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EMPLOYEE HANDBOOK ISSUES AND UPDATES

<i>Pages</i>	<i>Issue No.</i>	<i>Date</i>
1-40	0	January 2011
37	1	June 2011
25,32,33,35,37	2	August 2013
6,8,10,13,19,22-25,40-43	3	June 2014
24	4	June 2015
1-39	5	August 2016

WELCOME TO THE QUEEN'S COLLEGE

The Queen's College, was founded in 1341 by Robert de Eglesfield, a chaplain in the household of Queen Philippa, in whose honour the College is named. We are one of the 38 constituent colleges of the University of Oxford.

Ours is a diverse and welcoming community. World-class academics committed to teaching and research, the brightest students, here because of their academic ability and ambition irrespective of their backgrounds, and ancillary staff dedicated to providing the highest levels of service in their fields, all combine to create a very special community.

The student experience at Queen's is one of the best in Oxford. Undergraduates, and most post-graduates, benefit from subsidised College accommodation and meals throughout their time here. There is a great tradition of formal and celebratory dining. Whilst time is spent in departments during the day, the College is home for tutorials and private study in our beautiful historic library - and everyone comes back to College for lunch. Our magnificent Chapel, the relaxing Junior, Middle and Senior Common Rooms as well as the College's wider sports and social facilities combine to create an outstanding living and working environment.

During vacations the College offers first class conference, wedding and B&B facilities to commercial customers and Old Members (Queen's graduates), helping to offset our significant running costs. To meet these diverse business needs, we recruit and retain the best staff: team players who understand the need to work together to create an environment in which our academics and students flourish and our commercial customers and Old Members feel welcome and well served. Staff members in the College, IT and Librarians' Offices work directly with Fellows and students, others in the Bursary, our Old Members' and Conference Offices, are responsible for managing external relationships and growing our financial resources.

Everyone relies on our first class catering, waiting, housekeeping, security and front of house services and the estate management team who look after our beautiful Grade I listed High St site and many external properties.

The College is a busy, vibrant community, and the people who study, live and work here are at its heart. We hope you have a long, happy and successful relationship with us. This Employee Handbook is designed both to introduce you to our organisation and to be of continuing use during your employment. Please study the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains information on some of the main employee benefits that may be available to you and the policies and procedures relating to your employment. If you require any clarification or additional information please refer to your line manager or head of department.

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

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

I would like to wish you every success during your employment whether you recently joined us or whether you are an existing employee.

Marie Bracey
Domestic Bursar
August 2016

JOINING OUR ORGANISATION

A) PERSONAL INFORMATION

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

B) PROBATIONARY PERIOD

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

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

C) EMPLOYEE TRAINING

At the commencement of your employment you will receive training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities within the business. It is a condition of your employment that you participate in any training deemed necessary by us for you to reach the required levels of attainment standards.

D) INDUCTION

At the start of your employment with our College you are required to complete an induction programme, during which all our policies and procedures (including Health and Safety) will be explained to you. Information relating to these will be given to you at the induction.

E) JOB DESCRIPTION

Amendments may be made to your job description from time to time in relation to our changing needs and your own ability.

F) PERFORMANCE AND REVIEW

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you overcome any possible weaknesses.

G) STAFF APPRAISAL SCHEME

We have a staff appraisal scheme in place for the purpose of monitoring staff performance levels with a view to maximising the effectiveness of individuals, details of which are available separately.

H) JOB FLEXIBILITY

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within our business. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential for operational efficiency as the type and volume of work is always subject to change.

I) MOBILITY

Although you are usually employed at one particular location, it is a requirement of your employment with the college that you may be required to work at any other College premises in Oxford. This mobility is essential to the smooth running of the College.

J) TRAINING AGREEMENT

The College has a policy of encouraging its employees to undertake training in order to further their career and/or development within the organisation along with maintaining existing qualifications where appropriate. This will include assisting with costs of the training. However, in the event of termination of employment, or non completion of the course, the College will seek reimbursement of the costs in line with the Training Agreement. Further details are available separately.

SALARIES AND WAGES, ETC

A) ADMINISTRATION

1) Payment

- a) For all staff the pay month is the calendar month. Basic salaries and wages are paid by the 16th day of the current month.
- b) You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g. Income Tax, National Insurance, etc.
- c) Any pay queries that you may have should be raised with the Bursary.

2) Overpayments

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

3) Income Tax and National Insurance

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

B) LATENESS/ABSENTEEISM

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

C) SHORTAGE OF WORK

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

D) PENSION SCHEME

We operate two contributory pension schemes and you will be auto-enrolled into the appropriate scheme unless your earnings fall below the threshold, or you are outside the age range. The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the College. Further details are available separately.

E) WORKING TIME REGULATIONS

The College recognises and adheres to The Working Time Regulations 1998 which includes the following:

- 1) you are entitled to an (unpaid) daily in-work rest break of 20 minutes if your daily working time is more than six hours (for members of staff under 18 years of age, the entitlement is to a 30 minute in-work rest break if daily working time is more than 4½ hours).
- 2) you are entitled to a daily rest period of eleven consecutive hours between each working day (for members of staff under 18 years of age, the entitlement is to a 12 hour daily rest period in each 24 hour period).
- 3) you are entitled to a weekly rest period of 24 hours in each seven day period which may be averaged over a two week period i.e. two days' rest over a fortnight (for members of staff under 18 years of age, the entitlement is two days' rest in each week which cannot be averaged).
- 4) your average working time should not exceed 48 hours a week, normally averaged over a 17 week period, unless you have signed an agreement to opt out of this limit. (There are no separate rules for members of staff under 18 years of age).

You should be aware that there are some variations applicable to the above in accordance with the regulations including provisions for compensatory rest. It is always the intention of the College to ensure that your hours of work will comply with these provisions, however if at any time you think this may not be the case you should immediately advise your Head of Department / Line Manager / Supervisor.

HOLIDAY ENTITLEMENT AND CONDITIONS

A) ANNUAL HOLIDAYS

- 1) Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).
- 2) It is the College's policy to encourage you to take all of your holiday entitlement in the current holiday year. Should the need to carry over holiday arise you may only do so where statutorily entitled or in exceptional circumstances only, and with the prior permission of your Department Head you may carry forward any annual holiday in excess of the statutory annual holiday. If you can't take all of your leave entitlement because you are already on a different type of leave (e.g. sick, maternity or parental leave), you may carry over some or all of your untaken leave into the next leave year. Arrangements for when this leave is taken must be discussed with the Department Head, as it is likely that you will be asked to take the leave before returning to work.
- 3) You must complete the holiday request form and have it signed by your Head of Department / Line Manager / Supervisor before you make any firm holiday arrangements.
- 4) Holiday dates will normally be allocated on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
- 5) You should give at least four weeks' notice of your intention to take holidays of a week or more and one week's notice is required for odd single days.
- 6) You may not normally take more than two working weeks consecutively.
- 7) Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.

B) PUBLIC/BANK HOLIDAYS

Your entitlement to public/bank holidays is shown in your individual Statement of Main Terms of Employment.

SICKNESS/INJURY PAYMENTS AND CONDITIONS

A) NOTIFICATION OF INCAPACITY FOR WORK

- 1) You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by no later than one hour before your start time. Text messages and e-mails are not an acceptable method of notification. Other than in exceptional circumstances notification should be made personally, to your Head of Department / Line Manager / Supervisor, or if they are not available, the Domestic Bursar.
- 2) You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. The notification procedures should be followed on each day of absence unless you are covered by a medical certificate.
- 3) If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

B) EVIDENCE OF INCAPACITY

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

C) PAYMENTS

- 1) You are entitled to statutory sick pay (SSP) if you are absent for four or more consecutive days because of sickness or injury provided you meet the statutory qualifying conditions. SSP is treated like wages and is subject to normal deductions.
- 2) Qualifying days are the only days for which you are entitled to SSP. These days are normally your working days unless otherwise notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.
- 3) Any contractual sickness/injury payments are shown in your individual Statement of Main Terms of Employment.
- 4) Any days of contractual sickness/injury payments which qualify for SSP will be offset against SSP on a day-to-day basis. A deduction will be made for any other state benefits received if you are excluded or transferred from SSP.
- 5) If you are entitled to any payments in excess of SSP and your entitlement expires, full or part payment may be allowed at our discretion where it is considered that there are special circumstances warranting it.
- 6) Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.

D) RETURN TO WORK

- 1) You should notify Head of Department / Line Manager / Supervisor as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
- 2) If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.

Separate rules relating to infectious diseases and those whose duties may involve handling food are to be found later in this handbook and, if appropriate to your duties, you must familiarise yourself with them.

- 3) On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to Head of Department / Line Manager / Supervisor.
- 4) Upon returning to work after any period of sickness/injury absence, you may be required to attend a “return to work” interview to discuss the state of your health and fitness for work. Information arising from such an interview will be treated with strictest confidence.

E) GENERAL

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

OTHER BENEFITS

A) MEALS

You are entitled to have a meal free of charge whilst on duty when the kitchen is open provided you are on duty both before and after the relevant meal time.

B) BUS PASS SCHEME

You are able to apply for an annual season ticket for travel on public buses. The cost of this is normally repaid to the College by the deduction of one twelfth of the cost of the pass from each monthly wage/salary payment. Further details are available from the Bursary. If you leave the employment of the College the outstanding ticket must be returned or the cost will be deducted from your final wage/salary. This is an express written term of your contract of employment.

C) PARKING

Although certain members of staff may be able to park at the Florey Building if and when space is available, it is not a contractual right and the college reserve the right to withdraw this privilege where required.

D) HOLIDAYS

In addition to the normal holiday entitlement provided by the college in recognition of their service long serving members of staff will also receive additional holidays as listed below:-

10-15 years service - one extra day
15-20 years service - two extra days
Over 20 years - three extra days

E) COLLEGE BORROWING

Should members of staff in difficult circumstances need to loan money from the college this may be discussed with the Domestic Bursar. Should you require an appointment to discuss this please make an appointment with the Domestic Bursar's Administrator.

SAFEGUARDS

A) RIGHTS OF SEARCH

- 1) Although we do not have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business, we would ask all employees to assist us in this matter should we feel that such a search is necessary.
- 2) Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search. This will also apply at the time that any further questioning takes place.
- 3) We reserve the right to call in the police at any stage.

B) CONFIDENTIALITY

- 1) All information that:
 - a) is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence;
 - b) relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort; and
 - c) has not been made public by, or with our authority;shall be confidential, and (save in the course of our 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 our prior written consent.
- 2) You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.

C) COLLEGE PROPERTY AND COPYRIGHT

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

D) STATEMENTS TO THE MEDIA

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by the Provost or Fellows of the College.

E) INVENTIONS/DISCOVERIES

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

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

F) VIRUS PROTECTION PROCEDURES

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

- a) unauthorised software including public domain software, USBs, external hard drives, CDs or internet downloads must not be used; and
- b) all software must be virus checked using standard testing procedures before being used.

G) USE OF COMPUTER EQUIPMENT

In order to control the use of the College's computer equipment and reduce the risk of contamination the following will apply:

- a) the introduction of new software must be strictly prohibited;
- b) only authorised staff should have access to the College's computer equipment;
- c) only authorised software may be used on any of the College's computer equipment;
- d) only software that is used for business applications may be used;
- e) no software may be brought onto or taken from the College's premises without prior authorisation;
- f) unauthorised access to the computer facility will result in disciplinary action; and
- g) unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

H) E-MAIL AND INTERNET POLICY

1) Introduction

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of internet and e-mail within the College. The internet and e-mail system have established themselves as an important communications facility within the College and have provided us with contact with professional and academic sources throughout the world. Therefore, to ensure that we are able to utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout.

2) Internet

Where appropriate, duly authorised staff are encouraged to make use of the Internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the College name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence. The intellectual property right and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal.

3) Procedures - Acceptable/Unacceptable Use

- a) unauthorised or inappropriate use of the internet system may result in disciplinary action which could result in summary dismissal.
- b) the internet system is available for legitimate business use and matters concerned directly with the job being done. Employees using the internet system should give particular attention to the following points:
 - i) comply with all of our internet standards;
 - ii) access during working hours should be for business use only;
 - iii) private use of the internet should be used outside of your normal working hours.
- c) the College will not tolerate the use of the Internet system for unofficial or inappropriate purposes, including:
 - i) accessing websites which put our internet at risk of (including but not limited to) viruses, compromising our copyright or intellectual property rights;
 - ii) non-compliance of our social networking policy;
 - iii) connecting, posting or downloading any information unrelated to their employment and in particular pornographic or other offensive material;
 - iv) engaging in computer hacking and other related activities, or attempting to disable or compromise security of information contained on the College's computers.

You are reminded that such activities (iii. and iv.) may constitute a criminal offence.

4) E-mail

The use of the e-mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure sets out the College's position on the correct use of the e-mail system.

5) Procedures - Authorised Use

- a) unauthorised or inappropriate use of the e-mail system may result in disciplinary action which could include summary dismissal.
 - b) the e-mail system is available for communication and matters directly concerned with the legitimate business of the College. Employees using the e-mail system should give particular attention to the following points:
 - i) all comply with College communication standards;
 - ii) e-mail messages and copies should only be sent to those for whom they are particularly relevant;
 - iii) e-mail should not be used as a substitute for face-to-face communication or telephone contact. Abusive e-mails must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
 - iv) if e-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The College will be liable for infringing copyright or any defamatory information that is circulated either within the College or to external users of the system; and
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- v) offers or contracts transmitted by e-mail are as legally binding on the College as those sent on paper.
 - c) The College will not tolerate the use of the e-mail system for unofficial or inappropriate purposes, including:
 - i) any messages that could constitute bullying, harassment or other detriment;
 - ii) personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
 - iii) on-line gambling;
 - iv) accessing or transmitting pornography;
 - v) transmitting copyright information and/or any software available to the user; or
 - vi) posting confidential information about other employees, the College or its clients or suppliers.
 - 6) Monitoring

We reserve the right to monitor all e-mail/internet activity by you for the purposes of ensuring compliance with our policies and procedures and of ensuring compliance with the relevant regulatory requirements and you hereby consent to such monitoring. This includes monitoring of any additional accounts you may be requested to set up for the purposes of performing your work tasks, which are subject to the same rules as your work email account. Information acquired through such monitoring may be used as evidence in disciplinary proceedings.

I) DATA PROTECTION

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

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

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

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

<http://www.queens.ox.ac.uk/sites/www.queens.ox.ac.uk/files/data-protection.pdf>

J) PERSONAL INFORMATION

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

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

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

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

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

K) ACCESS TO PERSONAL FILES

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

L) SOCIAL NETWORKING SITES

1) INTRODUCTION

Queen's College has introduced guidelines for its employees regarding the safe usage of social media. All employees should be aware that communications issued by them via social media are as significant as verbal and written communications. As such it is imperative that employees take the appropriate care when using social media as not to bring the College, its employees, students, academics or anyone associated with the College into disrepute.

2) DEFINITION

Social media are media that use online technologies to facilitate social interaction. At the time of writing they include, but are not confined to, Facebook, Twitter, blogs, YouTube, Flickr, LinkedIn, Wikipedia, Instagram, etc.

3) GUIDELINES

The objective of these guidelines is to help Queen's College employees get the most out of social media while avoiding the pitfalls that can result in a less than enjoyable social media experience.

Generally speaking, what you do outside work is your own business. However, you do not stop being an employee of Queen's College just because you are not at work. Most social media 'incidents' are the result of a failure to appreciate that your actions, words and behaviours have an impact (and potentially reflect negatively on) the College's reputation.

Please remember that policies that cover diversity, harassment, dignity at work etc. govern your behaviour when posting about work on social media. That is, if you post something abusive or disrespectful about a colleague on Facebook, you could still face a difficult conversation with your Head of Department / Line Manager / Supervisor whether you post it during working hours or not. In an electronic age, we all still retain the right to respect in the workplace.

Please remember, too, that you come to work to perform a role. If your use of social media impacts upon your performance, then that could become a disciplinary or performance management issue.

If you conduct yourself on social media in the same way that you would conduct yourself in a face to face social gathering, you will avoid many pitfalls. Good manners still apply electronically, but as a minimum you should try to ensure that your actions and behaviour are consistent with the image you want to portray at work. Bear in mind that you may be sharing social space with your Head of Department / Line Manager / Supervisor, your colleagues, Fellows and students.

Remember that Google never forgets. Everything you post online stays online for a very long time.

In case of doubt, ask your Head of Department / Line Manager / Supervisor whether it is 'safe' to post specific information/opinions online. If you have a social media question that is not content related, please contact The Principal.

4) POINTS TO REMEMBER WITH REGARD TO SOCIAL MEDIA

- a) Be yourself, say who you are and if you are discussing Queen's College, make it clear that you work for us;
- b) State clearly that the views/opinions you express are your own. Speak in the first person;
- c) Get your facts right, be truthful. Support your opinion with facts. Cite the sources of your content;
- d) Think before posting. Once a comment is posted, whilst it can be removed in some instances, postings can be copied or forwarded. Therefore deletion cannot always correct irresponsible posting;
- e) Use common sense and courtesy. Admit mistakes if you make them, apologise if necessary;
- f) Be respectful of other cultures, religions, values etc. Do not post anything which contravenes the College Equal Opportunities Policy;
- g) Respect copyright. Do not use logos, trademarks, music, images etc. without prior authorisation; and
- h) Monitor the reactions to your posts and make sure they are as true, respectful and legal as your own.

5) DO NOT

- a) Post anything you would not wish your colleagues, Head of Department / Line Manager / Supervisor or anyone associated with the college to see;
- b) Spam;
- c) Speak as if on behalf of Queen's College;
- d) Be dishonest;
- e) Be antagonistic or aggressive. Do not post any defamatory, vulgar, discriminatory, obscene or threatening material;
- f) Share internal information. Refrain from commenting on Queen's College business performance;
- g) Quote colleagues, students or stakeholders, or post their material without their approval; and
- h) Do not censor others' opinion.

STANDARDS

A) WASTAGE

- 1) We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of our organisation.
- 2) You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:
 - a) handle machines, equipment and stock with care;
 - b) turn off any unnecessary lighting and heating. Keep doors closed whenever possible;
 - c) ask for other work if your job has come to a standstill; and
 - d) start with the minimum of delay after arriving for work and after breaks.
- 3) The following provision is an express written term of your contract of employment:
 - a) any damage to vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement;
 - b) any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss; and
 - c) in the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess up to a maximum of £250.00.
- 4) In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

B) STANDARDS OF DRESS

As you are liable to come into contact with fellows, students and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. Where uniforms are provided, these must be worn at all times whilst at work and laundered on a regular basis. Where uniforms are not provided, you should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times.

C) HOUSEKEEPING

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

HEALTH, SAFETY, WELFARE AND HYGIENE

A) SAFETY

- 1) You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
- 2) You must not take any action that could threaten the health or safety of yourself, other employees, clients or members of the public.
- 3) Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.
- 4) You should report all accidents and injuries at work, no matter how minor, in the accident book.
- 5) You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.
- 6) Further information can also be found at:
<http://www.queens.ox.ac.uk/sites/www.queens.ox.ac.uk/files/Health%20%26%20Safety%20Policy%20Arrangements.pdf>
- 7) The Health and Safety Handbook can be found at:
http://www.queens.ox.ac.uk/sites/www.queens.ox.ac.uk/files/Employee%20Safety%20Handbook%20-%20The%20Queen%27s%20College_1.pdf

B) STAFF ROOM /REFRESHMENT MAKING FACILITIES

We provide a staff room and refreshment making facilities for your use, which must be kept clean and tidy at all times. Both the staff room refreshment making facilities may only be used during authorised breaks.

C) ALCOHOL & DRUGS POLICY

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

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

D) NO SMOKING POLICY

The College has a no-smoking policy, except for the designated smoking area in the Nun's Garden. This includes the use of e-cigarettes.

E) HYGIENE

- 1) Any exposed cut or burn must be covered with a first-aid dressing.
- 2) If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
- 3) Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

F) HYGIENE FOR FOOD HANDLERS

- 1) You must ensure absolute personal cleanliness.
- 2) You must be constantly aware of the danger of food poisoning.
- 3) You must wash your hands immediately before commencing work and after any break, after using the toilet and after any other activity which could lead to food contamination.
- 4) Any cut or burn on the hand or arm should be reported to your Head of Department / Line Manager / Supervisor and must be covered with an approved dressing.
- 5) Head or beard coverings and overalls/uniforms, where provided, must be worn at all times.
- 6) No jewellery should be worn, other than plain band wedding rings, without the permission of your Line Manager or the Chef.
- 7) No jewellery should be worn, other than wedding rings, without the permission of the Chef.
- 8) You should not wear excessive amounts of make-up or perfume and nail varnish should not be worn.
- 9) You must report any chipped or broken items to your Head of Department / Line Manager / Supervisor.
- 10) Clean equipment and supplies must be used at all times.
- 11) You must not smoke in areas connected with the preparation or service of food or its subsequent cleaning.
- 12) If you are suffering from an infectious or contagious disease or illness, or have a bowel disorder, boils, skin or mouth infection, you must not report for work without clearance from your own doctor.
- 13) Contact with any person suffering from an infectious or contagious disease must be reported and you must be 48 hours clear from your last episode of illness have clearance from your own doctor before commencing work.

G) FITNESS FOR WORK

If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others, and send you away for the remainder of the day with or without pay and, dependent on the circumstances, you may be liable to disciplinary action.

H) MANUAL HANDLING

You are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which may make you more vulnerable to injury.

GENERAL TERMS AND PROCEDURES

A) CHANGES IN PERSONAL DETAILS

You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.

B) OTHER EMPLOYMENT

If you already have any other employment or are considering any additional employment you must notify us so that we can discuss any implications arising from the current working time legislation.

C) TIME OFF

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

D) MATERNITY/PATERNITY/ADOPTION LEAVE

You may be entitled to maternity/paternity/adoption leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant or are notified of a match date for adoption purposes you should notify your Head of Department / Line Manager / Supervisor at an early stage so that your entitlements and obligations can be explained to you. Further information can also be found at: <https://www.admin.ox.ac.uk/personnel/during/family/maternity/>

E) PARENTAL/SHARED PARENTAL LEAVE AND PAY & FLEXIBLE WORKING

If you are entitled to take parental leave or shared parental leave in respect of the current statutory provisions, you should discuss your needs with your Head of Department / Line Manager / Supervisor who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of the business. You may also be entitled to request flexible working in accordance with the current statutory provisions. Details are available from your Department Head

F) TIME OFF FOR DEPENDANTS

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

G) BEREAVEMENT LEAVE

Reactions to bereavement may vary greatly according to individual circumstances and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with your Head of Department and agree appropriate time off. This will be the joint decision of your Head of Department / Line Manager / Supervisor and the person responsible for personnel services (currently the Domestic Bursar).

H) JURY SERVICE

If you are required to undertake jury service or to attend court you must advise your Head of Department / Line Manager / Supervisor in order that the necessary arrangements for your work can be made. You are normally eligible for loss of earnings, travel and subsistence allowances. You will be permitted reasonable time off to carry out such public duty, but you should not volunteer for jury service beyond 14 days without referral and permission from the College.

I) TRAVEL EXPENSES

We will reimburse you for any reasonable expenses incurred whilst travelling on our business. The rules relating to travelling expenses will be issued separately. You must provide receipts for any expenditure.

J) COMMUNICATIONS

The College will try to keep you informed about items of interest by means of a staff notice board and you should ensure that you read it on a regular basis. You may display notices, if you wish (with permission), to promote any particular item of interest to other employees.

K) EMPLOYEES' PROPERTY AND LOST PROPERTY

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight. Articles of lost property should be handed to your Head of Department / Line Manager / Supervisor who will retain them whilst attempts are made to discover the owner.

L) PARKING

Where parking facilities have been made available to you on our premises you must ensure that you observe all of our traffic requirements e.g. speed limits, etc. To avoid congestion, all vehicles must be parked only in the designated parking areas. No liability is accepted for damage to private vehicles.

M) MAIL

All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

N) FRIENDS AND RELATIVES CONTACT / TELEPHONE CALLS / MOBILE PHONES

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Incoming personal telephone calls are allowed only in the case of emergency. Personal mobile phones should not be used for personal use during working hours except in the case of an emergency.

O) BUYING OR SELLING OF GOOD

You are not allowed to buy or sell goods on your own behalf on our premises or during your working hours.

P) COLLECTIONS FROM EMPLOYEES

Unless specific authorisation is given by your Head of Department / Line Manager / Supervisor no collections of any kind are allowed on our premises.

Q) BEHAVIOUR AT WORK

You should behave with civility towards fellow employees, and no rudeness will be permitted towards clients or members of the public. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action.

You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs.

Any involvement in activities which could be construed as being in competition with us is not allowed.

R) DRIVING LICENCE

If driving is a necessary part of your role it is imperative that you maintain a valid driving licence suitable for the vehicle you operate at all times during your employment. You are required upon request to produce your driving licence to the management. We may also require you to provide us with the ability to access your driving licence details online. If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately. If you are required to drive as part of your job and we are unable to find alternative employment, your employment may be terminated.

S) CAR INSURANCE

If your position requires you to use your own car for business purposes, you must ensure that your car insurance provides adequate cover. Proof of adequate insurance, Driving Licence, Tax and an MOT Certificate must be produced for scrutiny by the College, upon renewal and at any time when so requested.

T) FINES

Any fines imposed by relevant authorities including (but not limited to) speeding and parking will be payable by the employee. The College take no responsibility for the payment of fines incurred by the employee during their employment.

ANTI-BRIBERY POLICY

A) INTRODUCTION

Bribery is a criminal offence. The College prohibits any form of bribery. We require compliance, from everyone connected with our business, with the highest ethical standards and anti-bribery laws applicable. Integrity and transparency are of utmost importance to us and we have a zero tolerance attitude towards corrupt activities of any kind, whether committed by employees or by third parties acting for or on behalf of the College.

B) POLICY

It is prohibited, directly or indirectly, for any employee or person working on our behalf to offer, give, request or accept any bribe i.e. gift, loan, payment, reward or advantage, either in cash or any other form of inducement, to or from any person or College in order to gain commercial, contractual or regulatory advantage for the College, or in order to gain any personal advantage for an individual or anyone connected with the individual in a way that is unethical.

C) SUSPICION

If we suspect that you have committed an act of bribery or attempted bribery, an investigation will be carried out and, in line with our disciplinary procedure where appropriate, action may be taken against you which may result in your dismissal, or the cessation of our business arrangement with you.

D) REPORTING

If you, as an employee or person working on our behalf, suspect that an act of bribery or attempted bribery has taken place, even if you are not personally involved, you are expected to report this to your Head of Department / Line Manager / Supervisor. You may be asked to give a written account of events.

Staff are reminded of the College's Whistleblowing Policy which is available in this Employee Handbook.

E) GIFTS AND HOSPITALITY

We realise that the giving and receiving of gifts and hospitality as a reflection of friendship or appreciation where nothing is expected in return may occur, or even be commonplace, in our industry. This does not constitute bribery where it is proportionate and recorded properly.

No gift should be given nor hospitality offered by an employee or anyone working on our behalf to any party in connection with our business without receiving prior written approval from your Head of Department / Line Manager / Supervisor.

Similarly, no gift or offer of hospitality should be accepted by an employee or anyone working on our behalf without receiving prior written approval from your Head of Department / Line Manager / Supervisor.

F) RECORD KEEPING

A record will be made by your Head of Department / Line Manager / Supervisor of every instance in which gifts or hospitality are given or received.

As the law is constantly changing, this policy is subject to review and the College reserves the right to amend this policy without prior notice.

WHISTLE-BLOWERS

A) INTRODUCTION

Under certain circumstances, employees are protected from suffering any detriment or termination of employment if they make disclosures about organisations for whom they work.

B) QUALIFYING DISCLOSURES

- 1) Certain disclosures are prescribed by law as “qualifying disclosures”. A “qualifying disclosure” means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the College has committed a “relevant failure” by:
 - a) committing a criminal offence;
 - b) failing to comply with a legal obligation;
 - c) a miscarriage of justice;
 - d) endangering the health and safety of an individual;
 - e) environmental damage; or
 - f) concealing any information relating to the above.
- 2) These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The College will take any concerns that you may raise relating to the above matters very seriously.
- 3) The Employment Rights Act 1996 provides protection for workers who ‘blow the whistle’ where they reasonably believe that some form of illegality, injustice or breach of health and safety has occurred or is likely to occur. The disclosure has to be “in the public interest”. We encourage you to use the procedure to raise any such concerns.

C) THE PROCEDURE

- 1) In the first instance you should report any concerns you may have to your Head of Department / Line Manager / Supervisor who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate official organisation or regulatory body.
- 2) If you do not report your concerns to your Head of Department / Line Manager / Supervisor you should take them direct to the appropriate organisation or body.

D) TREATMENT BY OTHERS

Bullying, harassment or any other detrimental treatment afforded to a colleague who has made a qualifying disclosure is unacceptable. Anyone found to have acted in such a manner will be subject to disciplinary action.

CAPABILITY PROCEDURES

A) INTRODUCTION

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

B) JOB CHANGES/GENERAL CAPABILITY ISSUES

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

C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES

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

D) SHORT SERVICE STAFF

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

DISCIPLINARY PROCEDURES

A) INTRODUCTION

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

B) DISCIPLINARY RULES

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

C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

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

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

- a) failure to abide by the general health and safety rules and procedures;
- b) smoking in designated non-smoking areas;
- c) consumption of alcohol on the premises;
- d) persistent absenteeism and/or lateness;
- e) unsatisfactory standards or output of work;
- f) rudeness towards clients, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- g) failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- h) unauthorised use of e-mail and internet;
- i) failure to carry out all reasonable instructions or follow our rules and procedures;
- j) unauthorised use or negligent damage or loss of our property;
- k) failure to report immediately any damage to property or premises caused by you;
- l) use of our vehicles without approval or the private use of our commercial vehicles without authorisation;
- m) failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs;
- n) if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
- o) carrying unauthorised goods or passengers in our commercial vehicles or the use of our vehicles for personal gain; and
- p) loss of driving licence where driving on public roads forms an essential part of the duties of the post.

D) SERIOUS MISCONDUCT

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

E) RULES COVERING GROSS MISCONDUCT

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:

- a) theft or fraud;
- b) physical violence or bullying;
- c) deliberate damage to property;
- d) deliberate acts of unlawful discrimination or harassment;
- e) possession, or being under the influence, of drugs* at work; and

*For this purpose, the term ‘drugs’ is used to describe both illegal drugs and other psychoactive (mind-altering) substances which may or may not be illegal.

- f) breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

(The above examples are illustrative and do not form an exhaustive list.)

F) DISCIPLINARY PROCEDURE

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

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

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

G) DISCIPLINARY AUTHORITY

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

ALL EMPLOYEES

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

H) PERIOD OF WARNINGS

- 1) Formal verbal warning
A formal verbal warning will normally be disregarded for disciplinary purposes after a six month period.
- 2) Written warning
A written warning will normally be disregarded for disciplinary purposes after a twelve month period.
- 3) Final written warning
A final written warning will normally be disregarded for disciplinary purposes after a twelve month period.

I) GENERAL NOTES

- 1) If you are in a supervisory or Managerial position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.
- 2) In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.
- 3) Gross misconduct offences will result in dismissal without notice.
- 4) You have the right to appeal against any disciplinary action.
- 5) We reserve the right to allow third parties to chair any formal hearing. You agree to permit us to share any relevant sensitive data where it is necessary for the purposes of that hearing.

CAPABILITY/DISCIPLINARY APPEAL PROCEDURE

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

GRIEVANCE PROCEDURE

- 1) It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
- 2) Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.
- 3) You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.
- 4) If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with the person specified in your Statement of Main Terms of Employment, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
- 5) If you wish to appeal you must inform your Head of Department / Line Manager / Supervisor within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the College will be represented by a more Senior Manager than attended the first meeting (unless the most Senior Manager attended that meeting).
- 6) Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.
- 7) We reserve the right to allow third parties to chair any formal hearing. You agree to permit us to share any relevant sensitive data where it is necessary for the purposes of that hearing.

PERSONAL HARASSMENT POLICY AND PROCEDURE

A) INTRODUCTION

- 1) Harassment or victimisation on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.
- 2) Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.
- 3) We recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

B) POLICY

- 1) We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.
- 2) We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.
- 3) We recognise that we have a duty to implement this policy and all employees are expected to comply with it.

C) EXAMPLES OF PERSONAL HARASSMENT

Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one employee towards another and examples of harassment include:

- a) insensitive jokes and pranks;
- b) lewd or abusive comments about appearance;
- c) deliberate exclusion from conversations;
- d) displaying abusive or offensive writing or material;
- e) unwelcome touching; and
- f) abusive, threatening or insulting words or behaviour.

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

D) COMPLAINING ABOUT PERSONAL HARASSMENT

1) Informal complaint

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be your Head of Department / Line Manager / Supervisor who will be responsible for investigating the matter if it becomes a formal complaint.

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

2) Formal complaint

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of your Head of Department / Line Manager / Supervisor as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:

- a) the name of the alleged harasser;
- b) the nature of the alleged harassment;
- c) the dates and times when the alleged harassment occurred;
- d) the names of any witnesses; and
- e) any action already taken by you to stop the alleged harassment.

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

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

On conclusion of the investigation which will normally be within ten working days of the meeting with you, a draft report of the findings and of the investigator's proposed decision will be sent, in writing, to you and to the alleged harasser.

If you or the alleged harasser are dissatisfied with the draft report or with the proposed decision this should be raised with the investigator within five working days of receiving the draft report. Any points of concern will be considered by the investigator before a final report is sent, in writing, to you and to the alleged harasser. You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

E) GENERAL NOTES

- 1) If the report concludes that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
- 2) If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if the report concludes that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.
- 3) We reserve the right to allow third parties to chair any formal hearing. You agree to permit us to share any relevant sensitive data where it is necessary for the purposes of that hearing.
- 4) Further information regarding Harassment can be found at:
<http://www.queens.ox.ac.uk/sites/www.queens.ox.ac.uk/files/harassment-code-of-practice-oct-2015.pdf>
- 5) Information regarding the Protection of Children and Vulnerable Adults can be found at:
<http://www.queens.ox.ac.uk/sites/www.queens.ox.ac.uk/files/protection-of-children-and-vulnerable-adults-june-2015x.pdf>

EQUAL OPPORTUNITIES POLICY

A) STATEMENT OF POLICY

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

B) RECRUITMENT AND SELECTION

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

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

C) TRAINING AND PROMOTION

- 1) Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.
- 2) All promotion will be in line with this policy.

D) MONITORING

- 1) We will maintain and review the employment records of all employees in order to monitor the progress of this policy.
- 2) Monitoring may involve:
 - a) the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;
 - b) the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and
 - c) recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.
- 3) The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.
- 4) Further information on Equal Opportunities can be found at:
http://www.queens.ox.ac.uk/sites/www.queens.ox.ac.uk/files/Equal%20Opportunities%20-%20Specific%20and%20measureable%20objectives%20_June%202015_.pdf
- 5) Further information on Recruitment and Selection can be found at:
http://www.queens.ox.ac.uk/sites/www.queens.ox.ac.uk/files/The%20Queen's%20College%20Recruitment%20and%20Selection%20Code%20of%20Practice%20_June%202015_.pdf

TERMINATION OF EMPLOYMENT

A) RESIGNATIONS

All resignations must be supplied in writing, stating the reason for resigning your post.

B) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Statement of Main Terms of Employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

C) RETURN OF OUR PROPERTY

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

D) RETURN OF VEHICLES

On termination of your employment you must return any College vehicle in your possession to our premises. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

E) GARDEN LEAVE

If either you or the College serves notice on the other to terminate your employment the College may require you to take “garden leave” for all or part of the remaining period of your employment.

NB.

During any period of garden leave you will continue to receive your full salary and any other contractual benefits.

