



ASHBOURNE

Independent Sixth Form College Kensington

STAFF HANDBOOK
PART 2

POLICIES AND PROCEDURES

Contents

1. Sickness policy	3
2. Adoption leave and pay policy	4
3. Maternity policy	8
4. Paternity leave and pay policy	12
5. Domestic incident leave policy	16
6. Parental leave policy	17
7. Flexible working policy	18
8. Capability procedure	20
9. Disciplinary rules	23
10. Disciplinary and dismissal procedure	25
11. Grievance procedure	29
12. Ashbourne's pension policy	31

1. Sickness policy

1. **Sick pay:** Subject to the provisions of this policy and provided you comply with the notification requirements, if you are unable to work because you are ill you will be entitled to receive sick pay in accordance with the Statutory Sick Pay scheme.
2. **Notification:** Should you be absent on account of illness, injury or other disability you must advise the Director of Studies or Assistant Directors of Studies as soon as possible and by no later than 9.00 am on the first day of absence giving the reason for your absence and its likely duration. Thereafter you are required to keep the College regularly updated.
3. **Self-certification:** You shall, if absent for seven calendar days or less, immediately on returning to work complete a Self-certification Form covering each day of absence.
4. **Medical certificate:** You shall, if absent for more than seven calendar days, provide the College with a medical certificate from your general practitioner on the eighth day of absence stating the reasons for absence and provide certificates to cover any subsequent periods of absence.
5. **Conduct whilst away from work:** If you are absent from work you will be expected to behave in a manner appropriate to your illness or disability. You will not be entitled to undertake any other form of paid employment or participate in any activity (of a sporting nature or otherwise) that could have an adverse effect on the speed and success of your recovery. The College reserves the right to make contact with you during any period of absence
6. **Infectious diseases:** If you reside in a house in which another person is suffering from an infectious disease, you shall notify the College at once and take such precautions as may be prescribed. You may be asked not to attend work where there is a risk that this could spread the infection. This period of absence will count towards your sick pay entitlement.
7. **Suspension of sick pay:** If the College believes after an appropriate investigation that the reason for your absence is due to your

misconduct or you have not observed the provisions of this policy or you have slowed your recovery by your behaviour, you may no longer be entitled to sick pay.

8. ***Injury caused by others:*** If you are unable to work because of an accident or other action caused by another person, any compensation you receive from that person or their insurers relating to earnings for which the College has already paid you as sick pay shall be repaid by you to the College.

2. Adoption leave and pay policy

1. ***Purpose:*** This policy is intended to provide guidance on your statutory entitlement to adoption leave and pay.

Notification requirements

2. ***Notification:*** You must inform the College within seven days of receiving notification from the statutory adoption agency of being matched with a child (the Agency Notification) that you intend to take adoption leave. The College may require you to produce evidence of a child being placed with you.
3. ***Information from the College:*** Following receipt of your notification, the College will write to you within 28 days indicating the date on which your entitlement to adoption leave will end.

Adoption leave

4. ***Entitlement:*** Provided you have been continuously employed by the College for 26 weeks at the time you receive the Agency Notification and you comply with the notification procedures above, you will be entitled to 26 weeks Ordinary Adoption Leave (**OAL**) and 26 weeks Additional Adoption Leave (**AAL**). AAL begins the day after your OAL ends.
5. ***Commencement of leave:*** You will be entitled to begin your OAL up to 14 days before the date on which the child is expected to be placed with you. You may not start your OAL after the date on which the child is placed with you.

6. **Variation:** You may vary the date on which you begin your OAL provided that you notify the College in writing at least 28 days before the new date you wish to begin your OAL.

Additional adoption leave (AAL)

7. **Entitlement:** If you are entitled to OAL you will also be entitled to an additional period of 26 weeks AAL beginning the day after your OAL ends. The College will inform you of the date on which your AAL period will end should you decide to take AAL within 28 days of you notifying the College of your intention to take OAL.

Keeping in touch

8. **Informal discussion:** Before your adoption leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.
9. **Keeping in touch days:** You may work (including attending training) for up to ten days during your adoption leave without bringing your adoption leave or Statutory Adoption Pay to an end. The arrangements, including pay, can be set by agreement between you and the College.
10. **Before you return:** Shortly before you are due to return to work, the College may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may include updating you on any changes that may have occurred, discussing any necessary training and any changes to working arrangements.

Return to work

11. **Notification:** The College will inform you of the date on which your AAL period will end (should you decide to take AAL) within 28 days of you notifying the College of your intention to take OAL. If you wish to return to work before the end of your AAL, you must notify the

College in writing at least eight weeks before you expect to return to work. A failure to notify the College could mean that your return to work is postponed.

12. **Return from OAL:** You will be employed in the same position upon your return to work from OAL that you occupied before your leave period began. You will be entitled to return on the same terms and conditions of employment as if you had not been absent.
13. **Return from AAL:** You will normally be entitled to return to the same position upon your return to work from AAL that you occupied before your leave period began. If this is not reasonably practicable, you will be redeployed to a job, which is suitable for you and appropriate for you to do in the circumstances. You will be entitled to return on terms and conditions no less favourable than you would have been entitled had you not been absent.
14. **Disrupted placement:** Where you have already commenced your leave and the child is subsequently not placed with you or the placement ends, your entitlement to adoption leave shall end either eight weeks after the week in which you received notification that the child is not to be placed with you the placement ends or at the end of your AAL whichever is sooner.

Statutory adoption pay (SAP)

15. **Entitlement:** You will be entitled to SAP provided that you have been continuously employed by the College for 26 weeks as at the week you receive the Agency Notification (even if your employment is terminated for any reason after this date) and provided that you make National Insurance contributions. You will not be entitled to SAP if you have chosen to receive Statutory Paternity Pay or your spouse has chosen to receive SAP.
16. **Commencement:** Your entitlement to SAP will begin when you commence your OAL.
17. **Duration:** You will receive SAP for the first 39 weeks of your adoption leave period. The remainder of your AAL will be unpaid.

18. **Rate:** SAP is paid at the prescribed rate set by the government for the relevant tax year.
19. **Losing your entitlement:** You will lose your entitlement to SAP if you commence working for another employer during your adoption leave, whether on a part time or full time basis. You will not be entitled to SAP if you are entitled to statutory sick pay or the child placed for adoption with you reaches 18 years of age.

Adopting more than one child

20. **Entitlement:** Where you adopt more than one child as part of the same arrangement, your entitlement to leave and SAP under this policy shall remain unchanged.

Deciding not to return

21. **Notification:** If you do not intend to return to work, or are unsure, it is helpful if you raise this as early as possible. If you decide not to return you should give notice of resignation in accordance with your employment contract. The amount of adoption leave left to run must be at least equal to your contractual notice period, otherwise you may be required to work for the remainder of the notice period. Once you have given notice, you cannot change your mind without our agreement. This does not affect your right to receive SAP.

Returning to work part-time

22. **Requests:** The College will deal with any requests by employees to change their working patterns (such as working part-time) after adoption leave on case-by-case basis. There is no absolute right to insist on working part-time, but we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the organisation. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our flexible working procedure.

3. Maternity policy

Introduction

1. **Purpose:** This policy is intended to provide guidance on your statutory entitlements and the College's position in respect of maternity leave and pay.

Notification requirements

2. **Notification:** Please inform the College as soon as possible that you are pregnant. This is important as there may be health and safety considerations. Before the end of the 15th week before the Expected Week of Childbirth (EWC), or as soon as reasonably practicable afterwards, you must notify the College of the EWC and the date on which you wish to start your maternity leave. The College may require you to provide a MATB1 medical certificate.
3. **Information from the College:** Following receipt of your notification, the College will write to you within 28 days indicating the date on which your entitlement to maternity leave will end.

Health and safety

4. **The College's duty:** The College has a general duty to take care of the health and safety of all employees. The College is also required to carry out a risk assessment of the workplace risks to pregnant women, those who have given birth within the last six months and those who are still breastfeeding.
5. **Information:** The College will provide you with information regarding any risks identified in the risk assessment and any preventative and protective measures required. If it is considered that you would be exposed to health hazards in carrying out your normal work, the College will take such steps as are necessary to avoid those risks.

Maternity leave

6. **Informal discussion:** Before your maternity leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so,

during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

7. **Types of leave:** Your maternity leave is split into two separate periods:
 1. Ordinary Maternity Leave (OML). You may take up to 26 weeks OML.
 2. Additional Maternity Leave (AML). You may take up to 26 weeks AML immediately following OML.
8. **Commencement:** You are entitled to commence your OML at any time after the start of the 11th week before the EWC. Your maternity leave will usually start automatically if you are absent for a pregnancy related reason during the four weeks before the EWC. You can postpone or bring forward the intended start date of your maternity leave by informing the College in writing at least 28 days before the original intended start date, or if that is not possible, as soon as is reasonably practicable.

Statutory maternity pay (SMP)

9. **General:** If you are entitled to SMP, this shall be paid for the first 39 weeks of your maternity leave. The remainder of your AML will be unpaid.
10. **Entitlement:** You will be entitled to SMP provided you have complied with the notification requirements above, you have been continuously employed by the College for 26 weeks at the end of the 15th before the EWC and provided you make National Insurance contributions.
11. **Duration:** You will receive SMP for the first 39 weeks of your maternity leave period even if you do not intend to return to work.
12. **Commencement of SMP:** Your entitlement to SMP will begin when you commence your OML unless you are absent for a pregnancy related illness at any time after the start of the fourth week before the EWC, in which case your maternity leave and SMP will begin immediately. If you fulfil the entitlement criteria set out above, and you are employed by the College as at the 15th week before your EWC, you will be entitled to SMP even if your employment is subsequently terminated for whatever reason.

13. **Maternity Allowance:** If you do not qualify for SMP, you may be eligible for Maternity Allowance for the first 39 weeks of maternity leave. You should contact your local Jobcentre Plus office for further details.
14. **Rates:** The first six weeks of your SMP is paid at 90% of your average weekly earnings calculated over the *Relevant Period*. This is your average weekly earnings during the eight weeks ending with the 15th week before your EWC. The remaining 33 weeks is paid at the prescribed rate set by the government for the relevant tax year.
15. **Pay rises:** If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied during the Relevant Period. This is your average weekly earnings during the eight weeks ending with the 15th week before your EWC. This means that your SMP will be recalculated and increased retrospectively. The College shall pay you a lump sum to make up the difference between any SMP already paid and the amount payable as a result of the pay rise.
16. **Benefits during maternity leave:** Whilst you are absent on maternity leave, you will continue to be entitled to receive the non-cash benefits provided under your contract of employment. For the avoidance of doubt, non-cash benefits do not include wages or salary.

Keeping in touch

17. **Keeping in touch days:** You may work (including attending training) for up to ten days during your maternity leave without bringing your maternity leave or SMP to an end. The arrangements, including pay, can be set by agreement between you and the College.
18. **Before you return:** Shortly before you are due to return to work, the College may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may include updating you on any changes that may have occurred, discussing any necessary training and any changes to working arrangements.

Return to work

19. **Notification:** The College will notify you of the date on which your

- maternity leave will end within 28 days of you notifying the College of your intention to take maternity leave in accordance with paragraph 1.
20. **Returning early:** If you wish to return to work earlier than the end of the full period of leave to which you are entitled you must notify the College in writing of your intention to do so not less than eight weeks before you expect to return to work. You will not under any circumstances be allowed to return to work during the two weeks immediately following childbirth. Failure to notify the College of your intention to return early may mean that your return to work is postponed.
 21. **Returning late:** If you wish to return later than the end of your full period of leave, you should either request unpaid parental leave in accordance with the Parental Leave Policy, giving the College as much notice as possible, or request paid annual leave (if you are entitled to take leave at such a date). If you are unable to return to work due to sickness or injury, this will be treated as sickness absence. In any other case, late return will be treated as unauthorised absence.
 22. **Return from OML:** You will be employed in the same position upon your return to work from OML that you occupied before your leave period began. You will be entitled to return on the same terms and conditions as if you had not been absent.
 23. **Return from AML:** You will normally be able to return to the same position upon your return to work from AML that you occupied before your leave period began. If this is not reasonably practicable, you will be redeployed to a job, which is suitable and appropriate for you in the circumstances. You will be entitled to return on terms and conditions no less favourable than you would have been entitled had you not been absent and with your seniority, pension rights and similar rights as they would have been if the period of employment prior to your AML period was continuous with the period of employment following it.

Deciding not to return

24. **Notification:** If you do not intend to return to work, or are unsure, it is helpful if you raise this as early as possible. If you decide not to return

you should give notice of resignation in accordance with your employment contract. The amount of maternity leave left to run must be at least equal to your contractual notice period, otherwise you may be required to work for the remainder of the notice period. Once you have given notice, you cannot change your mind without our agreement. This does not affect your right to receive SMP.

Returning to work part-time

25. **Requests:** The College will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on case-by-case basis. There is no absolute right to insist on working part-time, but we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the organisation. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our flexible working procedure.

4. Paternity leave and pay policy

Introduction

1. **Purpose:** This policy is intended to provide guidance on your statutory entitlement to paternity leave and pay.

Paternity leave

2. **Entitlement:** You will be entitled to paternity leave in accordance with this policy provided that you:
 - have been continuously employed by the College for 26 weeks at the beginning of the 15th week before the expected week of childbirth;
 - are either the father of the child or you are married to or the partner¹ of the child's mother;

¹ **Partner** in relation to a child's mother or adopter means a person (whether of a different sex or the same sex) who lives with the mother or adopter and the child in an enduring family relationship but is not a relative of the mother or adopter.

- have or expect to have responsibility for the upbringing of the child; and
 - meet the notification requirements contained in the paragraph below.
3. **Notification requirements:** You must notify the College of your intention to take paternity leave no later than 15 weeks before the expected week of childbirth by completing the Paternity Leave Notification Form and handing it to the Director of Studies.
4. **Commencement:** Subject to the paragraph on timing and duration below, you may begin your paternity leave period on:
- a date following a chosen number of days after the actual date of childbirth
 - a pre-determined date which is later than the first day of the expected week of childbirth
 - the actual date of childbirth. Where you choose to take your paternity leave on this date and you are at work on that date your paternity leave will begin on the following day.
5. **Timing and duration:** You are entitled to up to two weeks' leave which may be taken as a one-week period or as two consecutive weeks. Leave can only be taken as whole weeks and must be taken within either 56 days of the actual date of childbirth or the first day of the expected week of childbirth whichever is the latest.
6. **Variation:** You may vary the date on which your period of leave will begin provided you notify the College in accordance with this paragraph. Where the new date will be the actual date of childbirth, you must notify the College at least 28 days before the first day of the expected week of childbirth. Where the variation of your leave period will begin on a date following a chosen number of days after the actual date of childbirth, you must notify the College at least 28 days before the date following the chosen number of days after the first day of the expected week of childbirth. Where the new date will be a
-

pre-determined date you must notify the College at least 28 days before that day.

Paternity adoption leave (PAL)

7. **Entitlement:** You will be entitled to PAL in accordance with this policy provided that you:
 - have been continuously employed by the College for 26 weeks at the end of the week in which the child's adopter is notified of having been matched with a child;
 - are married to or the partner of the child's adopter;
 - will have the main responsibility (apart from the responsibility of the adopter) for the upbringing of the child to be adopted; and
 - meet the notification requirements contained in the paragraph below.
8. **Notification requirements:** You must notify the College of your intention to take PAL within seven days of the adopter receiving notice of being matched with a child by completing the Paternity Leave (Adoption) Notification Form and handing it to the Director of Studies.
9. **Commencement:** Subject to paragraph on timing and duration below, you may begin your PAL on:
 - a date following a chosen number of days after the date the child is placed with the adopter
 - a pre-determined date which is later than the date on which the child is expected to be placed with the adopter
 - the actual date on which the child is placed with the adopter. Where you choose to take your leave on this date and you are at work on that date your PAL will begin on the following day.
10. **Timing and duration:** You are entitled to up to two weeks' leave which may be taken as a one-week period or as two consecutive weeks. Leave can only be taken as whole weeks and must be taken within 56 days of the date on which the child is placed with the adopter.

11. **Variation:** You may vary the date on which your period of leave will begin provided you notify the College in accordance with this paragraph. Where the new date will be the actual date on which the child is placed with the adopter, you must notify the College at least 28 days before the child is due to be placed. Where the variation for your leave period will begin on a date following a chosen number of days after the date on which the child is placed with the adopter, you must notify the College at least 28 days before the date following the chosen number of days after the first day of the expected week of childbirth. Where the new date will be a pre-determined date you must notify the College at least 28 days before that day.

Return to work from paternity leave and PAL

12. **Return to work:** You will be employed in the same position upon your return to work from paternity leave or PAL that you occupied before your leave period began. You will be entitled to return with your seniority, pension rights and similar rights as if you had not been absent and on terms and conditions no less favourable than those which would have applied if you had not been absent.

Statutory Paternity Pay (SPP)

13. **Entitlement:** Subject to any other provision in this policy, you will be entitled to SPP provided you have been continuously employed by the College for 26 weeks at the start of the 15th week before the expected week of childbirth (or, if applicable, for 26 weeks ending with the week in which the adopter is notified of being matched with the child) and you are still in employment at the date the child is born/adopted and you make National Insurance contributions.
14. **Commencement:** Your entitlement to SPP will begin when you commence your paternity leave or PAL.
15. **Duration:** You will receive SPP for the length of your leave period i.e. for either one week or two weeks depending on the period of leave you have chosen.

16. **Losing your entitlement:** You will lose your entitlement to SPP if you commence working for another employer during your leave period whether on a part-time or full-time basis. You will not be entitled to SPP if you are in receipt of Statutory Sick Pay or if you have elected to receive Statutory Adoption Pay.

Birth of more than one child / adopting more than one child

17. **Entitlement:** Your entitlement to leave and SPP under this policy shall remain unchanged where more than one child is born or is expected to be born as a result of the same pregnancy or where more than one child is adopted as part of the same arrangement.

5. Domestic incident leave policy

1. **Purpose:** This policy is intended to provide guidance on your statutory entitlement to domestic incident leave.
2. **Entitlement:** You are entitled to unpaid leave from work where this is necessary to cover emergencies or unforeseen situations. The College recognises the following as constituting a situation entitling you to a period of leave:
 - the sudden injury or illness of a dependant, or where a dependant is assaulted
 - when a dependant gives birth
 - the unexpected cancellation of childcare arrangements
 - the death of a dependant necessitating arrangements for and attendance at the funeral
 - the unexpected breakdown in care arrangements for a dependant
 - the birth of a child for whom you have parental responsibility
3. **Other reasons:** Any request for leave for a reason not included in the paragraph above will be considered by the College.
4. **Notice:** Whenever practicable, you will be required to request the leave of absence from the Director of Studies giving at least one day's notice. Where this is not possible, you (or someone else on your behalf) should contact the Director of Studies as soon as practically

- possible giving the reason for the absence and its likely duration.
5. **Notification:** Where the absence lasts for more than one day, you are expected to notify the College before 9.00 am on each working day until your return to work.
 6. **Duration of absence:** Other than in the most exceptional circumstances, the College would not expect the absence to last more than one or two working days.
 7. **Abuse of entitlement:** The College may require explanation and evidence justifying your request for leave. Unauthorised absence or abuse of this policy may constitute gross misconduct and disciplinary action may be taken against you.

6. Parental leave policy

1. **Purpose:** This policy is intended to provide guidance on your statutory entitlement to parental leave. Note that this should not be confused with paternity leave, which is dealt with in the College's Paternity Leave and Pay Policy.
2. **Conditions:** If you have parental responsibility for a child born or adopted on or after 15 December 1994 and you have been continuously employed by the College for a year or more, you are entitled to a period of parental leave.
3. **Entitlement:** Your entitlement to parental leave shall be no more than 13 weeks per child or 18 weeks for a disabled child and will lapse on the occurrence of either of the following:
 - when your child attains the age of 5; or
 - in the case of an adopted child, the child's 18th birthday or if sooner, five years from the date of adoption; or
 - in the case of a child who is in receipt of Disability Living Allowance, the child's 18th birthday.
4. **Request:** To request parental leave you should complete the Request for Parental Leave form and hand it to the Director of Studies not less than 21 days before the leave period is required. Leave can only be taken as whole weeks and any fraction of a week will be treated as a whole week

except where leave is required to care for a child who is in receipt of Disability Living Allowance.

5. **Postponement:** The College reserves the right to postpone any request for parental leave for up to six months if it is considered that the operation of the College would be unduly disrupted by the requested leave. In such circumstances you will be given notice of this within seven days of your initial request for the leave. This paragraph will not apply in cases where the parental leave is requested from the day of the child's birth or adoption.
6. **Length of leave:** You may not take more than four weeks parental leave per child in any one calendar year.
7. **Unpaid leave:** The period of any leave under this policy will be unpaid.
8. **Return to work:** For periods of leave of four weeks or less you can expect to return to the same position within the College that you were in prior to the leave period. However, for longer periods of leave, whilst every effort will be made to accommodate you in the same position, if this is not practicable a similar position on no less favourable terms and conditions will be offered.

7. Flexible working policy

Introduction

1. **Purpose:** This policy is intended to provide guidance on your statutory entitlement to request flexible working.

Right to request flexible working

2. **Entitlement:** If you have been continuously employed by the College for 26 weeks, you have the statutory right to request a change to one or more of the terms and conditions of employment referred to in the paragraph below (a Request) if either of the following situations apply:
 - you are responsible for the upbringing of a child aged under 17 or a child entitled to Disability Living Allowance aged under 18; or
 - you are or expect to be caring for either your spouse, civil

partner, a relative² or someone living at the same address as you, and that person is in need of care.

Although you will not have the statutory right to make a request if you do not meet the above criteria, the College will still carefully consider a request to change one or more of the terms and conditions of employment in paragraph 3 below if the request is to enable you to care for your child or someone needing your care. You should make your request in writing to the Director of Studies.

3. **Type of request:** Your Request must relate to one or more of the following terms and conditions of employment:
 - your hours of work
 - your times of work
 - whether you carry out work from home or your normal place of work
4. **A Request:** A Request should be made in writing by completing the Flexible Working Request Form and passing it to the Director of Studies.
5. **Consultation Meeting:** Within 28 days of your Request being received by the College, the College shall either notify you in writing that your Request has been agreed, stating the variation agreed to and the date from which it is to take effect, or a meeting shall be held to discuss your Request (the Consultation Meeting). The Consultation Meeting will normally be held by the Director of Studies. The meeting will normally be held at the College during working hours unless this is not convenient to either you or the College.
6. **Right to be accompanied:** You have the right to be accompanied to the Consultation Meeting by a fellow worker.
7. **Notification of decision:** The College will notify you in writing of the decision within 14 days of the Consultation Meeting. Where the College agrees to your Request, the College will also confirm the

² **Relative** means a mother, father, adopter, guardian, special guardian, parent-in-law, step-parent, son, step-son, son-in-law, daughter, stepdaughter, daughter-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, uncle, aunt or grandparent, and includes adoptive relationships and relationships of full blood or half blood or, in the case of an adopted person, such of those relationships as would exist but for adoption.

variation agreed to and the date from which it is to take effect. Where your Request is not agreed, the College will also confirm the grounds for refusal, explaining why the grounds apply in the circumstances and also confirm your right to appeal.

8. Capability procedure

Introduction

1. **Flexibility:** The College will follow a fair procedure in the event that action under the capability procedure is necessary. There may be occasions when the College considers it appropriate to change or omit parts of the procedure.
2. **Amendments:** If the College amends the procedure from time to time, you will be given advance notice of the amendments.
3. **Conduct:** This procedure does **not** apply to misconduct or incompetence, incapacity or other poor performance which is attributable to misconduct.

The procedure

4. **Investigation:** As a first step any capability issue will be investigated. If, after investigating the matter, it appears that there are no reasonable grounds for concern, you will be informed of this in writing and, if relevant, allowed to return to work as normal.
5. **Next stage:** If it is considered necessary to take formal action in respect of issues relating to your performance a Capability Meeting will be arranged.
6. **Information:** You will be given reasonable advance notice of the timing and location of the Capability Meeting and will be told, in writing, the purpose of it and the basis of the concern. You will be provided with a copy of any documents which may be referred to at the Capability Meeting and invited to submit any relevant documents. You will be given a reasonable opportunity to consider your response to this information.
7. **Right to be accompanied:** You may be accompanied to the Capability Meeting by a colleague or trade union official.

8. **The Capability Meeting:** The Director of Studies will conduct the Capability Meeting and your Head of Department may be asked to attend. You must take all reasonable steps to attend the Capability Meeting. The meeting will address your performance and discuss any measures needed to correct and improve this. You or the person accompanying you will be able to ask questions and put forward your point of view. You may request an adjournment if you need to consult the person accompanying you. Whenever possible the College will offer reasonable assistance and time to help you improve. The following will be considered and discussed with you at the meeting:
- concerns relating to your performance;
 - your response;
 - the respects in which your performance has fallen short of the required standards;
 - suggestions as to any appropriate support/training/supervision which could improve your performance;
 - the time in which performance must improve and the method by which your performance will be monitored; and
 - the likely consequence of further instances of poor performance or a failure to improve within a specified time.

Action

9. **Outcomes:** Following the Capability Meeting, the following steps may be taken:
- 9.1. **written note requiring improvement** - if your performance is not meeting the required standard, the Director of Studies will write to you indicating the details of the poor performance and the time period for improvement. You will be advised that it constitutes the first stage of the formal procedure;

- 9.2. **final written warning** - if you fail to improve within the time referred to in the previous written note or you are found to have fallen short of the required standard in any other respect, you will be given a final written warning which will set out the details of poor performance and the time period for improvement;
 - 9.3. **dismissal** - if you fail to improve within the time specified in the final written warning or you have fallen short of the required standards in any other respect, you may be dismissed immediately with notice.
10. **Communication of decision:** You will be notified of the College's decision in writing as soon as reasonably practicable. If the concern is upheld, you will be informed of the outcome and your right to appeal the decision.
11. **Currency of warnings:** All written notes requiring improvement which are issued following a Capability Meeting will remain in effect for a period of 12 months from the date of issue unless otherwise advised to you. A final written warning will remain in effect for a period of 24 months from the date of issue unless you are otherwise advised. Copies will be placed on your personnel file.

Appeal

12. **Right of appeal:** You have the right to appeal to an Appeal Panel against any decision made following the Capability Meeting if you are dissatisfied with it. You should notify the Director of Studies in writing within five working days of being notified of decision, giving full details of why you wish to appeal.
13. **Appeal procedure:** The Appeal Panel will arrange a review meeting or a fresh capability meeting which will take place as soon as reasonably practicable and you will be informed in advance of its timing and location. You must take all reasonable steps to attend the appeal meeting. There shall be no right to appeal from the decision of the Appeal Panel. The Appeal Panel will be entitled to reach a different conclusion and impose a different outcome (although not greater) than that imposed after the Capability Meeting.

14. **Appeal Panel:** The Appeal Panel shall not include anyone involved in the Capability Meeting and may comprise one or more persons. As far as reasonably practicable, the person chairing the Appeal Panel will be someone holding a more senior position than the person chairing the Capability Meeting. You will be informed in writing of the Appeal Panel's decision as soon as reasonably practicable.
15. **Right to be accompanied:** You may be accompanied to the appeal hearing by a colleague or trade union official.
16. **Employment status:** If an appeal is made against a dismissal decision, that dismissal decision will have immediate effect so that the period of notice began at the date given in the dismissal decision. If having been dismissed you are reinstated on appeal, your continuity of employment will be unaffected.

9. Disciplinary rules

1. **Introduction:** These rules should be read in accordance with the College's disciplinary & dismissal procedure. It is the contractual duty of every member of staff to observe the rules set out below.
2. **Rules of conduct:** Whilst employed by the College, you should at all times maintain professional and responsible standards of conduct. In particular, you should:
 - observe the terms and conditions of your contract of employment
 - ensure that you understand and follow the College's Code of Conduct for Staff
 - observe all other policies and procedures included here or otherwise notified to you from time to time
 - comply with all reasonable advice given by staff who are senior to you
 - act at all times in good faith and in the best interests of the College, its students, parents and staff
3. **Instances of misconduct:** The following is a non-exhaustive list of offences which amount to misconduct falling short of gross misconduct:

- unauthorised absence from work
- lateness
- inappropriate standard of dress
- smoking on College premises
- contravention of minor safety regulations
- disruptive behaviour

4. **Gross misconduct:** You must not commit any act of gross misconduct. Any such act will result in your dismissal without notice. Gross misconduct includes but is not limited to the examples set out below, offences of a similar nature and attempts to commit such offences.

Examples of gross misconduct:

- failure to comply with the College's Child Protection and Safeguarding Policy or the College's Staff Code of Conduct
- failure to notify the College of any child protection investigation of any member of your household
- failure to immediately notify the College of any charge or conviction of any criminal offence brought against you during your employment
- indecent, violent or offensive behaviour whether committed at or outside work
- inappropriate conduct with a pupil
- misuse of or deliberate damage to College property
- fraud, theft or dishonesty
- being on duty whilst unfit due to the influence of drugs and/or alcohol
- bullying or harassment
- conduct (whether committed at or outside work) which is likely to damage the College's reputation
- discrimination (including harassment or victimisation) on grounds of sex, marital or civil partnership status, race,

disability, sexual orientation or religious belief

- disregarding health and safety rules/requirements (including the College's Health and Safety Policy Document) and endangering yourself or others
- wilful neglect or refusal of duty
- misuse of confidential information
- use of school resources to view, retrieve or download pornographic material, or any other material which the College reasonably believes is unsuitable.

10. Disciplinary and dismissal procedure

Introduction

1. **Flexibility:** The College will follow a fair procedure in the event that disciplinary action is necessary. There may be occasions when the College considers it appropriate to change or omit parts of this procedure.
2. **Amendments:** If the College amends the procedure from time to time, you will be given advance notice of the amendments.
3. **Capability:** This procedure does **not** apply to incompetence, incapability or other poor performance unless this is attributable to misconduct.

The investigation stage

4. **Investigation:** As a first step any disciplinary issue will be investigated. If, after investigating the matter, it appears that there are no reasonable grounds for concern, you will be informed of this in writing and, if relevant, allowed to return to work as normal.
5. **Suspension:** If the matter to be investigated is thought at any stage of the investigation to involve gross misconduct or it is in the interests of the College, a pupil, an employee or you, the Director of Studies may immediately suspend you from work on full pay and benefits whilst the investigation proceeds.

6. **Separation of roles:** The College will appoint a senior member of staff to carry out the investigation (the Investigating Officer).
7. **Interview:** As part of the investigation the Investigating Officer may (if considered appropriate) undertake an interview with you. First of all, you will be advised of the nature of the complaint. Then you will be given the opportunity to explain and/or respond to the complaint and submit any relevant documents. You will be given access to any relevant information and papers held by the College. There may be further interviews if necessary to complete the investigation.

The disciplinary stage

8. **Next stage:** If on completion of the investigation the Investigating Officer considers that it is necessary to take formal action in respect of the complaint, a disciplinary hearing before the Disciplinary Panel will be arranged and you will be invited to attend. You must take all reasonable steps to attend the disciplinary hearing.
9. **Information:** You will be given advance reasonable notice of the timing and the location of the hearing. You will be informed in writing of the purpose of the hearing and the allegations against you. You will be provided with a copy of any documents which may be referred to at the Disciplinary Hearing and invited to submit any relevant documents. You will be given a reasonable opportunity to consider your response to this information. If your dismissal is a possible outcome of the hearing, you will be informed of this possibility in advance.
10. **Right to be accompanied:** You may be accompanied to the disciplinary hearing by a colleague or trade union official.
11. **Witnesses:** You may ask relevant witnesses to attend the disciplinary hearing, provided it is reasonable to do so and you give the College sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness. However, you will not normally be permitted to cross-examine witnesses unless, in exceptional circumstances, the Disciplinary Panel decides a fair hearing could not be held otherwise.

12. **Witness statements:** If statements have been obtained from witnesses during the course of the investigation you will be given a copy of them. In certain circumstances it may be necessary to preserve the anonymity of a witness.
13. **Disciplinary Panel:** The College will appoint a Disciplinary Panel to hear the matter. In appropriate circumstances, the Director of Studies or another person may hear the matter on his own. The Investigating Officer shall not be a member of the Disciplinary Panel.
14. **The disciplinary hearing:** The hearing will be conducted by the Disciplinary Panel. The Investigating Officer will be asked to report on their investigation. Both you, or the person accompanying you, and the Disciplinary Panel may question the Investigating Officer and any witnesses. You will be entitled to give your explanation and may be questioned by the Investigating Officer as well as by the Disciplinary Panel. You or the person accompanying you and the Investigating Officer will be given the opportunity to address the Disciplinary Panel. The person accompanying you will not be permitted to respond to questions which are addressed to you.
15. **Adjournment:** The Disciplinary Panel may adjourn the proceedings at any stage if this appears necessary or desirable. You may request an adjournment if you need to consult the person accompanying you. If adjourning for the purpose of enabling further information to be obtained, the Disciplinary Panel will specify the nature of that information. Any adjournment will normally be for a specified period of time.
16. **Decision making:** On completion of the hearing, the Disciplinary Panel will retire to consider the decision. Neither you, the person accompanying you nor the Investigating Officer will be allowed to take part in nor be present during the Disciplinary Panel's deliberations.
17. **Communication of decision:** The decision of the Disciplinary Panel will be communicated to you in writing as soon as reasonably practicable. If the complaint is upheld you will be informed of the action to be taken and your right of appeal.

Disciplinary action

18. **Sanctions:** Depending upon the nature of any misconduct found to have been committed, any explanation given by you and any mitigating circumstances, the Disciplinary Panel may impose any of the following sanctions:
 - a written warning
 - a final written warning
 - suspension without pay for a defined period
 - demotion; or
 - dismissal with or without notice
19. **Currency of warnings:** A written warning will be recorded on your file for a period of 12 months from the date the warning is given. A final written warning will be recorded on your file for a period of 24 months from the date the warning is given.
20. **Gross misconduct:** Where there has been gross misconduct the Disciplinary Panel may impose dismissal without notice. Examples of what the College considers to be gross misconduct are set out in the Disciplinary Rules section of this Staff Handbook.

Appeal

21. **Right of appeal:** You have the right to appeal to an Appeal Panel against any decision made by the Disciplinary Panel if you are dissatisfied with it. Such a right of appeal must be exercised in writing and sent to the Director of Studies within five working days of your being notified of the decision giving full details of why you wish to appeal. The Appeal Panel will arrange a review hearing or a re-hearing to take place as soon as reasonably practicable. You will be informed in advance of its timing and location.
22. **Appeal Panel:** The Appeal Panel shall not include any member of the Disciplinary Panel nor the Investigatory Officer and may comprise one or more persons. As far as reasonably practicable the person chairing the Appeal Panel will be someone holding a more senior position than the person chairing the Disciplinary Panel.

23. **Appeal procedure:** The procedure at the appeal hearing shall be the same as that for the disciplinary hearing save that there will be no right of appeal from the decision of the Appeal Panel. You must take all reasonable steps to attend the appeal hearing. The Appeal Panel will be entitled to reach a different conclusion and impose a different sanction (although not greater) than that imposed by the Disciplinary Panel. You will be informed of the Appeal Panel's decision in writing as soon as reasonably practicable.
24. **Right to be accompanied:** You may be accompanied to the appeal hearing by a colleague or trade union official.
25. **Employment status:** If an appeal is made against a dismissal decision, that dismissal decision will have immediate effect so that, if the dismissal is by notice, the period of notice will have begun at the date given in the dismissal decision. If summary dismissal without notice has been imposed, you will not be entitled to be paid for the period between that decision and the decision of your appeal unless you have been reinstated on appeal. If having been dismissed you are reinstated on appeal, your continuity of employment will be unaffected.

11. Grievance procedure

Introduction

1. **Introduction:** If you have any grievance relating to any aspect of your employment, including any complaint about action which the College has taken or is contemplating taking you should endeavour to have it settled in accordance with this procedure. This procedure is not appropriate for disciplinary or capability matters. The appropriate procedures for these matters are contained elsewhere within the Staff Handbook.
2. **Flexibility:** The College will usually follow this procedure in the event that you raise a grievance. However, there may be occasions depending on the circumstances of each case when the College considers it appropriate to change or omit parts of the procedure.

3. **Amendments:** If the College amends this procedure from time to time, you will be given advance notice of the amendments.
4. **Timescale:** All steps under this grievance procedure should be taken without unreasonable delay.

The procedure

5. **Raising your grievance:** Problems relating to your employment should be resolved fairly, promptly and as near as possible to the point of origin i.e. between the persons involved. Therefore, in the first instance you should raise the grievance orally and informally with any other person involved.
6. **Formal grievance:** If it is not appropriate to raise your grievance orally and informally or this does not resolve your grievance, you should set out your formal grievance in writing and pass it to the Director of Studies. If your grievance concerns the Director of Studies, you should submit your formal grievance to the Principal. If your grievance concerns the Principal, you should submit your formal grievance to CIFE.
7. **Investigating your grievance:** The Director of Studies will investigate your grievance.
8. **Grievance meeting:** Once the Director of Studies has had a reasonable opportunity to consider his response to the information given regarding your formal grievance, you will be invited to a meeting to discuss the matter. You will be informed in advance in writing of the timing and location of the meeting. You must take all reasonable steps to attend the meeting. You will be given the opportunity to explain your case. The Director of Studies may ask the other people involved to attend the meeting with a view to obtaining a resolution. Following the meeting the Director of Studies will inform you in writing of his decision in relation to your grievance and of your right of appeal.
9. **Right to be accompanied:** You may be accompanied to the meeting held to discuss your grievance by a colleague or trade union official.

Appeal

10. **Initiating an appeal:** If you are dissatisfied with the decision made concerning your formal grievance, you may appeal the decision by notifying the Director of Studies in writing within five working days giving full details of why you wish to appeal. If you need more time, you should notify the Director of Studies within the five-day period. The Principal will normally hear your appeal. However, if the Principal holds the grievance meeting at paragraph 8 above, or your grievance concerns the Principal, CIFE (or a person appointed by them) shall hear your appeal.
11. **Appeal procedure:** The Principal shall investigate your appeal. He may call for copies of all relevant documents. The Principal will invite you to attend a further meeting to discuss your appeal and will inform you in reasonable time of the timing and the location of the meeting. You must take all reasonable steps to attend the meeting.
12. **The appeal decision:** The Principal's decision shall be final and shall be confirmed to you in writing as soon as reasonably practicable.
13. **Right to be accompanied:** You may be accompanied to the appeal meeting by a colleague or trade union official.

Grievances following the termination of your employment

14. **Procedure:** If a grievance is raised by you following termination of your employment, if appropriate the College may follow all or part of this procedure at its discretion.

12. Ashbourne's pension policy

1. From 1st February 2020, Ashbourne's contributions for staff that have been continuously employed for a period of more than 10 years will continue to increase by 0.5% each year up to a new maximum of 10%.
2. Table A (see below) illustrates the increases in Ashbourne's contributions on a yearly basis, according to the scheme.

Table A

Years Employed	Ashbourne's Contribution	Employee's Contribution	Total Contribution
3 months - 1 year	3.0%	5.0%	8.0%
1 - 2 years	3.5%	4.5%	8.0%
2 - 3 years	4.0%	4.0%	8.0%
3 - 4 years	4.5%	3.5%	8.0%
4 - 5 years	5.0%	3.0%	8.0%
5 - 6 years	5.5%	2.5%	8.0%
6 - 7 years	6.0%	2.0%	8.0%
7 - 8 years	6.5%	1.5%	8.0%
8 - 9 years	7.0%	1.0%	8.0%
9 - 10 years	7.5%	0.5%	8.0%
10 - 11 years	8.0%	0.0%	8.0%
11 - 12 years	8.5%	0.0%	8.5%
12 - 13 years	9.0%	0.0%	9.0%
13 - 14 years	9.5%	0.0%	9.5%
14 + years	10.0%	0.0%	10.0%

What happens next

- Staff may amend their pension contribution by informing Ashbourne's Finance Team (finance@ashbournecollege.co.uk) provided their combined contribution (Employer's and Employee) meet the minimum requirement of 8%.

Opting out

- Staff have the option to opt out of Ashbourne's pension scheme at any time. Should they wish to opt out, both Ashbourne and the staff member will not have to make any contribution.
- Opting out is not recommended as the staff member would lose the subsidies to their pension from Ashbourne and the government. However, those that wish to do so should contact Ashbourne's Finance Team (finance@ashbournecollege.co.uk).

Keep track of your money

6. Staff can keep track of their pension money, or view/change their personal information, using their Online Account with Royal London.
7. To set up or log in to your Online Account, staff should visit <https://www.royallondon.com/contact/online-services-with-royal-london/>. Ashbourne's Scheme Reference is: RGP47653. If staff members do not have their login details, they should contact Royal London directly.