

# YCL | NYCH

## York Conferences Ltd

A wholly-owned subsidiary of the University of York

# Employee Handbook



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# Welcome



Welcome to **YCL/NYCH** (“the Company”/”we”/”us”), a wholly-owned subsidiary company of the University of York whose purpose is to maximise the commercial potential of the University’s estate and services. The Company is managed by a Board of Directors who report directly to the University.

The company was founded in 2012 and has over 500 employees working in catering, sports, nursery, retail and print

We wish you every success in your new job and hope you enjoy a long and successful career with us.





# House Rules



## OUR CUSTOMER PROMISE:

We have a customer promise which will apply to the work you do for our customers.

This is as follows:

“Our aim is to provide total customer satisfaction. Our staff will offer a professional, friendly and helpful service. We will listen carefully to your comments and act on your suggestions wherever possible. Above all we recognise your importance as our customer.”

## OUR MISSION STATEMENT:

The Company is dedicated to:

- Providing high standards, value for money and customer satisfaction;
- Responding to customer needs;
- Our staff, whom we respect and value;
- Innovation and inspiration to enhance the performance of the business;
- Working within strict parameters to make a positive financial contribution;
- Promoting equal opportunities.



# Introduction

## 1.1 Introduction

This handbook will help you to understand the things you will need to know about working for us. You will find a number of clearly marked sections, each of which covers a particular topic. We have tried to cover all of the points which you are likely to want to know about your employment and the working environment.

Please read through the booklet carefully and use it to refresh your memory from time to time. The Company reserves the right to review, revise, amend or replace the content of this handbook, and introduce new policies, procedures and guidelines from time to time to reflect the changing needs of the Company and to comply with new legislation. A copy of the latest edition of the handbook is available on the Company HR website. <https://www.york.ac.uk/commercialservices/hr/>

The content of this handbook is a private matter between yourself and the Company. For this reason it must not be lent or given to anyone else.

If you have any questions relating to your contract of employment with the Company or require further information in respect of the policies or procedures referred to in this handbook, please contact your Line Manager or Head of Section in the first instance and they will direct you to an appropriate member of staff if they cannot answer your query.



# Your Employment

## 2.1 Your Contract of Employment

All employees of the Company will be issued with an appropriate Terms & Conditions of Employment. Your Contract of Employment with us comprises of the document headed “Statement of Main Terms & Conditions of Employment.”

Unless otherwise stated:

- any offer letter;
- this Employee Handbook;
- any induction information and “House Rules”;
- the company website; and
- any management notices placed on notice boards;

do not form part of your contract of employment but are staff rules with which you are expected to comply with.

If there is a conflict between your Terms and Conditions of Employment and any other staff rules then your Terms and Conditions will prevail.

Please read these carefully and keep the Handbook and your Terms and Conditions of Employment in a safe place. If there is anything that you do not understand, ask for an explanation from your Line Manager.

Failure to comply with any aspect of your Terms and Conditions of Employment and the other staff rules may lead to disciplinary action.

## **2.2 Pre-employment Checks**

As stated in your statement of Main Terms and Conditions of Employment your contract is subject to receipt of satisfactory references, evidence of your right to work within the UK, a Disclosure & Barring Service (DBS) Enhanced certificate (where applicable) and Health Clearance.

### **2.2.1 References**

The Company will request a reference from the referees listed on your application form. Your contract is subject to these being received and are considered satisfactory to the Company.

### **2.2.2 Eligibility to work in the UK**

Your offer of employment is conditional upon you providing evidence of your eligibility to work in the UK. Details of the information required are set out in your offer letter. Your continued employment is dependent upon your continued right to work in the UK and you should immediately inform us of any changes or relevant issues concerning your eligibility. If you are no longer eligible to work in the UK the Company may terminate your employment without notice or pay in lieu of notice.

### **2.2.3 Disclosure and Barring Service (DBS) Enhanced Certificate**

Subject to the nature of your role, your offer may be subject to obtaining a Disclosure & Barring Service (DBS) Enhanced certificate. You will be required to obtain this before taking up the position with the Company. If your role is subject to a DBS Enhanced certificate it will be stated within your offer letter. Certificates from other employers will not be accepted unless you have subscribed to the DBS update service. If during the course of your employment you commit a criminal offence, binding over or caution, you are required to inform your Head of Department at the earliest opportunity. DBS certificates must be renewed every five years.

## **2.2.4 Health Clearance**

You will be sent a health questionnaire along with your offer of appointment letter; this must be completed and returned as stated in your offer letter. The information detailed on the form is used to ensure that appropriate support is available for employees with health conditions, and that employees do not have a condition that may be incompatible with the requirements of the role. If there are any health issues identified you will be contacted by an Occupational Health Adviser. You will not normally be able to take up your appointment until we have received satisfactory health clearance from our Occupational Health Adviser. A new questionnaire will need to be completed if you are offered a new position within the Company.

## **2.3 Personal Details**

When you start work, you will be asked to provide details about your home address, next of kin and emergency telephone contact numbers. You should advise your Line Manager straightaway of any changes to these details.

## **2.4 Induction**

When you start your employment with the Company, you will be taken through an induction process. The induction process will include three elements; a workplace induction detailing specific information regarding your role, a company induction delivered by your Line Manager and a company briefing given by the Company Director.

## 2.5 Probationary Period

Your contract of employment will set out your probationary period. During your probationary period your performance, conduct and suitability for employment will be reviewed on a formal and / or informal basis.

The Company reserves the right to terminate your employment during or at the end of your probationary period on giving one week's notice. The length of your probationary period is calculated on the basis of "working months" rather than calendar months.

Following the successful completion of the contractual probationary period, all staff will be reviewed under the Company's annual objective-led performance system, see section 3.6 for more information.



# Your Pay and Benefits

## 3.1 Payment and Pay Period

Payment is made by credit transfer to your selected Bank or Building Society, monthly in arrears, to arrive no later than the last working day of the month (up to one week later for some Building Societies). You will be paid in 12 equal monthly instalments.

Any questions you have about pay, Income Tax and National Insurance Contributions, etc. should be referred to your Line Manager in the first instance.

## 3.2 Correction of Payments

If there is an overpayment of your salary the Company reserves the right to deduct the necessary amount from subsequent salary payments.

If there is an underpayment of your salary the Company will make the necessary adjustment to subsequent salary payments.

If you leave the Company's employment with any amount owing (including holiday pay which has been taken but not yet accrued) the Company reserves the right to deduct any sums owing from your final salary payment. If sums are still owing, (e.g. you have insufficient accrued salary or holiday pay to clear the outstanding debt) you will be obliged to pay the amount due within seven days.

## 3.3 Payment of Overtime

For contracted staff (below head of section level) time in lieu is normally given for overtime worked Monday to Sunday. Payment of overtime must be authorised prior to working the additional hours and will only be agreed if time off in lieu is not practical. Payment

will be made at your standard rate of pay. Staff employed at head of section level and above, are required to work additional hours as are necessary without additional pay. The calculation of lieu is based on your standard working hours of that particular day.

### **3.4 Saturday and Sunday Working**

Payment for Saturday and Sunday working is paid at the standard hourly rate of pay.

### **3.5 Public/Bank Holidays**

For salaried staff a Public/Bank Holiday (or the substitute day) is treated as a rostered basic day. You will therefore receive a normal day's pay even if you do not work on the Public/Bank Holiday. If you are rostered to work on a Public/Bank Holiday you will be entitled to the equivalent time off in lieu.

### **3.6 Objective-Led Performance Pay**

All Commercial Services contracted employees will be reviewed under the objective-led annual performance system. All YCL/NYCH contracted employees, subject to the criteria, will be considered for an individual performance-related pay review each year (normally in July).

Your performance shall be reviewed by your Line Manager under your personal objective-led annual review criteria which will be set for each financial year. As a result of your objective-led annual review, you will be given a rating of:

- 1.** Outstanding;
- 2.** Meets expectation;
- 3.** Unacceptable.

A rating of “meets expectation” or “outstanding” will result in a percentage pay increase which will depend upon the financial value of the available “pot” for pay increases. A rating of “unacceptable” will result in no pay increase. The size of the pay increase “pot” may differ from year to year depending upon the financial success and commitments of the Company and will be subject to negotiation with the recognised trade unions. The percentage pay increase awarded in respect of “meets expectation” and “outstanding” performance will vary each year and will depend upon the number of staff in each performance category.

No pay reviews will be awarded if, at the date of the annual pay review:

- You are under probation;
- You do not have 12 months continuous employment as at 01 August;
- You are subject to the Company’s formal performance review process;
- You have a current disciplinary warning on your file relating to your performance;
- Notice has been given by either party to end your employment.

*For more information regarding objective-led performance related pay visit <https://www.york.ac.uk/commercialservices/hr/policies/performance-review/index.html>*

### **3.7 Performance Related Bonus Pay**

Some staff within the Company are eligible for Performance Related Bonus Payments (PRB).

If you are eligible for PRB you will be notified of this in advance and details will be provided to you in your offer of appointment letter. The criteria applying to PRB may be varied and/or withdrawn by the Company at any time.

### 3.8 Work Related Expenses

It is your responsibility to check with your Line Manager prior to incurring an expense if there is any doubt as to its subsequent recovery. Where travel is necessary in the course of your work, we will reimburse reasonable travel costs. You must choose the most economical means of travel. An expenses claim form must be completed and signed by you as the claimant and authorised by your Line Manager. All claims must be submitted promptly and supported by a valid receipt or other documentary evidence. Payment will be made directly into your bank/building society account.

Any falsification of information on a Company claim form may lead to disciplinary action.

### 3.9 Employee Plus

Employee Plus is the benefits package available to all contracted staff. Employee Plus brings together salary exchange schemes such as child care vouchers and cycle to work bike purchase, and joins these with a range of discounts offered by local and national companies.

*For more information regarding Employee Plus visit*

**[www.york.ac.uk/commercialservices/employeeplus/index.html](http://www.york.ac.uk/commercialservices/employeeplus/index.html)**

### 3.10 Local Discount Scheme

In addition to the Employee Plus Scheme, as a contracted employee you are eligible to take advantage of the staff discount scheme with local cafes, shops, tradesmen and many more. You will receive a staff benefits booklet along with your offer of appointment letter which will detail the offers available to you. You will receive a new edition on an annual basis.

*For more information regarding the staff local discount scheme visit*

**[www.york.ac.uk/commercialservices/hr/Benefits/local-discount.html](http://www.york.ac.uk/commercialservices/hr/Benefits/local-discount.html)**

### 3.11 Recognising You Scheme

The Company operates a Recognising You Scheme designed to recognise and reward an individual or team whose contribution or performance has been outstanding and has made a demonstrable difference to students, customers, colleagues, the Department and/or the Company.

*Further details of the recognising you scheme and nomination forms are available from **<https://www.york.ac.uk/commercialservices/hr/policies/recognising-you/index.html>***



# Hours of Work

## 4.1 Notification of Hours of Work

Your hours of work are shown on your Statement of Main Terms and Conditions of Employment. Your Line Manager will notify you of your start and finish times and you must be present in your work area (having changed into any uniform / protective clothing) during these times. You will be given notice of any changes to your basic hours of work.

If you wish to change your hours of work then you must discuss this with your Line Manager. An agreement to change will depend on operational requirements. If you are able to exchange attendances with a comparable employee in your work area this will normally be agreed, but you must obtain prior approval from your Line Manager. If an exchange is not possible, the Company may be able to make alternative arrangements, but this must first be discussed with your Line Manager.

## 4.2 Overtime

Due to demands on the business there may be occasions where you will be required to work over and above your contracted hours. Where possible, your Line Manager will give you reasonable prior notice. However, when an urgent need arises, you may be required to change your days/ hours of work or to work extra hours at short notice.

See section 3, Your Pay and Benefits, for information regarding payment of overtime.

### **4.3 Saturday/Sunday, Public/Bank Holiday and Closure Day Working**

You may be required to work evenings, weekends and/or bank holidays and closure days as part of your standard working hours.

See section 3, Your Pay and Benefits, for more information regarding payment of working these days.

### **4.4 Punctuality**

Good timekeeping is important. Lateness means that your colleagues have to cover the work you should be doing. If you are late for work please inform your Line Manager and explain why you are late. Persistent or serious lateness may lead to disciplinary action being taken against you.

An automated time and attendance system is utilised in all departments and you will be required to use the system to log the hours you work. The system, which is integrated with the Payroll software, generates information relating to the hours you have worked and enables your pay, holiday and sickness entitlement and benefits to be calculated automatically.

### **4.5 Breaks**

Arrangements for breaks, which vary with the work to be done, will be explained by your Line Manager.

Your break starts from the time you leave your work area and finishes when you report back to your work area. Breaks are not included in your paid hours.

### **4.6 Part-Time and Temporary Employees**

If you are employed by the Company on a part-time or a temporary basis we will ensure that, on a pro-rata basis, you will work to the same terms and conditions and share the same rights as permanently-contracted employees.



## 4.7 Job Share

The Company will support job sharing arrangements where it is reasonable and practical to do so and where operational needs will not be adversely affected. If you wish to discuss this aspect, please contact your Line Manager in the first instance.

## 4.8 Flexible Working

Some employees are legally entitled to make a formal request for flexible working. Other employees may wish to make an informal request. The Company will consider all such applications and reach a decision in light of the needs of the business.

If you wish to make such a request, in the first instance you should have an informal discussion with your Line Manager, providing initial details about your proposed working pattern. Your Line Manager will then provide details with the appropriate procedure to be followed.

*For more information regarding flexible learning visit*  
**[www.york.ac.uk/commercialservices/hr/policies/Flexible-working/index.html](http://www.york.ac.uk/commercialservices/hr/policies/Flexible-working/index.html)**



# Sickness and Absence

## 5.1 Absence Procedures

If you are unable to report for work you must follow your departments procedure for reporting sickness absence. Your absence must be reported before your shift is due to commence. If you do not observe this notification procedure you may jeopardise your eligibility to receive sick pay under the Company sick pay scheme. It is your responsibility to ensure you are aware of your department's procedure for reporting sickness absence and have the necessary contact details. Absences reported should be due to you being incapacitated to undertake your role and not to care for dependants.

If you are absent for between one and seven days (including weekends, holidays or other days you were not due to work), on your return you must complete and provide your Line Manager with a Personal Sickness Absence Form which is available from the Company HR website.

If you are absent for 8 consecutive days or more (including weekends, holidays or other days you were not due to work), you must also provide your Line Manager with a doctor's Statement of Fitness for Work which gives the reason for your sickness absence and / or any adaptations which may enable you to attend work. You should return to work on the date that your Doctor has designated on the Statement that you are fit to resume work.

After any period of absence you will be required to attend a return to work interview with your Line Manager.

## **5.2 Statutory Sick Pay (SSP)**

If your sickness lasts for four days or more, you may be entitled to SSP. This payment, which is made by the Company on behalf of the Department for Work and Pensions (“DWP”), is subject to Tax and National Insurance deductions and is for a maximum of 28 weeks.

Entitlement is based on your average weekly earnings in the two months prior to sickness. Payment of SSP normally starts on your fourth day of sickness.

Further details can be obtained by contacting your Line Manager.

## **5.3 Occupational Sick Pay**

### **5.3.1 Occupational Sick Pay Scheme**

Subject to meeting certain conditions you may be eligible to receive an allowance for a period of absence due to sickness in accordance with the following scale (inclusive of any Statutory Sick Pay or social security benefits to which you may be entitled).

### **5.3.2 Allowances under the Company Occupational Sick Pay Scheme**

Entitlement to Occupational sick pay is set out in your Statement of Main Terms and Conditions of Employment. Payment of Occupational sick pay is dependent upon you reporting your sickness in accordance with Company rules and providing medical evidence as required.

In the first year of service there is no payment for a period of sickness absence of less than ten continuous working days.

<b>Length of service</b>	<b>Period of sick pay at full salary rate</b>	<b>Period of sick pay at half salary rate</b>
Less than one year	Two weeks (only following ten consecutive working days absence)	Two weeks
Less than two years	Four weeks	Four weeks
Less than three years	Six weeks	Six weeks
Less than four years	Eight weeks	Eight weeks
Less than five years	Ten weeks	Ten weeks
More than five years	Twelve weeks	Twelve weeks

Full pay includes those payments to which you are contractually entitled but excludes varying payments (such as casual overtime).

Where employees work part time, Occupational Sick Pay will be calculated on a pro rata basis.

## **5.4 Managing Sickness Absence**

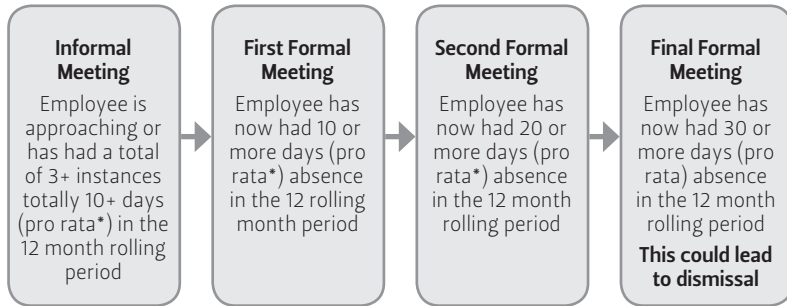
The Company manages both short-term and long-term absences under the Managing Ill-Health and Sickness Absence policy.

Short-term absences are defined as periods of sickness absences due to illnesses which are not connected. They could be a number of single illnesses or a mixture of individual days and longer periods.

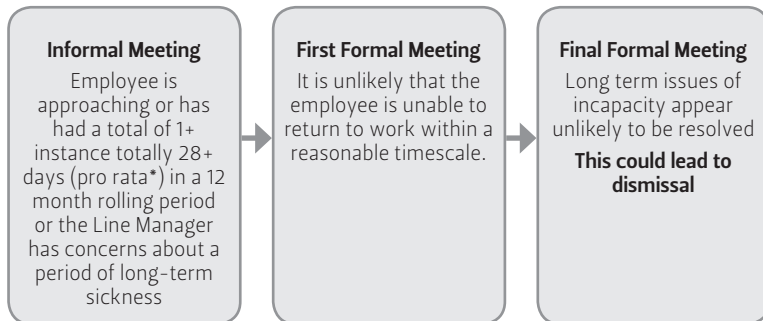
Long-term absences are defined as continuous periods of absence or repeated periods of absence arising from single illness or disability.

Management action will be taken where the number of absences exceed that of the below trigger points.

## Short-term absences:



## Long-term absences:



\*Trigger points will be pro rata for employees who do not work their scheduled weekly hours over a 5 day working week.

Each case will be considered on an individual basis and the Company offers a range of support and work place adjustments which can be implemented to aid an employee's return to work.

*The full policy, procedure and guidelines regarding sickness absence can be found at <https://www.york.ac.uk/commercialservices/hr/policies/Sickness/index.html>*

# Time off Work

## 6.1 Doctors/Dentist/Hospital Appointments

Arrangements for routine visits to the doctor, dentist or hospital appointments should be made on your day off or outside your normal working hours.

If this is not possible, your Line Manager will consider your request for alternative time off. You may be asked to show your appointment card and to schedule appointments to cause minimum disruption to your work.

## 6.2 Unpaid Time off for Dependents

Every employee can request permission to take a reasonable amount of unpaid leave to deal with an emergency involving a dependent. Such an emergency would be one which affects a member of your family or dependents, i.e. parent/wife/husband/child/someone who lives as part of your family.

If time off is required you should, wherever possible, advise your Line Manager first or, if an emergency prevents this, notify them as soon as possible within 24 hours.

If you know in advance that you are going to need time off, or if a period longer than one day is required, it may be appropriate to arrange with your Line Manager to take this as part of your annual leave entitlement or as leave of absence. If you need time off which is connected with your child you may be entitled to take Parental Leave.

You will not receive payment during this period of leave.

## **6.3 Leave of Absence**

In cases of genuine emergency, leave of absence may be granted. You should notify your Line Manager as soon as possible of your request for leave of absence.

The Company recognises that there may be occasions when you require leave of absence from work for personal reasons including bereavement. Any request for leave of absence should be made in writing to your Line Manager and such requests will be viewed sympathetically.

Payment for leave of absence will be discretionary and will depend on the individual circumstances.

Unauthorised and/or unexplained absence from work will lead to disciplinary action.

## **6.4 Compassionate Leave**

The Company offers two days paid compassionate / bereavement leave in the event of the critical illness and / or death of a parent, spouse / partner or child. Please arrange such leave with your Line Manager.

Any further requirements for leave in these or similar circumstances should be discussed with your Line Manager and may be considered as Leave of Absence or paid annual leave.

## **6.5 Public Duties**

If you are required to take time off work for public duties, you should discuss the matter with your Line Manager.

### **6.5.1 Jury Service**

If you are called for jury service, you should provide your Line Manager with a copy of your summons.

The Company is not obliged to pay you whilst you are on jury service. You will be advised at the court of the expenses and loss of



earnings you can claim. We may pay a discretionary sum in respect of loss of earnings (less any amounts you can claim from the court for lost earnings) for up to ten working days.

### **6.5.2 Voluntary Public Service**

You are entitled to a reasonable amount of unpaid time off work to carry out certain voluntary public duties (e.g. Tribunal member, magistrate, local councillor, NHS Trust member, prison visitor, lay visitor to police stations, school governor).

You should notify your Line Manager in writing as soon as possible of the full details of the time off required and the reasons for your request.

The Company will agree to requests where reasonably possible. If we cannot agree to a request, we will give the reasons in writing.

### **6.5.3 Reserve Forces Duties**

If you are a member of the reserve forces you should undertake training and other related commitments in your own and / or holiday time. If you are called up for full time operations you should inform your Line Manager as soon as possible. At the end of your period of full time operations, you should make a written application for re-instatement (no later than the third Monday following the end of your military service).

## **6.6 Trade Union Activities**

If you are formally appointed to act as a Trade Union representative for the Company's recognised Trade Unions (UNISON, UNITE and UCU), you are permitted paid time off in order to carry out those duties and / or undertake training in accordance with the Time Off and Facilities for the Trade Union Duties and Activities Policy.

If so appointed you should inform your Line Manager to discuss appropriate time off.

## **6.7 Adverse weather**

All employees are expected to make every reasonable effort to attend for work, but without compromising their health and safety. If you are unable to attend work due to adverse weather you should inform your Line Manager at the earliest opportunity and no later than 1 hour after the time you would be expected to start work.

## **6.8 Management of Industrial Action**

The Company in the context of our partnership approach to employee relations will seek to work with staff and their representatives to avoid wherever possible and/or minimise the incidents of industrial action and disputes. However, the Company recognises that there may be exceptional occasions when staff choose to participate in industrial action, including but not exclusively strike action.

Full details regarding the management of industrial action can be found on the Company HR website.

## **6.9 Caring for Dependents**

If you, or somebody who is dependent on you, becomes disabled whilst employed by the Company, you are encouraged to notify your Line Manager who will discuss with you any reasonable adjustments that may be appropriate in the circumstances.

We may ask for your consent for a report from your doctor or a named specialist to clarify the exact nature of the disability and to give guidance as to the appropriate adjustment to your work area or duties.

# Family Rights and Benefits

## 7.1 Maternity Leave

The Company's Maternity Scheme incorporates the relevant legislative and statutory entitlements with regards to maternity leave and pay.

To qualify for maternity leave and pay you must work under a contract of employment for the Company. The rights apply to full-time and part-time staff regardless of how many hours are worked provided that any qualifying conditions, such as length of service, are satisfied.

Employees are entitled to a period of

- 26 weeks ordinary maternity leave ("OML") and a further period of
- 26 weeks additional maternity leave ("AML").

You may be entitled to receive statutory maternity pay ("SMP") depending upon your length of service with the Company and your average weekly earnings level. Staff who are not entitled to SMP pay may be entitled to Maternity Allowance.

Contact the Company HR department to discuss your entitlements. Contact details can be found in section 20 of this handbook.

*The full maternity policy, procedure and guidelines can be found at [www.york.ac.uk/commercialservices/hr/policies/maternity/index.html](http://www.york.ac.uk/commercialservices/hr/policies/maternity/index.html)*

## 7.2 Antenatal Care

As a mother you are entitled to paid time off to attend appointments for antenatal care on the advice of a registered practitioner, registered midwife or registered health visitor. After your first appointment, we will ask you to produce your appointment card for your Line Manager to confirm the proposed absence dates.

Fathers and partners are entitled to take unpaid time off to accompany the expectant mother for up to two antenatal appointments.

## 7.3 Paternity Leave

Employees whose partner is having a baby, adopting a child or having a baby through a surrogacy arrangement may be entitled to paternity leave and pay.

You can choose to take either one or two weeks leave, which must commence after the baby is born or in the case of adoption after the child has been placed with the family and finish within 56 days of the birth / placement.

Eligible employees will receive Statutory Paternity Pay (SPP) for the duration of their leave.

You will be required to give certain notice to your Line Manager before your paternity leave starts, so please ensure that you deal with this in sufficient time.

*The full policy, procedure and guidelines can be found at [www.york.ac.uk/commercialservices/hr/policies/paternity-leave/index.html](http://www.york.ac.uk/commercialservices/hr/policies/paternity-leave/index.html)*

## 7.4 Adoption Leave

The Company's Adoption Scheme incorporates the relevant legislative and statutory entitlements with regards to adoption leave and pay.

To qualify for adoption leave and pay you must work under a contract of employment for the Company. The rights apply to full-time and part-time staff regardless of how many hours are worked provided that any qualifying conditions, such as length of service, are satisfied.

Employees who qualify for adoption leave are entitled to a period of

- 26 weeks ordinary maternity leave ("OAL") and a further period of
- 26 weeks additional maternity leave ("AAL").

You may be entitled to receive statutory adoption pay ("SAP") depending upon your length of service with the Company and your average weekly earnings level.

*The full policy, procedure and guidelines can be found at **[www.york.ac.uk/commercialservices/hr/policies/adoption-leave/index.html](http://www.york.ac.uk/commercialservices/hr/policies/adoption-leave/index.html)**.*

Contact the Company HR department to discuss your entitlements. Contact details can be found in section 20 of this handbook.

## 7.5 Shared Parental Leave (SPL)

Employees (both mothers and fathers) who meet the required criteria may be entitled to receive Shared Parental Leave.

Shared Parental Leave will entail the mother ending her maternity leave early and allowing her partner to take her remaining maternity leave entitlement as shared parental leave. Depending upon the mother's entitlements and eligibility of the partner there may be an entitlement to Shared Parental Pay (ShPP).

Please contact the Company HR department to check your eligibility, contact details can be found in section 20 of this handbook.

The full policy, procedure and guidelines can be found at **[www.york.ac.uk/commercialservices/hr/policies/Shared-Parental-Leave/index.html](http://www.york.ac.uk/commercialservices/hr/policies/Shared-Parental-Leave/index.html)**.

## 7.6 Parental Leave

Employees (both mothers and fathers) who have completed one year's continuous service with the Company may be entitled to receive parental leave. Employees may be entitled to receive up to 18 weeks' unpaid parental leave to take care of each child up to their eighteenth birthday. A 'week' equals the length of time an employee normally works over seven days.

*The full policy, procedure and guidelines can be found at **[www.york.ac.uk/commercialservices/hr/policies/parental-leave/index.html](http://www.york.ac.uk/commercialservices/hr/policies/parental-leave/index.html)***

# Holiday Leave

## 8.1 Holiday Entitlement

The Company's holiday year currently runs from 1 January – 31 December and annual leave must be taken within the holiday year. Your annual leave entitlement will be outlined in your Statement of Main Terms and Conditions of Employment and is calculated on your total annual contract hours and duration of your role. If your annual leave entitlement is included in your salary this will be specified in your Statement of Main Terms and Conditions and you will therefore be unable to take annual leave during your working week. In cases of emergency you should follow the unpaid time off for dependents procedure see section 6.2 for more information.

The Company reserves the right to insist you take a portion of your annual leave entitlement during the Company's compulsory closure days. This will include Company closure days such as during the Christmas vacation and other periods dependent upon business demand. As a minimum a statutory notice period will be given. Affected employees will be notified of the exact dates by their Line Manager.

## 8.2 Arranging Your Holiday Dates

Holiday leave is subject to operational requirements. You must obtain agreement to your proposed holiday dates from your Line Manager in advance. Due to business needs or down-time, there may be various restrictions on the periods when you will be granted leave. For example, retail staff are encouraged to take leave during University vacation periods but to avoid taking leave in September and October. Catering staff will not normally be granted leave at the start of the academic year which is usually in September or October. Conference and Events staff are encouraged to take their leave during University term-time. If you have a need to take leave in a non-permitted period, make your request in writing to your Line Manager.

*The full policy, procedure and guidelines can be found at [www.york.ac.uk/commercialservices/hr/policies/annual-leave/index.html](http://www.york.ac.uk/commercialservices/hr/policies/annual-leave/index.html)*

## 8.3 Public/Bank Holidays

Your entitlement to public and bank holidays will be included in your annual leave entitlement.

If you are required to work on a public / bank holiday then you are entitled to time off in lieu. The calculation of lieu is calculated at your contracted hours for that particular day.

If a public / bank holiday falls on a day on which you would normally be expected to work, you will be required to take one of your holiday entitlement days to cover the bank holiday. You will then be paid for the bank holiday. If a bank holiday falls on a day you would not normally be expected to work your entitlement to that day will remain in your annual leave balance.



## **8.4 Holiday Pay**

Holiday pay is included in your normal monthly pay.

## **8.5 Accrued Holiday Pay for Employees on Leaving**

On leaving the Company you are entitled to take paid holiday or payment in lieu which represents that proportion of your holiday entitlement for the period you have worked during the final leave year of your employment and for which you have not taken holiday.

The Company reserves the right to deduct an amount from your final pay to cover any holidays which have been taken but not yet accrued.



# Company Pension Scheme

## 9.1 The People's Pension

The Government wants to encourage all of us to save for our retirement. The Company is therefore required under legislation to automatically enrol its workers into a qualifying pension scheme under certain circumstances. The Company uses The People's Pension scheme for this purpose, which is provided by B&CE. The Company will share relevant information with B&CE so that they can administer the pension scheme.

If you are a member of the scheme, we will deduct contributions directly from your pay each month. The Company will also make contributions if you are eligible for them and you will receive tax relief on your contributions from the Government.

You can get more information about The People's Pension at:  
**[www.thepeoplespension.co.uk/employees](http://www.thepeoplespension.co.uk/employees)**

Full details regarding the criteria you must meet to be automatically enrolled, how to join if not enrolled or how to opt out can be found in your Statement of Main Term and Conditions of Employment and on the Company Pensions website.

## 9.2 The University of York Pension Fund

Employees will be required to serve a three year waiting period before applying to join the University of York Pension Fund. For new employees or existing staff who joined YCL/NYCH prior to 24 December 2013 you will be eligible to apply on 25 December 2016. New employees will be required to deliver a three year waiting period from their start date before being eligible to join the University of York Pension Fund, subject to the rules of the scheme. To apply to join you should contact the Pensions Office (**[pensions@york.ac.uk](mailto:pensions@york.ac.uk)**).

Please note if at this point you are aged 60 or over, you will not be eligible for membership.

The University of York Pension Fund is a defined benefit, final salary pension scheme. This means that you accrue years and days of membership whilst you contribute, and your benefits are based on your salary upon leaving the University (your “final salary”).

### **9.3 Pensions Extra (UoY) – Salary exchange scheme for the University of York Pension Fund**

Pensions Extra (UoY) is the Company’s salary exchange scheme for pensions. It is not available if you contribute to The People’s Pension, but is available if you apply to join the University of York Pension Fund after completing the required waiting period.

If, when you apply to join the University of York Pension Fund, you meet the eligibility criteria of Pensions Extra (UoY), as defined in the Employee Plus Scheme Rules) and unless you choose to opt out of Pensions Extra (UoY), your annual salary will be reduced by the members’ contribution rate and an equivalent amount will be paid by the company as an additional employer pension contribution into the University of York Pension Fund. If, upon joining the University of York Pension Fund, your employment is due to cease within a period of two years or less from the date of joining, you will not be entered into Pensions Extra automatically.

Please contact the Pensions Office for further details, the contact details can be found in section 20 of this handbook.

*Further information can be found at:*

**[www.york.ac.uk/commercialservices/hr/pensions/index.html](http://www.york.ac.uk/commercialservices/hr/pensions/index.html)**

# Health and Safety/Environment

## 10.1 Health and Safety Policy

The Company's Health, Safety and Welfare Policy sets out its commitment to comply with the law in respect of health and safety matters.

For your reference, copies of this document and the Food Hygiene Policy for food-handlers are available in your work unit.

You have a legal obligation to comply with all of the health and safety workplace rules, regulations, safe systems of work and standard operating procedures, in order to protect your health and safety and that of your colleagues and those who are affected by the Company's activities.

The Company takes health and safety matters seriously. As such, a failure to comply with the Health and Safety and Food Hygiene Policies may lead to disciplinary action being taken against you.

## 10.2 General Rules

You have a duty of care to:

- Work safely and efficiently to safeguard your health and safety and the health and safety of others who may be affected by your work or actions;
- Observe the Company's health and safety rules and regulations and to follow instructions given to you by trained members of staff on safe systems of work;
- When you have been trained how to use it, to utilise the health and safety equipment and personal protective equipment provided to you;

- Not interfere with or misuse any equipment or items which have been provided in the workplace to maintain safe and healthy systems of working;
- Inform your Line Manager of any faults or defective equipment and machinery or any other hazard or potential safety hazards which you may find in your work place environment;
- Inform your Line Manager of all accidents, incidents or dangerous occurrences, no matter how trivial you think they may be, so that a health and safety report form can be completed;
- Seek advice from an experienced member of staff if you are unsure of a particular work requirement;
- Not use electrical equipment until you have been shown how to use it safely. If you are under 18 you are not allowed by law to use dangerous machinery, e.g. food slicers, waste disposal units, high-speed rotary floor polishers, refuse compactors;
- Keep fire exits, doorways, stairs and corridors free from obstruction at all times;
- Familiarise yourself with the emergency evacuation procedures for your place of work, the location of the first-aid box and the name of the nominated first aider.

### **10.3 Fire Precautions**

Fire on any of our premises could endanger the lives of employees, students and members of the public and it is important that you fully understand and comply with the fire regulations and the evacuation procedures.

## **10.4 Smoking**

There is a no-smoking policy in operation on all Company premises (including Company vehicles).

Staff should avoid smoking in the immediate proximity of Company premises as it can create an unprofessional impression.

Any employee caught smoking in Company premises or vehicles may face disciplinary action.

## **10.5 Environment**

The Company recognises and fully accepts its responsibilities for safeguarding the environment in which we, and our families, live and work. In order to meet these responsibilities we will make sure that you are aware of our aims, and you are encouraged to make your own contribution to our environmental objectives.





# Code of Conduct

## 11.1 Equal Opportunities

We are an equal opportunity employer. Our policy is that all job applicants and employees receive equal treatment regardless of any protected characteristic, namely sex, age, sexual orientation, gender reassignment, marital or civil partnership status, pregnancy or maternity status, disability, race, religion or belief.

The principles of equal opportunities also apply to the way in which you are expected to treat visitors, conference delegates, clients, customers, suppliers and prospective / former colleagues.

As an employee, you are expected to comply with the equal opportunities policy and treat colleagues with dignity and respect at all times. You must not discriminate against or harass other members of staff, regardless of their status.

The Company will investigate any allegation of discrimination in the work place and take appropriate steps to deal with the matter. If you believe that you may have been discriminated against you are encouraged to raise the matter through the Company's grievance procedure. If you believe that you have been subject to harassment you should follow the Company policy on harassment. More information regarding the company's harassment policy can be found in section 11.3 of this Handbook.

Allegations regarding potential breaches of the equal opportunities policy will be treated in confidence and investigated appropriately. Staff who make allegations in good faith will not be victimised or treated less favourably as a result. False allegations which are found to have been made in bad faith will however, be dealt with under our

disciplinary procedure. Any member of staff who is found to have been involved in discrimination or harassment will be subject to disciplinary action, such behaviour may constitute gross misconduct and could result in summary dismissal.

## 11.2 Fair Treatment

We try to treat everyone fairly and with consideration. If you feel that we do not meet these aims, then please make this known to your Line Manager.

## 11.3 Company Policy on Harassment

For this purpose harassment means on the grounds of the protected characteristics listed under the Equal Opportunities section 11.1 and seeks to cover the following:

- a. unwanted conduct whether physical, verbal or nonverbal that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person;
- b. unwanted conduct of a sexual nature (or related to gender reassignment or sex) that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person; or
- c. treating an individual less favourably due to rejection of, or submission to, the treatment in (a) or (b) above.

*The full policy, procedure and guidelines can be found at **[www.york.ac.uk/commercialservices/hr/policies/harassment-and-bullying/index.html](http://www.york.ac.uk/commercialservices/hr/policies/harassment-and-bullying/index.html)***

## **11.4 Recruitment**

The Company will ensure that its equal opportunities policy is implemented by everyone concerned in recruitment, training and development. All staff engaged in recruitment and / or appointment of staff on behalf of the Company must have undertaken the University of York's recruitment and selection training course, job selection criteria should be based on objective and proportionate requirement and should be regularly reviewed to ensure that candidates are treated on the basis of their relevant merits and abilities.

Full consideration is given to job applications from disabled persons and will take into account the aptitudes and abilities of each person in relation to the requirements of the role.

The Company will, if appropriate, make reasonable adjustments to the workplace or employment arrangements to accommodate the needs of an individual's disability, or the needs of a career.

## **11.5 Public Interest Disclosure Act 1998**

If you reasonably believe that misconduct or malpractice is arising within the Company, you should report your concerns without delay (orally or in writing) to your Line Manager, Head of Section or a Director of the Company.

You will need to show why you believe the information to be substantially true and if you make the report in good faith then, even if it is not confirmed following an investigation, you will not be liable to any detriment.

You should say at the outset if you want to raise the matter in confidence and the Company will then use its best endeavours to keep your identity secret.



# Standards of Conduct

## 12.1 Appearance

Whenever you are at work you are a representative of the Company and your appearance and personal hygiene are important.

You will be notified of the standard of dress which applies in your place of work. You may also be required to wear a uniform and Company badge and these will be provided to you. You should choose footwear which is safe and in good repair. The choice, including style and colour of footwear, may be restricted for reasons of uniformity and safety. Personal protective equipment will be provided as appropriate and, when provided, this must be worn.

You must pay particular attention to your appearance, personal hygiene and the care and presentation of your clothes and footwear to ensure that the Company's standards are maintained. Excessive jewellery must not be worn. If you work in any food outlets, including our supermarkets, and are classified as a food handler, you will be required to conform with the Food Hygiene Regulations. Under these regulations items that should not be worn in the workplace will include rings with stones, earrings, tongue studs and false nails – this list is not exhaustive.

## 12.2 Flexibility

Through training and by giving a variety of job experience, we are able to be flexible and provide the standard of service which our customers expect. Your job description sets out the general content and character of the role that you are being asked to undertake. You may be required to carry out other duties at your place of work that are within your capabilities. You may also be required to change job location within the University as required. We will give you as much notice as we can of alterations to your working arrangements.

## **12.3 Policy on Alcohol and Misuse of Drugs**

It is accepted by many in society that drinking alcohol in moderation is a pleasant activity. However, there is a growing awareness that while employers have no right to prescribe what their staff do in their own time, the effect of alcohol or the misuse of drugs on the workplace is a matter that needs to be addressed. Because alcohol can impair judgement, it can affect performance, conduct and the safety of your colleagues and yourself. All staff are expected to perform at a reasonable level and to act reasonably during work hours. Further, your actions outside normal working hours should not bring the Company into disrepute.

For the purposes of this Handbook, misuse of drugs refers to the use of any illegal substances or the misuse of any prescription or non- prescription drugs. Employees are prohibited from possessing, selling or taking any illegal drugs on Company premises or during working hours as well as misusing any drugs during working hours or attending work whilst under the influence of illegal drugs. Employees should not consume alcohol during working hours or attend work whilst under the influence of alcohol.

Staff whose performance is affected by their consumption of alcohol or the misuse of drugs will be subject to the disciplinary procedures detailed in Section 13 of this Handbook.

## **12.4 Appointment of Family Members**

In order to avoid any potential conflicts of interest relating to the business of the Company, Line Managers must seek agreement from the Director/Deputy Director of the Company in advance before appointing family members to roles within their Section.

## **12.5 Additional Employment with other Organisations**

You will devote the whole of your contracted working time to the affairs of the Company during your employment and shall not, during the term of your employment, be directly or indirectly engaged, concerned or interested in any other business, whether as principal, agent, partner, director, employee or otherwise, except with the written consent of the Company.

## **12.6 Criminal Convictions**

If, during the course of your employment, you commit a criminal offence, are bound over, cautioned or subject to criminal proceedings which might lead to a conviction, binding over or caution, you are required to inform your Line Manager at the earliest opportunity.

If such conviction impacts on your duties, the Company may consider the termination of your employment.





# Discipline and Grievance Matters

## 13.1 Disciplinary Policy

The Company's disciplinary procedure is designed to help and encourage all employees to achieve and maintain standards of conduct, attendance and job performance. It does not apply to agency workers or self-employed contractors. The aim is to ensure consistent and fair treatment for all in the Company.

All employees are required to observe the terms and conditions of their Statement of Main Term and Conditions of Employment, the required standards of performance and conduct themselves in an appropriate manner. For minor offences, informal warnings will be given by your Line Manager so that corrective action may be taken without recourse to the formal procedure. However, where minor offences continue or where a more serious offence is committed then they will be dealt with as a disciplinary matter in accordance with the following procedure.

The Formal Disciplinary Procedure may be implemented at any stage if your conduct warrants such action.

### 13.1.1 General Points

You will not normally be dismissed for a first breach of discipline, except in cases of gross misconduct when the penalty will be dismissal without notice or payment in lieu of notice, or if you have not yet completed your probationary period.

Notes of warnings will be issued to you and will be held on file for the period stated in the warning. After that time they will be considered spent for disciplinary purposes, subject to achieving and sustaining satisfactory levels of performance and/or conduct.

### 13.1.2 Suspension

The Company reserves the right to suspend you where a serious disciplinary offence is alleged to have taken place, in order to allow sufficient investigation of the incident. Payment for the period of suspension will be at your basic rate of pay.

Suspension of this kind is not a disciplinary penalty and does not imply that any decision has already been made about the allegations.

### 13.1.3 Disciplinary Sanctions

#### LEVEL ONE – FORMAL WRITTEN WARNING

- a.** This is usually given if there has been either a minor breach in conduct which remains unresolved by informal action, or a first more serious breach of discipline.
- b.** The disciplinary sanction of a written warning given under level one will be retained on the employee's personal file, subject to satisfactory conduct and/or improvements for twelve months from the date the decision is confirmed.

#### LEVEL TWO – FORMAL FINAL WRITTEN WARNING

- a.** If the employee does not meet the required standard of conduct set out in level one or commits any other act of misconduct during the timescale of an existing warning, a further formal disciplinary hearing may be convened under level two of this procedure.
- b.** In some circumstances, where an alleged misconduct is sufficiently serious, it may be appropriate to progress straight to level two of this procedure.
- c.** The disciplinary sanction of a final written warning given under level two will be retained on the employee's personal file, subject to satisfactory conduct and or improvements, for twenty-four months from the date the decision is confirmed.

#### DISMISSAL

Any further breach or repetition of the misconduct or an incident of gross misconduct will result in the termination of employment.

### 13.1.4 Disciplinary Procedure

The Company disciplinary procedure will normally consist of an initial investigation whereby evidence will be collected. A decision will be made by the investigation officer whether further action is necessary.

If the allegation is found during the investigation meeting a disciplinary hearing will be scheduled. The hearing will take place before action is taken, except where that action constitutes a suspension pending an investigation. At the hearing the allegations and evidence will be explained to you. You will be given the opportunity to set out your case and answer any allegations. You can ask questions, present evidence and call witnesses (where relevant to your case).

#### INVESTIGATION

Disciplinary action will normally not be taken until the case has been investigated. This may involve collation of evidence or an investigatory meeting. For misconduct matters, different people should carry out the investigatory meeting and the disciplinary meetings if possible.

You do not have the right to be accompanied at an investigation meeting. However, we may allow you to bring a companion if it helps you to overcome any disability, or any difficulty in understanding English.

You will not be given a disciplinary sanction after an investigation meeting. A separate disciplinary hearing will be arranged.

#### DISCIPLINARY HEARING

The hearing will take place before action is taken, except where that action constitutes a suspension pending an investigation. At the hearing the allegations and evidence will be explained to you. You will be given the opportunity to set out your case and answer any allegations. You can ask questions, present evidence and call witnesses (where relevant to your case).

## DECISION

After the meeting, the Company will decide whether disciplinary action is necessary. You will be informed of the decision in writing, identifying the performance or misconduct problem, the improvement required, the consequences of failing to improve (e.g. further disciplinary action and/ or dismissal), the timescale, any help that may be given and the right of appeal.

If you are dismissed, you will also be told the date when your contract will end and any period of notice.

A copy of any disciplinary sanction will be retained on your file.

## APPEAL

If you wish to appeal, you must inform the Company in writing setting out the grounds of your appeal within 7 days of receiving the disciplinary decision.

The Company will then invite you to attend an appeal hearing. The appeal hearing need not take place before the dismissal or disciplinary action takes effect. The appeal will be dealt with impartially and, where possible, by someone different and more senior to the person who took the disciplinary decision.

*The full policy, procedure and guidelines can be found at **[www.york.ac.uk/commercialservices/hr/policies/disciplinary-guidelines/index.html](http://www.york.ac.uk/commercialservices/hr/policies/disciplinary-guidelines/index.html)***

## **13.2 Misconduct**

### **13.2.1 Company Rules and Examples of Misconduct**

During the course of your employment you are an ambassador of the Company and whilst on Company business you will conduct yourself in a professional and ethical manner.

In particular you must:

- Comply with all the Terms and Conditions of your employment;
- Perform your duties as required or directed by your Line Manager or supervisor;
- Comply with all policies, procedures and guidelines issued by the Company;
- Take reasonable care for the health, safety and welfare of yourself and others and comply with the Company's policy on Health and Safety;
- Conduct yourself in all respects and at all times in a manner consistent with the proper performance of your duties and the maintenance of good working relationships with fellow employees and customers.

You are reminded that both in and outside the Company premises you are a representative of the Company. Consequently, your words and actions in connection with your work should do nothing to bring the Company into disrepute, or to tarnish its image or standing within the community.

### **13.2.2 Examples of Gross Misconduct**

In exceptional circumstances you may be dismissed without notice (summary dismissal) if it has been established, after investigation and after a disciplinary hearing, that there has been an act of gross misconduct.

For examples of offences which will normally be regarded as Gross Misconduct leading to summary dismissal visit the full Company disciplinary policy. This list is not intended to be exhaustive and these are examples only.

## 13.3 Grievance Procedures

If you have a grievance or complaint about your work or the people you work with you should, wherever possible, raise this with your Line Manager in the first instance. You may be able to resolve the matter informally between you. However, if the matter is serious and/or informal discussion has not resolved it, you should follow the formal grievance procedure as set out below.

### WRITTEN GRIEVANCE

You must explain the nature of your grievance in writing, without unreasonable delay. The grievance should normally be submitted to your Line Manager. If the grievance is against your Line Manager or you feel unable to raise the matter with him/her, you should talk to your Head of Section or another senior representative of the Company. That individual will appoint an appropriate alternative Company representative to conduct the procedure.

### GRIEVANCE HEARING

The Company will arrange for a grievance hearing to be held to discuss the matter.

At the hearing you should explain your grievance and how you think it should be resolved.

### DECISION

After the meeting, the Company will decide what action, if any, will be taken. You will be informed of the decision in writing including, where appropriate, what action the Company will take. You will also be informed of your right to appeal if you are not satisfied with the decision.

### APPEAL

If you wish to appeal, you must inform the Company in writing setting out the grounds of your appeal within 7 days of receiving the grievance decision.

The Company will then invite you to attend an appeal hearing.

The appeal will be dealt with impartially and, where possible, by someone different and more senior to the person who took the original decision. After the appeal hearing the Company will inform you of the final decision in writing.

#### OVERLAPPING GRIEVANCE AND DISCIPLINARY CASES

If you raise a grievance during a disciplinary process the disciplinary process may be temporarily suspended in order to deal with the grievance. Where the grievance and disciplinary cases are related it may be appropriate to deal with both issues concurrently.

#### COLLECTIVE GRIEVANCES

This grievance procedure does not apply to grievances raised on behalf of two or more employees by a representative of a recognised trade union or other appropriate workplace representative. These collective grievances should be handled in accordance with a separate collective grievance process.

### 13.4 Other Procedural Information

- Your Line Manager will normally investigate grievances, and any meetings to discuss the grievance will also normally be conducted by your Line Manager.
- All Line Managers must consult with a Director of the Company in the event of a formal grievance to ensure consistency of approach throughout the Company.
- A copy of your Statement of Grievance, a note of the decision taken at the first stage of the procedure, any notice of appeal and appeal decision will be placed on your personnel file.

*The full policy, procedure and guidelines can be found at **[www.york.ac.uk/commercialservices/hr/policies/grievance-guidelines/index.html](http://www.york.ac.uk/commercialservices/hr/policies/grievance-guidelines/index.html)**.*





# Security, Property & Confidentiality

## 14.1 Emergency Contact Numbers

Do not put yourself or others at risk. Do not put your possessions or the possessions of others at risk. Always report suspicious persons or packages to the University's Security Control Centre.

The Security Control Centre will provide a rapid response to emergencies. Use any internal telephone and dial:

3333 (emergencies)

4444 (non emergencies)

## 14.2 Personal Property

The Company does not accept liability for any loss or damage to an employee's property. Precautions are usually taken to prevent unauthorised persons coming into the workplace, but you are advised not to bring large sums of money or other valuables to work and not to leave personal possessions unattended. If you bring your own bag into your place of work it should be secured in a locker which will be made available for you.

Please note that you are not permitted to bring large bags into the workplace. If goods are purchased at work then you should obtain a receipt and retain it for future reference.

## 14.3 Security and Confidentiality

For the protection of all employees, the Company reserves the right to require you to submit to a search of your possessions at any time when leaving Company premises.

Company property may not be removed from the Company's

premises by any employee unless the items have been paid for, and you have a receipt, or you have written authorisation from the relevant Line Manager to remove the items.

Upon termination of your employment, or earlier if requested by the Company, you must return all of the Company's property including original and copy documents, computer disks, and / or digital storage devices, tapes, memory sticks, keys, access cards, ID cards, mobile phones, PDA's, lap top computers and all other items belonging to the Company which you have in your possession or under your control.

Cameras may be used to maintain security within your place of work.

All Company operating information, including information displayed on noticeboards is for internal use only and must be treated as confidential.

Confidential information may not be discussed or disclosed to anyone outside the Company unless you are authorised to do so by your Line Manager. If you are unsure about whether a matter is confidential or not, refer the matter to the person to whom you are responsible. Failure to comply with confidentiality and security requirements will lead to disciplinary action.

## **14.4 Computers and Use of Software**

During your employment you may be authorised to gain access to certain computer systems, programs and data. You must not seek to gain access to data or programs for which you have not been given authorisation. Use of the Company's Internet, Intranet and E-mail systems are governed by the University's Information and Communication Policies. The Company will monitor the use of its E-mail and Internet systems in accordance with these. Misuse of these systems including the downloading, viewing or distribution of pornography or other offensive or inappropriate materials may result in disciplinary action being taken.

## **14.5 Gifts and Favours**

Gifts and favours may not be accepted from a member of the public, a supplier or any other person with whom the Company does business or with whom we might do business.

## **14.6 Canvassing and Collections**

If you wish to ask other employees to support an outside organisation or to collect money for any purpose, you must first obtain permission from your Line Manager. Commission selling on Company premises is not permitted.

We strongly advise employees to avoid borrowing money from or lending money to each other as this can lead to a breakdown in good relationships.

## **14.7 Private Telephone Calls and Letters**

Private telephone calls may not be made or received in your working environment either using Company telephones or private mobiles, except in the case of genuine emergencies. If pay telephones are provided in your work place or you have a private mobile telephone, they can be used at break times.

If you are issued with a Company mobile 'phone for business use then you must pay for all personal calls made from that device.

Mobile 'phones should be switched off when you are attending meetings in the workplace.

Your private correspondence should not be delivered to any of the Company's addresses and you must not use the Company's mail collection service for personal mail.



# Training and Your Progress

## 15.1 Training

All employees follow a carefully planned training programme. This includes induction training “off the job” followed by training in basic skills structured to suit individual needs. Each new employee works under close supervision until an accepted level of efficiency is reached.

Training is carried out by internal staff and external instructors and involves a combination of practical experience, formal and “toolbox” training sessions. Some elements will be mandatory for all staff, for instance fire safety training.

Training is a continuing process. It is our policy to identify talents and aptitudes, and to encourage and help employees in the development of their careers.

Those with responsibility for managing and supervising others will be required to attend courses to help them to acquire additional skills. You will be notified of any such courses in advance.

You may be required to attend courses on days or at times when you would not otherwise be working.

## 15.2 Promotion Policy

Vacancies will be advertised internally where appropriate. Whenever possible, promotions and/or transfers will be made internally from employees on the basis of their experience, relevant qualifications, ability and commitment. Where this is not possible we reserve the right to recruit from external sources.

### **15.3. Performance Review and Required Standards of Performance**

You will have the opportunity to discuss your work and your feelings about your job at your formal Objective-Led Annual Performance Review with your Line Manager.

In the first year of your employment your performance will be reviewed regularly. Thereafter you will receive an Objective Led Performance Review with your Line Manager at least every 12 months.

The content of the review is based on your job description and task list. The purpose of the Performance Review is to commend success, plan for the future, highlight areas on which staff require further training or help to identify their career expectations.

Should your performance fail to meet the standard required you will receive written confirmation of the areas where improvement is needed, any additional training that will be provided and the timing for a further review. At the end of this period a further Performance Review will be carried out. If your performance has not reached the required standard you may be given a formal written warning with further training followed by a further review. Alternatively, if the problem is sufficiently serious you may be given a final written warning. If there is continued failure to meet the standard required then further action may be taken which could result in dismissal.

If, during your first two years with the Company you do not demonstrate that you have the capability to do your job, your Contract of Employment may be ended without a detailed warning procedure being followed. In these circumstances there is no right of appeal against the decision.

*The full policy, procedure and guidelines can be found at **[www.york.ac.uk/commercialservices/hr/policies/performance-review/index.html](http://www.york.ac.uk/commercialservices/hr/policies/performance-review/index.html)***

## **15.4 Investors in People and Customer First**

The Company is committed to investing in its staff and developing their skills. It holds the Investors in People Award and the Customer First Award which focuses on maintaining consistent and, high standards of customer services.





## Union Recognition



The Unions that are recognised by the Company for collective bargaining, for the terms and conditions of employment for staff are UNISON, UNITE and UCU. You have the right to belong to any independent Trade Union of your choice.



# Notice

## 17.1 Notice Period

During your probationary period (as notified in your Statement of Main Terms and Conditions of Employment) one week's notice is required for the termination of employment.

After successful completion of your probationary period the Company and you may terminate your employment by giving four weeks' notice. After four or more years continuous employment, the Company may terminate your employment by giving one week's notice for each completed year of service up to a maximum of twelve weeks' notice for twelve or more years' service.

## 17.2 Security of Employment

The Company aims to provide security of employment for all of its employees. If changes are made to the working arrangements, the Company will try to offer you continuing employment wherever possible.

We plan our recruitment and training to ensure that as far as possible your future with us is secure. However, if changes should be necessary to your working arrangements, we will try to minimise the impact on you as follows:

- Where possible you will be given early notification of changes which affect you and the dates on which they are anticipated;
- You will be informed if there are transfer or re-training opportunities within the Company. This may involve different hours of work, different working arrangements, or a change to the location in which you work. You would be expected to show willingness and ability to cope with any change and to have an open mind and flexible attitude towards new opportunities.

These steps would also apply if redundancy were necessary. In this case you would also be given details of your entitlement to redundancy pay and other rights.

### **17.3 Redundancy**

Should it be necessary to consider a formal redundancy process, the Company will comply with the relevant legislation. As the details of any redundancy situation will depend very much on the particular circumstances at the time, each situation will be dealt with as part of the redundancy process, on a case by case basis. However, the Company would consider suitable alternative employment and would seek to follow the guidelines above regarding security of employment.

### **17.4 References**

If you leave the Company, we do not accept any liability to you or to your prospective employer, for information we have provided in good faith. Upon request a standard company reference will be provided which will include confirmation of your employment at the Company, the dates of your employment and your role title.

# Staff Facilities

## 18.1 York Sport Facilities

Facilities include cardiovascular suites and a range of indoor and outdoor sporting activities. You are advised to contact the Sports Village/Centre for advice on the facilities available, charges and membership. **[www.york-sport.com](http://www.york-sport.com)**.

## 18.2 Fishing

You are eligible for membership of the University's Fishing Club, which permits fishing on the University lake. Contact the Sports Centre for further details.

## 18.3 Campus Nursery

The nursery is open Monday – Friday and is fully registered with Ofsted. For further information contact the Nursery or visit their website. **<https://www.york.ac.uk/univ/nrsry>**

## 18.4 Car Parking

There is limited car parking on campus and staff can apply for a parking permit, for which there is a monthly charge based on your annual salary, or you can use the pay-and-display parking bays. If you use a car to come to work you must comply with the University of York's Car Parking Regulations. Comprehensive details of the University's sustainable transport plan are available from: **[www.york.ac.uk/admin/estates/transport](http://www.york.ac.uk/admin/estates/transport)**.



## Useful Links

### 19.1 Company HR Staff Website

<https://www.york.ac.uk/commercialservices/hr>

### 19.2 HR Policies and Procedures

All Company HR policies and procedures can be found at  
<https://www.york.ac.uk/commercialservices/hr/policies/index.html>

### 19.3 HR Forms

<https://www.york.ac.uk/commercialservices/hr/forms>

### 19.4 Pensions

<https://www.york.ac.uk/commercialservices/hr/pensions>

### 19.5 Company Staff Benefits (including Employee Plus)

<https://www.york.ac.uk/commercialservices/hr/Benefits/index.html>

### 19.5 Campus Nursery

<https://www.york.ac.uk/univ/nrsry>

### 19.6 York Sport

<http://www.york.ac.uk/univ/sports>





## Useful Contact Details

COMPANY DIRECTOR

**Jon Greenwood**  
***jon.greenwood@york.ac.uk***  
01904 328412

COMPANY DEPUTY DIRECTOR

**Phil Kember**  
***philip.kember@york.ac.uk***  
01904 328420

### Pensions

***pensions@york.ac.uk***  
01904 324782

### YCL HR

Louise Mouncey  
HR Officer  
***louise.mouncey@york.ac.uk***  
01904 328451

Alison Aktinson  
HR Administrator  
***alison.atkinson@york.ac.uk***  
01904 328413

Generic HR email address for general enquiries:

***ycl-hradmin@york.ac.uk***

### University of York Occupational Health

Gary Malcolm  
01904 32 4608  
***gary.malcolm@york.ac.uk***

### Confidential Care (CiC)

0800 085 1376  
18001 0800 085 1376 – text relay for people with hearing or speech impairments





# YCL | NYCH

