EMPLOYEE HANDBOOK

Murray Edwards College
University of Cambridge

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WELCOME

Welcome to Murray Edwards College! You are now part of a College which was founded in 1954 as New Hall when it was just: the 'third foundation' for women students at Cambridge University. The College was renamed Murray Edwards College in 2008.

Murray Edwards College is a College for the education of women in the University of Cambridge. We are a community united by our shared mission of education, learning and research. At the same time the College is a diverse community, including students, academics and non-academic staff. It is a home for some and a workplace for all. The core commitment of the College is to ensure an environment where everyone can thrive and achieve their best.

The College also seeks to provide the opportunities through which young women can further develop their skills, experience and confidence in order to realise their chosen paths forwards. At both undergraduate and postgraduate level, we encourage and enable our students to develop as creative thinkers, as informed leaders and as insightful decision-makers, equipped to take on the challenges they will meet in life. This is realised not only through the core teaching but also through the Gateway Programme for personal development and in future through greater support to young alumnae.

The key principles of College life are that everyone in our College should be treated with dignity, fairness, respect, and in a spirit of inclusiveness. This governs our own behaviour as well as what we can expect from others. The College is also a proud member of the wider community of the University of Cambridge and beyond, and as such passionately committed to the core academic principles of freedom of enquiry and freedom of speech. We believe in the central importance of sharing one another's ideas and views in discussions which are mutually respectful, and we consider such freedom and openness combined with mutual respect and fairness as central to College life and identity.

We value the contribution that each member of staff makes to the College community. In return we will seek to support you in your work and present you, where possible, with opportunities for personal and professional development.

At Murray Edwards College we have a clear commitment to how people should be managed, and the following aims and beliefs underpin our employment policies:

- To offer fair and equal treatment to all employees, visitors and contractors, regardless of race, colour, age, nationality, ethnic or national origin, disability, sex or marital status, sexual orientation, religion or any other protected characteristic.
- To provide the climate and resources that will enable employees to progress with due regard to their talents and skills. To encourage continuous self-development in addition to formal training and to provide, whenever possible, a challenging, supportive working environment.
- To offer pay and benefits that are fair, transparent and competitive.
- To ensure that ideas, concerns and problems are identified and that two-way communication is effectively maintained. This includes involvement in decision-making whenever appropriate, as well as feedback on individual performance.
- To ensure that the working environment is physically comfortable and safe.
- For Heads of Departments to operate an 'open door' policy in order to facilitate effective communication for all employees and a continual flow of ideas throughout the College.

As a group we have also identified the following qualities as espousing the way in which we wish to work together and interact with colleagues and we ask all staff to adopt these attitudes and actions as they carry out their day to day College activities:

Respect for one another's knowledge and contribution
Courtesy in how we interact
Courage in speaking up, giving constructive feedback and dealing with issues directly
Collaboration listening and helping where we can, giving enough notice and information
Good Humour and flexibility

We trust that you will find the College induction and your departmental and role introductions helpful in settling in to your role here.

We will be very happy to help you find any further information that you would find useful. We ask that you familiarise yourself with the College policies and processes during your first few weeks.

YOUR EMPLOYMENT

This Handbook sets out the non-contractual policies and procedures that normally apply to those employed by Murray Edwards College, so that you can get the most out of working here. Please read this Handbook carefully and note its contents for future reference.

The policies and procedures contained in the Handbook are approved by College Council and are intended to allow the flexible and efficient running of the College rather than as static rules.

Inappropriate access or disclosure of your data constitutes a data breach and should be reported in accordance with the College's Data Protection Policy for Staff. It may also constitute a disciplinary offence which will be dealt with under the College's Disciplinary procedure.

Your eligibility to work in the UK

Under the Immigration, Asylum and Nationality Act 2006 and subsequent relevant UK legislation, all employers are required to make basic document checks on every person they intend to employ. You will be asked to provide original documents as evidence that you are eligible to work in the UK at the start of your employment, and where relevant at intervals during your employment. Further information about documents that are acceptable for this purpose is available from HR.

The College will take copies of the original documents, which will be retained on your personal file. When requesting information about your eligibility to work in the UK, the College will process your personal data collected in accordance with our Data Protection Policy. Data collected from the point at which the College receives your eligibility documentation will be held securely and accessed by, and disclosed to, individuals only for the purposes for which it was collected and processed. Inappropriate access or disclosure of your data constitutes a data breach and should be reported in accordance with the College's Data Protection Policy. It may also constitute a disciplinary offence which will be dealt with under the staff disciplinary procedure (see the Employee Relations section).

Staff should note that should a person's right to work in the UK cease to be valid, for example as a result of a visa expiry or a change in circumstance on which a visa is reliant, their employment with the College would cease with immediate effect.

Your probationary period

The College believes that the use of probationary periods increases the likelihood that new employees will perform effectively in their employment.

The probationary period for new employees (or for employees working in a new role) is normally six months, with the right to extend by a further three months if this is deemed appropriate by the College. Probation periods may be extended by reasons of absenteeism, lateness, conduct, performance and capability issues.

During the probationary period, the College assesses work performance and general suitability for the role, and, if it is satisfactory, employment will continue. If work performance is deemed not to be at the required standard, or if the employee is considered to be generally unsuitable for the role or the College, the College may decide to terminate employment during or at the end of the probationary period.

The College reserves the right not to apply the full contractual capability and disciplinary procedures during the probationary period. During the probation period your notice period will be governed by your employment contract and is a minimum of one week. Your holiday entitlement accrues in the normal way and you should make requests for holiday in the normal way.

Conflict of interests

We wish to avoid circumstances that might create a conflict of interest in terms of interfering with your ability to satisfactorily perform your job here or leading to loss or reputational damage to the College.

Examples of potential conflicts of interest might include external employments or positions such as directorships, trusteeships, unpaid / charitable volunteering, invitations to give speeches, write articles or contribute to media activities, and where those activities may touch on or implicate the College.

In addition, Working Time Regulations require that the average normal working week, including overtime, should not exceed 48 hours, averaged over a 17-week period. We wish to ensure that our staff are not working in excess of these hours.

Staff are therefore required to notify the College via their Line manager of any such activities so the College is aware and the activity is authorised. The College reserves

the right to ask employees to resign from outside positions in certain circumstances (for instance if the combined hours are likely exceed the Working Time Regulations limit, or if the role is likely to conflict with the employee's responsibilities at the College). Failure to notify may result in disciplinary action including dismissal.

Conduct and Appearance

The conduct and appearance of employees contributes significantly to the image of Murray Edwards College. You are expected to be pleasant, polite and considerate to students, visitors, colleagues, Fellows and outside contacts. All employees are required to adhere to a professional standard of dress and appearance that is appropriate, whilst also fulfilling our wish to be inclusive.

Where a uniform is not provided, employees' clothing and appearance is expected to be clean, smart, neat and appropriate to the work being undertaken, including appropriate footwear. If working on a site where protective clothing and footwear are required you must abide by the rules on site.

If you do not comply with these standards you will be subject to the College's normal disciplinary procedure. In serious cases, where in the College's view your appearance is unacceptable, you will be required to return home to change. No pay will be given for the duration of absence from work so incurred in this way. You have the right to lodge an appeal against a decision on the acceptability of your appearance, using Murray Edwards College's normal grievance procedure.

At the start of your employment or before undertaking duties that require personal protective equipment (PPE), the College will, where appropriate, provide protective clothing and/or uniforms as determined by the head of department. The College will provide all tools and equipment for the duties required of College staff unless otherwise stated.

Confidentiality

All confidential information that:

- is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence;
- relates particularly to the affairs of the College, Fellows, students, staff or visitors, or that of other persons or bodies with whom the College has dealings of any sort; and
- has not been made public by, or with the College's authority;

shall be confidential, and (save in the course of College business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without the written consent of the College.

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

If, during your employment, you fail to adhere to this policy, this may result in disciplinary action, including dismissal, noting that dismissal does not preclude Murray Edwards College taking legal action.

When your employment ends

If / when you decide to leave Murray Edwards College, you should refer to your contract or subsequent variation confirmation letter for the required notice period that should be given.

You should notify your line manager or head of department and HR in writing of your decision to leave your job and the date on which you propose to end your employment with the College, taking into account your required notice.

The notice period will begin from the date you notify us of your intention to leave and your line manager will discuss with you and agree your last working day.

If you give insufficient notice of termination of employment, Murray Edwards College may at its discretion treat the shortfall as holiday and set off the appropriate number of days against any outstanding holiday entitlement.

If it becomes necessary for Murray Edwards College to terminate your contract, then the notice shall be given in writing by the Bursar and will be in accordance with the notice period shown in the Contract of Employment or subsequent variation, or longer, as determined by statute. In cases of gross misconduct, no notice period will apply and no payment in lieu of notice be made.

Exit interviews

When you leave, we will often request an ‘exit interview’ with you, as this can provide valuable information for the future development of the College. This is likely to be arranged by HR or a member of the Personnel Committee and is not obligatory.

We encourage all employees who leave to candidly share their experiences and perceptions of the College.

Any personal data that the College collects through an exit interview will be used only for the purposes that it was collected and processed.

Garden leave

Murray Edwards College may, at its own discretion, require you not to attend work for the duration of the notice period and may, at its discretion, relieve you of some or all contractual duties during that time. All contractual entitlements and benefits, including remuneration, will continue as normal throughout the garden leave period.

Equipment and documents

Staff leaving Murray Edwards College must return all College property within their possession or control to their Line manager. This will include items such as College security / ID passes, travel documents, passes, manuals, calculators, laptops, computer equipment, documents, papers, etc. and any other College-owned property.

For Fellows employed by the College, the clauses above may vary in application. Those relating to eligibility to work in the UK, personal data and confidentiality will apply to all employed staff, whilst other clauses are specific to operational rather than fellowship roles (e.g. job descriptions, probationary period).

YOUR PAY

Your monthly pay

The College reserves the right to alter the frequency or date of salary payments should this be necessary to meet changing operational requirements. Employees would be given sufficient advance notice of such changes to enable adjustments to personal financial arrangements.

Deduction from wages

Aside from the statutory deductions of tax and national insurance contributions (where applicable) and pension contributions, Murray Edwards College may deduct from your salary, or require payment from you - subject to the terms of the Employment Rights Act (1996) - for any of the following:

- Agreed deductions, such as for the Cycle Scheme repayments.
- Loans from the College under terms agreed between the parties.
- Training fees for nationally recognised vocational or professional training courses and qualifications, where agreed in advance between both parties.
- Any monies due from you to Murray Edwards College.
- Excess of any other payment made to, including salary where you fail to work your full notice as required by your employment contract, or annual leave taken in excess of entitlement if you terminate your contract part way through the holiday year.
- Excess of expenditure claimed.
- An amount requested by you in writing that has prior approval of the Bursar.
- Attachment of Earnings Orders issued to the College.

Should there for any reason be any overpayment of salary recoverable under the terms of the Employment Rights Act (1996), Murray Edwards College reserves the right to adjust future salary payments until the overpayment has been recovered and/or to require payment upon request. Any adjustment will only be made after consultation with you. A deduction from salary does not preclude the consideration of disciplinary action being taken, where appropriate.

Pension contributions

As required by the UK government, the College has a qualifying workplace pension scheme into which eligible employees are automatically enrolled.

Subject to an employee not opting out of membership of the pension scheme, pension scheme enrolment occurs after a period of three months from the start of employment

(this is called the 'postponement period'), on the basis that each employee: earns over the earnings trigger, is aged 22 or over, is under State Pension age.

Employees that do not meet the above criteria may be able to opt into the scheme if certain conditions are met.

Pension contributions meet the statutory contribution rates set by the UK government.

The current rate (from 2019) is 8% total contribution, with the College contributing 5% on behalf of its employees, and employees contributing a minimum of 3%.

Tax

The College issues P60 forms (statements of taxable earnings) each year and sends a copy to each applicable employee in advance of submission to the Contributions Agency. Employees should check the details and highlight any queries and note that duplicates cannot be issued.

Tax records for employees are held by: *HM Revenue and Customs, Inland Revenue, Cambridgeshire Area, Hereward House, Broadway, Peterborough, PE1 1TJ.*

Murray Edwards College's PAYE tax reference number is: **126/U31**

How your pay is set

Salaries are determined by the College Council, which may devolve the responsibility to the Personnel Committee and Senior College Officers. Pay for College roles is set according to the College Job Evaluation structure which is in place to ensure equal pay. Salaries are also tested regularly against the College's external market.

You are not automatically entitled to an annual increase in salary even if your performance is deemed to be satisfactory.

For Fellows employed by the College, the clauses above may vary in application. Those relating to the timing of monthly pay are applicable to all, whilst clauses relating to the pension scheme and the determination of pay are applicable only to operational staff.

WORKING TIME

Working hours

Heads of department, in conjunction with HR and the Bursar, are responsible for deciding appropriate working hours for each of the roles in their department and start and end times are agreed accordingly. Depending on their role, staff may be required to sign in and out of work each day.

On occasions, staff may be required to work outside their regular working hours in order to fulfil the needs of the department or the College.

Additional paid hours

As a rule, the College does not pay overtime. However, there may be specific circumstances in which, with the express consent of the Bursar, overtime payments may be made to staff below line manager level. Those instances are:

- Where members of staff are regularly being asked to take on additional responsibilities to cover positions, where use of time off in lieu (TOIL) would create the need for additional shifts. This may come about due to:
  - a long-term vacancy
  - unforeseen staff absence
- Where additional hours are directly attributable to sustained periods of exceptional workload, for example arising from the use of the College for commercial events bringing in incremental income.
- Where there are exceptional requests for members of staff with particular skills to work outside their normal working hours and outside their normal duties of employment.

The agreement to paid overtime must be given *before* the staff member undertakes the additional work.

Time off in lieu (TOIL)

Additional hours should be undertaken by staff only with the prior knowledge and consent of the head of department and only when it is in the interests of the College. Where there is no agreement with the head of department, the additional hours will not qualify for TOIL.

Where additional hours of work are necessary, staff will be compensated by means of time off in lieu (TOIL), with time being granted to match the number of hours that were additionally worked (Time x 1). Depending on the department, additional hours

worked on a weekend or a bank holiday may be recompensed at time and a half (Time x 1½) if the Head of department has given prior written agreement.

TOIL will usually only be agreed for additional time in excess of one hour per day, by prior agreement of the line manager, and is only suitable for a short period of out of hours working, on an ad hoc basis, for example to complete an exceptional and important task.

It is not intended that additional hours are a regular feature of a role or that staff will accrue large numbers of hours of TOIL by working small pieces of additional time on a day to day basis (other than in certain operational departments as agreed with the Bursar).

TOIL should be taken as soon as is reasonably practicable and within three months of accrual. Where this is not agreed with the head of department and/or not taken in this time frame, TOIL will be lost and there will be no monetary compensation.

Staff at management level are generally expected to work flexibly in order to meet the needs of the College. It would not normally be expected for additional hours accrued on a daily basis to amount to TOIL other than in exceptional cases or where work is required at weekends or on non-working days/bank holidays.

TOIL as applied to out of hours work does not apply to staff working shifts, who will be expected to work shift patterns as agreed with their line manager; however, additional hours over and above the normal shift hours will be reimbursed as TOIL.

For part-time roles, additional hours worked on your normal working days or on weekdays that are not normally worked shall be treated as TOIL and reimbursed at the normal rate (Time x 1).

Emergency call-out arrangements

For certain departments (for example Gardens, Housekeeping, Maintenance) there will be a single payment for emergency call outs at the current agreed rate to compensate employees for unplanned travel and time spent attending to the situation.

Working time regulations

The Working Time Regulations mean that the normal working week, including overtime, should not exceed 48 hours (averaged over a 17-week period or 52 weeks by workforce agreement).

You can opt out of these arrangements on a voluntary basis. If you do opt out you would subsequently be required to give three months' notice to terminate your opt-out agreement i.e. opt back in again.

Assuming you have not opted out of the Working Time Regulations, you are entitled to the following rest periods and breaks:

- A 20-minute unpaid rest break if you work over six hours (30 minutes for those under 18).
- 11 hours daily rest in each 24 hour period.
- One rest period of not less than 24 hours during seven days (i.e. at least one day off per week) / one uninterrupted rest period of not less than 48 hours in each 14-day period.

If you have opted out of the Working Time Regulations, to provide continuity of service, it may not be possible to take breaks at the time and of the duration as set out in the Working Time Regulations. However, the College will try to accommodate these where possible.

Whilst it is necessary for employees to work at such times as are necessary for the effective performance of their duties, Murray Edwards College wishes to ensure that employees do not work in excess of the hours set by the Working Time Directive.

Rest / meal breaks

Depending on hours worked in a given role, and at the discretion of the College, staff are entitled to the following rest / meal breaks, which are in excess of the statutory requirements:

- Where an employee works less than five hours a day, he/she is entitled to a 20-minute rest/meal break;
- Where an employee works between five and six hours a day, he/she is entitled to a 30-minute rest/meal break;
- Where an employee works more than six hours a day, he/she is entitled to a minimum of 30 minutes rest/meal break.

The timing of these breaks to be agreed in advance with the head of department.

The clauses above are not applicable to Fellows employed by the College.

LEAVE

Holiday

Your holiday entitlement is 25 days, plus bank or public holidays for full time employees, pro-rated for part-time roles.

The holiday year runs from 1 October to 30 September. If you join later than 1 October you will be entitled to a proportional number of leave days during your initial annual leave year. For part years of service your entitlement will be calculated as 1/12th of the annual entitlement for each completed month of service during the holiday year (rounded to the nearest full day).

Additional leave is granted in recognition of length of service at the rate of one extra day following the first three years of unbroken service, and a further one day once you have completed five years of unbroken service, pro-rata for part-time roles. These days are awarded at the start of the holiday year after the completion of three and five years.

The College is closed for work on 24, 25, 26 December each year, and you are required to keep three days of your annual leave entitlement to cover those days. Certain departments may also close for certain periods in the year. Your head of department will be able to let you know about such periods if applicable.

Other bank and public holidays falling within Term-time are, for many staff, regarded as normal working days (unless otherwise agreed with the Head of department). If you work on those days, a day in lieu will be given. Those working part-time will be given time on a pro-rata basis according to the number of days in the week that you work.

You may book up to two weeks of holiday (i.e. 10 days for full time & pro-rata for part-time roles) at any one time.

Depending on College operations, your head of department may approve holiday that exceeds this limit, usually for up to one additional week (i.e. five days for FTE, pro-rata for part-time) on the basis that you seek approval from your head of department at least three months in advance.

Wherever possible, Murray Edwards College will honour reasonable holiday arrangements already made by a new employee, although the dates should be

discussed before joining. However, paid holiday is likely to be made based on the pro-rated entitlement. Any additional holidays will be unpaid.

Booking holiday

When planning holiday, please discuss the dates with your line manager or head of department, giving as much notice as possible (e.g. at least one weeks' notice for one day's holiday and one month's notice for one week's holiday) and wait for their approval before booking.

Once approved, holiday dates can be booked via the College's holiday booking process. The College will not normally withdraw approval for annual leave once given; however we reserve the right to withdraw approval should unusual circumstances arise (e.g. due to unforeseen circumstances or events). Where this has to be done because of the needs of the College, every effort will be made to minimise any inconvenience or hardship this may cause you.

You should raise any dispute you may have with a decision not to approve a holiday request with your head of department in the first instance and if the situation still remains unresolved, you are invited to follow Murray Edwards College's normal grievance procedure.

Holidays taken without prior consent of the College (usually your head of department or line manager) will be deemed unauthorised absence and will be dealt with in accordance with the College's disciplinary procedure.

Similarly, if for any reason you know that you will be late returning from holiday, you must contact the College as soon as possible, and explain the situation to your line manager. Failure to do so will render you liable for disciplinary action for unauthorised absence. If the College does not consider that you have sufficient reason for returning late from holiday, disciplinary action may be taken against you. Disciplinary action taken in either circumstance may result in your dismissal.

Annual leave must normally be planned and taken in the holiday year during which it is accrued. If it is not possible for operational reasons to take holiday in the same year in which it is accrued, your head of department has the discretion to allow you to carry over up to one week's leave (five days for full time employees and pro-rated for part-time employees accordingly), noting that for some departments, the shift pattern may mean that the five working days are translated into a certain number of shifts. Any leave carried forward must be used by 31 December of that same calendar year. Annual leave not used by then will be forfeited.

Holidays at the end of employment

When leaving the College at the end of your employment, if you are working out your notice you will normally be expected to take any remaining pro-rata accrued holidays during this period. If the number of holidays you have taken exceeds your holiday entitlement pro-rated according to your leaving date, those days will be deducted from any final salary (or expenses owing to you).

If it is agreed with your line manager that it is not practicable for you to take your remaining holidays, a payment, subject to PAYE, in lieu will be made. Other than in exceptional circumstances, no payment in lieu of holiday is made except on termination of employment, whether by retirement, resignation or otherwise.

Holidays and sickness

If you fall sick or are injured while on holiday from work, as long as the following conditions are met, you will be able to transfer your holidays days to sick leave and the number of days of sick leave will be returned to your holiday entitlement. The same will normally apply if you are ill or are injured before the start of a period of planned holiday. The conditions are:

- As soon as you fall sick or are injured, you (or someone on your behalf) must notify your line manager or head of department that you are sick/injured whilst on holiday from work.
- You should let us know for how long you are likely to be incapacitated.
- Once you are back at work, you should agree replacement holiday dates with your line manager, preferably for the same holiday year. You may be required to take all or part of your replacement holiday on particular days.

Any period of sickness absence will be treated in accordance with the College's normal policy on sickness absence, including sickness certification and sick pay.

Sickness

Sick leave

If you are unable to come to work because you are sick or have been injured, contact must be made with your line manager or head of department on the first day of sickness, preferably before your usual start time (and at the latest by 10.00am).

We need you to confirm the nature of your illness / injury and, where possible, the likely length of absence.

We also need you to provide us with official sickness certification in the form of:

- A completed Murray Edwards College sick certificate or official Department of Social Security sickness certificate, for absences lasting 1-7 calendar days (including weekend days and bank / public holidays and alternative rest days, and / or:
- A statement of fitness for work (fit note) completed by your GP or appropriate doctor, for absences lasting more than seven calendar days

When you return, we may have a return to work meeting with you, particularly important after significant absences

Failure to provide the required certification could mean that the absence is denoted as unpaid leave until the documentation has been provided. Repeated instances of failure to adhere to the sickness absence procedure could lead to disciplinary action.

Your head of department or line manager may in certain circumstances require a signed fit note from your doctor on the next occasion of sickness absence (of whatever duration). Where there is a cost for obtaining such additional fit notes in these circumstances, the College may reimburse the cost on production of a receipt.

In the event of an employee incurring over four weeks' sickness absence in a 12-month period, or a number of shorter absences in any six-month period, the College may wish to seek specialist medical advice. This will only be done after discussion with the head of department and with your written consent. Requests for a medical report will be handled in accordance with our policy on medical examinations.

When managing sickness absence, the College processes personal data collected in accordance with its data protection policy. Any data related to your health is considered special category personal data and is therefore subject to higher levels of protection. In particular data collected including fit notes, occupational health reports, GP reports, consultant reports and any other information providing details of the state of your health is held securely and accessed by, and disclosed to, individuals only for the purposes of managing your sickness absence. We may use this data to ascertain

your fitness for work, to determine whether you require any reasonable adjustments and to fulfil our obligations under our duty of care to you or for the assessment of your working capacity in line with our data protection policy. Inappropriate access or disclosure of your special category personal data constitutes a data breach and should be reported in accordance with the College's data protection policy immediately. It may also constitute a disciplinary offence which will be dealt with under the College's disciplinary procedure.

Sick pay

If you are unable to work in the short-term through illness, injury or disability (through no fault of your own), the College will pay in lieu of salary for a period of time, as long as the absence is believed to be authentic and the conditions around sickness certifications have been met.

College sick pay operates in conjunction with statutory sick pay (SSP) and these two, when added together, will be equivalent to basic salary. These schemes operate for employees' normal working days.

Any days of College pay in lieu of salary which qualify for SSP will be offset against SSP on a day-to-day basis. An offset will be made for any other state benefits received if you are excluded or transferred from SSP.

SSP is subject to all normal deductions and qualification for SSP is dependent on:

- SSP is only paid for qualifying days – i.e. your normal working days.
- SSP is payable only after three qualifying days i.e. from the fourth day of illness.
- SSP is payable at one of two flat rates, determined by the employee's earnings. The maximum entitlement to SSP is 28 weeks per period of sickness. Periods of absence occurring within eight weeks of each other are linked for the purposes of SSP payment and entitlement (even if the reasons for the absence are different).

If absence is caused by an accident for which the employee can properly claim from a third party for loss of earnings, such a claim shall be made and damages awarded shall accrue to the College up to but not exceeding any amount paid by the College.

Unless your contract states otherwise, the maximum period for which payment in lieu of salary may be made is as below:

Period of continuous service on the first day of incapacity	*At a rate equal to normal salary (including statutory sick pay (SSP))*	*At a rate equal to half normal salary (inclusive of SSP)*
During first three months of probation period	No pay (SSP only)	No pay (SSP only)
After passing three months of probation period and up to and including one year	Four weeks in any 12-month period	Two weeks in any 12-month period
Over one year and up to and including three years	Eight weeks in any 12-month period	Four weeks in any 12-month period
Over three years	12 weeks in any 12-month period	six weeks in any 12-month period

Medical fitness

We recognise the importance of our staff being able to meet the physical and mental requirements of their role. In order to be assured of this we may request your consent under the Access to Medical Reports Act 1988 to apply to your GP or consultant for a report on the current state of your health, or request that you undergo a medical examination by an independent qualified medical practitioner, such as an occupational health practitioner.

If you do not wish to consent to the College contacting your doctor for a medical report or to undergoing a medical examination, the College will act on the information which it has available.

If it is found as a result of a medical report or examination that you are not capable of carrying out your duties as a result of ill health, we may need to bring your employment to an end, or suspend you from duty on medical grounds until we are satisfied that you are fit to resume work.

Murray Edwards College will have regard at all times to the requirements of the Equality Act 2010, and will consider making any reasonable adjustments, if possible, prior to suspension or termination.

If we make a request of this nature, we will explain to you why we are seeking to process this information and the legal basis we are relying upon to do so. It is possible that you may be asked to see a medical practitioner or to give your consent to us receiving a medical report in order to:

(i) assist our investigations into an ongoing case of sickness absence;
(ii) to determine whether you should continue to receive occupational sick pay;
(iii) to make a decision with regards to your capability to perform your role;
(iv) to determine if you require any reasonable adjustments; or

(v) in relation to another legitimate reason that we will communicate to you at the time.

If we deem it necessary to ask for access to a medical report, or for you to visit a medical practitioner, you will be asked to sign a medical consent form stating whether you consent or not, and if you wish to see a copy of any medical report in advance of its disclosure to the College. Regardless of whether you provide your consent or not, you will be asked to acknowledge that you have been notified of the reason under data protection law as to why we are seeking to process this information and the legal basis for doing so.

Any personal data collected in relation to this policy is held securely and accessed by, and disclosed to, individuals only for the purposes of managing the sickness procedure. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the College's data protection policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the College's disciplinary procedure.

Unauthorised absence

Any time off where appropriate advance notification has not been given and authority not granted will be treated as unauthorised absence and will not be paid. Unauthorised absence will be treated seriously and may result in disciplinary action, which could lead to dismissal.

Unpaid leave

Unpaid leave will only be granted in exceptional circumstances and generally for a short period of time, with the consent of the Bursar.

Compassionate leave

You may be granted limited paid time off work as compassionate leave where:

- you need to care for a dependant or close relative who is seriously ill, or
- a dependant or close relative has died (this includes time to deal with practical matters which may arise as a result).

A 'close relative' may be a spouse or partner, child, stepchild, grandchild, parent, step-parent, parent-in-law, grandparent, brother or sister, stepbrother or stepsister, or brother or sister-in-law.

A ‘dependant’ may be a spouse, civil partner, child (biological, adopted or fostered or for whom you have legitimate responsibility), parent or someone who lives with you as part of your family (not a lodger/boarder) or who reasonably relies on you for assistance or to arrange provision of care if they fall ill, give birth, are injured or assaulted, or where care arrangements break down unexpectedly.

Paid compassionate leave will normally be limited to a maximum of five days but will depend on individual circumstances and the discretion of the Head of department and Bursar. This should be discussed prior to the leave being taken.

When you make a request for compassionate leave, any personal data that you provide will be processed in accordance with the Company’s Data Protection Policy. In particular, your Line manager / HR will only record the personal information required to make a decision in relation to your request for compassionate leave and will keep this information only for as long as necessary to deal with the request.

Parental bereavement leave

If you lose a child under 18 (or your baby is stillborn after 24 weeks of pregnancy), you may be granted up to two weeks paid parental bereavement leave.

This is irrespective of your length of service and can be taken over the course of the 56 weeks following the child’s death, either as two separate weeks or one block of two weeks.

Emergency leave to take care of dependants

You may take paid leave of up to five working days (pro-rated for part-time) in any rolling 12-month period (two working days permitted on any single occasion) to deal with unforeseen emergencies involving dependants, For example:

- To deal with an unexpected disruption or breakdown in care arrangements for a dependant, for example if a childminder is unavailable or the dependant is ill or alternative emergency care needs to be arranged;
- If a dependant falls ill, gives birth or has been involved in an accident.

This provision does not apply to situations which an employee knew about beforehand e.g. to take a child to hospital for an appointment. In such circumstances, unpaid leave / unpaid parental leave, or annual leave / TOIL might be used instead.

Jury service

If you are required to attend jury service, or are summoned as a witness, you are obliged by law to attend court and the College is obliged to release you for this public duty.

Whilst you are carrying out jury service you will receive your full salary, less any payment you receive from the court as compensation for loss of earnings. You are required to claim for loss of earnings from the Clerk of the Court. Payroll can verify details of loss of earnings on the appropriate form.

Written confirmation of expenses received should be obtained and submitted.

Volunteer Service Reserve Forces

If you are thinking of enlisting in the Territorial Army (TA), Naval Reserve or Royal Air Force Reserve, we ask that you first discuss this with your head of department.

New employees who may already be members of the above forces should disclose this fact before their employment commences.

Time off for public duties

For employees who are a justice of the peace or member of an official body such as a statutory tribunal or local authority, the College allows reasonable unpaid time off work provided you have disclosed the nature of your duties at the start of your employment or, if already employed by us, prior to accepting such duties.

Time off for engaging with these duties should be discussed with the head of department.

Severe weather or other disruptions

We understand there may be times when circumstances outside your control make it problematic to travel to work, for example when transport is disrupted due to severe weather or there are public transport problems.

The College is committed to promoting the health, safety and welfare of all its employees AND to ensuring that disruption is kept to a minimum. It is expected that you will make every reasonable effort to come to work where it is safe to do so.

If you are unable to get to work, or are likely to be unduly delayed, please follow the normal absence reporting procedures (i.e. make contact as soon as you are able to and before the start of the working day with your line manager or head of department or the Porters' Lodge). Failure to inform us of your absence without genuine reason may be treated as unauthorised absence and could result in disciplinary action.

If you have made all reasonable efforts to come to work without success, your head of department will suggest that you:

- work from home, at the discretion of the head of department and dependent on what work can be completed at home;
- take the time as annual leave;
- take the time as unpaid leave.

All circumstances will be taken into consideration in deciding what is most appropriate (such as distance from home to work, mode of transport).

Heads of department will also decide on a case-by-case basis whether it is appropriate for employees to leave work early due to severe weather conditions, based on distance from home to work, mode of transport, your views and the needs of the College.

Whilst the College will ensure, so far as is reasonably practicable, the health, safety and welfare at work of all its employees, employees are reminded of their duty to take reasonable care for their own health and safety and that of other persons who may be affected by their acts or omissions. This includes taking extra care when travelling to and from work in severe weather and other adverse conditions.

Medical / dental appointments

Routine doctor, optician or dental appointments and any other personal off-site appointments should be arranged to take place outside normal working hours wherever possible. However, it is accepted that urgent appointments may be required during normal working hours. Where this is the case, permission must be received from your line manager or head of department before attending the appointment, and the time off for the appointment should be made up as soon as possible.

If it is not possible to re-schedule the appointment outside normal working hours you will be permitted to attend the appointment (other than in unusual circumstances). It is generally expected that any time taken out of work to attend appointments will be made up/ taken from TOIL, annual leave, unpaid leave (or in some cases sick leave).

We reserve the right to ask to see a copy of your appointment card. If we do so, any sensitive personal data shall be treated confidentially by the person requesting the information, and the information shall only be used for the purposes of making a decision about attendance at a specific appointment.

For essential medical screening, employees should try to make the appointment outside normal working hours. If this is not possible then time off to attend the appointment will be given, provided a copy of the appointment card or letter is given to your line manager or head of department. Time taken out of work to attend such screening appointments on a regular basis should be taken from TOIL, annual leave, unpaid leave (or in some cases sick leave).

In all cases, Line managers must be given as much notice as possible prior to an appointment during working hours so that if necessary, cover can be arranged.

When you make a request for time off for medical appointments, any personal data that you provide will be processed in accordance with the College's data protection policy. In particular, your line manager will only record the personal information required to make a decision in relation to your request and will keep this information only for as long as necessary to deal with the request.

Other leave

In cases where employees are absent for some reason not covered above, the head of department will consider whether that absence has arisen from a cause over which the employee had no control. If this is considered to be the case, then the College may allow for the employee's holiday allowance to be used to cover the absence retrospectively, or if necessary, may grant special paid leave to cover such an absence.

This would not be expected to exceed a maximum of five working days in any one leave year. Any such leave in excess of five working days may be exceptionally approved by the Bursar in consultation with the relevant Head of department. The Bursar's decision on all matters related to this policy is final.

As always, a record should be kept by the line manager or head of department showing the dates of all absences of members of staff.

For Fellows employed by the College the above clauses shall apply other than in respect of annual leave, which is handled differently in relation to term-time obligations versus non-term-time flexibility.

FAMILY LEAVE

Maternity leave

Pregnant employees are entitled to maternity leave and pay in accordance with the current UK statutory provisions. The College also offers additional contractual Maternity Pay for eligible employees.

If you are pregnant you should let your line manager or head of department, and HR and Payroll know as soon as practicable, and not less than 15 weeks before your due date. You should notify us in writing of:

- The fact you are pregnant
- Your due date (otherwise known as the EWC)
- The date on which you intend to start your maternity leave
- Your MATB1 form – please pass this to us as soon as you have received it

We will write back to you within 28 days to confirm the details of your maternity leave. We will assume that you will take 52 weeks' maternity leave unless you tell us otherwise.

You are able to change the planned start date or your maternity leave, where possible by giving us 28 days' notice of the new proposed date.

Irrespective of length of service or working hours, as a pregnant employee you are entitled to 52 weeks' maternity leave in total, broken down as 26 weeks' 'ordinary maternity leave' (OML) and 26 weeks' 'additional maternity leave' (AML).

You can return to work at any point after two weeks following the birth of your baby**.** If you wish to return before taking your full maternity leave entitlement**,** or to change the return to work date originally given, you should notify us of this at least eight weeks before the date on which you wish to return.

You have the right to return to work irrespective of your length of service. If you return to work within the OML period (i.e. between weeks three and 26 of the maternity leave period) you have the right to return to your job on the same terms and conditions as before (unless for any reason for job no longer exists).

If you return during the AML period (weeks 27 to 52) you have the right to return either to the same job or, where this is not practicable, to another similar job which is deemed suitable and with terms and conditions as good as your previous role.

If you want to amend your hours or duties on your return to work, you have the right to make a flexible working request.

Antenatal care

Irrespective of length of service you are entitled to reasonable paid time off during working hours for antenatal appointments made on the advice of a registered medical practitioner. This may include relaxation classes and parent-craft classes. After the first appointment, we may require an appointment card or other documents that show an appointment has been made.

Expectant fathers or partners of a pregnant woman also have the right to take time off work to attend up to two antenatal appointments. This time off is usually unpaid and is limited to 6½ hours per appointment.

Maternity meave

You may start your maternity leave up to 11 weeks before your due date and as noted, you are required to take a minimum of two weeks' compulsory maternity leave commencing from the date of childbirth.

If your baby arrives early your maternity leave will automatically start on the day after the birth.

If the baby is stillborn after the 24th week of pregnancy, or if the baby is born alive but dies after birth, you will retain your maternity rights.

If, in the four weeks before baby is due, you are off work with a pregnancy-related illness, your maternity leave will automatically begin on the following day.

You will continue to accrue holiday entitlement during your maternity leave. Your accrued holiday days should be taken within three months of your return.

Maternity pay

Employees taking 52 weeks' maternity leave are entitled to maternity pay for 39 weeks, on the basis that:

- You have been continuously employed for a period of at least 26 weeks at the point of the 15th week before the EWC;
- Your average weekly earnings are at or above the limit specified by the Department of Work and Pensions (DWP); and
- You have reached the 11th week before your due date (EWC) or have given birth to a live child prematurely; and
- You have provided the College with a copy of your MATB1 document.

Maternity pay is paid as follows:

- **18 weeks contractual maternity pay** (made up of Statutory Maternity Pay (SMP) plus additional pay from the College to bring the amount to your normal rate of pay); then
- **21 weeks statutory maternity pay** (SMP), where entitled; then
- The remaining 13 weeks of maternity leave entitlement are unpaid.

If you are not eligible for SMP due to your length of service, you will still be entitled to 18 weeks' paid leave at your normal rate of pay.

Maternity pay is normally paid through the standard payroll process and paid on the normal monthly pay date.

The payment of contractual maternity pay is subject to the condition that no work is undertaken during the paid period of leave (up to 39 weeks) other than 'keeping in touch' (KIT) days.

If you decide not return to work after your maternity leave, or you return to work but subsequently decide within the initial three month period back at work to leave your job, the College has the right to reclaim any contractual maternity pay paid to you in excess of statutory maternity pay, calculated on a sliding scale as:

- Return to work for up to one month – recovery of all contractual maternity pay
- One to two months – recovery of two thirds of contractual maternity pay
- Two – to three months – recovery of one third of contractual maternity pay.

In exercising this right to reclaim pay, the College will take into account personal circumstances.

You are not required to repay any SMP if you decide not to return to work at the end of your maternity leave.

Maternity Allowance

If you don't qualify for statutory or contractual maternity pay, you may be entitled to maternity allowance, which is paid by Jobcentre Plus for up to 39 weeks.

A claim can be made for maternity allowance once you have reached 26 weeks of pregnancy, although payments cannot begin until 11 weeks before the baby is due.

To qualify for maternity allowance, you must have been employed or self-employed for 26 weeks out of the 66 weeks before the due date (EWC). Generally, to qualify for maternity allowance, a pregnant mother in the 66 weeks before the baby is due must have:

- been employed or self-employed for at least 26 weeks (not necessarily consecutive weeks)
- earned at least £30 a week, on average, over any 13 of those 26 weeks.

The rate at which maternity allowance is paid is dependent on whether the mother has made national insurance contributions in the 13 weeks they have relied on for qualification.

There may be other circumstances in which an amount of maternity allowance can be claimed. More information on the wider range of options for claiming maternity allowance can be found on the UK government website.

Other benefits during maternity leave

During maternity leave your pension entitlements will be maintained during the paid leave period. These will be based on your actual salary amount.

Your holiday entitlement is accrued at the normal rate. You should agree with your line manager when your accrued holidays will be taken, noting that holiday days cannot be taken at the same time as maternity leave.

Keeping in touch (KIT) days

You may undertake up to 10 separate KIT days of work to be undertaken at any stage during the maternity leave period (after the initial two weeks following the birth), by agreement with your line manager.

KIT days are designed to give you the chance to come into work and undertake some work during your maternity leave without losing your entitlement to maternity pay. Whilst it helps to stay in contact in this way during your maternity leave, there is no obligation for you take up this opportunity.

KIT days can be taken as single days - in blocks of 2 or more days or can be taken consecutively. The can also be used at the end of your maternity leave period as a way of gradually reacclimatising you to work.

You should discuss with your line manager what days and what kind of work may be appropriate for a KIT day.

Any day that you come in as a KIT day will count as one of your 10 KIT days (i.e. you cannot split days to create more than 10 separate occasions).

You will be paid for the hours you work at your normal rate of pay, and the rest of the day will be paid at your normal maternity rate according to the timing of the KIT day (i.e. if the KIT day take place during week 30, you will be paid at the SMP rate for the rest of the day not spent working).

You should note that if you work more than 10 KIT days your maternity leave and pay will automatically come to an end and any further work undertaken will entail losing a week's SMP in that maternity pay period.

If a week in the maternity pay period contains only KIT days, you will be paid SMP for that week. You will not receive an additional payment for any KIT days worked during the 18 weeks contractual maternity pay period. Any KIT days worked during the final 13 weeks of unpaid additional maternity leave (i.e. following the first 39 weeks of paid leave) will be paid at your normal salary rate for the hours worked.

Your rights during maternity leave

Your employment rights are protected whilst you are on maternity leave. This includes: pay increases, holiday accrual, your right to return to your role (as noted above) or a suitable alternative role, and to equal opportunities.

Please note that when managing your maternity leave and pay, the College processes personal data collected in accordance with its data protection policy / policy on processing special categories of personal data.

Data collected from the point at which you notify us that you are pregnant is held securely and accessed by, and disclosed to, individuals only for the purposes of managing the maternity leave and pay.

Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the College's data protection policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the College's disciplinary procedure.

Paternity leave

Paternity leave is a period of either one week or two consecutive weeks of paid leave that fathers or partners can take off from work to care for their baby or child. It is available to employees who:

- have, or expect to have, responsibility for the child's upbringing;
- are the biological father of the child, or are the mother's husband or partner (including same sex relationships);
- have worked continuously for the College for 26 weeks ending with the 15th week before the baby is due.

Note that paternity leave cannot be taken as single days or as two separate single weeks, or before the birth of the baby.

You should let your line manager or head of department, and HR and Payroll know as soon as practicable, and not less than 15 weeks before the baby's due date that you plan to take paternity leave, detailing:

- The due date (EWC) or date of birth if already born;
- the fact that you are taking the leave for the purpose of caring for the child or supporting the mother; and
- whether you wish to take 1 week or 2 consecutive weeks of paternity leave and the date on which you wish the leave to commence.

Should you decide to amend the start date of your paternity leave, you must notify your line manager, head of department, HR and Payroll in writing at least 28 days before the date of EWC, or as soon as you reasonably can. Failure to provide this level of notice in writing may result in losing the right to take paternity leave, or not being able to start it on the date you have chosen.

Antenatal appointments

Employees are also entitled to unpaid time off to accompany their partner to up to two antenatal appointments. The time off should not exceed 6½ hours per appointment and should be used to travel to and attend the appointment. If this takes less than 6½ hours the employee should return to work unless alternative arrangements have been made with their line manager.

If an employee does not want to take unpaid time off, they could request annual leave or ask if they could work the hours at a different time.

The right to two unpaid antenatal appointments also includes employees who will become parents through a surrogacy arrangement if they expect to satisfy the conditions for, and intend to apply for, a parental order.

Paternity leave

Paternity leave cannot start before the baby is born and must be taken within 56 days of the actual date of birth of the baby.

As the baby may not arrive on time, there may need to be some agreed flexibility around the timing of the leave if you are planning to take paternity leave as soon as the baby has been born.

If the baby is stillborn after the 24th week of pregnancy or if the baby is born alive at any point (even if the baby later passes away) the employee is entitled to full paternity rights if they satisfy the conditions above.

When a baby is born prematurely or with health needs we will discuss your appropriate support needs in these circumstances.

Paternity pay

Eligible employees (those with at least 26 weeks' service as at the 15th week before the EWC) taking paternity leave are entitled to up to two weeks paternity pay at their normal rate of pay.

Your rights during paternity leave

Your employment rights are protected whilst on paternity leave. This includes: pay increases, holiday accrual, their right to return to their role or a suitable alternative role, and to equal opportunities.

When managing your paternity leave and pay, the College processes personal data collected in accordance with its data protection policy. Data collected from the point at which an employee informs the College that they plan to take paternity leave is held securely and accessed by, and disclosed to, individuals only for the purposes of managing his/her paternity leave and pay.

Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the College's data protection policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the College's disciplinary procedure.

Adoption leave

Irrespective of length of service or hours worked, if you are to be the primary carer and are adopting a child under five years of age, you may apply for up to 52 weeks' adoption leave (26 weeks' 'ordinary adoption leave' (OAL), followed by 26 weeks' 'additional adoption leave' (AAL).

Additionally, adoption leave is subject to the following provisions:

- Only one period of leave will be available irrespective of whether more than one child is placed for adoption as part of the same arrangement.
- If the child's placement ends during the adoption leave period, the adopter will be able to continue adoption leave for up to eight weeks after the end of the placement.

If you have been approved for adoption, you should notify your line manager, head of department, HR and Payroll in writing within seven days or as soon as you can, giving as accurate as possible an estimate of the placement date and detailing:

- The date on which the child is expected to be placed with you; and
- The date your adoption leave is expected to start; and
- The date you wish adoption pay to commence.

You should let the College know within 28 days if the date of placement (or UK arrival date for overseas adoptions) changes and you must give at least eight weeks' notice if you want to change your return to work date.

Note that only one person in a couple can take adoption leave. The partner of an individual who adopts, or the secondary adopter if a couple are adopting jointly, may be entitled to paternity leave and pay or shared parental leave, and the other partner will qualify for either one week or two consecutive weeks' paternity leave, unless shared parental leave is being taken.

You will therefore need to let us know whether you are to be the primary carer or whether you partner is the primary carer and you will be taking paternity leave, or shared parental leave.

We will also need a copy of the official documentation (e.g. the 'matching certificate') from the government or adoption agency.

Pre-adoption appointments

If you are the main adopter you will be able to take paid time off for up to five adoption appointments. If you are the secondary adopter you will be entitled to take unpaid time off for up to two appointments.

Adoption leave

Adoption leave can start:

- When you have been matched with a child by a UK adoption agency (i.e. on the day the child is placed for adoption);
- Up to 14 days before the date the child starts living with the employee (UK adoptions); or
- When the child arrives in the UK or within 28 days (in the case of an overseas adoption).
- the day the child's born or the day after (if a surrogate has borne the child)

Adoption pay

To qualify for statutory adoption pay (SAP) you must have been:

- Matched with a child for adoption by an adoption agency.
- Employed by the College without a break for at least 26 weeks up to and including the week the adoption agency informs you that you have been matched with a child for adoption.
- Earning on average an amount which at least equals the lower earnings limit.

As long as you are eligible to receive adoption pay, this will be paid from the first day of leave, as follows:

- **18 weeks contractual adoption pay** (made up of Statutory Adoption Pay (SAP) plus additional pay from the College to bring the amount to your normal rate of pay); then
- **21 weeks Statutory adoption pay** (SAP), where entitled; then
- The remaining 13 weeks of adoption leave entitlement are unpaid.

Adoption pay is subject to the condition that no work is undertaken during the paid period of leave (up to 39 weeks) aide from 'keeping in touch days' (as below).

Payment will normally be made via payroll on the normal pay date.

If you are not eligible for SAP you will still be entitled to 18 weeks' paid leave during which you will receive your normal rate of pay.

If you decide not return to work after your adoption leave, or you return to work but subsequently decide within the initial three month period back at work, to leave your job, the College has the right to reclaim any contractual adoption pay paid to you in excess of statutory adoption pay, calculated on a sliding scale as:

- Return to work for up to one month – recovery of all contractual adoption pay
- One to two months – recovery of two thirds of contractual adoption pay
- Two to three months – recovery of one third of contractual adoption pay.

In exercising this right to reclaim pay, the College will take into account personal circumstances.

Benefits during adoption leave

During adoption leave your pension entitlements will be maintained during the paid leave period. These will be based on your actual salary amount.

Your holiday entitlement is accrued at the normal rate. You should agree with your line manager when your accrued holidays will be taken, noting that holiday days cannot be taken at the same time as maternity leave.

During any period of paid adoption leave you will continue to receive your pension contributions based on your actual salary (i.e. what is being received at the time).

Annual leave continues to accrue at the normal rate, and as stated, should be used within three months of returning to work.

Annual leave accrued whilst on adoption leave should be taken within three months of returning from adoption leave.

Keeping In touch (KIT) days

You may undertake up to 10 separate KIT days of work to be undertaken at any stage during the adoption leave period by agreement with your line manager.

KIT days are designed to give you the chance to come into work and undertake some work during your adoption leave without losing your entitlement to adoption pay. Whilst it helps to stay in contact in this way during your adoption leave, there is no obligation for you take up this opportunity.

KIT days can be taken as single days; in blocks of two or more days; or can be taken consecutively. The can also be used at the end of your adoption leave period as a way of gradually reacclimatising you to work.

You should discuss with your line manager what days and what kind of work may be appropriate for a KIT day.

Any day that you come in as a KIT day will count as one of your 10 KIT days (i.e. you cannot split days to create more than 10 separate occasions).

You will be paid for the hours you work at your normal rate of pay, and the rest of the day will be paid at your normal adoption pay rate according to the timing of the KIT day (i.e. if the KIT day take place during week 30, you will be paid at the SAP rate for the rest of the day not spent working).

You should note that if you work more than 10 KIT days you're your adoption leave and pay will automatically come to an end and any further work undertaken will entail losing a week's SAP in that adoption pay period.

If a week in the maternity pay period contains only KIT days, you will be paid SAP for that week. You will not receive an additional payment for any KIT days worked during the 18 weeks contractual maternity pay period. Any KIT days worked during the final 13 weeks of unpaid adoption leave period (i.e. following the first 39 weeks of paid leave) will be paid at your normal salary rate for the hours worked.

Your rights during adoption leave

Your employment rights are protected whilst on adoption leave. This includes: pay increases, holiday accrual, their right to return to their role or a suitable alternative role, and to equal opportunities.

When managing an employee's adoption leave and pay, the College processes personal data collected in accordance with its data protection policy. Data collected from the point at which an employee informs the College that he/she plans to take adoption leave is held securely and accessed by, and disclosed to, individuals only for the purposes of managing his/her adoption leave and pay. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the College's data protection policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the College's disciplinary procedure.

Shared Parental Leave

Eligible parents are entitled to share up to 50 weeks of shared parental leave during their child's first year.

This is the full entitlement to leave less the two-week post-birth/adoption compulsory maternity / adoption leave period, and the weeks spent by the mother on maternity leave (or in receipt of SMP or maternity allowance) or, in cases of adoption, less the weeks of adoption leave taken by either you or your partner (or the weeks in which your partner has been in receipt of SAP if they were not entitled to adoption leave).

The father/partner can take SPL immediately following the placement of the child, but may first choose to exhaust any paternity leave entitlements. SPL is in addition to any paternity leave entitlement but any untaken paternity leave entitlement will be lost once the father/partner starts a period of SPL.

SPL may be taken at any time within the period which begins on the date the child is born/date of the placement and ends 52 weeks after that date.

You are entitled to submit three separate notices to book leave. Leave must be taken in complete weeks and may be taken either in a continuous period, which the College cannot refuse, or in a discontinuous period, which the College can refuse. If a request for discontinuous leave is refused then the total amount of leave requested in the notice will automatically become a continuous block unless it is withdrawn. Any SPL not taken by the child's first birthday or the first anniversary of placement for adoption is automatically lost.

You can start SPL on the grounds that you or your partner end the maternity / adoption leave, which will leave the remaining period available to take as SPL (with the remaining pay also usually being available as shared parental pay ShPP). You can take this SPL as one continuous period or in 'discontinuous' periods of up to 3 separate blocks. You can also share the leave with your partner if they're also eligible.

As parents you can choose how much of the SPL you will each take, but the SPL (and any accompanying pay) must be taken between the baby's birth / adoption date and first birthday / anniversary of placement.

To qualify for SPL, if you are the child's mother / adoptive parent / primary carer you must be eligible for either:

- maternity leave or pay
- maternity allowance
- adoption leave or pay

You must also:

- have worked for the College continuously for at least 26 weeks by either the end of the 15th week before the due date or the date you are matched with your adopted child
- still be employed by the College while taking SPL
- give the College the correct notice including a declaration that your partner meets the employment and income requirements which allow them to get SPL
- provide the College with at least eight weeks' notice of your intention to curtail your maternity/adoption leave and instead to take SPL by completing and submitting the relevant forms.

The College may request, within 14 days beginning on the date on which the employee gives notice of their intention to take SPL:

- the name and business address of the your partner's employer (or where the partner has no employer, a declaration to that effect);
- in the case of biological parents, a copy of the child's birth certificate (or, where one has not been issued, a declaration as to the time and place of the birth);
- in the case of adoption, one or more documents issued by the adoption agency containing the name and address of the adoption agency, the date on which the adopter was notified of having been matched with the child and the date on which the agency expects to place the child with the adopter.

The employee must then produce this information within a further 14 days of the College's request.

It should be noted that SPL can only be taken after the mother has already rescinded her maternity or adoption leave and returned to work, or given the requisite notice to reduce your maternity / adoption leave, confirming when your maternity / adoption leave will come to an end.

Notice is generally binding so cannot be withdrawn (except in exceptional circumstances). If you are eligible for, and intend to take SPL, you must provide us with a 'notice of entitlement' to take SPL. The notice of entitlement must be submitted at least 8 weeks before you intend to take SPL.

Booking Shared Parental Leave periods

SPL may be taken as one continuous block or in discontinuous blocks. You are entitled to a maximum of three discontinuous blocks, with the requirement to submit separate notices to book each block. Any variation to leave already booked will, in most circumstances, count as one of the three notices.

A notice to book SPL must be submitted at least eight weeks before any period of leave would begin and must be in writing, dated and clearly setting out what leave you plan to take. In most circumstances (all continuous leave notifications and agreed discontinuous leave requests) you will not need to take any further action and can take your leave as notified.

If no agreement is reached regarding a discontinuous leave request during the 14 calendar days' discussion period or no response is given, then the leave will default to a single continuous block. You will then have to decide whether to take the leave as a continuous block or to withdraw the request.

Shared Parental Pay (ShPP)

You will be entitled to shared parental pay (ShPP) if one of the following applies:

- You qualify for statutory maternity pay (SMP) or statutory adoption pay (SAP)
  You qualify for statutory paternity pay (SPP) and has a partner who qualifies for statutory maternity pay (SMP) or maternity allowance or statutory adoption pay (SAP)

If you are eligible (i.e. you have at least 26 weeks' continuous service by the 15th week before the due date/placement date) you will be entitled to 18 weeks' ShPP, minus any weeks of contractual maternity/adoption/paternity received. This will incorporate any ShPP. It is subject to the condition that no work is undertaken during the paid period of leave other than 'shared parental leave in touch' (SPLIT) days' (see 'below'). Payment will normally be made through the payroll on the normal pay date.

Repayment

If you decide not return to work after your shared parental leave, or you return to work but subsequently decide to leave within three months, the College has the right to reclaim any contractual shared parental pay paid to you in excess of ShPP, calculated on a sliding scale as:

- Return to work for up to one month – recovery of all contractual ShPP
- One to two months – recovery of two thirds of contractual ShPP
- Two to three months – recovery of one third of contractual ShPP

In exercising this right to reclaim pay, the College will take into account personal circumstances.

Shared parental leave in touch (SPLIT) days

SPLIT days are designed to give you the chance to come into work and undertake some work during your SPL without losing your entitlement to ShPP. Whilst it helps to stay in contact in this way during your leave, there is no obligation for you take up this opportunity. You may undertake up to 10 separate SPLIT days of work to be undertaken at any stage during the SPL period and you should discuss with your line manager what days and what kind of work may be appropriate.

SPLIT days can be taken as single days; in blocks of two or more days; or can be taken consecutively. The can also be used at the end of your SPL period as a way of gradually reacclimatising you to work.

Any day that you work during your SPL will count as one of your 10 SPLIT days (i.e. you cannot split days to create more than 10 separate occasions).

You will be paid for the hours you work at your normal rate of pay, and the rest of the day will be paid at your normal ShPP rate according to the timing of the SPLIT day (i.e. if it falls during week 30, you will be paid at the ShPP rate for the rest of the day not spent working).

You should note that if you work more than 10 SPLIT days you're your SPL and ShPP will automatically come to an end and any further work undertaken will entail losing a week's ShPP in that ShPP period.

If a week in the ShPP period contains only SPLIT days, you will be paid ShPP for that week. You will not receive an additional payment for any SPLIT days worked during the 18 weeks contractual ShPP period.

Benefits during Shared Parental Leave

During any period of paid SPL you will continue to receive your pension contributions based on your actual salary (i.e. what is being received at the time).

Annual leave continues to accrue at the normal rate and should be taken within three months of returning to work.

Your rights during Shared Parental Leave

Your employment rights are protected whilst on SPL. This includes: pay increases, holiday accrual, your right to return to your role or a suitable alternative role, and to equal opportunities.

When managing your SPL and ShPP, the College processes personal data collected in accordance with its data protection policy. Data collected from the point at which you let us know that you are planning to take SPL is held securely and accessed by, and disclosed to, individuals only for the purposes of managing your SPL and ShPP.

Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the College's data protection policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the College's disciplinary procedure.

Unpaid ordinary parental leave

If you are a parent or adoptive parent with one year or more of continuous service you may take up to 18 weeks' unpaid ordinary parental leave up to your child's 18th birthday, up to a total of 18 weeks overall per child. Note that any leave taken with past employers will count towards the 18 week limit for each child.

Unpaid ordinary parental leave has to be taken in blocks of weeks (or days in the case of those with disabled children), up to a maximum of four weeks per year.

You should discuss your plans for unpaid ordinary parental leave with your line manager/head of department and then give them 21 days' notice. If you wish to take unpaid ordinary parental leave immediately after the birth or adoption of your child(ren), you must give 21 days' notice before your due date/placement date.

Except in the circumstances set out in the paragraph above, where it is considered that your absence would unduly disrupt the College, your requested leave may be postponed by the College for up to six months from the date requested. Examples of such situations are:

- Seasonal peak work requirements.
- Where more than one employee applies for unpaid ordinary parental leave at the same time.
- Where your absence at a particular time would adversely affect the College.

If, because of postponement, the period of unpaid ordinary parental leave falls after your entitlement, then you will be allowed to take leave after that date.

The College reserves the right to request sight of evidence that you are the parent of a child or have parental responsibility for the child.

At the end of any parental leave of up to four weeks' duration, you are guaranteed the right to return to the same job as before. If the leave is for a longer period than four

weeks, you are entitled to return to the same job, or if that is not reasonably practical, to a similar job, with similar or better conditions.

If parental leave follows additional maternity leave and it would not have been reasonably practical for you to return to your previous job, and it is still not reasonably practical at the end of parental leave, you are entitled to return to a similar job which has the same or better status, terms and conditions as your old job.

Your rights during ordinary unpaid parental leave

When managing your unpaid ordinary parental leave, the College processes personal data collected in accordance with its data protection policy. Data collected from the point at which you let us know that you are planning to take unpaid ordinary parental leave is held securely and accessed by, and disclosed to, individuals only for the purposes of managing his/her unpaid ordinary parental leave.

Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the College's data protection policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the College's disciplinary procedure.

All family leave clauses apply to Fellows employed by the College.

FLEXIBLE WORKING

Flexible working

Provided you have worked for the College continuously for at least 26 weeks you have the right to apply to the College for a change to your contractual terms and conditions of employment in order to work flexibly. You are entitled to make one statutory request in any 12 month period as long as you meet the qualifying criteria.

Types of flexible working might include a variation of hours, part-time working, job-sharing or working from home for all or part of the job.

You should note that the legislation provides a right to employees to request flexible working, but does not provide an automatic right for a request to be granted.

The College will consider all requests for flexible working and will reasonably assess the advantages and disadvantages of your request, with the aim of finding a solution that works for both parties. We will hold a meeting to discuss the request with you.

You should make your request in writing to your line manager/head of department, copied to HR, detailing:

- a statement that this is a statutory request;
- the date;
- details of the flexible working pattern you are proposing and when you want it to start from;
- an explanation of how you think flexible working might affect the business and how these might be accommodated; and
- if and when you have made a previous application.

After receiving your request, your line manager will discuss your request with you and then the College will consider the request and make a decision within three months (or a longer period if agreed with you). The College's decision will be final and binding.

If your request is accepted, we will confirm in writing within 28 days the change to your working pattern and the date that your new arrangement takes effect.

If the application is rejected, you will have the opportunity to appeal to the Bursar in writing within 14 calendar days. Following receipt of your appeal the College will have a further 14 days to review the matter and meet with you.

Any changes that are accepted by the College will be deemed a permanent change to your terms and conditions of employment, and there will be no right to revert back to previous arrangements within a 12 month period. The College will, however, consider temporary changes to working patterns.

If the College rejects a flexible working request, it will be for one of the following business reasons, as set out in the legislation:

- the burden of additional costs
- an inability to reorganise work amongst existing staff
- an inability to recruit additional staff
- a detrimental impact on quality
- a detrimental impact on performance
- detrimental effect on ability to meet customer demand
- insufficient work for the periods you propose to work
- a planned structural change to the organisation.

If you have submitted a request for flexible working, but wish to withdraw it you should let your line manager/head of department know in writing. The College will treat a request as withdrawn if you miss two meetings to discuss the request or appeal without good reason. In these circumstances the College will confirm that we are treating the request as withdrawn.

Your rights in relation to flexible working

When managing your flexible working request the College will process your personal data collected in accordance with our Data Protection Policy. Data collected from the point at which the College receives your flexible working request will be held securely and accessed by, and disclosed to, individuals only for the purpose of managing your request for flexible working.

Inappropriate access or disclosure of your data constitutes a data breach and should be reported in accordance with the College's Data Protection Policy. It may also constitute a disciplinary offence which will be dealt with under the College's disciplinary procedure.

Home working

Most roles, in the ordinary course of events, are performed at the Murray Edwards College premises.

Depending on your role, it may be possible to work at home, either as required by the College on occasions, or where the College approves a request to work from home.

As part of flexible working, staff are able to make a request to their line manager to work from home, who will discuss with the head of department. Consideration of any such request would take into account the efficacy with which a role can be undertaken remotely, as well as aspects such as connectivity, collaboration and teamwork.

Home working may be short-term and a one-off instance, or considered as a regular arrangement. In all instances it would be with the prior approval of the College, noting that the College Insurance does not cover staff working at home without College approval.

You should also note that a previously approved request does not imply that future requests will be agreed.

Home working policy

Prior to undertaking homeworking with the approval of the College, your line manager will agree with you how your work will be undertaken, how working time is recorded, and how regular contact and interaction will be maintained, together with any other support required. Access to the College IT servers and systems, which is at the discretion of the College, will also need to be arranged and is subject to adherence to IT and other College policies.

Unless specifically agreed otherwise, it is generally expected that you would fulfil your work responsibilities during your contracted hours, noting that time away from work without prior approval may be designated as leave. You will also be expected to be fully available to interact with colleagues, students and / or clients (remotely) as appropriate.

Where the loan of IT equipment is approved by the College for the use of homeworking, the College may assist with electrical and operating safety of any loaned equipment. However it is for you to ensure safe working practices when working from home, including the completion of a D.S.E. (workstation) risk

assessment for your home workstation as well as appropriate usage and maintenance of IT equipment as per College guidance.

Furthermore, access to personal data of other employees or students requires a justifiable business need and will be restricted to the information deemed necessary for the performance of the role. Any unauthorised disclosure or dissemination of personal data is a breach of the College data protection policy and may result in disciplinary action.

Working from home does not diminish staff obligation to comply with the College's codes of conduct, confidentiality, security as well as I.T. and other staff policies which apply to working for and on behalf of the College. Lack of adherence to these policies, or any suspected misuse of the College's equipment, could result in disciplinary action.

DIGNITY AT WORK

Dignity at work statement

Murray Edwards College is a diverse community of staff, students, Fellows and Bye-Fellows. As part of our intent to create an environment characterised by dignity and respect, in which everyone can do their best and thrive, we ask that all members of our community (regardless of their role in the College) be treated with dignity, fairness and respect.

We are committed to providing equality of opportunity in employment and to avoiding unlawful discrimination. We have a zero-tolerance policy on bullying and strive to ensure that the work environment is free of harassment and bullying, and that everyone is treated with dignity and respect.

This policy is intended to assist the College to put this commitment into practice and to ensure that employees do not commit unlawful acts of discrimination.

Equal opportunities policy

The College will avoid unlawful discrimination in all aspects of employment including recruitment, promotion, opportunities for training, pay and benefits, discipline and selection for redundancy. The College also sets out to deploy employment processes to ensure the protection of adults at risk or of any children or young people.

Candidates for employment or a new role/promotion will be assessed objectively against the requirements for the job, taking account of any reasonable adjustments that may be required for candidates with a disability. Disability and personal commitments will not form the basis of employment decisions, unless necessitated by the role.

The College will consider any possible indirectly discriminatory effect of its standard working practices, including (but not limited to) the number of hours to be worked, the times and place at which work is to be done, when considering requests for variations to these standard working practices and will refuse such requests only if the College considers it has good reasons, unrelated to any protected characteristic, for doing so.

The College is committed to making reasonable adjustments to its standard working practices to overcome barriers caused by disability.

The College treats personal data collected for reviewing equality of opportunity in recruitment, selection and employment in accordance with its privacy statements, data protection policy and the requirements of the General Data Protection Regulations (GDPR) 2018. Information about how data is used and the basis for processing is provided in the College's job applicant privacy notice and employee privacy notice.

Your responsibilities

Every employee is required to assist the College to meet its commitment to provide equal opportunities in employment and avoid unlawful discrimination.

Acts of discrimination, harassment, bullying or victimisation against employees or other individuals affiliated with the College will be dealt with under the College's disciplinary procedure; they may constitute gross misconduct, which could lead to dismissal without notice.

Employees can be held personally liable as well as, or instead of, the College for any act of unlawful discrimination. Employees who commit serious acts of harassment may be guilty of a criminal offence.

The law

It is unlawful to discriminate directly or indirectly in recruitment or employment because of age, disability, sex, gender reassignment, pregnancy, maternity, race (which includes colour, nationality and ethnic or national origins), sexual orientation, religion or belief, or because someone is married or in a civil partnership, or any other 'protected characteristic'.

Discrimination after employment may also be unlawful, e.g. refusing to give a reference for a reason related to one of the protected characteristics.

It is unlawful to fail to make reasonable adjustments to overcome barriers to using services caused by disability. The duty to make reasonable adjustments includes (but is not limited to) the removal, adaptation or alteration of certain physical or non-physical features, if such features make it impossible or unreasonably difficult for disabled people to make use of services. In addition, the College has an obligation to

think ahead and address any barriers that may impede disabled people from accessing a service.

The following definitions are a helpful guide:

- **Direct discrimination** is where a person is treated less favourably than another because of a protected characteristic. In limited circumstances, employers can directly discriminate against an individual for a reason related to any of the protected characteristics where there is an occupational requirement; such occupational requirement must be crucial to the post.
- **Indirect discrimination** is where a provision, criterion or practice is applied that is discriminatory in relation to individuals who have a relevant protected characteristic (although it does not explicitly include pregnancy and maternity, which is covered by indirect sex discrimination) such that it would be to the detriment of people who share that protected characteristic compared with people who do not, and it cannot be shown to be a proportionate means of achieving a legitimate aim.
- **Harassment** is where there is unwanted conduct, related to a protected characteristic that has the purpose or effect of violating a person's dignity; or creating an intimidating, hostile, degrading, humiliating or offensive environment.
- **Associative discrimination** is where an individual is directly discriminated against or harassed for association with another individual who has a protected characteristic.
- **Perceptive discrimination** is where an individual is directly discriminated against or harassed based on a perception that he/she has a particular protected characteristic when he/she does not, in fact, have that protected characteristic (other than marriage and civil partnership, and pregnancy and maternity).
- **Victimisation** occurs where an employee is subjected to a detriment, such as being denied a training opportunity or a promotion because he/she made or supported a complaint or raised a grievance under the Equality Act 2010, or because he/she is suspected of doing so. However, an employee is not protected from victimisation if he/she acted maliciously or made or supported an untrue complaint.

Failure to make reasonable adjustments is where a feature, provision, criterion or practice puts a disabled person at a substantial disadvantage compared with someone who does not have that protected characteristic and the employer has failed to make reasonable adjustments to enable the disabled person to overcome the disadvantage.

Suppliers and other people not employed by the College

The College will not discriminate unlawfully against individuals using or seeking to use facilities or services provided by the College and no employee should discriminate against or harass a member of the public in the provision of services or goods.

Employees should report any bullying or harassment by individuals, including staff and Fellows, and by suppliers, visitors or others to their line manager or head of department, who will take appropriate action.

Complaints procedure

If you consider that you may have been unlawfully discriminated against, you may use the College's grievance procedure to make a complaint.

The College will take any complaint seriously and will seek to resolve any grievance that it upholds. You will not be penalised for raising a grievance, even if your grievance is not upheld, unless your complaint is both untrue and made in bad faith.

Menopause and wellbeing

The menopause is a natural part of every woman's life. It is a temporary stage when the balance of hormones change towards the end of the natural childbearing stage of life, commonly occurring between around 45 - 55 years of age. Some women experience symptoms for years before this, during what is known as the perimenopause and for some women it can be much earlier due to either a natural early menopause, surgery or illness.

For some women the symptoms of menopause are minor. Others experience symptoms that last for several years and can adversely affect their personal and / or working life including their work performance or even capacity to work.

Symptoms can be physical (such as hot flushes, night sweats, sleep disruption, fatigue, joint pains and headaches), and / or psychological, such as difficulty concentrating, poor memory, loss of confidence, anxiety, depression or mood swings. Such symptoms can be debilitating for women, many of whom suffer in silence due to embarrassment and awkwardness. This need not be the case, since simple, supportive steps by colleagues in the workplace, in addition to family and friends, can often make a difference in helping women who are experiencing menopausal symptoms.

We recognise that the support we can give in this situation, as with any ongoing health condition, may make all the difference to someone's welfare. Supportive measures range from making ourselves aware of the facts of menopause and showing genuine openness and empathy where someone may find it helpful to talk confidentially, to regular catch-ups where the person might find these helpful, and in some cases making reasonable adjustments to the role for a period of time.

HR is happy to discuss any of the above if you or anyone in your team is facing such symptoms and would like a sounding board or advice on how to find support.

Safeguarding

The College's Safeguarding Policy is available to all staff on the College Policies & Procedures section of the College's website. Heads of department are accountable for the adoption and implementation of the policy and for promoting safeguarding within their department, ensuring appropriate risk assessments are carried out, appropriate training and supervision are provided for all staff, including employees, workers and volunteers, who engage in regulated activities (refer to Safeguarding Policy for definition of regulated activities), including making staff aware of the Safeguarding Policy, and ensuring clear information is provided about how safeguarding concerns can be raised.

Employees should familiarise themselves with the College's Safeguarding Policy, specifically with regard to its aim of ensuring the welfare of children and of adults at risk or employees who come into contact with children or adults at risk (refer to Safeguarding Policy for definition of adults at risk).

As well as promoting and prioritising the safety and wellbeing of everyone, particularly children and adults who may be at risk, the College's Safeguarding policy also aims to ensure that roles and responsibilities are clear in respect of safeguarding matters and an appropriate level of information, training and support is provided to those within the College for whom it is necessary.

Appropriate DBS checks will be undertaken for specific roles as deemed appropriate by the College Council and under legislation. The College will undertake additional pre-employment checks where necessary as part of its safeguarding duty, including checking the accreditation of anyone employed by the College as a healthcare or psychotherapy professional such as a counsellor or nurse. References from recent previous employers will also be sought.

The College will also prevent the (ongoing) employment of individuals to work with children or adults at risk where they have been barred by the Disclosure and Barring Service (DBS) or are deemed by the College to pose an unacceptable risk. In liaison with the relevant authorities, the Safeguarding Officer may refer someone to the DBS if they have had their employment with the College terminated or would have had their employment terminate because they have or might have harmed someone.

Harassment and sexual misconduct

The terms ‘bullying’ and ‘harassment’ are often used interchangeably and there are many definitions.

Bullying itself is not covered under law, but harassment is, and both are characterised by something that is unwelcome, unwarranted and causes a detrimental effect.

The College is committed to providing a work environment that is safe and free from harassment, bullying and sexual misconduct and in which all members of the College can participate freely and fully.

Harassment (including bullying)

In line with the University, the College defines harassment as single or repeated incidents involving unwanted or unwarranted conduct towards another person which it is reasonable to think would have the effect of (i) violating that other’s dignity or (ii) creating an intimidating, hostile, degrading, humiliating, or offensive environment for that other.

Harassment generally refers to bad treatment that is related to a protected characteristic (defined by the Equality Act 2010 as age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation).

It can include behaviour that individuals find offensive even if it's not directed at them, and even if they do not have the relevant protected characteristics themselves.

It may be verbal, psychological or physical, in person or through other methods of contact including via a virtual platform, for example on social media sites or chat rooms, or communications by email, text or instant messaging.

Harassment may include bullying behaviour which, according to ACAS, may be characterised as: “offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means that undermine, humiliate, denigrate or injure the recipient”.

Unacceptable behaviour, whether intentional or not, can take a variety of different forms. Behaviour is defined as inappropriate if:

- it is unwanted by the recipient;
- it is perceived by the recipient as violating their dignity and/or creating an intimidating, hostile, degrading, humiliating or offensive environment; and

- the behaviour could reasonably be considered as having that effect having regard to all the circumstances, including the recipient's perception.

Behaviour that may appear trivial as a single incident can constitute harassment or bullying when repeated.

It should be noted that behaviour considered bullying by one person may be considered firm management or an attempt to be sociable by another, and each case will be considered on its own merits.

Reasonable measures will be taken to ensure that no employee is subject to harassment or bullying, including embarrassment, intimidation, threats or discrimination. In recognition of these principles the College will not condone any conduct which may be construed as harassment. It is the duty of all employees and, in particular the College management, to ensure that the dignity at work policy is implemented.

You have the right to complain if you are being treated in a manner you believe constitutes harassment or bullying. This may include work-related situations that do not take place on the College premises. It may also include concerns about other colleagues and situations in which you believe that you are the victim of bullying or harassment by a third party in the course of your duties, such as a college supplier.

In dealing with reports of harassment or bullying, the following principles will apply:

- All reports will be taken seriously, treated in confidence, investigated, either by an assigned internal or external investigator, and progressed and handled according to the College's grievance and disciplinary procedures, as appropriate to the circumstances.
- Where the College has reason to believe that there is a risk to the individual safety of the complainant or of another individual, or that a criminal offence has been committed, the College may take legal advice and/or inform the police before proceeding with any internal action.
- The victimisation or harassment of a complainant or the respondent or witnesses will be regarded as a disciplinary offence, as will malicious complaints.
- No employee will be subjected to any unfavourable treatment or victimisation as a result of making a complaint unless that complaint is found to be deliberately false or malicious.

Acts of harassment and bullying will be dealt with under the College's disciplinary policy and can, in the most serious cases, result in dismissal. As previously explained, individuals should be aware that in some circumstances they might be held personally liable for acts that are unlawful. Proven incidents of harassment can be taken to amount to gross misconduct, which could lead to summary dismissal. Less serious infringements may also be handled under the College's disciplinary procedure and may lead to an apology from the harasser, letter of reprimand, suspension or relocation of the harasser.

Sexual misconduct

Sexual misconduct includes (but is not limited to) the following, whether or not within a sexual or romantic relationship, including where consent to some form of sexual activity has been given and then withdrawn, or if consent has been given on previous occasions:

- sexual intercourse or engaging in a sexual act without consent;
- attempting to engage in sexual intercourse or a sexual act without consent;
- sharing private sexual materials of another person without consent;
- kissing without consent;
- touching inappropriately through clothes without consent;
- inappropriately showing sexual organs to another person;
- repeatedly following another person without good reason;
- making unwanted remarks of a sexual nature.

Procedure in instances of harassment, bullying and sexual misconduct

Any complaints of harassment or bullying should be made in confidence to a Line manager or Head of department. This includes if you have witnessed an incident that you believe constitutes harassment, bullying or sexual misconduct against another member of staff.

If the complaint is against the line manager or head of department, you should contact the Bursar and in the event that the complaint is against the Bursar, or that route is otherwise deemed inappropriate, then you can contact another Senior College Officer (the College Officers are the Bursar, Senior Tutor, Development Director, Vice President and President).

Informal approach

There are times when the direct approach can resolve a matter without the need for formal action. Before raising a formal complaint we therefore encourage you, if you feel able to, to talk informally in the first instance with the person that you believe is bullying or harassing you or behaving inappropriately with you. The person whose conduct is causing offence may be genuinely unaware of the impact of their behaviour or that their conduct is unwelcome / objectionable.

You should explain objectively what aspect of their behaviour is causing offence, and request that they stop behaving in that way. You may let them know that if they don't cease that behaviour, you may raise a formal complaint.

It is wise to keep a note of the date and content of the conversation in case you go on to make a formal complaint. You can speak confidentially with HR beforehand if you

are not sure how to approach such a conversation and in some instances, it may be appropriate for HR to speak with that person for you.

Formal approach

If you have already approached the individual on an informal basis to no effect, or you feel genuinely unable to do so, or the harassment is of a very serious nature, you may elect to raise a formal complaint (grievance).

Where appropriate, the normal grievance procedure can be modified to allow you to raise a complaint with either the employee's line manager or, if preferred, with HR or a College Officer. The College will also ensure, where possible, that you can bring your complaint first to someone of the same sex if you so choose.

In very serious cases, it is possible that a criminal offence may have been committed and you may wish to report the matter to the police. HR can arrange for someone to accompany you to make such a complaint if you wish.

In bringing a complaint of harassment, bullying or sexual misconduct, you should be prepared to state:

- The name of the person (whose behaviour you believe amounts to harassment or bullying or sexual misconduct);
- The type of behaviour that is causing offence, together with specific examples if possible;
- Specifics of date(s) and time(s) when the incident(s) of harassment or bullying or sexual misconduct occurred, and where they occurred;
- The name(s) of any employees or others who witnessed any incidents, or who themselves may have been victims of harassment or bullying or sexual misconduct by the same person; and
- Any action you have already taken to try and deal with the harassment or bullying or sexual misconduct.

The College will take all such complaints seriously and will treat the information in the strictest confidence as far as it is possible to do so. The matter will be dealt with promptly, in a discrete and confidential manner and appropriate action will be taken.

Wherever possible, the College will try to ensure that you and your alleged perpetrator are not required to work together while the complaint is under investigation. This could involve giving you the option to work elsewhere if possible, or you being granted special leave, if agreed.

In the case of serious allegations, the College may choose to suspend any employee who is under investigation for harassment or bullying or sexual misconduct for a temporary period while investigations are being carried out and any disciplinary procedures are underway. Such suspension will be for as short a time as possible and will be on full pay. Suspension in these circumstances is a neutral act and does not constitute disciplinary action.

Any employee accused of harassment or bullying or sexual misconduct will be informed of the complaint against them and afforded a full opportunity to challenge the allegations and put forward an explanation for his/her conduct in a confidential interview. No employee will be presumed guilty based only on an allegation against him/her.

Once investigated, if the complaint is upheld, and the person found to have bullied or harassed remains in the College's employment, if it is possible to do so, the College will consider whether arrangements can be made so that the complainant does not have to continue to work alongside the harasser if the complainant does not wish to do so. The College will discuss the options with you (if you are the complainant) and you may be able to transfer to another post if you wish, or alternatively the harasser may be transferred. Where this may not be possible, all alternatives will be fully discussed with the complainant.

If the complaint is not upheld, both you and the alleged harasser will be supported in making arrangements for you both to continue/ resume working, and to help you to repair your relationship with one another. This may be by means of mediation. As far as practical and possible, the College will consider making arrangements to avoid the two parties (complainant and alleged harasser) from having to continue to work alongside one another if either does not wish to work together going forward. Additional support may be given, if it is deemed necessary and helpful, for example from the University Staff Counselling Service.

Responsibility on managers to deal with complaints

Any line manager or head of department who receives a complaint of harassment or bullying or sexual misconduct has a duty to ensure that the matter is investigated promptly, thoroughly and objectively. All incidents of harassment or bullying or sexual misconduct should, in any event, be reported to HR. HR will assist any line manager or head of department or investigating manager with all reported complaints. Where necessary, action may be taken under the College's disciplinary procedure.

A line manager or head of department must act responsively and with sensitivity and support towards an employee who raises a complaint of harassment or bullying or sexual misconduct, maintaining confidentiality to the maximum extent possible, bearing in mind that an investigation of allegations will normally require limited disclosure on a 'need to know' basis. For example, the identity of the employee complaining of harassment or bullying or sexual misconduct, and the nature of the allegations must be revealed to the person being complained about so that they can

respond to the allegations. Some details may also have to be given to potential witnesses, but this will be limited as far as possible, whilst ensuring a fair, objective and sufficiently detailed investigation. The importance of confidentiality will be emphasised to witnesses and they will be expected to treat any information that they are aware of in accordance with the College's data protection policy.

Data protection

Murray Edwards College will maintain records of investigations into alleged incidents of harassment, bullying or sexual misconduct, the outcome of the investigations and any corrective or disciplinary action taken. The College treats personal data collected during this process in accordance with its data protection policy. Information about how employees' data is used and the basis for processing data is provided in the College's data protection policy.

The above clauses on dignity at work which relate to equal opportunities, safeguarding, harassment and sexual misconduct, shall apply to Fellows employed by the College as well as to operational staff. Additional policies may also apply based on the nature of Fellowship roles.

EMPLOYEE RELATIONS

Grievance procedure

We recognise that on occasions an employee might wish to raise a grievance relating to their employment.

First and foremost we both encourage and strongly recommend open communication between staff and line managers wherever possible, so that any questions or problems that come up can be discussed and, where possible, quickly resolved. Where this does not bring about resolution, the grievance procedure is in place as a resource to raise the matter further. All grievances will be dealt with seriously and confidentially.

The grievance procedure is not for use when issues have already been (or are in the process of being) addressed through a separate procedure, or where the matter constitutes an appeal against a disciplinary decision which should be taken up in accordance with the College's disciplinary appeals procedure.

Informal procedure

We encourage you to resolve any concerns informally with your line manager or head of department (or for academic staff the Senior Tutor).

Where attempts to resolve a matter informally have not worked, it may be appropriate for you to raise a formal grievance.

Formal procedure

If it is has not been possible to resolve a grievance informally, you should raise the matter formally (in writing) without unreasonable delay with your line manager (or if they are the subject of the grievance, then with the Bursar (or another College Officer - College Officers are the Bursar, Senior Tutor, Development Director, Vice-President,

President). For Fellows employed by the College the President shall decide in the first instance whether there is a prima facie case to be heard.

Your formal written complaint should set out clearly the nature of your grievance, the evidence you have for this, and the outcome that you are seeking. This shall form the foundation for any subsequent investigation and hearing.

You may be asked to clarify your complaint before any meeting takes place and further attempts may be made to resolve the matter informally, depending on the nature of your complaint. If you are not satisfied with the outcome, you may ask that the matter proceeds formally.

Note that complaints that are an allegation of misconduct by another employee may be handled under the disciplinary procedure rather than the grievance process.

Formal grievance meeting

A formal grievance meeting shall be arranged as soon as is reasonably possible, which shall be chaired by your line manager (or where otherwise appropriate by the Bursar or another College Officer). For Fellows employed by the College, the formal grievance shall be heard by three nominated members from the College Council.

The grievance chair will ask you at the meeting to explain the nature of your complaint and what action you feel should be taken to resolve the matter.

If required and where appropriate, the formal meeting may be adjourned to allow for further information to be gathered or for an investigation to be carried out by a nominated investigator.

Right to be accompanied

You have the right to be accompanied at any formal grievance meeting or subsequent appeal by a work colleague, trade union representative, or an official employed by a trade union, where the nature of the complaint is a duty owed to you by the College and where you make a reasonable request to be accompanied.

At any grievance hearing (and appeal hearing), the chosen companion is permitted to address the meeting, respond to views expressed and sum up the case on your behalf. However, both hearing and appeal hearing are essentially meetings between the College and you, so any questions put directly to you should be dealt with by you and not your companion.

Where the chosen companion is unavailable on the day scheduled for the meeting or appeal, the meeting can be rescheduled provided that you can propose an alternative time within 5 working days of the original scheduled date.

Following the grievance meeting

Following the meeting, the chair will make a decision around any action that should be taken as a result of the grievance meeting, and any subsequent investigation as appropriate, and will communicate this to you without unreasonable delay.

In some circumstances, it may be appropriate to try resolving the conflict through mediation, conducted by a trained third-party mediator, who would discuss the issues raised by your grievance with all of those involved in the matter, with the aim of facilitating a mutually acceptable resolution. Participation in any such mediation would be voluntary and confidential and used only where all parties involved in the grievance agree. This may be deemed an agreeable resolution to the grievance.

Appeal process

If you are dissatisfied with the outcome you may make a formal appeal. Your appeal should be made in writing to the College Officers within five working days of the written notification of the outcome of the grievance. You should clearly state the grounds of your appeal, i.e. the basis on which you believe the result of the grievance to be wrong or that the action taken as a result was inappropriate.

An appeal meeting will be arranged to take place without unreasonable delay and shall be chaired by a College Officer, accompanied by up to two members of the College Council.

Note that the appeal meeting is not a re-hearing of the original grievance, but rather a consideration of the specific areas with which you are dissatisfied in relation to the original grievance. In conducting the appeal, the appeal panel may therefore confine discussion to those specific areas rather than reconsider the whole matter afresh, unless there has been a procedural problem.

Following the appeal meeting you will be informed of the outcome without unreasonable delay and usually within ten working days. The outcome of the appeal meeting will be final and binding on all parties.

For Fellows employed by the College, the grievance appeal shall be heard by members drawn from the Fellows' Remuneration Committee (or from another suitably

professional external body) including the President or Bursar. At the end of the appeal a recommendation shall be made to Council.

Data protection

The College processes personal data collected during informal complaints and the formal grievance procedure in accordance with its data protection policy. In particular, data collected as part of informal complaints and the grievance procedure is held securely and accessed by, and disclosed to, individuals only for the purposes of responding to the complaints or conducting the grievance procedure. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the College's data protection policy immediately. It may also constitute a Disciplinary offence, which will be dealt with under the College's disciplinary procedure.

Whistleblowing

We encourage a free and open culture that welcomes honest communication. You are at liberty to raise in confidence concerns relating to any of the protected matters listed below, if you have a reasonable belief that a serious malpractice has occurred, is occurring or may occur within the College.

Specific issues covered by the whistleblowing policy are those considered to be in the public interest (rather than personal grievances or disciplinary matters) and include:

- criminal offence
- failure to comply with legal obligations
- financial/non-financial maladministration/malpractice/fraud
- academic/professional malpractice
- miscarriage of justice
- risk to the health and safety of any individual
- environment damage
- attempts to suppress/conceal information relating to any of the above

Should you, whilst making a disclosure, commit a criminal offence, you will not be protected from the consequences of making that disclosure.

Procedure

In the event that you wish to make a disclosure relating to one of the above circumstances you should contact your head of department, or the Bursar or another College Officer if your disclosure concerns the head of department. This guidance does not preclude recourse to raise the matter externally, for example getting legal advice or telling a prescribed person or body that deals with the issue you're raising.

Any investigations resulting from a disclosure will be handled with discretion. The College will do everything it can to ensure a disclosure does not prejudice the working environment and that the person making the disclosure suffers no adverse treatment.

Disclosures should only be made in good faith and where you reasonably believe that the information disclosed and any allegations contained in it are substantially true. It is expected that you would feel able to put your name to any disclosure you make (if requested your identity will be kept confidential for as long as practical providing this enables a proper investigation). Allegations made without reasonable grounds or in bad faith may result in disciplinary action. Anonymous complaints will be investigated and acted upon as the person receiving the complaint sees fit, according to the seriousness of the issue raised, credibility of the complaint, ability to investigate the matter and overall fairness.

Disciplinary and dismissal procedure

The College strives to ensure that fair and effective arrangements exist for dealing with disciplinary matters.

The aim of the disciplinary procedure is to provide a solution for occasions when standards of conduct are unacceptable to the College, by informing employees of the shortcomings concerned, so that their performance or behaviour can be corrected where possible and where appropriate.

The procedure applies to all staff except during an employee's probationary period (when employment may be terminated without going through the disciplinary procedure) or where dismissal arises through organisational and efficiency requirements or through ill health (unless separate procedures are inappropriate).

General guidelines

The College:

- reserves the right to implement the disciplinary procedure as appropriate, taking into account the nature of the performance standard or alleged misconduct.
- will write to you ahead of any disciplinary investigation to set out the issues to be discussed.
- will engage different people to hear the relevant stages of any process to ensure impartiality and a fair review of the facts.
- may vary any time limits referred to in the course of the procedures by agreement with you.
- may vary the sequence of the stages of the procedure (e.g. a final written warning might be given for an offence without first receiving a first written warning if this is appropriate). You would not ordinarily be dismissed for a first more minor disciplinary offence.
- may place you on a paid leave of absence (suspension) for the duration (or part thereof) of the disciplinary process, depending on the issues being investigated. In these circumstances, the suspension is a neutral act and does not confer any guilt or otherwise. Suspension will be for as limited a period as possible.
- will write to you at the conclusion of the disciplinary process, setting out its decision. If the College decides to terminate your employment (either with or without notice), you will be notified of the reasons for this decision and the effective date of termination.

You have the right to be accompanied at a formal disciplinary hearing by a fellow employee or trade union representative of your choice. If you wish to be

accompanied, you should notify the College in advance who your companion will be. It is your responsibility to ensure your companion has the relevant meeting details.

What counts as a disciplinary offence?

Behaviours that the College views as amounting to a disciplinary offence (but not to gross misconduct which is set out below) include (but are not limited to):

- Persistent bad timekeeping
- Poor attendance
- Unauthorised absence
- Minor damage to College property
- Failure to observe the College's procedures
- Bringing the College into disrepute
- Abusive behaviour (which may include work-related activates external to the College)
- Unreasonable refusal to follow reasonable instructions issued by Line managers or other superiors
- Data protection breaches caused by negligence or misuse of the College's information
- Smoking or the use of e-cigarettes in non-designated area of the College's premises

Informal disciplinary stage

Where acceptable standards of conduct or work performance lapse temporarily or in a minor way, your line manager will address this with you and give you an opportunity to explain any contributing factors for which you may need support. Where necessary further clarity may be given over the expected standards of performance / conduct.

Normally this will result in an informal warning, if warranted, which will not be recorded on your personal file. Any action points are likely to be confirmed in writing and may be recorded by the head of department on the basis that a series of such occurrences may require action under the formal disciplinary procedure.

Formal disciplinary process

Instances of a more serious lapse from acceptable standards of conduct or work performance (but which do not amount to an allegation of gross misconduct), may, depending on the circumstances, result in formal disciplinary action.

Investigation

Where required the College will appoint an investigating manager (or investigating Fellow in cases involving employed Fellows) to conduct an investigation. You will be informed as soon as possible that an investigation is taking place and you may be

invited to attend an investigatory interview. There is no automatic right to be accompanied at any such investigatory interview.

The College reserves the right to dispense with an investigatory stage where this is not required, and to proceed directly to a formal disciplinary hearing.

Where, upon completion of an investigation, there are reasonable grounds to believe that you have committed an act of misconduct, you will be invited to attend a disciplinary hearing.

Disciplinary hearing

A disciplinary hearing will normally be chaired by the line manager or head of department, or where appropriate by the Bursar, with a third party (e.g. HR Manager) present to take minutes and to advise on process, and in some cases with the investigating manager present too.

Disciplinary hearings for Fellows employed by the College shall by conducted by three nominated members of the College Council.

Before the hearing

The College will:

- Give you reasonable advance notice of the hearing and provide you with relevant information in advance of the hearing such as the date, time and location;
- Tell you the purpose of the hearing and that it will be held under the College's disciplinary procedure;
- Provide you with written details of the nature of your alleged misconduct;
- Provide you with any evidence from the investigation;
- Explain your right to be accompanied at the hearing;
- Explain your right for reasonable adjustments to be made for the meeting;
- Explain the possible outcomes.

Where you are unable to attend a disciplinary hearing and you provide a good reason for failing to attend, the hearing may be adjourned to another day, usually within five working days. Unless there are special circumstances mitigating against it, if you are unable to attend the rearranged hearing, a decision will be made based on the evidence available.

You have the right to be accompanied at a formal disciplinary hearing or subsequent appeal, by a work colleague, a trade union representative, or an official employed by a trade union, where you make a reasonable request to be accompanied. Where a

chosen companion is unavailable on the day scheduled for the meeting or appeal, the meeting can be rescheduled provided that you can propose an alternative time within five working days of the original scheduled date.

The chosen companion is permitted to address the meeting, respond to views expressed and sum up the case on your behalf. However, both disciplinary hearings and appeal hearings are essentially meetings between the College and you, so any questions put directly to you should be dealt with by you and not by your companion. You are not permitted to electronically record a disciplinary meeting unless formally agreed prior to the meeting.

Where the College intends to call relevant witnesses, you will be given advance notice. You must also give advance notice if you intend to call relevant witnesses.

During the disciplinary hearing

In the disciplinary hearing, the chair will:

- explain the disciplinary case against you, taking account of evidence gathered as part of the investigation, including witness accounts;
- give you the opportunity to ask questions, present evidence, call relevant witnesses as pre-arranged, and raise points about any information provided by witnesses.

The College may adjourn the disciplinary proceedings if it appears necessary or desirable to do so (including for the purposes of gathering further information). In such instances, you will be informed of the period of any adjournment. If further information is gathered, you will be given a reasonable period of time to consider the new information prior to the reconvening of the disciplinary proceedings.

After the hearing

You will be informed without unreasonable delay after the conclusion of the disciplinary proceedings of outcome, including any disciplinary sanction that is to be applied, and this decision will be confirmed in writing.

The outcome or sanction of the formal disciplinary hearing may be a:

- first written warning
- final written warning
- dismissal

Any formal warning will:

- set out the nature of the offence committed;

- inform you of the consequence of further misconduct (i.e. further disciplinary action or dismissal);
- potentially require you to give an undertaking about your future conduct or work;
- specify the period for which the warning will remain "live" (normally 12 months but this could be extended in the case of a final written warning dependent on the seriousness of the offence); and
- state that you may appeal against the warning.

If further complaints are made about you during the period of any “live” warning, then your active warning will be taken into consideration when determining what disciplinary action to take.

First written warning

Any first written warning given will be confirmed in writing along with the required improvements and associated time frames, and support if appropriate. This will normally be held on file for 12 months.

Final written warning

Any further or repeated misconduct or a failure to improve performance satisfactorily may result in a further or final written warning being given at a second or subsequent disciplinary hearing.

Alternatively, on occasions, misconduct may be sufficiently serious to justify proceeding directly to a final written warning.

Either of these outcomes will be confirmed in writing along with the required improvements and associated time frames, and support if appropriate. This will normally be held on file for 12 months.

A final written warning may be given where:

- the misconduct is so serious that a first written warning is considered insufficient in the circumstances;
- a serious disciplinary offence amounting to gross misconduct has been committed, thereby justifying summary dismissal, but the College decides, after taking into account all appropriate circumstances, that a lesser penalty is appropriate, or,
- where you have committed further disciplinary offences after a first written warning has been issued and remains "live".

Where a final written warning is given to you, the College may also impose penalties such as demotion as an alternative to dismissal.

Dismissal

Dismissal is likely to result from further disciplinary hearings where conduct or performance remain unsatisfactory. You would not usually be dismissed for a first breach of discipline unless there has been an incident of gross misconduct.

Where you have committed further acts of misconduct (these being acts of misconduct other than gross misconduct) during the "live" period of a final written warning, you may be dismissed with notice or with pay in lieu of notice even if, when viewed in isolation, these issues would not normally lead to dismissal.

Right of appeal

You have the right to appeal against any formal sanction including dismissal. An appeal should be made to the Bursar (President in the case of Fellows employed by the College) within five working days of receiving written confirmation of the penalty imposed.

The appeal hearing will normally be chaired by the Bursar or another College Officer and may be accompanied by an HR or other representative, as deemed fit. For Fellows employed by the College, the appeal shall be heard by members drawn from the Fellows' Remuneration Committee (or from another suitably professional external body) including the President or Bursar.

You have the right to be accompanied at the appeal by a colleague or trade union representative.

At the appeal, the chair(s) will:

- explain the purpose of the meeting, how it will be conducted and the role of the person hearing the appeal;
- introduce everyone, explaining why they are there if necessary (in certain cases, the parties involved in the appeal hearing may attend separately);
- ask you why you are appealing;
- ask the chair of the original disciplinary hearing the reason for the penalty they imposed;
- look at new evidence, if there is any;
- Summarise the meeting discussion and end the hearing.

The chair(s) will consider the merits of the appeal before reaching a decision and, wherever possible, inform you without unreasonable delay of the decision reached from the appeal hearing. This will also be confirmed in writing.

In the case of Fellows employed by the College, the appeal shall conclude with a recommendation made to Council.

The chair(s) hearing the appeal will have the authority to uphold, quash or reduce a disciplinary penalty but will not increase any disciplinary penalty.

Depending on the reason for the appeal it may not be necessary to consider again, during the appeal hearing, all aspects arising from the investigation, but to focus on specific factors which you feel have received insufficient consideration, such as:

- an inconsistent/inappropriately harsh penalty
- extenuating circumstances
- bias during the investigation or disciplinary hearing
- unfairness of the hearing
- new evidence subsequently coming to light
- procedural problems

However, there may be circumstances that warrant a full rehearing of the case particularly when it relates to dismissal.

Where an appeal is rejected, the effective date of termination/warning shall be the date on which you were originally disciplined/dismissed.

Gross misconduct

In some circumstances you may be summarily dismissed if it is established after investigation and the disciplinary hearing, that there has been an act of gross misconduct, which includes a major breach of duty and conduct that could bring Murray Edwards College into disrepute.

In particular this includes but is not limited to:

- Theft from the College, other employees, Fellows, students or visitors;
- Defrauding the College by the falsification of records or in any other way;
- Misuse of your position in order to obtain monetary or other benefits personally or for others;
- Disorderly or offensive behaviour on duty, due to the influence of alcohol or drugs;
- Disclosure of highly confidential information;
- Other offences of dishonesty including providing false or misleading information (including during any internal process);
- Wilful destruction of data which is part of a subject access request;
- Deliberate or reckless breaches of employment policies or operating procedures, including the College's data protection policy, health and safety policies or IT policies and procedures;
- Fraudulent self-certification of absence;
- Falsification of accounts;
- Falsification of computer data;

- Contravention of the College's compliance regulations;
- Assault, serious threat of assault or abusive behaviour towards a student, Fellow, employee;
- Wilful damage to College / employees' / visitors' etc. property;
- Refusal to obey a reasonable instruction and conduct which amounts to insubordination;
- Serious breaches of safety rules;
- Threatening or abusive behaviour to colleagues/employees / visitors / students / Fellows etc.;
- Gross negligence;
- Possession, use, supply or attempted supply of illegal non-prescribed drugs;
- Harassment or unlawful discrimination in employment;
- Failure to adhere to our Equal Opportunities Policy;
- Significant misuse of our telephone equipment for personal calls;
- Acting or purporting to act on behalf of College (internally or externally) without authorisation;
- Conviction for a criminal offence that in our opinion may affect our reputation or our relationships with our employees, students, Fellows or the public, or otherwise affects your suitability to remain an employee.

Where the allegation of gross misconduct is upheld in the disciplinary hearing, the usual sanction will be summary dismissal i.e. without notice or pay in lieu thereof.

The College reserves the right to notify the police where conduct or activities may constitute criminal behaviour.

Where the allegation of gross misconduct is not upheld in the disciplinary hearing, you may be advised to return to work immediately, or to return following a further period of paid suspension, depending on the circumstances.

Some instances may warrant a sanction for misconduct rather than gross misconduct.

Right of appeal – for dismissal without warning

In the event of dismissal for gross misconduct you shall have the right to appeal to the College Council. If you wish to exercise this right you should apply in writing to the College Council within five working days of receiving details of the disciplinary decision stating the grounds for your appeal and whether you are appealing against the finding of misconduct, or against the level of disciplinary sanction imposed.

Council may appoint a committee (which may include members of Council, of Governing Body who are not members of Council or appropriately qualified external members) to hear the appeal. You shall have the right to be present at the appeal in person and to be accompanied by a colleague or by a trade union official.

Data protection

The College processes personal data collected during the investigation stage and any subsequent stages of disciplinary action in accordance with its data protection policy. In particular, data collected as part of the investigation stage and any subsequent stages of disciplinary action is held securely and accessed by, and disclosed to, individuals only for the purposes of the disciplinary procedure. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the College's data protection policy immediately. It may also constitute a disciplinary offence, which will be dealt with under this disciplinary procedure.

Capability procedure

We define ‘capability’ as an employee’s ability to perform their work to the standard expected of their job role.

A person’s inability to perform their job sufficiently can be due to a range of reasons, including lack of skill or aptitude needed for that role, job change or changes to the employee’s health or circumstances. We aim to approach matters of capability in a fair, supportive and non-discriminatory way, with the aim of supporting you to achieve the required standards of work.

Capability can take a number of forms, and will be handled in the following way:

- Underperformance related to conduct/behaviour (including wilful poor performance rather than lack of application) will be handled via the disciplinary procedure;
- Underperformance connected with a job change will be addressed supportively;
- Capability issues linked to poor attendance or ill-health may also be dealt with either under absence management processes or by means of making reasonable adjustments in line with the Equality Act 2010;
- Poor performance due to insufficient skill or aptitude will be handled as set out below.

Capability due to job changes

If your job changes significantly, we will support you for a period with getting to grips with the requirements of your new role content. This may include additional supervision or training where needed.

If, after a reasonable period of time, you are not able to meet the requirements of the new role, this will be treated as a matter of insufficient skill or aptitude.

The College may also consider the possibility of a transfer to more suitable work if it is deemed appropriate and if any such work is available.

Capability due to ill-health

From time to time, ill-health might prevent you from being able to fulfil the requirements of your job, either in part or in full and either for a period of time or in the long-term.

In such circumstances, we will respectfully ask for details of your medical diagnosis and prognosis, either by means of a GP or other doctor’s report, or by seeking a medical or occupational health assessment. We will request your permission before

obtaining either of these, and we will notify you of the legal basis we are relying upon to process any information provided to us.

We will carefully consider and discuss with you the options relating to your performance and to your ongoing employment, including any possible reasonable adjustments that we may be able to make to assist you in your role/return to work, where applicable.

In making any decisions about your role, we will sensitively take into account all the relevant information we have access to.

Capability due to insufficient skill or aptitude

Informal procedure

Where issues around performance arise that are due to insufficient skill or aptitude for the role, we will take steps to resolve these issues informally at first, through discussion, support and, where appropriate, training, to assist you in meeting the standards required for the job you are performing.

Discussions with your line manager will include: the required standards of the role, an indication of the areas in which your performance is not meeting those standards and the ways in which the performance should improve. We will also discuss any factors that could be impacting your performance such as workload, resources, insufficient training, ill-health, or other personal circumstances.

As a part of these discussions, your line manager will agree with you the steps and action points to bring your performance back to the required level. These will depend on the circumstances and might include closer supervision for a limited period, training provision, mentoring, or temporary alterations to your duties that do not change your job, but might allow you to develop at a slower pace.

If the informal procedure resolves the performance issue, or mitigating circumstances change, there will be no further action and the matter shall be viewed as having been resolved.

Formal procedure

Where an informal approach is not effective in achieving improvements in performance, we will address these via a formal performance improvement process. The aim of this formal process is to create a clear set of guidelines to indicate what is required of you and to help you achieve this.

Your line manager or head of department will put together and agree with you a performance improvement plan. This will outline the areas of unsatisfactory performance (including where relevant a review of the steps taken and improvements made during the informal process). For Fellows employed by the College, the performance improvement plan shall be agreed by the Senior Tutor and where relevant your head of department.

You may be accompanied to the formal performance meetings by a colleague or trade union representative. If you wish to be accompanied you should inform the College in advance who your companion will be and ensure they have the meeting details.

The plan will set out specific areas for improvements, the standards required in each area, and a timescale for improvement.

Your line manager / head of department may also agree with you suggestions for ways of achieving the standards required and any support that may be usefully given.

During the review period, it may be appropriate to have regular meetings with your line manager / head of department to review your progress and give you support where necessary.

The review period will conclude with a formal meeting to discuss your progress and decide whether the required standards of performance have been reached. The potential outcomes at this stage include one of the following:

- Successful completion: if you have successfully met the necessary standards, the plan will be concluded as successfully completed and you will be informed that the current formal capability procedure has come to an end. It will be expected that these standards are maintained going forward and a record of the performance plan will be kept on your file for 12 months.

- Further review period: if at the end of the review period the required standards have not been met, but you have demonstrated improvement during the review period and can demonstrate the potential to reach the desired standards, a further review period may be arranged. You and your line manager will explore the difficulties in meeting the required standards, the areas where you have not yet met the required standard and look to identify if there are any further measures that could be put in place to assist you. Any further targets you have agreed upon and the period for review will be advised to you in writing.

At this stage, you will be made aware of the consequences of failure to improve in the agreed time period, which may include reassignment to another role if there is an appropriate role available, or dismissal.

- Dismissal or redeployment: If, at the end of the review period, your performance has not improved sufficiently, the College will consider dismissal from the role, or an alternative role should a suitable alternative be available. You will be notified of the College's decision to dismiss (or redeploy) usually no later than three days following the meeting.

Right of appeal – for dismissal

In cases ending in dismissal, you have the right to appeal against the decision and your appeal should be made to the Bursar within five working days of receiving written confirmation of the penalty imposed. For Fellows employed by the College, the appeal should be made to the College Officers.

An appeal hearing will normally be chaired by the head of department or the Bursar (or another College Officer) and may be accompanied by another College Officer or HR, as deemed fit.

For Fellows employed by the College, the appeal shall be heard by members drawn from the Fellows' Remuneration Committee (or from another suitably professional external body) including the President or Bursar.

You will have the right to be accompanied at the appeal by a colleague or trade union representative.

You will be given a full opportunity to state the grounds on which your appeal is made. The Line manager having carried out the performance plan will explain his or her decision to impose the given penalty. The chair of the appeal may exercise discretion as to whether or not the two parties present together or separately.

When all the evidence has been heard, the hearing will be adjourned. The persons hearing the appeal will consider the merits of the appeal, in private, before reaching a decision.

The chair of the appeal will, wherever possible, inform you of the decision reached within five working days after the hearing. This will also be confirmed in writing

The persons hearing the appeal have the authority to uphold, quash or reduce a disciplinary penalty but will not increase any disciplinary penalty.

Depending on the reason for the appeal it may not be necessary to consider again all aspects arising from the investigation, but to focus on specific factors which you feel have received insufficient consideration. However, there may be circumstances that warrant a full rehearing of the case particularly when it relates to dismissal.

Where an appeal fails, the effective date of termination/warning shall be the date on which you were originally dismissed.

In the case of Fellows employed by the College, at the end of the appeal a recommendation shall be made to Council.

Personal data

The College processes personal data collected during an informal or formal capability procedure in accordance with its data protection policy. In particular, data collected as part of an investigation, informal discussions about your performance or the capability procedure is held securely and accessed by, and disclosed to, individuals only for the purposes of providing you with the necessary support or conducting the Capability procedure. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the College's data protection policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the College's disciplinary procedure.

Capability matters for Fellows employed by the College will be handled under the College's Ordinances.

Trade union membership

Employees wishing to do so are entitled to membership of a trade union of their choice.