of employment.
2. Every person to be appointed to the staff shall be informed in writing of the terms and conditions of appointment and no such appointment shall be valid until the terms and conditions of the appointment have been accepted in writing by the person to whom the appointment has been offered.
3. The College Committee shall approve the College's policies and procedures for dealing with grievances and disciplinary matters, and any changes to those procedures. The Bursar shall approve all other employment policies and regulations, and any changes to those policies and regulations.
4. The Bursar shall maintain a staff handbook which contains all employment policies and regulations and other relevant information relating to the employment of staff. This handbook shall be made available to all staff and must be regularly professionally reviewed to ensure that the practices within the College comply with all relevant legislation and take account of best practice in comparable organisations.
5. The Governing Body after consultation with the College Committee may from time to time prescribe a maximum number of staff who may be employed in each area of the College's activities and may specify conditions relating to the term, pay level or entitlements of any individual post within such establishment.
6. The appointment within the prescribed establishment of any person to the staff shall be made by the Bursar, provided that the selection of the person to be appointed as a head of department or to any more senior post shall be made by the College Committee or by any panel which it may set up for that purpose.
7. Any proposal relating to an appointment, beyond the limits of the establishment prescribed under regulation 5, shall require the approval of the Governing Body.
8. The College is committed to a policy and practice which requires that entry into employment with the College and progression within employment be determined only by personal merit and by the application of criteria which are related to the duties of each particular appointment and the relevant pay structure. No applicant for an appointment in the College, or member of staff once appointed, will be treated less favourably than another on the grounds of sex, sexual orientation, marital status, race, ethnic or national origin, colour, gender reassignment, pregnancy, religion or belief, disability or age. An employee suffering from unequal treatment on the grounds of sex, sexual orientation, marital status, race, ethnic or national origin, colour, gender assignment, pregnancy, religion or belief, disability or age may make a complaint which will be dealt with through the individual grievance procedure contained within the College's policies and regulations on the employment of staff.

## STAFF HANDBOOK

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The following are the College's employment policies and regulations for staff employed under the College Ordinance on the Employment of Staff and are current at May 2020. Save for Sections 1 and 2 below these policies are for guidance only and do not form part of an employee's contract of employment.

In addition to the policies set out in the Handbook, staff are expected to adhere to such additional rules, regulations, policies and procedures that the College may have in place from time to time, for example, those available on the College website. See Appendix 1.

Casual and agency workers should refer to Appendix 1 for the list of policies and regulations which apply to all workers.

If there is any doubt about any aspect of the policies in the Handbook, further guidance or clarification should be sought from a Head of Department or the HR Officer.

## **1 General**

- (1) An appointment may be expressed to be subject to a satisfactory medical examination.
- (2) The duties of each post shall be determined by the College Officer in charge of the relevant Department, in conjunction with the Bursar. These duties shall not be substantially changed without the employee being consulted and being afforded the opportunity to comment on the proposed change. These duties and any change therein shall be notified to the employee by the issue of a job description or an amendment thereto.
- (3) If an employee temporarily undertakes additional duties, the College Committee may, on the recommendation of the College Officer in charge of the Department, approve an additional payment for the relevant period.
- (4) Eligible employees will be enrolled into a workplace pension in accordance with the regulations of the Scheme. Full details will be provided to those eligible. The College Assistant Staff Superannuation Scheme which was previously in place is now a closed scheme. Any entitlement accrued under that closed scheme will remain in place. Any employee who is already in the Universities Superannuation Scheme shall continue to pay contributions in accordance with the Regulations of the Scheme and their entitlement to pension will be governed under the rules of that scheme from time to time in force.
- (5) Subject to the procedures set out below, the employment of College staff shall be terminable by the Bursar on behalf of the College, after consultation with the College Officer in charge of the relevant Department and the Master and Senior Tutor. In the event that the Bursar is unable for one of the reasons set out in (6) below to terminate such employment, another appropriate College Officer will be appointed by the College Committee to do so in place of the Bursar.
- (6) The reasons referred to in (5) above are:
  - (a) where the Bursar has carried out the investigation culminating in the staff member's potential dismissal;
  - (b) where the Bursar's long-term absence from College, for example by reason of sabbatical or long-term illness or injury, prevents him from doing so; and
  - (c) in any other situation identified by the Bursar from time to time.
- (7)
  - (a) Notice of resignation or termination of employment shall be given in writing and shall be of the length specified in 1(7) (b), (c) or (d) below, as may be appropriate, unless a longer period is stipulated in an individual contract of employment.
  - (b) Staff with less than one year's continuous service shall be required to give to the College one week's notice of resignation.

- (c) Staff with more than one year's continuous service shall be required to give to the College four weeks' notice of resignation.
- (d) Except in the case of gross misconduct where no notice shall be given, staff shall be given periods of notice of termination of employment as follows:
  - if the period of continuous employment has been less than two years: one week;
  - if the period of continuous employment has been two or more years but less than twelve years: one week for each such year;
  - if the period of continuous employment has been twelve years or more: twelve weeks.
- (9) The contract of employment of any person to whom these policies and regulations apply, at the option of the College, may be transferred to or from a company owned by the College, provided that any such transfer shall not prejudice the employee's rights and in particular service with the transferor body shall be deemed to be service with the transferee body.
- (10) These policies and regulations shall apply in all other respects, notwithstanding that employment is with a company owned by College rather than with the College itself.

## **2 Hours of Work and Holidays**

- (1) Each employee's hours of work shall be notified on appointment. No permanent change shall be made without consultation and reasonable notice.
- (2) Hours worked in excess of those specified on appointment or in a contract of employment shall be compensated in accordance with 2(3) to 2(12) below.

### *Overtime Work and its Compensation*

- (3) Overtime is that time worked in excess of the hours specified in the employee's contract of employment.
- (4) Overtime shall be worked only when necessary in the interests of the College and with the prior consent of the College Officer in charge of the Department, who shall ensure that the work is sufficiently controlled and recorded. The working of overtime should be the exception rather than the rule and it is not the intention of the College that overtime should form a regular part of an employee's working week.
- (5) In normal circumstances, a request to work overtime shall be given to an employee with at least 24 hours' notice.
- (6) No period of less than half an hour on any one occasion shall be counted as overtime.
- (7) Provided that the total period of overtime worked on site does not exceed four hours, when an employee is required to make an additional journey to work, the

time so taken in travelling from home to the place of work and in returning, shall, subject to an upper limit of half an hour each way, be counted as overtime.

(8)

- (a) Eligible employees shall be paid for overtime required to be worked or shall be granted time off in lieu at the option of the responsible Head of Department.
- (b) Employees shall be entitled to time off in lieu for overtime required to be worked and authorised in advance, except that with the consent of the Bursar, the Head of Department may authorise payment for overtime if it is not practicable for an accrued time off entitlement to be taken in the remainder of the leave year.

(9) Unless otherwise stated in the employee's contract of employment, the following hourly rates will be used in calculating payments or time off in lieu for overtime required to be worked:

- (a) For part-time work up to the number of hours in a week normally worked by comparable full-time employees: Basic (i.e. plain time) hourly rate
- (b) For overtime worked Monday to Saturday in excess of number of hours normally worked by a full-time employee: Basic hourly rate x 1.5
- (c) For overtime worked on Sundays or Bank Holidays not covered by (d) below): Basic hourly rate x 2
- (d) For overtime worked on Christmas Day, Boxing Day and New Year's Day, and for overtime worked on Good Friday and Easter Monday, when they fall in the period between the end of the Lent Term and the beginning of Easter Term: Basic hourly rate x 2 plus time off in lieu equal to the number of hours worked

(10) Special arrangements shall be made for compensating shift work, on-call, call-in and stand-by duties and for additional hours necessary for the proper discharge of the duties of certain posts, but these must receive the prior approval of the College Committee before any additional payments will be made.

(11) Payment at special rates may be made for work performed voluntarily which is outside the employee's terms and conditions of employment with the College. Such special rates shall be agreed between the College Officer in charge of the Department and the College Committee, and payments shall not be made without the approval of the College Committee.

(12) Claims for payment of overtime shall be submitted to the Head of Department at monthly intervals. Such amounts must be within the sums provided in the College budget unless supplementary approval has been given by the College Committee.

- (13) In accordance with the Working Time Regulations 1998, employees' average working time shall not exceed 48 hours for each seven-day period (including overtime) in any reference period unless they have signed a separate opt-out agreement.

*Annual Leave*

- (14) The leave year shall be the calendar year from 1 January to 31 December unless otherwise approved by the College Committee.
- (15) The full-time annual leave entitlement shall be thirty-three days consisting of eight Public Holidays or days granted in lieu and twenty-five days' annual leave, with a pro rata equivalent for part-time employees.
- (16) While on leave employees will be paid at a rate based upon their average or normal weekly wage.
- (17) Leave may not be carried forward from one year to the next except that, if an employee has for good reason been unable to take all leave due by the end of a leave year, the College Officer in charge of the Department may allow the remainder to be taken during the following three months.
- (18) An employee shall not be paid for leave which is not taken except in the circumstances described in paragraph (21) below.
- (19) The dates on which an employee takes annual leave shall be determined by the Head of Department in consultation with the employee. Employees in Departments of the College which close for specific periods shall normally take annual leave at these times, which shall so far as possible be notified by the College before the start of the leave year and not later than three months before any closure. The College shall normally give, and employees take, a period of unbroken leave of not less than two weeks' duration in each leave year.
- (20) All periods of absence (except those which are due to sickness or injury or are pregnancy related, or are otherwise authorised) shall count against annual leave with pay. If the College Officer in charge of the Department considers an absence arises from a cause over which the employee has no control, or is justified on compassionate grounds, special paid leave may be granted to cover such absence to a maximum of five working days in any one leave year. The approval of the College Committee must be obtained for any such leave in excess of five working days in any one leave year.
- (21)
- (a) An employee appointed after the beginning of the leave year shall be entitled to that proportion of annual leave with pay which is equivalent to the proportion of the leave year remaining from the date of appointment.
- (b) An employee who resigns or who is given notice of termination of their employment (except in cases of gross misconduct) during the course of the leave year shall take the balance of annual leave during their notice period. The amount of leave due

shall be the proportion of the total annual leave entitlement which is equivalent to the proportion of the leave year already worked.

- (c) If the Head of Department finds it impracticable before service ends to grant the leave which is due, an amount will be paid in lieu equal to salary for the period concerned. This shall not, however, be a right to payment as an alternative to taking the leave due.
- (d) Leave entitlement shall be rounded up to the nearest day.
- (22) The College Officer in charge of the Department may grant additional leave with pay up to a maximum of four weeks in any one academical year for attendance at approved courses of training or instruction.
- (23) The College Committee may, on the recommendation of the College Officer in charge of the Department, grant additional leave without pay.
- (24) Additional days of annual leave shall be granted in recognition of length of service as follows:
  - (a) one additional day after nine years' service;
  - (b) one additional day for each completed period of three years' unbroken service thereafter (up to maximum of 37 days of annual leave after eighteen years' service).

#### *Records*

- (25) The Head of Department shall provide to the Bursar records showing dates of each absence showing those due to sickness or to leave of their staff, the amount of overtime worked and payments authorised.
- (26) The Head of Department shall have the right to require employees to record, in a manner to be approved by the College Committee, their times of arriving at and leaving work.

### **3 Payments During Absence Through Sickness**

- (1) A day of sickness is a day on which an employee would normally be at work but is incapable of normal work, because of a specific disease, condition or disablement.
- (2) An employee absent on account of sickness will receive payment in lieu of salary, subject to the following conditions:
  - (a) the cause of absence and its expected duration is notified to their Head of Department as soon as practicable and in any event no later than 2 hours prior to the start of the employee's shift with continued regular updates by telephone or post throughout the period of absence;
  - (b)
    - (i) on return to work a Self Certification Form is submitted to the Payroll Office whenever the period of sickness has lasted for no more than seven

consecutive calendar days: sickness on Saturdays, Sundays, Public Holidays and any alternative rest days must be included in the period of sickness;

- (ii) if the period of sickness continued beyond seven days, the Self Certification Form is forwarded by post or other means to the Head of Department as soon as practicable; and
  - (iii) a doctor's statement of fitness for work stating that the employee is not fit for work and the reasons why must be submitted to the Head of Department as soon as practicable to cover each further absence beyond the seventh day.
- (c) If a doctor's certificate states that an employee "may be fit for work" the employee must inform their Head of Department immediately so that the College can discuss with the employee any additional measures which may be needed to facilitate their return to work, taking account of the medical advice. If appropriate measures cannot be taken, the individual will remain on sick leave.
- (3) (a) The payments that may be made shall be as follows:

Period of unbroken service from the date of appointment	Total number of weeks in any rolling period of twelve months	
	At a rate equal to normal pay	At a rate equal to half normal pay
Six months to 1 year	8 weeks	A further 8 weeks
Over 1 year and up to 3 years	12 weeks	A further 12 weeks
Over 3 years and up to 5 years	20 weeks	A further 20 weeks
Over 5 years	26 weeks	A further 26 weeks

- (b) The rate and the period for which payment shall be made shall be calculated by deducting from the period of benefit appropriate to service on the first day of absence the aggregate of the periods of absence due to sickness during the twelve months immediately preceding the first day of absence. The aggregate shall be calculated as laid down at 3(6) below.
- (4) The periods deducted in 3(3)(b) above shall exclude:
- (a) absences of less than one day's duration, provided the total of such absences does not exceed five days in any one year;
  - (b) absences caused by contact with an infectious disease from which the employee was not suffering;
  - (c) absence through injury sustained in the discharge of College duties, and not through the fault of the employee;



- (d) absence due to sickness but without pay in lieu of salary.
- (5) On application by the College Officer in charge of the Department, the College Committee shall have power to extend the period in which payments may be made beyond those authorised in 3(3) above. The rate at which payments may be made during this extended period shall be at the discretion of the College Committee.
- (6) (a) The amount of the payment to be made in lieu of salary shall be the employee's normal salary, including any shift allowance and any additional payment under 1(3) above, but excluding any overtime payments and subject to the proviso in (b) below. Such payment shall be deemed to include Statutory Sick Pay.
- (b) The payment referred to in (a) above will be reduced by the amount of sickness, invalidity or other benefit which the employee may receive or would be entitled to as the result of a claim under the Social Security acts. For this purpose all staff shall be deemed to be entitled to all the benefits of a person paying the full rate of National Insurance Contributions.
- (c) Once an employee's sick leave entitlement under 3 (3) (a) above has expired, they will be entitled to Statutory Sick Pay for up to 28 weeks in any period of incapacity for work or linked periods, in accordance with the Social Security Contributions and Benefits Act 1992.
- (7) If absence is caused by an accident in respect of which the employee can properly claim from a third party damages for loss of earnings, any payment awarded to compensate for such loss of earnings from the College shall be repaid by the employee to the College to offset against payments actually made to the employee under this policy.
- (8) If an employee is certified as sick when absent on annual leave, the College shall normally treat the period concerned as sick leave and shall grant a substitute period of annual leave at a later date. Should this prove impracticable, or if the employee so requests, the period of absence concerned shall stand as annual leave, to be paid at the normal rate and shall not count as part of an entitlement to payment during sickness as defined in this policy. In such case a deduction shall not be made from salary for any benefit which the employee may be entitled to claim under the Social Security Acts - see 3(6)(b) above.

#### *Conduct During Sickness Absence*

- (9) In all cases of sickness or injury which necessitate taking time off work, it is expected that employees will do their utmost to facilitate a speedy return to fitness and to work. In this regard, employees are trusted to act sensibly and honestly.
- (10) The College would not in the normal case expect any employee who is absent from work due to sickness or injury to:
  - (a) participate in any sports, hobbies or social activities which are in any way inconsistent with their alleged illness or injuries or which could aggravate the illness or injury or which could delay recovery;

- (b) undertake any other employment whether paid or unpaid. If an employee declares themselves incapacitated from work in relation to their employment, it is unlikely to be deemed proper conduct to undertake any other duties whilst off sick;
  - (c) engage in any work around the home in terms of home improvements or the similar;
  - (d) engage in any activity which is inconsistent with the nature of the alleged illness or injuries (e.g. be seen walking around town with bags of shopping whilst suffering from an alleged physical injury).
- (11) Any case involving a breach of this policy will be looked at on a case by case basis but disciplinary action may be taken which could include summary dismissal.

#### *Exclusions*

- (12) There is no entitlement to any College sick pay (this may include the withdrawal or non-payment of SSP in some cases) where in the opinion of the College:
- (a) an employee has knowingly entered false information on any form (including a self-certificate or application form and including in relation to any requests to reclaim annual leave under paragraph (8) above); this is regarded as serious misconduct which could result in disciplinary action being taken including warning or dismissal;
  - (b) an employee has failed to follow the procedure set out above;
  - (c) there are any serious doubts about the circumstances surrounding the employee's claim for sick pay;
  - (d) an employee's absence record in previous years is, in the opinion of the College Committee, excessive;
  - (e) an employee's absence is caused by negligence, recklessness or carelessness by the employee in not observing standard safety practices or by wilful misconduct at work -in addition to withholding sick pay, the College reserves the right to take any appropriate action it deems fit including disciplinary action where necessary;
  - (f) an employee's absence is caused by any self-inflicted illness or injury; this may include any illness or injury which was in the opinion of the College Committee primarily caused by an employee's failure to heed medical advice;
  - (g) an employee's absence is caused through injury in any dangerous sport as defined by the College. In this respect, employees are advised to take out their own personal accident insurance cover;
  - (h) an employee's absence is caused through illness or injury occasioned at any outside employment (whether paid or unpaid) or activities such as a charity parachute jump or run;

- (i) an employee's absence is caused by elective surgery or medical treatment unless undertaken upon the advice of a registered medical practitioner and confirmed as necessary by any doctor appointed by the College. This covers cosmetic surgery or dental treatment; treatment for infertility; and sterilisation operations.

#### *Unauthorised Absence*

(13) Unauthorised absence is defined as:

- (a) Where an employee fails to turn up for work at the appropriate time. No payment will be made for unauthorised absence and disciplinary action may be taken UNLESS the absence is due to:
  - (i) genuine sickness and this has been notified to the College in accordance with the procedure set out above;
  - (ii) leave for which prior permission had been granted (in writing where appropriate) by the Head of Department;
  - (iii) genuine reasons outside the employee's control which are acceptable to the College.

(14) Should the College have any reason to doubt the validity of the illness or injury or the reason given for the absence, the College reserves the right to withhold pay for all or part of the absence and may issue a formal warning (which could eventually lead to dismissal) or even dismiss if such conduct was deemed to be gross misconduct under the Disciplinary procedure, should the circumstances warrant it.

(15) If an employee's past absence record causes concern or their absence record is higher than the average of those working in the same location, they may receive an extended written warning which may last longer than normal written warnings. If this should happen, the warning letter will make clear how long the warning will last and the reasons for the extended warning.

#### **4 Payment of Allowances for Travelling or During Absence from Cambridge**

- (1) An employee shall be entitled to reimbursement, as provided in this policy,
  - (a) in respect of travelling expenses if required by the College Officer in charge of the Department to undertake a journey, including any special additional journey outside normal working hours between home and the place of work;
  - (b) in respect of subsistence expenses if required to be on duty for four hours or longer away from Cambridge;
  - (c) in respect of both travelling and subsistence expenses if given leave of absence in order to attend an approved course of training or instruction, under 2(22) above or to obtain special experience, away from Cambridge.

- (2) Rates of payment shall be those approved by the College Committee from time to time.
- (3) Subject to 4(4) and 4(5) below, repayment shall be limited to the sum actually and necessarily expended. Payment on a mileage basis for the use of a private motor vehicle may be made only if the College Officer in charge of the Department is satisfied that travel by public transport is impracticable.
- (4) No allowance calculated on a mileage basis will be paid for the use of a pedal cycle for journeys undertaken on behalf of the College.
- (5) An employee who agrees to undertake duties beyond those in the employee's job description and which would involve prolonged residence away from home may be entitled to a special allowance, in addition to travelling and subsistence expenses. On the application of the College Officer in charge of the Department, the College Committee shall determine the amount and authorise such a payment.
- (6) With the exception of the provisions in 2(7) above, in respect of special additional journeys to work, an employee shall not receive payment for overtime in respect of any time, including travelling time, reimbursed in accordance with this policy.
- (7) Expenses will only be reimbursed if they are claimed using forms that are available from Caroline Russell in the Accounts Department and submitted to the same office supported by relevant documents, for example, VAT receipts, tickets and credit or debit card slips.

## **5 Method and Times of Payment of Salaries and Wages**

- (1) Payment shall be by transfer of credit to a bank account or equivalent on or around the 25<sup>th</sup> day of the month or as appointed by the College from time to time.
- (2) Annual salaries become due at calendar monthly intervals.
- (3) When for any reason it is necessary to determine payment for a part of a normal pay period, the sum due shall be calculated on the basis of 1/260 of a full time annual salary for each working day.
- (4) Employees shall not be entitled to receive payment in advance for periods of leave, but the College Officer in charge of the Department may authorise such payment if they are satisfied that there is good cause for so doing.

## **6 Conflicts of Interest**

- (1) Employees may not purchase items for personal use or consumption on the College's accounts without prior authorisation in writing from their line manager or Head of Department. A copy of such written authorisation must be retained with the purchase order.
- (2) Employees must declare an interest if they have a personal involvement in any circumstance, transaction or event involving the use College resources and in which they have a management or organising role. For the avoidance of doubt "personal"

shall include the employee themselves and any member of their close family, or any organisation over which any of those people have significant control or influence.

- (3) Where such an interest exists, the relevant transaction or event may only be authorised by a superior line manager who does not have such an interest. Authorisation must be given in writing and define the boundaries of the employee's authority in connection with the event.
- (4) A record of staff declarations of interest and relevant authorisations must be retained in the employee's file.

## **7 Individual Grievance Procedure**

- (1) An employee, whether or not a member of a trade union, has the right to raise any concerns, problems or complaints concerning any aspect of their employment under this grievance procedure unless the matter is subject to other agreed procedures. Provided those concerned agree in writing, the procedure may be abbreviated and any stage may be omitted in the interests of a speedy solution. The right of an employee to request a personal interview with the Head of Department or College Officer in charge of the Department on an informal basis shall in no way be limited by this procedure.
- (2) Most grievances can be resolved quickly and informally through discussions between an employee and their line manager. If an employee feels unable to raise a matter with their line manager, the matter should be raised with the College's HR Officer.
- (3) *Stage 1 - Grievance*
  - (a) In the event that it is not possible for a matter to be resolved informally as described above, an employee with a personal grievance shall write to the Bursar indicating that they wish to raise a formal grievance. In the event that the employee's grievance is against the Bursar, the employee shall write to a member of College Committee in which case, references in this and the next paragraph to the Bursar should be read as being to a member of College Committee.
  - (b) The employee should set out in writing a brief description of the nature of the complaint, including relevant facts, dates and names of individuals involved. The employee should also state how they think their grievance should be resolved and send it to the Bursar.

The Bursar will then arrange to meet the employee and seek to resolve the matter.

- (c) This meeting shall whenever possible take place within five working days of the matter being notified in writing. At the meeting, the employee may be accompanied by a companion (who should be a fellow employee or a trade union representative) who may make representations but must not answer questions on the employee's behalf. The employee must tell the Bursar who their chosen companion is in good time before the hearing. The purpose of the meeting is for

the employee to explain their grievance and assist the Bursar to make a decision based on the evidence and representations made.

- (d) In some cases, either before or after the meeting, it may be necessary for the Bursar to carry out investigations into a grievance, which may involve interviewing and taking statements from witnesses and/or reviewing relevant documents.
  - (e) After the meeting and any investigations have taken place the Bursar shall inform the employee in writing of the decision in response to the grievance and notify them of their right of appeal.
- (4) *Stage 2 - Appeal*
- (a) If the employee wishes to appeal, they may do so in writing to the Bursar, stating full grounds of appeal, which must relate directly to the grievance raised, within ten working days of receipt of the Bursar's decision.
  - (b) The Bursar will refer the matter to the College Committee which will then arrange an appeal hearing. The appeal hearing will be heard by a member or members of the College Committee who have not previously been involved in the initial grievance process ("the Appeal Committee"). If this is not practical, the appeal hearing may be heard by a member or members of the Governing Body.
  - (c) The employee may be accompanied to the appeal hearing by a companion (who shall be a fellow employee or a trade union representative) who may make representations but may not answer questions on the employee's behalf. The employee must tell the College Officer conducting the appeal hearing who their chosen companion is in good time before the hearing.
  - (d) The Chairman of the Appeal Committee will notify the employee of the decision in writing within five working days of this meeting.
  - (e) There is no further right of appeal.

## **8 Disciplinary Procedure**

### **(1) *Informal Procedure***

- (a) Minor incidents of misconduct can often be resolved informally between employees and their Head of Department. Where appropriate, a note of such informal discussions may be placed on an employee's personnel file, but will be ignored for the purposes of any future hearings.
- (b) If the matter is not resolved, or if informal discussion is not appropriate because of the nature of the allegations, formal steps will be taken under this procedure.

### **(2) *Misconduct***

- (a) Matters of misconduct will be dealt with under the College's Disciplinary Procedure.

(3) *Gross Misconduct*

- (a) Examples of gross misconduct include, but are not limited to:
  - (i) Theft or fraud.
  - (ii) Physical violence.
  - (iii) Bullying.
  - (iv) Deliberate and serious damage to property.
  - (v) Serious misuse of the College's property or name.
  - (vi) Deliberately accessing pornographic, offensive or obscene material on internet sites.
  - (vii) Serious insubordination.
  - (viii) Unlawful discrimination or harassment.
  - (ix) Bringing the College into disrepute.
  - (x) Serious incapability at work brought on by alcohol or illegal drugs.
  - (xi) Causing loss, damage or injury through serious negligence.
  - (xii) A serious breach of rules or any of the College's policies.
  - (xiii) A serious breach of confidence.

(4) *Investigation*

- (a) The College will aim to investigate the facts relating to any disciplinary allegations promptly before deciding whether to proceed with a disciplinary hearing. The level of investigation will depend on the nature of the allegations and will vary from case to case but may involve interviewing and taking statements from the employee concerned and any witnesses and/or reviewing relevant documents.
- (b) Investigative interviews are purely fact finding and are not disciplinary.
- (c) This investigation will be carried out by a delegated representative of the College of appropriate seniority, who will not be involved in any decision taken at any subsequent disciplinary hearing.

(5) *Suspension*

- (a) In cases where an employee's continued presence at work may hinder an investigation, the College Officer in charge of the Department or the Bursar may suspend that employee from work. Whilst suspended, an employee should follow the College's lawful instructions which may include not visiting the College or contacting any suppliers, contractors, students or employees unless authorised to do so.
- (b) Suspension of this kind is not a disciplinary penalty and in no way implies that any decision has been made about the allegations. Suspended employees will continue to receive their full basic salary and benefits during the period of suspension.
- (c) Where the College Officer in charge of the Department has suspended an employee, they shall inform the Bursar immediately of the facts concerning that suspension.

(6) *Right To Be Accompanied*

- (a) Employees may bring a companion to any disciplinary hearing or appeal hearing under this procedure. The companion may be either a trade union official or a colleague and the employee must tell the person conducting the hearing who their chosen companion is in good time before the hearing.
- (b) For the avoidance of doubt, a companion may not be a legal representative or family member.

(7) *Hearing*

- (a) Following any investigation, if the College considers there are grounds for disciplinary action, the employee will be asked to attend a disciplinary hearing. The hearing will usually be chaired by the Bursar, but may be chaired by another College Officer if it is not possible or appropriate for the Bursar to chair the hearing. References in this policy to the Bursar are to the relevant College Officer in situations where the hearing is not chaired by the Bursar.
- (b) Prior to the hearing, the Bursar will inform the employee in writing of the allegations against them and the basis for those allegations. Where appropriate, copies of any relevant documents and witness statements (unless a witness's identity is to be kept confidential) will also be provided. The employee will also be told what the range of outcomes may be if the College decides at the hearing that the allegations are true.
- (c) The employee will be given a reasonable amount of time to prepare their case.
- (d) If the employee or companion cannot attend the hearing, they should inform the Bursar as soon as possible and an alternative time will be arranged. Failure to attend without good reason may be treated as misconduct in itself. If the employee fails to attend without good reason, or is persistently unable to do so (for example, for health reasons) the College may have to make a decision based on the evidence before it.
- (e) The employee should provide copies of any relevant documents and/or witnesses statements they wish to refer to at the hearing at least 48 hours before the hearing.
- (f) At the disciplinary hearing, the allegations against the employee and the evidence that has been gathered will be examined. The employee will be able to respond and present any evidence of their own. The companion may make representations, but should not answer questions on the employee's behalf.
- (g) Where reasonable and necessary the employee may ask relevant witnesses to appear at the hearing, provided sufficient advanced notice is given to arrange their attendance. The employee will be given the opportunity to respond to any information given by a witness. However, the employee would not normally be permitted to cross-examine witnesses unless, in exceptional circumstances, the College decides that a fair hearing could not be held otherwise.



- (h) The disciplinary hearing may be adjourned if the College needs to carry out any further investigations such as re-interviewing witnesses in the light of any new points raised at the hearing. The employee will be given a reasonable opportunity to consider new information obtained before the hearing is reconvened.
  - (i) The Bursar will inform the employee in writing of the decision of the College and the reasons for it (and right of appeal where appropriate), usually within two weeks of the disciplinary hearing.
- (8) *Possible Sanctions*
- (a) **First Written Warning:** A first written warning will usually be appropriate for a first act of misconduct where there are no other active written warnings on an employee's personnel record. The Bursar will notify the employee of the reasons for the warning and the consequences of further misconduct. A copy of this warning will be kept in the employee's personnel record. The warning will usually be disregarded for disciplinary purposes after 6 months, subject to satisfactory conduct. There may be circumstances where, at the College's discretion, it is appropriate for the warning to remain active for a longer period.
  - (b) **Final Written Warning:** In the event of further misconduct, or if the misconduct is sufficiently serious (even if there are no other active warnings on the employee's file) a final written warning may be given by the Bursar. This will give details of the complaint and warn that any further misconduct may result in dismissal. A copy of the final written warning will also be kept on the employee's personnel record and will usually be disregarded for disciplinary purposes after 12 months, subject to satisfactory conduct. In exceptional cases verging on gross misconduct, a final written warning may state that it will remain active indefinitely.
  - (c) **Dismissal:** If an employee's conduct remains unsatisfactory, dismissal will normally result. It will also be appropriate in cases of gross misconduct, even if there are no active warnings on the employee's file.
  - (d) The College may however consider other possible disciplinary sanctions, at its discretion, as an alternative to dismissal. For example: demotion, transfer, loss of seniority, salary reduction, loss of future pay increment or bonus, suspension with or without pay.
  - (e) If an employee is dismissed the Bursar will provide them, as soon as reasonably practicable, with written confirmation of the dismissal and the date on which their employment terminated or will terminate and they will be notified of their right of appeal.
- (9) *Appeals*
- (a) If an employee feels that disciplinary action taken against them is wrong or unjust, they should appeal in writing to the Bursar, stating full grounds of appeal within one week of the date on which they are informed of the decision.

- (b) If an employee is appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if the appeal is successful, the employee will be reinstated with no loss of continuity of service or pay.
- (c) If an employee raises any new matters in their appeal, the College may need to carry out further investigations. If any new information comes to light, then the College will provide the employee with a summary including, where appropriate, copies of additional relevant documents and witness statements. The employee will have a reasonable opportunity to consider this information before the hearing.
- (d) The appeal hearing will be conducted by a member or members of the College Committee who have not previously been involved in the case ("the Appeal Committee").
- (e) The Chair of the Appeal Committee will give written notice of the date, time and place of the appeal hearing.
- (f) The Appeal Committee may adjourn the appeal hearing if it considers that the College needs to carry out any further investigations in the light of new issues raised at the hearing. The employee will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- (g) Following the appeal hearing the College may confirm the original decision, revoke the original decision or substitute a different penalty.
- (h) The College will inform the employee in writing of its final decision as soon as possible, usually within two weeks of the appeal hearing. There will be no further right of appeal.

## **9 Performance and Capability Procedure**

### **(1) *Introduction***

This procedure is designed to ensure that all employees are dealt with fairly and consistently where it is considered that they are falling short of the required standards of performance by reason of their capability. Poor performance due to capability may arise where there is a lack of the skills, aptitude or qualities, which the College considers necessary for the role concerned. This procedure should not be used to deal with poor performance due to misconduct or due to ill-health, which should be dealt with under the disciplinary and sickness absence policies, respectively.

### **(2) *Informal Procedure***

- (a) In the first instance, performance issues should normally be dealt with informally between an employee and their Head of Department. Where appropriate, a note of any informal discussions may be placed on the employee's personnel file.

- (b) After (an) initial formal discussion(s), if necessary the Head of Department will set out details of the improvements required and the time period ("review period") within which it/they must be achieved in a Performance Improvement Plan (PIP)
  - (c) The employee's performance will be monitored for the review period:
    - (i) If the employee's Head of Department is satisfied with their performance, no further action will be taken.
    - (ii) If the employee's Head of Department is not satisfied, the matter may be progressed to a formal capability hearing.
    - (iii) If the employee's Head of Department feels that there has been a substantial but still insufficient improvement, the review period may be extended.
  - (d) The formal procedure should be used for more serious cases, or in any case where the informal procedure has not resulted in satisfactory improvement.
- (3) *Formal Procedure – Assessment And Hearing*
- (a) Before the formal procedure is commenced, the Bursar and the employee's Head of Department will undertake an assessment to decide if there are grounds for taking formal action under this procedure. The assessment will depend on the circumstances, but may involve reviewing the employee's personnel file including any appraisal records, gathering any relevant documents, including any PIP, monitoring work and, if appropriate, interviewing the employee and/or other individuals confidentially regarding the employee's work.
  - (b) If the Bursar considers that there are grounds for taking formal action over alleged poor performance, the employee will be required to attend one or more capability hearings. The employee will be notified in writing of the College's concerns over their performance, the reasons for those concerns, and the likely outcome if the College decide after the hearing that their performance has been unsatisfactory. Where appropriate, the letter will also include a summary of relevant information gathered as part of the assessment, a copy of any other relevant documents and a copy of any relevant witness statements (unless the witness's identity is to be kept confidential, in which case the employee will be given as much information as possible while maintaining confidentiality).
  - (c) The employee will be given reasonable written notice (usually one week) of the date, time and place of a capability hearing, which will usually be held by the Bursar.
  - (d) If the employee or their companion cannot attend a hearing, they should inform the person conducting the hearing as soon as possible and an alternative time will be arranged. Failure to attend without good reason may be treated as misconduct in itself. If the employee fails to attend without good reason, or is persistently unable to do so (for example, for health reasons) the College may have to take a decision based on the evidence before it.

- (e) The employee should provide copies of any relevant documents and/or witness statements they wish to refer to at a hearing at least 48 hours before the hearing.
- (f) Where reasonable and necessary the employee may ask relevant witnesses to appear at a hearing, provided sufficient advanced notice is given to arrange their attendance. The employee will be given the opportunity to respond to any information given by a witness. However, the employee would not normally be permitted to cross-examine witnesses unless, in exceptional circumstances, the College decides that a fair hearing could not be held otherwise.
- (g) A capability hearing will typically discuss:
  - (i) The performance standards expected and the areas in which the employee is failing to meet these standards.
  - (ii) The likely causes of poor performance including any reasons why the measures taken previously to address the employee's failings have not led to the required improvement.
  - (iii) the improvement(s) required and the time period within which it/they must be achieved ("the review period").
  - (iv) Any further measures that will be taken to assist and support the required improvement(s), including training if appropriate.
  - (v) The employee will be given the opportunity to explain their poor performance including any mitigating circumstances and ask any relevant questions and present evidence.
  - (vi) If dismissal is a possibility, establishing whether there is any likelihood of a significant improvement being made within a reasonable time and whether there is any practical alternative to dismissal, such as redeployment.
- (h) The hearing may be adjourned if further information is needed. If this is the case, the employee will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- (i) The employee will be informed in writing of the College's decision and its reasons for it usually within two weeks of a capability hearing.
- (j) If the employee has shown no or insufficient improvements in performance within the timescales set at the hearing, further hearings may be scheduled, which may result in disciplinary actions as set out below.
- (k) If, at any time during the review period, the Head of Department considers the employee is failing to make any progress on the improvements expected or the employee's performance is such that it is not appropriate for the review period to continue, the review period may be brought to an end on a date earlier than originally notified and the employee will be informed of the next step.

(4) *Right to be Accompanied*

- (a) An employee may bring a companion to any formal capability hearing or appeal hearing under this procedure. The companion may be either a trade union official or a colleague and the employee must tell the College Officer conducting the capability hearing or appeal hearing who their chosen companion is in good time before the hearing.
- (b) For the avoidance of doubt, the companion may not be a legal representative or family member.

(5) *Disciplinary action*

- (a) If, following a capability hearing, the College decides that an employee's performance is unsatisfactory, the employee may, in addition to a revised PIP, be given a first written warning, setting out the consequence of a failure to improve as required, or of further unsatisfactory performance, and the right of appeal and the details relating to this.
- (b) The warning will normally remain active for six months from the end of the review period, after which time it will be disregarded for the purposes of this procedure. However, a record of it will remain on the employee's personnel file. Whether or not a warning is given, the employee may be required to make improvements to their performance within a review period under the terms of a PIP.
- (c) If the employee fails to improve as required during the review period set out in the first written warning, or if there is further evidence of poor performance while the employee's first written warning is still active, or where the employee's performance is such that it is otherwise appropriate, the Bursar will hold a further capability hearing. The Bursar will send the employee written notification as set out at paragraph 4 above.
- (d) Following a further capability hearing, if the College decides that the employee's performance is unsatisfactory, the Bursar may give the employee a further warning or a final written warning that a failure to improve as required will result in dismissal due to capability, noting the right of appeal and the details relating to this.
- (e) A final written warning will normally remain active for 12 months from the end of the review period, after which time it will be disregarded for the purposes of the capability procedure. A record of the warning will remain on the employee's personnel file.
- (f) Where there is a continued failure to improve and/or the employee's performance remains unsatisfactory by the end of the review period, or the employee's performance is such that it is otherwise appropriate, the College may decide to hold a final capability hearing. The Bursar will send the employee written notification of this as set out at paragraph 4 above.

- (g) Following the final hearing, if the College finds that the employee's performance is unsatisfactory, the College may consider a range of options including:
  - (i) Dismissing the employee.
  - (ii) If, in exceptional circumstances, the College believes that there is a reasonable likelihood of the necessary improvement being made within a reasonable time a further review period will be set and the final written warning extended.
  - (iii) Applying another sanction e.g. redeployment, demotion, loss of seniority or loss of pay provided the employee agrees to the sanction in writing.

If an employee is dismissed the Bursar will provide them, as soon as reasonably practicable, with written confirmation of the dismissal and the date on which their employment terminated or will terminate, and they will be notified of their right of appeal in accordance with paragraph 7 of the Disciplinary Procedure.

## **10 Short Term Sickness Absence Procedure**

- (1) If an employee is absent due to sickness for in excess of 4 periods of absence in a rolling 12-month period or a total of more than 9 working days in a rolling 12 month period the College will usually follow the following Short Term Sickness Absence Procedure set out below.

### *Sickness Review Meeting*

- (2) At any meeting to consider an employee's sickness record the Bursar will write to the employee to invite the employee to a sickness review meeting and inform the employee of the measures which the Bursar is considering taking in light of the employee's sickness. This may include final warnings or dismissal.
- (3) An employee may be accompanied to any sickness review meeting by a representative (who shall be a fellow employee or a trade union representative) who may make representations on the employee's behalf at the meeting.
- (4) Any sickness review meeting will consider the employee's absence during the relevant period, and will give the employee the opportunity to discuss any problems or raise any concerns. The Bursar may decide whether any further action is required (such as a request for a medical report or a referral to Occupational Health made). The Bursar may in their sole discretion decide to dismiss the employee under 10(9)(a) below but before doing so he will consider other measures which may include setting a target for improvement, and a period over which absence levels will be monitored. The Bursar may also inform the employee that if attendance does not improve within a specified future period, a further review meeting may be held, or at the Bursar's discretion dismissal may be considered under 10(9)(a) below.
- (5) When setting targets for improvement the Bursar may take into account the individual circumstances of the employee, and any medical advice, advice from Occupational Health, or representations from the employee about the impact of any

underlying medical condition or disability. The Bursar may also consider any workplace adjustments which may help the employee improve their attendance.

- (6) If the Bursar decides to monitor the employee's sickness absence pattern, the Bursar will review the employee's attendance, and discuss any problems the employee has encountered, with the employee, where appropriate.

#### *Second Sickness Review Meeting*

- (7) If, during the specified monitoring period following the first sickness absence review meeting, absence exceeds any improvement target set by the Bursar, this will trigger a further sickness absence review meeting with the Bursar. The purpose of the second review meeting will be to review the employee's attendance record during the relevant period, to review the steps that have been taken to support the employee in achieving the required level of attendance, to give the employee the opportunity to discuss any problems or raise any concerns, and to consider any new information which may have come to light which may require further medical evidence. At the Second Sickness Review Meeting the Bursar in their sole discretion may decide to dismiss the employee under 10(9)(a) below but before doing so the Bursar will consider alternative measures which may include setting a further target for improvement in a period over which absence levels will be monitored.
- (8) If, after a period of satisfactory improvement based on the targets set, the employee's absence levels reach those originally specified, (in the case of repeated short-term absence) this period of review may nonetheless be repeated by the Bursar.

#### *Dismissal due to Sickness Absence*

- (9) The Bursar reserves the right in all circumstances to consider dismissal if:
  - (a) an employee's period of absence has exceeded nine days in each of three successive years; or
  - (b) the employee's absence exceeds any improvement targets set by the Bursar during the specified monitoring period following the second sickness absence review meeting.
- (10) In considering a decision to dismiss any employee due to their sickness absence the Bursar will:
  - (a) Review the employee's attendance record during the relevant period;
  - (b) Inform the employee in advance of the meeting that dismissal is being considered;
  - (c) Review the steps that have been taken (if any) to support the employee during the relevant period in order to ensure that the employee could have achieved the required level of attendance;

- (d) Give the employee the opportunity to discuss any problems or raise any concerns or highlight any mitigating circumstances they wish the Bursar to take into account;
  - (e) Consider where any or all of the employee's sickness absence should be discounted as a result of the employee being disabled within the meaning of the Equality Act 2010 or whether any other reasonable adjustment should be made;
  - (f) Discuss any occupational health advice or any other medical information that has been received and decide whether a further referral to occupational health or detailed medical reports are required.
- (11) Following any meeting where a dismissal is being considered by the Bursar, a decision will be taken by the Bursar to either dismiss the employee on the grounds of capability, or extend a warning to allow further time to sustain improvement. The option of allowing further time for improvement will only be considered by the Bursar if there is actual evidence that this is likely to lead to required improvement in attendance.
  - (12) An employee who is dismissed by reason of their sickness absence record and who submits an appeal in writing to the Bursar within five working days of dismissal shall have the right of appeal. The appeal hearing will be heard by a member or members of the College Committee who have had no prior involvement with the sickness review procedure involving the employee ("the Appeal Committee").
  - (13) The Chair of the Appeal Committee will then invite the employee to attend an appeal hearing to consider the employee's appeal.
  - (14) The employee has the right to be accompanied by a companion (who should be a fellow employee of the College or a trade union representative) who may make representations on the employee's behalf.

## **11 Long Term Sickness Absence Procedure**

- (1) If an employee is absent due to sickness for a continuous period of [4 weeks or more] the College will usually follow the following Long Term Sickness Absence Procedure set out below.

### *Sickness Review Meeting*

- (2) At any meeting to consider an employee's sickness record the Bursar will write to the employee to invite the employee to a sickness review meeting and inform the employee of the measures which the Bursar is considering taking in light of the employee's sickness. This may include action to assist the employee in returning to work with adjustments in place, redeployment and dismissal.
- (3) An employee may be accompanied to any long term sickness review meeting by a representative (who shall be a fellow employee or a trade union representative) who may make representations on the employee's behalf at the meeting.



- (4) Any long term sickness review meeting will consider the employee's absence and the following additional matters:
- (a) Whether and, if so, when the employee is anticipated to return to work
  - (b) Whether the employee is anticipated to be able to return to their full duties
  - (c) Whether any adjustments are required on a permanent or temporary basis to enable the employee to return to work
  - (d) Whether redeployment should be considered
  - (e) Whether dismissal should be considered
  - (f) Any medical evidence that has been obtained and whether [further] medical evidence is required to assist the College in dealing with the above points.

*Follow-up Long Term Sickness Review Meetings*

- (5) The College will hold such follow-up meetings as are necessary to deal with issues of long-term absence and in each case it will be decided how many such meetings are required and at what intervals they should be held. Each meeting will consider the points set out at paragraph 4 above until the matter is resolved.
- (6) An employee who is dismissed by reason of their sickness absence record shall have the right of appeal. In order to appeal, they should submit an appeal in writing to the Bursar within five working days of dismissal. The appeal hearing will be heard by a member or members of the College Committee who have had no prior involvement with the sickness review procedure involving the employee ("the Appeal Committee").
- (7) The Chair of the Appeal Committee will then invite the employee to attend an appeal hearing to consider the employee's appeal.
- (8) The employee has the right to be accompanied by a companion (who should be a fellow employee of the College or a trade union representative) who may make representations on the employee's behalf.
- (9) The Bursar may in their sole discretion decide not to follow the long-term sickness absence procedure in the case of long-term sickness absence of four weeks or more, or sooner if there is an indication that the health issue may be related to work

## **12 Anti-Harassment**

- (1) Harassment is defined as unwanted conduct which has the purpose or effect of violating another person's dignity, or creating a hostile, degrading, humiliating or offensive environment which is related to their colour, race, nationality, ethnic or national origins, religion or belief, sex, marital or civil partner status, pregnancy or maternity, sexual orientation, gender reassignment, disability or age ("Discriminatory Grounds"). Harassment can occur even if offence is not intended.
- (2) Harassment may take many different forms. It may be physical, verbal or some other form of communication including telephone calls or email, jokes or gestures. Actions or comments which an individual may consider to be harmless may not be

appreciated by the recipient in the same light. The recipient might view such behaviour as demeaning and unacceptable.

- (3) All employees must conduct themselves at all times in a manner which is not likely to offend any other member of staff, student or visitor to the College. Any single incident of harassment or abuse may be viewed as an act of gross misconduct warranting the employee's immediate dismissal.
- (4) Examples of behaviour that is unacceptable include:
  - (a) Insults, offensive, derogatory or patronising comments, name calling, mimicry, ridicule, gestures, pranks or "jokes" made on Discriminatory Grounds;
  - (b) Unwelcome sexual attention or physical contact;
  - (c) Threat of dismissal, loss of promotion etc on Discriminatory Grounds;
  - (d) Requests for sexual favours;
  - (e) Lewd, suggestive or over familiar behaviour comments or innuendoes;
  - (f) Display or circulation of material which is offensive on Discriminatory Grounds (this may include pornographic images, pin ups, magazines, leaflets, comics);
  - (g) Threats or actual violence;
  - (h) Verbal abuse on Discriminatory Grounds;
  - (i) Exclusion from conversations or activities on Discriminatory Grounds;
  - (j) Refusal to work with or co-operate with people on Discriminatory Grounds;
  - (k) Unfair allocation of work or implementing unfair standards on Discriminatory Grounds;
  - (l) Incitement of others to action on Discriminatory Grounds;
  - (m) Provocative behaviour such as the wearing of discriminatory badges or insignia.

Such conduct is employment related, if for example:

- (i) Submission to or rejection of the conduct is used as a basis of an employment decision; or
- (ii) The conduct interferes with the affected person's work performance; or
- (iii) The conduct creates an intimidating, hostile, humiliating or offensive work environment.

Harassment can be persistent and repeated, continuing after the person subjected to it makes it clear they want it to stop. However, a single instance can also constitute harassment if it is sufficiently serious.

(5) The following must be remembered at all times:-

- (a) In all harassment situations, it is the impact of the conduct and not the intent of the perpetrator that is the determinant. Therefore, in the first instance, full consideration will be given to the complainant's view of what they have found to be offensive and therefore unacceptable behaviour. Furthermore, it is not an excuse and not a defence that a perpetrator is "joking" or "not meaning to cause offence" or "merely being friendly".
- (b) Harassment, whether it takes place on workplace premises, including during a meal break, during the course of work away from the workplace or during work related social activities away from the workplace, will be actionable. Such behaviour will be treated as either misconduct or gross misconduct depending on the seriousness of the offence and will result in the application of the College's disciplinary procedure, possibly resulting in a formal dismissal.
- (c) No individual need fear victimisation for bringing a valid complaint of harassment. Retaliation against an employee complaining about any form of harassment will be a disciplinary offence.
- (d) Allegations of harassment are taken very seriously, however where it is considered after investigation that the allegations have been made either frivolously or maliciously, disciplinary action may be taken against the individual who has made the allegation.
- (e) Allegations of historic abuse will be taken very seriously and care will be taken to ensure each allegation is dealt with in a way that is sensitive and fair to everyone involved.
- (f) Complaints of harassment which include sexual assault or physical threats may also be criminal matters. The College will support any employee in making a decision about whether or not to report the behaviour alleged to the police.

(6) The procedure to be adopted following a complaint of harassment:

- (a) Any individual who believes that they have been harassed should as a first step state that the harassment is offensive, unacceptable, unwanted and/or interfering with their work and ask the harasser to stop. It is preferable where possible for the individual to do this personally. If however, an individual finds such action to be too difficult or embarrassing, they may prefer to write or ask a colleague to speak to the harasser. This may often be sufficient to prevent further harassment, particularly if the harasser is unaware that they have been causing offence by their actions.
- (b) An individual who believes they are being harassed should seek informal advice from the relevant Head of Department and may raise the matter with the College Officer in charge of the Department. If it is not appropriate to raise the matter with the Head of Department (for example, where the complaint relates to them), the individual may instead approach the Bursar.

- (c) Attempts will be made to resolve the situation informally within the Department. If the most practical solution is to separate the people involved, then if possible, the position of the complainant will be left unchanged and the person causing the offence will be moved. At all times the matter will be dealt with on a strictly confidential basis and action will not normally be taken without the consent of the complainant. However, the College reserves the right to investigate further and take such action as it considers appropriate if the complaint is considered to be of a sufficiently serious nature.
- (d) If an informal resolution proves impossible, the matter will be referred to the Bursar who will advise the Head of Department concerned on the appropriate way forward, which may include following the full grievance procedure at section 7 above and/or the disciplinary procedure at section 9 above.
- (e) Written evidence may be sought from the persons concerned and from any other relevant persons.
- (f) Any relevant procedure may be paused or varied where criminal investigations are ongoing.

### **13 Bullying at Work**

#### **(1) *Scope of Policy***

It is the College's policy to maintain a non-bullying working environment. All allegations of bullying will be thoroughly and promptly investigated. Where allegations are substantiated, appropriate disciplinary action will be taken against anyone responsible.

#### **(2) *What amounts to bullying?***

What amounts to bullying will be largely defined by the impact of an individual's behaviour on the recipient. Whilst bullying will often involve a person in authority abusing their authority and picking on those below them, an individual may also bully a peer and a group of people may bully individuals.

#### **(3) *Forms of bullying***

Bullying can take many forms, the following is a non-exhaustive list of how bullying may appear:

- (a) open aggression, threats, shouting abuse/obscenities;
- (b) subjecting an individual to humiliation or ridicule, belittling their efforts, often in front of others;
- (c) subjecting an individual to excessive supervision without justification, excessive monitoring of their work and being over critical about minor things;
- (d) constantly taking the credit for another individual's work, but never the blame;
- (e) constantly overruling an individual's decisions, without reason;

- (f) without justification removing whole areas of work responsibility from an individual or reducing their job to routine tasks that are below their skills and capabilities;
  - (g) deliberately withholding information that an individual requires in order to do their job effectively;
  - (h) ostracising/marginalising an individual by unreasonably excluding that person from discussions, decisions etc.
  - (i) spreading malicious rumours about the individual;
  - (j) blocking a reasonable request for leave and/or training made in accordance with the College's procedure.
- (4) *Effects of Bullying*
- (a) **Effects on the individual**

People who are constantly bullied lose their self-confidence, their self-esteem and they are at an increased risk of suffering stress.
  - (b) **Effects on the College**

Bullying affects not only the individuals involved but also the College as a whole, since people working in a climate of fear and resentment do not give their best. Where bullying occurs and it is not dealt with, sickness absence will increase, staff turnover will increase and morale and performance levels will fall.
- (5) *Procedure:*
- (a) Any complaints made under this procedure will be entirely confidential.
  - (b) **The First Step**
    - (i) The College recognises that it may be awkward to raise bullying with the bully on an informal basis. If possible however the individual should raise the matter with the bully and state that their behaviour is unacceptable and interfering with their work and ask the bully to stop.
    - (ii) Individuals are advised to record a note of the date and what was said in case this is needed later as evidence should the bullying continue or subsequently recur.
  - (c) **The Second Step**
    - (i) An individual who believes they are being bullied should seek informal advice from the relevant Head of Department and may raise the matter with the College Officer in charge of the Department. If it is not appropriate to raise

the matter with the Head of Department (for example, where the complaint relates to them), the individual may instead approach the Bursar.

- (ii) Attempts will be made to resolve the situation informally within the Department. If the most practical solution is to separate the people involved, then where possible the position of the complainant will be left unchanged and the person causing the offence will be moved. At all times the matter will be dealt with on a strictly confidential basis and action will not normally be taken without the consent of the complainant. However, the College reserves the right to investigate further and take such action as it considers appropriate if the complaint is considered to be of a sufficiently serious nature.
  - (iii) If an informal resolution proves impossible, the matter will be referred to the Bursar who will advise the Head of Department concerned on the appropriate way forward, which may include following the full grievance procedure at section 7 above and/or the disciplinary procedure at section 9 above.
  - (iv) Written evidence may be sought from the persons concerned and from any other relevant persons.
  - (v) The Bursar will ascertain, in the light of all the available evidence and after further discussion or consultation, whether any scope continues to exist for an informal resolution of the complaint.
- (d) Any relevant procedure may be paused or varied where criminal investigations are ongoing.

## **14 Equal Opportunities Policy**

### **(1) *The Policy***

- (a) It is the College's policy not to discriminate against its workers on the basis of their gender, sexual orientation, marital or civil partner status, any gender reassignment, race, religion or belief, colour, nationality, ethnic or national origin, disability or age, pregnancy or trade union membership or the fact that they are a part-time worker or a fixed-term employee. Employees and applicants for employment shall not be disadvantaged by any policies or conditions of service which cannot be justified as necessary for operational purposes. The College shall, at all times, strive to work within legislative requirements as well as promoting best practice. The College is committed to making this policy effective and to bring it to the attention of all workers.
- (b) This policy applies to the College's employees, whether permanent, temporary, casual, part-time or on fixed-term contracts, to ex-employees, to job applicants and to individuals such as agency staff and consultants who are not College employees, but who work at the College (collectively workers).
- (c) All employees have a duty to act in accordance with this policy, and therefore to treat colleagues with dignity at all times, and not to discriminate against or harass other members of staff, whether junior or senior to them. In some

situations, the College may be at risk of being held responsible for the acts of individual members of staff and therefore shall not tolerate any discriminatory practices or behaviour.

(2) *Personnel Responsible for Implementation Of Policy*

- (a) Those working at a management level have a specific responsibility to set an appropriate standard of behaviour, to lead by example and to ensure that those they manage adhere to the policy and promote the aims and objectives of the College with regard to equal opportunities.
- (b) All members of staff are responsible for the success of this policy and must ensure that they familiarise themselves with the policy and act in accordance with its aims and objectives. If employees are involved in management or recruitment, or if they have any questions about the content or application of this policy, they should contact the HR Officer to request training or an information pack.

(3) *Scope and Purpose of Policy*

- (a) The College will not unlawfully discriminate on grounds of gender, sexual orientation, marital or civil partner status, gender reassignment, race, religion or belief, colour, nationality, ethnic or national origin, disability, or age, pregnancy, trade union membership, or part-time or fixed-term status ("Discriminatory Grounds").
- (b) This policy applies to the advertising of jobs and recruitment and selection, to training and development, opportunities for promotion, to conditions of service, benefits and facilities and pay; to health and safety and to conduct at work, to grievance and disciplinary procedures and to termination of employment, including redundancy.

(4) *Forms Of Discrimination*

Discrimination may be direct or indirect and it may occur intentionally or unintentionally. Direct discrimination occurs where someone is put at a disadvantage for a reason related to one or more Discriminatory Grounds. For example, rejecting an applicant of one race because it is considered they would not "fit in" on the grounds of their race could be direct discrimination. Indirect discrimination occurs where an individual is subject to an unjustified provision, criterion or practice which puts them at a particular disadvantage because of, for example, their sex or race. For example, a height requirement would be likely to eliminate proportionately more women than men. If the criteria cannot be objectively justified for a reason unconnected with sex, it would be indirectly discriminatory on the grounds of sex. Discrimination also includes victimisation (less favourable treatment because of action taken to assert legal rights against discrimination or to assist a colleague in that regard) and harassment (see the College's anti-harassment policy).

(5) *Breaches of the Policy*

If an employee believes that they may have been disadvantaged on any of the Discriminatory Grounds, they are encouraged to raise the matter through the College's Grievance Procedure. If an employee believes that they may have been harassed on any of the Discriminatory Grounds, they are encouraged to follow the College's harassment policy. Allegations regarding potential breaches of this policy will be treated in confidence and investigated in accordance with the relevant procedure. Employees who make such allegations in good faith will not be victimised or treated less favourably as a result. False allegations which are found to have been made in bad faith will, however, be dealt with under the disciplinary procedure.

- (a) If, after investigation, an employee is proven to have harassed any other employee on the grounds of sex, marital status, sexual orientation, religion or belief, race, disability or age or otherwise acted in breach of this policy, the employee will be subject to disciplinary action. In serious cases, such behaviour may constitute gross misconduct and, as such, may result in summary dismissal. The College will always take a strict approach to serious breaches of this policy.
- (6) *Monitoring and Revision Of Policy*
  - (a) The College will monitor and update the equal opportunities policy on a regular basis.

## **15 Equipment, Systems, E-Mail and Internet Policy**

- (1) *Purpose of the Policy*
  - (a) The College's electronic communications systems and equipment are intended to promote effective communication and working practices within the College, and are critical to its success and its ability to protect itself and respond to a range of threats. This policy outlines the standards the College requires all users of these systems to observe, the circumstances in which the College will monitor use of these systems and the action the College will take in respect of breaches of these standards. The sections below deal mainly with the use (and misuse) of computer equipment, e-mail, internet connection, telephones, mobile devices and voicemail, but this policy applies equally to use of fax machines, copiers, scanners, CDs, USB flash/pen drives, networks (including wired and wireless network components), servers and administrative systems, CCTV, electronic key fobs and cards and all electronic data. Workers (as defined in paragraph (4)) are expected to have regard to this policy at all times to protect its electronic communications systems from unauthorised access and harm.
  - (b) Adherence to this policy is mandatory but it does not form part of a worker's individual contract of employment and the College may amend it at any time.
  - (c) Breach of this policy by workers may be dealt with under the College's disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
- (2) *Legislative Framework*



- (a) The use by workers and monitoring by the College of its electronic communications systems is likely to involve the processing of personal data and is therefore regulated by the Data Protection Act 1998, the General Data Protection Regulations (EU) 2016/679 and (once in force) the Data Protection Act 2018 together with the Employment Practices Data Protection Code, issued by the Information Commissioner. The College is also required to comply with the Regulation of Investigatory Powers Act 2000, the Investigatory Powers Act 2016 (once in force), the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 and the principles of the European Convention on Human Rights incorporated into United Kingdom law by the Human Rights Act 1998.
- (b) All use of computing facilities in the College are governed by the rules of the University and the College to which all users are required to agree when they log in for the first time. The rules are set out on the University website at <http://www.uis.cam.ac.uk/governance/information-services-committee/rules-and-guidelines/rules> and on the College website at <http://www.fitz.cam.ac.uk/computing/network-connections/fcdn-connection-conditions-of-use>. The College supports the implementation of these rules within this policy. If there is a conflict between the College's policy and/or rules and those of the University, the rules of the University should prevail.

(3) *Personnel Responsible For Implementation Of Policy*

- (a) The Bursar has overall responsibility for this policy, but has delegated day-to-day responsibility for overseeing and implementing action to the IT Director. Responsibility for monitoring and reviewing the operation of the policy and any recommendations to the College Committee for change to minimise risks to the College's operations also lies with the Bursar. The IT Office will deal with requests for permission or assistance under any provisions of this policy, subject to their primary and priority tasks of maintaining the College's core systems, and may specify certain standards of equipment or procedures to ensure security and compatibility.
- (b) All workers are responsible for the success of this policy and should ensure that they take the time to read and understand it, and to disclose any misuse of the College's electronic communications systems of which they become aware to the IT Director. Questions regarding the content or application of this policy should also be directed to the IT Director.

(4) *Who is Covered by the Policy*

This policy covers all individuals working for the College at all levels and grades, including senior managers, officers, directors, employees, contractors, trainees, homeworkers, part-time and fixed-term employees, and agency staff (collectively known as "workers" in this policy). Third parties who have access to the College's electronic communication systems are also covered by this policy and, for the purposes of this policy only, shall fall within the definition of 'workers'.

(5) *Equipment Security and Passwords*

- (a) Workers are responsible for the security of the equipment allocated to or used by them, and must not allow it to be used by anyone other than in accordance with this policy. Workers are responsible for the security of any computer used by the worker. If given access to the e-mail system or to the internet, workers are responsible for the security of their computer and, if leaving a computer unattended and on leaving the office, should lock their computers with a password to prevent unauthorised users accessing the system in their absence. Workers without authorisation should only be allowed to use computers under supervision. Desktop computers and cabling for telephones or other computer equipment should not be moved or tampered with without first consulting the IT Office.
- (b) Non-College computer equipment should only be connected to the College network (either through a wired or wireless connection) with the approval of the Head of Department. Workers must ensure sufficient anti-virus and anti-spyware measures and adequate security patches are in place on that equipment, seeking advice from the IT Office if necessary. If the equipment is not sufficiently up to date with respect to these measures then the equipment must not be attached to the College network.
- (c) Passwords should be used on all IT equipment and particularly for items that the worker takes and uses out of the office. Passwords are personal and confidential to each worker. Passwords must be kept confidential and must not be made available to anyone else unless authorised by a College Officer or a member of the IT Office. On termination of a worker's employment or engagement (for any reason) the worker must provide details of their password to a member of the IT Office and return any equipment.
- (d) Where a worker has set up an on-line account on behalf of the College they must use a role based email address and ensure that the IT Director or their Head of Department is given the password.
- (e) Workers who have been issued with a laptop, or mobile device, or who configure their personal devices to access College or University applications, must ensure that it is kept secure at all times, especially when travelling. Passwords and encryption must be used to secure access to data kept on such equipment to ensure that confidential data is protected in the event that the machine is lost or stolen. Workers should also observe basic safety rules when using such equipment, such as not using or displaying it obviously in isolated or dangerous areas. Workers should be aware that if using equipment on, for example, public transport, documents can be read by other passengers.
- (f) If any College device is lost or stolen the relevant worker must immediately notify their Head of Department and the IT Office.

(6) *Systems and Data Access and Security*

- (a) Workers may not delete, destroy or modify existing systems, programs, information or data which could have the effect of harming the College or exposing it to risk. Workers must not store the College's data on non-College equipment.
  - (b) Workers should not download or install software from external sources (including all additions to the operating system or user space such as browser "add-ons" and "plug-ins") without first consulting the IT Office.
  - (c) It is the responsibility of the worker to ensure that all data is stored on an allocated area on the College network and not on PC or laptop hard drives.
  - (d) The worker should exercise particular caution when opening unsolicited emails from unknown sources or an email which appears suspicious (for example, if it contains a file whose name ends in .exe). The worker should inform a member of the IT Office immediately if the worker suspects their computer may have a virus. The College reserves the right to delete or block access to emails or attachments in the interests of security. The College also reserves the right not to transmit any email message.
  - (e) Workers will be granted access to data appropriate to their roles. Workers must not attempt to gain access to restricted areas of servers or network, any password-protected information (unless specifically authorised), other directories or folders, file servers, computers or data which they have not been authorised to access, whether from within the office, or from remote systems.
  - (f) Workers using laptops or wi-fi enabled equipment must be particularly vigilant about its use outside the College and take any precautions required by the IT Office from time to time against importing viruses or compromising the security of the college systems. These systems contain information which is confidential to the College system and/or which is subject to data protection legislation. Such information must be treated with extreme care and in accordance with the College's data protection policy.
  - (g) All redundant media that may have previously been used for storing data, including USB keys, floppy discs, CD ROMs, flash memory devices and so forth, must be securely disposed of in line with the College's retention policy and all old IT equipment to be decommissioned must be handed to the IT Office for secure disposal and asset removal. Under no circumstances must these items be thrown or given away as they may once have contained sensitive data and must therefore be destroyed securely.
- (7) *Software*
- (a) Workers must not make unlawful copies of licensed software or knowingly use software outside the terms of the relevant software licence. Workers should not install additional software, or upgrades to software, on any College equipment without IT Office approval.
  - (b) Workers provided with end-user software development tools must ensure that all software applications developed by them are clearly documented and that

this documentation is maintained and is accessible at all times in accordance with standards set down from time to time by the College.

- (c) Any applications that are not core business applications (and therefore are not managed by the College's IT Office) are the responsibility of local line managers. All such applications must be managed and maintained by local line managers. Line managers are responsible for ensuring that:
  - (i) usage complies with the requirements of any contract, licence or other agreement that they or the College has entered into; and
  - (ii) all versions of software have the latest security updates installed, as provided by the software vendor, to ensure that the College's IT networks are protected from security risks.
- (8) *E-mail Use*
  - (a) E-mail is a vital business tool, but an informal means of communication, and should therefore be used with great care and discipline. Workers should always consider if e-mail is the appropriate medium for a particular communication. Messages sent by e-mail should be written as professionally as a letter or fax. Messages should be concise and directed only to relevant individuals.
  - (b) Where possible and appropriate business email should be sent using role based accounts or email addresses rather than a worker's @cam.ac.uk address.
  - (c) Workers must not send abusive, obscene, discriminatory, racist, harassing, derogatory or defamatory messages. If such messages are received, they should not be forwarded and should be reported to the worker's Head of Department. Where appropriate, the sender of the e-mail should be referred to this policy and asked to stop sending such material. If a worker feels that they have been harassed or bullied, or are offended by material sent to them by a colleague via e-mail, they should inform their Head of Department who will usually seek to resolve the matter informally. If this informal procedure is unsuccessful, the College's anti-harassment procedure should be followed.
  - (d) Workers should take care with the content of e-mail messages, as incorrect or improper statements can give rise to personal or College liability in the same way as the contents of letters or faxes. For example, claims of discrimination, harassment, defamation, breach of confidentiality or breach of contract could result. Workers should assume that e-mail messages may be read by others and not include in them anything which would offend or embarrass any reader, or themselves, if it found its way into the public domain, for example under the Freedom of Information Act 2000 (as amended or updated from time to time).
  - (e) E-mail messages may be disclosed in legal proceedings in the same way as paper documents. Deletion from a worker's inbox or archives does not mean that an e-mail is obliterated and all e-mail messages should be treated as potentially retrievable, either from the main server or using specialist software.

- (f) Workers may only agree to terms, enter into contractual commitments or make representations by e-mail if appropriate authority has been obtained. A name typed at the end of an e-mail is a signature in the same way as a name written in ink at the end of a letter;
- (g) In general, workers should not:
  - (i) send or forward private e-mails at work which they would not want a third party to read;
  - (ii) send or forward chain mail, junk mail, cartoons, jokes or gossip either within or outside the College;
  - (iii) contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding e-mails to those who do not have a real need to receive them;
  - (iv) sell or advertise using the systems or broadcast messages about lost property, sponsorship or charitable appeals, without the consent of their Head of Department;
  - (v) use the email system to copy and/or transmit any documents, software or other information protected by copyright laws.
  - (vi) download or e-mail text, music and other content on the internet subject to copyright protection, unless it is clear that the owner of such works allows this or if the College has a licence permitting workers to do so;
  - (vii) send messages from another worker's computer or under an assumed name unless specifically authorised;
  - (viii) send confidential messages via e-mail or the internet, or by other means of external communication which are known not to be secure, unless the recipient has indicated they are happy to receive information in this way.
- (h) Workers who receive an e-mail which has been wrongly delivered should return it to the sender of the message or delete it. If the e-mail contains confidential information or inappropriate material (as described above) it should not be disclosed or used in any way and a record of the incident should be taken.
- (9) *Use of the Internet*
  - (a) The College in its sole discretion, may determine whether a worker has unlimited, limited or no access to the internet and may change or remove access rights at any time. If a worker is granted access to the internet, they must comply with the provisions of all of the College's policies (including this policy).
  - (b) Workers should not access from the College's system (or assist others to access) any web pages or any files (whether documents, images or other) downloaded from the web which, on the widest meaning of those terms, could be regarded as illegal, offensive, in bad taste or immoral. While content may be legal in the UK, it

may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person within the College (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that the College's software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of this policy. Workers may even be committing a criminal offence if, for example, the material is pornographic in nature and as such, could be subject to disciplinary proceedings governed by the College's disciplinary procedure.

- (c) Workers should only use the College's systems to participate in any internet chat room, post messages on any internet forum or set up or log text or information on a blog, if there is a genuine business reason for doing so, even in their own time. Workers should refer to section 4 of the College's Social Media Policy for further guidance on the responsible use of social media on behalf of the College.
- (d) Workers must remember also that text, images, videos, music and other content on the internet may be copyright works. Workers should not download or e-mail such content to others unless certain that the owner of such works allows this or the College has a licence permitting such use.
- (e) Any attempt to gain internet access through the College's systems by use of colleagues' rights of access without the College's consent as authorisation is an abuse of this policy and may warrant disciplinary action.

(10) *Personal Use of Systems*

- (a) The College permits the incidental use of its internet, e-mail and telephone systems to send personal e-mail (using their @cam email address), browse the web and make personal telephone calls subject to certain conditions set out below. The College's policy on personal use is a privilege and not a right. The policy is dependent upon its not being abused or overused and the College reserves the right to withdraw its permission or amend the scope of this policy at any time.
- (b) The following conditions must be met for personal usage to continue:
  - (i) use must be minimal and take place substantially out of normal working hours;
  - (ii) personal e-mails must only be sent from the workers personal @cam.ac.uk email address and should never be sent from a role based address;
  - (iii) use must not interfere with business or office commitments;
  - (iv) use must not commit the College to any marginal costs; and
  - (v) use must comply with the College's policies including the equal opportunities policy, anti-harassment policy and disciplinary procedure.
- (c) Workers should be aware that any personal use of the systems may also be monitored and, where breaches of this policy are found, action may be taken

under the disciplinary procedure. The College reserves the right to restrict or prevent access to certain telephone numbers or internet sites if it considers that personal use is excessive. Workers should refer to section 2 of the College's Social Media Policy for further guidance on the responsible use of social media on behalf of the College.

(11) *Monitoring of Use of Systems and Legal Requirements*

- (a) The College reserves the right to monitor telephone, e-mail, voicemail, internet and other communications traffic in particular where the College knows or has reasonable grounds to suspect that any of the College's policies (including this policy) has been breached. The College considers the monitoring contained in this policy to be proportionate in relation to the legitimate interest pursued by the College and the College's legal obligations. Where such monitoring necessitates the processing of personal data, such monitoring will be undertaken in line with the College's data protection policy and obligations will be recorded.
- (b) No worker-specific monitoring will take place without the Head of Department being able to demonstrate a reasonable suspicion of misconduct or other disciplinary issue to the Bursar. A privacy impact assessment will be undertaken as appropriate. Such privacy impact assessment will usually include details of how data generated from relevant monitoring activities will be stored securely, who will have access to it, the uses to which it will be put, with whom it will be shared/where such information includes personal data, that personal data may only be used for the purpose for which it was collected and destroyed at the end of the relevant retention period or when that purpose has concluded.
- (c) A CCTV system monitors the College site. The CCTV policy is here:  
<https://www.fitz.cam.ac.uk/sites/www.fitz.cam.ac.uk/files/CCTV%20Policy.pdf>
- (d) In order to protect the College's legitimate business interests and to ensure compliance with legislation, best practice and corporate standards, it may be necessary for the College to monitor workers' use of the IT systems for the following purposes (this list is non-exhaustive):
  - (i) to monitor whether the use of the e-mail system or the internet is legitimate and in accordance with this policy; or
  - (ii) to protect the system against viruses or hackers; or
  - (iii) to find lost messages or to retrieve messages lost due to computer failure; or
  - (iv) to assist in the investigation of wrongful acts; or
  - (v) to combat or investigate fraud or corruption; or
  - (vi) to comply with any legal obligation; or
  - (vii) to protect the College's legitimate interests and activities.

- (e) The contents of any downloaded information, email or voicemail so obtained by the College in the exercise of the powers may be disclosed without the permission of the worker and shall be retained in accordance with the College's retention policy.
- (f) Email messages and voicemail may be used as evidence in disciplinary proceedings or for any other legitimate purpose required by the College.
- (g) When the monitoring described in this policy involves the processing of personal data under data protection legislation, the College's lawful basis for such processing is that it is necessary for the purposes of legitimate interests pursued by the College or in order to comply with legal obligations to which the College is subject.

(12) *Inappropriate Use of Equipment and Systems*

- (a) Access is granted to the web, telephones and to other electronic systems, for legitimate business purposes only.
- (b) Misuse or abuse of the College's telephone, computer or e-mail system or inappropriate use of the internet in breach of this policy will be dealt with in accordance with the College's disciplinary procedure. Misuse of the internet can, in certain circumstances, constitute a criminal offence. In particular, misuse of the computer or e-mail system or inappropriate use of the internet by viewing, accessing, transmitting or downloading any of the following material, or using any of the following facilities, will amount to gross misconduct (this list is not exhaustive):
  - (i) pornographic material (that is, writings, pictures, films, video clips of a sexually explicit or arousing nature); or
  - (ii) offensive, obscene, or criminal material or material which is liable to cause embarrassment to the College or reputational damage to the College; or
  - (iii) a false and defamatory statement about any person or organisation; or
  - (iv) material which is discriminatory, offensive, derogatory or may cause embarrassment to others; or
  - (v) confidential information about the College and any of its officers; or
  - (vi) any other statement which is likely to create any liability (whether criminal or civil, and whether for the employee or the College); or
  - (vii) material in breach of copyright; or
  - (viii) online gambling; or
  - (ix) chain letters.



Any such action will be treated very seriously and is likely to result in summary dismissal.

Where evidence of misuse is found the College may undertake a more detailed investigation in accordance with its disciplinary procedure, involving the examination and disclosure of monitoring records to those nominated to undertake the investigation and any witnesses or managers involved in the disciplinary procedure. If necessary, such information may be handed to the police in connection with a criminal investigation.

(13) *Malicious Software and Virus Protection*

- (a) Workers must take all reasonable care not to introduce any software programme or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed (“Malicious Software”) to any of the College’s IT systems.
- (b) All servers and desktops throughout our organisation are protected with anti-virus and anti-spyware software and this is constantly updated by the College’s systems. Workers must not disable or remove any anti-virus or anti-spyware software installed on computer equipment.
- (c) All suspected Malicious Software or related messages must be reported to the IT Office immediately. In the event of a suspected malicious event, Workers are required to disconnect their PC/Laptop from the College’s network by shutting down or logging off. The workstation must not be used until it has been checked and approved for use.

(14) *Training*

- (a) All Workers are required to undertake appropriate IT security training as required.

## **16 Immigration Policy**

- (1) The College will employ only those people who have a legal right to live and work in the UK. The College is also committed to compliance with the Home Office Code of Practice on the avoidance of unlawful discrimination in employment practice while seeking to prevent illegal working.
- (2) The College is required to undertake checks on all prospective employees of their entitlement to work in the UK and work for the College. These checks must be undertaken prior to commencement of employment, and any offer of employment is conditional upon that prospective employee being able to provide the required documentary evidence. All documents will be checked, copied, and the copies retained on file for at least two years after the termination of employment.
- (3) Where an employee’s document(s) demonstrate that they are not subject to immigration control, or that they have no restriction on their stay in the UK, the College will not be required to make any further checks on their documents for the duration of their employment. However, in the event that an employee’s

circumstances change so as to potentially or actually affect their immigration status, it may be necessary for the College to undertake further checks on their status and documents.

- (4) Where an employee's document(s) demonstrate that they have only limited leave to remain in the UK, the College will be required to carry out repeat checks on their documents at least every 12 months until they are in a position to provide specified document(s) to demonstrate that they no longer have any restriction on their stay in the UK, or until they leave the College's employment. Details of the documentary evidence required can be provided by the Bursar's office.
- (5) All employees are required to fully co-operate with the College in relation to immigration checks. All employees must ensure that they produce original, valid documentation before the commencement of their employment and, if they have limited leave to remain in the UK, produce these documents to the College promptly on request and at least once every twelve months.
- (6) Employees are also expected to proactively manage their UK immigration status and advise the College in good time of the expiry dates of any visa stamp/UK residence permit and, where applicable, take appropriate steps to extend their right to live and work in the UK.
- (7) The College reserves the right to carry out checks on immigration status on all employees from time to time and employees are required to co-operate with any resulting enquiries and requests for documents.
- (8) Employees must also immediately advise the College of any change in their personal circumstances which may affect their UK immigration status.
- (9) Employees who fail to comply with this policy or who fail to provide the College with satisfactory evidence of their entitlement to work on request may be subject to disciplinary action and/or have their employment terminated with immediate effect. Employees who are found to have provided the College with fraudulent documentation or to have deceived the College in any way as to their immigration status will be summarily dismissed.

## **17 Policy for Emergency Time Off for Dependants**

- (1) Employees are permitted by the College to take a reasonable amount of unpaid time off during working hours in order to take action which is necessary:
  - (a) to provide assistance on an occasion when a dependant falls ill, gives birth or is injured or assaulted;
  - (b) to make arrangements for the provision of care for a dependant who is ill or injured;
  - (c) in consequence of the death of the dependant;
  - (d) because of the unexpected disruption or termination of arrangements for the care of the dependant; or

- (e) to deal with an incident involving the employee's child which occurs unexpectedly in a period when an educational establishment which the child attends is responsible for them.
  - (f) In order for the employee to be entitled to the above time off, they must tell their Head of Department the reason for the absence as soon as reasonably possible and inform the College how long they expect to be absent.
- (2) *Meaning of Dependant*
- (a) For the purposes of this policy "dependant" means:
    - (i) a spouse or civil partner;
    - (ii) a child;
    - (iii) a parent;
    - (iv) a person who lives in the same household as the employee (otherwise than by reason of being an employee, tenant, lodger or boarder).
  - (b) Where the reason for the time off is under (1)(a) or (1)(b) above a dependant will also include any person who reasonably relies on the employee.
  - (c) A dependant will also include any person who reasonably relies on the employee to make arrangements for the provision of care if the reason for the absence is under 15(1)(c) above.
- (3) *Amount of Time Off*
- The amount of time off allowed is to be determined by the College which will consider what is reasonable in all the circumstances given the employee's needs and the needs of the College.

## **18 Maternity Policy**

- (1) *General Principles*
- (a) This policy outlines the statutory rights and responsibilities of pregnant employees.
  - (b) The policy does not form part of employees' contracts of employment and the College may amend it at any time.
  - (c) In some cases an employee may be eligible to opt into the shared parental leave scheme which gives partners more flexibility to share the leave and pay available in the first year. However, she must take a period of compulsory maternity leave first. Details are set out in the College's Shared Parental Leave (Birth) Policy.
- (2) *Definitions*

The definitions in this paragraph apply in this policy.

**Expected Week of Childbirth (EWC):** the week, starting on a Sunday, in which an employee's doctor or midwife expects an employee to give birth. It is usually provided on a MATB1 form.

**Qualifying Week:** the fifteenth week before the EWC.

(3) *Notification*

- (a) Employees must inform the College as soon as possible that they are pregnant. This is important as there may be health and safety considerations.
- (b) Before the end of the Qualifying Week, or as soon as possible afterwards, the employee must tell the College:
  - (i) that she is pregnant; and
  - (ii) the EWC; and
  - (iii) the date on which she would like to start her maternity leave (see paragraph 8, Maternity leave).
- (c) The employee must provide a certificate from a doctor or midwife (usually on a MATB1 form) confirming her EWC.

(4) *Time Off for Ante-Natal Care*

- (a) Pregnant employees may take reasonable paid time off during working hours for ante-natal care, trying to give the College as much notice as possible of the appointment.
- (b) The College may ask the employee to provide the following, unless it is the first appointment:
  - (i) a certificate from the doctor, midwife or health visitor stating that she is pregnant; and
  - (ii) an appointment card.

(5) *Time Off for Accompanying a Pregnant Woman at Antenatal Appointments: Eligibility*

- (a) Employees may take unpaid time off to accompany a pregnant woman to an antenatal appointment if they have a "qualifying relationship" with the woman or the child. This means that either:
  - (i) they are the baby's father;
  - (ii) they are the pregnant woman's spouse, civil partner or cohabiting partner; or
  - (iii) they are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child.

(b) Employees should give the College as much notice of the appointment as possible. Employees must provide the College with a signed statement providing the date and time of the appointment and confirming:

(i) that they meet one of the eligibility criteria in paragraph (5);

(ii) that the purpose of the time off is to accompany the pregnant woman to an antenatal appointment; and

(iii) that the appointment has been made on the advice of a registered medical practitioner, registered midwife or registered nurse.

(c) Employees may take time off to accompany a pregnant woman to up to two antenatal appointments in relation to each pregnancy.

(d) Employees must not take more than six and a half hours off for each appointment, including travel and waiting time.

#### *(6) Sickness*

(a) Periods of pregnancy-related sickness absence shall be paid in accordance with the College's normal sickness and absence policy in the same manner as any other sickness absence.

(b) Periods of pregnancy-related sickness absence from the start of pregnancy until the end of maternity leave will be recorded separately from other sickness records and will be disregarded in any future employment-related decisions.

(c) If an employee is absent for a pregnancy-related reason during the four weeks before her EWC, her maternity leave may start automatically.

#### *(7) Health and Safety*

(a) The College have a general duty to take care of the health and safety of all employees. It is also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have given birth within the last six months or are still breastfeeding.

(b) The College will provide the employee with information as to any risks identified in the risk assessment, and any preventive and protective measures that have been or will be taken. If the College considers that, as a new or expectant mother, an employee would be exposed to health hazards in carrying out her normal work it will take such steps as are necessary (and for as long as is necessary) to avoid those risks. This may involve:

(i) changing her working conditions or hours of work;

(ii) offering her suitable alternative work on terms and conditions that are the same or not substantially less favourable; or

(iii) suspending her from duties, which will be on full pay unless she has unreasonably refused suitable alternative work.

(8) *Maternity Leave*

- (a) Shortly before an employee's maternity leave starts the College shall discuss with her the arrangements for covering her work, the opportunities for the College to make reasonable contact with her during her leave and the opportunities for her to work during her maternity leave.
- (b) All employees who give birth are entitled to take up to 26 weeks' ordinary maternity leave (OML) and up to 26 weeks' additional maternity leave (AML) immediately following OML.

(9) *Starting Maternity Leave*

- (a) The earliest date an employee can start maternity leave is 11 weeks before the EWC (unless her child is born prematurely before that date).
- (b) The employee must notify the College of her chosen start date. The College will then write to her within 28 days to tell her the date her entitlement to maternity leave will end.
- (c) An employee can postpone her chosen start date by informing the College in writing at least 28 days before the original chosen start date or, if that is not possible, as soon as reasonably practicable.
- (d) An employee can bring forward the chosen start date by informing the College at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable.
- (e) Maternity leave shall start on the earlier of:
  - (i) the employee's chosen start date (if notified in accordance with this policy); or
  - (ii) the day after any day on which she is absent for a pregnancy-related reason during the four weeks before the EWC; or
  - (iii) the day after she gives birth.
- (f) If an employee is absent for a pregnancy-related reason during the four weeks before the EWC, she must let the College know as soon as possible in writing. Maternity leave will be triggered unless both parties agree to delay it.
- (g) If an employee gives birth before her maternity leave was due to start, she must let the College know the date of the birth in writing as soon as possible.
- (h) The law prohibits an employee from working during the two weeks following childbirth.

(10) *Terms and Conditions During OML and AML*

- (a) All the terms and conditions of employment remain in force during OML and AML except for the terms relating to pay. In particular:
  - (i) benefits in kind shall continue;
  - (ii) annual leave entitlement continues to accrue as set out below; and
  - (iii) pension benefits shall continue in accordance with the scheme rules as applicable.

(11) *Annual Leave*

- (a) During OML and AML annual leave will accrue at the rate provided under an employee's contract of employment.
- (b) Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during maternity leave, the employee should ensure that she has taken the full year's entitlement before starting her maternity leave.
- (c) The College's holiday year runs from 1st January to 31st December.

(12) *Maternity Pay*

- (a) Statutory maternity pay (SMP) is payable for up to 39 weeks during maternity leave. An employee is entitled to SMP if:
  - (i) she has been continuously employed for at least 26 weeks at the end of her Qualifying Week and is still employed by the College during that week;
  - (ii) her average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the government;
  - (iii) she provides the College with a doctor's or midwife's certificate (MAT B1 form) stating her EWC;
  - (iv) she gives at least 28 days' notice (or, if that is not possible, as much notice as possible) of her intention to take maternity leave; and
  - (v) she is still pregnant 11 weeks before the start of the EWC or has already given birth.
- (b) SMP is calculated as follows:
  - (i) First six weeks: SMP is paid at the "earnings-related rate" of 90% of an employee's average weekly earnings calculated over the Relevant Period;
  - (ii) Remaining 33 weeks (or less if the employee returns to work sooner): SMP is paid at the "prescribed rate" set by the government for the relevant tax year, or the earnings-related rate if this is lower.

- (c) SMP accrues at the end of each complete week of absence (measured from Sunday to Saturday), but payments shall be made on the next normal payroll date. Income tax, national insurance and pension contributions shall be deducted as appropriate.
  - (d) An employee shall still be eligible for SMP if she leaves employment for any reason after the start of the Qualifying Week (for example, if she resigns or is made redundant). In such cases, if maternity leave has not already begun, SMP shall start to accrue in whichever is the later of:
    - (i) the week following the week in which employment ends; or
    - (ii) the eleventh week before the EWC.
  - (e) If an employee becomes eligible for a pay rise before the end of her maternity leave, she will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that she may qualify for SMP (if she did not previously) or that her SMP will be recalculated retrospectively. The College shall pay her a lump sum to make up for any shortfall in the SMP received, and increase any future SMP payments if necessary.
- (13) *Work During Maternity Leave – Keeping in Touch Days*
- (a) An employee may carry out up to 10 days' work during her maternity leave without bringing her maternity leave to an end. However, she will not be permitted to do this at any time during the two weeks following the birth of her baby. Any work will only be carried out if both the employee and the College agree for this to happen and agree in advance what work is to be done and how much she will be paid for it.
  - (b) "Work" means any work done under a contract of employment and may include training or any activity undertaken for the purposes of keeping in touch with the workplace.
  - (c) Any work carried out on any such day will constitute a day's work. However, this will not have the effect of extending maternity leave.
  - (d) The College may also make reasonable contact with the employee during maternity leave to discuss a range of issues e.g. to discuss plans for returning to work or to keep the employee informed of important developments at the workplace. Any reasonable contact will not bring maternity leave to an end.
- (14) *Date for Returning to Work*
- (a) The College shall write to inform the employee of the date it expects her to return to work (the expected return date) within 28 days of the day she notifies the College of their chosen start date. If the start date has been changed (either because she gave notice to change it, or because maternity leave started early due to illness or premature childbirth) the College shall write to the employee within 28 days of the start of maternity leave with a revised expected return date.



- (b) The College expects the employee to return on the expected return date unless she tells the College otherwise. It is helpful to the College if the employee confirms during her maternity leave that she will be returning to work as expected.
- (15) *Returning Early*
- (a) If an employee wishes to return to work earlier than the expected return date, she must give the College at least 8 weeks' notice of the date she intends to return (the revised return date). It is helpful if she gives this notice in writing.
  - (b) If this notice is not given, the College may postpone her return date to the date 8 weeks after she gave notice that she wished to return early, or to the expected return date if sooner.
- (16) *Returning Late*
- (a) If an employee subsequently wishes to return later than the revised return date, she must give the College at least 8 weeks' notice ending with the revised return date of the date she intends to return.
  - (b) If an employee wishes to return later than the end of her maternity leave she should make a request to take unpaid parental leave in accordance with the College's parental leave policy. She should give the College as much notice as possible, but no less than 21 days.
  - (c) An employee may also request paid annual leave in accordance with her contract, subject to the College's discretion.
  - (d) If an employee is unable to return to work due to sickness or injury, this will be treated as sickness absence and the usual sickness policy will apply.
  - (e) In any other case, late return will be treated as unauthorised absence.
- (17) *Deciding Not To Return*
- (a) If an employee does not wish to return to work she should resign by giving notice in accordance with her contract. The amount of maternity leave left to run when she gives notice must be at least equal to her contractual notice period.
  - (b) Once she has given notice that she will not be returning to work, an employee cannot change her mind without the College's agreement.
  - (c) This will not affect the employee's right to receive SMP.
- (18) *Rights on Return to Work*
- (a) Employees are normally entitled to return to work in the same position as they held before commencing maternity leave. Terms of employment shall be the same as they would have been if the employee had not been absent.

- (b) However, if an employee has taken any period of AML or more than four weeks' parental leave, and it is not reasonably practicable for the College to allow her to return into the same position, the College may give her another suitable and appropriate job on terms and conditions that are no less favourable.

(19) *Returning to Work Part-Time*

There is no right to return to work part-time or to make other changes to an employee's working patterns on return from maternity leave. However, the College will deal with any requests on a case-by-case basis and try to accommodate an employee's wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the College. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in the flexible working procedure.

## 19 **Paternity Policy**

(1) *General Principles*

- (a) This policy outlines employees' entitlement to paternity leave and sets out the arrangements for taking it.
- (b) This policy does not form part of the employee's contract of employment and the College may amend it at any time.
- (c) In some cases an employee may be eligible to opt into the shared parental leave scheme which gives them and their partner more flexibility to share the leave and pay available in the first year. Details are set out in the College's Shared Parental Leave (Birth) and Shared Parental Leave (Adoption) Policies.

(2) *Definitions*

The definitions in this paragraph apply in this policy.

**Partner:** someone (whether of a different sex or the same sex) with whom an employee lives in an enduring family relationship, but who is not their parent, grandparent, sister, brother, aunt or uncle.

**Expected Week of Childbirth:** the week, beginning on a Sunday, in which their doctor or midwife expects an employee's spouse, civil partner or partner to give birth.

**Expected Placement Date:** the date on which an adoption agency expects that it will place a child into an employee's care with a view to adoption.

(3) *Entitlement to Paternity Leave*

- (a) Certain employees can take paternity leave in relation to the birth or adoption of a child. However, in adoption cases paternity leave is not available to an employee who decides to take adoption leave. Further details of adoption leave are set out in the College's Adoption Policy.

- (b) Employees are entitled to paternity leave if they meet **all** the following conditions:
    - (i) They have been continuously employed by the College for at least 26 weeks ending with:
      - in birth cases, the week immediately before the 14th week before the Expected Week of Childbirth.
      - in adoption cases, the week in which the employee or their partner are notified by an adoption agency that they have been matched with a child.
    - (ii) The employee:
      - is the biological father of the child;
      - has been matched with a child by an adoption agency;
      - is the spouse, civil partner or partner of the child's mother; or
      - is the spouse, civil partner or partner of someone who has been matched with a child by an adoption agency.
    - (iii) The employee:
      - expects to have main responsibility (with the child's mother, co-adopter or adopter) for the child's upbringing; or
      - is the child's biological father and the employee expects to have some responsibility for the child's upbringing.
  - (c) The employee's intended leave must be for the purpose of caring for the child, or supporting the child's mother, adopter or co-adopter in caring for the child.
- (4) *Timing and Length of Paternity Leave*
- (a) Paternity leave must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments.
  - (b) Paternity leave can be taken from the date of the child's birth or adoption placement, but must end:
    - (i) In birth cases, within 56 days of the child's birth, or if the child is born prematurely, at any point between the child's birth date and 56 days following the Expected Week of Childbirth;
    - (ii) In adoption cases, within 56 days of the child's placement.

(5) *Notification (Birth)*

- (a) If an employee wishes to take paternity leave in relation to a child's birth, they must give the College notice in writing of their intention to do so and confirm:
- (i) The Expected Week of Childbirth;
  - (ii) Whether the employee intends to take one week's leave or two consecutive weeks' leave; and
  - (iii) When the employee would like to start paternity leave. They can state that their leave will start on:
    - the day of the child's birth; or
    - a day which is a specified number of days after the child's birth; or
    - a specific date later than the first date of the Expected Week of Childbirth.
- (b) The employee must give notice under (19)(5)(a) above before the 14th week prior to the Expected Week of Childbirth (or, if this is not possible, as soon as possible).
- (c) The College may require a signed declaration from the employee that they are taking paternity leave for a purpose for which it is intended; namely, to care for the child or to support the child's mother in caring for the child.
- (d) The College may require the employee to provide a copy of the child's birth certificate and the name and address of the mother's employer or, if she is self-employed, her business address.

(6) *Notification (Adoption)*

- (a) If an employee wishes to take paternity leave in relation to the adoption of a child, the employee must give the College notice in writing of their intention to do so and confirm:
- (i) The date on which they and/or their spouse, civil partner or Partner were notified of having been matched with the child, together with the Expected Placement Date;
  - (ii) Whether they intend to take one week's leave or two consecutive weeks' leave; and

- (iii) When they would like to start their leave. They can state that their leave will start on:
    - the day on which the child is placed with them or the adopter; or
    - a day which is a specified number of days after the child's placement; or
    - a specific date later than the Expected Placement Date.
  - (b) The employee must give notice under 19(6)(a) above no more than seven days after they and/or their spouse, civil partner or partner were notified of having been matched with the child (or, if this is not possible, as soon as possible).
  - (c) The College may require a signed declaration from the employee that they are taking paternity leave for a purpose for which it is intended; namely, to care for the child or to support their spouse, civil partner or partner in caring for the child.
  - (d) The College may require the employee to provide the following:
    - (i) The name and address of the adopter's employer or, if they are self-employed, their business address.
    - (ii) Documentary evidence issued by the adoption agency that matched them with the child which confirms:
      - the name and address of the adoption agency; and
      - the date on which they were notified that they had been matched with the child; and
      - the date on which the agency expected to place the child with them.
- (7) *Changing the Dates of paternity leave*
- (a) Where an employee is to take paternity leave in respect of a child's birth, they can give the College written notice to vary the start date of their leave from that which they originally specified in the notice given under 16(6)(a) above. This notice should be given:
    - (i) Where they wish to vary the leave to start on the day of the child's birth, at least 28 days before the first day of the Expected Week of Childbirth.
    - (ii) Where they wish to vary their leave to start a specified number of days after the child's birth, at least 28 days (minus the specified number of days) before the first day of the Expected Week of Childbirth.
    - (iii) Where they wish to vary their leave to start on a specific date (or a different date from that which they originally specified), at least 28 days before that date.

- (b) Where an employee is to take paternity leave in respect of a child's adoption, they can give the College written notice to vary the start date of their leave from that which they originally specified in the notice given under 19(7)(a). This notice should be given:
    - (i) Where they wish to vary their leave to start on the day that the child is placed with them or the adopter, at least 28 days before the Expected Placement Date.
    - (ii) Where they wish to vary their leave to start a specified number of days after the child's placement, at least 28 days (minus the specified number of days) before the Expected Placement Date.
    - (iii) Where they wish to vary their leave to start on a specific date (or a different date from that which they originally specified), at least 28 days before that date.
  - (c) If an employee is unable to give 28 days' written notice of their wish to vary the start of their leave as set out above, they should give the College written notice of the change as soon as possible.
- (8) *Statutory Paternity Pay*
- (a) In this paragraph, **Relevant Period** means:
    - (i) In birth cases, the eight-week period ending immediately before the 14th week before the Expected Week of Childbirth.
    - (ii) In adoption cases, the eight-week period ending immediately before the week in which the employee or their spouse, civil partner or Partner were notified of being matched with the child.
  - (b) If an employee takes paternity leave in accordance with this policy, they will be entitled to statutory paternity pay (**SPP**) if, during the Relevant Period, their average weekly earnings are not less than the lower earnings limit set by the government.
  - (c) SPP is paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of average weekly earnings calculated over the Relevant Period if this is lower.
- (9) *Terms and Conditions During Paternity Leave*
- (a) All the terms and conditions of employment remain in force during paternity leave, except for the terms relating to pay. In particular:
    - (i) Benefits in kind shall continue;
    - (ii) Annual leave entitlement shall continue to accrue; and

- (iii) Pension benefits shall continue in accordance with the scheme rules as applicable.

(10) *Annual Leave*

- (a) During paternity leave, annual leave will accrue at the rate provided under an employee's contract.
- (b) Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during absence on paternity leave, an employee should ensure that they have taken their full year's entitlement before their paternity leave starts.
- (c) The College's holiday year runs from 1st January to 31st December.

(11) *Returning to Work*

- (a) Employees are normally entitled to return to work following paternity leave to the same position they held before commencing leave. Terms of employment will be the same as they would have been had the employee not been absent.
- (b) However, if an employee has combined their paternity leave with a period of:
  - (i) additional maternity leave;
  - (ii) additional adoption leave; or
  - (iii) parental leave of more than four weeks,

**and** it is not reasonably practicable for them to return to the same job, the College will offer them a suitable and appropriate alternative position.

- (c) Employees who are also taking shared parental leave in respect of the same child, should refer to the Shared Parental Leave (Birth) Policy or Shared Parental Leave (Adoption) Policy for information about rights on return to work.
- (d) The College will deal with any requests by employees to change their working patterns (such as working part-time) after paternity leave on a case-by-case basis, in accordance with the College's Flexible Working Policy. The College will try to accommodate an employee's wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the College. It is helpful if requests are made as early as possible.
- (e) If an employee does not intend to return to work or is unsure, it is helpful if they discuss this with the College as early as possible. If an employee decides not to return they should submit their resignation in accordance with their contract. Once they have done so they will be unable to change their mind without the College's agreement. This does not affect an employee's right to receive SPP.

## 20 Parental Leave Policy

An employee is entitled to take unpaid parental leave if:-

- (1) The employee has completed one (1) year's service;
- (2) the employee has a child born which has not yet reached its eighteenth birthday and the employee has or expects to have responsibility for the child;
- (3) The employee has complied with the notice requirements as set out below;
- (4) The employee has provided a certified copy of the child's birth certificate; and
- (5) The employee is taking the leave to spend time with or otherwise care for the child.

An employee has responsibility for a child for the purposes of paragraph 20(2) above if they:

- (a) are the child's biological mother or father (whether or not they are living with the child);
  - (b) are the child's adoptive parent and can provide evidence of the date on which the placement began; or
  - (c) otherwise have legal responsibility for the child, for example, as the child's guardian.
- (6) *Periods of Leave*
- (a) An employee is entitled to a total of eighteen (18) weeks' parental leave for each child. On joining the College, the employee will be required to sign a declaration concerning what parental leave has already been taken with a previous employer in respect of each child.
  - (b) Except where the leave is taken in respect of a child entitled to a disability living allowance ("Disabled Child"), an employee may not take parental leave in blocks of less than *one week*. Where an employee has a Disabled Child, parental leave may be taken in minimum periods of one (1) day.
  - (c) An employee may not take more than 4 weeks leave in respect of any individual child during any particular year.
  - (d) For the purposes of this paragraph, a year is the period of twelve (12) months beginning:-
    - (i) (Except where an employee's entitlement has been interrupted - see below) on the date on which the employee first became entitled to take parental leave in respect of the child in question; or
    - (ii) In a case where the employee's entitlement has been interrupted at the end of a period of continuous employment, on the date on which the employee



most recently became entitled to take parental leave in respect of that child;  
and

(iii) Each successive period of twelve (12) months beginning on the anniversary of that date.

(e) For the avoidance of doubt, “a week” for the purposes of this policy is an employee’s normal working week. For example, if an employee works two (2) days a week then their total entitlement is thirty six (36) working days. (eighteen (18) weeks of two (2) days).

(7) *Notice Requirements*

(a) The employee is required to give the College written notice at least twenty one (21) days before their parental leave is to begin specifying:-

(b) the dates on which the period of leave is to begin and end; or

(c) (Where a parent wants to take parental leave when their child is born) the expected week of childbirth and the duration of the period of leave; or

(d) (Where a parent wants to take parental leave at the time a child is placed for adoption) the week in which the placement is expected to occur and the duration of the period of leave. In the case of adoption, if the employee cannot give 21 days’ notice, notice must be given as soon as reasonably practicable.

(8) *Maternity, Paternity, Adoption and Shared Parental Leave*

Provided the employee complies with the notice provisions above parental leave can be taken immediately following a period of maternity, paternity, adoption or shared parental leave period up to a maximum of four (4) weeks.

(9) *Postponement of Leave*

The College reserves the right to postpone a period of parental leave (except where the employee has given the College notice as above) in the following circumstances:-

(a) If the College considers in its absolute discretion that the operation of the College would be unduly disrupted if the employee took leave during the requested period; and

(b) The College agrees to permit the employee to take a period of leave of the same duration as identified in the employee’s notice, beginning on a date (determined by the College after consulting employee) which is no later six (6) months after the requested period; and

(c) The College gives the employee notice in writing of the postponement within seven (7) days of receiving the employee’s request stating:-

(i) The reason for the postponement; and

- (ii) The dates on which the period of leave the College agrees to permit the employee to take will begin and end.

(10) *Return to Work*

An employee is entitled to return to the same position held prior to taking parental leave.

## **21 Adoption Leave Policy**

(1) *Adoption Leave*

- (a) There are two levels of adoption leave, ordinary adoption leave ("OAL") and additional adoption leave ("AAL"). Shortly before the adoption leave starts the College shall discuss with the employee the arrangements for covering their work, the opportunities for the College and the employee to make reasonable contact with each other during the leave and the opportunities for the employee to work during their adoption leave (see below).
- (b) Surrogate parents may also be eligible for adoption leave. The leave will be available to employees who are, or expect to be, the parents of a child under a parental order.
- (c) In some cases the employee and their spouse or partner may be eligible to opt into the shared parental leave (SPL) scheme which gives them more flexibility to share the leave and pay available in the first year after the child is placed with them. However, one of them must take at least two weeks' adoption leave first. Details of SPL are set out in the College's Shared Parental Leave (Adoption) Policy.

(2) *Time off to attend adoption appointments*

- (a) Employees or agency workers (subject to satisfying the necessary criteria) adopting a child or children on their own will be entitled to paid time off to attend five adoption appointments. Employees or agency workers adopting a child or children with another (joint adopters) may elect for one of them to take paid time off to attend up to five appointments and the other may take unpaid time off to attend up to two appointments.
- (b) Employees are entitled to attend appointments as explained above with each appointment lasting no more than six and a half hours.
- (c) An adoption appointment takes place after an adoption agency notifies the employee that a child is, or is expected to be placed with the employee for adoption. The reason for the appointment must be:
  - (i) So that the adopters can have contact with the child;
  - (ii) For any other purpose connected with the adoption.

- (d) In order to exercise this entitlement, the employee must be able to evidence an adoption appointment. The employee will be required to produce a document showing:
    - (i) That they would like to take either paid or unpaid time off;
    - (ii) The date and time of the appointment;
    - (iii) That the appointment has been arranged by or at the request of the adoption agency;
    - (iv) If the employee is a joint adopter, a signed declaration that the employee has elected to take time off.
  - (e) The College may refuse time off to attend such an appointment where it is reasonable for us to do so.
  - (f) The employee should arrange appointments for a time that will cause minimum disruption to their work.
- (3) *Ordinary Adoption Leave*
- (a) OAL will be for a period of up to 26 weeks beginning on either:-
    - (i) The date of the child's placement; or
    - (ii) a date which is no more than 14 days before the expected date of placement ("the EDP").
  - (b) An employee will be entitled to take OAL in respect of a child if:-
    - (i) They are the child's adopter, and
    - (ii) They have notified the agency that they agree that the child should be placed with them and on the date of placement.
- (4) *Additional Adoption Leave*
- (a) AAL will be available for a period of 26 weeks beginning on the day after the last day of the employee's OAL.
  - (b) An employee will be entitled to AAL if:
    - (i) the child was placed with them for adoption
    - (ii) they took OAL in respect of the child; and
    - (iii) their OAL did not end prematurely.
- (5) *General*
- (a) Only one period of leave is available, irrespective of whether more than one child is placed for adoption. Adoption leave is not available where the child is already known to the adopters.

- (b) If an employee is adopting a child jointly with another person only one of them is entitled to elect to take adoption leave and receive statutory adoption pay. If an employee wishes to elect to take adoption leave in these circumstances they must confirm this in writing to the College.
- (6) *Notification and Evidential Requirements before going on Adoption Leave*
- (a) An employee must give the College notice of their intention to take OAL within 7 days of having been notified of having been matched with a child for adoption or where this is not reasonably practicable, as soon as possible.
  - (b) Such notice must specify the EDP and the date when they wish adoption leave to begin which can be either from the date of the child's placement or a date up to 14 days before the EDP. The employee will also be required to supply a copy of the matching certificate issued by the adoption agency.
  - (c) The employee must give the College 28 days' notice of the date when they wish adoption leave to start or where not reasonably practicable as soon as possible.
  - (d) If an employee wishes to vary the date of the leave, they must give 28 days' notice of the variation or where this is not reasonably practicable, as soon as possible.
- (7) *Statutory Adoption Pay ("SAP")*
- (a) To be entitled to SAP an employee must:-
    - (i) be a person with whom a child is, or is expected to be, placed for adoption
    - (ii) have been continuously employed for 26 weeks ending with the matching week,
    - (iii) be absent due to adoption leave
    - (iv) have normal weekly earnings equal to or above the lower earnings limit calculated over the 8 weeks prior to the matching week (the "Relevant Period") and
    - (v) have elected to receive SAP and not SPP.
  - (b) An employee will be entitled to SAP for up to 39 weeks at the lower of the "prescribed rate" set by the Government for the relevant tax year, or 90% of their average weekly earnings calculated over the Relevant Period. It stops being payable if the employee returns to work sooner or if the placement is disrupted.
  - (c) An employee must notify the College of its liability to pay SAP in writing at least 28 days before the start date of OAL or if not reasonably practicable, as soon as reasonably practicable. The notice must also specify the EDP.

- (d) If an employee becomes eligible for a pay rise before the end of their adoption leave, they will be treated for SAP purposes as if the pay rise had applied throughout the Relevant Period. This means that their SAP will be recalculated and increased retrospectively, or that they may qualify for SAP if they did not previously qualify. The College shall pay a lump sum to make up the difference between any SAP already paid and the amount payable by virtue of the pay rise. Any future SAP payments at the earnings-related rate (if any) will also be increased as necessary.
- (8) *Terms and Conditions During OAL and AAL*
- All the terms and conditions of employment remain in force during OAL and AAL except for the terms relating to pay. In particular:
- (a) benefits in kind shall continue;
  - (b) annual leave entitlement continues to accrue; and
  - (c) pension benefits shall continue in accordance with the scheme rules as applicable.
- (9) *Annual Leave*
- (a) During OAL and AAL annual leave will accrue at the rate provided under the employee's contract.
  - (b) Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during the employee's adoption leave, they should ensure that they have taken the full year's entitlement before starting their adoption leave.
  - (c) The College's holiday year runs from 1st January to 31st December.
- (10) *Keeping in Touch During Adoption Leave*
- (a) An employee may carry out up to 10 days' work for the College during their adoption leave without bringing their adoption leave to an end. Any work will only be carried out if the College and the employee both agree for this to happen and the College agrees in advance what work is to be done and how much the employee will be paid for it.
  - (b) "Work" means any work done under an employee's contract of employment and may include training or any activity undertaken for the purposes of keeping in touch with the workplace.
  - (c) Any work carried out on any such day will constitute a day's work. However, this will not have the effect of extending an employee's adoption leave.
  - (d) The College and the employee may also make reasonable contact with each other during adoption leave to discuss a range of issues e.g. to discuss the employee's plans for returning to work or to keep the employee informed of

important developments at the workplace. Any reasonable contact will not bring the adoption leave to an end.

(11) *Date for Returning to Work*

- (a) The College shall write to inform the employee of the date the College expects them to return to work (the expected return date). This letter shall be sent within 28 days of the date the employee notified the College of their chosen start date. If the start date has been changed the College shall write to the employee within 28 days of the start of adoption leave with a revised expected return date.
- (b) The College expects the employee to return on the expected return date unless they tell the College otherwise. It is helpful to the College if the employee confirms during their adoption leave that they will be returning to work as expected.

(12) *Notification Requirements To Return Early*

- (a) If an employee wishes to return to work earlier than the expected return date, they must give the College at least 8 weeks' notice of the date they intend to return (the revised return date). It is helpful if this notice is given in writing.
- (b) If this notice is not given, the College may postpone the employee's return date to the date 8 weeks after they gave notice that they wished to return early, or to the expected return date if sooner.

(13) *Returning Late*

- (a) If an employee subsequently wishes to return later than the revised return date, they must give at least 8 weeks' notice ending with the revised return date of the date they intend to return.
- (b) The College cannot postpone the employee's return to work to a date after the end of the relevant adoption leave period.
- (c) If an employee wishes to return later than the end of their adoption leave period they should make a request to take unpaid parental leave in accordance with the College's parental leave policy. They employee should give the College as much notice as possible, but no less than 21 days.
- (d) An employee may also request paid annual leave in accordance with their contract, subject to the College's discretion.
- (e) If an employee is unable to return to work due to sickness or injury, this will be treated as sickness absence and the College's usual sickness policy will apply.
- (f) In any other case, late return will be treated as unauthorised absence.

(14) *Deciding Not to Return*

- (a) If an employee does not intend to return to work, or is unsure, it is helpful if they discuss this with the College as early as possible. If an employee decides not to return they should give notice of resignation in accordance with their contract. The amount of adoption leave left to run when they give notice must be at least equal to their contractual notice period, otherwise the College may require them to return to work for the remainder of the notice period.
- (b) Once an employee has given notice that they will not be returning to work, they cannot change their mind without the College's agreement.
- (c) This does not affect the employee's right to receive SAP.

(15) *Return to Work*

- (a) An employee is normally entitled to return to work in the same position as they held before commencing leave. Their terms of employment shall be the same as they would have been if they had not been absent.
- (b) However, if an employee has taken any period of AAL or more than four weeks' parental leave, and it is not reasonably practicable for the College to allow the employee to return into the same position, the College may give the employee another suitable and appropriate job on terms and conditions that are not less favourable.

(16) *Returning to Work Part-Time*

- (a) There is no right to return to work part-time or to make other changes to the employee's working patterns on return from adoption leave. However, the College will deal with any requests on a case-by-case basis and try to accommodate an employee's wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the College. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in the flexible working procedure.

(17) *End of Placement*

- (a) If the child's placement ends during the adoption leave period, an employee will be able to continue adoption leave for up to eight weeks after the end of the placement.

## **22 Shared Parental Leave Policy (Birth)**

(1) *General Principles*

- (a) This policy outlines the arrangements for shared parental leave and pay in relation to the birth of a child. For employees who are adopting a child please see the Shared Parental Leave Policy (Adoption) instead.

- (b) This policy applies to employees. It does not apply to agency workers or self-employed contractors.
- (c) This policy does not form part of any employee's contract of employment and the College may amend it at any time.

(2) *Definitions*

- (a) The definitions in this paragraph apply in this policy.

<b>Expected week of childbirth (EWC)</b>	the week, beginning on a Sunday, in which the doctor or midwife expects the employee's child to be born;
<b>Parent</b>	One of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father);
<b>Partner</b>	The employee's spouse, civil partner or someone living with the employee in an enduring family relationship, but not the employee's sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew;
<b>Qualifying Week</b>	the fifteenth week before the EWC.

(3) *What Is Shared Parental Leave?*

- (a) Shared parental leave (SPL) gives the employee and their partner more flexibility in how to share the care of their child in the first year after birth than simply taking maternity and paternity leave. Assuming the employee and their partner are both eligible, they will be able to choose how to split the available leave between them, and can decide to be off work at the same time or at different times. The employee may be able to take leave in more than one block.

(4) *Entitlement to SPL*

- (a) An employee is entitled to SPL in relation to the birth of a child if:
  - (i) they are the child's mother, and share the main responsibility for the care of the child with the child's father (or the employee's partner, if not the father);
  - (ii) they are the child's father and share the main responsibility for the care of the child with the child's mother; or
  - (iii) they are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).



- (b) The following conditions must also be fulfilled:
- (i) the employee must have at least 26 weeks' continuous employment with the College by the end of the Qualifying Week, and still be employed by the College in the week before the leave is to be taken;
  - (ii) the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and
  - (iii) the employee and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.
- (c) The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).
- (d) If the employee is the mother she cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth.
- (e) If the employee is the child's father or the mother's partner, they should consider using their two weeks' paternity leave before taking SPL. Once the employee starts SPL they will lose any untaken paternity leave entitlement. SPL entitlement is additional to the employee's paternity leave entitlement.
- (5) *Opting in to Shared Parental Leave and Pay*
- (a) Not less than eight weeks before the date the employee intends their SPL to start, the employee must give the College a written opt-in notice giving:
- (i) the employee's name and the name of the other parent;
  - (ii) if the employee is the child's mother, the start and end dates of her maternity leave;
  - (iii) if the employee is the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
  - (iv) the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
  - (v) how many weeks of the available SPL will be allocated to the employee and how many to the other parent (the employee can change the allocation by giving the College a further written notice, and they do not have to use their full allocation);
  - (vi) if the employee is claiming statutory shared parental pay (SSPP), the total SSPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);

- (vii) how many weeks of available SSPP will be allocated to the employee and how much to the other parent. (The employee can change the allocation by giving the College a further written notice, and they do not have to use their full allocation);
- (viii) an indication of the pattern of leave the employee is thinking of taking, including suggested start and end dates for each period of leave (see paragraph (9) and paragraph (10) for information on taking leave). This indication will not be binding at this stage, but employees should give as much information as possible about their future intentions; and
- (ix) declarations by the employee and the other parent that they both meet the statutory conditions to enable them to take SPL and SSPP.

(6) *Ending Maternity Leave*

- (a) If the employee is the child's mother and wants to opt into the SPL scheme, she must give the College at least eight weeks' written notice to end her maternity leave (a curtailment notice) before she can take SPL. The notice must state the date her maternity leave will end. The employee can give the notice before or after she gives birth, but she cannot end her maternity leave until at least two weeks after birth.
- (b) The employee must also give the College, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph (5)) or a written declaration that the other parent has given their employer an opt-in notice and that the employee has given the necessary declarations in that notice.
- (c) The other parent may be eligible to take SPL from their employer before the employee's maternity leave ends, provided they have given the curtailment notice.
- (d) The curtailment notice is binding and cannot usually be revoked. The employee can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:
  - (i) if the employee realises that neither they nor the other parent are in fact eligible for SPL or SSPP, in which case the employee can revoke the curtailment notice in writing up to eight weeks after it was given;
  - (ii) if the employee gave the curtailment notice before giving birth, they can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or
  - (iii) if the other parent has died.
- (e) Once the employee has revoked a curtailment notice they will be unable to opt back into the SPL scheme, unless they revoked it in the circumstances in paragraph (6)(d)(ii).

(7) *Ending Partner's Maternity Leave or Pay*

- (a) If the employee is not the mother, and she is still on maternity leave or claiming SMP or MA, the employee will only be able to take SPL once the mother has either:
  - (i) returned to work;

- (ii) given her employer a curtailment notice to end her maternity leave;
- (iii) given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
- (iv) given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

(8) *Evidence of Entitlement*

- (a) The employee must also provide on request:
  - (i) A copy of the birth certificate (or if the employee has not yet obtained a birth certificate, a signed declaration of the child's date and place of birth); and
  - (ii) The name and address of the other parent's employer (or a declaration that they have no employer).

(9) *Booking SPL Dates*

- (a) Having opted into the SPL system the employee will need to give a period of leave notice telling the College the start and end dates of their leave. This can be given at the same time as the employee's opt-in notice, or it can be given later, as long as it is given at least eight weeks before the start of the employee's leave. The employee must also state in their period of leave notice the dates on which they intend to claim SSPP, if applicable.
- (b) If the employee's period of leave notice gives dates for a single continuous block of SPL they will be entitled to take the leave set out in the notice.
- (c) The employee can give up to three period of leave notices. This may enable the employee to take up to three separate blocks of SPL (although if they give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see paragraph (11)). In exceptional circumstances the College may allow the employee to give more than three period of leave notices but there is no obligation for the College to do so.

(10) *Procedure for Requesting Split Periods of SPL*

- (a) In general, a period of leave notice should set out a single continuous block of leave. The College may, in some cases, be willing to consider a period of leave notice where the SPL is split into shorter periods (of at least a week) with periods of work in between. It is best for the employee to discuss this with the College in good time before formally submitting their period of leave notice. This will give the College more time to consider the request and hopefully agree a pattern of leave with the employee from the start.
- (b) The employee must submit a period of leave notice setting out the requested pattern of leave at least eight weeks before the requested start date. If the College is unable to agree to the employee's request straight away, there will be a two-week discussion period. At the end of that period, the College will confirm any agreed arrangements in writing. If the College has not reached an agreement, the employee will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in the employee's notice (for example, if the employee requested three separate periods of four

weeks each, they will be combined into one 12-week period of leave). Alternatively, the employee may:

- (i) choose a new start date (which must be at least eight weeks after the employee's original period of leave notice was given), and tell the College within five days of the end of the two-week discussion period; or
- (ii) withdraw their period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and the employee may submit a new one if they choose).

(11) *Changing the Dates or Cancelling SPL*

- (a) The employee can cancel a period of leave by notifying the College in writing at least eight weeks before the start date in the period of leave notice.
- (b) The employee can change the start date for a period of leave, or the length of the leave, by notifying the College in writing at least eight weeks before the original start date and the new start date.
- (c) The employee does not need to give eight weeks' notice if they are changing the dates of their SPL because their child has been born earlier than the EWC, where they wanted to start their SPL a certain length of time (but not more than eight weeks) after birth. In such cases please notify the College in writing of the change as soon as possible.
- (d) The employee can change the end date for a period of leave by notifying the College in writing at least eight weeks before the original end date and the new end date.
- (e) The employee can combine split periods of leave into a single continuous period of leave by notifying the College in writing at least eight weeks before the start date of the first period.
- (f) The employee can request that a continuous period of leave be split into two or more discontinuous periods with periods of work in between. We will consider any such request as set out in paragraph (10).
- (g) A notice to change or cancel a period of leave will count as one of the employee's three period of leave notices, unless:
  - (i) the variation is a result of their child being born earlier or later than the EWC;
  - (ii) the variation is at the College's request; or
  - (iii) the College agrees otherwise.

(12) *Shared Parental Pay*

- (a) SSPP of up to 39 weeks (less any weeks of SMP or MA claimed by the mother) may be available provided the employee has at least 26 weeks' continuous employment with the College at the end of the Qualifying Week and the employee's average earnings are not less than the lower earnings limit set by the government each tax year. SSPP is paid at a rate set by the government each year.

(13) *Other Terms During Shared Parental Leave*

- (a) The employee's terms and conditions of employment remain in force during SPL, except for the terms relating to pay.
- (b) Annual leave entitlement will continue to accrue at the rate provided under the employee's contract. Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during SPL, the employee should ensure that they have taken the full year's entitlement before starting SPL.
- (c) If the employee is a member of the pension scheme, the College will make employer pension contributions during any period of paid SPL, based on the employee's normal salary, in accordance with the pension scheme rules. Any employee contributions the employee makes will be based on the amount of any shared parental pay they are receiving, unless they inform the College that they wish to make up any shortfall.

(14) *Keeping in Touch*

- (a) The College may make reasonable contact with the employee from time to time during their SPL although this will be kept to a minimum. This may include contacting the employee to discuss arrangements for their return to work.
- (b) The employee may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during their SPL. This is in addition to any KIT days that the employee may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with the College. Any work will only be carried out if both the employee and the College agree for this to happen and agree in advance what work is to be done and how much the employee will be paid for it.

(15) *Returning to Work*

- (a) If the employee wants to end a period of SPL early, they must give the College eight weeks' written notice of the new return date. If the employee has already given the College three period of leave notices they will not be able to end their SPL early without the College's agreement.
- (b) If the employee wants to extend their SPL, assuming they still have unused SPL entitlement remaining, they must give the College a written period of leave notice at least eight weeks before the date they were due to return to work. If the employee has already given the College three period of leave notices they will not be able to extend their SPL without the College's agreement. The employee may instead be able to request annual leave or ordinary parental leave (see the Parental Leave Policy), subject to the needs of the College.
- (c) Employees are normally entitled to return to work in the position they held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for the College to allow the employee to return into the same position, the College may give the employee another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:
  - (i) if the employee's SPL and any maternity or paternity leave they have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or

- (ii) if the employee took SPL consecutively with more than four weeks of ordinary parental leave.
- (d) If the employee wants to change their hours or other working arrangements on return from SPL they should make a request under the College's Flexible Working Policy. It is helpful if such requests are made as early as possible.
- (e) If the employee decides they do not want to return to work, they should give notice of resignation in accordance with their contract.

## **23 Shared Parental Leave Policy (Adoption)**

### **(1) General Principles**

- (a) This policy outlines the arrangements for shared parental leave and pay in relation to the adoption of a child. If an employee or their partner is pregnant or has given birth, please see the Shared Parental Leave Policy (Birth) instead.
- (b) This policy applies to employees. It does not apply to agency workers or self-employed contractors.
- (c) This policy does not form part of any employee's contract of employment and the College may amend it at any time.

### **(2) Definitions**

- (a) The definitions in this paragraph apply in this policy.

**Partner** the employee's spouse, civil partner or someone living with the employee in an enduring family relationship at the time the child is placed for adoption, but not the employee's sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew;

**Qualifying Week** the week the adoption agency notifies the employee that they have been matched with a child for adoption.

### **(3) What Is Shared Parental Leave?**

Shared parental leave (SPL) gives the employee and their partner more flexibility in how to share the care of their child in the first year after birth than simply taking maternity and paternity leave. Assuming the employee and their partner are both eligible, they will be able to choose how to split the available leave between them, and can decide to be off work at the same time or at different times. The employee may be able to take leave in more than one block.

### **(4) Entitlement**

- (a) An employee may be entitled to SPL if an adoption agency has placed a child with them and/or their partner for adoption and the employee intends to share the main responsibility for the care of the child with their partner.

- (b) The following conditions must be fulfilled:
  - (i) the employee must have at least 26 weeks' continuous employment with the College by the end of the Qualifying Week, and still be employed by the College in the week before the leave is to be taken;
  - (ii) the employee's partner must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the Qualifying Week and had average weekly earnings of at least £30 during 13 of those weeks; and
  - (iii) the employee and their partner must give the necessary statutory notices and declarations as summarised below, including notice to end adoption leave or statutory adoption pay (SAP).
- (c) Either the employee or their partner must qualify for statutory adoption leave and/or SAP and must take at least two weeks of adoption leave and/or pay.
- (d) If the employee's partner is taking adoption leave and/or claiming SAP, the employee may be entitled to two weeks' paternity leave and pay (see the Paternity Leave Policy). The employee should consider using this before taking SPL. Paternity leave is additional to any SPL entitlement the employee may have, but the employee will lose any untaken paternity leave entitlement once they start a period of SPL.
- (e) The total amount of SPL available is 52 weeks, less the weeks of adoption leave taken by either the employee or their partner (or the weeks in which the employee's partner has been in receipt of SAP if they were not entitled to adoption leave).
- (5) *Opting in to Shared Parental Leave and Pay*
  - (a) Not less than eight weeks before the date the employee intends their SPL to start, the employee must give the College a written opt-in notice which includes:
    - (i) the employee's name and the employee's partner's name;
    - (ii) if the employee is taking adoption leave, their adoption leave start and end dates;
    - (iii) if the employee is not taking adoption leave, the employee's partner's adoption leave start and end dates, or if the employee's partner is not entitled to adoption leave, the start and end dates of their SAP;
    - (iv) the total SPL available, which is 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by the employee or their partner;
    - (v) how many weeks of the available SPL will be allocated to the employee and how many to the employee's partner (the employee can change the allocation by giving the College a further written notice, and they do not have to use their full allocation);
    - (vi) if the employee is claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken;

- (vii) how many weeks of the available ShPP will be allocated to the employee and how many to their partner (the employee can change the allocation by giving the College a further written notice, and they do not have to use their full allocation);
- (viii) an indication of the pattern of leave the employee is thinking of taking, including suggested start and end dates for each period of leave (see paragraph (9) and paragraph (10) for information on taking leave). This indication will not be binding at this stage, but employees should give as much information as possible about their future intentions; and
- (ix) declarations by the employee and their partner that they both meet the statutory conditions to enable them to take SPL and ShPP.

(6) *Ending Adoption Leave*

- (a) If the employee is taking or intends to take adoption leave and wants to opt into the SPL scheme, they must give the College at least eight weeks' written notice to end their adoption leave (a curtailment notice). The notice must state the date their adoption leave will end. The employee can give the notice before or after adoption leave starts, but they must take at least two weeks' adoption leave.
- (b) The employee must also give the College, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph (5)) or a written declaration that the employee's partner has given their employer an opt-in notice and that the employee has given the necessary declarations in that notice.
- (c) If the employee's partner is eligible to take SPL from their employer, they cannot start it until the employee has given the College their curtailment notice.
- (d) The curtailment notice is binding on the employee and cannot usually be revoked. The employee can only revoke a curtailment notice if their adoption leave has not yet ended and one of the following applies:
  - (i) if the employee realises that neither they nor their partner are in fact eligible for SPL or ShPP, in which case the employee can revoke the curtailment notice in writing up to eight weeks after it was given;
  - (ii) if the employee's partner has died.
- (e) Once the employee has revoked a curtailment notice they will be unable to opt back in to the SPL scheme.

(7) *Ending Partner's Adoption Leave or Pay*

- (a) If the employee's partner is taking adoption leave or claiming SAP from their employer, the employee will only be able to take SPL once their partner has either:
  - (i) returned to work;
  - (ii) given their employer a curtailment notice to end adoption leave; or



- (iii) given their employer a curtailment notice to end SAP (if they are entitled to SAP but not adoption leave).
- (8) *Evidence of Entitlement*
  - (a) The employee must provide on request:
    - (i) One or more documents from the adoption agency showing the agency's name and address and the expected placement date; and
    - (ii) The name and address of the employee's partner's employer (or a declaration that they have no employer).
- (9) *Booking SPL Dates*
  - (a) Having opted into the SPL system the employee will need to give a period of leave notice telling the College the start and end dates of their leave. This can be given at the same time as the employee's opt-in notice, or it can be given later, as long as it is given at least eight weeks before the start of the employee's leave. The employee must also state in their period of leave notice the dates on which they intend to claim ShPP, if applicable.
  - (b) If the employee's period of leave notice gives dates for a single continuous block of SPL they will be entitled to take the leave set out in the notice.
  - (c) The employee can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if they give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see paragraph (11)). In exceptional circumstances the College may allow the employee to give more than three period of leave notices but there is no obligation for the College to do so.
- (10) *Procedure for Requesting Split Periods of SPL*
  - (a) In general, a period of leave notice should set out a single continuous block of leave. The College may, in some cases, be willing to consider a period of leave notice where the SPL is split into shorter periods (of at least a week) with periods of work in between. It is best for the employee to discuss this with the College in good time before formally submitting their period of leave notice. This will give the College more time to consider the request and hopefully agree a pattern of leave with the employee from the start.
  - (b) The employee must submit a period of leave notice setting out the requested pattern of leave at least eight weeks before the requested start date. If the College is unable to agree to the employee's request straight away, there will be a two-week discussion period. At the end of that period, the College will confirm any agreed arrangements in writing. If the College has not reached an agreement, the employee will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in the employee's notice (for example, if the employee requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, the employee may:
    - (i) choose a new start date (which must be at least eight weeks after the employee's original period of leave notice was given), and tell the College within five days of the end of the two-week discussion period; or

- (ii) withdraw their period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and the employee may submit a new one if they choose).

(11) *Changing the Dates or Cancelling SPL*

- (a) The employee can cancel a period of leave by notifying the College in writing at least eight weeks before the start date in the period of leave notice.
- (b) The employee can change the start date for a period of leave, or the length of the period of leave, by notifying the College in writing at least eight weeks before the original start date and the new start date.
- (c) The employee can change the end date for a period of leave by notifying the College in writing at least eight weeks before the original end date and the new end date.
- (d) The employee can change split periods of leave into a single continuous period of leave by notifying the College in writing at least eight weeks before the start date.
- (e) The employee can request that a continuous period of leave be split into two or more discontinuous periods with periods of work in between. The College will consider any such request as set out in paragraph (10).
- (f) A notice to change or cancel a period of leave will count as one of the employee's three period of leave notices, unless:
  - (i) the variation is a result of the child being placed with the employee earlier or later than the expected placement date;
  - (ii) the variation is at the College's request; or
  - (iii) the College agrees otherwise.

(12) *Shared Parental Pay (ShPP)*

- (a) ShPP of up to 39 weeks (less any weeks of SAP claimed by the employee or the employee's partner) may be available provided the employee has at least 26 weeks' continuous employment with the College at the end of the Qualifying Week and the employee's average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid at a rate set by the government each year.

(13) *Other Terms During Shared Parental Leave*

- (a) The employee's terms and conditions of employment remain in force during SPL, except for the terms relating to pay.
- (b) Annual leave entitlement will continue to accrue at the rate provided under the employee's contract. Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during SPL, the employee should ensure that they has taken the full year's entitlement before starting SPL.
- (c) If the employee is a member of the pension scheme, the College will make employer pension contributions during any period of paid SPL, based on the employee's normal

salary, in accordance with the pension scheme rules. Any employee contributions the employee makes will be based on the amount of any shared parental pay they are receiving, unless they inform the College that they wish to make up any shortfall.

(14) *Keeping in Touch*

- (a) The College may make reasonable contact with the employee from time to time during their SPL although this will be kept to a minimum. This may include contacting the employee to discuss arrangements for their return to work.
- (b) The employee may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during their SPL. This is in addition to any KIT days that the employee may have taken during adoption leave. KIT days are not compulsory and must be discussed and agreed with the College. Any work will only be carried out if both the employee and the College agree for this to happen and agree in advance what work is to be done and how much the employee will be paid for it.

(15) *Returning to Work*

- (a) If the employee wants to end a period of SPL early, they must give the College eight weeks' written notice of the new return date. If the employee has already given the College three period of leave notices they will not be able to end their SPL early without the College's agreement.
- (b) If the employee wants to extend their SPL, assuming they still have unused SPL entitlement remaining, they must give the College a written notice at least eight weeks before the date they were due to return to work. If the employee has already given the College three period of leave notices they will not be able to extend their SPL without the College's agreement. The employee may instead be able to request annual leave or ordinary parental leave (see the Parental Leave Policy), subject to the needs of the College.
- (c) The employee is normally entitled to return to work in the position they held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for the College to allow the employee to return into the same position, the College may give the employee another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:
  - (i) if the employee's SPL and any adoption or paternity leave they have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
  - (ii) if the employee took SPL consecutively with more than four weeks of ordinary parental leave.
- (d) If the employee wants to change their hours or other working arrangements on return from SPL they should make a request under the College's Flexible Working Policy. It is helpful if such requests are made as early as possible.
- (e) If the employee decides they do not want to return to work, they should give notice of resignation in accordance with their contract.

## 24 Flexible Working Policy

### (1) Introduction

Eligible employees have the right to request a change to their working pattern. The type of change that can be requested can relate to the hours of work, the times of day that they work or they can ask to work from home, for some or all of the week.

### (2) Who is eligible?

(a) In order to be eligible to make a request under the formal procedure, the employee must:

- (i) be an employee;
- (ii) have worked for the College continuously for 26 weeks at the date the request is made; and
- (iii) not have made a formal request to work flexibly during the last 12 months (each 12-month period runs from the date when the most recent application was made).

### (3) What information does the employee have to provide?

The College needs as much information as the employee can give on the change of working pattern being proposed, the effect that this may have on colleagues and how this can be dealt with. An application should be made in writing providing all the necessary information to enable the College to make a decision without delay.

### (4) Considering the Application

Once the application has been made, the College will consider it fully and take the following steps. The employee may withdraw the application at any stage by doing so in writing:

TIMETABLE	ACTION
Within <b>28 days</b> of the application being made	The Bursar will either: agree to the request and notify the employee; <b>OR</b> arrange a meeting with the employee to discuss the application.
Within <b>14 days</b> of the meeting	The Bursar will notify the employee of their decision.
If the application is rejected, the employee <b>has 14 days</b> to appeal	The appeal must be made in writing

TIMETABLE	ACTION
Within <b>14 days</b> of the appeal being made	An appeal meeting must be arranged.
Within <b>14 days</b> of the appeal meeting	The College will notify the employee of its decision

The time limits set out in this timetable can be extended with the agreement of the employee if the College considers that it needs more time to make a decision.

If the employee fails to attend two meetings, without good reason, the application will be treated as withdrawn.

(5) *Taking a colleague to the meetings*

The employee can bring a fellow employee ("the Companion") to any of the meetings arranged to discuss the proposed working arrangement. The Companion can address the meeting, but cannot answer questions on behalf of the employee. If the Companion cannot attend the meeting, it should be rearranged to a convenient date within 7 days.

(6) *Refusing an application*

The College can only refuse an application where there is a clear business reason. If the application or appeal is rejected, the reasons will be fully set out to the employee. The business grounds that the College will consider are:

- The burden of additional costs that the proposed working arrangement create;
- The detrimental effect of the proposed arrangements on the ability to meet customer demands.
- The inability to reorganise work among existing staff.
- The detrimental impact on quality.
- Inability to recruit additional staff.
- The detrimental impact on performance.
- Insufficiency of work during the periods the employee proposes to work.
- Planned structural changes.

(7) *Trial period*

The College and employee can agree a trial period if they think that it would be helpful to see if the proposed working arrangement is workable. This will not be a permanent change and the details and length of the trial period will be set out to the employee in writing.

(8) *Effect of the application being accepted*

Any changes agreed under this policy are permanent, unless otherwise agreed, and the employee will have no right to return to their former working arrangement without the agreement of the College. If the change results in any reduction of hours, salary and benefits will be reduced on a pro rata basis.

## **25 Anti-corruption and Bribery Policy**

(1) *The Policy*

- (a) The College is committed to conducting all of its business activities fairly, honestly and with integrity. The College takes a zero-tolerance approach to bribery and corruption and will not tolerate it in its business or in those it does business with. The College Committee, management and employees are dedicated to high ethical standards and recognise and support the College's commitment to compliance with these standards.
- (b) In particular, the College is committed to preventing any form of corruption and bribery and will uphold all laws relevant to countering corruption and bribery, including the Bribery Act 2010, in respect of its conduct. In order to support this commitment, the College has adopted this policy to ensure it has effective procedures in place to prevent corruption and bribery.
- (c) The purpose of this policy is to:
  - (i) set out the College and its workers' responsibilities in observing and upholding its position on bribery and corruption; and
  - (ii) provide information and guidance to those working for the College on how to recognise and deal with bribery and corruption issues.
- (d) Any breach of this policy may result in disciplinary action and a sanction of summary termination for gross misconduct.
- (e) In this policy, "third party" means any individual or organisation any employee comes into contact with during the course of their work for the College, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

(2) *Who is covered by the policy?*

This policy applies to all individuals working for the College at all levels and grades, including senior managers, officers, directors, employees, consultants, contractors, trainees, seconded staff, home-workers, casual workers and agency staff (referred to in this policy as "workers").

(3) *What is bribery?*

- (a) A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage.

- (b) Gifts, hospitality, political or charitable donations or any other form of funding for educational or other purposes will be bribes where they are given or received with the intention of gaining a commercial or other advantage.

(4) *Gifts*

- (a) The receipt [or giving] of modest gifts is not prohibited, if the following requirements are met:
  - (i) it is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
  - (ii) it is appropriately recorded in the College's register of gifts and hospitality if over £10 in value;
  - (iii) it has a fair market value of less than £25; and
- (b) Any gifts above this fair market value must be approved in advance by the Domestic Bursar or Bursar. If received, they will be normally put into a central departmental pool which will be shared amongst all staff.
- (c) Regularly repeated, lower value gifts must also be formally approved by the Domestic Bursar or Bursar.
- (d) Gifts should not be offered to, or accepted from, domestic or foreign government officials or representatives, or domestic or foreign politicians or political parties, without the prior approval of the Bursar.
- (e) Where it would be culturally unacceptable and/or cause offence to refuse a gift of higher value, the gift should be accepted, declared on the register and passed on to the Bursar immediately, who will decide the appropriate course of action.
- (f) Suppliers of goods and services to the College must always be selected on the basis of best value for money, irrespective of any incentives offered. If there is a gift from a supplier as a result of an order, this must be treated in the same way as any other gift and recorded in the register.

(5) *Corporate hospitality*

- (a) Corporate hospitality may be offered to, or received from, third parties provided that the hospitality:
  - (i) is reasonable and proportionate;
  - (ii) has a legitimate purpose, such as maintaining the College's profile or establishing cordial business relations;
  - (iii) is not intended to influence a particular business decision by a third party or otherwise gain a commercial advantage;
  - (iv) is appropriately recorded in the College's register of gifts and hospitality; and

- (v) has a fair market value of less than £50.
  - (b) Any hospitality above this fair market value must be approved in advance by the Domestic Bursar or Bursar.
  - (c) Hospitality should not be offered to, or accepted from, domestic or foreign government officials or representatives, or domestic or foreign politicians or political parties, without the prior approval of the Bursar.
- (6) *Facilitation Payments*
- (a) The College does not make, and will not accept, facilitation payments or “kickbacks” of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official.
  - (b) If any worker has any suspicions, concerns or queries regarding a payment, they should raise these with the Bursar.
- (7) *Record-keeping*
- (a) All hospitality, gifts or donations accepted or offered must be recorded in the College’s register of gifts and hospitality which is kept in the Bursar’s Office by the HR Officer.
  - (b) All expenses claims relating to hospitality, gifts or expenses incurred to third parties must be submitted in accordance with the College’s expenses policy and specifically record the reason for the expenditure.
  - (c) All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept “off-book”.
- (8) *How to raise concerns*
- (a) Workers are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. Any concerns should be reported to a Head of Department, Domestic Bursar or Bursar.
  - (b) It is important that a Head of Department is informed as soon as possible if a worker is offered a bribe by a third party, is asked to make one, suspects that this may happen in the future, or believes they are a victim of another form of unlawful activity.
  - (c) Concerns may be raised anonymously and it is the College’s policy that any individual who reports a compliance concern or who refuses to take part in bribery or corruption will not be subject to any detrimental treatment as a result of doing so.
  - (d) The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for the College or under its control. All workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.



(9) *Failure to comply*

- (a) All workers must ensure that they read, understand and comply with this policy.
- (b) Any employee who breaches this policy will face disciplinary action, which may result in a sanction of summary dismissal for gross misconduct.

**26 Whistleblowing Policy**

- (1) The College is committed to conducting its business with honesty and integrity, and expects all staff to maintain high standards. However, all organisations face the risk of things going wrong from time to time, or of unknowingly harbouring illegal or unethical conduct. A culture of openness and accountability is essential in order to prevent such situations occurring or to address them when they do occur.

The aims of this policy are:

- (a) To encourage staff to report suspected wrongdoing as soon as possible, in the knowledge that their concerns will be taken seriously and investigated as appropriate, and that their confidentiality will be respected.
- (b) To provide staff with guidance as to how to raise those concerns.
- (c) To reassure staff that they should be able to raise genuine concerns without fear of reprisals, even if they turn out to be mistaken.

(2) *What is whistleblowing?*

Whistleblowing is the disclosure of information which relates to suspected wrongdoing or dangers at work. This may include:

- (a) criminal activity;
- (b) miscarriages of justice;
- (c) danger to health and safety;
- (d) damage to the environment;
- (e) failure to comply with any legal or professional obligation or regulatory requirements;
- (f) financial fraud or mismanagement;
- (g) negligence;
- (h) breach of internal policies and procedures;
- (i) conduct likely to damage the College's reputation;
- (j) unauthorised disclosure of confidential information;
- (k) the deliberate concealment of any of the above matters.

- (3) A whistleblower is a person who raises a genuine concern relating to any of the above. If an employee has genuine concerns related to suspected wrongdoing or danger affecting any of the College's activities (a whistleblowing concern) they should report it under this policy.

- (4) This policy should not be used for complaints relating to the employee's own personal circumstances, such as the way they have been treated at work. In those cases the Grievance Procedure, Anti-Harassment Policy or Bullying at Work Policy should be used as appropriate.
- (5) If an employee is uncertain whether something is within the scope of this policy advice should be sought from the Bursar.

*Raising a whistleblowing concern*

- (6) The College hopes that in many cases employees will be able to raise their concerns with their line manager or Head of Department either verbally or in writing. They may be able to agree a way of resolving the concern quickly and effectively. In some cases they may refer the matter to the Bursar.
- (7) However, where the matter is more serious, or the employee feels that their line manager or Head of Department has not addressed the concern, or they prefer not to raise it with them for any reason, one of the following should be contacted:
  - (a) The Bursar.
  - (b) The Master
- (8) The College will arrange a meeting with the employee as soon as possible to discuss the concern. The employee may bring a colleague or union representative to any meetings under this policy. The companion must respect the confidentiality of the disclosure and any subsequent investigation.
- (9) The College will take down a written summary of the concern and provide the employee with a copy after the meeting. The College will also aim to give the employee an indication of how it is proposed to deal with the matter.

*Confidentiality*

- (10) The College hopes that staff will feel able to voice whistleblowing concerns openly under this policy. However, if an employee wants to raise concerns confidentially, the College will make every effort to keep their identity secret. If it is necessary for anyone investigating the concern to know the employee's identity, this will be discussed with the employee.
- (11) The College does not encourage staff to make disclosures anonymously. Proper investigation may be more difficult or impossible if the College cannot obtain further information from you. It is also more difficult to establish whether any allegations are credible. Whistleblowers who are concerned about possible reprisals if their identity is revealed should come forward to the Bursar or the Master, and appropriate measures can then be taken to preserve confidentiality. If employees are in any doubt advice can be sought from Public Concern at Work, the independent whistleblowing charity, who offer a confidential helpline. The contact details are at the end of this policy.

*External disclosures*

- (12) The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases employees should not find it necessary to alert anyone externally.

- (13) The law recognises that in some circumstances it may be appropriate for employees to report concerns to an external body such as a regulator. It will very rarely if ever be appropriate to alert the media. The College strongly encourages employees to seek advice before reporting a concern to anyone external. The independent whistleblowing charity, Public Concern at Work, operates a confidential helpline. They also have a list of prescribed regulators for reporting certain types of concern. Their contact details are at the end of this policy.
- (14) Whistleblowing concerns usually relate to the conduct of internal staff, but they may sometimes relate to the actions of a third party, such as a student, supplier or service provider. In some circumstances the law will protect the employee if they raise the matter with the third party directly. However, the College encourages the employee to report such concerns internally first. They should contact their line manager or the Bursar for guidance.

#### *Investigation and outcome*

- (15) Once an employee has raised a concern, the College will carry out an initial assessment to determine the scope of any investigation. The College will inform the employee of the outcome of this assessment. The employee may be required to attend additional meetings in order to provide further information.
- (16) In some cases the College may appoint an investigator or team of investigators including staff with relevant experience of investigations or specialist knowledge of the subject matter. The investigator(s) may make recommendations for change to enable the College to minimise the risk of future wrongdoing.
- (17) The College will aim to keep the employee informed of the progress of the investigation and its likely timescale. However, sometimes the need for confidentiality may prevent the College giving specific details of the investigation or any disciplinary action taken as a result. Employees should treat any information about the investigation as confidential.
- (18) If the College concludes that a whistleblower has made false allegations maliciously, in bad faith or with a view to personal gain, the whistleblower will be subject to disciplinary action.

#### *If the employee is not satisfied*

- (19) While the College cannot always guarantee the outcome an employee is seeking, it will try to deal with the concern fairly and in an appropriate way. By using this policy, employees can help to achieve this.
- (20) If an employee is not happy with the way in which their concern has been handled, they can raise it with the Master. Alternatively, they may contact the chairman of the College Committee (if different from the Master) or our external auditors. Contact details are set out at the end of this policy.

#### *Protection and support for whistleblowers*

- (21) It is understandable that whistleblowers are sometimes worried about possible repercussions. The College aims to encourage openness and will support staff who raise genuine concerns under this policy, even if they turn out to be mistaken.
- (23) Staff must not suffer any detrimental treatment as a result of raising a concern. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If an employee believes that they have suffered any such

treatment, they should inform the Bursar immediately. If the matter is not remedied, they should raise it formally using the Grievance Procedure.

- (24) Staff must not threaten or retaliate against whistleblowers in any way. Anyone involved in such conduct will be subject to disciplinary action.

*Responsibility for the success of this policy*

- (25) The College Committee has overall responsibility for this policy, and for reviewing the effectiveness of actions taken in response to concerns raised under this policy.
- (26) The Bursar has day-to-day operational responsibility for this policy, and must ensure that all managers and other staff who may deal with concerns or investigations under this policy receive regular and appropriate training.
- (27) The Bursar, in conjunction with the College Committee, should review this policy from a legal and operational perspective at least once a year.
- (28) All staff are responsible for the success of this policy and should ensure that they use it to disclose any suspected danger or wrongdoing. Staff are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to the Bursar.

## **Contacts**

<b>Bursar (Whistleblowing Officer)</b>	01223 332067 <a href="mailto:bursar@fitz.cam.ac.uk">bursar@fitz.cam.ac.uk</a>
<b>Master (Alternative Contact)</b>	01223 332029 <a href="mailto:master@fitz.cam.ac.uk">master@fitz.cam.ac.uk</a>
<b>The College's external auditors</b>	Ms Kelly Bretherick Peters Elworthy & Moore 01223 728222 <a href="mailto:pem@pem.co.uk">pem@pem.co.uk</a>
<b>Public Concern at Work (Independent whistleblowing charity)</b>	Helpline: (020) 7404 6609 E-mail: <a href="mailto:whistle@pcaw.co.uk">whistle@pcaw.co.uk</a> Website: <a href="http://www.pcaw.co.uk">www.pcaw.co.uk</a>

## 27      **Appendix 1**

The following sections of the Staff Handbook are also applicable to casual and agency workers:

Section 12 Anti-Harassment  
Section 13 Bullying at Work  
Section 14 Equal Opportunities  
Section 15 Equipment, Systems, E-Mail and Internet Policy  
Section 16 Immigration Policy  
Section 26 Whistleblowing Policy

### **College rules and regulations, policies and procedures**

All staff and workers must observe and conform to the College rules and regulations, policies and procedures as amended from time to time. These are available on the College website and on myFitz, as well as from Heads of Department. Workers should familiarise themselves with these regularly, in particular the following (which is not an exhaustive list):

*On the College website* (<https://www.fitz.cam.ac.uk/about/official-information>):

Health and Safety Policy  
Smoking policy  
Data Protection Policy  
CCTV Policy  
Policy concerning personal relationships between staff and students  
Social Media Policy

*On myFitz* (<https://my.fitz.cam.ac.uk/index.php/Links/Docs>):

General Rules for Data Processing and Management