

# EDA COLLEGE



## STAFF HANDBOOK

### *Version Control*

<i>Version</i>	<i>1.1</i>
<i>Owner</i>	<i>Principal</i>
<i>Custodian</i>	<i>Registrar</i>
<i>Approved by</i>	<i>Academic Board</i>
<i>Approval Date</i>	<i>July 2025</i>
<i>Summary of Changes at Review</i>	<i>Incorporation of Condition E6</i>
<i>Version Number Change</i>	<i>1.2</i>
<i>Review Approval Date</i>	<i>December 2025</i>
<i>Next Review Date</i>	<i>December 2028</i>

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## WELCOME TO THE TEAM EDA

**We would like to wish you every success during your employment whether you recently joined us or whether you are an existing employee. We hope that your experience of working here will be positive and rewarding.**

**This Staff Handbook is designed both to introduce you to our organisation and to be of continuing use during your employment and we ask that you carefully study the contents of this Staff Handbook.**

**General amendments to the Staff Handbook will be issued from time to time.**

## GENERAL TERMS & PROCEDURES<sup>1</sup>

### A. BRIGHT EXCHANGE

EDA College currently subscribes to an online HR tool, Bright HR. Through Bright HR you have exclusive access to Bright Exchange. Bright Exchange is an online marketplace exclusive to Bright HR users giving you access to hundreds of products, services and special offers from a wide range of different companies. You can use your Bright HR credentials to log in to Bright Exchange and take advantage of these offers. More details are available from your Line Manager.

### B. DATA PROTECTION

The General Data Protection Regulation (GDPR) and the current Data Protection Act 2018 regulates 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. (see our data protection policy; <https://www.edacollege.co.uk/eda-policies/> )

### C. CONFIDENTIALITY

1. All information that:
  - is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence;
  - relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort; and
  - has not been made public by, or with our authority;
  - shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.
2. You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.

### D. USE OF COMPUTER EQUIPMENT

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

1. The introduction of new software must first of all be checked and authorised by your Line Manager before general use will be permitted;
2. Only authorised staff should have access to the Company's computer equipment;
3. Only authorised software may be used on any of the Company's computer equipment;
4. Only software that is used for business applications may be used;
5. No software may be brought onto or taken from the Company's premises without prior authorisation;
6. Unauthorised access to the computer facility will result in disciplinary action; and
7. Unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.
8. 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

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<sup>1</sup> Document are read in conjunction with staff related policies given at <https://www.edacollege.co.uk/staff-area/>.

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.

9. The E-mail system is available for communication and matters directly concerned with the legitimate business of the Company. Unauthorised or inappropriate use of the E-mail system may result in disciplinary action which could include summary dismissal.
10. Acceptable/Unacceptable Use (EDA College IT Policy and Procedures given on our website: <https://www.edacollege.co.uk/eda-policies/>).
11. 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.

#### **E. USE OF SOCIAL NETWORKING SITES**

Any work-related issue or material that could identify an individual who is a customer/client or work colleague, and/or which could adversely affect the Company, a customer/client or our relationship with any customer/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.

#### **F. HEALTH AND SAFETY**

You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately. You should report all accidents and injuries at work, no matter how minor, to your Line Manager. 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.

#### **G. STANDARDS OF DRESS**

As you are liable to come into contact with members of the public/customers/clients, it is important to present a business-like and professional image through your attire and personal appearance at work.

#### **H. CHANGES IN PERSONAL DETAILS**

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

#### **I. 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 and will normally be **without pay**.

#### **J. BEHAVIOUR AT WORK**

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

- b) You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs.
- c) Any involvement in activities which could be construed as being in competition with us is not allowed.
- d) To protect the integrity of our learning environment and maintain professional boundaries, you are strictly prohibited from engaging in any romantic or sexual relationship with a student. This applies regardless of the student's age or whether the relationship is consensual.
- e) If you are in a romantic or sexual relationship with someone who becomes a prospective or newly enrolled student, you must report this immediately to Human Resources or the designated safeguarding officer. We will take appropriate steps to ensure that you are not placed in a position of authority or influence over that student.
- f) Failure to follow this policy may result in disciplinary action, up to and including dismissal.

#### **K. BEHAVIOUR OUTSIDE OF WORK**

Because the business demands employees of the highest integrity, we have the right to expect you to maintain these standards outside of working hours. Activities that result in adverse publicity to ourselves, or which cause us to lose faith in your integrity, may give us grounds for your dismissal.

#### **L. 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 your Line Manager at an early stage so that your entitlements and obligations can be explained to you.

#### **M. 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 your Line 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.

#### **N. PARENTAL BEREAVEMENT LEAVE**

In the unfortunate event that you experience the loss of a child; you may be entitled to parental bereavement leave and pay in accordance with the current statutory provisions. You should discuss your circumstances with Line Manager and agree time off.

#### **O. 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 you're your Line Manager who, if appropriate, will agree the necessary time off.

#### **P. 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.

#### **Q. CARER'S LEAVE**

Employees with caring responsibilities may be entitled to take Carer's Leave in line with current statutory provisions. You should discuss your situation with Line Manager who will explain your entitlements and if appropriate, agree time off.

#### **R. SHORTAGE OF WORK**

- a) In the event that the Company is faced with a shortage of work, or is unable to provide you with work for any other reason, then you agree that the Company may temporarily:
- b) Place you on short-time working, in which case you will be paid for those hours worked; or
- c) Lay you off from work, in which case you will be paid in accordance with the statutory guarantee pay provisions in place at that time; or
- d) Designate you as a furloughed (or similar) worker, in accordance with the terms of any Government furlough (or similar) scheme in place from time to time, in which case during such period, if required, you will cease to carry out any work for the Company. (For this purpose, you agree that the Company may adjust your salary and benefits by an appropriate amount to ensure that it receives reimbursement of such salary and benefits under the said scheme to the fullest extent possible).

**The entirety of this section entitled “Shortage of work” forms part of your contractual terms and conditions.**

**S. KEYHOLDING/ALARM SETTING \*(delete as applicable)**

- a) 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 your Line Manager. 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.
- b) Any breaches or security issues including the loss or theft of keys must be reported immediately to your Line Manager.
- c) 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.

**T. CASH SHORTAGES\*(delete as applicable)**

Any cash shortages at the end of the [shift or day] will be the responsibility of the individual on duty and must be made good by that individual. Any such shortages will be deducted from wages. This is an express written term of your contract of employment.

**U. CLOSED CIRCUIT TELEVISION \*(delete as applicable)**

Closed circuit television cameras are used on our premises for security purposes. We reserve the right to use any evidence obtained in this manner in any disciplinary issue. We will ensure all personal data obtained in this way is processed in line with the current Data Protection Act. You may refer to the employee privacy notice for more information on the data we hold, the reasons we hold it and the lawful basis which applies.

**V. OTHER EMPLOYMENT**

You are expected to devote the whole of your time and attention during working hours to our business. If you propose taking up employment with an employer or pursuing separate business interests or any similar venture, you must discuss the proposal with Line Manager in order to establish the likely impact of these activities on both yourself and the Company. You will be asked to give full details of the proposal and consideration will be given to:

- Working hours;
- Competition, reputation and credibility;
- Conflict of Interest;

- Health, safety and welfare.

You will be notified in writing of the Company's decision. The Company may refuse to consent to your request. If you work without consent this could result in the termination of your employment. \*

If you are unhappy with the decision, **you may appeal using the Grievance Procedure.**

**\*NB: This does not apply to those on a zero-hour contract who should refer to the following:**

- 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.

**OR,**

- 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 such employment i.e. working time legislation, health and safety issues, conflict of interest.
- You may not under any circumstances, whether directly or indirectly, undertake any other duties of whatever kind during your hours of work.

**OR,**

- 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.

#### **EDUCATION FOR SUSTAINABLE DEVELOPMENT & WASTAGE**

EDA College believes in maintaining the education for sustainable development and therefore we maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of our environment friendly organisation.

#### **W. INCLEMENT WEATHER/TRAVEL ARRANGEMENT DISRUPTION (delete as applicable)**

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.

#### **X. WORK PERMITS**

All employees are required in law to provide evidence of their eligibility to work in the UK. As an employer we have the legal obligation to comply with the applicable immigration legislation which includes ensuring that employees provide the appropriate documentation prior to the commencement of employment.

In the event that an employee is unable to provide satisfactory evidence of their eligibility to work in the UK, the Company reserves the right to terminate the employment without notice. Acceptable evidence is set out in our Work Permits and Eligibility to Work regulations on UKVI website <https://www.gov.uk/browse/visas-immigration/work-visas>.

All costs relating to any immigration application must be borne by the employee in question and will be deducted from your salary.

#### **Y. 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. Where we are required to share special category

data to any third parties as part of that hearing, we ensure that a relevant condition of processing is met and we do not rely upon your consent for the processing.

## Appendix 1 SICKNESS REPORTING PROCEDURE

### A. NOTIFICATION OF INCAPACITY FOR WORK

1. You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by no later than 10 am. Text messages and e-mails are not an acceptable method of notification. Other than in exceptional circumstances notification should be made personally to your Line Manager or alternatively to the HR directly.
2. You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. The notification procedures should be followed on each day of absence unless you are covered by a medical certificate.
3. If your incapacity extends to more than seven calendar days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

### B. EVIDENCE OF INCAPACITY

1. In cases of incapacity of less than *7 calendar days*, you will be required to self-certify.
2. If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should obtain a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive medical certificates to cover the whole of your absence.

### C. PAYMENTS

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.

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.

### D. RETURN TO WORK

Upon returning to work after any period of sickness/injury absence, you may be required to attend a “*return to work*” interview with HR & your Line Manager to discuss the state of your health and fitness for work. Information arising from such an interview will be recorded and treated with strictest confidence.

### E. GENERAL

We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken. In addition, we will take a serious view if you are found to be undertaking any activity during sickness absence which we reasonably believe is inconsistent with being incapable of work at that time despite the presence of an illness, injury or medical condition. Disciplinary action will be taken in this instance.

## Appendix 2 HOLIDAY BOOKING PROCEDURE

**Detail the procedure for holiday requests, stipulate whether any notice is needed for time off and any other additional information:**

1. Your annual holiday entitlement is shown in your individual contract of Employment.

2. 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.
3. We operate an online system for booking holidays via Bright HR. You will be given the rights to request absence online and you will also be able to view your holiday entitlement online at any time. This is to give you the facility to easily plan your holidays throughout the year.
4. Once you have registered your holiday request online, you will receive an e-mail from Line Manager authorising or declining your request. If you feel that your request has been unreasonably refused for any reason you should refer the matter to Line Manager. They will endeavour to ensure that you have every opportunity to take your holidays at the time you request them, but they will need to balance your requests with the needs of the department.
5. You should give at least (insert time frame) weeks' notice of your intention to take holidays of a week or more and (insert time frame here) notice is required for odd single days.
6. You may not normally take more than (two) working weeks consecutively.
7. Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.

## Appendix 3 CAPABILITY PROCEDURES

### A. INTRODUCTION

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

### B. JOB CHANGES/GENERAL CAPABILITY ISSUES

1. If the nature of your job changes or if we have general concerns about your ability to perform your job, we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.
2. If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal.
3. If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

### C. PERSONAL CIRCUMSTANCES/HEALTH ISSUES

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

### D. APPEAL

1. You have the right to lodge an appeal in respect of any capability action taken against you.
2. If you wish to exercise this right you should apply either verbally or in writing normally within five working days to your Line Manager.

**E. SHORT SERVICE STAFF**

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

## Appendix 4 DISCIPLINARY PROCEDURES

**A. INTRODUCTION**

1. It is necessary to have a minimum number of rules in the interests of the whole organisation.
2. The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.
3. Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
4. The following rules and procedures should ensure that:
  - 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 we may implement temporary measures in order that an uninterrupted investigation can take place. These measures may include, for example:
    - i. working in a different department, or from a different office or site
    - ii. a change to your usual duties
    - iii. working with different customers/clients, or away from customers/clients
    - iv. working from home
    - v. suspension on contractual pay

**This list is not exhaustive, and we may implement other measures which are appropriate to the circumstances. None of these measures are to be regarded as disciplinary action or a penalty of any kind.**

Where an employee on temporary suspension tells us that they are sick, the employee will be considered to be on sickness absence, rather than suspension, until the employee notifies us that they are no longer sick, at which point suspension will resume where appropriate;

5. 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;
6. You will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
7. If you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

**B. DISCIPLINARY RULES**

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

### **C. RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT**

You will be liable to disciplinary action if you are found to have acted in any of the following ways  
(These are examples only and not an exhaustive list:

1. failure to abide by our general health and safety rules and procedures;
2. rudeness towards customers, fellow staff, line manager/s, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
3. failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
4. unauthorised use of E-mail and Internet;
5. failure to carry out all reasonable instructions or follow our rules and procedures.

### **D. SERIOUS MISCONDUCT**

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

### **E. RULES COVERING GROSS MISCONDUCT**

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. Examples of offences that will normally be deemed as gross misconduct include serious instances of:

1. theft or fraud;
2. physical violence or bullying;
3. deliberate damage to property;
4. deliberate acts of unlawful discrimination or harassment;
5. possession, or being under the influence, of drugs\* at work; and
6. breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.
7. (if you are an apprentice) failure to attend an examination or assessment; and
8. (if you are an apprentice) failure to pass an examination or assessment.

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

## F. DISCIPLINARY ACTION

### 1. Disciplinary action taken against you will be based on the following:

1st Occasion 2nd Occasion 3rd Occasion 4th Occasion

	1st Occasion	2nd Occasion	3rd Occasion	4th Occasion
<b>Unsatisfactory Conduct</b>	Formal verbal warning	Written warning	Final written warning	Dismissal
<b>Misconduct</b>	Written warning	Final written warning	Dismissal	
<b>Serious Misconduct</b>	Final written warning	Dismissal		
<b>Gross Misconduct</b>	Dismissal			

### 2. Period of Warnings

- Formal verbal warning: A formal verbal warning will normally be disregarded for disciplinary purposes after a three months period.
- Written warning: A written warning will normally be disregarded for disciplinary purposes after a six months period.
- Final written warning: A final written warning will normally be disregarded for disciplinary purposes after a twelve months period.

## G. DISCIPLINARY AUTHORITY

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

	All Employees
<b>Formal Verbal Warning</b>	<b>(Line Manager)</b>
<b>Written Warning</b>	<b>(HR &amp; Line Manager)</b>
<b>Final Written Warning</b>	<b>(HR &amp; Line Manager)</b>
<b>Dismissal</b>	<b>(HR &amp; Principal or nominee Senior Manager)</b>

## G. APPEAL

- You have the right to lodge an appeal in respect of any capability action taken against you.
- If you wish to exercise this right you should apply either verbally or in writing normally within five working days to your Line Manager.

3. The appeal procedure will normally be conducted by a member of staff not previously connected with the process so that an independent decision into the severity and appropriateness of the action taken can be made.

#### **H. SHORT SERVICE STAFF**

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.

### **Appendix 5 GRIEVANCE PROCEDURE**

1. It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
2. If you feel aggrieved at any matter relating to your work you should first raise the matter with your Line Manager, either verbally or in writing, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at which your grievance will be investigated fully. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
3. If you wish to appeal you must inform your Line Manager in writing, within five working days. You will then be invited to a further meeting with Principal or a nominee senior manager or a different line manager.
4. Following the appeal meeting you will be informed of the final decision, which will be confirmed in writing.

### **Appendix 6 PERSONAL HARASSMENT POLICY AND PROCEDURE**

#### **A. INTRODUCTION**

Harassment or victimisation on the grounds of the following protected characteristic: age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.

Personal harassment takes many forms but whatever form it takes; it is unlawful under the Equality Act 2010 and will not be tolerated.

This policy will be reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness.

#### **B. SCOPE**

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all those who work for us. This includes employees, workers, agency workers, volunteers and contractors in all areas of our Company, including any overseas sites.

#### **C. DEFINITIONS**

##### **Harassment**

This is unwanted conduct related to a relevant protected characteristic that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

Unwanted conduct can include:

- a. spoken words
- b. banter
- c. written words
- d. posts or contact on social media
- e. imagery

- f. graffiti
- g. physical gestures
- h. facial expressions
- i. mimicry
- j. jokes or pranks
- k. acts affecting a person's surroundings
- l. aggression, and
- m. physical behaviour towards a person or their property.

#### **Sexual harassment**

This is unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

- i. sexual comments or jokes
- ii. displaying sexually graphic pictures, posters or photos
- iii. suggestive looks, staring or leering
- iv. propositions and sexual advances
- v. making promises in return for sexual favours
- vi. sexual gestures
- vii. intrusive questions about a person's private or sex life or a person discussing their own sex life
- viii. sexual posts or contact on social media
- ix. spreading sexual rumours about a person
- x. sending sexually explicit emails or text messages, and
- xi. unwelcome touching, hugging, massaging or kissing.

#### **Less favourable treatment for rejecting or submitting to unwanted conduct. This occurs when:**

1. Someone is subjected to unwanted conduct:
  - i) of a sexual nature
  - ii) related to sex, or
  - iii) related to gender reassignment
2. The unwanted conduct has the purpose or effect of:
  - i) violating their dignity, or
  - ii) creating an intimidating, hostile degrading, humiliating or offensive environment for them, and
3. they are treated less favourably because they submitted to, or rejected the unwanted conduct.

#### **D. CIRCUMSTANCES WHICH ARE COVERED**

This policy covers behaviour which occurs in the following situations:

- i. work situation
- ii. situation occurring outside of the normal workplace or normal working hours which is related to work, for example, a working lunch or social event with colleagues;
- iii. outside of a work situation but against a colleague or other person connected to the Company, including on social media;
- iv. against anyone outside of a work situation where the incident is relevant to their suitability to carry out the role.

#### **E. COMPLAINING ABOUT PERSONAL HARASSMENT**

##### **Informal complaint**

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

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

## Appendix 7 SEXUAL HARASSMENT POLICY

### A. INTRODUCTION

- All members of staff are entitled to be treated with dignity and respect in our place of work. This means freedom from sexual harassment, feeling safe and supported, and having access to redress if such behaviour does arise.
- Sexual harassment takes many forms but whatever form it takes; it is unlawful under the Equality Act 2010 as amended. We will not tolerate it.
- The law requires employers to take reasonable steps to prevent sexual harassment of their workers. We take action to prevent sexual harassment from occurring and have clear reporting procedures for our staff to make a complaint about sexual harassment. If you have been sexually harassed, or you have witnessed sexual harassment, we encourage you to tell us so that we can deal with the matter swiftly.
- (Insert details) has overall responsibility for the operation of this policy but may delegate elements of implementation or decision making to (Insert details). Our managers will maintain an open-door policy. All of our staff have a responsibility to behave in line with the requirements of this policy.
- Instances of sexual harassment or victimisation may lead to disciplinary action including termination of employment.
- This policy is reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness. Any changes required will be implemented and communicated to our workforce.

### B. SCOPE

We deplore all forms of sexual harassment and seek to ensure that the working environment is safe and supportive to all those who work for us. This includes employees, workers, agency workers, volunteers and contractors in all areas of our Company, including any overseas sites.

### C. DEFINITIONS

1. Sexual harassment is unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person. It also covers treating someone less favourably because they have submitted to or refused to submit to unwanted conduct of a sexual nature, or that is related to gender reassignment or sex.
2. Sexual harassment may be committed by a fellow worker, an agent of an organisation, or a third party. It does not need to occur in person. It can occur via digital means including social media sites or channels e.g. WhatsApp. Someone may be sexually harassed even if they were

not the target of the behaviour. Examples of sexual harassment include, but are not limited to:

- i. sexual comments or jokes, which may be referred to as 'banter'
- ii. displaying sexually graphic pictures, posters or photos
- iii. suggestive looks, staring or leering
- iv. propositions and sexual advances
- v. making promises in return for sexual favours
- vi. sexual gestures
- vii. intrusive questions about a person's private or sex life or a person discussing their own sex life
- viii. sexual posts or contact in online communications including on social media
- ix. spreading sexual rumours about a person
- x. sending sexually explicit emails, text messages or messages via other social media
- xi. unwelcome touching, hugging, massaging or kissing (Insert any other examples that may be applicable to your workplace)

3. Victimisation is subjecting someone to detriment because they have done, are suspected of doing, or intend to do an act which is protected under discrimination and harassment laws. It is not necessary for the person to have done the protected act in order for detrimental treatment to be considered as victimisation.

The protected acts are:

- i. making a claim or complaint under the Equality Act 2010 (for example, for discrimination or harassment)
- ii. helping someone else to make a claim by giving evidence or information in connection with proceedings under the Equality Act 2010
- iii. making an allegation that someone has breached the Equality Act 2010, or
- iv. doing anything else in connection with the Equality Act 2010

**Examples of victimisation may include:**

- i. Failing to consider someone for promotion because they have previously made a sexual harassment complaint
- ii. Dismissing someone because they accompanied a colleague to a meeting about a sexual harassment complaint
- iii. Excluding someone from work meetings because they gave evidence as a witness for another employee as part of an employment tribunal claim about harassment.

#### **D. CIRCUMSTANCES WHICH ARE COVERED**

**This policy covers behaviour which occurs in the following situations:**

- i. a work situation
- ii. a situation occurring outside of the normal workplace or normal working hours which is related to work, for example, a working lunch, a business trip or social functions
- iii. outside of a work situation but involving a colleague or other person connected to the Company, including on social media
- iv. against anyone outside of a work situation where the incident is relevant to your suitability to carry out the role.

#### **E. WHAT TO DO IF YOU ARE SUBJECT TO SEXUAL HARASSMENT OR VICTIMISATION**

We are committed to ensuring that there is no sexual harassment or victimisation in our workplace. Allegations of sexual harassment and victimisation will be treated as a disciplinary matter, although

every situation will be considered on an individual basis and in accordance with the principles of our disciplinary procedures, a copy of which is available from (name).

### 1. **Informal complaint**

- We recognise that complaints of sexual harassment or victimisation can be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the same person who will be responsible for investigating the matter if it becomes a formal complaint.
- If you are the victim of minor sexual harassment, you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.
- In addition, you may also choose to raise concerns during your regular communication with your Line Manager, for example, in a 1-2-1 meeting. Your Line Manager will listen to you and take your concerns seriously if you do this, but may encourage you to follow the reporting procedures set out below.

### 2. **Formal complaint**

Where the informal approach fails or if the sexual harassment or victimisation is more serious, you should bring the matter to the attention of (Senior Manager) as a formal written complaint and again your confidential helper can assist you in this. (Optional – Alternatively, you can report instances by emailing (insert email address e.g. a central non-personalised email address, possibly one set up especially for this purpose) or by visiting (insert details of intranet portal or other online means in your organisation and how complaints can be registered). Our online means of reporting sexual harassment are continually monitored and you will be contacted within (insert timeline).

If possible, you should keep notes of what happened so that the written complaint can include:

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

3. On receipt of a formal complaint, we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved.
4. The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. The meeting will normally be held within five working days of receipt of your complaint. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence may be dealt with under the disciplinary procedure.
5. On conclusion of the investigation, which will normally be within ten working days of the meeting with you, the decision of the investigator, detailing the findings, will be sent in writing to you.

6. You have the right to appeal against the findings of the investigator. If you wish to appeal you must inform (Senior Manager) within five working days. You will then be invited to a further meeting. As far as reasonably practicable, the Company will be represented by a more Senior Manager than attended the first meeting (unless the most Senior Manager attended that meeting).
7. Following the appeal meeting, you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.
8. Regardless of the outcome of the procedure, we are committed to providing the support you may need. This may involve mediation between you and the other party or some other measure to manage the ongoing working relationship.
9. You will not be victimised for having brought a complaint.

#### **F. WHAT TO DO IF YOU WITNESS SEXUAL HARASSMENT OR VICTIMISATION**

- If you witness sexual harassment or victimisation, you are encouraged to take action appropriate action to address it. You should not take any action that may put you at risk of sexual harassment or other harm. If you feel able, you should intervene to prevent the matter continuing. If you are not able to do this, your action may include offering support to the victim and encouraging them to report the incident or reporting the incident yourself.
- If reporting the incident, you should bring the matter to the attention of (Senior Manager) in writing. Alternatively, you can report instances of sexual harassment by emailing (insert email address e.g. a central non-personalised email address, possibly one set up especially for this purpose) or by visiting (insert details of intranet portal or other online means in your organisation and how complaints can be registered). Our online means of reporting sexual harassment are continually monitored.
- Your concerns will be handled by (Senior Manager) who will sensitively talk to the person subject to sexual harassment to determine how they want the matter to be handled.

#### **G. THIRD-PARTY SEXUAL HARASSMENT**

1. Third-party sexual harassment occurs when one of our workforces is subjected to sexual harassment by someone who is not part of our workforce but who is encountered in connection with work. This includes our customers, suppliers, members of the public, (insert as appropriate i.e. clients, service users, patients, friends and family of colleagues, delegates at a conference, audiences, self-employed contractors etc).
2. Third-party sexual harassment of our workforce is unlawful and will not be tolerated. The law requires employers to take steps to prevent sexual harassment by third parties.
3. The law does not provide a mechanism for individuals to bring a claim of third-party harassment alone. However, failure for an employer to take reasonable steps to prevent third-party sexual harassment may result in legal liability in other types of claims.
4. In order to prevent third-party sexual harassment from occurring, we will:
  - attach signage to the walls of the areas within the workplace where customers are present to warn that sexual harassment of our staff is not acceptable
  - inform third-parties i.e. suppliers of our zero-tolerance sexual harassment policy within our supplier documentation
  - inform customers by recorded message at the beginning of telephone calls of our zero-tolerance policy on sexual harassment.
5. If you have been subjected to third-party sexual harassment, you are encouraged to report this as soon as possible to (insert name). (Optional – Alternatively, you can report instances of third-party sexual harassment by emailing (insert email address) or by visiting (insert details

of intranet portal or other online means in your organisation and how complaints can be registered). This online means of reporting sexual harassment are continually monitored.)

6. Should a customer sexually harass a member of our workforce, we will (include details, for example, warn the client or customer about their behaviour/ban the customer/share information relating to the incident with our other offices/branches). Any criminal acts will be reported to the police.
7. We will not tolerate sexual harassment by any member of our workforce against a third party. Instances of sexual harassment of this kind may lead to disciplinary action including termination of employment.

#### **H. DISCIPLINARY ACTION**

1. If the decision is that the allegation of sexual harassment or victimisation is well founded, the harasser/victimiser will be liable to disciplinary action in accordance with our disciplinary procedure up to and including summary dismissal. An employee who receives a formal warning or who is dismissed for sexual harassment/victimisation may appeal by using our disciplinary appeal procedure.
2. When deciding on the level of disciplinary sanction to be applied, we will take into consideration any aggravating factors affecting the case. One example of aggravating factors is an abuse of power over a more junior colleague.
3. If, due to the investigation, it is concluded that your complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

#### **I. TRAINING**

1. We provide training to all our staff on sexual harassment to ensure there is a clear understanding of, amongst other things, what sexual harassment is and how it may occur, that it will not be tolerated, expected levels of behaviour, how they can report any incidents of having been sexually harassed or having witnessed it and that acts of harassment will be dealt with under the disciplinary procedure potentially resulting in dismissal.
2. We ensure that all levels of management are trained on implementing this policy including preventing and managing sexual harassment in the workplace, and the procedure to follow if an allegation is reported.
3. We will regularly review the effectiveness of our training.
4. We provide refresher training as appropriate.

## **Appendix 8 EQUAL OPPORTUNITIES POLICY**

#### **A. STATEMENT OF POLICY**

1. We recognise that discrimination is unacceptable and although equality of opportunity has been a long-standing feature of our employment practices and procedure, we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.
2. The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.
3. We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

#### **B. RECRUITMENT AND SELECTION**

1. The recruitment and selection process are crucially important to any equal opportunities policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
2. Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.
3. Short listing and interviewing will be carried out by more than one person where possible.
4. Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
5. We will not disqualify any applicant because they are unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.

**C. TRAINING AND PROMOTION**

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

## **Appendix 9 TERMINATION OF EMPLOYMENT**

**A. RESIGNATIONS**

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

**B. TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE**

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

**C. RETURN OF COLLEGE PROPERTY\*(if applied)**

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

**D. RETURN OF VEHICLES\* (if applied)**

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

**E. RETURN OF UNIFORM\*(if applied)**

Upon termination of your employment, you will be required to return any uniform which has been provided to you. Failure to return such items will result in the company making a deduction for the cost of the uniform from your wages/salary. This is an express written term of your employment.

**F. GARDEN LEAVE**

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

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