

Staff Handbook

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Responsible Person: Human Resource Officer

Linked policies:

- Complaints Policy and Procedure
- Staff Discipline Policy
- Bribery Policy
- Whistleblowing Policy
- Data Privacy Notice And Consent Policy
- Equality, Diversity and Inclusion Policy

External reference points

- Equality Act 2010
- Office of the independent adjudicator for higher education's (oiahe) good practice framework for handling complaints and academic appeals
- UK QUALITY CODE UKSCQA/02 [March 2018]
- Expectations for standards core practice 1 & 2
- Related qaa advice and guidance:
- Theme 11: concerns, complaints and appeals 11.3
- The provider has fair and transparent procedures for handling complaints and appeals which are accessible to all students.

UK Graduate, 73 Greenfield Road, First Floor,
London E1 1EJ Tel: 020 3609 0260 | Email:

admissions@ukgraduate.org.uk

www.UKGRADUATE.org.uk

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1. Introduction

You are welcome as new or existing member of our UK Graduate team. This handbook aims to provide you with all the information you need to know as an employee of UK Graduate in whatever capacity you are employed. It includes the regulations, main benefits of being an employee at our College and policies and procedures you need to know.

This information, however will not be exhaustive and we recommend that you ask your line manager any questions you may have about your role, our expectations of you and how we fulfil our legal and contractual obligations to you.

In our employment practices and conduct towards staff, we are at all times committed to providing equal opportunities to people of all backgrounds and circumstances including those with protected characteristics as noted in the Equalities Act 2010.

- age
- gender reassignment
- being married or in a civil partnership
- being pregnant or on maternity leave
- disability
- race including colour, nationality, ethnic or national origin
- religion or belief
- sex
- sexual orientation

We also operate a policy of zero-tolerance towards any staff or other stakeholder who discriminates, harasses or abuses any other member of staff, student or stakeholder and we will take disciplinary action against anyone who is found to have breached these aspects of our code of conduct that all staff, students and stakeholders are required to comply with.

Please note that it may be necessary at unspecified times to make amendments to the contents of the staff handbook and you will be informed of any such changes when they are required.

2. Joining UK Graduate

2.1. 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 obligations and disciplinary procedures during your probationary period.

2.2. 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 College. It is a condition of your employment that you participate in any training deemed necessary by us for you to work to the required standards.

2.3. Induction

At the start of your employment at UK Graduate you are required to complete an induction programme, during which your Job Description and all relevant policies and procedures (including health and safety) will be explained to you.

2.4. Job Description

You will be handed a Job Description as part of your contract of employment before you start working at UK Graduate. Amendments may be made to your job description from time to time in response to requirements and your developing capabilities.

2.5. Staff Appraisal Scheme

You will be appraised a minimum of once every year by your line manager. The appraisal will include a Staff Development Plan and your salary may also be reviewed at this time.

2.6. Job Flexibility

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative roles or locations when required and within reason. During holiday periods 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.

2.7. Mobility

Although you are usually employed at one particular site, it is a condition of your employment that you are prepared, whenever applicable, to transfer to any other of our sites. This mobility is essential to the smooth running of our business.

2.8. Training Agreement

The College has a policy of encouraging its employees to undertake continuous professional development (CPD) in order to further their career within the organisation. The College will consider assisting with costs of voluntary the training on a case by case basis.

2.9. Disclosure and Barring Certificate(S)

Your initial employment may be conditional upon the provision of a satisfactory disclosure and barring certificate of a level appropriate to your post. This will depend upon the role you will have within the College and whether you will be coming into regular contact with adults at risk. In the event that such certificate(s) are required but not supplied, your employment may be terminated. Data collected about criminal convictions will be processed in line with the data protection act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

2.10. Convictions And Offences

During your employment, you are required to immediately report to our Human Resources Officer or Operations Manager any convictions or offences with which you are charged. Data collected about criminal convictions will be processed in line with the data protection act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

3. Salaries

3.1. Payment

- (a) For salaried staff the pay month is the calendar month. Basic salaries are paid by the last day of the current month.
- (b) Unless employed on a consultancy basis, 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 HR Officer.
- (d) 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.

3.2. Income Tax and National Insurance

- (a) 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) Pay reviews: pay is reviewed annually; however, there is no guarantee of an automatic increase in your pay as a result of any review.

3.3. Lateness/Absenteeism

- (a) 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.
- (b) All absences must be notified in accordance with the sickness reporting procedures laid down in this employee handbook.
- (c) Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

- (d) 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.
- (e) Pension scheme we operate a contributory pension scheme to which you will be auto-enrolled into (subject to the conditions of the scheme). The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the company.

4. Holiday Entitlement and Conditions

4.1. Annual Holidays

- (a) Your annual holiday entitlement is shown in your contract of employment.
- (b) It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward and no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.
- (c) You must complete the holiday request form and have it signed by your line manager. The same should be sent via online portal. Any firm holiday arrangements should only be made after the final approval by the hr manager.
- (d) 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.
- (e) As a general rule should give a minimum of 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.
- (f) You may not normally take more than two working weeks consecutively.
- (g) Your holiday pay will be at your normal basic pay unless shown otherwise on your contract of employment.

4.2. Public/Bank Holidays

- (a) Your entitlement to public/bank holidays is shown in your contract of employment.

5. Sickness, injury payments and conditions

5.1. Notification of Incapacity for Work

- (a) You must notify your line manager by telephone on the first day of incapacity at the earliest possible opportunity and by no later than 9.00 a.m. Text messages and e-mails are not an acceptable method of notification. The person who has received the phone call must inform the HR Officer via email immediately.
- (b) 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.
- (c) 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.

5.2. Evidence of Incapacity

- (a) 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.
- (b) 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.

5.3. Payments

- (a) 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.
- (b) 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.

- (c) 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.

5.4. Return to Work

- (a) You should notify your line manager and the HR Officer via email as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
- (b) 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. Coronavirus is not a reason to be absent from work.
- (c) 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 the HR Officer.
- (d) 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.

5.5. Continued Sickness

- (a) Submission of a medical certificate or sickness self-certification absence form provides reason for absence but excessive and continual or repeated absence through sickness may not be acceptable if it affects the College’s ability to provide education and services effectively.
- (b) If you take sickness/injury leave without genuine reasons disciplinary action being taken, which may result in your dismissal.
- (c) If we consider it necessary, we may ask your permission to contact your doctor and/or for you to be independently medically examined.

6. Right to Search

6.1. Rights of Search

- (a) If deemed necessary with probable cause we have the non-contractual right carry out searches of employees and their property whilst they are on our premises or business.

- (b) 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.
- (c) You may be asked to remove the contents of your pockets, bags, vehicles, etc.
- (d) Whilst you have the right to refuse to be searched, such refusal will constitute a breach of contract, which may result in disciplinary action being taken against you.
- (e) We reserve the right to call in the police at any stage.

6.2. Confidentiality

- (a) Unless required by law, all information you obtain whilst working for UK Graduate shall remain confidential if:
 - It relates particularly to College business, or that of other persons or bodies with whom we have dealings of any sort; or to any member of staff/student/stakeholder;
 - It has been acquired by you during, or in the course of your employment, or has
 - otherwise been acquired by you in confidence; and
 - It has not been made public by UK Graduate, or with our authority
- (b) 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) You must make yourself aware of our policies on data protection in relation to personal data and ensure compliance with them at all times.
- (d) Company 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.
- (e) Any statements to reporters from newspapers, radio, television, etc. In relation to College business will be given only by the Managing Director or a person nominated by the Managing Director.

6.3. Data Protection

- (a) The general data protection regulation (GDPR) and the current data protection act regulate our use of your personal data. As an employer it is our responsibility to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects.
- (b) We will process data in line with our privacy notices in relation to both job applicants and employees.
- (c) You have several rights in relation to your data. More information about these rights is available in our “policy on your rights in relation to your data”. We commit to ensuring that your rights are upheld in accordance with the law and have appropriate mechanisms for dealing with such.
- (d) We may ask for your consent for processing certain types of personal data. In these circumstances, you will be fully informed as to the personal data we wish to process and the reason for the processing. You may choose to provide or withhold your consent. Once consent is provided, you are able to withdraw consent at any time.
- (e) You are required to comply with all company policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.
- (f) Virus protection procedures
 - In order to prevent the introduction of virus contamination into the software system the following must be observed:
 - Unauthorised software including public domain software, usbs, external hard drives, cds or internet downloads must not be used; and
 - All software must be virus checked using standard testing procedures before being used.

6.4. 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 first of all be checked and authorised by the Managing Director or staff appointed by the Managing Director before general use will be permitted;
- (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 College 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.

6.5. E-Mail and Internet Policy

(a) 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 company. The internet and e-mail system have established themselves as an important communications facility within the company 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.

(b) 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 company 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.

(c) Procedures – acceptable/unacceptable use

- Unauthorised or inappropriate use of the internet system may result in disciplinary action which could result in summary dismissal.
- The internet system is available for legitimate College use and matters concerned directly with the job being done. Employees using the internet system should give particular attention to the following points:
 - Comply with all of our internet standards;
 - Access during working hours should be for College use only;
 - Private use of the internet should be used outside of your normal working hours.

(d) The company will not tolerate the use of the internet system for unofficial or inappropriate purposes, including:

- Accessing websites which put our internet at risk of (including but not limited to) viruses, compromising our copyright or intellectual property rights;
- Non-compliance of our social networking policy;
- Connecting, posting or downloading any information unrelated to their employment and in particular pornographic or other offensive material;
- Engaging in computer hacking and other related activities, or attempting to disable or compromise security of information contained on the company's computers.
- You are warned that such actions may constitute a criminal offence.

6.6. E-Mail

Appropriate use of the e-mail system is encouraged if used correctly. Inappropriate use, however, causes distractions, time wasting and legal claims. The procedure sets out the company's position on the correct use of the e-mail system.

6.7. 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 activities of the College. Employees using the e-mail system should give particular attention to the following points:
 - All comply with company communication standards;
 - E-mail messages and copies should only be sent to those for whom they are particularly relevant;
 - 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;
 - If e-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The company will be liable for infringing copyright or any defamatory information that is circulated either within the company or to external users of the system; and
 - Offers or contracts transmitted by e-mail are as legally binding on the company as those sent on paper.
 - Take care when copying in people to emails and use the BCC function to protect anonymity if you are not sure.
- (c) The company will not tolerate the use of the e-mail system for unofficial or inappropriate purposes, including:
 - Any messages that could constitute bullying, harassment or other abuse;
 - Personal use (e.g. Social invitations, personal messages, shopping, personal social media sites, jokes, cartoons, chain letters or other private matters);
 - On-line gambling;
 - Accessing or transmitting pornography;
 - Transmitting copyright information and/or any software available to the user; or
 - Posting confidential information about other employees, the company or its clients or suppliers.

6.8. 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. 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. Monitoring your usage will mean processing your personal data. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

6.9. Use of Social Networking Sites

Any work-related issue or material that could identify an individual who is a client or work colleague, which could adversely affect the company, a client or our relationship with any client must not be placed on a social networking site. This means that work related matters must not be placed on any such site at any time either during or outside of working hours and includes access via any computer equipment or mobile device.

Any work content or material, or contacts or connections list, created by the employee during the course of their employment, on any of their authorised social networking sites (ownership of which vests in the company) shall remain, at all times, the property of the company. Accordingly, upon termination of your employment, you shall hand over to the company, the access rights to your accounts, together with any work content or material, and any contacts or connections list.

6.10. Keyholding/alarm setting

If you are an allocated key holder, you must ensure that all procedures and guidelines are followed when securing the building prior to leaving. The keys and any security measure such as alarm codes must be kept safe at all times. You must not give the keys or alarm code to any third party unless authorisation is obtained from a director. Any loss or damage caused as a result of your failure to follow procedures or your negligence in ensuring the safekeeping of the keys and alarm code will result in disciplinary action which could lead to your summary dismissal. We also reserve the right to deduct the cost of any loss, repair or replacement from any monies owing to you.

Any breaches or security issues including the loss or theft of keys must be reported immediately to a director.

To satisfy the requirements of our insurers and to protect us from fire and theft, you must secure all properties and premises when unattended. The last person to leave the premises must ensure lights and appropriate electrical equipment are switched off, windows and doors are secure and alarms are set accordingly.

7. Expectations

7.1. Wastage

- (a) We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of the College.
- (b) 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, paper. The following points are illustrations of this:
 - Handle machines, equipment and stock with care;
 - Turn off any unnecessary lighting and heating. Keep doors closed whenever possible;
 - Ask for other work if your job has come to a standstill; and
 - Start with the minimum of delay after arriving for work and after breaks.

7.2. 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 failure to pay, we have the contractual right to deduct such costs from your pay.

7.3. Standards of Dress

- (a) As you are liable to come into contact with students, partner organisations and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. You should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times. Jeans, hoodies and sneakers are not allowed at any time unless specified by the Managing Director.

7.4. Housekeeping

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

8. Health & Safety

8.1. Safety

- (a) You should make yourself familiar with our Health & Safety Policy and your own health and safety duties and responsibilities, as shown separately. You will have a separate induction for health & safety by the HR Officer.
- (b) You must not take any action that could threaten the health or safety of yourself, other employees, clients or members of the public.
- (c) You should report all accidents and injuries at work, no matter how minor, in the accident book.
- (d) 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.

8.2. Refreshment Making Facilities

- (a) We provide refreshment making facilities which must be kept clean and tidy at all times.

8.3. Alcohol & Drugs Policy

- (a) 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 is not permitted by employees unless there are special occasions where alcohol may be offered, such as conferences and parties.
- (b) 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.

8.4. No smoking policy

- (a) Smoking on the premises is not permitted. This includes e-cigarettes. Two four to five-minute break not including the lunch break for cigarettes is allowed. The same rule applies to the e-cigarettes.

8.5. Hygiene

- (a) Staff are expected to maintain high standards of personal hygiene when working with colleagues, students and staff
- (b) Any exposed cut or burn must be covered with a first-aid dressing.
- (c) 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.
- (d) Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

8.6. Fitness for work

- (a) 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.

8.7. Manual Handling

- (a) 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.

8.8. Additional Terms and Conditions

- (a) **Changes in personal details:** you must notify us of any change of name, address, telephone number, emergency contact, so that we can maintain accurate information on our records and contact 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 line manager.
- (d) **Maternity/Paternity/Adoption Leave and Pay:** 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 the HR Officer at an early stage so that your entitlements and obligations can be explained to you.

- (e) **Parental/Shared Parental Leave:** 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 the hr manager 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.
- (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 the hr manager 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 line manager and agree appropriate time off.
- (h) **Travel Expenses:** we will reimburse you for any reasonable expenses incurred whilst travelling on College business that has not been included in your contract of employment. The rules relating to travelling expenses will be issued separately. You must provide receipts for any expenditure.
- (i) **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 the HR Officer who will retain them whilst attempts are made to discover the owner.

8.9. Mail

- (a) 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.
- (b) Whilst it is understood that personal mobile phones may be used during work hours, you are expected to keep personal calls, texts and social media interactions to minimum so as not to be too distracted from your responsibilities. You should discourage your friends from contacting you except in an emergency.
- (c) Under normal circumstances you should not buy or sell goods on your own behalf on College premises or during your working hours.
- (d) Unless specific authorisation is provided there should be no collections on College premises.

- (e) Behaviour at work: you should behave with politeness and civility and no raised tone or rudeness will be permitted towards students, staff, other stakeholders or members of the public. Objectionable or insulting behaviour, or bad language may lead to disciplinary action. This does not mean that you are prohibited from freedom speech or academic freedom of opinion. Please consult the College Freedom of Speech and Academic Freedom Policies for more details.
- (f) You should use your best endeavours to promote the interests of the College and shall, during normal working hours, devote the whole of your time, attention and abilities to the College and its affairs.
- (g) Any involvement in activities which could be construed as being in competition with us is not allowed.

8.10. Partners' Premises

Whilst visiting or working at any of our partners' premises, it is imperative that you familiarise yourself and comply with all of their rules and requirements including (but not limited to) security, health and safety, smoking, parking, etc. Failure to comply with site rules could result in your removal from site and disciplinary action being taken in accordance with our disciplinary procedures.

8.11. Inclement Weather/Travel Arrangement Disruption

Every reasonable effort should be made to attend work in accordance with your contract. In the event that you are unable to attend work owing to inclement weather conditions and/or severe disruption to your travel arrangements, you should report your absence through the normal absence reporting procedures. (your absence will be unpaid unless you have sufficient annual leave in which case you may request to use this. Alternatively, you may be able to work additional hours to compensate for the lost hours at the sole discretion of the management and subject to availability).

8.12. Teaching Outside of Working Hours:

- (a) You must not, under any circumstances, teach a student from UK Graduate in any way outside of the college without written permission from the relevant Course Leader or Quality & Standards Manager.
- (b) Third party involvement: we reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance, this is not an exhaustive list. We will seek your consent at the relevant time to share relevant 'special categories of data' where it is necessary for the purposes of that hearing.

8.13. Recording of Formal Meetings

- (a) We reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request. All personal data collected for this purpose will be processed in line with the current data protection act.

9. Anti-Bribery

9.1. Introduction

Bribery is a criminal offence. The company 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 company.

- (a) **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 company in order to gain commercial, contractual or regulatory advantage for the company, or in order to gain any personal advantage for an individual or anyone connected with the individual in a way that is unethical.
- (b) **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.
- (c) **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 a director. You may be asked to give a written account of events.
- (d) **Whistleblowing:** Staff are reminded of the company's whistleblowing policy which is available in this employee handbook.

9.2. Gifts and Hospitality

- (a) 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. This does not constitute bribery where it is proportionate and recorded properly.

- (b) No gift should be given nor hospitality offered by an employee or anyone working on our behalf to any external party in relation to College business without receiving prior written approval from your line manager or the Managing Director.
- (c) Similarly, no gift or offer of hospitality should be accepted by an employee or anyone representing the College or working on our behalf without receiving prior written approval from your line manager or the Managing Director.

9.3. Record Keeping

- (a) A record will be made by your line manager of every instance in which gifts or hospitality are given or received.
- (b) As the law is constantly changing, this policy is subject to review and the company reserves the right to amend this policy without prior notice.

10. Whistleblowing

10.1. 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.

10.2. Qualifying Disclosures

- (a) 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:
 - Committing a criminal offence;
 - Failing to comply with a legal obligation;
 - A miscarriage of justice;
 - Endangering the health and safety of an individual;
 - Environmental damage; or
 - Concealing any information relating to the above.
- (b) 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 company will take any concerns that you may raise relating to the above matters very seriously.

- (c) 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.

10.3. The Procedure

In the first instance you should report any concerns you may have to you line manager or the Managing Director who will treat the matter with complete confidence.

- (a) 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.

10.4. 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.

11. Work Capacity

11.1. 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.

11.2. Job Changes/General Capability Issues

- (a) 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.
- (b) 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.
- (c) 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.

- (d) If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

11.3. Personal Circumstances/Health Issues

- (a) 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.
- (b) 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.

11.4. Short Service Staff

- (a) 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.

12. Staff Discipline

12.1. Introduction

- (a) The disciplinary rules and procedures are designed to set standards of performance and behaviour and help promote fairness and transparency in the treatment of individuals. It is our aim that the staff discipline 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.
- (b) Every effort will be made to ensure that any action taken under this procedure is fair, allowing you the opportunity to present your point of view and appeal against any decision that you consider to be unjust.
- (c) The rules and procedures ensure that:
 - The correct procedure is used when requiring you to attend a disciplinary hearing;
 - You are fully aware of the standards of performance, action and behaviour required of you;
 - Disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
 - 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;
 - 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;
 - You will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
 - 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.

12.2. Disciplinary Rules

- (a) 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.

12.3. Conduct

- (a) Rules covering unsatisfactory conduct and misconduct including abusive language and behaviour (these are examples only and not an exhaustive list). You will face disciplinary action if you are found to have acted in any of the following ways:
- Failure to abide by the general health and safety rules and procedures;
 - Smoking in designated non-smoking areas;
 - Consumption of alcohol on the premises;
 - Persistent absenteeism and/or lateness;
 - Unsatisfactory standards or output of work;
 - Rudeness towards clients, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
 - Failure to devote your time, attention and abilities to College business and its affairs during your normal working hours;
 - Excessive unauthorised use of e-mail and internet;
 - Failure to carry out all reasonable instructions or follow our rules and procedures;
 - Unauthorised use or negligent damage or loss of our property;
 - Failure to report immediately any damage to property or premises caused by you;
 - Compromising the reputation of the College or other staff members.

12.4. Serious Misconduct

- (a) 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.
- (b) 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.

12.5. Rules Covering Gross Misconduct

Occurrences of gross misconduct are very rare and 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:

- Theft or fraud;
- Physical violence or bullying;
- Deliberate damage to property;
- Deliberate acts of unlawful discrimination or harassment;
- 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.
- 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.

12.6. Disciplinary Procedure

- (a) 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			

- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.

12.7. Period of Warnings

- (a) **Formal verbal warning:** A formal verbal warning will normally be disregarded for disciplinary purposes after a three-month period.
- (b) **Written warning:** A written warning will normally be disregarded for disciplinary purposes after a six-month period.
- (c) **Final written warning:** A final written warning will normally be disregarded for disciplinary purposes after a twelve-month period.