
ST CATHERINE'S COLLEGE

EMPLOYMENT HANDBOOK FOR SUPPORT STAFF

April 2021

This Handbook describes the terms and conditions of service for staff employed as (1) Support (office) staff, (2) Domestic staff, (3) Maintenance staff, and (4) Gardening staff.

The Handbook supports the contract of employment issued to members of staff.

All appointments made by St Catherine's College are subject to applicable legislation (as amended from time to time) and to the Statutes and By-Laws of the College which, in cases of interpretative doubt, shall prevail. St Catherine's College reserves the right to amend, from time to time, the conditions of service included in this Handbook. When it does do so, the amendments will be notified to members of staff concerned and posted on the College Web Site.

Insofar as St Catherine's College is a constituent college of the University of Oxford, certain aspects of University legislation may govern the working practices of members of staff employed by the College.

Recent Amendments to this Handbook

April 2021

Section 2.7.8
Section 2.15.2
Section 2.15
Section 2.28
Section 2.31 (added)
Section 2.32 (added)

July 2019

Section 2.7.8

February 2017

Section 2.15.3
Section 2.15.4 (added)
Section 2.30 (added)

July 2017

Section 2.9.3

February 2016

Section 2.20
Section 2.29 (added)

October 2015

Section 2.14.2

SECTION 1: INTRODUCTION

1.1 Arrangement of this Handbook

This Handbook is composed of two sections:

Introduction – This section provides a general introduction to St Catherine’s College as your employer and the way it governs itself, sets personnel policy and manages staff.

Terms and Conditions of Service – This section gives further detail relating to the content of the Written Statement of Particulars of Employment (Contract) of each member of staff. Where the law requires, these are also included in the contract of employment.

In addition, the College has published a number of other policies and procedures on its website, which are approved by the Governing Body and which outline standards of behaviour and working practices. Many of these are present (1) to fulfill the requirements of current legislation, (2) to allow the College, its members and employees to meet conditions set by the University for the use of its services and (3) to bring into the College standards set by best personnel practice. Most of these separate policies will be non-contractual.

1.2 History of the College

St Catherine’s College is one of the youngest and largest undergraduate colleges of the University of Oxford. It has a combined undergraduate and graduate student population of around 700, plus 50 Fellows, 50 Honorary, Emeritus and Domus Fellows and over 110 non-academic staff.

The proposal to establish the College was made in a memorandum which the then Censor of St Catherine’s Society, Alan Bullock, made to the Delegates of St Catherine’s Society on 21 April 1958. The Master and Fellows of St Catherine’s College were constituted as a body on 1 October 1960 and met for the first time on 6 October of that year. Her Majesty the Queen laid the foundation stone on 4 November 1960, with the first students taking up residence in 1962. The official opening of the College took place on 16 October 1964.

The main College buildings were designed by the Danish architect Arne Jacobsen, who was appointed in March 1959. St Catherine’s is one of only a very small number of post -1945 buildings in the United Kingdom to have been granted Grade 1 Listed Building status. The new staircases and Lodge building were designed by Mr Stephen Hodder, MBE, around three sides of the car park. The College’s gardens, designed to complement the architecture, also have special protected status.

1.3 Government of the College

The official name of the College is ‘St Catherine’s College in the University of Oxford’. St Catherine’s is, like the other colleges of the University of Oxford, an independent, self-governing institution which prepares its students for the examinations of the University. It participates in the wider business of the running of the University through Fellows’ membership of University bodies and representation at the Conference of Colleges.

Under the Royal Charter, the government of the College is vested in the Governing Body. This is made up of the Master (the chairman of Governing Body) and the Fellows of the College. The Governing Body has the power to amend and make Statutes (rules which describe how the College is to be run and, especially, how the Master and Fellows are appointed). The Statutes are subject to approval by the University and the Privy Council. The Statutes allow the Governing Body to make

By-Laws (more detailed rules about the administration of the College, which outline how meetings of the Governing Body and other committees should be conducted, the powers of the committees and the roles of College Officers). A copy of the Charter, Statutes and the By-Laws of the College is available in the Library and in the Home Bursar's Office.

1.4 College Officers and Main Committees

The Master is the head of the College with general responsibility for its management. The Statutes provide for a number of other College Officers, who are Fellows and members of the Governing Body, to assist the Master in the management of the College. College Officers are responsible to the Master and the Governing Body for their roles.

The Senior Tutor, who is responsible for the academic administration of the College, is part of a team of College Officers who have roles which closely connect with each other. The Tutor for Admissions takes charge of undergraduate admissions. The Tutor for Graduates coordinates matters relating to graduate students. The Academic Registrar has a general administrative role in the area of academic matters, working in close cooperation with the Senior Tutor. The Dean of Degrees presents Junior Members to the University for their degrees at Degree Days and is also part of the academic administration of the College.

The principal committee which considers academic matters, hears reports from College Officers and makes recommendations on academic matters to the Governing Body, is the Academic Policy Committee.

The Dean has a responsibility for the welfare and discipline of Junior Members of the College (undergraduate and postgraduate students). S/he is also responsible for matters related to student clubs and societies. The Dean is currently assisted in their welfare and disciplinary roles by four Junior Deans, who are usually graduate students of the College.

The finance, fabric and personnel sides of the College's administration are the responsibility of the Bursars. The Finance Bursar is primarily concerned with the College's investments and financial control procedures. The Home Bursar is primarily concerned with issues relating to the College's employment practices and its fabric. The committees which set priorities and monitor the work of the Bursars are the Finance, Building and Domestic Committees.

The Governing Body also appoints a Fellow Librarian, a Secretary for Alumni (to maintain links with former Junior Members of the College) and its own Secretary (to maintain the records of the Governing Body and advise it on its procedures). The Governing Body has set up Library, Alumni and Garden Committees to assist these officers in carrying out their responsibilities.

With the exception of the Master, Bursars and the Academic Registrar, who are appointed to established positions, other Fellows who act as College Officers remain primarily active teachers and researchers in the College and University.

1.5 The College Community

Those, who make up the College community, fall into four broad groups:

Senior Members: The Master and Fellows of the College.

Junior Members: The undergraduate and graduate students of the College.

Academic Staff: The employees of the College with teaching or research duties, but who are not members of the Governing Body.

Non-Academic Staff: The employees of the College with no teaching or research duties, who fall into the following groups:

- 1 Support staff (administrative/ IT)
- 2 Domestic staff
- 3 Maintenance staff
- 4 Gardening staff

This Handbook is designed to outline the employment conditions for all non-academic staff.

1.6 Personnel Policy

The Governing Body of St Catherine's College is the employer of all teaching and support staff and it is the Governing Body, acting through the Finance Committee and College Officers, which determines their terms and conditions of service. In establishing these terms and conditions and all of its employment policies and practices, the Governing Body takes into account the following:

- (1) Legislation governing employment, including the College's Charter, Statutes and By-Laws;
- (2) The advice and guidance of professional associations having an interest in spreading best practice in the field of personnel management;
- (3) The terms and conditions of employment present within the University of Oxford;
- (4) The terms and conditions of employment present within other colleges in Oxford;

Whilst the Governing Body is bound by (1) and would wish to conform, as far as possible, with the best practice referred to in (2), it must be clearly understood that as an independent corporate body, it is free to take into consideration and adapt (3) to (4) in ways which it feels best meet the employment needs of the College. Additionally, like any other employer, the Governing Body will have regard to how terms and conditions of employment affect issues such as the recruitment, retention and motivation of staff with the national and local labour markets.

1.7 Personnel Management

The Home Bursar has a responsibility to ensure that as far as is reasonably practicable the contents of this Handbook are adhered to. Day to day operation of these procedures rests with the Personnel Advisor, who reports to the Home Bursar.

The Handbook refers to separate grievance procedures whereby staff can raise issues of concern with the College. These should be followed. However, where a member of staff wishes to make informal enquiries concerning the College's procedures and their operation, s/he should contact first her/his designated supervisor (identified in each member of staff's contract) and if further information is required, the member of staff should then contact the Personnel Advisor. In the event of the absence of the Personnel Advisor, the Home Bursar or the College Accountant can be contacted.

SECTION 2: TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Introduction

The terms and conditions of the employment of each individual member of staff are primarily governed by their contract with the College.

The contract of employment supercedes any details or description of the post and its duties contained in the job advertisement, the further particulars sent to applicants or any references to terms or conditions of employment mentioned in the course of an interview. It also supercedes any letter offering an appointment with the College. For the avoidance of doubt, details contained within a job advertisement or further particulars for post do not form part of the contract of a member of staff with the College.

This Handbook supplements the contract by explaining, under separate headings, each of the main conditions of service, some of which may have been referred to only in summary form in that contract.

The Handbook contains established policies on other matters, which also form a part of the terms and conditions of employment of staff. Changes or revisions to this Handbook are to be sent in writing to the member(s) of staff concerned. A change to the contents of this Handbook will also be posted on the College website. The definitive and current copy of this Handbook will be the one kept by the Home Bursar.

2.2 Details of Employer/ Employee

2.2.1 Details of the Employer

The official designation of your employer is, 'St Catherine's College in the University of Oxford'. All written communications relating to your employment should normally be addressed to the Home Bursar. Other sections of this Handbook give guidance on contacting other members of staff for different purposes, for example, booking leave or on matters relating to the payment of your salary. Such matters are normally dealt with by the College Accountant or the Personnel Advisor.

2.2.2 Details of the Employee

You are required by the College, as a condition of your employment, to notify the Personnel Advisor and College Accountant in writing of any changes to your name, home address, home telephone number or the name of your next of kin following the start of your employment.

The College reserves the right to change job titles, supervisory arrangements and duties in accordance with the view of its needs. In making such changes, the College will endeavour to ensure that the reasons are discussed with you and that your views are taken into consideration. When making such changes, the College will take into consideration whether or not they imply an increase in responsibility and/ or the need to review the rate of pay. Changes in job titles, supervisory arrangements and duties will normally be confirmed in writing, and a record kept on file.

Your contract of employment includes the title of your job. Your duties are not included in your contract; they are found in a Job Description for your post, which forms part of the terms and conditions of your employment. Amendments may be made to your job description from time to time in relation to our changing needs and your own ability.

It is a condition of your employment that you comply with reasonable requests by the College to carry out additional or alternative duties, particularly (but not limited to) during times when the College is faced with temporary difficulties, such as those due to staff vacancies, absences or other unforeseen circumstances. This Handbook gives details of arrangements for any additional payments that might be made as a result of extended periods of carrying out the duties of another post or posts.

It is also a condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within the College. 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.

2.3 Start of Employment/Start of Continuous Employment

Your contract of employment will give the date of the commencement of your employment and the date of the start of any previous qualifying employment for the purpose of the calculation of benefits provided by the College or the law. The College does not currently recognise any previous service.

2.4 Duration of Employment

The College employs members of staff in the groups covered by this Handbook under one of the following terms, which will be identified in the relevant section of the contract of employment.

2.4.1 Permanent Appointments

Such appointments will be terminable, either during or following the completion of probation requirements, on the expiry of written notice from either side, upon retirement, or on dismissal under disciplinary or other procedures.

2.4.2 Fixed-Term Appointments

Such appointments will be terminable on the date specified in the contract (e.g. on the completion of a specified task or duty), or on the expiry of written notice from either side,.

2.5 Retirement

There is no default retirement age for members of staff; as such you may continue to work passed the state pension age. If you wish to retire you must inform the College in the same way you would if you wanted to resign for any other reason, giving the appropriate level of notice set out in your contract of employment (see 2.18).

2.6 Place of Work/Work Outside the United Kingdom

You are employed to work at St Catherine's College, Manor Road, Oxford, OX1 3UJ and any other property owned, leased or under the control of St Catherine's College in the United Kingdom. Where you are required to work or carry out duties connected with your employment with the College away from the property owned, leased or under the control of the College, you will be paid travel and/or subsistence allowances.

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 the College sites. This mobility is essential to the smooth running of the College.

2.7 Salary and Other Benefits

The contract of employment will give details of salary in accordance with one of two formats – staff appointed within a pay-spine structure, and staff appointed to a salary outside the pay-spine structure.

2.7.1 Staff Appointed Within the Established College Pay Spine

Where a member of staff is appointed to a spinal point, the contract will indicate the point and salary at which the appointment is made at the time employment commences. If you have been appointed on a proportional part-time basis, the contract will normally give the information for a full-time appointment and will then detail both your pro-rata annual salary and also the percentage used to calculate your pro-rata annual salary. This percentage will also be used to determine any entitlement to other benefits attached to the appointment.

Details of all current spinal points and salaries are available on request from the College Accountant and/ or the Personnel Advisor.

Increments

Incremental progression is not automatic and you should have no expectation that it will occur on an annual basis. College Officers have a duty to monitor local employment market conditions with a view to advising on appropriate pay levels for support staff.

2.7.2 Staff Appointed on an Hourly Rate of Pay

Where a member of staff is appointed on an hourly rate of pay (normally falling outside the pay spine structure), this hourly rate will be stated in the contract of employment. If you have been appointed on a proportional part-time basis, the contract will normally give the percentage to be used to determine any entitlement to other benefits attached to the appointment.

2.7.3 Payments for Temporarily Undertaking Additional Responsibilities

In cases where a member of staff is asked to assume the full duties and responsibilities of a higher grade post during periods of extended absence of the postholder (the period to be a continuous one of at least four weeks and for any reason other than annual leave), on application by a supervisor, the Home Bursar may authorise temporary payments.

The individuals concerned will receive written confirmation of such arrangements. Where possible, this notification will be given in advance, but may have to be given retrospectively, e.g. in cases of unexpectedly lengthy sickness.

A member of staff shall not be required to undertake temporary duties outside the general area to which their job is assigned. Those areas shall be (1) administrative/ clerical/ library/ computing ('support' staff), (2) domestic, (3) maintenance, and (4) gardening.

2.7.4 Overtime

This applies only to Domestic staff and Maintenance staff, and to those occasions when the College may ask you to work more than your contracted hours in any one week. In such cases, all hours worked in excess of those stated in your contract will be paid at an overtime rate in direct relation to the standard hourly rate that you receive. For full details of these rates, please refer to the Appendix attached to the back of your contract.

Any overtime payments will be paid one month in arrears. Payment for overtime will only be made where there is prior authorisation from your supervisor.

Support staff and Garden staff will be entitled to time off in lieu for any hours worked in excess of those stated in their contract of employment.

2.7.5 Annual Review of Salaries

Contracts of employment will give the arrangements for the annual review of salary rates by the Governing Body. The review date for all appointments governed by this Handbook is currently 1 August each year. This annual review relates to the Governing Body's exercise of its discretion on whether to grant an increase based on factors such as inflation and other employment market conditions.

This annual review should not be confused with arrangements for requesting a review of salary (e.g. due to merit, increased responsibilities or experience, etc.); the procedure for making such requests is outlined in the separate guidelines published on the College website.

2.7.6 Pay Intervals

(a) Support and Gardening Staff

The contract of employment will indicate when members of staff are paid. This is normally the 25th day of each month, or where this is not a working day, the last working day before that date.

(b) Domestic and Maintenance Staff

The contract of employment will indicate when members of staff are paid. This is normally the last working day of each calendar month.

2.7.7 Deductions from Pay

The various entries on the pay advice slip are self-explanatory, the 'Net Pay' item showing the precise amount that will be credited to your bank or building society accounts. The following deductions will be made:

(a) Income Tax, National Insurance and Other Statutory Deductions

1. When you start work, you should bring parts 2 and 3 of your P45 Tax Form (which is obtained from your previous employer) and, if applicable, a certificate relating to National Insurance contributions and any SSP leaver's statement. These documents should be given to the College Accountant. If you have not worked for an employer before, the College Accountant will advise you how to obtain a National Insurance number and the appropriate forms for tax purposes will be forwarded to you by the Accounts Office.

2. The amounts statutorily due for Income Tax and National Insurance are deducted automatically from earnings, as are superannuation contributions and any other deductions a member of staff may have authorised. At the end of the tax year each member of staff will receive a statement of their pay and tax (Form P60), which should be kept carefully, since it may need to be produced for the Tax Inspectorate or in claiming any earnings-related supplement to State sickness benefits.

(b) Other Deductions

Other deductions may be made on the basis of a member of staff's written authorisation to have such deductions made. On entering employment you will be asked to sign a copy of the contract of employment, in default of your signing an agreement for deductions relating to any loan, advance or cost owed to the College under Section 13 (1) (b) of the ERA. This will constitute your agreement to the College deducting sums owed to it in respect of loans, advances or any other cost owed to it.

Under UK legislation your agreement may not be required for deductions arising from overpayment of wages or expenses, in pursuance of statute, or where an employee takes part in a strike. Normally the College will endeavour to inform you where such deductions will be made, and any sums owed will be deducted from your next wage payment; however, if this will cause hardship then arrangements may be made to recover any sums owed over a longer period of time.

2.7.8 Non Salary Benefits

(a) Meals

Support, Domestic (non-Lodge), Maintenance and Gardening Staff

Members of staff may take breakfast, lunch and dinner in College without charge on the days these are provided by the College. This will only apply if the period for the service of the meal being taken falls within your normal working hours.

Meal breaks will not be paid for the above groups of staff. When the College is closed, meal allowances will only be payable to those members of staff who are required by their contract to be in College during that Closure period.

No monetary compensation will be given to members of staff who do not (for whatever reason) take meals to which they are entitled.

Domestic (Lodge only)

These members of staff may take breakfast, lunch and dinner in College without charge on the days these are provided by the College. This will only apply if the period for the service of the meal being taken falls within your normal working hours.

Meal breaks for this group of staff will be paid. When the College is closed, meal allowances will only be payable to those members of staff who are required by their contract to be in College during that Closure period.

No monetary compensation will be given to members of staff who do not (for whatever reason) take meals to which they are entitled.

(b) Car Parking

Unless otherwise stated in a member of staff's contract of employment, car parking should not be considered a contractual right, and the College reserves the right to withdraw the provision of car parking at any point. The College also reserves the right to introduce a financial charge on staff use of the College car park, and where it does so will endeavour to give prior written notice.

The College cannot accept any liability for damage to vehicles parked on College premises, however such damage is caused.

(c) Use of College Gym

Members of College may use the College's gym facilities without charge. A full induction must be given on safe use of the gym equipment, however, and employees should contact the IT manager for further information.

(d) Season Ticket Loans

The College will consider applications for the purchase of season tickets for public transport. Such purchases will be subject to an agreement on payment, deduction from salary and arrangements for outstanding sums on termination of employment to be paid from salaries paid during and/or on expiry of notice. These should be submitted to the Personnel Advisor.

(e) Training

The College is committed to investing in its staff, and to providing them with any training that is necessary for the safe or better performance of their duties. Training needs may be identified through the annual review process, or may be suggested by individuals to their supervisors. All payments for training must be authorised by the Home Bursar.

(a) Where an individual is required to undertake training in order that the College may fulfil its legal commitments (e.g. health and safety), the costs of training will be borne wholly by the College.

(b) Where an individual undertakes training that is not a legal requirement for their role, application for costs may be made to the Finance Committee (through the Home Bursar). When being granted approval for any such costs incurred by the college in connection with the course, the member of staff will normally be required to sign an undertaking agreeing that (entirely at its own discretion) the College may reserve the right to deduct an amount from any salary owing to the member of staff at the time of the termination of their contract, in accordance with the following criteria:

- (i) If the member of staff resigns within one year of the costs being incurred, 100% of the costs paid.
- (ii) If the member of staff resigns after one year and before two years of the costs being incurred, 50% of the costs paid.

(c) Members of staff sitting examinations on approved courses are entitled to take in advance one day's paid leave for each day on which they sit such an examination, plus one day's paid study leave for each examination. This is in addition to their normal annual leave entitlement.

(d) Members of staff who are attending a course of study approved by the Home Bursar may apply for a book allowance of up to £30. They should apply in writing to the Home Bursar, attaching a receipt.

With effect from April 2010, members of staff with at least 26 weeks continuous service have the statutory right to make a formal request to time off work to attend training. Any employee wishing to make such a request should contact the Personnel Advisor for further information.

(f) Tax-free Bicycle Purchase

In order to make the most of the Green Transport Plan Initiative and associated tax concessions offered by the government, the College has partnered with CycleScheme to offer eligible members of staff the opportunity to save tax and National Insurance on purchases of bicycles and bicycle equipment up to a total value of £1000. The support is in the form of a loan, which is then repaid via deductions from an individual's gross monthly salary (allowing the saving on tax and national insurance) over the course of a 12-month period.

The key conditions relating to the scheme are as follows:

- a) You may purchase any brand of bicycle or accessory from an approved supplier, thus allowing for maximum flexibility, quality and value-for-money.
- b) Purchases are made by first asking an approved supplier to provide the College with a quote for the cost of the equipment that you wish to purchase. If this quote is approved, the College will issue a voucher which can then be redeemed at the local supplier.
- c) The scheme is open to all members of staff whose employment is for longer than the period of the loan (normally 12 months), provided that they meet the following criteria:
 - (i) You are over 18 years of age (to comply with Consumer Credit Act legislation);
 - (ii) You earn more than the National Minimum Wage after your loan repayment has been deducted.
- d) The purchased bicycle should be used for at least 50% of your journeys to work, but may also be used for leisure purposes. There is no requirement to record your trips, or the mileage travelled.
- e) At the end of the hire period ownership of the equipment passes to Cyclescheme, who then contact employees detailing 3 options:
 - (i) Under a separate agreement with Cyclescheme, pay a small refundable deposit (3% or 7% of the certificate value*) and continue to use the bicycle for 3 years. **The monthly payments are zero.** At the end of this period, Cyclescheme refund the deposit if the employee does not wish to keep the bicycle. No further action or payment is required if they wish to keep the bicycle.
 - (ii) Take ownership of the bicycle by paying Cyclescheme a much higher valuation (e.g., for a one year old bicycle this would be 18% or 25%* of the certificate value in accordance with HMRC requirements).
 - (iii) Return the bicycle to Cyclescheme.

Cyclescheme's recommended option, to ensure savings are in line with previous expectations, is for employees to select option (i). Employees can participate in another scheme during this period, as the agreement is between Cyclescheme and the employee – the employer does nothing more.

Please see a simple process flowchart at:

<http://emails.cyclescheme.co.uk/files/hmrc/maximiseyoursavings.pdf>

*The lower figure is for a certificate value of less than £500 and the higher one for a certificate value of £500 or more. These figures include VAT.

If the bicycle or accessories are stolen, or if you leave the College's employment before the full value of the loan has been repaid, you will be liable to repay the outstanding balance in accordance with the terms of the scheme. It is therefore your responsibility to ensure that the bike is insured against theft.

For full details of the scheme and an application form, please contact the College Accountant.

Further information may also be found on the CycleScheme website at: www.cyclescheme.co.uk

2.8 Hours of Work

2.8.1 Normal Working Hours

The normal working hours for a member of staff's post will be detailed in the contract of employment, together with any details relating to the provision of time-off-in-lieu (TOIL) or overtime payments.

Members of staff should attend work punctually at the specified time(s) and are required to comply strictly with any time-recording procedures that may be in place in relation to their work. Lateness may result in disciplinary action, and/ or loss of appropriate payment.

2.8.2 Working Time Regulations

The College abides by the Working Time Regulations (1998), and will always seek to promote best-practice in this area.

2.8.3 Authorised Absence from Work

A supervisor may authorise a member of staff to work away from his or her normal work place.

2.9 Annual Leave Arrangements

2.9.1 General Leave Entitlement

The number of working days' paid holiday in each leave year, in addition to statutory holidays (see section 2.9.4 below on arrangements for Bank Holidays), is specified in the contract of employment.

The full-time entitlement will be applied on a pro-rata basis for all part-time staff.

Leave entitlement accrual begins from the first day of employment, and is paid at your normal basic rate of pay.

The leave year runs from 1 August to 31 July and any balance of the annual leave entitlement or acquired time-off-in-lieu may only be carried forward from one year to the next with the prior written agreement of a member of staff's supervisor. Requests to carry leave over from one holiday year to the next will only be granted in exceptional circumstances; normally, any contractual annual leave entitlement (in excess of the statutory minimum) which has not been used by the end of the holiday year will be lost and no payment in lieu will be made.

Approval for leave will only be given where a member of staff has completed a leave form, available from the Personnel Advisor or your manager. This form is to be submitted well in advance (giving notice of at least double the length of time of the leave being requested) or in accordance with other

arrangements approved by a member of staff's supervisor. Annual leave will normally be granted on a 'first come, first served' basis. The decision on whether to grant annual leave rests solely with your manager, and you should not make any holiday arrangements (e.g. travel, accommodation bookings) until your leave has been authorised.

Due to the operational requirements of the College, there may be certain times when it will not be possible for a member of staff to take leave or time-off-in lieu. If the normal working patterns of a post place such restrictions on it, the supervisor will normally discuss this with the member of staff at the commencement of the employment. Where, as a result of changes in the requirements of the post or the College, it becomes necessary to place further restrictions on leave, this will normally be notified in writing to a member of staff.

Where a member of staff leaves the College part way through a leave year, they will normally be entitled to annual leave in proportion to the number of completed calendar months of service in the current leave year, unless any leave had already been taken. They will similarly be entitled to any time-off-in-lieu entitlements. If it is not possible, due to the operational requirements of the College, for a member of staff to take all their pro-rata accrued annual leave or time-off-in-lieu before they leave their employment with the College, payment in lieu for any such outstanding holiday entitlement will be made.

Should a member of staff leave employment with the College and have exceeded their pro-rata accrued holiday entitlement, the College will be entitled to deduct this excess from any sums due to them, and a member of staff's confirmation of his/her employment shall constitute written consent to make such a deduction under the terms of Section 13 (1) (b) of the Employment Rights Act 1996.

2.9.2 Closure

1 week at Christmas and 1 week at Easter are designated as days when the College is closed for maintenance and other essential work. The days involved will be notified to all staff in advance and are available on the annual leave request form.

Support staff and most Domestic staff are normally required to reserve an appropriate number of days from their paid annual leave allowance to be used during closure periods. Only where a member of staff has obtained the prior written approval from their supervisor may they work during a closure period, transferring the leave entitlement to other days of the year. This approval will only be given where it is established by the supervisor that the operational requirements of the College necessitate work during the closure period.

Housekeeping staff will normally be required to reserve an appropriate number of days from their paid annual leave allowance to be used during any Christmas closure periods, but a limited number of staff may work during the Easter closure period (transferring the leave entitlement to other days of the year) where this has been agreed in advance in writing by the Housekeeping and Lodge Manager.

Lodge staff may work through the closure periods when required by the College, transferring the leave entitlement to other days of the year. This does not apply to Security staff, who are not required to work during closure periods and must therefore use two weeks of their annual leave entitlement during these times.

Garden staff are expected to take the Christmas closure as paid annual leave (i.e. days to be deducted from their annual leave allowance). However, they may be expected to work during the Easter closure period where the operational needs of College require it, transferring the leave entitlement to other days of the year.

Maintenance staff are expected to take the Christmas closure period as paid annual leave (i.e. days to be deducted from their annual leave allowance), unless they are participating in the rota to provide cover over Christmas and the New Year. However, they will normally be expected to work during Easter where the operational needs of College require it, transferring the leave entitlement to other days of the year.

Where staff choose to work during closure without the prior approval of their supervisor and/ or the Home Bursar, the College will not make additional payment for that period of work, and may not recognise any transfer of leave entitlement to other days in the leave year.

2.9.3 Additional Holidays for Long Service

The College scheme for long service leave is set out below. The amount of long service leave for eligible staff is based upon the length of continuous service with the College, and is intended to reward staff loyalty and improve staff retention rates.

Long service entitlements are in addition to your basic annual leave allowance.

Years of service		Days Leave
More than (years)	Less than (years)	
2	5	1
5	7	2
7	10	3
10	15	4
15	20	5
20+		6

2.9.4 Bank Holidays – Compensatory Arrangements

All staff are entitled to public holidays in addition to their basic annual leave allowance. However, some staff may be required to work on some bank holidays (according to the needs of the College) and where this is the case the arrangements will be outlined in the member of staff's contract of employment.

Where a member of staff does not work on a bank holiday, and they would normally have worked on that day, they will be entitled to take that day as one day's paid leave in addition to their basic annual leave entitlement.

2.10 Probation Procedures

Members of staff join the College on an initial probationary period, normally six months. During this period their performance and general suitability will be monitored, and, if it is satisfactory, their permanent employment will normally be confirmed.

Where performance is not considered satisfactory, or the member of staff is considered to be unsuitable, the College may take remedial action (which may include the extension of the probationary period) or terminate the employment with appropriate notice at any time.

The College reserves the right not to apply its full capability and/ or disciplinary procedures during a member of staff's probationary period.

Further information about probationary periods can be found in the separate non-contractual probation policy.

2.11 Appraisal

The purpose of the Appraisal Scheme is to encourage the development of individual members of staff and the College through improved two-way communication. It provides opportunities for supervisors to discuss with staff ways to improve performance, increase job satisfaction, and identify training and development needs, and for staff to make honest observations on the way the College manages them and arranges their work.

Appraisals will normally be held on an annual basis. Further information relating to the appraisal process can be found in the relevant non-contractual policy.

2.12 Confidential Information

You shall not use for your own benefit or gain, or divulge to the benefit or gain of any persons, company or other organisations whatsoever any confidential information belonging to the College or relating to its affairs or dealings which come to your knowledge during your appointment. Any breach of this may (at the College's discretion) result in formal disciplinary action being pursued. This restriction shall cease to apply to any information or knowledge which may subsequently come into the public domain other than by way of unauthorised disclosure.

All confidential records, documents and any other papers (together with any copies or extracts thereof) made, given or acquired by you in the course of your employment shall be the property of the College and must be returned to it on the termination of your employment. You are to exercise reasonable care to keep safe all documentary or other material containing confidential information.

The confidentiality of information must be determined in relation to individual employees according to their status, responsibilities and the nature of their duties. However, it shall include all information which has been specifically designated as being confidential by the College and any information which relates to its governance, staff or students or its commercial and financial activities (including subsidiary companies), the unauthorised disclosure of which would, in the opinion of the College, embarrass, harm or prejudice the College or any of its staff or students.

2.13 Sick Leave Arrangements

2.13.1 Reporting Procedures

Members of staff are expected to attend work regularly, and at the times required. Where ill-health prevents a member of staff from attending work, they should report their absence promptly using the procedure outlined in the separate policy on managing sickness and absence (as published on the College website).

2.13.2 Withholding of Sick Pay

The College may withhold contractual sick pay if it has good reason to believe that any illness is not genuine, or where an individual's level of absence has exceeded acceptable limits. If the member of staff disagrees with this decision to withhold payment, they should contact the College Accountant and raise the matter informally in the first instance. It is open to members of staff to progress the matter through the formal grievance procedure if necessary.

2.13.3 Qualifying Days

The statutory sick pay legislation requires that an employer must agree those days which are to count as qualifying days for statutory sick pay (SSP). The College has decided that a member of staff's qualifying days for SSP will be based on the actual days worked during a week (including weekends if appropriate). Where a member of staff works less than five days per week, a supervisor will be asked to notify the College Accountant of the individual's working arrangements to ensure that accurate records are kept for SSP purposes.

2.14 Sickness Payments and Conditions

2.14.1 Sickness Payments and Alternative Employment

While receiving sick pay (including statutory sick pay) you are not allowed to undertake any form of paid alternative employment, self-employment, or voluntary work. Any breach of this rule will be regarded as misconduct, and will be addressed using the College's disciplinary procedures.

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

2.14.2 College Sickness Payment Scheme

The following provisions apply to all staff.

There is no entitlement to sick pay (other than SSP) during probation.

The College's sick pay scheme provides that if a member of staff is absent from work through sickness or injury they will be entitled to payment at the rate of full salary, *which will include any payment due under the statutory sick pay (SSP) scheme*, for such period as the College may determine. At the end of this period of full sickness pay, the College has discretion to pay at the rate of part salary for a further period, and any such reduction would not normally affect payment of SSP, so long as the member of staff's entitlement to such remains. If a member of staff is excluded from the SSP scheme, the College will deduct the amount of any short-term incapacity benefit payable by the Jobcentre Plus from any salary paid. No deductions shall be made from payments at half pay under the College's sick pay arrangements, except that where the total amount of half-pay plus incapacity benefit or other allowances exceeds full pay, a deduction will be made of an amount equivalent to the excess.

Entitlement to continue to receive full pay (including any payment due under the SSP scheme) during periods of sickness absence will depend on the member of staff's length of service, as follows:

Length of Service	Full pay	Half pay
Remaining months of first year after successful completion of probationary period	1 week	1 week
Second and third years	3 months	3 months
Fourth year	5 months	5 months
Fifth year and after	6 months	6 months

Should a member of staff's level of sickness absence exceed the above amounts in any rolling 12-month period, pay will normally return to the standard SSP rate for the remainder of the absence (provided that entitlement to SSP has not been exhausted, and that the relevant qualifying criteria have been met); however, the College reserves the right to pay at the rate of part-salary for a further period if appropriate.

However, it should be noted that whilst the above scale of allowances provides guidance as to the rates of salary payable in the event of absence due to illness, the College retains the discretion to make payment for lesser or additional periods.

The College reserves the right to withhold sick pay under this scheme where there is doubt as to the genuineness of the reason for a member of staff's absence, or where a member of staff's levels of sickness absence have reached unacceptable levels. Where this is the case, any period of sickness absence will normally be paid at SSP rates, provided that the relevant qualifying criteria have been met.

Further information about what the College considers to be an unacceptable level of sickness absence can be found in the separate sickness absence management policy, published on the College website.

2.15 Family Leave Arrangements

2.15.1 Maternity Leave

All relevant employees, regardless of their length of service, or part-time or full time status, qualify for both 26 weeks ordinary maternity leave (OML) and 26 weeks additional maternity leave (AML).

Personal and employer's superannuation contributions will normally be suspended during periods of unpaid maternity leave, but if a member of staff elects on return to work to pay any outstanding contribution, the College will do likewise.

If you wish to make a permanent return to work before the end of the 52-week period of maternity leave, you should give the College at least 8 week's written notice of your new return date. Members of staff on maternity leave can agree to undertake paid work at the College on up to 10 Keeping-In-Touch (KIT) days without affecting their entitlement to maternity leave and/ or pay.

Members of staff will continue to benefit from all their contractual terms and conditions – with the exception of wages or salary – during both OML and AML.

Any annual leave entitlement accrued whilst on maternity leave which is in addition to your statutory minimum entitlement may be sold back to the College when you return to work. Alternatively, you may take the accrued leave as annual leave when you return to work (such leave to be taken during the same holiday year in which you return to work).

2.15.2 Maternity Pay

(a) *College Academic Staff, Support Staff and Domestic Staff on Salary Spinal Point 18 and above (or equivalent)*

- Period of 26 weeks OML on full pay
- Period of 13 weeks AML at Statutory Maternity Pay (SMP) rates (provided that the relevant criteria have been met for receiving SMP)
- Period of 13 weeks AML on zero pay
- Total maternity Leave = 52 weeks

If you decide not to return to work after your maternity leave, or if you return to work after maternity leave and work less than three months before you leave, the College retains the right to reclaim all or part of the payments made under the College scheme, minus the statutory element which you would be entitled to keep if you qualified for it.

(b) *Domestic Staff, Maintenance Staff and Gardening Staff*

- Period of 2 weeks on full pay
- Period of 24 weeks OML at statutory rates
- Period of 13 weeks AML at statutory rates
- Period of 13 weeks AML on zero pay
- Total maternity leave = 52 weeks

2.15.3 Paternity Leave/ Pay

A member of staff, whose wife or partner is pregnant or who plans to adopt a baby will be granted two weeks' paid paternity leave, to be taken at the time of birth or adoption or within the period up to 26 weeks after the event.

Such paternity leave will be granted at full pay, subject to all the relevant documentation being correctly completed. Please contact the College Accountant for further information.

Paternity pay may be taken either as one week, or in one two-week block; it may not be taken as two single weeks.

You are asked to inform your manager or the Personnel Advisor in writing about your plans to take paternity leave at the latest during the 15th week before the expected week that your spouse or partner is due to have or adopt the baby. If that is not possible, you are asked to tell your department about your plans as soon as is reasonably practicable.

If you make a decision about the start date of your leave and then choose to change it, you must give your department 28 days' written notice or, if this is not possible, give written notice as soon as is reasonably practicable.

The arrangements do not preclude the College, should it so wish, from responding favourably to requests from members of staff for further unpaid (or paid) paternity leave.

2.15.4 Shared Parental Leave

Shared Parental Leave (SPL) enables eligible parents to choose how to share the care of their child during the first year of birth or adoption.

Eligible employees may be entitled to take up to 50 weeks SPL during the child's first year in their family. The number of weeks available is calculated using the mother's/adopter's entitlement to maternity/adoption leave, which allows them to take up to 52 weeks' leave. If they reduce their maternity/adoption leave entitlement then they and/or their partner may opt-in to the SPL system and take any remaining weeks as SPL.

SPL can only be used by two people:

- The mother/adopter **and**
- One of the following:
 - the father of the child (in the case of birth) or
 - the spouse, civil partner or partner of the child's mother/adopter.

Both parents must share the main responsibility for the care of the child at the time of the birth/placement for adoption.

Additionally an employee seeking to take SPL must satisfy each of the following criteria:

- the mother/adopter of the child must be entitled to statutory maternity/adoption leave or if not, they must be entitled to statutory maternity/adoption pay or maternity allowance and must have ended or given notice to reduce any maternity/adoption entitlements;
- the employee must still be working for the organisation at the start of each period of SPL;
- the employee's partner must meet the 'employment and earnings test' requiring them in the 66 weeks leading up to the child's expected due date/matching date have worked for at least 26 weeks and earned an average of at least £30 (figure may change annually) a week in any 13 of those weeks;
- the employee must correctly notify the organisation of their entitlement and provide evidence as required.

Eligible employees may be entitled to take up to 37 weeks Shared Parental Pay while taking SPL. The amount of weeks available will depend on the amount by which the mother/adopter reduces their maternity/adoption pay period or maternity allowance period.

If you are interested in applying for SPL, please contact the Personnel Advisor for more information.

2.15.5 Adoption Leave

A member of staff wishing to adopt a child from within the UK will be entitled to statutory adoption leave; this comprises 26 weeks of Ordinary Adoption Leave (OAL) and 26 weeks Additional Adoption Leave (AAL). This entitlement will be available to only one partner of a couple who adopt jointly; this will normally be the partner with the primary care responsibility for the child, and – where appropriate – the other partner (regardless of gender) may be entitled to paternity leave and/ or pay.

Any entitlement is subject to the College receiving formal notification of your intention to take adoption leave no later than 7 days after you have been matched with a child. Such notification should include the following information:

- That a match has been made and accepted;
- The expected date of the child's placement; and
- The date when you intend to start your adoption leave and begin receiving adoption pay.

For couples adopting a child from overseas, entitlement to adoption leave will occur once they have received official notification from the relevant UK authority of their eligibility to adopt a child from abroad. Such entitlement is subject to the College receiving the correct notification, in accordance with the relevant guidelines.

The earliest you can begin your adoption leave and pay is 14 days before the expected date of child placement. If you are adopting a child from overseas, adoption leave may not begin before the child's entry to the UK, and must start within 28 days of the child's entry to the UK.

If you wish to change the start date of your adoption leave before the original notified start of your leave then you must give at least 28 days' written notice or, if this is not possible, give written notice as soon as is reasonably practicable.

If you wish to make a permanent return to work before the end of the 52-week period of adoption leave, you should give the College at least 8 week's written notice of your new return date. Members of staff on adoption leave can agree to undertake paid work at the College on up to 10 Keeping-In-Touch (KIT) days without affecting their entitlement to adoption leave and/ or pay.

Members of staff intending to adopt a child, or faced with a situation where they have to take a child into their family, should keep their manager informed, especially when they might need time off work as a result.

Any annual leave entitlement (which is in addition to the statutory minimum entitlement) accrued whilst on Adoption Leave may be sold back to the College when you return to work. Alternatively, you may take the accrued leave as annual leave when you return to work (such leave to be taken during the same holiday year in which you return to work).

2.15.6 Adoption Pay

(a) College Academic Staff, Support Staff and Domestic Staff on Salary Spinal Point 18 and above (or equivalent)

All eligible staff are entitled to the provisions of the College adoption pay scheme, as follows:

-
- Period of 26 weeks OAL on full pay
 - Period of 13 weeks AAL at Statutory Adoption Pay (SAP) rates (provided that the relevant criteria have been met for receiving SAP)
 - Period of 13 weeks AAL on zero pay
 - Total adoption leave = 52 weeks

If you decide not to return to work after your adoption leave, or if you return to work after adoption leave and work less than three months before you leave, the College retains the right to reclaim all or part of the payments made under the College scheme, minus the statutory element which you would be entitled to keep if you qualified for it.

(b) *Domestic Staff, Maintenance Staff and Gardening Staff*

- Period of 2 weeks on full pay
- Period of 24 weeks OAL at statutory rates
- Period of 13 weeks AAL at statutory rates
- Period of 13 weeks AAL on zero pay
- Total adoption leave = 52 weeks

Adoption Leave will only be available to one partner of a couple who adopt jointly.

2.15.7 Bereavement Leave

Individuals' reactions to bereavement vary greatly and the setting of fixed rules for time off for the death of someone with whom you have had a close personal relationship (e.g. spouse, partner, child, parent, brother, sister, in-law, etc.) is therefore inappropriate. In such cases you should discuss your circumstances with your manager and agree appropriate time off.

As a general principle, leave of absence to attend the funeral of a family member (or equivalent), or to carry out executorial duties, will normally be granted as paid leave outside your annual leave. Such periods of compassionate leave will be limited to 5 working days. However, sympathetic consideration will be given to the need for additional paid time away from work if you are coming to terms with such bereavement. When your own health is adversely affected by bereavement, a short period of sick leave might be more appropriate and your manager will advise you accordingly.

If you require extended time away from work to travel to or from a funeral or to carry out non-executorial duties associated with a death, you should discuss your requirements with your manager, who may (at his or her discretion) grant leave, which will normally be unpaid or taken as annual leave. Managers may, however, in certain exceptional circumstances, grant a further limited period of paid leave for such purposes.

2.15.8 Caring For Those Who Are Sick, and Dealing With Domestic Emergencies

Absence from work to attend to the unforeseen sickness of a member of your immediate family or equivalent, or to attend to a family or domestic emergency, will normally be paid in the first instance

to enable you to make the necessary arrangements for continued care or attention. Such paid leave will normally be limited to a period ranging from half a day to no more than two days. Additional leave, which will normally be unpaid or taken as annual leave, may be granted.

In certain exceptional circumstances your manager may grant a further limited period of paid leave for these purposes. It is important that these provisions are not abused and departments will monitor the frequency of leave requests.

Where an emergency prevents you from attending work on a particular day, you must inform your supervisor in person by telephone as far in advance of the beginning of your shift as you are able to, so that appropriate arrangements can be made to cover your work. Where an emergency occurs during your normal working day, you should inform your supervisor in person and under no circumstances should you leave your place of work without having obtained your supervisor's permission.

2.15.9 Family Leave/ Flexible Working

All staff are entitled to request flexible working arrangements provided they have a minimum of 26 weeks' continuous service. A request for flexible working arrangements can either be made informally or as a statutory request.

To make an informal request a member of staff should speak with their supervisor or line manager.

A statutory request must be made in writing to the member of staff's supervisor or line manager. In the written request the following information must be included: that it is a statutory request, the proposed changes, the date that the proposed changes would become effective and how the effect of the proposed changes could be managed. A statutory request can only be made once a year.

The College will give serious consideration to such requests, both informal and statutory, in the context of its operational needs

For more information, please contact the Personnel Advisor or speak to your line manager.

2.16 Other Leave Arrangements

In addition to the above, the College recognises that occasionally there may be other circumstances that require you to be absent from work (e.g. unforeseen eventualities, public service, etc.). Managers therefore have discretion to authorise paid or unpaid leave to cover these eventualities, according to the circumstances of the individual concerned. However, it should be understood that the purpose of such additional leave is not to extend an annual leave entitlement because a member of staff may not have planned for her/his leave needs across a year.

The following are some of the circumstances in which absence from work may be allowed. In every case a member of staff must apply in advance to their manager and in no case should they leave their place of work without having obtained permission from that person.

Visits to doctor, etc.: If it is necessary for a member of staff to arrange to visit, during the normal working day, their doctor, dentist or a hospital to receive treatment, or for screening for cancer,

attempts should be made to arrange the visit in such a way as to disrupt the work of their department as little as possible. Permission to attend will not unreasonably be withheld.

Jury service: If a member of staff receives a summons to serve on a jury they should report this to her/his manager. Leave to attend for jury service is normally given with full pay, in which case no claim for loss of earnings should be made to the Jury Summoning Officer.

Voluntary public service: Members of staff should obtain the agreement of their supervisor to the time-off involved before undertaking voluntary public service. Supervisors will grant reasonable leave of absence to such members of staff required to attend council meetings, to serve as magistrates, school governors, etc. Such leave may be paid or unpaid, at the supervisor's discretion.

Volunteer Reserve Forces: Staff who are members of Britain's Volunteer Reserve Forces (Territorial Army, Royal Naval Reserve, Royal Marines Reserve and the Royal Auxiliary Air Force) who are required to attend a two-week summer training exercise may be granted one week's paid leave for this purpose, the remaining week to be taken within the member of staff's normal annual leave entitlement.

General Note about Additional Leave

The effective operation of these arrangements in the interests of all employees is dependent on requests for additional leave being made only when necessary and in good faith. In appropriate circumstances, therefore, your manager may ask for reasonable evidence that the leave requested is required for the purpose stated and withholding such evidence may result in loss of pay. Absence from work without good cause may also result in disciplinary action.

2.17 Pensions

Members of staff will be automatically enrolled into the appropriate College pension scheme (either the University's Superannuation Scheme (USS) or the Oxford Staff Pension Scheme (OSPS)) if they meet the eligibility criteria set out in current legislation, as required under the provisions of the Pension Act 2008. If a member of staff is not eligible to be automatically enrolled they may still be able to opt in or join a pension scheme. The College Accountant will contact individual members of staff after their employment starts to inform them of their eligibility status and provide them with the relevant information relating to their eligibility status. If the eligibility status changes for an individual member of staff, the College Accountant will write to them to inform them and explain what implications it has for them.

Members of staff in USS or OSPS are contracted-out of the State Earnings Related Pension Scheme (SERPS), (Chapter 1, Part III, Pensions Schemes Act 1993 and the Employment Rights Act 1996, Part 3 (5)) for which there is a National Insurance rebate. Contributions to the scheme are in the form of stated percentages of salary paid both by the individual member of staff and by the College. Entry to, and membership of, the pension scheme is governed by the rules set by the pension provider.

Any member of staff wishing to know more about the benefits to which they would be entitled under the scheme or wanting any information or advice in this connection should contact the College Accountant. Please note the College Accountant will not provide financial advice.

If you wish to opt out of the pension scheme you will need to obtain an opt-out form, available from:

USS: <https://www.uss.co.uk/members/members-home/leaving-the-scheme>

OSPS:

http://www.admin.ox.ac.uk/media/global/wwwadminoxacuk/localsites/finance/documents/forms/pensions/OSPS_ElectionNotJoin_OPT1A.pdf

2.17.1 Salary Exchange (USS & OSPS)

For College employees who are eligible to join USS or OSPS there is a Salary Exchange for Pension Contributions scheme in place which affects the way in which pension contributions are made, bringing financial benefits for both individuals and the College.

Please note that contributions made under the salary exchange scheme are not refundable. In most cases employees who leave the College transfer their accumulated pension entitlement to their next place of work. However, in the case of employees who do not stay in the UK and return overseas at the expiry of their contract, no refund of contributions will be available at the time of leaving and pension contributions will be 'deferred', i.e. only paid out on retirement.

The College will automatically place you in the salary exchange scheme if you are enrolled into either USS or OSPS unless you choose to opt out. For further information on the scheme please visit the University's pension website at:

<http://www.admin.ox.ac.uk/finance/processes/payroll/salaryexchange/>

2.18 Notice Periods

2.18.1 Termination of a Permanent Appointment By Notice

The period of notice which you are obliged to give to terminate your appointment is specified in the contract of employment. If you wish to terminate your appointment, notice should be given to your supervisor in writing. The College reserves the right to pay in lieu of notice and to waive periods in accepting notice.

2.18.2 Termination of Fixed-term Appointments

If a member of staff is engaged for a fixed term, the date on which the appointment will terminate by expiry (if not terminated earlier by due notice from either party) should be recorded in the contract of employment.

2.18.3 Terminating Employment Without Giving Notice

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

2.18.4 Return of College Property

You are responsible for all monies, stocks and College property (including keys, uniform, etc.) that you handle or are given charge of during your employment. In the event that such property is not returned when you leave the College's employment, or is returned only in part or in a poor state of

repair, you may – at the College’s discretion – be liable for some or all of the cost of replacing the item(s) and/or any associated costs (e.g. replacement locks), and hereby authorise the College to deduct any such costs from your final salary payment.

2.19 Rights of Search

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.

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.

We reserve the right to call in the police at any stage.

2.20 Standards of Dress

Members of staff who are liable to come into contact with customers and members of the public should ensure that they present a professional image, as prescribed by the Head of Department, 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.

2.21 Use of Computer Equipment

In order to control the use of the College’s computer equipment and reduce the risk of compromise, the following rules will apply:

- a) The introduction of new software must first of all be checked and authorised by an appropriate member of the College IT support staff 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 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 may result in disciplinary action.
- g) Unauthorised copying and/ or removal of computer equipment/ software may result in disciplinary action.

2.22 Email and Internet Policy

Where appropriate, duly authorised staff are encouraged to make use of the Internet and e-mail 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's 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 or e-mail to access and/ or distribute material which may be considered offensive, or material that is not work-related, leaves an individual liable to disciplinary action which may lead to dismissal.

2.23 Collective Agreements

The ERA requires that contracts of employment indicate where collective agreements with unions are in force. No such agreements affect contracts between St Catherine's College and its members of staff.

2.24 Disciplinary and Capability Procedures

Occasionally the College may have to use formal procedures to remedy performance or capability issues, breaches of the contract of employment, failure to adhere to College policies, etc. Where this is the case, action will be taken in accordance with the relevant disciplinary or capability policy and guidelines, which are published separately.

The College retains discretion in respect of its capability and disciplinary procedures to take account of a member of staff's length of service, and to vary the procedures accordingly. Where a member of staff only has a short amount of service (e.g. less than 9 months), they may not be in receipt of any warnings prior to dismissal. They will, however, retain the right to a hearing and will have the right to appeal.

2.25 Grievance Procedure

It is important that if you feel dissatisfied with any matter relating to your employment then you should have an effective means by which such a grievance can be aired and, where appropriate, resolved. Members of staff wishing to raise a formal written grievance should do so in accordance with the College's grievance policy and guidelines, which are published separately.

2.26 Contractual Special Conditions

Where no special conditions are entered in the contract of employment, none shall apply.

2.27 Contractual Changes

The Law requires the College to record and inform the member of staff of any changes to their contract of employment or this Handbook not more than a month after the change takes place.

2.28 Personal Data/Data Protection Legislation

In addition to the provisions of the contract of employment on personal data held on individual members of staff, the College has a duty to ensure its members and members of staff are aware of data protection requirements and their individual responsibilities in this connection.

The General Data Protection Regulations 2018 are concerned with information about identifiable living persons (personal data) that is processed by any kind of computer and certain other types of automatic equipment. The main purposes of the Act are to prevent misuse of such data and to safeguard privacy. It also provides individuals with several rights with regard to personal data about themselves; these include access to the data, and the right to seek compensation through the Courts for damage and distress suffered by reason of inaccuracy or unauthorised destruction or wrongful disclosure of the data.

The College has two principal obligations under the Data Protection Act: firstly, to register a publicly available description of all personal data processed in the course of teaching, research and administration and to operate strictly within the terms of that registration; secondly, to observe at all times the data protection principles embodied in the Act. These principles reinforce established good practice by requiring that personal data shall be:

- obtained and processed fairly and lawfully;
- held only for one or more of the registered purposes;
- not used or disclosed in any manner incompatible with those purposes;
- adequate, relevant and not excessive;
- accurate and, where necessary, kept up to date;
- kept for no longer than is necessary for the particular purpose;
- secured against unauthorised access, alteration, disclosure or destruction, and against accidental loss or destruction.

All staff who use computers in their work or who use, or have access to computerised information, have a responsibility to exercise care in the treatment of personal data and to ensure that such information is not disclosed to any unauthorised person or organisation. Staff responsible for initiating new computer applications must check, before implementation, that these do not exceed the College's current data protection registration. Failure to comply with the Act may render the College or its members, members of staff or agents liable to legal proceedings.

Members of staff should familiarise themselves with those aspects of data protection practice that are relevant to their work.

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.

We will process data in line with our privacy notices in relation to both job applicants and employees.

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.

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.

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.

2.29 Anti-Bribery

Bribery is unethical conduct and a criminal offence under the Bribery Act 2010. St Catherine's College prohibits any form of bribery consistent with its "zero tolerance" attitude towards corrupt activities of any kind, whether committed by its employees or other associated persons.

Members of staff should familiarise themselves with the College's Anti-Bribery Policy, which can be found on the College website at:

<https://www.stcatz.ox.ac.uk/modules/ckeditor/ckfinder/userfiles/files/Bribery%20Act%20Policy.pdf>

2.30 Whistle-blowing

St Catherine's College aims to conduct its business at all times with the highest standards of integrity and honesty, and expects all of its members and staff to maintain the same standards in everything they do. All those who are employed by the College are therefore strongly encouraged to report any perceived wrongdoing by the business or its employees, contractors or agents that falls short of these principles.

Members of staff should familiarise themselves with the College's Anti-Bribery Policy, which can be found on the College website at:

<https://www.stcatz.ox.ac.uk/modules/ckeditor/ckfinder/userfiles/files/Whistleblowing%20Policy%20Feb%202017.pdf>

2.31 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.

2.32 Recording of Formal Meetings

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.

2.33 Signature

The contract of employment will be signed by the member of staff and an authorised signatory of the College.