



HARLAXTON COLLEGE

EMPLOYEE HANDBOOK

PART TWO

AUGUST 2014

VERSION 1.5

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An Overview of the Employee Handbook

Introduction

Welcome to your Employee Handbook, Part Two.

The purpose of the Employee Handbook is to provide employees with basic information about the College, and whilst **Part One** contains important information about their terms and conditions of employment, **Part Two** contains key College policies and procedures. Whilst these do not necessarily form part of your contract of employment, you may find it useful and, on occasion, wish to refer to it.

Together the various parts of this handbook draw together information on College policies and procedures about several key aspects of your employment, and covers many of the more general topics about which employees sometimes ask questions. It also illustrates our intention to treat all employees fairly and consistently, and follow the law as regards to employment and health and safety practices.

This handbook has been drafted using best practice guidelines (e.g. ACAS Codes of Practice) where appropriate but, in all situations, the College will act in accordance with current legislation and regulations on employment, equality, health and safety, information processing and data protection as they apply to the United Kingdom.

From time to time this handbook may be amended and updated to reflect the needs of the College and any legal developments.

A copy of all parts of the current handbook is located in the Business Office and the Library. It is important that you continue to familiarise yourself with the handbook on a regular basis and refer to it during your employment with us.

Ian Welsh

Vice Principal for Business and Technology

Notes:

For the purposes of this handbook, Harlaxton College is also given to include the activities of Harlaxton Manor Enterprises Ltd.

Harlaxton College is referred to as the "College" throughout this Handbook.

PART TWO - POLICIES AND PROCEDURES

A: PROFESSIONAL CONDUCT

1. CONDUCT AND BEHAVIOUR

1.1 Appearance

You are expected to maintain an appropriate standard of dress, appearance and hygiene to ensure that our professional image and reputation are maintained.

You are required to be neat, clean, well-groomed and presentable whilst at work, whether working on the College's premises or elsewhere on College business.

If you are issued with work wear or equipment you:

- Must ensure that you use it whenever necessary, or as required, and in accordance with the College's Health and Safety Policy; and
- Must tell the College as soon as it needs replacing whether due to damage, defect or for any other reasons.

If your job brings you into contact with machinery or you work with food, for health, safety and hygiene reasons your hair must be kept short or tied back at all times and you must not wear jewellery other than a wedding ring. If you work with food you must also comply with any Food Hygiene regulations as directed by the Catering Manager.

A polite, courteous and professional demeanour must be maintained at all times, especially in the presence of students, faculty, customers and suppliers, and towards colleagues.

We accept that members of certain ethnic or religious groups are subject to strict religious or cultural requirements in terms of their clothing and appearance. Subject to necessary health, safety and hygiene requirements and maintaining appropriate business dress, we will not insist on dress rules which run counter to the religious or cultural norms. If you are uncertain as to whether an item of clothing is acceptable, please refer to your Manager.

If you fail to comply with these rules you will be subject to disciplinary action. In addition, depending on the circumstances of the case, you may be required to go home and change your clothing. If this happens, you have no right to be paid for the duration of your absence from work.

1.2 No Smoking Policy

A statutory ban is in place which prohibits smoking in public places throughout the UK.

The law requires us to ban smoking in "enclosed" or "substantially enclosed" workplaces (i.e. workplace areas with a ceiling or roof that – except for doors, windows and passageways – are wholly enclosed or are enclosed but for an opening that is less than half of the workplace perimeter).

It is our Policy that all our workplaces (including College vehicles – see below) are smoke-free and that you have a right to work in a smoke-free environment. We are committed to protecting the health and safety

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of all employees. Smoking is, therefore, not permitted at any time in any part of the College's campus (buildings or grounds) that has not been expressly designated as a smoking area.

This No Smoking Policy applies to all employees, contractors, students, faculty, customers and other visitors to the College's premises.

Appropriate 'No Smoking' signs are clearly displayed at the entrances to and within the premises.

We are under no obligation to provide a designated outdoor smoking area and we do so at our discretion.

This Policy also applies to work vehicles and therefore no smoking is allowed in College-owned vehicles. It is your responsibility whilst driving College vehicles to ensure that your passengers also refrain from smoking.

Smoking inside your own vehicle is allowed but cigarettes must be extinguished prior to leaving your vehicle and cigarette stubs are not to be dropped in the car park.

If you wish to smoke, you must do this in your own time either outside your normal hours of work or during your lunch or tea breaks. You are not permitted to take additional smoking breaks during the day.

Never smoke in 'No Smoking' areas and where smoking is permitted outside ensure that smoking materials are properly extinguished and disposed of.

Support for smokers who want to stop smoking is available and can be obtained from the following sources, or from your local GP's surgery:

- (a) Local NHS Stop Smoking Services – smokers are four times more likely to give up smoking with the support of their local NHS Stop Smoking Service and nicotine gum and patches. Call the NHS Smoking Helpline on 0800 169 0 169 to find a local service or text 'give up' and give full home post code to 88088.
- (b) The NHS Smoking Helpline –if you are a smoker, you can speak to a Specialist Adviser or request resources by calling 0800 169 0 169 – lines are open daily from 07.00 to 23.00.
- (c) Together – a support programme which is free to join and designed to help stop smoking, using both medical research as well as insights from ex-smokers. For more information call the NHS Smoking Helpline on 0800 169 0 169 or visit: www.givingupsmoking.co.uk.

You are required to adhere to the No Smoking Policy at all times. Anyone who wishes to report an incident of smoking in the workplace should therefore speak to their Manager.

If you have any queries, disputes or require further information regarding this policy or other health and safety issues please refer to your Manager, either informally or, if deemed necessary, formally through the College's grievance procedure.

Any breach of this Policy will result in disciplinary action. Where smoking in breach of the ban creates a clear health and safety hazard, such behaviour constitutes potential gross misconduct and could render you liable to summary dismissal.

If you do not comply with the smoking ban you are also liable to a fixed penalty fine and possible criminal prosecution, and you expose the College to similar action.

1.3 Alcohol and Drugs Policy

1.3.1 Introduction

Alcohol or drug misuse or abuse can be a serious problem within the workplace. Therefore, whilst it is recognised that employers have no right to prescribe what employees do in their own time, the effect of alcohol and drugs on the workplace is a matter that does need to be addressed.

In addition to reductions in organisational efficiency, employees who drink excessively or take unlawful drugs are more likely to be absent from work, have work-related accidents and endanger their colleagues. The College has a duty to protect the health, safety and welfare of all our employees; however, we also recognise that, for a number of reasons, employees could develop alcohol or drug-related problems.

As with any other health and safety matter, the College's approach is to try to prevent the problem arising, however, if, despite the College's attempts at prevention, alcohol or drug problems do occur, it is important that the College has procedures in place to deal with the problem. Thus, these provisions aim to promote a responsible attitude to drink and drugs, and to offer assistance to those who may need it.

1.3.2 Scope

This policy regulates the effects of alcohol and drugs in the workplace and accordingly is restricted to employees of the College. Academic visitors and staff seconded from other organisations who work alongside College staff are expected to adhere to the policy guidelines even though not covered by procedural details.

Employees who live on campus have the same freedoms in their leisure time as any other employee and accordingly this policy does not apply any special responsibilities or sanctions to employees who are residents of College accommodation. Therefore, this policy, as it pertains to alcohol (see section 1.3.3.1), does not apply to resident employees within their residential space.

Students, external event participants and members of the public using College facilities are not within the scope of this policy.

In relation to drugs, this policy applies to those drugs that are unlawful under the criminal law and not to prescribed medication. You must inform your Manager regarding any prescribed medication that may have an effect on your ability to carry out your work safely and you must follow any instructions subsequently given.

1.3.3 Alcohol and Drugs in the Workplace

1.3.3.1 Alcohol

One response to the potential difficulties of alcohol and the workplace is to impose a complete ban on alcohol at work or during meal-breaks and this approach has been adopted by an increasing number of public and private sector organisations. Whilst it is not proposed to introduce such restrictions at the College, and accordingly this policy concentrates on the acceptable use of alcohol, the option not to drink alcohol at work or during meal-breaks is one that the College would strongly encourage.

Nothing in this policy should be taken to imply that in any workplace situation the consumption of alcohol is encouraged or recommended and non-alcoholic alternatives will always be made available at College events. Nor, however, should it be thought that this policy prohibits the occasional celebration to mark a particular distinction gained by a colleague, or a special event in the life of a department, or to mark the

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retirement of a colleague and, at such an event, employees should be able to toast the event with a non-alcoholic or alcoholic drink.

Because alcohol can impair judgement, it can affect conduct. All employees are expected to perform at a reasonable level and to act reasonably. If, as a result of excessive or inappropriate alcohol consumption, they cannot discharge their responsibilities there is an alcohol-related problem.

The definition of what constitutes a sensible level of drinking will depend on the work being undertaken, individual metabolic rates, personal physique, general health, age, sex, etc. However, it is expected that employees will err on the side of caution in ensuring that alcohol does not affect their performance and, where applicable, operate within limits that are prescribed by legislation such as drink-driving rules.

Generally, however, given the demands on College employees, an alcohol level while at work above the limit for legal driving will probably start to affect the individual's ability to do their job at their usual level of effectiveness and, therefore, the College recommends that the maximum level of alcohol in the person's blood while at work should be no more than the limit for legal driving.

You must not bring onto, store or consume alcohol on College premises at any time, except where alcohol is consumed at a specifically-approved College function or event. In addition, you must never drink alcohol if you are required to drive private or College vehicles on College business.

Non-resident College employees and casual workers under the age of 18 years are not permitted to be in the Bistro when alcohol is being served.

Non-resident College employees and casual workers are not permitted to bring any outside guests to any student event held in the Bistro.

If you represent the College at business or customer functions or conferences or attend College-organised social events outside normal working hours you are expected to be sensible if drinking alcohol and to take specific action to ensure you are well within the legal limits if you are driving.

1.3.3.2 Drugs

Drugs must not be brought onto, stored or consumed on College premises at any time. You must not attempt to sell or give drugs to any other employee or other person on our premises.

Working whilst under the influence of drugs is forbidden. If you are found under the influence of drugs whilst at work, there could be serious health and safety consequences.

You must never take drugs if you are required to drive private or College vehicles on College business.

If you represent the College at business or customer functions or conferences or attend College-organised social events outside normal working hours you are expressly prohibited from taking drugs on these occasions.

1.3.4 Conduct and Capability Issues Associated with Alcohol and Drugs

Staff whose performance is affected by their consumption of alcohol or drugs may be subject to the usual College procedures for dealing with problems with conduct and/or capability, including disciplinary action which, depending on the seriousness of the offence, may amount to potential gross misconduct and could result in your summary dismissal.

Should it be necessary, the College also reserves the right to arrange for you to be escorted from College premises immediately and sent home for the rest of the day or shift. If this happens, you have no right to be paid for the duration of your absence from work.

1.3.5 Advice and Counselling

While the recognised disciplinary procedures are appropriate to deal with the irresponsible and deliberate misuse of alcohol or drugs, the College accepts that in some cases an employee may have a health problem as a result of dependence on alcohol or drugs. If the staff member and the College accept that the alcohol or drug-related problems may be resolved through appropriate specialist advice or counselling, the following procedures will be followed.

It is our intention to deal constructively and sympathetically with an employee's alcohol or drug-related problems, such as alcohol or drug dependency. When it is known that an employee has an alcohol or drug problem, their Manager will be able to provide advice and guidance on how to seek suitable treatment, including referral for advice, counselling and medical treatment. The primary objective of any discussions will be to assist the employee with the problem in as compassionate and constructive a way as possible. Any discussions of the nature of an employee's alcohol or drugs problems and the record of any treatment will be kept confidential unless the employee agrees otherwise. Absence for treatment or rehabilitation will be treated as any other sickness absence.

If you have an alcohol or drug problem, you should always seek appropriate help. If you have an alcohol or drug problem which affects your attendance, conduct or performance at work and you refuse the opportunity to receive help, the matter will be referred for disciplinary action. Likewise, if after accepting counselling and assistance, and following review and evaluation, your attendance, conduct or work performance reverts to the problem level, this may also result in disciplinary action being taken.

1.4 Gambling

Participation in any form of major gambling through the use of the College's time, equipment and other resources for gambling-related activities is prohibited. For example, placing bets with external book-making operations, using College equipment (e.g. phone, facsimile machines, computers, etc.) or other resources for gambling purposes, or engaging in any kind of gambling activity during your working time are strictly prohibited.

Serving as an intermediary between College employees and any external bookmaking or other betting group, or otherwise soliciting employees to place bets with outside persons is also strictly prohibited.

We understand that you may participate in minor forms of betting outside your working hours. However, we consider these activities of a personal nature to you.

1.5 Buying or Selling of Goods

You are reminded that you are paid to work whilst in our employment, and are not allowed to buy or sell goods on your behalf or on anyone else's behalf during working hours or on our premises.

1.6 Gifts

You must not accept gifts, money, loans or other favours from suppliers or potential suppliers, except for promotional items of modest value (maximum value £20) or modest entertainment within the limits of responsible and generally accepted business practices.

Any gratuities received as a result of College activities (e.g. weddings) should be reported to your Manager or the Business Office.

1.7 Personal Relationships at Work

1.7.1 Introduction

This policy applies to all employees of the College. It provides guidance in areas where personal relationships overlap with working relationships and is intended to ensure that individual employees do not act with impropriety, bias, abuse of authority or conflict of interest and do not lay themselves open to allegations of such conduct.

The College values and relies upon the professional integrity of relationships between members of staff and students. In order that the College operates, and is perceived to operate, in a professional and proper manner it is necessary to recognise, and take account of, personal relationships which overlap with professional relationships.

1.7.2 Relationships Between Employees

The College recognises that employees who work together may form personal friendships and, in some cases, close personal relationships. As a general rule, we do not wish to interfere with these personal friendships and relationships. However, we must also ensure that employees behave in an appropriate, professional and responsible manner at work and that they continue to fulfil their job duties both diligently and effectively. These rules are therefore aimed at striking a balance between your right to a private life and our right to protect College interests.

In this context, a personal relationship is defined as a family relationship; a business, commercial or financial relationship; or a sexual or romantic relationship.

The following rules apply to employees embarking on close personal relationships at work, whether the relationship is with a fellow employee, client, customer, supplier, agency worker or contractor and they apply to all employees at all levels of the College:

- (a) You must not allow your personal relationship to influence your conduct at work. Intimate behaviour during working time is prohibited. This includes, but is not limited to, holding hands, other close physical contact, discussions of a sexual nature or kissing.
- (b) If you embark on a personal relationship with another employee who also works in your department, you should declare this to your Manager as soon as reasonably practicable.
- (c) Where the personal relationship is between a Manager and an employee whom he or she supervises, there is the risk of the employee being afforded more favourable treatment than other employees, or less favourable treatment if the relationship subsequently breaks down. In order to avoid a situation where you have managerial authority over a more junior employee with whom you are having a personal relationship, the College reserves the right to elect to transfer one or both of you to a job in another department, either on a temporary basis or permanently. We will first consult with both of you to try and reach an amicable agreement on transfer. Alternatively, we reserve the right to alter the reporting structure, either on a temporary basis or permanently, so that you no longer have managerial authority over the more junior employee.

- (d) If you embark on a personal relationship with a client, customer, supplier or contractor and your job allows you authority over the other party you must declare the relationship to your Manager as soon as reasonably practicable. In these circumstances, the College reserves the right to elect to transfer you to a job in another department where you will not be able to exert undue influence over the other party, either on a temporary basis or permanently. We will consult with you to try and reach an amicable agreement on transfer. Alternatively, we reserve the right to alter working arrangements, either on a temporary basis or permanently, so that you no longer have any authority over the other party.
- (e) If a personal relationship (or the breakdown of a personal relationship) at work starts to affect your performance or conduct, your Manager will speak to you with a view to your previous level of performance or conduct being restored. However, if your performance or conduct fail to improve or they revert to a problem level, the matter will be referred for disciplinary action.
- (f) If you are having or have had a personal relationship at work and you are found to have afforded either more or less favourable treatment to the other employee because of this relationship, or you have exercised undue influence over a client, customer, supplier or contractor, this is a serious disciplinary offence and will lead to disciplinary action up to and including dismissal.

1.7.3 Relationships Between Employees and Students

The College recognises that the professional relationship between a student and an employee, whether they are a faculty or staff member, is vital to a student's educational development and affirms that the professional relationship is based on trust. Although students join the College as adults, any employee/student professional relationship embodies an imbalance of power. It is therefore important that you do not abuse this position, either intentionally or unintentionally.

Students are entitled to equality of treatment and it is important that a personal relationship between an employee and a student does not prejudice that equality of treatment.

In this context a professional relationship is defined as one where there is an assessing, supervising, tutoring, teaching or pastoral role or a role providing administrative, technical or general support; and a personal relationship is defined as a family relationship, a business, commercial or financial relationship, or a sexual or romantic relationship.

You should not enter into a sexual or romantic relationship with a student for whom you have a responsibility for assessing, supervising, tutoring, teaching or pastoral care, or for whom you are required to provide administrative, technical or general support. Neither should you enter into a business, commercial or financial relationship with a student which could compromise, or could be perceived to compromise, the objectivity and professional standing of your relationship with them.

If you are having, or have had, a personal relationship with a student, or you have exercised undue influence over a student, this is a serious disciplinary offence and will lead to disciplinary action up to and including dismissal.

You may seek guidance on the implementation of this policy, on a confidential basis, from the Vice Principal for Business and Technology. In addition, students may seek guidance on the implementation of this policy on a confidential basis from the Student Development Office.

1.7.4 Relationships with Children and Young People

Child and young people visit and may stay in the Manor. The College recognises its legal duties of care under the Children Act (2004) to ensure that Children, Young People and Vulnerable adults are kept safe from harm.

The College policy on Safeguarding sets out its commitment to do all it can to look after the welfare of Children, Young People and Vulnerable Adults. It also sets out its commitment to ensuring that staff have the necessary information to work in a safe manner and protect themselves. All staff are required to work within this policy.

2. EQUAL OPPORTUNITIES POLICY

2.1 Equal Opportunities - Statement

It is our policy to provide equal opportunities in employment irrespective of race, colour, nationality, ethnic or national origin, gender, mental or physical disabilities, age, marital or civil partnership status, actual or perceived sexual orientation, gender re-assignment, religion or belief.

This Policy applies to all employees and to all applicants for employment.

We are committed to the promotion of equal opportunities and to ensure that the talent and skills of all employees are maximised.

Our policy is to treat all employees with respect and dignity, and to ensure that employees are not victimised or subjected to harassment or discrimination on the grounds outlined above.

We seek to fulfil this commitment to equal opportunities through the application of Policies and Procedures, which are consistent and equitable, and recognise the expertise and ability of each individual.

All allegations of discrimination will be thoroughly and promptly investigated. Where allegations are substantiated, appropriate disciplinary action up to and including dismissal will be taken against any person responsible.

We are committed to equal pay in employment. We believe male and female employees should receive equal pay for like work, work rated as equivalent or work of equal value. In order to achieve this, we will endeavour to maintain a pay system that is transparent, free from bias and based on objective criteria.

We will make reasonable adjustments to our standard working practices to overcome barriers caused by disability.

2.2 Recruitment

All vacant posts within the College will be advertised internally, whether or not they are also advertised externally.

All Terms and Conditions of Employment and related benefits shall be non-discriminatory, except in cases where there is a legal requirement that the job holder is of a specified gender or where health and safety regulations apply.

All applicants for employment and all employees applying for alternative positions or promotion within the College shall be assessed according to their skills, experience and ability to do the job.

When vacancies are advertised, both internally and externally, we will continue to ensure that such advertising, both in placement and content, is compatible with the terms of this Policy. To this end, "word of mouth" advertising, personal contacts and family relationships will be discouraged as the only means of recruiting new staff or promoting existing staff.

Advertisements will encourage applications from all suitably qualified and experienced people. When advertising job vacancies, in order to attract applications from all sections of the community, we will, as far as reasonably practicable:

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- (a) Ensure advertisements are not confined to those publications which would exclude or disproportionately reduce the numbers of applicants of a particular gender, sexual orientation, age, religion or racial group.
- (b) Avoid prescribing any unnecessary requirements which would exclude a higher proportion of a particular gender, sexual orientation, age, religion or racial group, or which would exclude disabled job applicants.
- (c) Avoid prescribing any requirements as to marital or civil partnership status.

Where vacancies may be filled by promotion or transfer, they will be published to all eligible employees in such a way that they do not restrict applications from employees of any particular gender, sexual orientation, age, religious or racial group, or from employees with a disability.

Internal applicants for vacancies should expect a full review of their work history, including their work performance, salary history and other information in their personnel file.

With disabled job applicants, we will have regard to our duty to make reasonable adjustments to work provisions, criteria or practices, or to work premises in order to ensure that the disabled person is not placed at a substantial disadvantage in comparison with persons who are not disabled.

2.3 Employment of Family Members

The employment of members of an employee's immediate family is subject to the provisions set out below:

Family members (defined as parents, children, spouse, civil partner, siblings, grandparents and those same relationships engendered by in-laws, adoptions, civil partnerships, guardianships and stepfamilies) may be employees of the College as long as their employment does not create an inappropriate work relationship. This applies whether the relationship exists at the time of employment or subsequent to employment.

An inappropriate work relationship results when family members are employed:

- In the same workgroup.
- In direct or indirect Supervisor/subordinate relationship.
- Where there is a strong possibility of interaction of job duties.
- In a Department where control/audit over the work of that Department is the responsibility of an immediate family member working in another Department.

Where possible, all employment decisions, job assignments, transfers and promotions are to be consistent with this Policy. Where exceptions are made, and then only with the prior permission of the Principal, careful consideration must be given to reporting relationships and other aspects of the role to ensure that all employees are treated fairly.

2.4 Employment Verification

We will provide information to prospective external Employers and others regarding any dates of employment and positions held. We will also verify the accuracy of salary information released by the employee.

Employees or former employees should refer those seeking employment verification or references to their Manager.

2.5 Training and Development

Equal consideration will be given to all employees for training opportunities, both to perform their job and to develop personally.

You will be appraised against relevant, objective criteria to measure performance and training needs.

Promotion prospects will be governed by individual merit, ability, achievement and development potential.

It is a condition of your employment that you may be required to attend appropriate induction/training/educational courses.

We will train, develop and promote on the basis of merit and ability only.

An annual review of your performance will be made by your Manager in accordance with the College's appraisal processes. Any training needs or other training issues arising in or from the appraisal shall be recorded and a suitable training plan developed.

During the year, your performance against objectives may be monitored through other short reviews. These reviews will also be documented.

Increases in your remuneration package are not automatic and will depend on the College's business situation and industry outlook, as well as on your individual performance. It must also be recognised that should your overall remuneration package be increased, this may be through enhanced benefits rather than or as well as an increase in salary.

We will train all Managers in the College's Policy on Equal Opportunities and help them identify discriminatory acts, practices or acts of harassment or bullying. Managers will be responsible for ensuring they actively promote equal opportunities within the Departments for which they are responsible.

We may also provide training to all employees to help them understand their rights and responsibilities in relation to dignity at work and what they can do to create a work environment that is free from bullying and harassment.

2.6 Post-employment Discrimination

We will not discriminate against any former employee on the basis of their race, colour, nationality, ethnic or national origin, gender, mental or physical disabilities, age, marital or civil partnership status, actual or perceived sexual orientation, gender re-assignment, religion or belief; for example, when providing references for future employment, or in conducting the Appeals Procedure for any former employee.

2.7 Monitoring

We will, from time to time, review the Equal Opportunities Policy and progress in achieving its objectives. Where barriers to equal opportunities are identified, any necessary changes will be made to this Policy.

2.8 Discrimination Grievances

If you believe that you have been subjected to direct or indirect discrimination, you should invoke the College's Grievance Procedure as set out in this Handbook.

In view of the sensitivity of this subject, you may, if preferred, approach the Principal or a Cabinet Member directly rather than your immediate Manager. In either case, we will treat the matter as strictly confidential.

3. HARASSMENT AND BULLYING (DIGNITY AT WORK) POLICY

3.1 Harassment and Bullying (Dignity at Work) – Statement

It is our policy to maintain a non-discriminatory working environment that is free from harassment or bullying of any kind including, but not limited to, harassment or bullying based on race, colour, nationality, ethnic or national origin, sex, mental or physical disabilities, age, marital or civil partnership status, actual or perceived sexual orientation, gender re-assignment, religion or belief.

The harassment and bullying of employees by any person (including outside third parties who do business with us, such as students, faculty, customers, contractors and suppliers) is strictly prohibited. Such behaviour is a violation of employment and discrimination laws, and may also contravene criminal and/or civil law in some circumstances.

It is the responsibility of all employees to eliminate any harassment, bullying or intimidation of which they are aware.

All allegations of harassment or bullying will be thoroughly and promptly investigated. Where allegations are substantiated, appropriate disciplinary action up to and including dismissal will be taken against any person responsible. We will also take appropriate action against any third parties who are found to have committed an act of harassment against our employees.

3.2 Harassment and Bullying

Harassment and bullying take many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form they take, harassment or bullying are always serious and are totally unacceptable.

We recognise that harassment and bullying can exist in the workplace as well as outside and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

Harassment and bullying include any unwanted, unreasonable and/or offensive conduct on either the ground of an individual's race, colour, nationality, ethnic or national origin, sex, mental or physical disabilities, age, marital or civil partnership status, actual or perceived sexual orientation, gender re-assignment, religion or belief, which have the purpose or effect of violating a person's dignity at work, or creating an intimidating, hostile, degrading, humiliating or offensive work environment for that person. This includes unwanted conduct of a sexual nature. Harassment or bullying may be physical, verbal or non-verbal conduct. Examples include:

- (a) Unwanted sexual attention, requests for sexual favours, or physical contact (e.g. touching).
- (b) Lewd, suggestive or over-familiar behaviour.
- (c) Insults, derogatory comments, ridicule or 'jokes' of a sexual or racist nature.
- (d) Display or circulation of sexually suggestive or racially sensitive material.
- (e) Displaying abusive or offensive writing or material.
- (f) Abusive, threatening or insulting words, behaviour, language or mockery, including abusive comments about appearance.
- (g) Unfair allocation of work.
- (h) Deliberate exclusion from workplace conversations.

- (i) Any other conduct based on an individual's race, colour, nationality, ethnic or national origin, sex, mental or physical disabilities, age, marital or civil partnership status, actual or perceived sexual orientation, gender re-assignment, religion or belief, which may be intimidating or abusive to another person.

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

In the case of harassment related to gender, you do not need to be the subject of the unwanted conduct for harassment to have occurred. For example, the conduct could be directed at nobody in particular or at someone other than yourself, including someone of the opposite sex.

Conduct may be harassment whether or not the person intended to offend. Behaviour which a reasonable person would realise would be likely to offend you will always constitute harassment without the need for you having to make it clear that such behaviour is unacceptable, for example, touching someone in a sexual way. With other forms of behaviour, it may not always be clear in advance that it will offend a particular employee, for example, office banter and jokes. In these cases, the behaviour will constitute harassment if the conduct continues after the employee has made it clear, by words or conduct, that such behaviour is unacceptable to him or her. A single incident can amount to harassment if it is sufficiently serious.

3.3 Complaining About Harassment or Bullying

3.3.1 Informal Complaint

We recognise that complaints of harassment and bullying (particularly of sexual harassment) can sometimes be of a sensitive or intimate nature, and that it may not be appropriate for you to raise the issue through the normal Grievance Procedure. In these circumstances, you are encouraged to raise such issues with a senior person of your choice (whether or not that person has a direct supervisory responsibility for you) as a Confidential Assistant. This person cannot be a Cabinet Member as they may be responsible for investigating the matter if it becomes a formal complaint.

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

3.3.2 Formal Complaint

If you believe you have been subjected to harassment or bullying (whether by a fellow employee or third party), you should invoke the Grievance Procedure as set out in this Handbook.

In view of the sensitivity of this subject, you may, if preferred, approach the Principal or a Cabinet Member directly rather than your immediate Manager. In either case, we will treat the matter as strictly confidential. However, in order to effectively investigate an allegation, we must be able to determine the scope of the investigation and the individuals who should be informed or interviewed about the allegation. For example, your identity and nature of the allegations must be revealed to the alleged harasser so that he or she is able to respond fairly to the allegations.

If possible, you should keep notes of the harassment so that the written complaint can include:

- (a) Name of the alleged harasser.

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- (b) Nature of the alleged harassment.
- (c) Dates and times when the alleged harassment(s) occurred.
- (d) Name(s) of any witnesses.
- (e) Any action already taken by you to stop the alleged harassment.

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

The person dealing with the complaint will carry out a thorough investigation in accordance with the Disciplinary Procedure. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter. Your complaint will also be dealt with in accordance with the Grievance Procedure.

When the investigation has been concluded a draft report of the findings and of the investigator's proposed decision will be sent, in writing, to you and to the alleged harasser.

If you, or the alleged harasser, are dissatisfied with the draft report or with the proposed decision, this should be raised with the investigator within five working days of receiving the draft. Any points of concern will be considered by the investigator before a final report is sent, in writing, to you and to the alleged harasser. If you are still dissatisfied you may appeal in accordance with the Grievance Procedure.

3.3.3 General Comments

If the report concludes that the allegation is well-founded, the harasser will be subject to disciplinary action in accordance with the Disciplinary Procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal against the disciplinary action by following the Disciplinary Appeal Procedure.

If you bring a complaint of harassment, you will not be victimised for having brought the complaint. However, if the report concludes that the complaint is both untrue and has been brought with malicious intent disciplinary action will be taken against you. Insofar as possible, we will also take appropriate action against a third party harasser.

4. WHISTLE BLOWING POLICY

4.1 Introduction

Open reporting is to be encouraged, and it is a cornerstone of this Policy that employees should be comfortable in bringing any concerns forward in the secure knowledge that they will be taken seriously - and there will be no adverse repercussions where they have acted in good faith.

It is important to the College that any fraud, misconduct or wrongdoing by workers is reported and dealt with properly. It is the responsibility of all employees to raise any concerns they might have about malpractice within the workplace. We therefore encourage all employees to raise any concerns they may have about the conduct of others in the College or the way in which the College is run. This Policy sets out the way in which employees may raise their concerns and how we will deal with those concerns.

Alternatively, you may wish to bring a complaint using the normal Grievance Procedure set out in this Handbook.

4.2 What is Whistle Blowing?

A Whistle Blower is someone who discloses information to their Employer or to the relevant authorities which relates to some danger, fraud or other illegal or unethical conduct in the workplace.

The law recognises that Whistle Blowing occurs and protects employees who are Whistle Blowers from suffering detrimental treatment or from being unfairly dismissed as a result. To be protected by legislation a Whistle Blower must fall within the stringent legal rules. Anyone who does not act in good faith will not be protected.

4.3 College Policy

We seek to conduct our business honestly and with integrity at all times. It is our policy as an Employer to ensure that at every level of management our business is conducted in such a way as to comply with all legal requirements that govern our activities. However, we acknowledge that all businesses face the risk of their activities going wrong from time to time, or of unknowingly harbouring malpractice.

We believe we have a duty to take appropriate measures to identify such situations and to attempt to remedy them. By encouraging a culture of openness and accountability, we believe we can help prevent such situations occurring. There is no reason for any employee to believe that he or she will suffer any disadvantage or other detriment for speaking up if they believe something is wrong.

4.4 Qualifying Disclosures

The Public Interest Disclosure Act 1998 protects Whistle Blowers from suffering any disadvantage or other detriment in employment and makes dismissal for having made certain disclosures automatically unfair. There is no qualifying period of employment for this protection.

Employees who raise legitimate concerns about specified matters are protected under the Act. Specified matters are called “qualifying disclosures”. A qualifying disclosure is one made in good faith by an employee who has a reasonable belief that:

- (a) A criminal offence has been committed, is being committed, or is likely to be committed.
- (b) A person has failed, is failing, or is likely to fail to comply with a legal obligation.
- (c) A miscarriage of justice has occurred, is occurring, or is likely to occur.
- (d) The health and safety of any individual has been, is being or is likely to be endangered.
- (e) The environment has been, is being or is likely to be damaged.
- (f) Information tending to show any matter falling within any one of the above categories has been, is being, or is likely to be deliberately concealed.

It is not necessary for you to have proof that such an act is being, has been or is likely to be committed – a reasonable belief is sufficient, even if that belief later turns out to be wrong. You have no responsibility for investigating the matter. It is our responsibility to ensure an appropriate investigation takes place.

If you have a complaint relating to your personal circumstances in the workplace, then you should use the normal Grievance Procedure set out in this Handbook.

4.5 Protected Disclosures

In order to qualify for protection, there are specified methods of disclosure, or procedures, which you must have followed in order to disclose one of the above matters. We encourage employees to raise their concerns under the procedure outlined in this Policy in the first instance. The aim of this Policy is to

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provide an internal mechanism for reporting, investigating and remedying any workplace wrongdoing. It is, therefore, desirable that you will not find it necessary to alert external organisations.

A qualifying disclosure is protected if it is made to the College under the terms of this Policy or to another person, other than the College, whom you reasonably believe to be solely or mainly responsible for the relevant failure. You must act in good faith at all times.

4.6 Disclosure Procedure

This Procedure applies to all employees. In addition, agency workers and contractors who perform functions in relation to the College are encouraged to use it.

In the event of you wishing to make a qualifying disclosure, you should follow the steps below:

- (a) In the first instance, report the situation to your Manager. If you do not wish to speak to your Manager, you can instead speak to the Principal or a Cabinet Member. Such disclosures should be made promptly so that an investigation may proceed and any action taken expeditiously.
- (b) All qualifying disclosures will be treated seriously. The disclosure will be promptly and fairly investigated and, as part of the investigatory process, you will be interviewed and asked to provide a written witness statement setting out the nature and details of the disclosure and the basis for it. Confidentiality will be maintained during the investigatory process to the extent that this is practical and appropriate in the circumstances. However, in order to effectively investigate a disclosure, we must be able to determine the scope of the investigation and the individuals who should be informed of or interviewed about the disclosure. If it becomes necessary to disclose your identity, we will make efforts to inform you that your identity is likely to be disclosed. In order not to jeopardise the investigation, you are also expected to keep the fact that you have raised a concern, the nature of the concern and the identity of those involved confidential. The length and scope of the investigation will depend on the subject matter of the disclosure. We reserve the right to arrange for another Manager to conduct the investigation other than the Manager with whom you raised the matter. In addition, an investigative team with experience of operating workplace procedures or specialist knowledge of the subject matter of the disclosure may be appointed. It is not normally appropriate to set a specific timeframe for completion of investigations in advance, because the diverse nature of disclosures makes this unworkable.
- (c) We will invite you to attend at least one meeting at a reasonable time and place at which your disclosure can be discussed and you must take all reasonable steps to attend that meeting. You have the right to be accompanied at that meeting by either a Trade Union Official or a fellow employee of your choice.
- (d) Once the investigation has been completed and after the meeting has taken place, you will be informed in writing of the outcome, together with our conclusions and decision in a timely manner. However, the need for confidentiality may prevent us from giving you specific details of the investigation or actions taken. You will also be notified in writing of your right to appeal against our decision if you are not satisfied with it. We are committed to taking appropriate action with respect to all qualifying disclosures which are upheld.
- (e) If you wish to appeal against our decision, you must appeal in writing to a more senior Manager or to the Principal or a Cabinet Member within five working days of our decision. Upon receipt of such a request, a more senior Manager or the Principal or a Cabinet Member (who may not

be the person to whom you addressed your appeal) shall make arrangements to hear the appeal at an appeal meeting and at that meeting you may again, if you wish, be accompanied by either a Trade Union Official or a fellow employee of your choice. You must take all reasonable steps to attend that meeting. Following the meeting, the relevant senior Manager or the Principal or Cabinet Member will inform you in writing of the College's final decision on your appeal.

- (f) When our conclusions have been finalised, any necessary action will be taken. This could include either reporting the matter to an appropriate external Government Department or Regulatory Agency and/or taking internal disciplinary action against relevant members of staff. We will endeavour to inform you if a referral to an external agency is about to or has taken place, although we may need to make such a referral without your knowledge or consent if this is appropriate in the circumstances. We will also review and implement any recommendations for change to minimise the risk of the recurrence of any malpractice or impropriety which has been uncovered. If no action is to be taken, the reasons for this will be explained to you.
- (g) If, upon conclusion of the above stages, you reasonably believe that appropriate action has still not been taken, you may then report the matter to the proper authority in good faith. The Act sets out a number of prescribed external bodies or persons to which qualifying disclosures may be made. These include HM Revenue & Customs (HMRC), The Financial Services Authority (FSA), Office of Fair Trading (OFT), Health & Safety Executive (HAS) and the Environment Agency. However, we always encourage employees to raise their concerns directly in the first instance, rather than externally.

4.7 General Principles

You should be aware of the importance of eliminating fraud or wrongdoing at work. You should report anything you become aware of that is illegal.

You will not be victimised, subjected to a detriment or dismissed for raising a genuinely-held concern in good faith under this Policy, even if your disclosure is not upheld.

Employees who victimise or retaliate against those who have raised concerns under this Policy will be subject to disciplinary action.

If an investigation under this Policy concludes that a disclosure has been made maliciously, vexatiously, in bad faith or with a view to personal gain, the Whistle Blower will be subject to disciplinary action.

Covering up someone else's wrongdoing is a disciplinary offence. You should never agree to remain silent about a wrongdoing, even if told to do so by a person in authority such as a Manager. You should report the matter to a Cabinet Member.

5. DISCIPLINARY POLICY AND PROCEDURE

5.1 Introduction

Whilst we do not wish to impose unreasonable rules of conduct upon our employees, certain standards of behaviour are necessary to maintain good employment relations and discipline in the interest of all employees. We prefer discipline to be voluntary and self-imposed, and in the great majority of cases this is how it works. However, from time to time, it may be necessary for us to take action against individuals whose level of behaviour or performance is unacceptable.

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This Disciplinary Procedure is entirely non-contractual and does not form part of your contract of employment.

It is not practicable to specify all disciplinary rules or offences, which may result in disciplinary action, as they may vary depending upon the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this Handbook, a breach of other Conditions, Procedures, Rules, etc. within this Handbook will also result in the Disciplinary Procedure being invoked to deal with such matters.

This policy has been prepared taking into account the Advisory, Conciliation and Arbitration Service (ACAS) guidance on discipline and grievance procedures.

5.2 Principles and General Expectations

This policy and procedures are based on the following principles.

- (a) That, except for gross misconduct, no employee whose employment started prior to 6 April 2012 with at least one year of continuous employment, or any employee who started on or after 6 April 2012 with at least two years continuous employment, will be dismissed for a first breach of discipline.
- (b) That the level of any formal action will be dependent on the seriousness of the offence, the consequence to the College of the offence and any mitigating circumstances presented by the employee, having regard to the need for fairness and natural justice.
- (c) That the employee has a right to be accompanied by their trade union representative or a work colleague at every stage of the formal procedure. The procedure is internal to the College and apart from external trade union representatives, does not allow for any external representation.
- (d) That employees are expected to:
 - a. comply with their contract and terms and conditions of employment;
 - b. fulfil the duties of their post as reasonably required by their Manager;
 - c. observe relevant College rules, regulations and policies; and
 - d. comply with health, safety and data protection requirements.

5.3 Advice, Support and Informal Warnings

It is a Manager's responsibility to communicate, develop and motivate you as an employee and to ensure that you are provided with relevant training. In cases of minor infringements of conduct your Manager should initially seek to advise and support you on an informal basis with a view to effecting an improvement and thus to avoid using this formal procedure.

You should be advised of the conduct expected of you in the future and of the possible consequences of further problems. Where necessary you will be given an informal warning by your Manager which will reinforce the advice given to you. Such informal advice and support are not part of this formal disciplinary procedure and you will be informed of this. However, your Manager may keep a record of any informal warning given to you and these may be used in future proceedings.

5.4 Rules Covering Unsatisfactory Conduct and Misconduct

The following Rules covering unsatisfactory conduct and misconduct are examples only. You will be liable to disciplinary action if you are found to have acted upon any of the following:

- (a) Failure to abide by the general Health and Safety Rules and Procedures.
- (b) Smoking on College premises or in College vehicles.
- (c) Consumption of alcohol and non-prescribed drugs on the premises and working whilst under the influence of alcohol or non-prescribed drugs; except where alcohol is consumed at a specifically-approved College function in accordance with the College's Alcohol and Drugs Policy.
- (d) Persistent absenteeism and/or lateness.
- (e) Unsatisfactory standards or output of work due to carelessness, negligence or lack of effort, or application.
- (f) Rudeness towards other employees, students, faculty members, customers or members of the public, objectionable or insulting behaviour, harassment, bullying or bad language.
- (g) Failure to devote the whole of your time, attention and abilities to the College's business and its affairs during your normal working hours.
- (h) Unauthorised use of email and Internet systems, and abuse of personal telephone calls.
- (i) Failure to carry out all reasonable instructions or follow College Rules and Procedures.
- (j) Unauthorised use or negligent damage or loss of College property.
- (k) Failure to report immediately any damage to property or premises caused by you.
- (l) Use of College vehicles without approval or the private use of College vehicles without authorisation.
- (m) Failure to report any incident whilst driving College vehicles, whether or not personal injury or vehicle damage occurs.
- (n) If your work involves driving, failure to report immediately any type of driving conviction or summons which may lead to your conviction.
- (o) Carrying unauthorised goods or passengers in College vehicles or the use of College vehicles for personal gain.
- (p) A deliberate breach of the College's Financial, Expense or Cash Handling procedures.

The above is intended as a guide and is not an exhaustive list.

5.5 Serious Misconduct

Where one of the Unsatisfactory Conduct or Misconduct Rules (see above) has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or your serious misconduct, or has a serious, or substantial affect upon the College's operation or reputation, you may be issued with a Final Formal Warning in the first instance.

You may receive a Final Formal Warning as the first course of action if in an alleged gross misconduct disciplinary matter, upon investigation, it is shown to have some level of mitigation and is treated as an offence just short of dismissal.

5.6 Disciplinary Procedure

Please see exception (5.10) relating to length of service.

Minor faults will be dealt with informally through counselling and training. However, in cases where informal discussion with you does not lead to an improvement in conduct or performance, or where the matter is more serious, for example, unauthorised absenteeism, persistently poor timekeeping, sub-standard work performance due to carelessness, negligence or lack of effort or application, etc. the

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following Disciplinary Procedure will be used. At all stages of the Procedure an investigation will be conducted.

Where poor performance is, in our view, due to a genuine lack of capability on the your part and not because of carelessness, negligence or lack of effort or application, we will instead follow the Capability Policy and Procedure set out in this Employee Handbook.

5.6.1 Stage 1: Notification of Allegations

We will notify you in writing of the allegations against you and will invite you to a disciplinary meeting to discuss the matter. We will also notify you, in writing, of the basis for the complaint of alleged misconduct or poor performance.

5.6.2 Stage 2: Disciplinary Meeting

Having given you a reasonable opportunity to consider your response to the allegations, a formal Disciplinary Hearing will then take place, conducted by a Manager or Cabinet Member, at which you will be given the chance to state your case. You have the right to be accompanied, if requested, by a Trade Union Official or a fellow employee of your choice. You must take all reasonable steps to attend that meeting.

Following the meeting, you will be informed in writing of our decision in accordance with the Steps set out below and notified of your right to appeal against that decision.

It should be noted your behaviour is not looked at in isolation but each incident of misconduct is regarded cumulatively with any previous occurrences.

5.6.2.1 Step 1: First Formal Warning

You will be given a First Formal Warning. You will also be advised of the reason for the warning, how you need to improve your conduct or performance, the time-scale over which the improvement is to be achieved, that the warning is the first stage of the Disciplinary Procedure and the likely consequences if the terms of the warning are not complied with. The First Formal Warning will be confirmed in writing and remain part of the formal record but will be nullified after six months, subject to satisfactory conduct and performance.

5.6.2.2 Step 2: Final Formal Warning

Failure to improve performance in response to the Procedure so far, a repeat of misconduct for which a warning has previously been issued, or a first instance of serious misconduct or serious poor performance, will result in a Final Formal Warning being issued. This will give details of the complaint, how you need to improve your conduct or performance, the time-scale over which the improvement is to be achieved and a warning that dismissal will probably result if the terms of the warning are not complied with. This Final Formal Warning will be confirmed in writing and remain part of the formal record but will be nullified after 12 months, subject to satisfactory conduct and performance. However, we reserve the right to extend the validity of the Final Formal Warning to a maximum of three years in cases of very serious misconduct or where you have a history of misconduct issues.

5.6.2.3 Step 3: Dismissal

Failure to meet the requirements set out in the Final Formal Warning will normally lead to dismissal, with appropriate notice. A decision of this kind will only be made after the fullest possible investigation. Dismissal can be authorised only by the Principal or a Cabinet Member. You will be informed of the

reasons for dismissal, the appropriate period of notice, the date on which your employment will terminate and how you can appeal against the dismissal decision.

5.6.3 Stage 3: Appeals

If you wish to appeal against the College's decision, you can do so to the Principal or a Cabinet Member within five working days of the decision. Appeals must be made in writing and state the grounds for appeal. You will be invited to attend an appeal meeting chaired by the Principal or a Cabinet Member.

At the appeal meeting, you will again be given the chance to state your case and will have the right to be accompanied by a Trade Union Official or a fellow employee of your choice. Following the appeal meeting, you will be informed of the appeal decision in writing. The College's decision on appeal will be final.

5.7 Gross Misconduct

Offences under this heading are so serious that an employee who commits them will normally be summarily dismissed. In such cases, we reserve the right to dismiss without notice of termination or payment in lieu of notice.

Examples of gross misconduct (see also above) include, but are not limited to:

- (a) Any breakage of the law, such as theft and unauthorised possession of College property, fraud, deliberate falsification of records, or any other form of dishonesty.
- (b) Wilfully causing harm or injury to another employee, student, faculty member, visitor, supplier or customer, physical violence, bullying or grossly offensive behaviour.
- (c) Deliberately causing damage to the College's property.
- (d) Causing loss, damage or injury through serious carelessness.
- (e) Wilful refusal to obey a reasonable Management instruction.
- (f) Incapacity at work through an excess of alcohol or non-prescribed drugs as defined by the College's Alcohol and Drugs Policy.
- (g) Possession, supply or use of illicit drugs.
- (h) A serious breach of health and safety rules.
- (i) Abuse of the College's telephone, email and Internet systems.
- (j) Grossly indecent or immoral behaviour, deliberate acts of unlawful discrimination or serious acts of harassing, bullying or victimising another employee on the grounds of race, colour, ethnic/national origin, nationality, religion or belief, sex, sexual orientation, gender re-assignment, marital or civil partnership status, age and/or disability.
- (k) Deliberate falsification of any records (including time sheets, absence records, etc.) in respect of you or any fellow employees.
- (l) Working in competition with the College.
- (m) Breach of confidentiality (including a failure to maintain confidentiality in an investigation relating to a complaint of harassment, but subject to The Public Interest Disclosure Act 1998).
- (n) Absence without leave or just cause.
- (o) Sleeping on the premises during working hours.
- (p) Gambling on the College's premises.
- (q) Being convicted of a serious criminal offence (whether committed during the course of your employment or not).
- (r) Undertaking private work on College premises and/or during working hours without express permission of your Manager.

- (s) Taking part in activities which result in adverse publicity to the College or which cause the College to lose faith in your integrity.

The above examples are intended as a guide and this is not an exhaustive list.

5.8 Suspension

In the event of serious or gross misconduct, you may be suspended on full basic pay while a full investigation is carried out. Such suspension is a neutral act, which does not imply guilt or blame, and will be for as short a period as possible.

5.9 Appeals

You may appeal against any disciplinary decision, including dismissal, to a senior Manager or Cabinet Member within five working days of the decision. Appeals should be made in writing and state the grounds for appeal.

You will be invited to attend an appeal hearing chaired by the Principal or a Cabinet Member. At the appeal hearing, you will again be given the chance to state your case and will have the right to be accompanied by a Trade Union Official or a fellow employee of your choice. Following the appeal hearing you will be informed of the appeal decision and the reasons for it, in writing.

The College's decision on an appeal will be final.

5.10 Exception

We reserve the right not to follow this Procedure in relation to any employee whose employment started prior to 6 April 2012 and who has less than one year's continuous employment with the College, or any employee who started on or after 6 April 2012 and who has less than two year's continuous employment with the College.

6. GRIEVANCE POLICY AND PROCEDURE

6.1 Introduction

The objective of the Grievance Procedure is to provide an employee who considers that they have a grievance with an opportunity to have it examined quickly and effectively, and where a grievance is deemed to exist, to have it resolved, if possible, at the earliest practicable opportunity.

Most grievances can be settled informally with your Manager, and you should aim to settle your grievances in this way if possible.

This policy has been prepared taking into account the Advisory, Conciliation and Arbitration Service (ACAS) guidance on discipline and grievance procedures.

6.2 Procedure

If a grievance cannot be settled informally with the relevant Manager, you should raise it formally. The Procedure has been drawn up to establish the appropriate steps to be followed when pursuing and dealing with a formal grievance.

6.2.1 Stage 1

In the event of you having a formal grievance relating to your employment you should, in the first instance, put your complaint in writing and address it to your Manager. Where the grievance is against your Manager, the complaint should be addressed to the Principal or a Cabinet Member.

6.2.2 Stage 2

Your Manager (or whoever you addressed the grievance to) will then invite you to a grievance meeting to discuss the grievance and you have the right to be accompanied at this meeting by a Trade Union Official or a fellow employee of your choice. You must take all reasonable steps to attend that meeting.

Following the meeting, we will endeavour to respond to the grievance as soon as possible and, in any case, within five working days of the grievance meeting. If it is not possible to respond within this time period, you will be given an explanation for the delay and be told when a response can be expected. You will be informed in writing of our decision on the grievance and notified of your right to appeal against that decision if you are not satisfied with it.

6.2.3 Stage 3

In the event that you feel your grievance has not been satisfactorily resolved, you may then appeal in writing to the Principal or a Cabinet Member within five working days of the grievance decision.

Upon receipt of such a request, the Principal or Cabinet Member (who again may not be the person to whom the appeal was addressed) shall make arrangements to hear the grievance at an appeal meeting and at this meeting you may again, if you wish, be accompanied by a Trade Union Official or a fellow employee of their choice. You must take all reasonable steps to attend that meeting.

Following the meeting, the Principal or Cabinet Member will endeavour to respond to the grievance as soon as possible and, in any case, within five working days of the appeal hearing. If it is not possible to respond within this time period, you will be given an explanation for the delay and be told when a response can be expected. The employee will be informed, in writing, of our decision on your grievance appeal.

This is the final stage of the Grievance Procedure and the College's decision shall be final.

6.3 Former Employees

Grievances may also be raised by ex-employees after employment has ended. In this case, the Grievance Procedure set out above will continue to apply unless both parties agree in writing that a modified form of the Grievance Procedure will apply instead.

Under the modified Grievance Procedure, you must set out the details of your grievance in writing and we will then formally respond in writing.

7. CAPABILITY POLICY AND PROCEDURE

7.1 Introduction

The primary aim of this Procedure is to provide a framework within which we can work with you to maintain satisfactory performance standards and to encourage improvement where necessary. We recognise the difference between a deliberate or careless failure on your part to perform to the standards of which you are capable (in which case we will use the Disciplinary Procedure set out above) and a case of

incapability, where you are lacking in knowledge, skill or ability and so cannot perform to the standard required (in which case we will use this Capability Procedure in an attempt to improve your performance).

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

This Capability Procedure is entirely non-contractual and does not form part of your contract of employment.

7.2 Capability Procedure

Please see exception (7.4) relating to length of service.

Minor capability issues will be dealt with informally through counselling and training. Informal discussions may be held with a view to clarifying the required work standards and the level of performance expected of you, identifying areas of concern, establishing the likely causes of poor performance, identifying any training or supervision needs, setting targets for improvement and agreeing a time-scale for review.

In cases where informal discussion with you does not lead to a satisfactory improvement in performance, or where the performance issues are more serious, the following Capability Procedure will be used. At all stages of the Procedure an investigation will be conducted.

At all stages the College will give consideration to whether the unsatisfactory performance is related to a disability and, if so, whether there are any reasonable adjustments that could be made to the requirements of your job or other aspects of the working arrangements.

7.2.1 Stage 1: Notification of Concerns

We will notify you in writing of the concerns over your performance and the basis for those concerns. You will be invited to attend a Capability Hearing to discuss the matter.

7.2.2 Stage 2: Capability Hearing

Having given you a reasonable opportunity to consider your response to the allegations, a formal Capability Hearing will then take place, conducted by a Manager or Cabinet Member, at which you will be given the chance to state your case. You have the right to be accompanied, if requested, by a Trade Union Official or a fellow employee of your choice. You must take all reasonable steps to attend that meeting.

The purposes of the Capability Hearing include:

- to set out the required standards that the College considers you have not met;
- to establish the likely causes of poor performance (including any reasons why any measures taken so far have not led to the required improvement);
- to allow you the opportunity to explain the poor performance; and
- to ask any relevant questions.

Except in the case where dismissal is proposed, the purposes of the Capability Hearing also include:

- to discuss measures, such as additional training or supervision, which may improve your performance;

- to set targets for improvement; and
- to set a reasonable time-scale for review (reflecting the circumstances of the case).

In a case where dismissal is proposed, the purposes of the Capability Hearing also include:

- to establish whether there are any further steps that could reasonably be taken to rectify your poor performance;
- to establish whether there is any reasonable likelihood of the required standards of performance being met within a reasonable time; and
- to discuss whether there is any practical alternative to dismissal, such as redeployment to any suitable available job at the same or lower grade.

Following the Capability Hearing, you will be informed in writing of the College's decision in accordance with the Stages set out below and notified of your right to appeal against that decision.

7.2.2.1 Step 1: First Capability Warning

You will be given a First Capability Warning. This will set out the areas in which you have not met the required performance standards; targets for improvement; any measures, such as additional training or supervision, which will be taken with a view to improving your performance; a time-scale for review and the likely consequences of failing to improve to the required standards within the review period. The First Capability Warning will remain part of the formal record but will be nullified after six months, subject to satisfactory conduct and performance.

Your performance will be monitored and, at the end of the review period, we will write to you to advise you of the next step. If we are satisfied with your performance, no further action will be taken. If we are not satisfied with your performance, the matter may be progressed to Step 2 or, if we feel that there has been a substantial but insufficient improvement, the review period may be extended.

7.2.2.2 Stage 2: Final Capability Warning

Failure to improve performance in response to the Procedure so far will result in a Final Capability Warning being issued. This will set out the areas in which you have still not met the required performance standards, targets for improvement, any further measures, such as additional training or supervision, which will be taken with a view to improving your performance, a further time-scale for review and the likely consequences of failing to improve to the required standards within the further review period (i.e. that dismissal will probably result). The Final Capability Warning will remain part of the formal record but will be nullified after 12 months, subject to satisfactory conduct and performance.

Your performance will again be monitored and, at the end of the further review period, we will write to you to advise you of the next step. If we are satisfied with your performance, no further action will be taken. If we are not satisfied with the your performance, the matter may be progressed to Stage 3 or, if we feel that there has been a substantial but insufficient improvement, the review period may be extended.

7.2.2.3 Step 3: Dismissal

Failure to improve performance in response to the Procedure so far will normally lead to dismissal, with appropriate notice. We may first consider redeploying you with your agreement to another available job at the same or lower grade which is more suited to your abilities. A dismissal decision will only be made after the fullest possible investigation. Dismissal can be authorised only by the Principal or a Cabinet

Member. You will be informed of the reasons for dismissal, the appropriate period of notice, the date on which your employment will terminate and how you can appeal against the dismissal decision.

7.3 Appeals

You may appeal against any decision under this Capability Procedure, including dismissal, to the Principal or a Cabinet Member within five working days of the decision. Appeals should be made in writing and state the grounds for appeal.

You will be invited to attend an appeal hearing chaired by the Principal or a Cabinet Member. At the appeal hearing, you will again be given the chance to state your case and will have the right to be accompanied by a Trade Union Official or a fellow employee of your choice. Following the appeal hearing you will be informed of the appeal decision and the reasons for it, in writing.

The College's decision on an appeal will be final.

7.4 Exception

We reserve the right not to follow this Procedure in relation to the issuing of a capability warning to any employee whose employment started prior to 6 April 2012 and who has less than one year's continuous employment with the College, or any employee who started on or after 6 April 2012 and who has less than two year's continuous employment with the College.

We also reserve the right not to return any employee back to probationary status, if appropriate, whose employment started prior to 6 April 2012 and who has less than one year's continuous employment with the College, and who has completed their probationary period, or any employee who started on or after 6 April 2012 and who has less than two year's continuous employment with the College, and who has completed their probationary period.

8. REDUNDANCY POLICY

8.1 Introduction

The College recognises the contribution of all employees to delivering its aim of providing an outstanding teaching and learning environment. It also recognises the need to ensure that all employees feel secure and are appropriately supported throughout their employment. The College is committed to protecting the employment security of employees, as far as possible, by planning effectively to meet current and future staffing needs. There may, however, be occasions when financial pressures, changes in the demand for services, funding provision, or organisational, technological or academic developments impact on staffing requirements. In such cases the College will seek to minimise the effect of redundancies by seeking redeployment opportunities as appropriate and by adopting a fair, consistent and sensitive approach.

This policy outlines the approach to be adopted in all cases of potential redundancy and nothing in this document shall preclude the College from seeking volunteers for redundancy or any employee from agreeing to voluntary severance. Selection of volunteers for redundancy shall be at the discretion of the College and shall be determined by the College's requirements to retain key skills and experience to meet the present and anticipated needs of the College.

8.2 Measures to Avoid or Minimise Redundancy

Should circumstances arise where redundancy is seen to be a possibility, depending on the particular circumstances, we will first consider any alternatives to redundancy, which may include but is not limited

to, reducing overtime to a workable minimum, restricting recruitment into vacant posts, investigating temporary measures such as short-time working as a means of avoiding redundancy, considering whether employees whose jobs might be redundant could be transferred elsewhere within the College or be retrained to carry out other types of work and exploring any other methods of minimising the possibility of redundancy.

8.3 Selection Criteria

If it is necessary to make compulsory redundancies, we will adopt such objective selection criteria as may be deemed appropriate for the particular redundancy situation. Selection will be made from those employees whose jobs are at risk and the overriding consideration will always be the future needs of the College.

The chosen criteria will be applied consistently, fairly and reasonably and they will be capable of objective substantiation and verification. If you are in the pool for selection and are disabled, the College will ensure that you are not placed at a disadvantage on account of the application of the selection criteria and will accordingly make reasonable adjustments to the selection procedure to remove any disadvantage that you would otherwise have.

8.4 Consultation

Where it becomes necessary for the College to consider redundancies, we will notify you at the earliest opportunity of the reasons for the potential redundancy situation and of our proposals. This will be done by consulting with you directly and, if necessary in order to comply with the law, we will also consult collectively with appropriate employee representatives. Where appropriate in the circumstances, we will consider asking for volunteers for redundancy.

The purpose of this consultation is to seek ways of avoiding the redundancy situation and of mitigating the effects of the redundancy proposed.

Consultation will also take place with other employees who may be affected by any planned redundancy.

8.5 Process

Once provisional selections for redundancy have been made, the College will enter into individual consultation with each employee identified. If you are provisionally selected for redundancy you will be given written notification to that effect and invited to a meeting to discuss your selection. You shall have the right to be accompanied at that meeting by a Trade Union representative or work colleague and you shall have the opportunity to make oral or written representations in respect of your selection.

Following the meeting, and having taken account of any representations made by you, if a decision is made to dismiss you because of redundancy, you will be given formal notice of redundancy and of the date of termination of your employment. You shall also be advised of your right to appeal against the College's decision.

If you are made redundant and you have a minimum of two years' continuous service with the College you will normally be entitled to receive a statutory redundancy payment paid free of Income Tax and National Insurance deductions, which is calculated according to your age, length of service and gross weekly pay.

8.6 Redeployment

If, following the consultation meeting, redeployment opportunities are identified and accepted you will have the statutory right to a trial period of four weeks in any suitable alternative employment to which you have been appointed where your contract is renewed on the basis of new terms and conditions.

If, during this period, your employment is terminated by you or the College for a reason connected with the new contract, you will remain eligible for a redundancy payment. If, however, you unreasonably terminate the contract, you will not be entitled to a redundancy payment. Your eligibility for a redundancy payment may also be lost if you unreasonably refuse an offer of suitable alternative employment.

The trial period of four weeks may be extended by mutual agreement.

8.7 Time Off to Look for New Work or for Training

If you have been given notice of redundancy you will be granted reasonable time off work with pay during your notice period in order to look for new employment or to arrange training. This includes time off to attend job interviews or to visit an employment agency or job centre in connection with looking for new employment.

8.8 Redundancy Payments

If you are made redundant and you have two or more years' continuous employment as at the date of your dismissal you will be eligible for a redundancy payment based on:

- 0.5 week's pay for each full year of service where your age during the year is less than 22
- 1.0 week's pay for each full year of service where your age during the year is 22 or above, but less than 41
- 1.5 weeks' pay for each full year of service where your age during the year is 41+

The calculation will be based on your gross weekly pay excluding any fluctuating payments (i.e. bonuses, non-contractual overtime, etc.) and will include any entitlement you may have to statutory redundancy pay. In the event that the amount payable to you under statutory provisions is higher, an adjustment will be made.

Your total payment will be limited to the maximum tax-free amount payable under Inland Revenue rules (currently £30,000).

8.9 Notice

You will generally be expected to work out your contractual notice period so an entitlement to pay in lieu of notice will not normally arise.

B: STATUTORY BENEFITS/WORK LIFE BALANCE

1. MATERNITY LEAVE AND PAY POLICY

Key to Abbreviations:

AWC	Actual Week of Childbirth - the week in which the baby is born.
EWC	Expected Week of Childbirth - the week, beginning on a Sunday, in which the baby is likely to be born.
MAT B1	A certificate issued by your Doctor/Midwife illustrating the expected date of childbirth.
MLP	Maternity Leave Period - the time absent from work.
QW	Qualifying Week for SMP - this is the beginning of the 15th week before EWC.
SMP	Statutory Maternity Pay.
OML	Ordinary Maternity Leave.
AML	Additional Maternity Leave.

1.1 Introduction

This Section sets out our current Maternity Leave and Pay Policy which is intended to reflect the statutory maternity provisions and provides guidelines only. If there is any conflict between this Policy and the statutory provisions, the latter will prevail.

Current Government advice and guidance are available at:

- http://www.direct.gov.uk/en/Parents/Workingparents/DG_10029285
<http://www.dti.gov.uk/employment/workandfamilies/index.html>

You are entitled to maternity leave and pay in accordance with the current statutory provisions. If you become pregnant, you should notify your Manager at an early stage so that your entitlement and obligations can be explained to you.

Please note that references given below to a 'week' are references to a seven-day period beginning with a Sunday (unless the context otherwise requires).

These notes are for guidance purposes only. They include a summary of complex law which may change from time to time. The notes deal with issues which commonly affect employees but may not be applicable to all personal circumstances. Guidance notes are not a substitute for individual advice and we are available to assist with individual queries.

If you have any queries concerning your maternity benefits, please contact your Manager.

1.2 Maternity Leave

1.2.1 Ordinary Maternity Leave (OML)

Provided the conditions under Notification Requirements (see below) are satisfied all female employees are entitled to 26 weeks' OML. You can take up to 11 weeks of your OML before your expected week of childbirth (EWC).

You should note that health and safety regulations prohibit us from allowing employees who have given birth to return to work in the two-week period beginning with the day of childbirth. Therefore, if your 26

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weeks' OML is due to end during this period (e.g. because your baby is born late) it will be extended accordingly.

Refer to Start of Ordinary Maternity Leave below for further details regarding the commencement of OML.

1.2.2 Additional Maternity Leave (AML)

Provided the conditions under Notification Requirements below are satisfied all female employees are also entitled to 26 weeks' AML, beginning on the day immediately following the day on which your OML ends. This means you are entitled to take up to 52 weeks' maternity leave (OML and AML) in total.

1.3 Notification Requirements

In order to qualify for maternity leave, you should notify your Manager that you are pregnant, in or before the 15th week before your EWC. You should also discuss with your Manager the date of your EWC and when you intend to commence your OML. If you wish to vary the date of commencement of OML, you must give the College written notice of at least 28 days, or, if that is not reasonably practicable, as soon as is reasonably practicable. We will write to you within 28 days of receipt of your notice to confirm your expected date of return from AML.

You may also be asked to produce for inspection a certificate from a registered medical practitioner or registered midwife stating your EWC - this certificate is called a MAT B1.

Commencement of your OML will be triggered by your absence from work if it is wholly or partly because of pregnancy, after the beginning of the fourth week before your EWC (see Start of Ordinary Maternity Leave below). You must notify us in writing as soon as is reasonably practicable that you are absent from work wholly or partly because of pregnancy.

If your OML is triggered by the birth of your child (see Start of Ordinary Maternity Leave below), you must notify us, in writing, of the date of childbirth as soon as is reasonably practicable after the birth.

Your Manager will be able to help with any queries you may have about your maternity entitlement.

If you do not comply with the notification requirements listed above, you may lose your entitlement to maternity leave.

1.4 Maternity Pay

If you have been employed for at least 26 weeks at the 15th week before your EWC and your average earnings exceed the lower earnings limit, you will be entitled to be paid statutory maternity pay (SMP) at the following rates, provided you comply with the SMP notification requirements:

- (a) For the first six weeks of your maternity leave - 90% of your average weekly earnings (higher rate SMP).
- (b) For the following 33 weeks - SMP at the current statutory rate (lower rate SMP) or 90% of your average weekly earnings, if lower.

For further information about your entitlement, please contact your Manager.

SMP is subject to Income Tax and National Insurance deductions in the same way as your normal pay.

If you have been employed for less than 26 weeks at the 15th week before your EWC, you may be entitled to receive a maternity allowance. This is paid to you by the Department for Work and Pensions for 39

weeks at the current statutory rate. Any claim for a maternity allowance should be made directly to your local Jobcentre Plus: <http://www.jobcentreplus.gov.uk>.

If you are on maternity leave for more than 39 weeks, the right to receive any statutory maternity pay ends after 39 weeks. Subject to Keeping in Touch Days (see below), maternity pay will also cease once you return to work.

1.5 Annual Leave Entitlement

Annual leave entitlement will accrue during maternity leave.

For the avoidance of doubt, please note that you will not be able to take holidays whilst on maternity leave.

1.6 Pension Scheme

Your pension contributions will be paid into the scheme during any part of maternity leave for which you are paid (namely, 39 weeks maximum). Your contributions will be based on salary received/SMP received. Our contributions will be based on the salary you would have received had you not gone on maternity leave.

Alternatively, you can request that your contributions are maintained at the existing level of contribution paid prior to your period of OML commencing, subject to you complying with the relevant Pension Scheme and HMRC rules relating to maximum contributions allowed under such arrangements.

After the period of paid maternity leave has ended, your contributions will cease. Upon returning to work you will have the option of paying the pension contributions you would have paid had you been working; in this case, the period for which you pay contributions will count as pensionable service.

For further details relating to the Pension Scheme rules, please refer to your Manager.

1.7 Other Benefits

All contractual benefits (except for salary) will continue to be provided during your period of OML and also during your period of AML.

1.8 Ante-natal Appointments

All female employees, regardless of their length of service, will be entitled to reasonable time off with full pay to attend ante-natal clinics or to receive ante-natal care. In order to exercise this entitlement, you must have an ante-natal care appointment on the advice of a Doctor, Midwife or Health Visitor. The relevant Doctor's certificate or evidence of medical appointments must be produced on request.

You should arrange ante-natal care appointments for times that will cause minimum disruption to your work.

1.9 Start of Ordinary Maternity Leave (OML)

Your OML will normally start on the date that you have notified the College that you intend to start your leave. Paid maternity leave cannot start earlier than the 11th week before the EWC.

If, however, you are absent from work wholly or partly because of pregnancy after the beginning of the fourth week before the EWC (and you have not already started your planned maternity leave), your OML will start on the day after the first day of absence. In such a case, sick pay will cease and maternity pay will

start to be paid. If you are ill for a non-pregnancy related reason, you may remain on sick leave until the baby is born or, if you have already notified us of your start date of maternity leave that is the date when you will receive your maternity pay.

If your period of OML has not started by virtue of the above provisions when childbirth occurs, then it will start with the day after the day of childbirth.

1.10 Contact During Maternity Leave

Shortly before your maternity leave starts, your Manager will discuss the arrangements for you to keep in touch during your maternity leave, should you wish to do so.

We reserve the right in any event to maintain reasonable contact with you from time to time during your maternity leave. This may be to discuss your plans for return to work, to discuss any special arrangements to be made or training to be given to ease your return to work or simply to update you on developments at work during your absence.

1.11 Keeping in Touch Days

Except during the first two weeks beginning with the day of childbirth, you may agree to work for the College for up to a maximum of ten days during either your OML or AML without that work bringing the period of your maternity leave to an end and without loss of a week's SMP. These are known as 'keeping in touch' days. Any work that you agree to carry out on a keeping in touch day constitutes a day's work for these purposes.

We have no right to require you to carry out any work, and you have no right to undertake any work, during your maternity leave. Any work undertaken, including the amount of salary paid for any work done on keeping in touch days, is entirely a matter for agreement between the College and you. Any keeping in touch days that you do work do not extend the total period of your maternity leave. Once the ten keeping in touch days have been used up, you would lose a week's SMP for any week in which you agree to work for the College during your maternity leave.

1.12 Date of Return to Work

You do not need to give confirmation of your intention to return to work at the end of your period of AML. This will be assumed. If, however, you wish to return before the end of the period of AML (which includes returning during or at the end of your period of OML), you must give us at least four weeks' written notice in advance.

You should note that health and safety regulations prohibit us from allowing you to return to work until two weeks after your baby is born.

1.13 Rights After Return to Work

If you resume work after OML you are entitled to return to the same job on the same Terms and Conditions as if you had not been absent, unless a redundancy situation has arisen.

If you return to work after AML you are also entitled to return to the same job on the same Terms and Conditions as if you had not been absent, unless a redundancy situation has arisen. If, however, there is some reason other than redundancy why it is not reasonably practicable for you to be taken back in your original job, you are entitled to be offered suitable alternative work.

1.14 Failure to Return to Work

Except where you are ill and have followed the normal Procedures in relation to sickness absence, should you fail to return to work at the end of your maternity leave, you will be treated in the same way as any other employee who has failed to return to work after a period of authorised absence and consequently may be subject to disciplinary proceedings which could result in your summary dismissal.

1.15 Suspension on Grounds of Health and Safety

Where, on medical grounds, it is not safe for you to continue in your normal job, you will either be offered suitable alternative work, if available, or suspended on medical grounds on full pay. These situations are covered by health and safety regulations.

1.16 Working Comfortably

Under the Health and Safety at Work Act 1974 and other health and safety regulations, everyone is responsible for ensuring their environment is healthy and safe. This may need a little extra thought when you are pregnant.

A risk assessment of your immediate work area will be carried out by your Manager, and your workplace may be re-arranged, as far as is reasonably practicable, so that you do not have to bend or stretch unduly, to ensure that there are no obstructions you could bump into, and to ensure that you are working in a comfortable and safe environment.

If you are concerned about the nature of the job you are doing, then speak to your Manager.

1.17 Request for Flexible Working

It may be possible to return to work from maternity leave to either a part-time position or a full-time position that is shared with someone else, or some other flexible working arrangement. Please refer to the Flexible Working Policy in Part Two of this Handbook for further details on how to apply for a flexible working arrangement.

Should we agree to you returning to a flexible working arrangement, then we will set out the terms in a letter to you.

1.18 Termination of Employment

If you do not wish to return to work following the end of your maternity leave (or indeed wish your employment to terminate during your maternity leave), please note that you are still required to give us notice of your intention to resign from your position, in line with your contractual notice period.

2. ADOPTION LEAVE AND PAY POLICY

2.1 Introduction

This Section sets out our current Adoption Leave and Pay Policy which is intended to reflect the statutory provisions and provides guidelines only. If there is any conflict between this Policy and the statutory provisions, the latter will prevail.

Current Government advice and guidance are available at:

- http://www.direct.gov.uk/en/Parents/Workingparents/DG_065163
- <http://www.dti.gov.uk/employment/workandfamilies/index.html>

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These notes are for guidance purposes only. They include a summary of complex law which may change from time to time. The notes deal with issues which commonly affect employees but may not be applicable to all personal circumstances.

2.2 Ordinary Adoption Leave (OAL) and Additional Adoption Leave (AAL)

The period of OAL is 26 weeks, and the period of AAL is a further 26 weeks. To be eligible for OAL, you must have been employed by the College for not less than 26 weeks ending with the week in which you are given notification that you have been matched by the Adoption Agency with a child (under 18 years) for the purpose of adoption. After leave has commenced, should the placement of the child end for some reason, then the OAL will end eight weeks after that date.

If you are eligible for OAL, then you are also eligible for AAL, which, if taken, must commence the day after the period of OAL has ended.

OAL and AAL are available to both male and female employees, provided you fulfil the service criteria and have not elected to take paternity leave, or your spouse/civil partner/partner has not elected to take OAL or AAL.

2.3 Notification Requirements

In order to qualify for adoption leave you must notify your Manager within seven days of being advised by the Adoption Agency that there has been a match with a child.

You must also produce a signed and dated 'Matching Certificate' provided by the Adoption Agency.

2.4 Statutory Adoption Pay (SAP)

SAP is payable for 39 weeks at the current statutory rate per week or 90% of the average weekly earnings of the employee, whichever is the lower. It is available to both male and female employees, so long as you have not elected to receive statutory paternity pay or your spouse/civil partner/partner has not elected to receive SAP.

For further information regarding notification and eligibility with respect to adoption leave you should contact your Manager.

2.5 Contact During Adoption Leave

Shortly before your adoption leave starts, your Manager will discuss the arrangements for you to keep in touch during your adoption leave, should you wish to do so.

We reserve the right in any event to maintain reasonable contact with you from time to time during your adoption leave. This may be to discuss your plans for return to work, to discuss any special arrangements to be made or training to be given to ease your return to work or simply to update you on developments at work during your absence.

2.6 Keeping in Touch Days

You may agree to work for the College for up to a maximum of ten days during either your OAL or AAL without that work bringing the period of your adoption leave to an end and without loss of a week's SAP. These are known as 'keeping in touch' days. Any work that you agree to carry out on a keeping in touch day constitutes a day's work for these purposes.

We have no right to require you to carry out any work, and you have no right to undertake any work, during your adoption leave. Any work undertaken, including the amount of salary paid for any work done on keeping in touch days, is entirely a matter for agreement between us and you. Any Keeping in Touch Days that you do work do not extend the total period of your adoption leave. Once the ten Keeping in Touch Days have been used up, you would lose a week's SAP for any week in which you agree to work for the College during your adoption leave.

3. PATERNITY LEAVE AND PAY POLICY

Key to Abbreviations:

EWC Expected Week of Childbirth - the week, beginning on a Sunday, in which the baby is likely to be born.

3.1 Introduction

This Section sets out our current Paternity Leave and Pay Policy, which is intended to reflect the statutory provisions. If there is any conflict between this Policy and the statutory provisions, the latter will prevail.

Current Government advice and guidance are available at:

- http://www.direct.gov.uk/en/Parents/Workingparents/DG_10029398
- <http://www.dti.gov.uk/employment/workandfamilies/index.html>

3.2 Eligibility for Paternity Leave

Paternity leave is available in respect of a child born, or matched for adoption. You must be the child's father or adopter, or partner of the child's mother or adopter. You are not entitled to take both paternity and adoption leave.

To qualify, you must have been employed by the College for 26 weeks by the 15th week before the EWC, or by the week in which you were notified of the match for adoption.

3.3 Duration of Leave

The maximum leave period is two weeks. Leave must be taken in a single block of one or two weeks. Leave cannot be taken before your child's birth/placement and must end within 56 days of the birth/placement.

If your child is born early, leave must end within 56 days of the expected date of childbirth.

3.4 Statutory Paternity Pay (SPP)

SPP is paid for the duration of paternity leave, at the current statutory rate per week, or 90% of your average weekly earnings, whichever is the lower.

3.5 Notification

You must give us notice of your intention to take leave, the start date and duration, and provide a copy of self-certification - an SC3 form issued by HMRC.

In the case of a newly born child, notice must be given in or before the 15th week before the EWC. In the case of a newly adopted child, notice must be given no more than seven days after the date on which you were notified of the match. You can subsequently change your leave start date by giving 28 days' notice.

3.6 Rights During and Following Leave

During paternity leave, you are entitled to the benefits of all your Terms and Conditions of Employment except salary.

At the end of the leave period, you have the right to return to your old job provided you have taken paternity leave only.

4. PARENTAL LEAVE POLICY

Key to Abbreviations:

EWC Expected Week of Childbirth - the week, beginning on a Sunday, in which the baby is likely to be born.

4.1 Introduction

This Section sets out our current Parental Leave Policy, which is intended to reflect the statutory provisions. If there is any conflict between this Policy and the statutory provisions, the latter will prevail.

Current Government advice and guidance are available at:

- http://www.direct.gov.uk/en/Parents/Workingparents/DG_10029416
- <http://www.dti.gov.uk/employment/workandfamilies/index.html>

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

Please note that you have no entitlement to be paid during periods of parental leave.

4.2 Entitlement to Parental Leave

Provided the conditions set out in Evidence of Entitlement and Notification Requirements below are satisfied, and if:

- (a) You have been continuously employed by us for at least one year; and
- (b) You are, or expect to be, responsible (as defined below) for a child;

then you are entitled to be absent from work on parental leave for the purpose of caring for that child. The reasons for the leave do not need to be related to the health of the child.

You are responsible for a child if:

- (a) You are the parent (named on the birth certificate) of a child born on or after 15th December 1999 - your right to parental leave lasts until the child's fifth birthday (or 18th birthday in the case of a child who is entitled to a disability living allowance); or
- (b) You have, on or after 15th December 1999, adopted a child or had a child placed with you for adoption by you - your right to parental leave lasts until the fifth anniversary of the date on which the placement began or until the child's 18th birthday, whichever is the sooner (except in the case of a child who is entitled to a disability living allowance, it will last until their 18th birthday in any event); or

- (c) You have acquired formal parental responsibility for a child born on or after 15th December 1999 - the right to parental leave lasts until the child's fifth birthday (or 18th birthday in the case of a child who is entitled to a disability living allowance).

4.3 Duration of Parental Leave

You are entitled (from 8th March 2013) to up to 18 weeks of parental leave in respect of any qualifying child (see above: Entitlement to Parental Leave). In the case of multiple births, therefore, 18 weeks' parental leave is provided for each child.

In the case of a disabled child who is entitled to a disability living allowance, parental leave is unchanged with the entitlement being 18 weeks' leave.

4.4 When Parental Leave May be Taken

You may not take more than four weeks' leave in respect of any child during a particular year. Ordinarily, for these purposes, a 'year' means the period of 12 months beginning on the date on which you first became entitled to take parental leave in respect of the child in question (and each successive period of 12 months beginning on the anniversary of that date).

Parental leave must be taken in blocks of one week (unless the child in respect of whom the leave is taken is entitled to a disability living allowance). You may take more than one week at a time. Part of a week counts as a whole week, so that if a full-time employee takes three days' parental leave and then returns to work, one week is deemed to have been taken from the 13 weeks.

The right to parental leave lasts until the child's fifth birthday (or 18th birthday in the case of a child who is entitled to a disability living allowance). In adoption cases, it lasts for five years after the child is first placed for adoption (or until the child's 18th birthday if that comes sooner).

4.5 Evidence of Entitlement and Notification Requirements

We may require you to produce for inspection evidence of:

- (a) Your responsibility or expected responsibility for the child in respect of whom you wish to take parental leave; and
- (b) The child's date of birth or, in the case of a child who was placed with you for adoption, the date on which the placement began; and
- (c) If your entitlement to leave (or a particular period of leave) depends upon the child's entitlement to a disability living allowance, confirmation of the child's entitlement to such allowance.

Except as set out below, you must give us notice of the period of parental leave you propose to take (including start and end dates) at least 21 days before the date on which that period is to begin.

Fathers who wish their period of parental leave to start on the date on which their baby is born must give at least 21 days' notice before the beginning of the EWC. In this case, the notice must state the EWC and the proposed duration of the period of leave.

Similarly, prospective adoptive parents who wish their leave to start on the date on which the child is placed with them for adoption must give their notice at least 21 days before the beginning of the week in

which the placement is expected to occur. In this case, the notice must state the week in which the placement is expected to occur and the proposed duration of the period of leave.

You may not exercise any entitlement to parental leave if you fail to comply with the above Condition.

4.6 Postponement of Parental Leave

We may postpone requested parental leave if we consider that the operation of our business would be unduly disrupted if you took leave during the period identified in your notice. Parental leave cannot be postponed for more than six months from the date on which you had wished to start parental leave. It cannot be postponed at all where it is to be taken by a father/prospective adoptive parent straight after the birth/date of placement (as appropriate).

If we wish to postpone your period of parental leave, we will notify you of the postponement in writing not more than seven days after receipt of your notice requesting leave. We will, at the same time, state the reason for the postponement and specify the dates on which we will permit the postponed period of leave to start and end.

4.7 Continuing Obligations During Parental Leave

While on parental leave you will remain in the employment of the College and accordingly will continue to be bound by, amongst other things, the duties to the College of good faith and confidentiality. We will continue to be bound by, amongst other things, its duty to you of trust and confidence.

During periods of parental leave you have no entitlement to be paid but we will continue to provide your benefits (including holiday entitlement).

4.8 Termination of Employment

If you do not wish to return to work following the end of your period of parental leave (or, indeed, wish your employment to terminate during your period of parental leave), it should be understood that you are still required to give your contractual notice period.

4.9 Dishonest Claims to Parental Leave

Please note that if you claim, or try to claim, parental leave dishonestly you will be dealt with under the Disciplinary Procedure as set out in this Handbook.

5. TIME OFF WORK FOR DEPENDANTS POLICY

5.1 Introduction

This Section sets out our current Policy on Time off Work for Dependants and is intended to reflect the statutory provisions. If there is any conflict between this Policy and the statutory provisions, the latter will prevail.

You may be entitled to take a reasonable amount of unpaid time off work to care for dependants during working hours to take action that is necessary to provide help to your dependants. Should this be necessary, you should discuss your situation with your Manager, and, if appropriate, he/she will agree the necessary time off.

If you have any concerns or queries concerning time off work to care for dependants, please contact your Manager.

Please note that you have no entitlement to be paid in respect of time taken off work to care for dependants.

5.2 Eligibility

Irrespective of length of service, you are entitled to take a reasonable amount of time off during working hours in order to take necessary action, for example:

- (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 a dependant. Please also refer to Part One: Compassionate Leave.
- (d) Because of the unexpected disruption or termination of arrangements for the care of a dependant.
- (e) To deal with an incident which involves your child and occurring unexpectedly in a period during which an educational establishment that the child attends is responsible for him/her.

5.3 What is a 'Dependant'?

A 'dependant' is defined as an employee's spouse, civil partner, child, parent or a person who lives in the same household as the employee (except as his/her employee, tenant, lodger or boarder). However:

- (a) For the purposes of the first circumstance set out in (a) - Eligibility above, 'dependant' will also include any person who reasonably relies upon you to make such arrangements.
- (b) For the purposes of the second circumstance set out in (b) - Eligibility above, 'dependant' will also include any person who reasonably relies upon you to make such arrangements.
- (c) For the purposes of the fourth circumstance set out in (d) - Eligibility above, 'dependant' will also include any person who reasonably relies upon you to make arrangements for the provision of such care.

5.4 Notification Requirements

You are not entitled to time off work unless you inform your Manager of the reason for your absence as soon as is reasonably practicable. You must (except where you cannot notify the Manager until after you have returned to work) give an indication of how long you expect to be absent.

This Policy is intended to cover unforeseen matters. If you know in advance that you are going to need to take time off work, you should take this time as part of your annual leave entitlement in the normal way. Alternatively, if the reason you need to take leave relates to your child, you may be entitled to take parental leave.

If we consider that you are abusing the right to time off work to care for dependants, disciplinary action will be taken against you.

5.5 Duration

There are no prescribed limits on the duration of Time off Work for Dependants, since this will vary with the differing circumstances of an emergency. For most cases, however, one or two days should be sufficient to deal with the problem. For example, if a child falls ill with chickenpox, the leave should be enough to help you cope with the crisis - to deal with the immediate care of a child, visiting the Doctor, if necessary, and to make longer term care arrangements.

6. FLEXIBLE WORKING POLICY

6.1 Introduction

We recognise that you may wish to consider requesting flexible working arrangements.

The aim of this Flexible Working Policy is to help individual employees and the College handle the statutory right of employees to request flexible working, consistent with the needs of the College, its students and faculty. The policy sets out an effective and equitable process for dealing with individual flexible working requests.

Further advice and guidance on flexible working is available at:

- <https://www.gov.uk/flexible-working/overview>
- <http://www.acas.org.uk/index.aspx?articleid=1616>

6.2 Eligibility

Under provisions set out in the Employment Rights Act 1996, and regulations made under it, all employees have a statutory right to ask their employers for a change to their contractual terms and conditions of employment. If you are employed by the College on a full-time or part-time basis this applies to you, provided that:

- (a) you have been continuously employed for at least 26 weeks at the date of application,
- (b) you have not made another application to work flexibly during the past 12 months.

Before 30 June 2014 the right only applied to the parents of children under 17, or 18 in the case of parents of disabled children, or to those caring for an adult. From 30 June 2014 any eligible employee can apply to work flexibly, for any reason.

6.3 Changes

You can apply for a flexible working arrangement relating to:

- (a) The hours/days you are required to work.
- (b) The times you are required to work.
- (c) Where you are required to work.

6.4 Application

If you wish to apply for flexible working, you must complete the Flexible Working Application form, a copy of which may be obtained from the Business Office.

When you have completed the Application Form, you must submit it to your Manager for initial consideration.

6.5 Criteria for Assessment

Your application will be assessed on the following criteria:

- (a) Any burden of additional costs to the College.
- (b) Ability to meet student, faculty or customer demands, whether internal or external.
- (c) Availability of staff at the right level to take on your work, if this is appropriate.
- (d) Ability to recruit additional staff if required.
- (e) Impact on the quality of your work.
- (f) Impact upon your performance. For example, can you work effectively unsupervised, if, as part of the arrangement, you plan to work from home?

- (g) Is there sufficient work for you during the periods when you propose to work?
- (h) Are there any planned structural changes which will have an impact upon your role?

6.6 Grounds for Refusal

Grounds for refusal of such an application are:

- (a) You are not eligible to apply for flexible working.
- (b) The burden of additional costs to the College.
- (c) The detrimental effect on the ability to meet student, faculty or customer demands.
- (d) Inability to re-organise work amongst existing staff.
- (e) Inability to recruit additional staff.
- (f) Detrimental impact upon the quality of work.
- (g) Detrimental impact upon performance.
- (h) Insufficient work during the periods when you propose to work.
- (i) Health and safety issues if you plan to work at home and you do not have a dedicated space.

6.7 Procedure

A meeting will be held with you to discuss your application within 28 days of receiving your request. You have the right to be accompanied by a fellow worker to this meeting.

You will be given written notification of our decision within 14 days of the meeting.

Written notification will specify the change agreed to your contract of employment and the date to take effect or it will set out the reasons for refusing your application.

If the application is accepted, unless the parties agree otherwise, your Terms and Conditions will change permanently.

6.8 Appeal

If your application is rejected, you will be entitled to appeal by giving written notice to us within 14 days of our decision.

The notice of appeal must set out the grounds of appeal and be signed and dated.

We will arrange an appeal meeting within 14 days of receipt of your notice of appeal and you have the right to be accompanied by a fellow worker to the appeal meeting.

We will send you written notification of the appeal decision within 14 days of the appeal meeting. If you have a complaint, you may wish to raise this under the Grievance Procedure set out in Part Two of this Handbook.

7. WORKING TIME REGULATIONS POLICY

Regulation 4(1) of the Working Time Regulations 1998 (the "Regulations") provides that a worker's average working time, including overtime, shall not exceed 48 hours for each seven-day period (to be averaged over a period of 17 weeks). If your working hours are likely to exceed this amount, you must discuss this immediately with your Manager.

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If you agree that this provision of the Regulations shall not apply to your employment with the College, you must complete a Working Time Waiver Form to opt out of this provision. A copy of the Form may be obtained from the Business Office.

If you change your mind and decide, at any time, during your employment that you want to withdraw your agreement from the opt-out provisions, you must give us three months' prior written notice.

C: DISCRETIONARY BENEFITS AND RELATED POLICIES

1. INTRODUCTION

By choosing to work for Harlaxton College, you will be working for one of the largest and most successful American study abroad programmes in the UK with an excellent reputation for providing a high quality study abroad and cultural learning experience for our students and visiting faculty. In addition the College also utilises its home, Harlaxton Manor, a Grade I listed building of significant architectural interest and its associated 117 acres of grounds to host local and international conferences and events, and as a venue for use by others.

The College has worked hard over the years to provide its employees with attractive and useful benefits as we recognise that our employees are key to the continued success of the College.

In addition to the salary, generous holiday entitlements, flexible working conditions and opportunities for training and development outlined elsewhere in this handbook, the College offers a number of other discretionary benefits which we would encourage you and, in some cases, your family to consider.

We currently offer the following discretionary benefits to all employees:

- Refectory Meals when on duty
- Refreshment Breaks
- Use of the Sports Hall and Fitness Facilities
- Use of the Library and Library Services
- Use of Harlaxton Manor Gardens and Grounds
- Staff Discounts for Functions held at Harlaxton Manor
- Places on College Sponsored Day Trips
- Invitations to Family Events held at Harlaxton Manor
- Lectures and Performances scheduled at Harlaxton Manor
- College Classes and Courses by arrangement
- Support for Further Education
- Hire of Student Videos and DVDs
- Laundry Facilities

When using the College's facilities you and your family members (if applicable) are expected to abide by the College's code of conduct, and any policies and procedures associated with the facility, at all times. If you fail to abide by the College's code of conduct, abuse any of the facility's policies and procedures, breach the College's health and safety policy or behave in, the College's opinion, an inappropriate manner while using the facilities you will be subject to disciplinary action.

All non-resident guests and visitors, and all non-residents off-duty staff, are required to vacate Harlaxton Manor property and grounds by no later than 12 midnight. Guests and non-resident staff with booked overnight accommodation, and staff working on-duty are exempted from this requirement.

We reserve the right to withdraw or amend these discretionary benefits at any time.

Note: For these purposes family members is defined as parents, children, spouse, civil partner, siblings, grandparents and those same relationships engendered by in-laws, adoptions, civil partnerships, guardianships and stepfamilies.

2 REFECTORY MEALS WHEN ON DUTY

The Refectory normally provides a scheduled breakfast, lunch and an evening meal on weekdays and weekends during regular semesters and when summer groups are in residence.

You are welcome to enjoy these meals free of charge:

- When taken in the Refectory;
- When taken during a scheduled work break;
- When taken while you are on duty; and
- When a Refectory food service is being provided.

For most employees, who are on duty during the day, this is likely to mean lunch.

Please note that there will be some occasions, for example when the College does not have any group in residence, when there will be a reduced Refectory food service or, at times, no Refectory food service provided. The College will endeavour to give you as much notice as possible of these occasions so that you are able to make alternative provision, however, the College will not compensate you on these occasions. For the avoidance of doubt, where there is no Refectory food service available you will need to make your own meal arrangements at your own expense.

Please note that all meals must be consumed in the Refectory itself and you will be expected to comply with the same hygiene and related policies and procedures that are applicable to other residents.

Since this benefit is provided to all employees it does not constitute a benefit-in-kind for tax purposes.

3 REFRESHMENT BREAKS

All employees are provided with tea and coffee making facilities in their work place free of charge.

You are required to keep your relevant work place refreshment area(s) clean and tidy and ensure that minimum hygiene levels are maintained. In other words – wash your pots!

4 USE OF THE SPORTS HALL AND FITNESS FACILITIES

The College is fortunate enough to have an onsite sports hall and fitness facilities which you and your family are welcome to use free of charge during normal break times, at the start and end of the working day and on days when you are not working at the College.

Please ensure that you and your family members (if applicable) are medically fit and able to use these facilities and ensure that all equipment is used in an appropriate way and in accordance with any instructions.

All residents (students, faculty and staff) have priority when using the Sports Hall and Fitness facilities.

If planning a visit please check the College Calendar to ensure that there are no scheduled events or sporting activities taking place. Also, if you are visiting on a day that is not a normal working day please check in at Security or Reception before your visit.

All non-employees must be accompanied by you during the visit.

5 USE OF THE LIBRARY AND LIBRARY SERVICES

We are proud of our Library. For a small institution like Harlaxton College it is unusual to have a Library and Library Service that is as comprehensive as ours. From 22,000+ volumes to state-of-the-art online resources, from expert librarians to 24/7 access, Harlaxton College is truly fortunate.

The Library collections include books, online databases and periodicals, videotapes, DVDs and recorded music which you and your family are welcome to use free of charge during normal break times, at the start and end of the working day and on days when you are not working at the College.

Please ensure that you and your family members (if applicable) abide by any applicable Library policies and procedures.

All residents (students, faculty and staff) have priority when using the Library and Library Services.

6 USE OF HARLAXTON MANOR GARDEN AND GROUNDS

Harlaxton Manor is situated in 117 acres of parkland and woodland with a number of ornamental gardens and structures which are kept and maintained to a very high standard. You and your family are welcome to enjoy these areas during normal break times, at the start and end of the working day and on days when you are not working at the College, subject to the gardens and grounds not being used for a scheduled event.

If planning a visit please check the College Calendar to ensure that there are no scheduled events taking place. Also, if you are visiting on a day that is not a normal working day please check in at Security or Reception before your visit.

All non-employees must be accompanied by you during the visit.

7 STAFF DISCOUNTS FOR FUNCTIONS HELD AT HARLAXTON MANOR

Not only is Harlaxton College a great place to work it can also be a great place to hold a special family event. Whether it is a wedding, a reception or another family function, we pride ourselves on our expertise, professional standards and attention to detail and we are pleased to be able to offer qualifying staff a substantial discount on our normal rates.

Harlaxton Manor, used in many historical films and television programming, can provide a unique backdrop for your special day or event. Harlaxton Manor makes an ideal venue, accommodating up to 150* guests for a wedding breakfast and up to 350 for evening buffets*. We can also provide smaller more intimate rooms.

* Maximum numbers are an indication only and depend on room layout

Harlaxton Manor holds a civil wedding licence and provides an unparalleled atmosphere for the wedding ceremony. Harlaxton Manor provides exclusive use and benefits from a large conservatory, extensive grounds, ample parking, a standby power generator and dedicated House, Events and Catering Teams.

If you are interested in holding a family function at Harlaxton Manor, please contact the College's Events Coordinator in the first instance.

7.1 Eligibility

You will be eligible for a staff discount if the event is for you, your spouse, your parents (or step parents) and/or your children (or step children) only; and you are a full-time or part-time employee with sufficient continuous service.

For the avoidance of doubt, you will not be eligible if you are a casual or temporary employee; and events for other family relations (e.g. brothers, sisters, aunts, uncles, cousins, etc.) are not included.

Notwithstanding the above definition, it remains within the College's gift to extend this definition at our discretion.

7.2 Reserved Dates

For commercial reasons the College will always reserve weekend dates in May to August for full fee paying events. If you wish to hold an event on one of these dates then no discounts will apply regardless of your length of continuous service.

7.3 Discounts

The following discounts from the College's normal price list will apply:

Room Hire

Weddings

0-2 years service	No discount
2-5 years service	50 % discount
5-10 years service	75 % discount (to cover set up costs)
10+ years service	100% discount (no hire fee)

Events without Food or Bar (e.g. Conference)

0-2 years service	No discount
2+ years service	50% discount (to cover set up costs)

Events with Food or Bar (e.g. Banquet)

0-2 years service	No discount
2-5 years service	50 % discount
5-10 years service	75 % discount (to cover set up costs)
10+ years service	100% discount (no hire fee)

Menu/Bar/Corkage

As menu book and bar prices (no discounts)

Flowers

- Weddings (Not included)
- Other Events (Not included)

Changing Room/Overnight Accommodation

- Weddings – Room 300 (or similar) included – No additional charge for overnight use
- Other Events – Not included – Use standard accommodation price list if required

8 PLACES ON COLLEGE SPONSORED DAY TRIPS

Harlaxton College operates a comprehensive schedule of travel opportunities for our students and visiting faculty including overnight and day trips to such destinations as London, Oxford/Bath/Stonehenge, Edinburgh, North Wales, the Lake District, York, Cambridge, Paris, Ireland, Stratford, and Italy.

Usually these trips are extremely popular with students and the competition for places is very strong, however, on occasion, there are unfilled places on day trips which the College is happy to offer to you and your family free of charge.

These places on day trips are subject to availability, with students and visiting faculty always having priority, however, if you are interested in joining a day trip please contact the Student Development Office in the first instance.

Please note that if the day trip occurs on one of your normal working days you will need the permission of your Manager and may be required to take the day as holiday leave or make up the time.

If a day trip includes any entrance fees (e.g. museums) you may be asked to pay for these directly on behalf of yourself and your family (if applicable).

9 INVITATIONS TO FAMILY EVENTS HELD AT HARLAXTON MANOR

The College hosts a number of family events during the year to which you and your family will be invited. Details of these events will vary in any given year but two regular events that you may wish to add to your calendar are:

- **Harlaxton 4th July Family B.B.Q.** – This is an informal evening event held in the grounds of Harlaxton Manor to which you and your immediate family only will be invited. Invitations will be sent to you and you will be asked to RSVP.
- **Harlaxton Family Christmas** – This is an informal day event held in the State Rooms of Harlaxton Manor to which you and your immediate family will be invited. Invitations will be sent to you and you will be asked to RSVP (subject to sufficient capacity the College may be able to extend invitations to other members of your family on request).

10 LECTURES AND PERFORMANCES SCHEDULED AT HARLAXTON MANOR

Harlaxton College offers a regular series of lectures and performances which you and your family are welcome to attend.

Harlaxton-sponsored events are free of charge, although some events request a voluntary contribution for performers or for a charity.

Please check the College Calendar or Web Site for a schedule of upcoming events.

11 COLLEGE CLASSES AND COURSES BY ARRANGEMENT

Harlaxton College offers a varied curriculum which contains a core set of courses taught by our resident British Faculty and additional courses taught by Visiting Faculty from a wide variety of Partner Schools and a wide range of disciplines.

We realise that some of these course may be of academic interest to our employees and therefore we wish to extend an invitation to you to audit or join a course if it is of interest to you.

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If you are interested in auditing or joining a course you will need the prior permission of your Manager and the faculty member leading the course and you must be prepared to attend the course on a regular basis and undertake any course work agreed with the faculty member.

We realise that our course timetable and most employee's normal working hours may not allow all employees an equal opportunity to join a course, however, we would encourage you to discuss any opportunities with your Manager who may be able to re-organise your work schedule.

12 SUPPORT FOR FURTHER EDUCATION

Harlaxton College recognises the contribution employees make to its success. It also recognises that to maintain a committed and competent workforce, it needs to ensure that there are adequate training and development opportunities provided for all employees.

Part One of this handbook includes a detailed training policy which primarily relates to an employee's work based training and development needs, however, the College also realises that education can have immense value for its own sake and that employees may wish to pursue a non-work related course of study for reasons of personal development, intellectual challenge, preparation for career change or refreshment in later life.

If you are interested in pursuing a non-work related further or higher education course of study and would like to discuss the possibility of College sponsorship, whether financial or by way of study leave, please contact your Manager in the first instance.

13 HIRE OF STUDENT VIDEOS AND DVDS

In addition to our Library collections, the Student Development Office (SDO) has an extensive collection of entertainment videos and DVDs which you are welcome to borrow on short term loan subject to availability.

Please ensure that you abide by any applicable SDO policies and procedures and please be aware that the SDO reserve the right to make a small charge for this service.

All residents (students, faculty and staff) have priority when using the SDO video and DVD collections.

14 LAUNDRY FACILITIES

The College is fortunate enough to have two onsite laundries which you are welcome to use during normal break times, at the start and end of the working day and on days when you are not working at the College.

The College laundry equipment is coin operated and you will be expected to pay the same charges as residents.

All residents (students, faculty and staff) have priority when using the laundry facilities.

15 USE OF THE BISTRO

Non-resident College employees and casual workers under the age of 18 years are not permitted to be in the Bistro when alcohol is being served.

Non-resident College employees and casual workers are not permitted to bring any outside guests to any student event held in the Bistro.