



HARLAXTON COLLEGE

EMPLOYEE HANDBOOK

PART ONE

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WELCOME AND INTRODUCTION TO HARLAXTON COLLEGE

Principal's Welcome

Welcome to Harlaxton College!

We are glad you have joined the Harlaxton Team, and we pledge ourselves to do everything we can to make your work life here satisfying and productive. We ask you to work hard, work smart, and be a good colleague and team mate. In turn, we will reward you to the best of our abilities and will seek to make Harlaxton “a good place to work.”

You have already discovered that Harlaxton Manor is a **beautiful place**. We also do very **important work**:

- **Between late August and late April, we are educating American university students—about 150 a semester**—helping them understand Britain and become better global citizens. These are leaders of tomorrow, and our work with them is not wasted.
- **Then in the summers, we are hosting educational groups of various kinds from various places**—American universities, British seniors, young British musicians, choirs and church retreats.
- **Throughout the year, on weekends, we are hosting weddings and receptions, lectures, concerts and other events**—marking passages of life and learning and art, and welcoming our neighbours into our very big, very nice house.
- **We are also maintaining and improving Harlaxton Manor as part of England's magnificent heritage**, passing this historic structure on to the next generation better than we found it.

It is all very much worth doing. And so you are taking on not just an ordinary job, to be done in an ordinary way; you are part of something big and important and lasting. We want to hire people who care about such things and, because they care, give the work their best.

Why all of these pages? It is important that we **communicate well with each other**, and we will do our best to keep you informed on all matters important to your work here. Communication works both ways, so please tell us what we need to know and ask us what you need to know. We give you all these pages so you can find the information you need, when you need it.

If it seems a bit much, well, it is!

There is a lot to take in but, at the end of the day, most of it is

- common sense,
- and good communication,
- and building good relationships,
- and looking out for each other,
- and doing an honest day's work for an honest day's pay.

If we take care of these things, then all the rules and handbooks and policies will pretty much take care of themselves. So, let's work together with a sense of pride and purpose, and let's make your time at Harlaxton some of the best time in your life.

Dr. Gerald Seaman
Principal

An Overview of the Employee Handbook

Introduction

Welcome to your Employee Handbook.

The purpose of the Employee Handbook is to provide employees with basic information about the College, their conditions of employment and key College policies and procedures.

The College aims to provide and promote a safe and harmonious working environment where all employees are treated with dignity and respect based on the fundamental principles of fairness and equality for all.

In serving its students, clients and the public, the College is also committed to the principles of selflessness, integrity, objectivity, accountability, openness, honesty and leadership. It is the responsibility of everyone within the College to ensure that these principles are upheld in all dealings with students, colleagues, clients and the public.

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.

Using This Handbook

This handbook has been designed as an easy reference guide for you and you will be provided with a copy of Part One of this Handbook upon joining the College; please take the time to read it.

Part One of this Handbook contains important information about your terms and conditions of employment. Part One of the Handbook together with your offer letter of employment and your written Statement of Terms and Conditions contained in your contract of employment, collectively comprise your "Contract" with the College and are referred to as such in this Handbook.

Part Two of this Handbook contains several College policies, procedures and useful information that, whilst they do not necessarily form part of your contract of employment, you may find useful and, on occasion, wish to refer to.

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.

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.

Employee Handbook

If you have any questions or comments, please feel free to contact me to discuss them further. Likewise, I would be very happy to receive any suggestions for improvements or additions to the handbook that you may have.

I am grateful to everyone who has been involved in the development of this handbook.

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.

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.

Full details of the College's Equal Opportunities Policy are set out in Part Two of the Employee Handbook.

Health and Safety Policy Statement

The College is committed to excellence in health and safety performance and to meeting its duties of care to the health, safety and wellbeing of its employees and students, as well as others, including visitors, who may be affected by College activities.

All new employees should receive information covering general health and safety practices relating to the College and are to be advised of specific practices within their own work area. Employees have a responsibility to familiarise themselves with any health and/or safety procedures that apply to them in their area of work. This particularly applies to emergency evacuation procedures and those related to reporting an incident at work.

All appointments are subject to compliance with the College's Health and Safety Policy, associated standards and the relevant arrangements for specific areas or activities including the requirements for employees:

- To take care of their own health and safety;
- To take due consideration for the health and safety of others; and
- To not interfere with or misuse facilities that the College has put in place in the interests of health and safety.

A full copy of the College's Health and Safety Policy is available separately.

PART ONE - TERMS AND CONDITIONS OF EMPLOYMENT

1. INDUCTION

It is the aim of the College to ensure that your induction is dealt with in an organised and consistent manner, to enable you to be introduced into a new post and working environment quickly, in order that you can contribute effectively and efficiently as soon as possible.

We believe that all new employees must be given induction training when they join the College. This training is regarded as a vital part of employee recruitment and integration into the working environment. We are also committed to ensuring that all employees are supported during the period of induction, to the benefit of you and the College alike.

2. HOURS OF WORK, OVERTIME AND PLACE OF WORK

2.1 Hours of Work

Your normal hours of work are set out in your contract of employment.

You are expected to report for work punctually at all times and follow timekeeping and absence procedures. A failure in this regard is detrimental to the efficient running of the College and imposes an unnecessary burden on your colleagues.

You have no right to be paid for time not worked due to lateness. Persistent lateness, unacceptable levels of absence and/or unauthorised absence may form the basis for disciplinary action. The Disciplinary Policy and Procedure are set out in Part Two of the Employee Handbook.

We will ensure that you do not work more than an average of 48 hours a week over a 17-week reference period (see Working Time Regulations Policy). All employees are covered by the Regulations unless they choose to opt-out

2.2 Overtime

In order to help us maintain optimum service levels, in addition to your normal hours of work, you may be required to work such additional hours as the needs of the College dictate.

All overtime must be approved in advance by your Manager.

Any overtime worked by you will be paid at a rate specified in your contract of employment or as otherwise notified to you separately by your Manager.

2.3 Place of Work

Your place of work will be at Harlaxton College, Harlaxton, Grantham, NG32 1AG, UK.

In some circumstances, however, it may be possible for you to work from home if it is agreed in advance by your Manager. When working from home you must be contactable during office hours. Please refer to your Manager for full details of the Remote/Home Working Policy and the Health and Safety Executive's Guidance for Employers and Employees.

3. REMUNERATION (PAYMENT OF SALARY)

3.1 Pay Reviews

The College's aim is to ensure that you are properly rewarded for your level of contribution to the College.

Your salary will be reviewed on an annual basis and any pay rise (if applicable) will take effect from a set agreed date each year. For further details, please refer to your Manager.

There is no contractual entitlement to a pay rise.

We cannot guarantee that there will be an annual pay increase.

3.2 Salary Administration - Payment and Deductions

Your salary will be paid by direct transfer into your bank/building society account each month or week. Full details are contained in your contract of employment.

Itemised payslips are sent out to coincide with the above credit transfer.

Any pay changes will be confirmed to you in writing.

When you join or leave the College, your salary will be calculated on a pro-rata basis.

We will make the statutory deductions from your salary in respect of Income Tax and National Insurance contributions. Deductions will also be made, where appropriate, for contributions to the Pension Scheme.

In addition, you authorise the College to make deductions from your salary or any other sums owed to you (e.g. pay in lieu of notice) in respect of the following. Or, if no salary or other sums are owed to you, the College will require repayment for the following:

- (a) Any overpaid salary, sick pay, holiday pay, expenses or other debt owed by you to the College, whether such overpayment was made by mistake, misrepresentation or otherwise.
- (b) The balance repayable of any loan made to you by the College.
- (c) Any losses incurred by the College during the course of your employment, which are caused through your negligence, deliberate or wilful act(s) of misconduct or any dishonesty on your part (following an investigation by us and you being found guilty of the same).
- (d) A day's pay for each day of unauthorised absence from your employment.
- (e) Any other deductions which are required to be made by law, or that you have previously agreed in writing.

You shall be notified of any such deductions not less than seven days in advance of the date on which the deduction shall be made, unless this is not reasonably practicable.

If these deductions would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period at our discretion.

3.3 Income Tax and National Insurance Enquiries

At the end of each tax year, you will be given a Form P60 showing the total pay you have received from the College during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a Form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them if making enquiries with HM Revenue & Customs (HMRC) or the

Department for Work & Pensions (DWP), or if completing a Self-Assessment Form. The law does not allow us to issue duplicate copies.

You should refer any specific Income Tax enquiries to the Business Office. General queries regarding Income Tax should be directed to HMRC at the following address:

Cromwell House
Crusader Road
Lincoln
LN6 7TY

Tel: 0845 302 1449

Please quote the College's PAYE Reference Number (**475/L15483**) and your National Insurance Number.

For National Insurance enquiries, you should refer to your local office, quoting your National Insurance Number.

4. EXPENSES

The College's normal purchasing and payments procedures are to be used for the procurement of all supplies and materials. However, on occasion, staff may incur expenses, most often in relation to travel and subsistence, and are entitled to reimbursement.

All claims for payment of subsistence allowances, travelling and incidental expenses must comply with the College's Expenses Policy and all expense claims are subject to the College's normal checking procedures before a claimant's reimbursement is made. Any substantial expenditure must be agreed in advance with your Manager or the Business Office.

Subject to complying with the College's Expense Policy, you will be reimbursed in full for any authorised expenditure reasonably and necessarily incurred on behalf of the College.

We respect your personal integrity and expect that Expense Forms will be completed honestly, accurately and promptly.

5. ABSENCE FROM WORK

Please also refer to Part Two for our Policies on Maternity, Adoption, Paternity, Parental Leave and Time off Work for Dependents.

5.1 Public/Bank Holidays

The College recognises eight public holidays:

New Year's Day; Good Friday; Easter Monday; The first Monday in May; The last Monday in May;
The last Monday in August; Christmas Day; Boxing Day.

These public holidays are added to your basic annual leave entitlement to give your total bookable leave. Some departments of the College may be required to operate during a public holiday according to operational demands and, therefore, it is inevitable that some employees may have to work on those days from time to time. Where applicable, you will be notified of your requirement to work on those days in the usual way on your work schedule or via your Manager.

We will strive to operate a fair rostering system and will try to ensure that no particular employee is required to work more often on public holidays than other employees.

If you are not working on a public holiday, and this would normally be a working day, you will need to take this as annual leave. Any public holiday taken as leave must be requested and recorded in the same manner as for any other working day (see 5.2)

Public holidays are also treated in the same manner as any other working day in relation to sick leave or other absence, which must be reported in the normal manner (see 6.2)

Part-time employees will be given a pro-rata entitlement for their public holidays.

5.2 Annual Leave

Our annual leave year begins on 1st January and ends on 31st December each year.

Under the Working Time Regulations 1998 (amended) workers, including part-time and most agency and freelance workers, have the right to at least 5.6 weeks of paid leave each year. Your paid annual leave entitlement is detailed in your contract of employment.

You must submit your request for annual leave on a Holiday Request form. All requests for annual leave must be approved by your Manager in advance and approval will be subject to operational requirements.

Holiday requests will be dealt with on a 'first-come, first-served' basis. If, because of a previously authorised holiday for another member of staff, the business of the College would be unduly disrupted by you taking holiday as requested, we may have to refuse your request and ask you to rearrange your holiday for another time. In such cases your Manager will help you select alternative dates which would not unduly disrupt the business of the College. If your leave is refused and it is still taken under these circumstances, you may be liable to disciplinary proceedings.

You must give as much notice as possible and, in any event, at least one month before you take leave of five working days or more. For leave of a shorter duration, three working days' notice is required. Leave must be taken in whole days or half days.

For the first three months of your employment you are normally entitled to take no more than the amount of leave accrued during this period, in addition to any public holidays.

Annual leave entitlement will accrue during sick leave and maternity leave. For the avoidance of doubt, please note that you will not be able to take holidays whilst on maternity leave or on sick leave.

Where a period of approved paid annual leave is lost due to sickness, and where College sickness absence reporting requirements have been met, the relevant number of days will be restored to your annual leave entitlement for the year. If you fall sick before a period of approved annual leave you should discuss rescheduling this with your Manager.

Annual leave entitlement will not accrue during unpaid leave.

We reserve the right to require you to take any unused holiday during your notice period.

Note: A minimum of four weeks annual leave needs to be taken in any one holiday year, including public/bank holidays, and holiday cannot be paid in lieu unless you are leaving the College's employment. We will encourage you to take the minimum requirement of leave.

5.3 Apportioning Leave Entitlement

The following procedure applies in calculating leave entitlement where you join or leave during the leave year or work part-time:

You will receive a certain number of days' annual leave entitlement for each month or part month worked. Fractions of days resulting from the calculation are rounded up or down to the nearest half day. Your monthly accrued entitlement is 1/12 of the holiday leave including Public Holidays, detailed in your contract of employment.

Your annual leave entitlement is calculated on a pro-rata basis by reference to the number of hours worked in an ordinary working week.

5.3.1 Casual Workers

If you are engaged as a casual worker you are entitled to 5.6 weeks' of holiday pay, which is equivalent to 12.07% of your total paid work over the full leave year. Your accrued holiday pay is paid at the end of January of the following year, or on termination of your agreement with the College.

5.4 Carrying Annual Leave Forward

Your annual leave entitlement must be taken within the relevant holiday year and may not be carried forward into the following year (except in special circumstances), subject to the Working Time Regulations and with the prior written approval of the College.

5.5 Cancellation of Leave

With the agreement of your Manager, any leave previously approved may be cancelled and such entitlement taken at a later date.

5.6 Leave Entitlement on Leaving the College

On leaving the College, it is at our sole discretion whether you are required to take any accrued leave entitlement during your period of notice, or whether it is converted to a taxable payment.

If we decide to make you a payment in lieu of annual leave entitlement, the amount payable to you will be the number of annual leave days accrued to date but not yet taken, multiplied by your daily rate of basic salary (and subject to statutory deductions for Income Tax and National Insurance).

If you leave the College having taken annual leave in excess of your accrued entitlement, we will deduct the appropriate amount from your final salary or any other monies owing to you. You hereby authorise any such deduction. Any outstanding balance will become immediately repayable to the College on the termination of your employment and you agree to immediately repay such amount to the College.

5.7 Compassionate Leave

Compassionate leave may be granted at the discretion of your Manager. Circumstances that may justify such leave include the serious illness, death or funeral of a close relative.

Definitions of a 'close' relative include spouse, civil partner, child, parent or a person living in the employee's household as part of the family.

Your request should be made in the first instance to your Manager, and each request will be considered on an individual basis.

There is no contractual entitlement to remuneration for absences relating to compassionate leave, therefore, payment of salary during compassionate leave is at the absolute discretion of the College.

The number of days allowed will depend on the circumstances, and these should be discussed with your Manager. However, the College will consider each case on an individual basis and aims to be as flexible and understanding as possible in times of bereavement.

Generally, absence of up to three days will be granted to make the necessary arrangements as the result of the death of a close relative and to attend the funeral.

Our Policy on Time off Work for Dependants can be found in Part Two of this Handbook.

5.8 Medical and Dental Appointments

In order to ensure the minimum level of disruption to the College, you are requested to make dental, medical or hospital appointments in your own time using lieu-time or holiday leave, whenever possible.

If it is necessary for you to undertake such appointments during normal working hours, you should normally obtain permission from your Manager in advance.

If possible, you should attempt to minimise the time off required by arranging first or last appointments in the day.

Unless there are exceptional circumstances, no more than two hours off work will normally be allowed for any one appointment.

5.9 Public Duties

You are entitled to reasonable time off work during working hours to perform the duties associated with certain positions, such as Justices of the Peace, members of a Local or Police Authority, or statutory Tribunals.

Payment for time off work to cover these duties is at the discretion of your Manager.

5.10 Jury Service/Acting as a Witness

If you are required to attend Court as a witness or serve on a jury, you must inform your Manager immediately. You must report for work on those days/half days when you are not required to be at Court.

You may be required to attend Court every day during the period of jury service. However, it may be possible to release you, either for whole days or half days, during that period of jury service. If this happens, then you must return to work if at all practicable.

You may be entitled to payments from the Court to compensate for partial loss of earnings and a form will be sent with the Jury Summons asking for details. Please pass this to your Manager for completion.

When your period of jury service is completed and you receive payment from the Court, please advise your Manager of the amount received. We will supplement the money you receive from the Court to bring the total up to your basic salary.

6. SICKNESS ABSENCE AND PAID SICK LEAVE

6.1 Introduction

The College is committed to the welfare of its staff and the implementation of policies that provide all members of staff with the appropriate support in relation to their health.

The main aim of this sickness absence policy is to enable sickness absence to be addressed in a fair, consistent and reasonable manner and sets out the procedures and responsibilities of managers and individuals for reporting, recording and managing sickness absence across the College.

It is reasonable to expect all employees to understand that attendance at work which falls below the required standard will be subject to investigation and may lead to disciplinary action.

This policy applies in relation to cases where:

- Health or disability is a significant factor in preventing or limiting the employee's ability to fully perform his/her duties to an acceptable standard;
- Matters relating to long term absences; or
- Frequent persistent/short term absences.

A separate Capability Policy and Procedure exists to encourage and assist employees to meet the standards of performance of the job for which they are employed (once they have satisfactorily completed their probationary period) with the prime objective of improving an individual's performance to the required level wherever reasonably practicable and possible.

Eligibility and entitlements to paid sick leave are outlined in individual contracts of employment.

Employees who fail to follow these sickness absence procedures may lose sick pay and benefits.

Employees who consistently fail to follow the correct procedures for reporting absence or the submission of sick notes (*From April 2010 – Fit Notes*) or who abuse the sickness absence policy and procedure, or fail to attend medical referrals/appointments will be subject to formal disciplinary action.

The College will adopt a fair, supportive, consistent and non-confrontational approach to managing all sickness absences. However, while the College will seek to avoid dismissal on the grounds of ill health, there may be circumstances where there is no reasonable alternative under the operation of this sickness absence procedure.

This policy has been prepared taking into account the Advisory, Conciliation and Arbitration Service (ACAS) guidance on tackling absence problems

6.2 Absence Notification

All absences must be communicated by telephone to your Manager, or a person designated by your Manager, before the start of your normal working day, but certainly within 30 minutes of your normal start time on the first day of illness. If you cannot call yourself, you must arrange for someone else to do this on your behalf. You should try to indicate how long you think you will be away from work so that appropriate cover arrangements can be made.

Contacting the College or your Manager by text message, email or answer phone message is not acceptable, except in exceptional circumstances.

If you do not wish to divulge the reasons for your absence to your Manager then you will need to notify the Business Office in writing within three working days so that a confidential record of reasons is kept.

If your Manager or designated person is not available when the initial call is made, it is your responsibility to ensure that your Manager or the designated person (or the Business Office in case of holiday or absence) is contacted by the end of the first day.

If you are absent for more than three working days, on the fourth day you must personally notify (where possible) your Manager on the likely duration of your absence, unless a medical certificate covering the longer period has already been submitted.

You must inform your Manager or designated person preferably in person or by telephone when you have returned to work or, if you work shifts or irregular hours, when you will next be available for work.

If you are on long term sickness absence you are responsible for keeping in touch with your Manager at least on a monthly basis, the exact timing of which should be agreed with your Manager. Your Manager is responsible for having a positive and constructive dialogue with you and for making a record of all such conversations. This is especially important if you are disabled or may become disabled as a result of your illness/medical condition, and may assist the College in identifying the need for reasonable adjustments required to assist you in your return to work as soon as possible.

Any decision to withhold sick pay for your failure to follow the above procedures will be made by your Manager only after consultation with the appropriate Cabinet member.

6.3 Absence Reporting

In cases of all sickness absence for up to and including seven calendar days (including weekends and days on which you do not normally work) you must complete a Self Certification Form and return it to your Manager who will then forward it to the Business Office. Self Certification is also required for absence due to sickness of half a day – a half a day is the lowest multiplier that will be recorded.

We ask you to exercise common sense about attending work when you are genuinely ill and that you remain at home rather than put yourself at risk by attempting to come in to work and potentially spreading germs and infection around your colleagues.

If you do attend work and your Manager is concerned about your wellbeing, the wellbeing of close colleagues or if there is a health and safety risk, your Manager has the authority to send you home until you are fit enough to come to work. This will still be recorded as sickness absence.

If you leave work or are sent home part way through a morning or afternoon, only a half day will be recorded as sickness absence. Employees who persistently attend work and leave early citing sickness absence or are sent home for this reason will be managed in accordance with this policy and this may result in the employee being subject to disciplinary action.

Sickness absence for eight calendar days or more (including weekends and days on which you do not normally work) must be covered by a Doctor's Medical Certificate. It is your responsibility to forward medical certificates regularly and promptly to your Manager who should forward them to the Business Office until your return. If the medical certificate is dated after your first day of sickness absence then you must complete a Self Certification Form to cover this period.

If your absence continues after the first medical certificate has expired, you must obtain further certificates as necessary to cover the whole period of your absence and these must be forwarded to your Manager immediately on each occasion.

If you fall ill whilst working away or travelling on College business, the same notification process applies. Hotels will have access to details of a locum Doctor or dentist for emergency use and these are normally held at the Hotel's Reception.

Disability related absences should also be recorded using the Self Certification Form. These absences will be recorded separately from non-disability related absences so that employees do not receive less favourable treatment and reasonable adjustments can be made.

The College reserves the right to make contact with you at your home during any period of absence through sickness or injury. This may mean that a College officer may call to see you at a mutually convenient time.

Records of your absence will be maintained in the Business Office and will include the duration of and reasons for your sickness absence. The reason for your sickness is important to enable your Manager to monitor your sickness absence and make them aware of any possible link between your absences and your work environment.

6.3.1 *Fit Notes*

6.3.1.1 Are 'Fit Notes' and 'Sick Notes' really any different?

From 6 April 2010 the Fit Note replaces the old Sick Note as the means by which General Practitioners (GPs) provide information about whether you have a health condition that prevents you from working, that is, it provides evidence of incapacity for work. The range of information contained within a Fit Note is wider and can complement normal good management practice in supporting you to make an earlier, productive and safe return to work.

6.3.1.2 What are the Major Changes?

The most significant change is that the Fit Note will not say if you are definitely fit for work. Previously if you had been signed off sick for a specified period of time (as opposed to a specific date) you were often expected to obtain a sick note to show that you were fit for work – this will no longer be the case. Instead the Fit Note will indicate that you are either:

- **Not fit for work** – this means that the GP considers you to have a health condition that prevents you from working to a specified date or for a specified period of time. The Fit Note will also indicate if the GP wishes to assess fitness for work at the end of the period/at the specified date. If there is no requirement for a further assessment then you simply return to work at the end of the period/at the specified date. If a further assessment is required then you will need to produce a further Fit Note to cover any further period.
- **May be fit for work taking account of the following advice** – this means the GP considers that your condition does not necessarily stop you from returning to work. For example, it may say that you could return to work but that you may not be able to complete all of your normal duties, or that you could benefit from amended working hours. In giving this option the GP will indicate whether you would benefit from a phased return to work, flexible working, amended duties and/or workplace adaptations and may also provide comments on issues such as the functional effects of

your health condition. It is then for the College, in discussion with you, to determine whether a return to work is reasonably possible.

6.3.1.3 What To Do if You Receive a Fit Note

If you receive a Fit Note from your GP you should forward it to your Manager as soon as possible.

Some Fit Notes will simply indicate that you should stay off sick. Whilst others will indicate that, at the specified date/end of period, there is no need for further health assessment by the GP and therefore you should return to your normal duties at that time.

However, some Fit Notes (and it's not yet clear how many) will indicate that the GP suggests that you may be fit to return to work if certain changes can be agreed with the College. If you receive a Fit Note from your GP indicating that you may be fit for work you should contact your Manager to advise them of the content and discuss the possibility of agreeing the basis of an early return. You are encouraged to reach a suitable agreement with your Manager wherever reasonably possible. However, you must not return to work until either you have agreed an early return to work with your Manager or you have reached the specified date/end of period indicated on your Fit Note where that Fit Note also states that further assessment by the GP is not required.

6.4 Failure to Follow Notification and Reporting Procedures

If you fail to follow the sickness absence notification and reporting procedures you may lose College Sick Pay and Statutory Sick Pay (SSP). Any absence that is not reported in accordance with the timings and procedures outlined above, or that is not covered by the appropriate paperwork may be recorded as unauthorised unpaid leave and may result in the suspension of sick pay. The procedure for the suspension of sick pay is as follows:

- (a) In accordance with the Sickness Absence Policy, a meeting will be held with you to discuss the case. Your Manager will outline the circumstances and you will be able to put forward your point of view. You will be given five days written notification of the meeting and you will have the right to be accompanied by a Trade Union Official or a work colleague at such a meeting.
- (b) A decision to withhold sick pay will be confirmed to you in writing and will outline the reasons for the decision.
- (c) You will have a right to appeal against a decision to withhold sick pay under the College's normal appeals process.

If you consistently fail to follow the correct procedures for reporting absence, or fail to submit Self Certification Forms or medical certificates, or abuse the sickness absence policy and procedure, or fail to attend medical referrals/appointments, you may be subject to formal disciplinary action.

6.5 The Process for Managing Absence

For the purpose of managing absences the College will adopt a fair, supportive, consistent and non-confrontational approach in most circumstances however a different approach may be adopted in cases of frequent short term absences and long term absence.

6.5.1 Return to Work Discussion

It is important that your Manager maintain a dialogue with you when sickness absence occurs. A return to work discussion may form one part of that dialogue where either party feels it is appropriate to meet.

If a return to work discussion is requested by either you or your Manager it is recommended that is arranged on the first day of your return to work where possible and this will normally take the form of a brief, informal chat.

For absences of eight calendar days or more, a more formal discussion should take place with the Manager taking notes as appropriate. The main purpose of the discussion will be to:

- a) Welcome you back to work and check that you are fully recovered and able to resume full duties.
- b) If you are not fully recovered and able to resume full duties, but you wish to return to work, where possible, attempts will be made to make any necessary temporary reasonable adjustments to your work and/or your workplace to facilitate your return. If this is not possible you may be sent home. If you are or have become disabled the reasonable adjustments may become 'permanent'.
- c) There may be circumstances when your Manager considers it necessary to refer you to an independent Occupational Health advisor who will advise the College on the your fitness for work and for any work place restrictions of duties, reasonable adjustments to enable you to return to work without ill health consequences. This may include instances when you wish to return to work before the expiry of a medical certificate.
- d) Update you on work related issues.
- e) Provide an opportunity to identify if any of your absences are disability related.

Where your Manager has reason to suspect a work related link to your absence, the cause will need to be identified in an attempt to identify any underlying problem.

If there is a suspicion of misuse of the Sickness Absence Policy, this will be addressed through the College's Disciplinary Policy and Procedure.

6.5.2 Frequent/Short Term Absence

Your Manager will arrange an informal attendance review when your level of sickness gives rise to concern over your wellbeing and your ability to perform your duties satisfactorily. A review will take place when your absence reaches one of the following trigger points, unless you are disabled and there are agreed alternative reasonable adjustment arrangements in place:

- Five or more separate short term sickness absences of at least one working day in a rolling six month period. The cause of such absences may or may not be related.
- A pattern of sickness absences, within any timescale (e.g. similar days of the week, month or year).

An attendance review may also be carried out where there is a cause for concern about your health or sickness record, even though a trigger point has not been reached, in particular if serious disruption is being caused within a team or College department.

6.5.3 Stage 1 - Informal Attendance Review

Your Manager will meet with you to discuss your sickness record taking notes as appropriate. The review will discuss whatever action is appropriate and offer any assistance which is required to improve your attendance record.

During this meeting your Manager will:

- a) Highlight the number of your absences and days lost from work during the relevant period

- b) Identify if there are any underlying causes for your absences (e.g. domestic, welfare or work related issues);
- c) Advise you of the impact of the absences;
- d) Provide you support, advice and guidance if appropriate; and
- e) Identify what support and/or reasonable adjustments could be offered.

Depending on the circumstances it may be necessary:

- To offer you further support, advice and guidance as appropriate
- To refer you to an independent Occupational Health advisor
- To initiate a disability related report
- To progress to a Formal Attendance Review

6.5.4 Stage 2 – Formal Attendance Review

6.5.4.1 Initial Meeting

If the informal review procedure fails to improve your attendance record within a 6 month period, an initial meeting will take place at which you will be advised that your level of absence is not acceptable and that it will be formally monitored over a specific period which will be between one and three months.

During this meeting, your Manager should explore further reasons for absences and ascertain whether or not any assistance could be offered; set interim informal review periods; and set a date for a meeting to consider the results of the monitoring periods.

Interim informal review meetings should take place as required and these meetings should be used to assess progress and take further independent Occupational Health advice as necessary.

Your Manager will record the outcome of these meetings and a copy of these notes will be given to you and a copy sent to the Business Office.

6.5.4.2 First Formal Attendance Review

Following the review period, a formal attendance review meeting should take place in accordance with this procedure. You will be provided with five working days notice of the meeting and 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 meeting will be conducted by your Manager and the purpose of the meeting will be to consider:

- Your attendance over the review period and the reasons given for absence;
- The detrimental effects to job performance caused by your absence and the impact on other members of staff (where relevant);
- Any explanation or mitigation you may offer; and
- Any recommendation received from an independent Occupational Health advisor (where relevant).

Your Manager will then deliberate on the circumstances surrounding your absence and, where concerns still exist, you may be issued with a First Formal Warning. In addition, a further review period will be set and informal review meetings will be arranged.

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. You will be advised of your right of appeal.

6.5.4.3 Second Formal Attendance Review

During the further review period, informal review meetings must take place, as described above, and your Manager will record the outcome of these meetings and a copy of these notes will be given to you and a copy sent to the Business Office.

If your attendance record continues to be unsatisfactory then at the end of the review period a formal review meeting will be arranged with you and conducted by your Manager or a Cabinet Member. You will be provided with five working days notice of the meeting and 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 Manager should consider the same points as in the First Formal Attendance Review and your Manager will record the outcome of this meeting and a copy of these notes will be given to you and a copy sent to the Business Office.

- If the required standards of attendance have been achieved, you will be advised of this and encouraged to sustain the improvement.
- If some reasonable improvement has been made, but not to the required standard, then the review period will be extended by a reasonable period of time.
- If there has been little or no improvement you will be advised that you have failed to improve/meet the required standards and a further review date will be agreed. If available, alternative options will be discussed with you (e.g. transfer to alternative employment, revised hours of work), but you should be aware that, in the absence of other suitable options, termination of your employment may result.

If, having heard your explanation, your Manager remains concerned, you will be given a Final Formal Warning for unsatisfactory attendance. 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. You will be advised of your right of appeal.

6.5.5 Stage 3 - Final Review

Whilst the College will seek to avoid dismissal on the grounds of ill health, by the operation of the procedures outlined in this policy and by complying with its statutory obligations, there may be circumstances where there is no reasonable alternative.

Where ill health dismissal is to be considered a final review meeting will be arranged with you and conducted by a Cabinet Member. You will be provided with five working days notice of the meeting and 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 Cabinet member will be provided with a report from your Manager detailing your absences, the actions taken to date, the options considered, the steps taken to assist you to return to work or improve your attendance, any medical evidence and the impact of your absences. This report will also be provided to you. The Cabinet member will also be provided with the most up to date medical assessment from an

independent Occupational Health advisor and/or your GP (where appropriate). You will also have the right to submit your own medical information if you so wish.

The Cabinet member will review and consider all this information and will provide you with the opportunity to explain/clarify your position. Once satisfied that all reasonable assistance has been/is being given to you to assist you in your return to work, the Cabinet member will adjourn the meeting to consider all the facts before reaching a final decision. The Cabinet member will then inform you of his/her decision in writing.

Where there are no alternative options acceptable to the College, you will be advised that you will be dismissed on the grounds of incapability due to ill health subject to the notice provisions in your contract of employment.

You will be advised at the meeting and in writing of your right of appeal, and the outcome of the meeting will be confirmed in writing.

6.5.6 Stage 4: 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.

6.5.7 The Role of Occupational Health Advice

In order that the College is able to effectively manage the health of its workforce, you may be referred to, and required to attend, an independent Occupational Health advisor in relation to your sickness absence. This may include referral for:

- (a) Long term (more than four weeks absence) or continuing sickness absence for advice on any restrictions or job modifications required either in the short term or long term; or where there is not a clear indication of a likely date for return to work.
- (b) Persistent or recurrent short-term absence amounting to 12 calendar days or six periods of sickness absence in a rolling 12 month period.
- (c) Where health may be an underlying factor or contributory factor in work performance or disciplinary issues.
- (d) If you or your Manager wishes to consider re-deployment or retirement because of health reasons.
- (e) In order to identify how the College can help you manage a health problem or disability (e.g. advice on working patterns, modification of equipment, provision of assistance at work).

In all cases your Manager must discuss the referral and the reasons for it with you.

Any referral to an independent Occupational Health advisor is likely to entail contact with your GP which will require consent under the Access to Medical Records Act 1988. Therefore, subject to your statutory rights under the Access to Medical Reports Act 1988 and the Data Protection Act 1998, we reserve the right at any time to require you to:

- (a) Apply (or allow us to apply on your behalf) to your GP or other Health Professional for a copy of your health records.
- (b) Supply such health records to an Occupational Health advisor or doctor approved by the College who will examine you at our expense.
- (c) Request an Occupational Health advisor or doctor to compile a report on your health and fitness for work, and supply such report to us.
- (d) Consent to an application by the College to your GP or other Health Professional for a medical report on you.
- (e) Permit such reports to be supplied to us and discussed with our Occupational Health advisers.

Where appropriate, we will ask that the medical report address areas such as:

- (a) Current fitness for work
- (b) Adjustments which may enable a return to work
- (c) An opinion about whether the individual has a disability as defined under the Disability Discrimination Act 1995 (and amended Disability Discrimination Act 2005)
- (d) When a return to work with or without adjustments is likely
- (e) Whether the individual has an underlying medical condition
- (f) The likelihood of regular and effective performance at work in the longer term

6.5.8 Long Term Absence

Long-term absence is regarded as an absence due to illness or injury of one month or more, or where there is no foreseeable return to work

If you are classed as being on long term absence you may be referred to and required to attend an independent Occupational Health advisor in relation to your sickness absence in accordance with section 6.5.7 of this policy. Any referral to an independent Occupational Health advisor is likely to entail contact with your GP which will require consent under the Access to Medical Records Act 1988.

Where appropriate, we will ask that the medical report address areas such as:

- A summary of your relevant medical history
- A summary of any relevant records of referral to specialists
- The likely prognosis
- The likelihood of you being able to return to work, and when
- If your return to work is possible:
 - Will you be able to continue in your present capacity
 - What adjustments should be made to enable a return to work
 - Is a phased return to work schedule advised
 - The likelihood of regular and effective performance at work in the longer term
 - What is the likelihood of further absences
- If not, what restrictions exist, either temporarily, or on a permanent basis
- Is your condition permanent, or likely to improve with treatment
- An opinion about whether the individual has a disability as defined under the Disability Discrimination Act 1995 (and amended Disability Discrimination Act 2005)
- Does the current condition significantly reduce your life expectancy

This list is not exhaustive and, if necessary, additional questions may be asked. Where you refuse to give your consent to a referral to an independent Occupational Health advisor, or other recommended support (e.g. counselling, psychiatric assessment, etc.), the College will have to reach any decisions on the matter based on the information that is available.

Once the medical report has been received, a meeting may be arranged with you and your Manager to discuss the report. Although this meeting would normally take place at the College, it may take place at your home, depending on the nature of your illness and only with your consent, or at some other neutral venue. You are entitled to be accompanied at this meeting by a Trade Union Official or a fellow employee of your choice, and to receive a copy of the medical report from the independent Occupational Health advisor.

The main objective of the College in all cases of long term absence is to assist you to return to work as quickly as possible. At the meeting the following options will be considered but the next step will depend on the medical opinion received, the nature of your illness/injury/disability and your individual case.

- Agree to review your situation again in a timeframe to be agreed by all to assess your health. This may involve another referral to an independent Occupational Health advisor.
- Look at any reasonable adjustments that could be made to assist you to return to work.
- The possibility of a phased return to work where advised by the independent Occupational Health advisor (see section 6.6.4 for details of entitlement to paid sick leave).
- Redeployment. Where the medical report indicates that you are unfit for your current job, you may be capable of carrying out “lighter or alternative work” and it is essential that all opportunities for your re-deployment are explored. Retraining and reasonable adjustments will be taken into account when considering redeployment. If this is not possible it will be necessary to consider the termination of your employment.
- Termination of employment on the grounds of incapability. When the medical report confirms that you are permanently incapable of doing your current job, or your health is unlikely to improve such as to enable you to return to work with sufficient regularity or ability to do the job, and redeployment has been considered with no success, then termination of your employment on the grounds of incapability due to ill health will need to be considered by the College. In such cases you will be entitled to pay in lieu of notice (in line with your Contract of Employment) and any outstanding holiday entitlement will be paid for accrued holiday within the current holiday year. In this situation the College will follow the process outlined in section 6.5.5 (Stage 3 - Final Review) of this policy.
- Where the prognosis is inconclusive, and your sick pay has been exhausted it may be possible to agree a period of unpaid sick leave. This would allow your employment to continue until more conclusive information is available but you should be aware that the College cannot keep posts available indefinitely.

Your Manager will record the outcome of this meeting and a copy of these notes will be given to you and a copy sent to the Business Office. The record will outline all the options considered and you will be given the opportunity to ask further questions or seek further advice.

6.5.9 Disability

If the cause of your absence is a health problem that is likely to be permanent or continue for at least twelve months, your Manager must have regard for the Disability Discrimination Act 1995 (and amended Disability Discrimination Act 2005). This will require them to consider reasonable adjustments to the work place. Following an assessment of your work environment such adjustments may include:

- A change in the hours of work
- Transfer to a more suitable post
- Acquisition of support equipment
- Some other form of assistance

Independent assistance and assessment may be sought from external agencies to assist the College in retaining employees who are or have become disabled.

It is likely that your Manager will organise disability absence management reviews to ensure that any sickness absence related to a disability is monitored. This allows your Manager to review any reasonable adjustments that have been put in place to ensure effectiveness, and to ensure that there is a co-ordinated approach to the management of disabled staff's individual needs.

6.6 Entitlements to Paid Sick Leave

6.6.1 College Sick Pay

Your eligibility and entitlements to College Sick Pay are outlined in your Contract of Employment.

Provided you have complied with the College's Sickness Absence Policy, we will pay you full or half salary during any unavoidable absence owing to sickness or injury, upon receipt of a medical certificate or Self Certification Form, for the duration(s) detailed in your Contract of Employment.

If you are absent from work due to sickness or injury for a period in excess of your College sick pay entitlement (as detailed in your Contract of Employment), we may, at our absolute discretion, make further payments to you as authorised by the Principal. No such payments constitute a contractual entitlement and may be discontinued by the College at any time.

You are not entitled to College sick pay during your probationary period; only statutory sick pay (SSP) will be paid for eligible absences.

You may not receive College sick pay if you are absent from work due to a sports injury or an injury caused by your performance of a dangerous activity, or if disciplinary proceedings are pending against you, or if you are discovered to be working elsewhere during your period of sickness absence, whether or not this is during your normal hours of work. Payment of College sick pay under these circumstances will be at our absolute discretion.

In the event of you sustaining an injury caused by a third party, which means you need to take time off from work, if you are entitled to recover damages from them in respect of the loss of your salary for the period of your absence from work, we reserve the right to claim and recover any College sick pay paid to you during the period of such absence. Any sick pay made to you during this time will be by way of a loan and will be repayable by you to the College upon receipt of such damages.

Any days of contractual sickness/injury payments that 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.

Holiday entitlement continues to accrue during absence due to sickness or injury.

6.6.2 Statutory Sick Pay (SSP)

Further information regarding entitlements to Statutory Sick Pay (SSP) can be found on the Department for Work and Pensions website (<http://www.dwp.gov.uk>) or from your local Job Centre Plus or social security office.

Provided you have complied with all statutory requirements, we will pay you SSP for each qualifying day that you are absent from work owing to sickness or injury. Qualifying days are the days that you would normally be required to work, as per your Contract of Employment. 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 capacity, waiting days are not served again.

SSP is payable by us to you providing you are eligible and have been absent from work because of illness for four or more consecutive days including weekends and public/bank holidays. It will be paid for a maximum of 28 weeks in relation to any one incident of sickness, in accordance with statutory regulations. However, where College sick pay has been paid to you that equals or exceeds your SSP entitlement, then SSP will be deemed to have been paid.

SSP payments are treated like salary and are subject to statutory deductions.

6.6.3 Unauthorised Absence

Unauthorised absence is absence from work which is either:

- Without the prior permission of your Manager; or
- Without good cause (i.e. where there is no acceptable reason or explanation for your absence).

Approved annual leave, family leave periods (e.g. maternity or adoption leave) and approved compassionate or special leave do not constitute unauthorised absence. Neither does sickness/injury leave provided that it is genuine and that it justifies time off work.

We will take a serious view if you take sickness/injury leave that is not genuine and this will constitute unauthorised absence. Likewise, a failure to notify us, without good reason, that you are ill in accordance with the College's Sickness Absence and Paid Leave Policy will amount to unauthorised absence.

You will not be paid for any days of unauthorised absence.

Unauthorised absence may form the basis for disciplinary action. Our Disciplinary Policy and Procedure is set out in Part Two of the Handbook.

6.6.4 Phased Return to Work

If you return to work on a phased basis (i.e. gradually increasing your hours over an agreed period of time), you will be entitled to payment for the actual hours you have worked during the phased return rather than

your full normal salary. However, there are two ways in which you can request to 'top up' your salary so that you receive payment equivalent to your normal full pay, despite working reduced hours.

- **Option 1** – If you have any College Sick Pay entitlement remaining at the point of return, you may request that this is used to top up your salary (until you return to your normal hours of work or until the College Sick Pay runs out if this is sooner).
- **Option 2** – You may request to use annual leave to top up your pay during the period of your phased return, as described for College Sick Pay in option 1. For example, if you return to work for a half day (when you would usually work a full day), you would have the option to request to use half a day's annual leave to cover the remainder of the day, thus receiving payment as if you had worked a full day. It should be noted that your Manager must authorise this arrangement and that your Manager will take into account the need for you to retain some of your annual leave for use later in the holiday year, before authorising the request.

A phased return to work will normally take place over a period of up to four weeks. In exceptional circumstances it may be necessary to extend the phased return to work to a maximum of eight weeks. Where you remain unable to return to your normal hours of work beyond the phased return to work period it may be necessary to temporarily vary your contractual hours and any such variation will be reviewed on a monthly basis. In these cases annual leave will accrue at the appropriate pro-rated rate for the period of the variation. If it is necessary to consider continuation of reduced or varied hours beyond a six month period, consideration will be given to the work load and work patterns of your team or department and whether it is possible to accommodate a more permanent change.

Should circumstances arise when you claim that you are fit to return to work (possibly supported by a medical certificate) but your Manager considers that you are not fit to return, an assessment with an independent Occupational Health advisor will be arranged as soon as possible. You will receive College Sick Pay until your assessment is carried out (even if you have previously exhausted your entitlement to College Sick Pay). Should the assessment determine that you are not fit to return, you will receive College Sick Pay in accordance with normal rules (i.e. if you had previously exhausted your entitlement to College Sick Pay, you would not receive any further College Sick Pay and your absence would be considered continuous).

6.7 Sickness/Annual Leave

Your annual leave will be reimbursed if you become ill whilst on leave. A medical certificate from your GP must be produced for reimbursement to take place. You must inform your Manager as soon as possible that the sickness will, or has, seriously interrupted your leave. Bank holidays and other College closure days will not be reimbursed in this way.

Annual leave accrued during sickness absence occurring within two months of the end of the holiday year may be carried forward from one holiday year to the next and must be taken by 31 December of the new holiday year or it will be deemed lost.

6.8 Confidentiality

Managers and designated people must not disclose information to anyone other than to people who need to know as part of operating this Sickness Absence procedure. Personal details about your health are confidential and any breach of this confidentiality may lead to disciplinary action.

Personal records about your health will be held in accordance with the requirements of data protection legislation.

7. PENSION

Subject to the rules of the Scheme from time to time in force, the College offers the following pension to all eligible employees:

- **Stakeholder Pension Scheme** - All employees are entitled to participate in the College's Stakeholder Pension scheme. At present, the College does not make employer contributions to this scheme.
- **Group Personal Pension Scheme** - You may also be entitled to participate in the College's Group Pension Scheme subject to its terms and conditions from time to time in force. Eligibility and contribution levels will be confirmed in your Contract of Employment.

The College has not contracted out of the State Pension Scheme.

It is important to note that under current HMRC rules, you will receive Income Tax relief on your personal contributions.

Pensionable salary is defined as total gross basic salary.

Please refer to your Manager or the Business Office for further details.

8. RETIREMENT

8.1 Retirement Age

The Default Retirement Age (DRA) was phased out from 6 April 2011 and completely abolished on 1 October 2011. From this date there is no requirement for employees to retire upon reaching the age of 65.

8.2 Retirement Procedure

You may still choose to leave voluntarily when you reach the age of 65, and where this is the case it will be necessary to give notice to leave the employment of the College in accordance with the terms of your contract of employment.

If you wish to continue in employment for longer then you may do so. In this case both the employee and the College continue to be required to give each other the period of written notice as set out in the employee's Contract of Employer.

9. PROBATIONARY PERIOD

Your contract of employment states your probationary period, if applicable. This allows both the College and you to assess whether the employment is satisfactory.

During your probationary period, you must demonstrate that you have the capacity to meet the tasks and responsibilities of the position and that your attendance record and conduct have been satisfactory. We reserve the right to extend your probationary period by a further period if required. Please also refer to Part One: Notice Periods and Termination of Employment.

At the end of your probationary period, a decision will be taken as to whether or not you are considered suitable for on-going employment.

10. NOTICE PERIODS AND TERMINATION OF EMPLOYMENT

10.1 Notice Period

During your probationary period, either party may terminate your employment by serving notice. Full details are provided in your Contract of Employment.

After your probationary period (if applicable) both you and the College are required to give each other the period of written notice as set out in your Contract of Employment.

We reserve the right to terminate your employment without notice in circumstances of gross misconduct, examples of which may be found in, but are not limited to those set out in the Disciplinary and Grievance Policies (see Part Two of the Handbook).

10.2 Pay in Lieu of Notice

We reserve the right, at our sole discretion, to pay you in lieu of any period of notice.

Any such payment shall be without prejudice to your duty to mitigate your loss during the notice period in the event that a payment in lieu of part or all of the notice period is made.

10.3 Garden Leave

In the event of circumstances prevailing, once either side has given notice of termination, a period of 'garden leave' may be granted to ensure fairness to both you and us.

We may (at our discretion) at any time (including during any period of notice given by either party) amend your duties and/or suspend you from the performance of your duties and/or exclude you from any premises of the College, and/or our students/faculty, and/or require you to work from home, if appropriate. During such time, we reserve the right for you to remain employed and to receive your salary and benefits.

You shall, throughout any such period of suspension, exclusion and/or requirement(s), continue to be an employee of the College and must comply with your obligations under your contract of employment.

10.4 Terminating Employment Without Giving Notice

If you terminate your employment without giving or working the required period of notice (as indicated in your contract 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.

10.5 Return of College Property and Representation

Upon termination of your employment for whatever reason, you must:

- (a) Return to the College all equipment, tools, security passes, all keys, fobs and electronic access devices, uniforms, Employee Handbook, computer hardware and software including discs, CDs, DVDs, USB memory sticks, PDAs (or other means of storing or recording information) and all correspondence and documents belonging to the College or the University of Evansville or a Partner College in whatever form (including notes and minutes of meetings, diaries and address books, computer printouts, plans and projections) together with all copies (irrespective of by

whom and in what circumstances such copies were made) which are in your possession or under your control. Failure to return such items will result in the reasonable replacement cost of the items being deducted from any monies outstanding to you.

- (b) Cease to represent yourself as being in any way connected to the College's business.
- (c) Not say anything likely or calculated to lead any person to withdraw from or cease to continue offering to the College any rights of purchase, sale, consultancy, import, distribution or agency then enjoyed by it.

11. TRAINING

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.

In assessing the training needs of individual employees, the College will seek to ensure that:

- (a) Employees are properly trained in the skills they need to carry out their present jobs at a standard acceptable to the College;
- (b) Employees are provided with the skills they may need for changes in the way jobs are carried out;
- (c) As far as possible, employees are encouraged to develop their skills and talents to enable them to progress within the College and reach their full potential.

The College is committed to making the most effective use of the talents, skills and abilities of its workforce and to helping all employees maximise the contribution they can make.

The College's annual Performance Appraisal process provides employees and managers with a formal opportunity to discuss training needs and opportunities, however, training and development needs and opportunities may be identified outside the College's normal appraisal processes and both employees and managers are encouraged to discuss these needs and opportunities when they occur.

Opportunities for training will be based on an assessment of an employee's development needs, irrespective of their sex, age, marital status, disability, race, colour, ethnic or national origin or sexual orientation.

11.1 Training and Development Support

The extent to which a training and development activity can be supported by the College will depend on a number of factors including:

- (a) The relevance of the training or development need to achieving the College's strategic plan and to achieving departmental/team and individual goals;
- (b) The financial costs to the College;
- (c) Hidden costs – including, for example, the amount of work time required to complete the training or development activity;
- (d) Any additional cover required and impact on colleagues;
- (e) The amount of training and development support that it is reasonable for any one employee to undertake in a given period;
- (f) Availability of funds in the College's training and development budget.

11.2 Equality of Opportunity

The College seeks to ensure that training and development opportunities are available for all. This principle does not, however, imply an automatic right of individuals to particular training or development activities or a right to undertake training or development actions within specified periods of time.

Managers are responsible for ensuring that the training and development needs of all staff are given fair consideration and that the needs of staff employed on a part-time or short-term basis are addressed equitably.

11.3 Resources for Training and Development

11.3.1 Budget for Training and Development

The budget for training and development is managed by the Vice Principal for Business and Technology and is based on budget requests from heads of department in addition to College and individual training needs.

11.3.2 Time Allocation for Training and Development

Training and development activities required by the College will usually take place during work time and agreed costs will be reimbursed.

Training and development activities that are encouraged by the College but not essential may take place during work time, or may involve study in the participant's own time, during evenings and weekends.

Where training and development takes place in normal work hours, cover will be arranged where necessary.

Part-time colleagues who work additional hours to participate in training and development activities outside of their usual pattern of work (but within normal work hours) will usually be able to agree payment or time off in lieu as applicable.

11.3.3 Training Costs

Where the College has met the cost of a training or development course you will be required to sign a learning agreement which sets out the following repayment guidelines should you withdraw from the course or leave the College:

- (a) You voluntarily withdraw from or terminate the Course early without our prior written consent;
- (b) You are dismissed or otherwise compulsorily discharged from the Course, unless the dismissal or discharge arises out of the discontinuance generally of the Course;
- (c) Your employment is terminated by us for any reason either prior to completion of the Course or within one year after the end of the Course, except that, in the latter case, the amount which would otherwise be due to us shall be reduced by 1/12th part for each complete calendar month after the end of the Course during which you remain employed by us; or
- (d) You resign from the employment of the College either prior to completion of the Course or within one year after the end of the Course, except that, in the latter case, the amount which would otherwise be due to us shall be reduced by 1/12th part for each complete calendar month after the end of the Course during which you remain employed by the College.

We will deduct a sum equal to the whole or part of the costs due from your final salary payment or from any other allowances, expenses or other payments due from the College to you.

12. EMAIL AND INTERNET POLICIES

12.1 Email Policy

Our email facility is intended to provide effective communication within the organisation, and externally with students, faculty and customers on business matters. It should, therefore, be used for College purposes. While there are many advantages to be gained from the correct use of internal and external mail, there are also certain dangers.

When sending internal or external emails, please ensure that you comply with the following:

- (a) Where appropriate, all student, faculty and customer communications (incoming and outgoing) should be printed and recorded on file in the same way as a letter or fax.
- (b) Emails should not be used for confidential communications unless the consent of the person to whom the information relates has been obtained, both in relation to the content of the email and the form in which it is transmitted (i.e. encrypted or unencrypted).
- (c) If you receive an email that has been incorrectly delivered to your email address you should notify the sender of the message by re-directing the message to that person. If the email contains confidential information you must not disclose or use that information.
- (d) Emails should be checked thoroughly before sending (including checking that they have been properly addressed), using the same care you would give to a formal letter on the College's letterhead.
- (e) You must not impersonate any other person when using email.
- (f) You must not amend messages received and then store, print or forward as if they were received in the altered state.
- (g) Be aware that legally binding contracts can be formed by email.
- (h) Use of the email system for reasons other than for the bona fide academic and business purposes of the College is not permitted. The email system is not provided for personal or private communications, however reasonable and proportionate use of College equipment for personal communications is permitted, subject to policies that may be set out from time to time by the College. The following criteria will be used in determining whether personal use is acceptable:
 - a. It does not interfere with College educational or business operations;
 - b. It does not bring the College into disrepute;
 - c. It does not breach staff employment contracts;
 - d. It does not breach student policies;
 - e. It does not interfere with proper use of College resources;
 - f. It is not a disproportionate use of College resources;
 - g. It does not offend another member of staff, faculty or student; and
 - h. It does not breach the terms of the Computer Misuse Act 1990 or other legislation.
- (i) General personal messages to a large number of addressees must not be sent.
- (j) Do not use internal or external emails for any material that could potentially be defamatory, for example, containing untrue, malicious or otherwise inappropriate statements about our customers, competitors or other employees.
- (k) Do not respond to "Junk Mail" or give warnings to new email viruses.
- (l) Do not send 'fun' or 'flame' emails; what may seem harmless fun to some can be offensive to others and may be regarded as harassment. If you receive an email which you consider

offensive, you should raise the issue with your Manager. There are a number of laws that prohibit discrimination and harassment on the grounds of sex, race, colour, nationality, ethnic or national origin, disability, age, marital or civil partnership status, sexual orientation, gender re-assignment, religion or belief.

- (m) Do not respond to, or forward on, chain letter-type emails.
- (n) Do not disclose information that is protected by embargo or could in any way be considered confidential to the College and/or the employees.
- (o) Do not make any statements via email which intentionally or unintentionally create a binding contract or make negligent statements.
- (p) Do not initiate or forward emails that contain obscene, pornographic and/or offensive material.
- (q) If you are sending out attachments by email, please ensure that you have obtained the consent of the author of the attachment if not an employee; otherwise you may infringe the author's copyright.
- (r) Bear in mind that, in some cases, recipients can view previous changes to attachments.
- (s) Never import unknown messages, files or attachments onto your system without authorisation.
- (t) Do not send large graphics files unless they are related to the College's business.
- (u) You must ensure you log off your computer workstation if leaving it for any length of time. You should change your personal password regularly and only disclose it to others as authorised/required by the College.
- (v) Please remember that we have the authority and ability to intercept, read and print out all internal and external (incoming and outgoing) emails, including those marked 'personal'. Communications of a sensitive or confidential nature should not be sent by email because they are not guaranteed to be private.
- (w) You agree that we may take all actions necessary to ensure our Email Policy is adhered to. We reserve the right to open any email file.

The College respects the right to privacy of staff. Under normal circumstances the content of individual communications will not be viewed. However, the purposes for which we may intercept, read and print out emails include, but are not limited to:

- (a) Promoting productivity and efficiency.
- (b) Ensuring there is no unauthorised use of the College's time.
- (c) Ensuring that all employees are treated with respect and dignity at work, by discovering and eliminating any material that is capable of amounting to unlawful discrimination or harassment.
- (d) Where there are grounds for suspecting a breach of law, employment contract, College policy or other regulations and where viewing the content of communications is necessary to establish whether such a breach has taken place.
- (e) Ensuring the security of the system and its effective operation.

Personal emails which are clearly marked as such will only be read in exceptional circumstances where a problem relating to an employee's excessive or unauthorised use is suspected.

You will be held personally accountable for any improper use of these email facilities and you will indemnify the College during and after your employment against all liability resulting from your improper use of these email facilities.

Improper use of the College's communications facilities will be dealt with through the College's disciplinary procedure and will render you liable to disciplinary action which may include dismissal.

12.2 Internet Usage Policy

Internet access, including Internet email, is provided to employees for the purpose of conducting business-related activity for the benefit of the College and its students, faculty and customers. Since our IT resources are costly and require significant work to maintain, it is important that you adhere to the Internet Usage Policy, thus ensuring these resources are available to everyone for legitimate, business-related purposes.

If your Manager has agreed, you may use the Internet as a research tool for College business purposes only.

Please remember that we have the authority and ability to access, read and print out details of all Internet sites and emails sent/received accessed by persons using our computer systems.

Permission to use the Internet outside normal working hours, for personal reasons, may be granted by your Manager.

Personal use of the Internet is a privilege, which the College reserves the right to withdraw without notice. Reasonable and proportionate use of College equipment for personal communications and internet use is permitted, subject to policies that may be set out from time to time by the College. The following criteria will be used in determining whether personal use is acceptable:

- (a) It does not interfere with College educational or business operations;
- (b) It does not bring the College into disrepute;
- (c) It does not breach staff employment contracts;
- (d) It does not breach student policies;
- (e) It does not interfere with proper use of College resources;
- (f) It is not a disproportionate use of College resources;
- (g) It does not offend another member of staff, faculty or student; and
- (h) It does not breach the terms of the Computer Misuse Act 1990 or other legislation.

You are not permitted to use the Internet to visit social networking or video sharing websites such as Facebook, MySpace, Bebo and YouTube or to use our IT resources to keep a personal weblog ("blog") without the permission of your Manager. We reserve the right to restrict or deny access to such websites at any time.

Subject to the permission of your Manager, when logging on to and using social networking or video-sharing websites and blogs at any time, including using your own IT resources, you must not:

- (a) Publicly identify yourself as working for us, make reference to the College or provide information from which others can ascertain the name of the College.
- (b) Conduct yourself in a way that is detrimental to us or brings the College into disrepute.
- (c) Use your work email address when registering on such sites.
- (d) Allow interaction on these websites or blogs to damage working relationships between employees, students and faculty of the College.

- (e) Include personal information about our employees, suppliers, customers, students or faculty without their express consent (you may still be liable even if employees, suppliers, customers, students or faculty are not expressly named in the websites or blogs as long as we reasonably believe they are identifiable).
- (f) Make any derogatory, offensive or defamatory comments about the College, our employees, suppliers, customers, students or faculty (you may still be liable even if the College, our employees, suppliers, customers, students or faculty are not expressly named in the websites or blogs as long as we reasonably believe they are identifiable).
- (g) Disclose any confidential information belonging to us or our suppliers, customers, students or faculty, or any information which could be used by a competitor.

Should you visit inappropriate websites unwittingly through unintended responses from search engines, unclear hypertext links, misleading banner advertising or mis-keying, you must exit immediately and inform your Manager of the incident.

You will be held personally accountable for any breach of this Internet Usage Policy and you will indemnify the College during and after your employment against all liability resulting from your improper use of these facilities.

Breach of this Internet Usage Policy will be dealt with through the College's disciplinary procedure and will render you liable to disciplinary action which may include dismissal.

The law with regard to email and Internet access and use is still evolving. This Policy takes into account the current legal situation but you should be aware that it will continue to change, often at great pace. For this reason, you will be notified of any changes and you must ensure you update yourself regularly with the current version of this Policy that is available from your Manager or the Business Office.

12.3 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 discs, CDs or Internet/World Wide Web downloads, etc. must not be used.
- (b) All software must be virus checked using standard testing procedures, before being used.

Breach of these Virus Protection Procedures may be dealt with through the College's disciplinary procedure and may render you liable to disciplinary action which may include dismissal.

12.4 Usage

These Policies are designed to prevent problems with email and Internet usage and, therefore, you are expected to be familiar and comply with the contents of the Email and Internet Policies. If you are unsure about whether anything you propose to do might breach these Policies, you should speak to your Manager.

Breach of these Policies will be viewed as misconduct and may result in disciplinary action being taken against you. This could include your access to our email facilities and the Internet being suspended or withdrawn, or, in serious cases, dismissal without notice or pay in lieu of notice.

12.5 Termination of Usage

Access to College communications facilities, including the use of a Harlaxton email address, if applicable, will be withdrawn immediately upon termination of employment with the College.

13. COMPUTER SECURITY POLICY

13.1 Introduction

Set out below is our Computer Security Policy relating to computer equipment and information. You are responsible for ensuring that these Rules are adhered to and any breach of these Rules may result in disciplinary action being taken against you including, in serious cases, dismissal without notice or pay in lieu of notice.

You agree we may take all actions necessary to ensure our Computer Security Policy is adhered to.

All PCs and related computer hardware, including printers, are considered corporate assets and are the property of the College (not individuals, departments or projects).

Network accounts of employees leaving the College will be disabled and the contents of personal drives made available to the Manager and/or any employee deemed by the Manager to require access for an agreed period before being archived from the network.

No hardware should be installed or uninstalled into any PC without the knowledge of your Manager or the IT Technician. No user should open a PC to attempt a repair since this would contravene applicable health and safety regulations and could invalidate any warranty on the hardware.

13.2 Security

As all information regarding our business interests is strictly confidential (see Confidential Information section above), all computerised information should be securely managed within the College.

You should treat electronic information with the same care that you would any written documentation. In particular:

- (a) Appropriate security levels should be set on all documents within the computer system. If a document is highly confidential, or contains price-sensitive material, then access should be limited to the specific individuals who have good reasons to use the document.
- (b) Great care should be taken in transmitting documents electronically.
- (c) Portable computers containing confidential information should never be left unattended when off-site or elsewhere.
- (d) Information about the College, including details of our financial affairs and future operational plans, is highly confidential. Much of this information is available to authorised employees via the computer system and should not be made available to anyone outside the College.

13.3 Unauthorised Access

There are a number of security measures built into the computer system to prevent unauthorised access to our systems and data. They are designed to provide a high degree of security against external attack or intrusion (for example, malicious hacking or computer viruses). However, in order to be fully effective, these formal security measures need to be backed up with your full co-operation and support.

Specifically, it is important that all employees respect the following at all times:

- (a) Never disclose your password to anyone else. If you think that your password has been compromised, you should take appropriate measures to change your password immediately and, if appropriate, inform your Manager.
- (b) Log off and switch off your computer workstation at the end of each day. Remember that a workstation logged onto the computer provides a means of access to all your files.
- (c) Documents or other data held on removable media (e.g. discs/CDs/DVDs) or on hardware devices such as PDAs, portable memory, memory sticks or other USB devices, must never be loaded onto our computer system, except by authorised personnel. This is to prevent the accidental introduction of computer viruses, which are capable of causing serious disruption.
- (d) Similarly, no software of any kind may be loaded onto a workstation or run without authorisation, as this may disrupt our existing systems and could also contravene the software licence.
- (e) No attempt should be made to by-pass the existing security measures.

13.4 Software

We use software from a number of different suppliers and make every effort to comply with the obligations of our licensing agreements. You are obliged to respect the following:

- (a) Software must never be copied from or to any of the College's computers, including portable computers. This includes transfer to removable media (e.g. discs/CDs/DVDs) or on hardware devices, such as PDAs, portable memory, memory sticks, and other USB-type devices or via email.
- (b) Software licensed to the College must never be used outside the College without specific written authorisation.
- (c) You must not download additional software from the Internet or install it from removable media (e.g. discs/CDs/DVDs) without authorisation from your Manager or the IT Technician, including downloading or installing screensavers, desktop wallpaper, games, pirate copies, etc.

14. CONFIDENTIAL INFORMATION

For these purposes "Confidential Information" shall mean: trade secrets; details of, and information relating to, staff, faculty and students of the College (or the University of Evansville); matters of health and safety (including the College's disaster plan); any information, the release of which, would damage the College's commercial interests, endanger staff, faculty or students; any information that would embarrass, harm and/or prejudice the College together with any information that is legally privileged. It also means any information which you are told is confidential, any information that is treated as confidential and any information in respect of which the College has a duty of confidentiality to a third party.

"Confidential Information" also includes any and all information which the College is not obliged to release under the Freedom of Information Act 2000 (the Act) and where a member of staff is uncertain whether a piece of information falls within the Act they will not disclose such information unless and until they have received advice from the College's Data Protection Officer or the Principal.

During the course of your employment, you may have access to Confidential Information concerning the College or the University of Evansville and its activities, services, students and faculty. You must not divulge any of this information, either during your employment or after it has ended, unless it is necessary for you to carry out your responsibilities in the proper course of your duties and to do your job.

You are to exercise reasonable care to keep safe all documentary or other material containing Confidential Information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such materials in your possession.

The restriction shall continue to apply after the termination of your employment without limitation in time, but shall cease to apply to any information or knowledge which subsequently comes into the public domain, other than by way of unauthorised disclosure by you.

Notwithstanding the above, the College affirms that staff have freedom within the law to question and test received wisdom, and to put forward new ideas and controversial or unpopular opinions, without placing themselves in jeopardy of losing their jobs and the privileges they have at the College.

Nothing in this Handbook shall preclude a member of staff from making a protected disclosure in accordance with the provisions set out in the Employment Rights Act 1996.

15. SAFEGUARDS AND SECURITY OF INFORMATION

It is important for you and the College that we develop a relationship of trust and mutual respect in which we safeguard and protect each other's interests. Some of these obligations are prescribed by law (e.g. Data Protection) but others will rely on us working together and trusting each other.

The following section attempts to collect together many of the policies and procedures that relate to our mutual obligations in safeguarding each other's interests and protecting information.

15.1 Personal Information

15.1.1 Records

It is important that we maintain up-to-date records of key information on all of our employees. You should, therefore, notify your Manager or the Business Office of any changes in your personal circumstances as soon as they occur. Examples include change of address and/or telephone number, marital status, next-of-kin and next-of-kin's address for contact purposes. From time to time, we may ask you to complete a new Personal Information form to ensure our records are up-to-date.

15.1.2 Privacy

We consider it is essential that personal information about our employees should be kept confidential. You will, upon request, be informed who has access to this information. In addition, you have the right to know what information of a personal nature the College holds. To ensure compliance with the Data Protection Act (see below):

- (a) We hold the minimum personal data necessary to enable us to perform our functions and every effort is made to ensure that data is accurate and up-to-date.
- (b) We will provide any employee who requests it with a written copy of personal data currently held on them. Should a material inaccuracy be discovered, then the data will be corrected or erased and a further written copy will be provided showing the amended details.

Any enquiries regarding the above should be directed to your Manager or the Business Office.

15.2 Data Protection

15.2.1 Introduction

In the course of your work, you may come into contact with and use confidential personal information about other employees, students, faculty, customers, suppliers, agents, contractors and other people, such as their names and home addresses. This policy helps you to ensure that you do not breach the Data Protection Act 1998. The Act provides strict rules governing the collection, retention, storage, use and disclosure of personal information. Information protected by the Act includes not only personal data held on computer but also certain manual records that form part of a structured filing system. If you are in any doubt about what you can or cannot disclose and to whom, do not disclose the personal information until you have sought further advice from your Manager or the Business Office. It is a criminal offence to knowingly or recklessly disclose personal data in breach of the Act. Accessing another employee's personal records without authority is a disciplinary offence and may amount to gross misconduct.

We hold personal data about you and will process this data in accordance with your rights under the Act.

15.2.2 The Data Protection Principles

The Act requires that eight data protection principles be followed in the handling of personal data. These are that personal data must be:

- Fairly and lawfully processed.
- Processed for limited purposes and not in any manner incompatible with those purposes.
- Adequate, relevant and not excessive.
- Accurate.
- Not kept for longer than is necessary.
- Processed in accordance with the data subject's rights.
- Secure.
- Not transferred between countries without adequate protection.

We are committed to following these principles and will be open and transparent about what the data will be used for. We will process personal data about you only as far as is necessary for the purpose of managing the College's business in which you are employed. Unless you expressly authorise its disclosure, your personal data will not be disclosed to anyone else other than authorised employees (including those of the University of Evansville), those who provide relevant services to the College (such as advisers and pension administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the College.

We will take all reasonable steps to ensure that the personal data processed is accurate and not excessive. Personal data will be retained as necessary during the course of your employment and records will be retained for up to six years after you leave the College's employment in case legal proceedings arise during that period. Different categories of data may be retained for different periods of time depending on legal, operational and financial requirements. Data will only be retained for a period of longer than six years if it is material to ongoing legal proceedings or it should otherwise be retained in the interests of the College after that period.

Manual personal data, such as personnel files, are stored in locked filing cabinets. Personal data held on computer is stored confidentially by means of password protection. We have a network of back-up procedures to ensure that data on computer cannot accidentally be lost or destroyed.

The Act prohibits the transfer of personal data outside the European Economic Area to countries that do not have similar protection of data except in some circumstances or with the subject's consent. With the exception of transfers to the University of Evansville, we will require your consent under your contract of employment to such transfers should they be necessary.

15.2.3 Consent to Processing

It is a requirement under the Act that you consent to us processing personal data about you. Some data is referred to in the Act as 'sensitive' personal data. This means personal data comprising information relating to:

- Race or ethnic origin.
- Political opinions.
- Trade Union membership.
- Religious or other beliefs.
- Physical or mental health or condition.
- Sexual life.
- Criminal offences both committed and alleged.

It therefore follows that some of the personal information that we will have to process about you will be sensitive personal data, for example, information about your physical or mental health in order to monitor sick leave and take decisions about your fitness for work and your racial or ethnic origin, or religious or similar beliefs, in order to monitor compliance with equal opportunities legislation.

It is a term of your contract of employment that you expressly consent to the College collecting, retaining and processing data including sensitive personal data about you for legal, personnel, administrative and management purposes. This data includes but is not limited to your name and address, salary details, bank details, date of birth, age, sex, ethnic origin, next-of-kin, sickness records, medical reports and details of criminal convictions. This information will only be used in order that we can monitor our compliance with the law and best practice in areas such as equal opportunity, pay and benefits, administration, performance appraisal and disciplinary matters. If your personal information changes, you should let us know so that our records can be updated.

Unless you give this consent it is not necessarily lawful for us to process the personal data that we need in order to keep the necessary records about your employment and, therefore, it is not possible for us to meet the needs of running the College in relation to your employment without your consent.

15.2.4 Your Rights to Access Personal Information

Under the Act, you have the right to find out what personal information we hold about you, and to ask for a copy of that personal data. You also have the right to demand that any inaccurate data be corrected or removed and to seek compensation where you suffer damage or distress as a result of any breach of the Act by the College.

You have the right on request to:

- Be told by the College whether and for what purpose personal data about you is being processed.
- Be given a description of the personal data concerned and the recipients to whom it is or may be disclosed.
- Have communicated in an intelligible form the personal data concerned, and any information available to the College as to the source of the data.
- Be informed in certain circumstances of the logic involved in computerised decision-making.

A request for access to any personal data that relates to you should be made in writing to your Manager or the Business Office and should specify what personal data your request relates to. We reserve the right to charge a fee of up to £10.00 or such higher amount as permitted by law from time to time before access can be granted. The College also reserves the right to make further enquiries of you in order to satisfy ourselves as to your identity and to help us locate the personal data that you have requested.

Upon receipt of a request it is our policy to provide copies of all personal data that we are obliged to disclose within 40 days of your request being received. We consider that if a period of less than one year has elapsed since any previous request for access to your personal data was complied with, it is not reasonable to expect us to be obliged to comply with a further request unless there are exceptional circumstances.

Should you wish to bring any inaccuracy in disclosed data to our attention you must do so in writing to your Manager or the Business Office. It is the College's policy to ensure that all data is as accurate as possible and all necessary steps will be taken to ensure that this is the case and to rectify any inaccuracies.

Where we have requested a reference in confidence from a referee and that reference has been given on terms that it is confidential and that the person giving it wishes that it should not to be disclosed to you, it is our policy that it would normally be unreasonable to disclose such a reference to you unless the consent of the person who gave the reference is first obtained.

We reserve the right not to disclose to you any management forecasts or management planning documentation, including documents setting out the College's plans for your future development and progress.

15.2.5 Your Obligations in Relation to Personal Information

You must comply with the following guidelines at all times:

- Do not give out confidential personal information except to the data subject. In particular, it should not be given to someone, either accidentally or otherwise, from the same family or to any other unauthorised third party unless the data subject has given their explicit consent to this.
- Be aware that those seeking information sometimes use deception in order to gain access to it. Always verify the identity of the data subject and the legitimacy of the request, particularly before releasing personal information by telephone.
- Only transmit personal information between locations by fax or email if a secure network is in place, for example, a confidential fax machine or encryption is used for email.
- If you receive a request for personal information about another employee, you should forward this to your Manager or the Business Office.
- Ensure that any personal data which you hold is kept securely, either in a locked filing cabinet or, if it is computerised, it is password protected.

- Do not include personal data in any email addressed to a recipient (except the University of Evansville) outside the European Economic Area (EEA) without their prior explicit consent.

15.3 Copyright

Subject to the following provisions, the College and employees acknowledge sections 11 and 215 of the Copyright, Designs and Patents Act 1988. All records, documents and other papers (including copies and summaries thereof) which pertain to the finance and administration of Harlaxton College (including Harlaxton Manor Enterprises Ltd and the University of Evansville), and which are made or acquired by employees in the course of their employment, shall be the property of the College. The copyright in all such original records, documents and papers shall at all times belong to the College.

The copyright in any work or design compiled, edited or otherwise brought into existence by an employee as a 'scholarly work' produced in furtherance of his/her professional career shall belong to the employee. 'Scholarly work' includes items such as books, contributions to books, articles and conference papers, and shall be construed in the light of the common understanding of the phrase in higher education.

The copyright in any material produced by employees for their personal use and reference, including as an aid to teaching, shall belong to the employee.

However, the copyright in course materials produced by employees in the course of their employment for the purposes of the curriculum of a course run by the College and produced, used or disseminated by the College shall belong to the College, as well as the outcomes from research specifically funded and supported by the College.

The above clauses shall apply except where agreement to the contrary is reached by an employee and the College. Where a case arises, or it is thought that a case may arise, where such agreement to the contrary may be necessary, or where it may be expedient to reach a specific agreement as to the application of the above clauses to the particular facts of the case, the matter should be taken up between the employee and the relevant Cabinet member. By way of example, this clause would apply where any question of assignment of copyright or of joint copyright may arise.

At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such materials where the copyright belongs to the College.

15.4 Personal Telephone Calls, Mobile Telephones and Other Remote Devices

15.4.1 Personal Telephone Calls

If personal calls are necessary, they must be kept to a minimum and with the prior permission of your Manager.

Whilst we will accept essential personal telephone calls made or received concerning your domestic arrangements, excessive use of the telephone for personal calls is prohibited. This includes lengthy, casual chats, non-essential calls, calls outside the UK and calls at premium rates.

Not only does excessive time engaged on personal telephone calls lead to loss of productivity, it also constitutes an unauthorised use of the College's time. If we discover that the above systems have been used excessively for personal calls or use, this will be dealt with under our Disciplinary Policy and you may be required to repay any costs incurred.

This policy does not apply to residential phones of employees who live on campus.

15.4.2 Mobile Telephones

Where possible, personal mobile telephones should be switched to silent mode during working hours.

Please be aware that certain operations performed on mobile phones may breach our rules and procedures. Despatch of text messages or digital images that are, or could be, deemed offensive is strictly prohibited.

Photographing or filming of fellow colleagues, students, faculty, visitors or any member of the public without their consent may breach an individual's right to privacy and could, in certain circumstances, constitute harassment.

The College does not endorse the use of mobile phones whilst driving on College business, even if using an ear-piece and wire device. Any calls received can be diverted to voicemail and collected and returned when stationary.

If you use an appropriate hands-free mobile phone device permitted by legislation and lose proper control of the vehicle, you are still potentially liable to criminal prosecution.

You should be aware that the fixed fine, if offered and accepted, is currently £60.00 or a fine on conviction of up to £1,000 if the matter proceeds to Court (£2,500 for drivers of goods vehicles or those passenger vehicles designed or adapted to carry nine or more passengers). Offenders will also receive three penalty points on their driver's licence. You will be responsible for payment of any fine(s).

15.4.3 Other Remote Devices

You are not permitted to use or listen to iPods, MP3 players, portable CD players or other similar personal music devices during working hours without the permission of your Manager.

15.5 Postal Correspondence/Mail

15.5.1 Introduction

In general, the College's postal systems and formal stationery should be used for College business purposes only. However, the College recognises that there will be a need for resident staff and, on occasion, non-resident staff to conduct personal correspondence/mail from the College's address and, therefore, the following policy will be adopted to ensure that:

- the privacy of staff is respected;
- the College is able to properly function as a business; and
- that College systems are not abused.

For these purposes 'personal correspondence/mail' is given to mean any private or domestic non-business related correspondence or mail.

15.5.2 General Provisions

You must not use College stationery (e.g. letterhead) for any personal correspondence/mail.

With the exception of residential staff, under no circumstances should you give the College's address as your 'home', 'domestic' or 'permanent address'; nor should you use the College's address to register for any personal services nor use it to provide proof of identity.

15.5.3 Outgoing Mail

You are permitted to use the College's systems for personal mail provided that the correct postage is paid. If the College suspects any misuse of the system it reserves the right to open unstamped mail. In such cases your Manager will first seek the permission of the Principal.

15.5.4 Incoming Mail

Incoming mail will normally be assumed to be related to College business.

Unless alternative arrangements have been mutually agreed, incoming mail specifically addressed to you will be delivered to you unopened; however, general College mail and mail without a specific addressee will normally be opened by the Business Office.

To ensure that all incoming mail is dealt with promptly and to ensure that the College is able to operate efficiently, you are asked to make appropriate arrangements for the handling of your incoming mail (e.g. redirect to a colleague) during scheduled holidays or other periods of absence. If alternative arrangements have not been agreed in advance, and where you are away from work for any extended period (e.g. due to sickness), you may be contacted by your Manager to request permission to open your mail. If it has not been possible to seek your permission in advance, and there is a business need to open your mail, your Manager may open mail addressed to you (including mail marked as 'private', 'personal' or 'confidential') but only after first seeking the permission of the Principal.

At all times the College reserves the right to open any mail delivered to the College where it suspects wrongdoing but only after first seeking the permission of the Principal.

Whilst it is likely that your personal mail will normally be delivered to your normal home address, the College does not object to you receiving some personal mail at work (e.g. where it is more convenient for you to receive a parcel at the College's address rather than arrange a collection or redelivery of a parcel that is too big for your letter box).

15.3.5 Residential Staff

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, the College will not open your personal mail under any circumstances.

You are therefore strongly advised to ask correspondents to clearly address personal correspondence/mail to your residential College address.

15.5.6 Leavers

Mail received after a member of staff has left the College's employment will be opened by a Manager. Personal mail opened in this way will be passed to the Business Office and forwarded appropriately.

15.6 Rights of Search

The College reserves the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on College premises.

If this should happen you will have the opportunity to be accompanied by a work colleague of the same sex during any such search or at the time that any further questioning takes place.

You may be asked to remove the contents of your pockets, bags, vehicles, etc.

Whilst you have the right to refuse to be searched, refusal by you to agree to being searched will be deemed to constitute a Breach of Contract, which could result in your dismissal.

The College reserves the right to call in the Police at any stage.

15.7 Cash Handling and Financial Transactions

If you are involved in financial transactions with customers (e.g. students, faculty, visitors and event participants, etc.) you must ensure that you are aware of and comply fully with our procedures as set out below:

- (a) You must ensure that accurate recordings are made of all monetary transactions handled in the course of your duties;
- (b) Customers' credit cards must be checked that they are valid and the customer's signature obtained (if applicable – i.e. not chip and pin). Credit card refund transactions should be prior approved by the Business Office;
- (c) Customers' cheques must be correctly completed, dated and signed. Cheques cannot be accepted without a valid cheque guarantee card or Transax check as appropriate, and you must ensure that the signature on the card matches the signature on the cheque. In addition, you must write the card number and expiry date on the reverse of the cheque.
- (d) All cash received must be taken to the Business Office or placed in the College safe in the Business Office. You must report any discrepancies/shortages immediately to the Business Office Manager and we reserve the right to deduct any shortfalls from your earnings.
- (e) All documents associated with any financial transaction (e.g. credit card receipts) must be protected and stored securely.

Fraudulent recording of financial transactions constitutes gross misconduct and disciplinary action will be taken accordingly.

16. BUSINESS INTERESTS

During your normal hours of work, you shall devote your whole time and attention to the business of the College and you may not, without the prior written approval of the Principal devote any time to any business other than the business of the College.

During the continuance of your employment you may not (without the Principal's prior written approval), whether paid or unpaid, be directly or indirectly engaged or concerned in any activities which may:

- (a) Conflict with our business interests;
- (b) Adversely affect our reputation or relations with others; or
- (c) Prejudicially affect your ability to properly and efficiently discharge your job duties and responsibilities.

The decision as to whether or not an activity would conflict with the College's business interests, adversely affect the College's reputation or relations with others or have a prejudicial effect on your ability to discharge your job duties and responsibilities shall be in our absolute discretion. We will always have regard to our obligations under the Working Time Regulations 1998.

17. VARIATION PROVISION

We may amend or vary any non-contractual Policies and Procedures from time to time for various reasons relating to College needs or to reflect legal developments, provided that the changes are not at variance with any statutory and legal requirements.

We may amend or vary your contract of employment (including Part One of this Handbook) from time to time in order to reflect legislative or other legal developments. We may also make minor, non-fundamental changes to your contract of employment from time to time.

You will be notified in writing of minor changes of detail with any such change taking effect from the date specified in the notice.

Other changes will be made only after consultation and with any such change taking effect after giving at least one month's written notice.

Notwithstanding the above, the College reserves the right to vary these terms and conditions, without consultation, where this is necessary to comply with any statutory or legal requirements..

18. LIMITS OF AUTHORITY AND ETHICAL BUSINESS CONDUCT

The College operates in a legitimate and ethical manner. This principle is applied to our relationships with students, customers, competitors, suppliers, agents and representatives and all with whom we do business. This means that you are required to act accordingly in all business dealings on behalf of the College. For example you must:

- (a) 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;
- (b) Not give incentives other than modest gifts, or appropriate entertainment, in keeping with responsible and generally accepted business practices;
- (c) Not make promises the College cannot keep or does not intend to keep;
- (d) Avoid misrepresentation in all recruitment, sales and promotional efforts; and
- (e) Authorise any variation to our Terms of Business, agree any discounts on charges or authorise any expenditure for any reason without the authority of your Manager or a Cabinet Member.

If you are in any doubt you must discuss the issue with your Manager or a Cabinet member.