CLIFFCOLLEGE STAFF HANDBOOK

MESSAGE FROM THE PRINCIPAL

This handbook is your primary reference point for employment related questions. Whilst elements do not form part of your contract of employment and are non-contractual this handbook has been prepared to inform you of our policies and procedures and to establish our expectations whilst offering an overview of our work environment.

It is not a contract, expressed or implied, it does not guarantee employment with us for any length of time, and it is not intended to induce you to accept employment.

We reserve the right to unilaterally revise, suspend, revoke, terminate or change any of our policies, in whole or in part, whether described within this handbook or elsewhere, at our sole discretion. You will be notified of changes when



As an employee you should ensure that your knowledge of this handbook, including our policies, procedures, benefits, and working conditions remains up to date. Information contained therein will prevail in the event of dispute or discrepancy. If you need further information, contact your Line Manager.

Cliff College is a truly unique place to work with a high standard of excellence for our courses, our Conference Centre and all that Cliff offers. This high standard has not been achieved overnight, or without hard work. That is why it is really important to me that you find your time here positive and are able to grow and flourish personally and professionally allowing you to contribute to Cliff's success.

Whether you are new to Cliff College or you have been part of Cliff's story for a long time, this employee handbook is an essential reference tool to support and guide you throughout your employment journey with us. Welcome to Cliff College.

Christ for all: all for Christ.

Rev Ashley Cooper

Ashy Loop

Principal

1 Acceptance

Contractual

- 1.1 Upon accepting a conditional offer of employment with Cliff College ("we", "us", "our") the employee ("you") gives consent to the gathering of satisfactory references, the completion of a medical assessment, a check to the validity of any professional qualifications you have stated and, if deemed appropriate for your role, the completion of an enhanced or a standard DBS application where a satisfactory disclosure will be necessary.
- 1.2 It is therefore important that any information you supply with your application and during the recruitment process is accurate and true.
- 1.3 Failure to do this will likely result in the withdrawal of any offer of employment, even if the employment relationship has begun.
- 1.4 We are under a legal duty to prevent illegal working by carrying out right-to-work checks to ensure that you are legally able and entitled to work in the UK.
- 1.5 Without exception and regardless of your colour, race, nationality, religion, belief, or ethnic or national origins, you will be required to demonstrate a right to work lawfully in the UK, by means of producing original documentation as required by UK Visas and Immigration at the time of joining us, and at any other time as requested during your employment with us.
- 1.6 In certain roles it may be a condition of your employment that you hold a full, valid driving licence.

If this applies to you it will have been clearly stated in your conditional offer letter of employment that you must provide your driving licence for scrutiny.

2 Probationary period

Contractual

- 2.1 All new employees begin their employment with a 6-month probationary period.
- 2.2 The probationary period can be extended at the discretion of your Line Manager up to a maximum of 12-months.
- 2.3 During your probationary period you will be expected to clearly establish your suitability for the post by meeting specific recorded targets.
- 2.4 Assistance and supervision during this period will be offered which may include but will probably not be exhaustive to the implementation of a development plan with frequent 'as necessary' reviews.
- 2.5 Successful completion of this probationary period will be confirmed in writing to you by your Line Manager after a probationary appraisal.
- 2.6 The purpose of the probationary period is to provide monitoring of your performance and

- progress to ensure training needs are identified and to establish your suitability for the role.
- 2.7 For qualifying employees, the pension scheme will be available during the probationary period.
- 2.8 We reserve the right, where termination of employment occurs during the probationary period, to restrict the notice period to one week.

Cliff College is an evangelical learning community which is rooted in God's Word and Spirit

3. Induction

Non-contractual

- 3.1 We are committed to providing you with a thorough induction. The structure of our induction process varies role to role.
- 3.2 Your Line Manager will identify training needs, assess learning styles and monitor, support and oversee the delivery of the overall induction programme. Line Managers will also support your introduction to fellow employees, colleagues, and other relevant stakeholders at the earliest and most relevant opportunity.
- 3.3 Refer to our <u>Onboarding Policy</u> for further information.

4. Job descriptions

Non-contractual

- 4.1 Job descriptions, where issued, are a guide to your principal responsibilities and duties that highlight expected performance standards and accountabilities.
- 4.2 The content remains subject to change by us.
- 4.3 Any significant changes will be discussed with you first and any training required as a consequence of these changes will be provided.

5. Cessation of a fixed term contract

Contractual

5.1 If you are contracted for work for a fixed term period the end date will be detailed in your Main Terms and Conditions of Employment and, unless agreed otherwise and in advance of the expiry date, your employment will end on that date without further notification from us.

6. Change of details

6.1 It is a requirement that you inform your Line
Manager of any changes to your personal
circumstances such as address or telephone
number; next of kin to contact in an emergency;
bank or building society details; gain or loss of
relevant qualifications or licences, such as loss
of driving licence; and any loss of right to work in
the UK.

7. Location of work

- 7.1 Your primary location of work is Cliff College.
- 7.2 The location of your work is as agreed on commencement of your employment and referenced in your Main Terms and Conditions of Employment.
- 7.3 We reserve the right as necessary to make alterations to this for the ongoing needs and development of our business, consulting individually with you on any such occasions.

8. Hours of work

Contractual

- 8.1 Your contracted hours of work are specified in your Main Terms and Conditions of Employment.
- 8.2 We operate variable-time arrangements with all employees due to nature of the business operating 7-days a week, in the evenings, at weekends and on public holidays.
- 8.3 This means that you may be required to vary your hours of work, should the need arise.
- 8.4 We reserve the right to implement a short time working arrangement where there is a temporary cessation or reduction in work. See Section 12.

9. Annual leave and public holidays

Contractual

- 9.1 The holiday year runs from 1st January to 31 December for all employees.
- Annual leave entitlement is confirmed in your
 Main Terms and Conditions of Employment.
- 9.3 Your annual leave entitlement is inclusive of public holidays.
- 9.4 All annual leave must be authorised in advance by your Line Manager.
- 9.5 Any annual leave taken without authorisation will be considered unpaid leave and may result in disciplinary action.
- 9.6 Any periods of closure which may require you to use an element of your annual leave will be communicated to you in advance of any statutory obligations.
- 9.7 If you start with us during the year, you will be entitled to a proportion of your full entitlement of paid annual leave calculated on a pro-rata basis and on complete months worked.
- 9.8 If you leave us during the year, you will be entitled to a proportion of your full entitlement of paid annual leave calculated on a pro-rata basis and on complete months worked.
- 9.9 On termination of employment if any annual leave entitlement remains it will be paid to you, or you may be required to use some or all of it during your statutory period of notice.
- 9.10 On termination of employment if annual leave taken exceeds annual leave entitlement a deduction of this amount will be made from any pay owing to you at the time of leaving.

9.11 Any annual leave not taken in the year of accrual cannot be carried forward to the next year and it will be forfeited unless an agreement is reached in advance with your Line Manager.

10. Remuneration

Contractual

- 10.1 Your rate of pay is confirmed in your offer letter and statement of Main Terms and Conditions of Employment.
- 10.2 You are required to sign a copy of your Main
 Terms and Conditions of Employment to confirm
 acceptance of your salary and any other
 specified contractual terms.
- 10.3 Payment is made by credit transfer direct into your bank or building society either monthly or weekly, depending on what is detailed in your Main Terms and Conditions of Employment.
- 10.4 Any change to your bank or building society details should be communicated to your Line Manager at your earliest opportunity.
- 10.5 Any financial remuneration paid to you is processed through normal payroll and is subject to National Insurance and Income Tax contributions.

11. Expenses

Non-contractual

- 11.1 Expenses that are reasonable will be reimbursed on satisfaction of the following conditions:
- 11.1.1 The item/s were authorised by your Line Manager prior to being incurred.
- 11.1.2 The cost incurred was a genuine out of pocket expense incurred in the performance of duties.
- 11.1.3 The claim is fully supported by the appropriate level of authorisation and documentation, and
- 11.1.4 The expense is claimed within two months.
- 11.2 Refer to the Expenses Policy for further information.

12. Short time working and lay off

- 12.1 During periods of lower demand, we may require you work less hours or that you are temporarily suspended from work without normal pay.
- 12.2 All options, including unpaid leave, asking you to take paid holiday entitlement and offering flexible working hours will be considered before putting a short time working arrangement or statutory lay-off pay into place.
- 12.3 We will follow current government guidance when considering this https://www.gov.uk/lay-offs-short-timeworking

13. Time off in lieu (TOIL)

Non-contractual

13.1 TOIL will only be given when approved in advance and where small numbers of hours are worked beyond your normal contracted hours

- however, depending on workloads, this may not always be possible.
- 13.2 You are expected to manage your hours responsibly and not build up TOIL that exceeds 8 hours.
- 13.3 All TOIL must be used within 1-month of when it was accrued, or it will be seen as lost.

14. Flexible working

Non-contractual

- 14.1 You can make a statutory request for flexible working at any time, regardless of service length.
- 14.2 Any such application is for a permanent variation to your hours, time, or place of work, and must be made in writing to us.
- 14.3 You can make two statutory requests in any 12-month period.
- 14.4 There are a number of flexible working arrangements that you can make including part-time working, job sharing, term-time working, fixed term working, working from home, flexible working hours, career breaks, cultural or religious needs and flexible leave.
- 14.5 Refer to our <u>Flexible Working Policy</u> for further information.

We provide theological education and training with a particular focus on mission and evangelism

15. Conflict of interest

Contractual

- 15.1 You are expected to be loyal to our aims and objectives.
- 15.2 You may not engage in any outside activity, which, in our opinion, might interfere with you efficiently carrying out your duties and which may conflict with our interests, or which may in any way compete with our business.
- 15.3 A conflict of interest arises when a personal interest or association could affect your work.
- 15.4 It becomes significant if an independent third party might reasonably take the view that there is a risk that your resultant actions might be affected by the conflict, whether or not they are actually affected. You agree that:
- 15.4.1 If you have a conflict of interest, you will disclose it.
- 15.4.2 Should a conflict develop during your employment you will disclose it.
- 15.4.3 You will avoid taking on any conflicts of interest.
- 15.4.4 You accept that if an undisclosed conflict of interest is discovered during your employment formal action will be taken against you.
- 15.5 You will seek to avoid conflicts of interest and if you find that you have a personal interest in a

matter that you are working on, that you may become involved with, or that you have received an approach about, you agree to declare it immediately.

16. Second jobs and spare time activities

- 16.1 You may not enter into another occupation or employment or conduct any trade or business in your spare time without our written approval.
- 16.2 Approval will not be given for outside work which might interfere with the proper performance of your duties.
- 16.3 You must not engage directly or indirectly in a business that provides the same or a similar services as us.
- 16.4 You should not engage in spare time activities of such a nature or to such an extent as to impair fitness to carry out your employment with us.
- 16.5 Whilst fully supporting your wish to fulfil a role within the volunteer reserve forces, for example as a reservist within the armed forces, this must be carried out in your own personal time and annual leave is required be taken to accommodate any weekday requirements arising from such activities.
- 16.6 Refer to our <u>Second Job</u> and <u>Employing</u>
 <u>Reservists Policy</u> for further information.

17. Pension

- 17.1 If you earn over £10000 per annum, are at least 22-years of age but not yet of state pension age (SPA) and you are working under a contract of employment you are an eligible jobholder and will automatically be enrolled into the workplace pension scheme.
- 17.2 Non eligible jobholders have a right to opt in, and entitled workers have a right to join.
- 17.3 Full details, including your rights, obligations, and contribution rates will be provided by your Line Manager.

18. Appraisal

- 18.1 You will have regular evaluations and appraisals with your Line Manager.
- 18.2 Performance management is critical to our success as our business strategy will amount to nothing unless we actively manage, support and develop you to deliver a consistently high level of performance. Developing you is a key priority, and our performance management tools are designed to provide a simple way of helping you achieve your objectives.
- 18.3 A formal review of performance is held, at least, annually. This review involves a formal review of your past 12-months' performance against key objectives, along with the identification of new objectives for the next 12-months.

- 18.4 In addition to the annual review, regular reviews would be held throughout the year to check on progress and discuss challenges or concerns.
- 18.5 Refer to our <u>Appraisal Performance Policy</u> for further information.

19. Supervision and training

- 19.1 You have the right to regular supervision and communication with your Line Manager throughout your employment. Similarly, as changes in job practices occur, it will be necessary to supplement or update your knowledge and existing skills in order that our evolving and developing strategic objectives can be achieved.
- 19.2 Considering this, you are required to attend any and all training that is organised for you.

20. Statutory sick pay

- 20.1 Statutory Sick Pay (SSP) is assessed on qualifying periods of National Insurance contributions and if you qualify you will be paid in line with Government regulations.
- 20.2 For further information visit: www.gov.uk/statutory-sick-pay.
- 20.3 Payment of SSP will be made if all internal sickness reporting procedures are followed.
- 20.4 We operate a supplementary occupational sick pay scheme details of which are in your main terms and conditions of employment.
- 20.5 Refer to our policies on <u>short-term</u> and <u>long-</u> term sickness absence for further information.

21. Time off without pay

Non-contractual

- 21.1 Time off without pay for reasons not specifically referenced in this handbook or supporting policies, and that are not mentioned in your Main Terms and Conditions of Employment, may be allowed in special circumstances but must be discussed and agreed in advance with your Line Manager.
- 21.2 Any extended period of time off without pay that is agreed between you and your Line Manager will be on the understanding that we cannot guarantee the same job and salary on your return to work.

22. Absences

Non-contractual

- 22.1 We are sympathetic to genuine cases of illness or other situations which might make an absence from work unavoidable.
- 22.2 All absences are managed through our shortterm and long-term sickness absence policies, and we reserve the right to investigate persistent short- or long-term absences that are or have the potential to become problematic.

- 22.3 Refer to our policies on <u>short-term</u> and <u>long-</u> term sickness absence for details.
- 22.4 In the case of urgent domestic distress or upheaval or for urgent exceptional personal circumstances, and in normal circumstances, you will be expected to use any holiday leave they have remaining. Alternatively, you have a right to reasonable time off without pay to deal with domestic emergencies but must consult with your Line Manager as soon as possible.
- 22.5 Refer to our <u>Time off for Dependents Policy</u> for further information.
- 22.6 Time off to attend routine Doctor or Dentist appointments does not constitute a domestic emergency and you are expected to arrange appointments before or after working hours, where possible. Failure to provide reasonable notice where this is not practical will automatically result in the absence being recorded as unauthorised.
- 22.7 Time off to attend optician appointments during working hours with opticians funded by us under Health & Safety legislation will be paid leave.

 Appointments made that are not within Health & Safety legislation will not attract paid leave.
- 22.8 Refer to the <u>Eye and Eyesight Testing Policy</u> for further information.

23. Lateness

Non-contractual

- 23.1 If you are unexpectedly delayed and cannot arrive before your contracted start time you should contact your Line Manager providing an explanation and an expected time of arrival. Do not send an email, text or social media message.
- 23.2 On your arrival at work you should advise your Line Manager immediately. At your Line Managers discretion, you may be required to work additional time on the same day or another day to compensate for the lateness.
- 23.3 Failure to arrive at the contracted start time on a regular basis will result in an investigation and potential disciplinary action to be taken.

24. Bereavement leave

- 24.1 In the event of the death of a spouse, partner, child, parent, or a dependent relative, and at the discretion of your Line Manager, a period of compassionate leave may be granted.
- 24.2 This will be assessed on an individual basis as to the length of time and as to whether this will be paid or unpaid.
- 24.3 Refer to our <u>Supporting Bereaved Employees</u>
 <u>Policy</u> and/or our <u>Compassionate Leave Policy</u>
 for further information.

25. Leave for public duties

- 25.1 You are entitled to reasonable time off without pay for public duties.
- 25.2 Such requests must be made in writing and in advance of the potential commitment so as to avoid business disruption. In cases of jury service, it is expected you will claim loss of earnings and any subsistence, travel or other expenses from the court.
- 25.3 Refer to our <u>Jury Service</u>, <u>Time off for Public</u>

 <u>Duties</u>, and/or <u>Employing Reservists</u> Policies for further information.

26. Maternity, paternity, adoption and shared parental leave, pay and associated issues

- 26.1 We operate a range of 'family friendly' policies including maternity, paternity and adoption leave rights in accordance with current legislation and your statutory rights.
- 26.2 For details refer to our Maternity Leave, Paternity Leave, Shared Parental Leave (Adoption),
 Shared Adoption Leave (Birth), Adoption Leave (UK) and Adoption Leave (Overseas) Policies.

27. Career breaks

- 27.1 Career break requests will be considered on a case-by-case basis. Applications must be submitted in writing to your Line Manager.
- 27.2 If you are granted a short career break, we will, wherever possible, guarantee you the same job and salary on your return to work.
- 27.3 Refer to our <u>Career Breaks</u> Policy for further information.

28. Trade union membership and recognition

- 28.1 It is your legal right to belong to a registered Trade Union of your choosing.
- 28.2 Whilst we have no formal recognition agreement in place with any trade union, we encourage you to seek support when you feel it necessary.
- 28.3 You may be accompanied by a Trade Union at formal meetings, where a statutory provision exists or where policy describes.

29. Health & safety

- 29.1 You are responsible for taking reasonable care for the health and safety of yourself and others who will be affected and involved by your work and from your actions, and you are required to co-operate with us in complying with our statutory duties.
- 29.2 You must comply with the Health and Safety policy and all associated procedures in place and use and take reasonable care of any and all equipment provided for your use.
- 29.3 If you have a health or medical condition that may have the potential to affect your ability to undertake your duties or that could impact or

affect those around you, you must disclose it to your Line Manager immediately.

30. Smoking and vaping

- 30.1 We believe that smoking and vaping are hazards to health and seek to protect you from such, so far as practical. A no smoking and no vaping policy is in effect throughout your workplace, including both internal and external areas, and your adherence to this is mandatory.
- 30.2 All breaches will be deemed an environmental health and safety risk and be subject to formal proceedings.
- 30.3 Refer to our <u>Smoking Policy</u> for further information.

Historically, Cliff was a Methodist training college for those wishing to engage in mission and evangelism

31. Contact with the media

Contractual

- 31.1 Unless a prerequisite of your role you are not permitted to speak to any journalist or media outlet without the prior approval of the Principal.
- 31.2 Any enquiry from a journalist (newspaper, online, television, radio, trade publication, etc) must be referred to your Line Manager.
- 31.3 If, for any reason and in whatever circumstances such contact takes place without being referred to your Line Manager and without the approval of the Principal, the discussion must be reported as soon as possible after the event.
- 31.4 You must gain prior approval from the Principal or your Line Manager before participating in any public event where there could be journalists in attendance, or before agreeing to participate in any media event.
- 31.5 Any deviation from this policy may result in disciplinary action being taken against you.

32. Social media and public comment

- 32.1 You are responsible for your words and actions and should be aware at all times of your surroundings and audience when offering opinions about us or our business. You must be conscious of the context in which your words are or may be taken.
- 32.2 You must not make comment or provide a quote on our behalf that suggests it is representative of the College's position in any matter without the prior approval of the Principal.
- 32.3 Inflammatory, negative, brand or reputational damaging and detrimental comments about us that you post via any social media or networking channels, be those personal or business-related

- accounts, including email and text messages, will result in formal action being taken.
- 32.4 Refer to our <u>Social Media Usage Policy</u> for further information.

33. Dress and appearance

- 33.1 The clothes that you wear make a statement about who you are and reflect on our brand.
- 33.2 Keep this in mind when making choices and consider if what you are wearing will create a positive impression of you and of us.
- 33.3 Refer to our <u>Dress and Appearance Policy</u> for further information.

34. Drug and alcohol policy

- 34.1 We promote a culture where drug and alcohol misuse are discouraged. If you are experiencing problems with drugs or alcohol, you are encouraged to seek help for which appropriate agency signposting will be provided.
- 34.2 Incapacity at work through alcohol or being under the influence of alcohol or illegal drugs may be considered gross misconduct.
- 34.3 So too will the supply, production or possession of illegal substances whilst on our premises, or whilst engaged on business at other venues.
- 34.4 Refer to our Alcohol and Substance Use Policy for further information.

35. Fire safety

- 35.1 You will be inducted on fire safety procedures at all our premises.
- 35.2 On any occasion that you are required to visit external venues it will be your responsibility to familiarise yourself with their site-specific procedures and protocols, including reporting and evacuation.

36. Dignity at work

- 36.1 We are committed to the elimination of harassment in the workplace, which is a form of discrimination, and behaviour that discriminates or disadvantages on the grounds of a protected characteristics as outlined in the Equality Act 2010, is unacceptable.
- 36.2 We will act against anybody to end discriminatory behaviours, of any sort.
- 36.3 A complaint of harassment should be taken to your Line Manager who will make every effort to secure a satisfactory resolution, either through informal means or formally through the grievance procedure.
- 36.4 Complaints will be handled in confidence and be reassured that there will be no personal repercussions if you bring a case of harassment to our attention.
- 36.5 Refer to our <u>Anti Bullying</u> and <u>Anti-Harassment</u> Policies.

37. Vaccine policy

- 37.1 As a responsible employer we have a duty to ensure that we consider the safety of all employees, so far as practicable, whilst considering the most up to date and relevant legislation, guidance and recommended best practice with regards vaccinations.
- 37.2 At this time you are not required to have a vaccination to attend work however should a vaccination become a mandatory requirement our guidance, in line with Government policy, may be subject to change.
- 37.3 Refer to our <u>Infectious Diseases Policy</u> for further information.

38. Company vehicles

38.1 Refer to our Company Vehicle Policy for further information.

39. Mobile phones, etc

Contractual

- 39.1 If you are provided with a company mobile phone and/or device it is to be used for business purposes only. If the mobile phone or device is used for private purposes, we may at any point require that you reimburse the cost of this usage.
- 39.2 The phone and/or device must be kept secure at all times. In the event of theft, you should notify your Line Manager immediately.
- 39.3 The phone and/or device are provided based on business need and must be returned on request or on your last day of employment.
- 39.4 It is a criminal offence for you to drive whilst using a handheld phone in the UK. Under no circumstances do we require you to use a mobile phone whilst driving. This applies whilst:
- 39.4.1 driving on business irrespective of whether the vehicle or the mobile phone is provided by us
- 39.4.2 and driving for pleasure in a company vehicle irrespective of whether the mobile phone is provided by us.

40. Use of IT and the internet

- 40.1 You are expected to access IT resources responsibly and not take unreasonable advantage of access to the internet or any equipment provided.
- 40.2 You should only access and use IT equipment and systems for the express purpose that they have been given access.
- 40.3 If you access systems outside of these express purposes you may be subject to disciplinary action and such access may be treated as gross misconduct.
- 40.4 Disciplinary action will be taken against you if you access pornographic or other unacceptable sites, including political sites that go against our culture and values, on our equipment, or through our network.

40.5 Emails should be treated like any other document for the purpose of storage, retention, circulation and deletion. You should apply the test of legitimate interest in consideration of both the General Data Protection Regulation 2016 and the Data Protection Act 2018.

Today our student body is both lay and ordained and from a range of denominational backgrounds

41. Fundraising for other organisations

41.1 If you fundraise for other organisations in your spare time, you do so at your own risk and on the absolute understanding that there will be no association with us and that we will not normally contribute resources or gifts.

42. Right to search

- 42.1 It remains a requirement of your employment that on the request of the Principal or a person delegated by the Principal you submit to a search of all baggage, personal items, desk, and, if felt appropriate your vehicle.
- 42.2 If unauthorised possession of property belonging to us or another employee or other third party is discovered during any search you will be subject to further investigation, which may lead to disciplinary action and the matter may be reported to the police.
- 42.3 In exceptional circumstances we reserve the right to search your belongings held on our premises without your prior notification.
- 42.4 Refer to our Stop and Search Policy for details.

43. Your property

43.1 We do not accept liability for the loss or damage to your property brought on to any of our premises or whilst you are visiting premises on our behalf.

44. Violence at work

- 44.1 Whilst extremely rare in occurrence we consider the risk of work-related violence to be a serious matter and try to take all reasonable steps to reduce risks from violence.
- 44.2 Should you demonstrate, suggest or threaten violence towards an employee, customer or visitor proportionate measures will be taken after investigation which may include dismissal.
- 44.3 Similarly, should you be faced with the suggestion of or actual violence from any third party whilst at work we commit to take proportionate action.
- 44.4 Refer to our <u>Violence and Aggression at Work</u>
 <u>Policy</u> for details.

45. Lone working

- 45.1 We will avoid the need for you to work alone where reasonably practicable however this is not always possible.
- 45.2 Where lone working is necessary, we will take all reasonable steps to ensure your health and safety including undertaking an initial risk assessment so that any necessary arrangements are put in place prior to lone working starting. Following this regular risk assessments will be performed to evaluate, mitigate, and discover risks.
- 45.3 Refer to our Lone Working Policy for details.

46. Risk assessments

- 46.1 We carry out general workplace risk assessments periodically and, on occasion, in reaction to issues and concerns that are brought to our attention.
- 46.2 Wide ranging, their primary use is to assess the risk to health and safety of employees, visitors and other third parties as a result of our activities, and to identify any measures that need to be taken to control these risks.
- 46.3 Your cooperation and support with these, as requested and directed, is mandatory.

47. Accidents and first aid

- 47.1 All accidents, incidents and near misses should be reported using the Accident Investigation Policy, which includes reporting obligations and requirements under the Reporting of Injuries, Diseases, and Dangerous Occurrences Regulations 2013. (RIDDOR).
- 47.2 Details of first aid facilities, first aiders and reporting procedures and protocols are displayed throughout staff areas.
- 47.3 It is your responsibility to familiarise yourself with these procedures and protocols.
- 47.3 All accidents and injuries at work, however minor, should be reported to your Line Manager and recorded in the accident book.

48. Anti bribery, corruption, and fraud

- 48.1 You are not to give or receive a bribe or participate in any other form of corrupt practice (such as theft, fraud, conspiracy to defraud, blackmail, participation in a criminal organisation and money laundering).
- 48.2 Any breach of this will be regarded as extremely serious and will result in disciplinary action being taken including, where appropriate, dismissal.
- 48.3 In law there is no specific offence of fraud; many of the offences referred to as fraud are covered by the Theft Acts of 1968 and 1978. The term is used to describe such acts as deception, bribery, forgery, extortion, theft, conspiracy, embezzlement, misappropriation, false

representation, concealment of material facts and collusion. For practical purposes fraud may be defined as the use of deception with the intention of obtaining an advantage, avoiding an obligation, or causing loss to another party. After investigation we may take legal and disciplinary action where it is considered appropriate.

- 48.4 Should you undertake, be a part of, or be suspected of any involvement with any of the above actions formal action will be taken and we may at any point during our investigations refer the matter to the police or other legal, legislative or regulatory body as appropriate.
- 48.5 You should assist in any investigations we or any externally appointed organisation undertake by making available all relevant information on request.
- 48.5 Proportionate steps will be taken to recover any losses resulting from a proven fraud which may at our discretion include civil action.

49. Gratuities and gifts

- 49.1 You may not without the express and prior written consent of the Principal accept any gift or favour of any kind from a prospective or current client, supporter, supplier, or third party.
- 49.2 Where gratuities are received you must notify and declare this to your Line Manager immediately and, if appropriate, HMRC.

50. Deductions

Contractual

- 50.1 We reserve the right at any time during, or in the event of termination, to deduct any overpayment made or monies owed to us by you direct from your wages or salary.
- 50.2 We may deduct wages or other sums from you at any time provided that we give prior notice of our intention to do so. Examples include but are not exhaustive to:
- 50.2.1 overpayments of holiday pay or salary.
- 50.2.2 outstanding loans or advances.
- 50.2.3 any shortfall in takings or collections in respect of monies that belong to us that were handed directly to you by a third party, and
- 50.2.4 any missing or damaged stock or property as a result of your negligence.
- 50.3 Any sums outstanding (including, for example, any loans we made to you) will become immediately due and payable on termination of your employment unless other arrangements have been made with you and confirmed in writing by the Principal.
- 50.4 We reserve the right to recover any sums owed by you to us by legal means.

51. Redundancy

51.1 Following appropriate consultation and in line with current employment legislation we reserve

- the right to make redundancies where necessary and offer redundancy pay based on statutory provisions.
- 51.2 Refer to our <u>Redundancy Guidelines Policy</u> for details.

52. Disciplinary procedure

Non-contractual

- 52.1 The policy exists to promote fair and equitable treatment when you or other employees conduct, or behaviour is a potential cause for concern and is designed to help maintain an appropriate standard of behaviour and conduct whilst ensuring a fair and consistent process.
- 52.2 Refer to our <u>Disciplinary Procedure</u> for details.

53. Grievance procedure

Non-contractual

- 53.1 We are committed to promoting effective working relationships within an environment where you genuinely feel able to resolve work-related issues and seek resolution at the most appropriate level.
- 53.2 It is a requirement that you cooperate in the resolution of grievances, regardless of the level of your involvement.
- 53.3 The procedure is designed to encourage communication and to ensure questions, problems and misunderstandings which arise during the course of your employment can be aired and, where possible and appropriate, be resolved quickly, to the satisfaction of all.
- 53.4 Refer to our <u>Grievance Procedure</u> for details.

54. Equality and diversity

- 54.1 We try to recruit and maintain a workforce that represents the communities we support.
- 54.2 This means we pro-actively try and bring people together in the business that may have different backgrounds, identities and lived experiences.
- 54.3 Under the Equality Act 2010 it is illegal to harass or discriminate against someone due to race, sex, disability, religion or belief, sexual orientation, age, gender transitioning, marriage or civil partnership or pregnancy and maternity.
- 54.4 We encourage respectful curiosity about diversity to help discuss issues of difference, to learn and educate, but we commit to taking strong, swift and robust actions if it is brought to our attention that anyone is being bullied or harassed or having their quality of life at work compromised on the basis of protected characteristic or other aspect of their identity.
- 54.5 We believe that equality and diversity is everyone's business and ask that everyone is vigilant and challenges, with respect, harassment, bullying or 'banter' that is stigmatising wherever and whenever they see it.

54.6 Refer to our <u>Equal Opportunities Policy</u> for details.

55. Confidentiality

Contractual

- 55.1 Both during your employment with us and at all times after the termination of such employment, you shall not (except in the proper performance of your duties or unless required by law) use, copy, divulge or communicate, or cause, or procure, to be used by or copied, divulged or communicated to any person, firm, company or organisation any trade secrets or confidential information belonging to us or an associated company which you shall have obtained at any time during your employment with us, including (but not limited to):
- 55.1.1 Details of our or any associated company's actual or potential customers (including a database or other compilation giving the identity of such customers, their address or email address or telephone number or any individual point of contact).
- 55.1.2 Any prices or other terms of business negotiated or being negotiated between us or any associated company and any actual or potential customer.
- 55.1.3 Our opportunity or any associated company's reason for carrying out business with any actual or potential customer.
- 55.1.4 Our or any associated company's marketing strategy for our current, existing or future products or services.
- 55.1.5 The existence or details of products, services or strategies developed but not yet launched by us or any associated company.
- 55.1.6 The requirements of any actual or potential customer for our or any associated company's products or services.
- 55.1.7 Any contact list or other compilation giving the identity of employees and contact and identifying information outside of the details within this handbook.
- 55.2 Clause 55.1 shall not apply to information or knowledge already in the public domain, or which comes into the public domain by means other than by your breach of such clause.
- 55.3 You are not prevented by this condition in making a protected disclosure under the Public Interest Disclosure Act 1998.
- 55.4 It is of vital importance for us that you maintain confidentiality where necessary. Therefore, any breach of this provision will be regarded as gross misconduct and may lead to your summary dismissal.
- 55.5 Dependant on your role, and at any time during your employment, you may be required to sign a stand-alone agreement covering post termination areas that are not exhaustive to non-

compete, non-solicitation, conflict of interest and non-interference.

56. Employee non-disclosure agreement

- 56.1 You may from time to time have access to confidential information, ideas and property that are wholly owned by us. Should they be disclosed without our express authority or consent they may be a cause for reputational, financial and brand damage.
- 56.2 Dependant on your role, it may be a requirement that you sign a stand-alone non-disclosure or restrictive covenant agreement that will be effective for the duration of your period of employment and for up-to twelve months after your employment has ended.

We offer full-time and part-time undergraduate and postgraduate courses on campus and online

57. Data Protection

Contractual

- 57.1 We are committed to protecting the privacy and security of your personal information. The privacy notice (available separately) describes what information about you we collect, how it is collected, how it is used and on what legal basis, what third parties receive it and how you can contact us in relation to it.
- 57.2 We recognise the importance of ensuring the security and privacy of your personal data and will do so in accordance with the principles as set out in the Data Protection Act 2018. You are required at all times during your employment to comply with the provisions of the Data Protection Act 2018 and with any policy introduced by us to comply with the Act.
- 57.3 In complying with data protection you acknowledge and agree that personal data relating to you, which has been or is in the future obtained by us, may be held and processes by us (either electronically or manually) for any purpose relating to the administration, management, and operation of your employment. This agreement also extends to the holding and processing of your personal data in relation to our legal obligations or business needs and may include, but is not limited to:
- 57.3.1 Administering/maintaining personnel records.
- 57.3.2 Paying and reviewing salary and other benefits.
- 57.3.3 Providing and administering benefits.
- 57.3.4 Undertaking performance appraisals and reviews
- 57.3.5 Reviewing your work history and making overall performance assessments.
- 57.3.6 Maintaining sickness and absence records.

- 57.3.7 Taking decisions as to your fitness for work.
- 57.3.8 Providing references and information to future employers, and if necessary, governmental and quasi-governmental bodies for social security and other purposes, and the Inland Revenue.
- 57.3.9 Completing and submitting timesheets.
- 57.3.10 Monitoring equal opportunities.
- 57.3.11 Sensitive personal data relating to your racial or ethnic origin (including your country of birth and nationality) health or any medical conditions or disability which you may have, or relating to your religious or other beliefs, or proceedings or alleged offences concerning you.
- 57.4 We will not transfer your personal data to countries outside of the EEA unless:
- 57.4.1 The destination country has been designated as providing adequate protection by the European Commission.
- 57.4.2 The destination country is the US, and the recipient has signed up to the "safe harbour" principles.
- 57.4.3 We have told you about the transfer and you have agreed.
- 57.4.4 The transfer is to an organisation that acts only as a processor and the required controller-processor contract is in place; or
- 57.4.5 Steps have been taken to ensure that, taking account of all the circumstances of the transfer and the Information Commissioner's guidance on international transfers, adequate protection is provided in other ways.
- 57.5 If you gain access to personal data regarding anyone internal or external without authority and use this information in an inappropriate or unlawful or way, we will deal with the matter using the disciplinary policy. Such access and misuse may also be a criminal offence.
- 57.6 Should you wish to make a request to see the personal data held by us on your employee file you should make an application in writing to the Principal, A copy of the data held will be provided to you within one month of us receiving the request.

58. Limits of authority

- 58.1 Dependent upon your role you may have levels of authority to commit us to elements of expenditure. Where permitted to authorise such expenditure it applies only within the conditions and limits that are issued in writing to you and approved by your Line Manager.
- 58.2 You can only make commitments, disclose price or commercially sensitive information to a third party, sign any contract or agreement, vary any terms of business, or agree any discounts on our behalf if you have the written authority of the Principal.
- 58.3 You are only allowed to entertain or divulge your personal contact details to any client, supplier,

- or temporary worker with the express authorisation of the Principal.
- 58.4 Should you undertake any of the above actions without the appropriate authority it will be treated as gross misconduct.

59. Whistleblowing

- 59.1 The Whistleblowing Policy exists to provide protection if you raise a legitimate concern about a specified matter (known as a "qualifying disclosure") that is made in the public interest if you have a reasonable belief that a criminal offence, miscarriage of justice, an act creating a risk to health & safety, an act causing damage to the environment, a breach of any other legal obligation, or the concealment of any of the mentioned, is being, or is likely to be committed.
- 59.2 Refer to our Whistleblowing Policy for details.

60. Severe Weather and Transport Disruption

- 60.1 We recognise that on the rare occasions of severe weather and public transport disruption you may face difficulties travelling to/from work.
- 60.2 Refer to our <u>Severe Weather and Transport</u>
 <u>Disruption Policy</u> for details.

61. Obtaining Medical Records

- 61.1 There may be occasions when we consider it necessary to obtain a medical report on your health or a medical condition.
- 61.2 Refer to our <u>Obtaining Medical Records Policy</u> for details.

62. Use of CCTV

- 62.1 CCTV operates throughout our premises.
- 62.2 Refer to our Use of CCTV Policy for details.

63. Menopause

- 63.1 As a responsible employer we are committed to creating an open and supportive culture and we want you to feel comfortable speaking about how menopause related symptoms may be affecting you at work.
- 63.2 Refer to our Menopause Policy for details.

64. Volunteering for Us

- 64.1 A volunteer is a person who gives freely their time, skills and experience without expectation of financial reward.
- 64.2 Volunteers are not covered by this handbook.
- 64.3 Refer to our Volunteering Policy for details.

65. Alterations and additions

65.1 The provisions and contents of this handbook and of your Main Terms and Conditions of Employment (Contract of Employment) may be altered by us as occasion requires or legislation changes. Such legislative changes that are

- mandatory on us will be deemed to take effect as at the effective date of the legislation change.
- For other proposed alterations or additions, we will inform and consult with you as required.
- 65.3 You will be notified in writing of any agreed alterations.

66. Consultation

- 66.1 We are committed to the principles and legal requirements of consulting with you on organisational decisions and change processes that may result in substantial changes to your terms and conditions of employment.
- 66.2 Consultation will be fair and proportionate to the proposed change and follow recommended and statutory guidelines.

67. Safeguarding

- 67.1 We are committed to safeguarding and promoting the welfare of children and young people and expect all staff and volunteers to share this commitment.
- 67.2 Refer to our <u>Safeguarding Policy</u> for further information.

68. Wellbeing

68.1 Refer to our Wellbeing Policy for further information.

Alongside our courses we have a busy Conference Centre and an exciting annual Festival of word and music

69. Prevent

- 69.1 Section 26 of the Counter Terrorism and Security Act 2015 places a statutory duty on certain bodies, including Higher Education Institutions, in the exercise of their functions to have 'due regard to the need to prevent people from being drawn into terrorism' this is known as the Prevent Duty.
- 69.2 We are strongly committed to the principle of freedom of speech and expression, and we foster an environment where everybody can participate fully in College life, and where everybody feels confident and able to research, question and test received wisdom, and to express new ideas without fear of isolation, marginalisation or discrimination.
- 69.3 Equally, we expect everybody to receive and respond to intellectual and ideological challenges in a constructive and peaceable way. We acknowledge our statutory duties in protecting people from "radicalisation", which, in this context, means being drawn in by others to support terrorism, or to commit acts of terrorism.

- 69.4 We have detailed policies for the management of internal and external college events, which include procedures for booking, and the risk assessment of such events.
- 69.5 The following activities shall not be permitted:
- 69.5.1 Speeches or activities directly or indirectly promoting violence or which may promote or advance the radicalisation of College members (in this context 'radicalisation' refers to the act of inciting others to support terrorism or commit acts of terrorism).
- 69.5.2 The presence of any speakers, visitors, or guests whose influence or activity, in the view of the College, carries a reasonable likelihood of risk to the health or safety of any College member(s) and/or any member(s) or of the general public.
- 69.5.3 Activities of any kind which disregard the safety of participants and/or onlookers.
- 69.6 Key staff members undertake Prevent Training to increase their awareness of the risks of radicalisation and the signs that may be observed. In general, staff should be aware of changes that they may see in a student's or a colleague's behaviour. If you are in doubt, please report it and let others make the decision.

Useful links:

For information, and in alphabetical order

- **70.** About Cliff College
- **71.** Community Life
- **72.** Our History
- 73. Prayer and Worship at Cliff
- **74.** Privacy Policy
- 75. Salary Scales and Grading
- 76. What We Believe
- **77.** Who's Who?

Other Useful Policies:

- 78. <u>Appraisal Performance Policy</u>
- 79. <u>Assistance Dogs at Work Policy</u>
- 80. Neurodiversity Policy
- 81. Personal Relationships at Work Policy
- **82.** Political Activity at Work Policy
- 83. Recording of Meetings Policy
- 84. Recruitment Policy
- **85**. Religious Observance at Work Policy
- **86.** Supporting Staff who are Foster Carers Policy
- 87. Supporting Staff Experiencing Domestic Abuse
- 88. Transgender Equality Policy

WHAT'S WHERE

About Cliff	13	70	Limits of Authority	12	58
Absences	6	22	Location of Work	4	7
Acceptance	3	1	Lone Working	9	45
Accident Reporting	9	47	Making Public Comment	7	32
Adoption Leave	9 7	26	Maternity	7	26
Annual Leave	4	9	Medical Records	12	61
Appraisal	5	18	Menopause	12	63
Assistance Dogs	3 13	79	Neurodiversity	13	80
Bereavement Leave	6	24	Non-Disclosure Agreement	11	56
Bribery, Corruption & Fraud	9	48	Onboarding	3	3
Bullying & Harassment	8	36	Paternity	7	26
Career Breaks	7	27	Pension	5	17
CCTV	, 12	62	Prevent Duty	13	69
Change of Details	3	6	Privacy Policy	13	74
Change of Terms	13	66	Probationary Period	3	2
Community Life at Cliff	13	N/A	Public Comment	7	32
Company Equipment	8	39	Redundancy	10	51
Company Vehicles	8	38	Religious Observance	13	85
Compassionate Leave	6	24	Remuneration	4	10
Confidentiality	11	55	Right to Search	9	42
Conflict of Interest	5	15	Risk Assessments	9	46
Consulting with You	13	66	Safeguarding	13	67
Data Protection	11	57	Secondary Employment	5	16
Deductions from Pay	10	50	Severe Weather Disruption	12	60
Dignity at Work	8	36	Shared Parental Leave	7	26
Disciplinary Procedure	10	52	Short Time Working	4	12
Dress Code	8	33	Sick Pay	6	20
Drug & Alcohol Use	8	34	Social Media Use	7	32
Equality & Diversity	10	54	Smoking and Vaping	7	30
Equal Opportunities	10	54	Spare Time Activities	5	16
Expenses	4	11	Supervision	6	19
Fire Safety	9	47	Time off in Lieu (TOIL)	4	13
First Aid	8	35	Time off without Pay	6	21
Fixed Term Contracts	3	5	Trade Unions	7	28
Flexible Working	5	14	Training	6	19
Fundraising for Others	9	41	Undertaking Public Duties	7	25
Gifts & Gratuities	10	49	Use of IT and the Internet	8	40
Grievance Procedure	10	53	Vaccine Policy	8	37
Health & Safety	7	29	Variation of Hours	12	65
Hours of Work	4	8	Violence in the Workplace	9	44
Induction	3	3	Volunteers	12	64
Job Description	3	4	Whistleblowing	12	59
Lateness	6	23	Who's Who at Cliff	13	77
Lay Offs	4	12	Your Property	9	43
,					