



**UNIVERSITY
OF LONDON**

Central Academic Bodies and central activities

Terms and Conditions of Employment for Administration, Management and Professional Staff

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Terms and Conditions of Employment for Administration, Management and Professional of the Central Academic Bodies and central activities of the University of London

1 General

- 1.1 The following terms and conditions of service shall apply to Administration, Management and Professional Staff employed by the Central Academic Bodies and central activities of the University of London (the "central University") or, where specified in the offer letter, jointly employed by the central University and University of London Union ("ULU").
- 1.2 In this document Administration, Management and Professional Staff means those non-academic staff whose salaries are paid on the central University salary scale for Administration, Management and Professional Staff and whose offer letter states that these terms and conditions form part of their terms and conditions of employment.
- 1.3 All appointments are subject to the provisions (as amended from time to time) of:
 - the employee's offer letter; and
 - these terms and conditions of employment.
- 1.4 In the event of any conflict between the terms of the offer letter and these terms and conditions of employment, the offer letter shall take precedence.
- 1.5 Employees are only entitled to be employed, engaged, concerned or interested in another business, occupation or appointment if it does not interfere with the employee's normal duties for the central University, if there is no conflict of interest with the central University and if the employee has the express written consent of their line manager, which will not be unreasonably withheld.
- 1.6 Where it is in the interest of the central University that employees hold joint contracts of employment with a wholly-owned subsidiary company of the central University these terms and conditions shall apply in full to such joint contracts of employment.
- 1.7 These terms and conditions of employment apply to all staff. Where an employee is on a fixed term or part time or atypical work pattern, the pro-rata principle will apply to pay, leave and related terms and conditions. It will be clear from the offer letter if the position is fixed term, part time or an atypical work pattern.

2 Continuous Employment

- 2.1 The date of commencement of continuous employment with the central University will be specified in the offer letter and will be the employee's first day of employment with the central University. Unless indicated otherwise in the offer letter, no employment with a College of the University of London counts towards the employee's period of continuous employment with the central University.

3 Hours of Work

- 3.1 The employee's normal working hours are specified in the offer letter. Employees may be required to work such further hours as may be necessary for the proper performance of their duties. Further details regarding hours of work can be found on the University of London website.

- 3.2 Employees will not be entitled to overtime pay. Details on eligibility for and calculation of time off in lieu are available on the University of London website.
- 3.3 Departmental heads (and/or an appropriate nominated other) have the discretion to make such variations to the employee's working days and hours as are necessary for the effective running of the department, taking into account the wishes of the employee where reasonably practicable.

4 Salary

- 4.1 The employee's initial salary is specified in the offer letter. Details of the central University's current salary scales and other salary rates and allowances including acting allowances and merit awards are available on the University of London website.
- 4.2 The normal annual incremental date will be 1 February or 1 August, depending on the date that the employee commenced employment with the central University or the date of any subsequent promotion, or as specified in the offer letter. Employees will receive an incremental increase each year until they reach the highest substantive point associated with the post to which they are appointed. Staff are required to complete a minimum qualifying period of at least six months service with the central University in order to qualify for an increment.
- 4.3 No salary will be paid by the central University in respect of periods of unauthorised absence.
- 4.4 Following consultation with the employee, the central University may deduct any sums which the employee owes to the central University from the employee's salary or from any other payment due to be made to the employee by the central University. Such deductions include, but are not limited to, any overpayments, loans or advances made to the employee by the central University, the cost of repairing any damage or loss to the central University's property caused by the employee, any losses suffered by the central University or its clients, customers, students, visitors or other employees as a result of any negligence, carelessness or breach of duty by the employee, and any sums due in respect of holiday taken by the employee in excess of their accrued entitlement at termination. This clause is without prejudice to the right of the central University to recover any sums or balance of sums owed by the employee to the central University by legal proceedings.

5 Superannuation

- 5.1 All employees covered by these terms of service are eligible to join the central University's occupational pension scheme, the Universities Superannuation Scheme (USS), through a salary sacrifice arrangement - subject to satisfying certain eligibility criteria and subject to the rules of such scheme as amended from time to time. Further details of the scheme are available at www.uss.co.uk and at Pensions (Occupational Schemes) on the University of London website.
- 5.2 Eligible employees will be automatically enrolled into the pension scheme with the salary sacrifice arrangement applying to them. It is agreed that as a consequence of enrolment into the salary sacrifice arrangement the central University will reduce the employee's salary by the amount of the pension contribution which would otherwise be required to be made by the employee to the scheme subject to the rules of the scheme in force from time to time.

- 5.3 An employee's membership of the pension scheme is subject to the rules and trust deed of the scheme in force which may be amended from time to time. A contracting out certificate is in force in relation to the employment when the employee is a member of the pension scheme.

6 Expenses and Allowances

- 6.1 The central University shall refund to the employee all reasonable expenses properly incurred by the employee in performing his/her duties, provided that these are incurred in accordance with the central University policy, as amended from time to time. The central University will require the employee to produce receipts or other documents as proof that he/she has incurred any expenses he/she claims.
- 6.2 The employee may be eligible for certain travel, subsistence, meal or other allowances, subject to satisfying certain eligibility criteria and subject to the provisions of The Financial Regulations, October 2009 (Appendix C, Financial Procedures and Related Policies, Section 1 Expenses Manual) as amended from time to time. This document is available on the University of London website.

7 Annual Leave

- 7.1 Full time employees are entitled to 30 working days paid holiday in each leave year plus such bank and other public holidays as are observed by the central University.
- 7.2 In addition to bank and public holidays, there are certain other days at Easter and Christmas (called University Closure Days) on which the central University will be closed. Details of the additional leave that may be taken on the University Closure Days by certain employees is available on the University of London website.
- 7.3 The leave year runs from 1 February to 31 January. If the employee's employment commences part way through the year, holiday entitlement during the first year of employment shall be calculated on a pro rata basis rounded to the nearest half day. Any part months worked will be treated as full months for the purposes of this calculation.
- 7.4 Annual leave is to be taken subject to the needs of the central University and at such times and on such notice as is agreed in advance by the employee's line manager. Employees will normally be required to give notice of at least twice the period of annual leave that they are requesting i.e. an application to take one week's leave would require two weeks' notice.
- 7.5 Employees are strongly encouraged to take at least one holiday period of two clear weeks (10 working days) continuous leave during each leave year in order to get a significant break from work. Those members of staff with financial responsibilities are required to take one holiday period of two clear weeks (10 working days) continuous leave during each leave year.
- 7.6** Employees will normally be entitled to carry forward up to five days of any unused part of his/her holiday entitlement to the succeeding leave year. For part-time employees this will be pro rata. Only in exceptional circumstances may an employee carry forward any additional (to the five days) unused part of his/her holiday entitlement to the succeeding leave year: this must be agreed in advance with the Line Manager.
- 7.7 On termination of employment the employee shall be entitled to be paid in lieu of accrued but untaken holiday except that, where the employee has been summarily dismissed,

such accrued but untaken holiday shall be based on the employee's minimum holiday entitlement under the Working Time Regulations 1998 only. For these purposes any paid holiday that the employee has taken (including any paid holiday on bank or public holidays and University Closure Days) shall be deemed first to be statutory paid holiday.

- 7.8 If the employee has taken more holiday leave than his/her accrued entitlement at the date of termination of his/her employment, the central University shall be entitled to deduct the appropriate amount from any payments due to the employee.
- 7.9 The central University may require the employee to take any outstanding holiday entitlement during his/her notice period.
- 7.10 The basis for calculation of a day's paid holiday for full time staff is 1/260th of the employee's basic salary, which for the purposes of this calculation includes London Weighting.
- 7.11 For part-time staff, annual leave entitlement and any calculation under this clause of a deduction or payment in lieu on termination will be calculated pro-rata to the full time equivalent.

8 Sick Leave

- 8.1 Employees who are absent from work for whatever reason must make every reasonable effort to contact their line manager (or their nominee) in person and within one hour of your normal starting time to inform him/her of the reason for their absence and its expected duration. If you are unable to establish contact with the nominated individual, you may instead contact a member of Human Resources.
- 8.2 If the absence is due to sickness or injury and lasts for 7 calendar days or less the employee must complete a self-certification form which is available on the central University intranet. It should then be submitted to Human Resources within 48 hours of the employee's return to work.
- 8.3 If the absence is due to sickness or injury and lasts for more than 7 calendar days the employee will be required to produce a medical certificate signed by his/her doctor stating the reason for absence by no later than the 8th calendar day of illness and forward it to reach Human Resources by no later than the 10th calendar day of illness. A new medical certificate should be sent thereafter covering all periods of absence.
- 8.4 The employee agrees to consent to a medical examination (at the central University's expense) by a doctor nominated by the central University should the central University so require. The employee agrees that any report produced in connection with any such examination may be disclosed to the central University and the central University may discuss the contents of the report with the relevant doctor. The employee shall authorise disclosure of and co-operate in ensuring the prompt delivery of any resulting report to the central University. After using reasonable endeavours to try and obtain medical information on the employee, the central University reserves the right to use the medical information it has available to it when making decisions about the employee's employment.
- 8.5 Further details of the central University's sick leave provisions including eligibility for occupational sick pay are available on the University of London website.

9 Family friendly provisions

9.1 The central University's arrangements for leave relating to particular family responsibilities are set out in full in separate documents available on the University of London website. These include arrangements relating to:

- maternity leave;
- paternity leave;
- parental leave;
- adoption leave;
- special leave; and
- flexible working.

10 Other leave

10.1 The central University's arrangements for other types of leave are also set out in full in separate documents available on the University of London website. These include arrangements relating to:

- emergency leave/urgent domestic leave;
- compassionate leave;
- public service leave;
- time off and facilities for trade union duties and activities; and
- jury service.

11 Retirement*

12.1 Subject to any provision in the offer letter, employees will normally retire on 31 July following their 65th birthday. If the employee's birthday is 31 July then their retirement date will be their 65th birthday. Employees may apply to defer retirement. Details of the central University's retirement procedure are available on the University of London website.

12.2 Subject to the prevailing rules of USS/SAUL (where applicable), employees may opt to retire on reaching age 60 years or thereafter before reaching age 65 upon giving the normal period of notice required under the 'Termination' section of these terms and conditions of employment.

12.3 Employees should refer to the provisions of their specific pension scheme for pensions' information including retiring prior to the age of 65.

12 Termination

12.2 Unless otherwise stated in the offer letter, the employment may be terminated by not less than three months' written notice on either side.

12.3 The central University reserves the right to terminate without notice in the event of gross misconduct.

12.4 Without prejudice to the central University's right to dismiss without notice in the event of gross misconduct, the central University may, at any time during the employment require

the employee to cease performing his/her job for such period or periods of the employment as the central University shall in its absolute discretion determine. During any such period of leave:-

- the central University shall continue to pay the salary and shall provide all benefits to which the employee is entitled under his/her contract;
- the central University shall be under no obligation to provide any work for the employee and shall be entitled to appoint any other person or persons to perform the employee's duties whether on a temporary or a permanent basis;
- the employee is not permitted to work for another employer or undertake work of any kind (on a paid or unpaid basis, contract for or of services) without the specific permission of the central University;
- the central University may forbid the employee to enter any central University premises or to contact any employees, officers, students, customers, clients, agents or suppliers of the central University without its prior consent (the employee may contact representatives of the relevant trade unions for advice);
- the employee shall, at the request of the central University, immediately deliver to the central University all or any property in his/her possession or control which belongs to the central University or which relates to the business of the central University;
- the employee shall keep the central University informed of his/her whereabouts so that he/she can be called upon to perform any appropriate duties as required by the central University; and
- for the avoidance of doubt the employee shall continue to be bound by all the employee's obligations under his/her contract insofar as they are compatible with the employee being on leave including, without limit, the employee's duty of good faith.

12.5 Any accrued but unused holiday entitlement shall be deemed to be taken during any period of leave.

13 Financial Regulations and Procedures

13.1 Employees are required to conform to the central University's Financial Regulations. Employees with day to day responsibilities for financial matters will be issued with their own copies but all employees have access to the procedures on the University of London website. Employees seeking further guidance on the Financial Regulations should direct queries to their Divisional Director in the first instance.

13.2 Failure to conform to the central University's Financial Regulations may result in disciplinary action up to and including dismissal.

14 University Information Technology, Internet, Communication and Similar Facilities

14.1 During the appointment the employee will have access to the central University's telecoms and computer system which provides for communication by various means including telephone, fax, e mail, voice mail and which also allows access to the internet and the central University's intranet ("**Systems**"). The Systems (which include without limitation any mobile telephone or laptop computer provided by the central University to the employee) are intended primarily for business use only and must be operated and used strictly in accordance with central University policy including, where relevant, the central University's IT Policies, Codes of Conduct and the Janet Policy as amended from time to time and available on the University of London website. Breach of any such policies may result in disciplinary action up to and including dismissal.

15 Health and Safety

- 15.1 The central University is committed to securing, so far as is reasonably practicable, the health, safety and welfare of all its employees. The central University's Health and Safety Policy is available on the University of London website.

16 Data Protection and Confidential Information

- 16.1 For the purposes of the Data Protection Act 1998, the employee consents to the central University's and its appointed agent's processing of personal data (including any sensitive personal data) of which the employee is subject.
- 16.2 The employee agrees to familiarise himself/herself with the data protection principles which are set out on the University of London website and to act at all times during the appointment in accordance with the requirements of the Data Protection Act 1998 in relation to the processing of data. Breach of this undertaking may result in disciplinary action, up to and including dismissal.
- 16.3 The employee shall not at any time (whether during or after his/her employment) communicate, disclose, use, exploit or cause any unauthorised disclosure of any trade secrets or confidential material relating to the central University. Confidential material shall include but not be limited to all confidential material relating to the business affairs, management, finances, personnel, or administration of the central University or any of its business contacts. Breach of this undertaking may result in disciplinary action up to and including dismissal.
- 16.4 This restriction does not prevent the employee from making a protected disclosure. Further details on making protected disclosures are set out in Ordinance 23 (Public Interest Disclosure) on the University of London website or available from the Central Secretariat.

17 Dignity at Work and Equality and Diversity

- 17.1 The central University has policies on dignity at work and equality and diversity. Employees are required to observe these policies which are available on the University of London website.

18 Collective Agreements

- 18.1 The collective agreements between central University, UCU (previously AUT) and UNISON that directly affect the employee's employment are the Implementation of the Framework Agreement for the Modernisation of the Pay and Grading Structure (dated 8 February 2006) and the University Consultation Forum (dated 6 March 2007). Both these agreements are available from the University of London website.

19 Freedom of Speech

- 19.1 Individual employees purporting to represent the views of the central University shall not communicate with the press or any other medium without the prior permission of the Vice-Chancellor.

20 Job Evaluation

- 20.1 A formal system of job evaluation is used to identify the grade of each post in the central University. There is a job evaluation procedure and details are available on the University of London website for employees to request a review of the grade of their post.

21 Grievance, Disciplinary and Dismissal Procedures

- 21.1 The employee's attention is drawn to the disciplinary procedure and grievance procedure applicable to his/her employment, which are available on the University of London website.
- 21.2 Should the employee be dissatisfied with any disciplinary decision taken against him/her or with any decision to dismiss, he/she should appeal the decision in writing to the Director of Human Resources. Full details of how the employee should go about this and the steps which follow the raising of an appeal are available in the disciplinary procedure from the University of London website.
- 21.3 If the employee wishes to raise a grievance relating to his/her employment which cannot be resolved informally, the employee should raise this in writing with his/her line manager or Human Resources. Full details of how the employee should go about this and the steps which follow the raising of a grievance are available in the grievance procedure from the University of London website.

22 Names, Addresses and National Insurance Details

- 22.1 All employees must supply Human Resources with their full name, permanent address, telephone and mobile number. In an emergency (e.g. a sick relative or an urgent processing of a mortgage application) Human Resources may contact the employee by telephone.
- 22.2 Changes to such information must similarly be notified together with proof (sight of the appropriate certification) in the case of a change of name.
- 22.3 Employees must provide Human Resources with up to date details of their next of kin or point of contact in the case of an emergency.
- 22.4 Employees must supply their national insurance number to Human Resources within seven days of their employment commencing. Newly appointed employees who do not have a national insurance number are advised to contact the Department of Work and Pensions without delay.
- 22.5 New employees must provide Human Resources with parts 2 and 3 of Form P45 in connection with income tax in respect of any previous employment.
- 22.6 New employees must supply details of a bank account into which their salary and other payments may be made by electronic transfer.
- 22.7 Where appropriate, a certificate of eligibility for contributions at the reduced rate for married women, or for excused contributions in the case of persons who are considered as retired for national insurance purposes, must be submitted to Human Resources within seven days of their employment commencing.

Please note that the 'Retirement' section is not applicable to employees whose employment with the central University commenced on or after **1 August 2011. Please refer to your offer letter for further information.*

***Clause 7.6 was amended to as is current with UCU and Unison agreement on **19 December 2013**.*