
BRASENOSE COLLEGE

EMPLOYEE HANDBOOK

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BRASENOSE COLLEGE

INTRODUCTION

Welcome to our College. We would like to wish you every success during your employment whether you recently joined us or whether you are an existing employee. We hope that your experience of working here will be positive and rewarding.

This Employee Handbook is designed both to introduce you to our College and to be of continuing use during your employment.

We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains information on some of the main employee benefits that may be available to you and the policies and procedures relating to your employment. If you require any clarification or additional information please refer to your Line Manager.

Please note that the College provide equal opportunities and are committed to the principle of equality in accordance with legislative provisions. We expect your support in implementing these policies. We will not condone any unlawful discriminatory act or attitude in the course of your employment or in your dealings with our clients, suppliers, contract workers, members of the public or with fellow employees. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

General amendments to the Employee Handbook will be issued from time to time.

JOINING THE COLLEGE

A) PERSONAL INFORMATION

The College's decision to offer you employment took into account the personal information you provided to the College on the basis that it was complete and correct. In the event of such information proving to be untrue or misleading, the College reserves the right to terminate any employment contract offered.

B) PROBATIONARY PERIOD

You join us on an initial probationary period of six months unless advised otherwise. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time.

We reserve the right not to apply our full contractual capability and disciplinary procedures during your probationary period.

C) JOB DESCRIPTION

Where appropriate you will be provided with a written job description of the position to which you have been appointed but amendments may be made to your job description from time to time in relation to the changing needs of the College and your own ability.

D) EMPLOYEE TRAINING/PERFORMANCE REVIEW

At the commencement of your employment you will, where appropriate, receive training for your specific job. The College's policy is to monitor your work performance on a continuous basis so that your strengths can be maximised, and you can be helped to overcome any possible weaknesses.

E) JOB FLEXIBILITY

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within the College which you could reasonably be expected to undertake and which are within your level of skill/competency. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential as the type and volume of work is always subject to change, and it allows the College to operate efficiently and gain maximum potential.

F) MOBILITY

Although you are usually employed at one particular location, it is a condition of your employment that you are prepared, whenever applicable, to work at any other College buildings/premises in the City of Oxford. This mobility is essential to the smooth running of the College.

G) STANDARDS OF DISCIPLINE AND PERFORMANCE

The College requires good standards of discipline and satisfactory standards of work from all members of staff. If your standard of work or conduct falls below an acceptable standard, you will be liable to disciplinary action which may include dismissal.

SALARIES, ETC.

A) ADMINISTRATION

1. Payment

- a. For all staff the pay month is the calendar month. Salaries are paid on or about the twenty fourth day of the current month. Any adjustments for over and underpayments will be made in the following months salary payment.
- b. You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions which have been made and the reasons for them, e.g. Income Tax, National Insurance, etc.
- c. Any pay queries which you may have should be raised with the Assistant College Accountant.

2. Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

3. Income Tax and National Insurance

At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them for tax purposes.

B) LATENESS/ABSENTEEISM

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

C) SHORTAGE OF WORK

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short time working, or alternatively, lay off. If you are placed on short time working, your pay will be reduced according to time actually worked. If you are placed on lay off, you will receive no pay other than statutory guarantee pay.

D) MATERNITY/PATERNITY LEAVE AND PAY

You are entitled to maternity/paternity leave and pay in accordance with the current statutory provisions and Oxford University policy. If you (or your partner) become pregnant you should notify your Line Manager/Head of Department at an early stage so that your entitlements and obligations can be explained to you.

E) PARENTAL LEAVE

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

F) TIME OFF FOR DEPENDANTS

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

Time off can be for any of the following reasons:

- a. To help when a dependant falls ill, gives birth, is injured or assaulted (including mental illness or injury)
- b. To make arrangements for the provision of care for a dependant who is ill or injured
- c. When a dependant dies
- d. To cope with the arrangements for caring for a dependant unexpectedly breaking down.
- e. To deal with an incident involving a child of the employee which occurs unexpectedly during school hours or in circumstances where the school has responsibility for the child

(A dependant is your parent, wife, husband or child, or someone who lives with you as part of the family (other than an employee of the family) attendant, lodger or boarder. It may also be someone who relies on you in particular circumstances of an illness, injury or assault until resumption of normal care arrangements.)

Your right to unpaid time off only applies if, as soon as is reasonably practicable, you tell the College why you are absent and (unless you have already returned to work) for how long the absence is likely to last.

G) COMPASSIONATE LEAVE

There may be circumstances that require you to take time off to attend to family, domestic or other matters which are not covered by any statutory entitlements. Any such time off should normally be taken as part of your annual holiday entitlement, although in certain circumstances you may be granted reasonable leave, which may be paid or unpaid, for these purposes. You should discuss any requests for compassionate leave with your Line Manager.

H) WORKING TIME REGULATIONS

The Working Time Regulations 1998, which came into force on 1st October 1998, include provisions that:

1. you are entitled to a daily in-work rest break of 20 minutes if your daily working time is more than 6 hours (for members of staff under 18 years of age, the entitlement is to a 30 minute in-work rest break if daily working time is more than 4.5 hours.)
2. you are entitled to a daily rest period of 11 consecutive hours between each working day (for members of staff under 18 years of age, the entitlement is to a 12 hour daily rest period in each 24 hour period.)
3. you are entitled to a weekly rest period of 24 hours in each 7 day period which may be averaged over a two week period i.e. two days' rest over a fortnight (for members of staff under 18 years of age, the entitlement is to two days' rest in each week which cannot be averaged.)
4. your average working time should not exceed 48 hours a week, normally averaged over a 17 week period, unless you have signed an agreement to opt out of this limit. (There are no separate rules for members of staff under 18 years of age.)

The College believes that your hours of work will comply with these provisions, but if at any time you think this may not be the case you should immediately advise your Line Manager.

HOLIDAY ENTITLEMENT AND CONDITIONS

A) ANNUAL HOLIDAYS

1. Your annual holiday entitlement is shown in your individual statement of main terms of employment (form SMT).
2. It is the College's policy to encourage you to take all of your holiday entitlement in the current holiday year. You may, in exceptional circumstances only, and with the prior permission of the Bursar/Domestic Bursar, carry forward any unused annual holiday up to a maximum of 5 days in any one year (pro rata for part years). Any annual holiday entitlement carried forward must normally be taken by the following 31st December. Any such holiday carried forward and not taken will be lost and no payment in lieu will be made except in the case of the termination of employment (see below).
3. You should complete form HR for all holiday requests, have it signed by your Line Manager who will, where appropriate, consult the Bursar/Domestic Bursar before making any firm holiday arrangements.
4. Holiday requests will only be considered if you present them on form HR and agreed holiday dates will be allocated to ensure that operational efficiency and minimum staffing levels are maintained throughout the year.
5. You should normally give at least one month's notice of your intention to take holidays and one week's notice is required for odd single days.
6. You may not normally take more than three working weeks consecutively.
7. Your holiday pay will be at your normal basic pay unless shown otherwise on your statement of main terms (Form SMT).
8. Members of staff are required to reserve five days of their annual entitlement to take during the Christmas period. If because of the date you commenced employment you have not accrued sufficient holiday entitlement to cover these periods you will be given unpaid leave of absence. If you have accrued sufficient holiday entitlement to cover the Christmas period you are required to use it, you may not normally take unpaid leave during the Christmas period. Unpaid leave will only be granted in exceptional circumstances, permission can only be granted by the Bursar/Domestic Bursar.
9. In the event of the termination of your employment any holidays accrued but not taken will be paid for. However, in the event of you having taken holidays in the current holiday year, which have not been accrued pro-rata, then the appropriate payments will be deducted from your final wages/salary. This is an express written term of your contract of employment.

C) PUBLIC/BANK HOLIDAYS

Your entitlement to public/bank holidays and to any additional payment which may be made for working on a public/bank holiday is shown in your individual statement of main terms of employment.

Members of the support staff may be required to work on any public/bank holidays which fall in the University Full Term.

SICKNESS/INJURY PAYMENTS AND CONDITIONS

A) NOTIFICATION OF INCAPACITY FOR WORK

1. You must notify the College by telephone at the earliest possible opportunity and no later than 9.00 am on the first day of incapacity. Notification should be made personally (or if you are unable to do so, then by a relative, neighbour or friend). All staff should notify their Head of Department or, if not available, leave a message with the Lodge. Members of the Administrative staff should notify the Bursary (01865 277878/277880). You should try to give some indication of your expected return date and notify the College as soon as possible if this date changes.
2. If your incapacity extends to more than seven days you are required to notify the College of your continued incapacity once a week thereafter, unless otherwise agreed.

B) EVIDENCE OF INCAPACITY

1. Doctors' certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must sign a self-certification absence form on your return to work.
2. If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate and forward this to the College without delay. Subsequently you must supply the College with consecutive doctor's medical certificates to cover the whole of your absence.

C) PAYMENTS

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

	<u>Full Pay</u>	<u>Half Pay</u>
First three months of service	2 weeks	2 weeks.
Remaining nine months of first year	2 months	2 months.
Second and third year of service	3 months	3 months.
Fourth and fifth year of service	5 months	5 months.
After fifth year of service	6 months	6 months.

The payments described above are the maximum and employee would be contractually entitled to in a rolling 12 month period.

4. Any days of contractual sickness/injury payments which qualify for SSP will be offset against SSP on a day to day basis. An offset will be made for any other state benefits received if you are excluded or transferred from SSP.
5. If you are entitled to any contractual payments in excess of SSP and your entitlement expires, full or part payment may be allowed at the discretion of the College where it is considered that there are special circumstances warranting it.

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6. Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which the College may have made to you because of the absence (including SSP) shall be repaid by you to the College up to an amount not exceeding the amount of the compensation or damages paid by the third party.

D) RETURN TO WORK

1. You should notify your Head of Department/the Bursary as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
2. If you have been suffering from a serious infectious or contagious disease or illness (e.g. rubella, hepatitis, etc.) you must not report for work without clearance from your own doctor.
3. On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form, inform your Line Manager and hand the form to the Assistant Accountant.
4. Upon returning to work you may be interviewed by your Line Manager for the purposes of ascertaining your well-being.

E) GENERAL

1. Submission of a medical certificate or sickness self-certification absence form, although giving the College the reason for your absence, may not always be regarded by the College as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to the College.
2. In deciding whether your absence is acceptable or not the College will take into account the reasons and extent of all your absences, including any absence caused by sickness. The College cannot operate with an excessive level of absence as all absence, for whatever reason, reduces the effectiveness of the service the College provides.
3. The College will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.
4. If it is considered necessary, you may be asked to give your permission for the College to contact your doctor or arrange for you to be independently medically examined.

SICKNESS SELF-CERTIFICATION ABSENCE

Form SCA

This form should be completed on your return to work following any period of sickness.

If you are returning to work after a period of sickness of more than 7 calendar days a medical certificate or certificates should already have been provided to cover the period of absence in excess of these first seven days.

NAME:			
Dates of sickness (Including non-working days)			
FROM		TO	
_____	am/pm	_____	am/pm
_____	day	_____	day
_____	date	_____	date
Dates of absence			
FROM		TO	
_____	am/pm	_____	am/pm
_____	day	_____	day
_____	date	_____	date
Details of sickness or injury			
<p>Did you consult a Doctor? YES/NO. If YES please give details of: Doctor's name, address, date of visit, treatment received and any current treatment. If NO please state why not.</p>			
Declaration			
<p>I certify that I was incapable of work because of my sickness/injury on the dates shown above and that this information is true and accurate.</p>			
<p>I acknowledge that false information will result in disciplinary action.</p>			
<p>I hereby give my employer permission to verify the above information.</p>			
Signed _____		Acknowledged _____	
(employee)		(for employer)	
Date _____			

OTHER BENEFITS

A) PENSION SCHEME

The College has two contributory pension scheme, The University of Oxford Staff Pension Scheme (OSPS) and the Universities Superannuation Scheme (USS). The College holds a contracting out certificate in respect of these schemes. You will automatically be enrolled in the applicable scheme unless you specifically elect, in writing, not to join. The College will not pay employer contributions to any other schemes. Details are available from the Assistant College Accountant.

B) TRAVEL LOAN

You are able to apply for an interest free loan to enable you to purchase an annual season ticket for travel on public transport. The loan is normally repaid to the College by deduction from your wage/salary. Further details are available from the Assistant College Accountant.

SAFEGUARDS

A) RIGHTS OF SEARCH

1. Although the College does not have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on College premises, you are asked to assist in this matter should it be felt that such a search is necessary.
2. The College reserves the right to call in the police at any stage.

B) CONFIDENTIALITY

1. All information that:-
 - a. is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence,
 - b. relates particularly to the affairs of the College, Fellows, students, staff or visitors, or that of other persons or bodies with whom the College has dealings of any sort, and
 - c. has not been made public by, or with the College's authority,shall be confidential, and (save in the course of College business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without the written consent of the College.
2. You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with the College, or at any other time upon demand, return to the College any such material in your possession.

C) COPYRIGHT

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with the College, is the property of the College and the College's copyright. At the time of termination of your employment with the College, or at any other time upon demand, you shall return to the College any such material in your possession.

D) STATEMENTS TO THE MEDIA

Any statements to reporters from newspapers, radio, television, etc. in relation to the College will be given only by the Principal or his authorised representative.

E) INVENTIONS/DISCOVERIES

An invention or discovery made by you will normally belong to you. However, an invention or discovery made by you will become the property of the College if it was made:-

- a. in the course of your normal duties under such circumstances that an invention might reasonably be expected to result from those duties;
 - b. outside the course of your normal duties, but during duties specifically assigned to you, when an invention might reasonably be expected to result from these;
 - c. during the course of any of your duties and at the time you had a special obligation to further the interests of the College arising from the nature of those duties and your particular responsibilities.
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F) COMPUTER SYSTEMS

Brasenose College has subscribed to the guidelines regarding computing and network rules, etiquette and security, produced by the University Computing Service on behalf of Oxford University. You must abide by these guidelines. Statements referred to can be found at the following address on the University site of the world wide web, the address of which is:-

<http://www.ox.ac.uk/it/rules>

G) VIRUS PROTECTION PROCEDURES

In order to prevent the introduction of virus contamination into the software system the following must be observed:-

- a. Unauthorised software including public domain software, magazine cover disks/CDs or Internet/World Wide Web downloads must not be used.
- b. All software must be virus checked using standard testing procedures before being used.

H) INTERNET

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

I) E-MAIL

There are a number of legal points which arise from the use of E-Mail, both internally within the College and externally over the internet. To protect your own and the College's interest, please make sure you apply the following :-

YOU MUST NOT

1. Respond to "Junk Mail" or give warnings to new E-mail viruses.
2. Forward or respond to chain letter-type E-mail.
3. Make comment, or statements which could in any way be contrived to be defamatory however innocent you consider them to be.
4. Include any information in your E-mail which is protected by copyright i.e. it is copied or published without the consent of the author.
5. Initiate or forward an E-mail which contains obscene or pornographic material.
6. Initiate or forward E-mail which could be considered to constitute an act of Harassment or be discriminatory. There are a number of laws which prohibit discrimination on the ground of sex, race and disability.
7. Disclose information which is protected by embargo or could in any way be considered confidential to the College and/or the employees.
8. Make any statements via E-mail which intentionally or unintentionally create a binding contract or make negligent statements.

The College reserves the right to monitor the use of the internet and e-mail.

Failure to comply with the above policy may result in disciplinary action that may lead to dismissal.

J) DATA PROTECTION

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

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

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

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

K) PERSONAL DATA

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

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

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

Your consent to the transfer and disclosure of personal data as set out above shall apply regardless of the country or residence of the person to whom the data is to be transferred. Where the disclosure or transfer is to a person resident outside the European Economic Area, the College shall take reasonable steps to ensure that your rights and freedoms in relation to the processing of the relevant personal data are adequately protected.

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

L) ACCESS TO PERSONAL FILES

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

M) BEHAVIOUR AT WORK

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

N) GIFTS/BENEFITS

You must not make personal profit from the College's activities nor receive any gift, other than occasional gifts of low monetary value, e.g. a diary, small box of chocolates etc., or benefit from any person or organisation supplying goods to or dealing with the College.

O) CLOSED CIRCUIT TELEVISION

Closed circuit television cameras operate on College premises in the interests of both the College and all members of staff. The College reserves the right to use any evidence obtained in this manner any disciplinary issues.

STANDARDS

A) OPERATION EFFICIENCY

1. The College maintains a policy of "minimum waste" which is essential to the cost-effective and efficient running of all College activities.
2. You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc., and the following points are illustrations of this:-
 - a. Handle machines, equipment and stock with care.
 - b. Turn off any unnecessary lighting and heating. Keep doors closed whenever possible.
 - c. Ask for other work if your job has come to a standstill.
 - d. Start with the minimum of delay after arriving for work and after breaks.
3. The following provision is an express written term of your contract of employment:-
 - a. Any damage to vehicles, stock, equipment or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement.
 - b. Any loss to the College that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to re-imburse to the College the full or part of the cost of the loss.
4. In the event of failure to pay, the College has the contractual right to deduct such costs from your pay.

B) STANDARDS OF DRESS

It is important that you present a professional image with regard to appearance and standards of dress. Where uniforms are provided, these must be worn at all times whilst at work and laundered on a regular basis. Where uniforms are not provided, you should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times.

C) HOUSEKEEPING

From the point of view of hygiene, safety and of appearance, all work areas must be kept clean and tidy at all times.

HEALTH, SAFETY, WELFARE AND HYGIENE

A) SAFETY

1. You should make yourself familiar with the College's Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
2. You must not take any action which could threaten the health or safety of yourself, other employees, Fellows, students, visitors or members of the public.
3. You must ensure that you are aware of the College's fire and evacuation procedures and of the action you should take in the event of such an emergency.
4. Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.
5. You should report all accidents and injuries at work, no matter how minor, in one of the accident books which can be found in the Lodge, Kitchen and Frewin Curator's office.

B) REFRESHMENT MAKING FACILITIES

The College provides refreshment making facilities for your use, which must be kept clean and tidy at all times. Members of staff who have fixed breaks may only use these facilities at such times. All other members of staff may use these facilities at any time provided such use does not interfere with the performance of their job duties.

C) SMOKING POLICY

The College's smoking policy must be observed at all times. You are not permitted to smoke anywhere inside College premises other than the designated areas outside the kitchen and in the staff rooms.

D) ALCOHOL & DRUGS POLICY

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

The effects of alcohol and drugs can be numerous:-
(these are examples only and not an exhaustive list)

- a. absenteeism (e.g. unauthorised absence, lateness, excessive levels of sickness, etc.)
- b. higher accident levels (e.g. at work, elsewhere, driving to and from work)
- c. work performance (e.g. difficulty in concentrating, tasks taking more time, making mistakes, etc.).

If your performance or attendance at work is affected as a result of alcohol or drugs, or the College believes you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

E) HYGIENE

1. You are expected to maintain a high standard of personal hygiene at all times.
2. Any exposed cut or burn must be covered with a first-aid dressing.
3. If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
4. Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

F) HYGIENE FOR CATERING STAFF

1. You must wash your hands immediately before commencing work and after using the toilet.
2. Any cut or burn on the hand or arm must be covered with an approved dressing.
3. Head coverings and overalls/uniforms, where provided, must be worn at all times.
4. No jewellery should be worn, other than wedding rings, without the permission of the Head Chef.
5. You should not wear excessive amounts of make-up or perfume and nail varnish should not be worn.
6. If you are suffering from an infectious or contagious disease or illness, or have a bowel disorder, boils, skin or mouth infection, you must not report for work without clearance from your own doctor.
7. Contact with any person suffering from an infectious or contagious disease must be reported and you must have clearance from your own doctor before commencing work.

GENERAL TERMS OF EMPLOYMENT, INFORMATION AND PROCEDURES

A) CHANGES IN PERSONAL DETAILS

You must notify the Bursar's Secretary of any change of name, address, telephone number, etc. within two weeks, so that accurate information can be maintained on the College's records and contact can be made with you in an emergency, if necessary, outside normal working hours.

B) OTHER EMPLOYMENT

If you already have any other employment or are considering any additional employment you should notify the College so that any implications arising from the current working time legislation can be discussed with you and whether it potentially impacts on your position with the College.

C) TIME OFF

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of your Line Manager, who, where appropriate, will consult the Bursar or Domestic Bursar.

D) BEREAVEMENT LEAVE

Individuals reactions to bereavement vary greatly and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with your Line Manager, who will consult the Bursar or Domestic Bursar before agreeing to time off.

E) TRAVEL EXPENSES

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

F) EMPLOYEES' PROPERTY

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

G) LOST PROPERTY

Articles of lost property should be handed in to the Lodge where they will be retained whilst attempts are made to discover the owner.

H) MAIL

Private mail should not be sent to you at College. No private mail may be posted at the College's expense except in those cases where a formal re-charge arrangement has been made.

I) TELEPHONE CALLS/MOBILE PHONES

Telephones are essential for College business. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing calls can only be made with the prior permission of your Manager. Personal mobile phones should be switched off during working hours unless prior arrangements have been agreed with your Manager.

J) COLLECTIONS FROM EMPLOYEES

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

K) FRIENDS AND RELATIVES CONTACT

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

L) PUBLIC INTEREST DISCLOSURE

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

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

- a. committing a criminal offence
- b. failing to comply with a legal obligation
- c. a miscarriage of justice
- d. endangering the health and safety of an individual
- e. environmental damage
- f. concealing any information relating to the above

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

You should in the first instance report any concern you may have with your Line Manager/Head of Department. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate organisation or body, e.g. the Police, the Environmental Agency, the Health and Safety Executive.

The College encourages you to use the procedure if you are concerned about any wrong doing at work. However, if the procedure has not been invoked in good faith (e.g. for malicious reasons or in pursuit of a personal grudge), then it will make you liable to immediate termination of employment or such lesser disciplinary sanction as may be appropriate in the circumstances.

WHISTLE-BLOWERS

1. If you believe that the company is involved in any form of wrongdoing such as:
 - a. committing a criminal offence;
 - b. failing to comply with a legal obligation;
 - c. endangering the health and safety of an individual;
 - d. environmental damage; or
 - e. concealing any information relating to the above

you should in the first instance report your concerns to a Director who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate organisation or body, e.g. the Police, the Environment Agency, Health and Safety Executive or Social Services Department.
2. If you do not report your concerns to a Director you may take them direct to the appropriate organisation or body.
3. The Public Interest Disclosure Act 1998 prevents you from suffering a detriment or having your contract terminated for 'whistle-blowing' and we take very seriously any concerns which you may raise under this legislation.
4. We encourage you to use the procedure if you are concerned about any wrong doing at work. However, if the procedure has not been invoked in good faith (e.g. for malicious reasons or in pursuit of a personal grudge), then it will make you liable to immediate termination of engagement or such lesser disciplinary sanction as may be appropriate in the circumstances.

CAPABILITY PROCEDURES

A) INTRODUCTION

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

B) JOB CHANGES/GENERAL CAPABILITY ISSUES

1. If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.
2. If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.
3. If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.
4. If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES

1. Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.
2. There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

D) SHORT SERVICE STAFF

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal but you will retain the right to a hearing and you will have the right to appeal.

DISCIPLINARY PROCEDURES

A) INTRODUCTION

1. It is necessary to have a minimum number of rules in the interests of the whole organisation.
2. The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.
3. Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
4. The following rules and procedures should ensure that:-
 - a. the correct procedure is used when requiring you to attend a disciplinary hearing;
 - b. you are fully aware of the standards of performance, action and behaviour required of you;
 - c. disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
 - d. you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;
 - e. other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee at all stages of the formal disciplinary process;
 - f. you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
 - g. if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

B) DISCIPLINARY RULES

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook, a breach of other specific conditions, procedures, rules etc. that are contained within this handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

(These are examples only and not an exhaustive list.)

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

- a. failure to abide by the general health and safety rules and procedures;
- b. smoking in designated non smoking areas;
- c. unauthorised consumption of alcohol on the premises;
- d. persistent absenteeism and/or lateness;
- e. unsatisfactory standards or output of work;
- f. inappropriate behaviour towards fellows, students, visitors and other members of staff;
- g. rudeness towards members of the College, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- h. committing any act of discrimination;
- i. failure to devote the whole of your time, attention and abilities to the College and its affairs during your normal working hours;
- j. failure to carry out all reasonable instructions or follow our rules and procedures;
- k. unauthorised use of, or negligent damage to, or loss of our property;
- l. failure to report immediately any damage to property or premises caused by you; and
- m. unauthorised use of E-mail and Internet.

D) SERIOUS MISCONDUCT

1. Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.
2. You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

E) RULES COVERING GROSS MISCONDUCT

(These are examples only and not an exhaustive list.)

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

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

F) DISCIPLINARY PROCEDURE

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

OFFENCE	FIRST OCCASION	SECOND OCCASION	THIRD OCCASION	FOURTH OCCASION
UNSATISFACTORY CONDUCT	Formal verbal warning	Written warning	Final written warning	Dismissal
MISCONDUCT	Written warning	Final written warning	Dismissal	
SERIOUS MISCONDUCT	Final written warning	Dismissal		
GROSS MISCONDUCT	Dismissal			

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

G) DISCIPLINARY AUTHORITY

The operation of the disciplinary procedure contained, in the previous section, is based on the following authority for the various levels of disciplinary action. However, the list does not prevent a higher or lower level of seniority, in the event of the appropriate level not being available, or suitable, progressing any action at whatever stage of the disciplinary process.

Formal verbal warning	Domestic Bursar/Bursar
Written warning	Domestic Bursar/Bursar
Final written warning	Domestic Bursar/Bursar
Dismissal	Domestic Bursar/Bursar/Principal

H) PERIOD OF WARNINGS

1. Formal verbal warning

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

2. Written warning

A written warning will normally be disregarded for disciplinary purposes after a twelve month period.

3. Final written warning

A final written warning will normally be disregarded for disciplinary purposes after a twelve month period.

I) GENERAL NOTES

1. If you are in a supervisory or managerial position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.
2. In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.
3. Gross misconduct offences will result in dismissal without notice.
4. You have the right to appeal against any disciplinary action.

CAPABILITY/DISCIPLINARY APPEAL PROCEDURE

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

GRIEVANCE PROCEDURE

1. It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
2. Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.
3. You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.
4. If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with the person specified in your Statement of Main Terms of Employment, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
5. If you wish to appeal you must inform either the Bursar or the Principal within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the company will be represented by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting).
6. Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.
7. If the problem has not been resolved within ten working days you should bring the matter to the attention of the next level of management, being either the Bursar or the Principal.

A decision reached at this meeting is final.

CODE OF PRACTICE RELATING TO HARASSMENT

1. The College has adopted the University's Code of Practice relating to Harassment, which is reproduced at the end of this section.
2. The College is committed to protecting Junior Members, Senior Members and College Staff from harassment and has adopted the University's Principles and Definition of harassment as set out in the Code of Practice which is reproduced at the end of this section.

The College's policy is that harassment within and between these groups is unacceptable.

3. *Junior or Senior Members of the College* (Members of the staff should refer to paragraph 4) who are considering making allegations of harassment may seek advice and help from the following individuals:
 - (i) Principal, Bursar, Domestic Bursar, Senior Tutor, Dean, Chaplain.
 - (ii) Members of the Advisory Panel on Harassment.

The Advisory Panel (at least one of whom shall be a woman) consists of two Fellows and one Assistant Dean (or an individual in lieu). The Senior Members are appointed by the Governing Body on the recommendation of the Nominating Committee (subject to the concurrence of the JCR President). The Assistant Dean or alternate is appointed by the Governing Body on the recommendation of the Dean. With the assent of the complainant, a Member of the Advisory Panel approached may involve either or both of the other Members. The names of members of the Panel are published in the Lodge.

When the allegations are against a member of the staff, the relevant Head of Section should be included in the proceedings - see list in paragraph 4. It is hoped that allegations of harassment can be resolved satisfactorily at this stage by informal means (subject to the complainant's agreement), as instanced in the University's Code of Practice, paragraph 5.

4. *Members of the Staff* who are considering making allegations of harassment should seek advice and help from their Head of Section in the first instance, or if the allegation concerns the Head of Section, from the Bursar.

The Heads of Section are:

Bursar	-	Information Technology and Secretary.
Domestic Bursar	-	for all staff concerned with the domestic management of the College.
Senior Tutor	-	for the College Office (including the Principals' and Fellows' secretaries).
Fellow Librarian	-	for the Library staff.
College Accountant	-	for the Bursary staff.

5. Formal procedures shall be via either:-
 - (a) the College's Disciplinary Procedures for Non-Academic Staff where allegations concern members of the staff.

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- or (b) where the allegations concern members (Senior and Junior) of the College, a Harassment Complaints Tribunal consisting of the Principal, the Vice-Principal and one other senior Fellow chosen according to the nature of the case (by the Principal in consultation with the Vice-Principal). If practicable, the Tribunal shall include members of both sexes. In any case where the allegation is one of sexual harassment there shall be an additional member being a woman appointed from outside the Fellowship. The Tribunal will deal formally with complaints relating to Senior and Junior Members of the College not resolved informally to the satisfaction of the complainant under the procedures in paragraph 3 above, or with cases of such gravity that informal procedures are inappropriate. The Tribunal's procedures are set out in Section 11.

Note: Cases in which there is *prima facie* evidence of criminal behaviour may be handed over to the appropriate authorities, with the consent of the complainant.

6. The College will seek to protect *bona fide* complainants from explicit or implicit threats of reprisal.
7. The College will regard as a serious disciplinary offence any accusations of harassment known by the complainant to be false.
8. The need for confidentiality is emphasised. Confidentiality will be breached only with the knowledge and consent of the complainant.
9. Complainants may at any time discontinue the proceedings of the Advisory Panel or the Harassment Tribunal in which case such proceedings automatically lapse.
10. Complaints relating to members of other Colleges should be made via the University's Advice procedure as detailed in the Code of Practice at the end of this section.

Note: The Code does not apply to cases where the allegation is of criminal behaviour since legally no further procedure is possible on the part of the College. All such cases will be for determination by the relevant authorities. If during the investigation of a complaint, it appears that there is evidence of criminal behaviour, the College procedure will be discontinued. The complainant will be offered the option of referral of the complaint to the relevant authority.

Procedures to be followed by the Harassment Complaints Tribunal

- (i) Where either (a) attempted informal resolution of the harassment complaint is unsatisfactory to the complainant, or (b) the alleged behaviour is sufficiently serious for informal resolution to be thought by the complainant to be inappropriate, the matter shall be referred to the Harassment Complaints Tribunal.
 - (ii) The Tribunal shall investigate the matter formally, ensuring that fair procedures are observed during the conduct of the investigation. It shall allow both parties to be accompanied by a member of the College at any hearings, which in the first instance shall be held with the parties separately.
 - (iii) The Tribunal may, where it thinks appropriate, suspend any tutorial relationship (when the complaint is against a tutor) or require Junior Members to absent themselves from the College during the formal investigation (where the complaint is against a Junior Member).
 - (iv) If the Tribunal is satisfied that a complaint is well founded it shall make a report of its findings together with its recommendations to the Governing Body. The Tribunal may recommend any disciplinary or other action which is available to the College against Senior and Junior Members.
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The Governing Body shall receive the Tribunal's report of its findings and recommendations and take such action as it thinks appropriate. Before taking such action the Governing Body shall give the person against whom the finding has been made an opportunity to state their case.

Note: The Harassment Complaints Tribunal is there to deal with allegations of harassment against Senior and Junior Members of the College. Where the complaint is against a member of the College staff it is dealt with under the College's Code of Discipline for employees.

The University Code of Practice relating to Harassment

Principles and Definition

1. Harassment is an unacceptable form of behaviour. The University is committed to protecting members, staff, and any other person for whom the University has a special responsibility from any form of harassment which might inhibit them from pursuing their work or studies, or from making proper use of university facilities. Complaints of harassment will be taken seriously and may lead to disciplinary proceedings.
2. For the purpose of this code, harassment may be broadly understood to consist of unwarranted behaviour towards another person, so as to disrupt the work or reduce the quality of life of that person, by such means as single or successive acts of bullying, verbally or physically abusing, or ill-treating him or her, or otherwise creating or maintaining a hostile or offensive studying, working, or social environment for him or her. Harassment relating to another's sex, sexual orientation, religion, or race are among the forms of harassment covered by this code. Unacceptable forms of behaviour may include unwelcome sexual advances, unwelcome requests for sexual favours, offensive physical contact or verbal behaviour of a sexual nature, or other hostile or offensive acts or expressions relating to people's sex, sexual orientation, religion, or race. The abuse of a position of authority, as for example that of a tutor or supervisor, is an aggravating feature of harassment. Those protected by this code may appropriately seek advice in relation to harassment even if the conduct in question is not sufficiently serious to warrant the institution of disciplinary proceedings.
3. Being under the influence of alcohol or otherwise intoxicated will not be admitted as an excuse for harassment, and may be regarded as an aggravating feature.

Note on confidentiality

It is essential that all those involved in a complaints procedure (including complainants) observe the strictest confidentiality consistent with operating that procedure; an accusation of harassment is potentially defamatory.

Advice

4. Advice may be sought or complaints pursued through any appropriate channel. In addition to other officers, the following people have been specially appointed to give advice in this connection and to answer questions (whether or not amounting to a complaint):

members of the 'Advisory Panel', serving the College. The Advisory Panel consists of senior members appointed by the College with special expertise or interest in relevant aspects of staff welfare.

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5. University advisers (whether Confidential Advisers or members of the Advisory Panel) will discuss the range of options available to inquirers on an entirely confidential basis. Where there is a complaint of harassment, an adviser will normally seek to resolve the problem informally in the first instance, unless it is appropriate to proceed otherwise, and the inquirer so wishes. Subject to obtaining the consent of the complainant, an adviser may discuss the question with the person against whom the complaint is made, or with any other relevant parties. In particular, where necessary, for example on account of the gravity of the allegation or because of the intractability of the problem, the adviser may, with the consent of the complainant, involve the head of department (or equivalent authority). College advisers will be guided by college rules, but are likely to proceed on a similar basis.
 6. It is emphasised that the role of advisers is advisory and not disciplinary. All disciplinary matters lie in the hands of the relevant disciplinary bodies.

Discipline

7. If a complaint is not resolved on an informal basis under the procedure set out in paragraph 5, and if the complainant consents, the matter may be referred to the relevant disciplinary body, which will determine whether there is a *prima facie* case under the relevant disciplinary provision and, if appropriate, set in motion disciplinary procedures. The disciplinary procedures which apply to non-academic staff are set out in the Employee Handbook.

Complaints against junior members falling within the scope of the University's regulation on harassment shall be dealt with in accordance with the procedures contained in Tit. XIII of the University's Statutes (also set out in the *Proctors' Memorandum*). Colleges may have their own forms of disciplinary provision.

8. It may be that a complaint either against a member of staff or against a junior member could potentially be heard by more than one disciplinary body. When the person complained against is employed both by the University and by a college, it may be appropriate for the same matter to provide a basis for two separate disciplinary hearings. When the person complained against is a junior member, the complainant will be expected to choose which disciplinary procedure to pursue. If a complainant has previously brought or is in the process of bringing a complaint against the same person, founded wholly or in part upon the same matter, before any other disciplinary body, he or she is responsible for revealing that fact when seeking to institute disciplinary proceedings. It is also incumbent on a disciplinary body to attempt to ascertain, for example by direct inquiry of the complainant, or by consulting other relevant authorities, whether any such other complaint has been instituted: if so, that body must consider whether it is appropriate for the proceedings which are before it to continue.

EQUAL OPPORTUNITIES POLICY

A) STATEMENT OF POLICY

1. We recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and procedure, we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.
2. The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.
3. We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.
4. The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
5. The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.
6. We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

B) RECRUITMENT AND SELECTION

1. The recruitment and selection process is crucially important to any equal opportunities policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
 2. Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.
 3. Job descriptions, where used, will be revised to ensure that they are in line with our equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications.
 4. We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
 5. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
 6. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.
 7. All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.
 8. Short listing and interviewing will be carried out by more than one person where possible.
 9. Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
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10. We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.

11. Selection decisions will not be influenced by any perceived prejudices of other staff.

C) TRAINING AND PROMOTION

1. Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.

2. All promotion will be in line with this policy.

D) MONITORING

1. We will maintain and review the employment records of all employees in order to monitor the progress of this policy.

2. Monitoring may involve:-

a. the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;

b. the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and

c. recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.

3. The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

TERMINATION OF EMPLOYMENT

A) RESIGNATIONS

All resignations by employees must be supplied in writing, stating your reason for resignation.

B) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your individual statement of main terms of employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment.

C) RETURN OF COLLEGE PROPERTY

On the termination of your employment you must return all property belonging to the College which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

D) GARDENING LEAVE

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