

Main Terms and Conditions



Support Staff: Technical Staff; Operational Staff; and Grade 1 to 4 Professional Staff

Revised to align with changes following the review of Governance

Revisions agreed with UNISON and Unite and effective from 1st September 2010 and updated 6th October 2014

I. Continuous Service

- a) Unless otherwise specified in your contract, your continuous employment with the College is taken to begin with the first day of your appointment to a post in the College.
- b) **For Clerical and Related Staff; Library Shelves; and Library Reception Staff only:**
When calculating your entitlement to sick pay, leave entitlement, maternity, paternity and adoption benefits, the College will take into account employment with another University of London establishment immediately before your appointment with QMUL. It will do the same for pension benefits, provided that you transfer your pension benefits to the College scheme.

2. Probation

- a) You will be on probation for a period of one year unless this period is waived or modified in your contract. The Head of School or Institute/Director of Department/Head of Section will review your progress, normally after three, six and nine months' service. After eleven months' service (or earlier), the College will notify you whether your appointment is to be confirmed, extended or ended.
- b) If you are appointed on a contract of less than one year, you will be on probation for the duration of the contract. If your appointment is extended, the probationary period will also be extended until a period of one year is complete.

3. Hours of Work and Duties

- a) You are required to carry out such duties as may reasonably be assigned from time to time by your Head of School or Institute/Director of Department/Head of Section . No major changes to any duties may take place without prior consultation, and wherever possible, agreement.
- b) The normal working hours for full-time staff are 35 per week, excluding the lunch break. The number of hours required in any given week may vary from week to week but will average no more than 35 hours for a full time employee. The actual times of working are:
 - i) set by the Head of School or Institute/Director of Department/Head of Section who has the discretion to vary them to meet the needs of the department;
 - ii) set out in your contract of employment (this will include any requirement to work shifts, evenings, nights or weekends; or to participate in an on-call rota).
- c) You are not permitted to do any private work involving the use of College Facilities without the prior permission of the Head of School or Institute/Director of Department/Head of Section .

Support Staff Terms and Conditions

- d) **Term-time-only staff:** your contract will normally be for 42 weeks a year. You are required to work during school half-terms.

4. Appraisal and Training

- a) Every member of staff is required to participate in the College's appraisal scheme, as determined from time to time.
- b) You will be required to attend training provided by the College to enable you to carry out your duties to the required standard. The College recognises the importance of continuing training and development in line with the needs of the service.

5. Pay Arrangements

- a) Your grade and salary will be as stated in your contract.
- b) The College's current salary scales, which incorporate London Allowance, are set out in Appendix A, attached to and part of these Conditions. Increases to the salary scales will be those approved nationally from time to time for university staff. Any increase will apply to the whole amount in the scale, including any element of London Allowance.
- c) Incremental progression will be automatic up to the bar in each grade. Thereafter, progression will depend on your contribution as assessed by the College. Incremental progression is due each year on 1st August. If you are appointed between 1st April and 31st July inclusive, your first increment will be due on 1st August of the following calendar year.
- d) Salaries are paid monthly in arrears on or before the 24th of each month. You will be notified in writing of your salary details. The normal method of payment is by transfer to a bank account.
- e) The College will deduct income tax and National Insurance contributions.
- f) If you are overpaid, this document gives the College authority to recover the overpayment by making deductions from your salary. The rate of any such deduction will not be unreasonable.
- g) The College operates a scheme in conjunction with the Charities Aid Foundation to enable staff to donate part of their salary to any charity they specify. Tax relief is due on such donations.
- h) **For Technical Staff and Clerical and Related Staff only:** the grading will be reviewed annually. The procedures by which this review will be undertaken are set out in a separate document, as issued from time to time, which is available on request.

6. Pension Scheme

- a) **For support staff on grades 1 to 3:** the occupational pension scheme for College staff in your grade is SAUL (the Superannuation Arrangements of the University of London).
- b) **For support staff on grade 4 and above:** the occupational pension scheme for College staff in your grade is USS (the Universities Superannuation Scheme).
- c) If you are eligible for either of the above schemes, you will automatically be entered into the appropriate scheme unless you state, in writing, that you do not wish to join.
- d) You may not join or remain a member of any other occupational pension scheme unless:

Support Staff Terms and Conditions

- you are already a member of the NHS Pension Scheme; and
 - you are employed by the School of Medicine and Dentistry; and
 - you state in writing that you opt to remain in the NHS scheme.
- e) If you remain in the NHS scheme, you will be required to contribute to the scheme according to its rules. The College will contribute an additional sum in order to finance the benefits of the scheme.
- f) If you join SAUL or USS, you will automatically be entered into the College's PensionsPlus scheme. This is a more effective way of paying your pension contributions.
- g) Instead of the employee and the employer each contributing to the pension fund, under the PensionsPlus scheme, you agree to have your salary reduced by the amount you would otherwise have contributed. In return, the College will pay both its contribution and the amount that you would have paid. As a result:
 - i you no longer pay any national insurance on the amount you would have contributed; and
 - ii your take home pay will be greater.More information is available in a booklet which is included with this contract of employment or from the Pensions' Officers in the HR Department.
- h) The PensionsPlus scheme is not available for staff in the NHS scheme
- i) If, instead of joining one of the College's occupational pension schemes, you opt in writing to stay in the Second State Pension Scheme (SSPS) or to take out a Personal Pension, the College will contribute only the minimum amount that it is required to in law.
- j) If you decide not to join SAUL or USS, or opt to leave it, the rules of the scheme may, in certain circumstances, permit you to join or re-join the scheme.
- k) You can get further information from the Pensions' Officers in the HR Department.

7. Contractual Overtime

- a) Very few staff are required to work *contractual* overtime. Any requirement to work such overtime will, naturally, be set out in your contract of employment. The College's conditions for contractual overtime depend on which staff group you are in. The arrangements for all the staff groups covered by this document are described in Appendix 3, which is attached.

8. Non-contractual Overtime

- a) The normal working week of 35 hours must be worked completely before overtime provisions apply.
- b) For overtime or additional work is that is not required by your contract of employment, the following conditions apply.
- c) The College's policy is to minimise the practice of overtime working. The College will give as much advance notice of overtime as practicable. But inevitably, some overtime may be required at short notice due to sickness and emergencies.
- d) Overtime will normally be compensated by time-off in lieu. Exceptionally, with the prior agreement of the Head of School or Institute/Director of Department/Head of Section , payment will be based on the plain-time mid-point for the grade of the work being carried out (rather than the grade and increment of the person doing the work).

Support Staff Terms and Conditions

However, the relevant midpoint will be enhanced by a multiplier depending when the additional work is performed.

Multiplier	Period in which additional hours are worked
1.2	Between the end of your normal working day and midnight
1.3	Between midnight and the start of your normal working day, or anytime at weekends
1.4	Bank holidays

- e) At the time the overtime is offered, you should indicate whether you prefer to take time off in lieu or to be paid. If the needs of the service mean that your choice cannot be agreed, management may decide not to authorise the overtime.

9. Payment for Temporary Additional Duties

- a) If you are required to carry out the full duties and responsibilities of a higher graded job, you will be paid at the rate for the higher graded job, provided that you meet the conditions below.
- b) The period you are paid for will include the qualifying period, and will continue to the last full day on which you are required to carry out the higher graded duties.
- c) **For Grounds Staff:** The minimum period before you qualify for additional pay is 1 day. If you qualify, your pay will normally be based on the mid-point of the higher grade, but the extra pay will always amount to at least 1 increment.
- d) **For Maintenance Assistants, Maintenance Technicians and Craft Grades; Manual and Ancillary Grades:** The minimum period before you qualify for additional pay is 1 week. If you qualify, your pay will normally be based on the minimum salary point of the higher grade, but the extra pay will always amount to at least 1 increment.
- e) **For Clerical and Related Staff; Library Receptionist; Library Shelves; and Technicians:** The minimum period before you qualify for payment is 4 weeks. If you qualify, your pay will normally be based on the salary mid-point of the higher grade, but the extra pay will always amount to at least 1 increment. If you do not carry out the full duties and responsibilities of the higher graded job, you will be paid a sum in addition to your normal salary. The amount of the payment will take into account:
 - i) the proportion of the full duties and responsibilities undertaken; and
 - ii) the length of time (including the initial four weeks) for which they have been required.

10. Leave Arrangements

- a) **Annual Leave:** The leave year runs from 1st August to 31st July. Full-time staff are entitled to 30 working days annual leave. Part-time members of staff are entitled to annual leave on a pro-rata basis. The choice of dates for leave is left to the employee, subject to the prior approval of the Head of School/Director of Institute or Department/Head of Section. They will not unreasonably withhold consent.
- b) **Carry over of annual leave:** If, owing to the needs of the work, you are unable to take your full entitlement during the leave year, you should apply to the Head of

Support Staff Terms and Conditions

School/Director of Institute or Department/Head of Section. They will normally allow you to carry over up to five days leave. No reasonable request will be refused, but the amount carried over will not normally exceed five days.

- c) **Public and Statutory Holidays:** Full-time staff are entitled to paid holidays on the eight public/statutory holidays. Part-time staff are entitled to payment on any public/statutory holidays on which they would normally have worked.
- e) If you are absent without permission on the working day before or after a public holiday you will not be paid for the holiday itself.
- f) **Annual Leave for Term-time-only Staff:** If you work a 5 day week during term time, you are entitled to take and be paid for 24 days a year, pro rata if you work less than a 5 day week. You may, normally, take up to 6 days leave during term time, although your Head of School or Institute/Director of Department has discretion to permit more in exceptional circumstances.
- f) **Public and Statutory Holidays for Term-time-only Staff:** You will be paid for any public/statutory holiday where you work either or both:
 - i) the day before the holiday; or
 - ii) the day after the holiday.If this criterion is not met, you will not be paid.
- g) **College Closure days:** Full-time members of staff are entitled to paid holidays on four other days as determined by the College, after consultation with the recognised trade unions. Part-time staff are entitled to payment on any such days on which they would normally have worked. The College may, at its sole discretion, grant paid holidays on additional closure days.
- g) **Annual Leave entitlement in the year of entry or leaving:** This will be a proportion of the full year entitlement based on the number of complete months you work in the year. If your employment is ending, you will be entitled to be paid for any outstanding annual leave that you have not taken. Similarly, if you have taken more leave than your entitlement, the College will deduct an appropriate amount from your final salary.
- h) **Special leave:** This may be granted for the discharge of public duties, or for compassionate or other reasons. More details are in the Code of Practice on Maternity and Other Family Leave which may be amended from time to time. The current Code is available on the HR web-site or from the HR Department. For jury service, the College will deduct from your salary the full amount of any allowances receivable from the court in respect of loss of earnings.

II. Sickness Absence and Pay

- a) If you are unable to come to work through sickness you should inform your Head of School or Institute or Department/Head of Section or their nominee immediately, normally within one hour of your normal starting time.
- b) If you are absent from work through sickness, including injury or other disability, you will be entitled to benefits under the Sickness Pay Scheme for Support Staff, which is subject to change from time to time. Full details of this Scheme are available in Appendix I. Under the rules of the scheme you are required to follow the reporting procedure and to provide appropriate certification in order to receive benefit. Failure to do this may result in loss of pay.

12. Maternity and Related Family Leave

- a) The College's Code of Practice on Maternity and Related Family Leave sets out the College's provisions for maternity, paternity, parental and adoption leave. The Code is available on the HR web-site or from the HR Department.
- b) If you are not eligible for one of the QMUL schemes, you may qualify for statutory maternity, paternity or adoption leave and pay. Details of these statutory provisions are set out in the Employee Guides to Maternity Leave; Adoption Leave; and Paternity Leave.

13. Notice Periods

- a) You may end this appointment at any time by giving one month's notice in writing.
- b) The College may end the appointment at any time by giving notice in writing. You will be entitled to 1 week's notice for each complete year's continuous service with the College, subject to
 - a minimum of 1 month's notice; and
 - a maximum of twelve weeks' notice
- c) If your contract is for a fixed-term, notice is given from the outset. If the College ends the contract before its stated end date, it will give notice as set out above.
- d) You should address your letter of resignation to the Head of School/Institute/Department or Head of Section, with a copy to the Director of HR.
- e) In the case of gross misconduct or serious breach of contract, the College may dismiss in writing without notice after following the relevant procedure.

14. Retirement

- a) You may opt to retire at any time in accordance with the conditions set out in your pension scheme, provided that you give at least 3 months notice in writing to the Director of HR.

15. Health and Safety

- a) In law, it is your duty while at work:-
 - i) to take reasonable care for the health and safety of your self and of other persons who may be affected by your acts or omissions at work; and
 - ii) to co-operate with the employer or any other person to enable them to comply with any duty or requirement imposed by Health and Safety law.
- b) **HIV and AIDS policy:** It is a contractual requirement that clinical staff who undertake exposure prone procedures must comply with the relevant Department of Health Guidelines.
- c) **Protective Clothing:** The College will provide overalls or uniform appropriate to your duties. These will remain the property of the College. Any such clothing, if supplied, must be worn when on duty.

16. Grievance, Disciplinary and Dismissal Procedures

- a) If you wish to raise a grievance, the HR Code of Practice on Grievance makes provision for you to raise the matter informally with your manager, or if the complaint is about the manager, with their manager. The Code also makes provision for you to raise a matter, formally, in writing with your Head of School or Institute/Director of Department, or if the complaint is about them with the appropriate vice-principal (or an equivalent senior member of staff)
- b) You may lodge an appeal against a decision made at the formal stage of the procedure. The appeal must be lodged in writing with the Director of HR and the matter will be heard by an appeal panel.
- c) The College's disciplinary *rules* can be found in appendix 1 and 2 of the Code of Practice on Discipline. The College's discipline and dismissal *procedures* can be found in a number of Codes of Practice, which may be amended from time to time. These procedures are set out in Appendix 2, attached.
- d) Appendix 2 also indicates the person to whom you may apply to have a decision reviewed if you are not satisfied with it.

17. Trade Union Membership

- a) You may choose freely whether or not to:
 - apply for membership of a trade union;
 - take part in the activities of such a union;
 - seek and hold office as an official of such a union.
- b) For the purpose of collective bargaining for support staff, the College recognises
 - UNISON to represent clerical, manual, nursery, library and security staff;
 - UNITE to represent technical and maintenance staff.
- d) The College currently operates a check-off arrangement so that subscriptions for either union can be deducted from your salary at source.

18. Patents & Copyright

- a) Appendix 4 sets out the College's terms and conditions on patents and copyright. It applies *only* to the Technical Staff covered by the terms and conditions in this document.

19. Application

- a) These terms and conditions apply to the following staff:
 - Clerical and Related Staff;
 - Grounds Staff;
 - Library Reception Assistants and Team Leaders;
 - Library Shelves;
 - Maintenance Assistants, Craft Grades and Technicians;
 - Manual and Ancillary Staff; and
 - Technicians, which includes Medical Laboratory Assistants; Medical Laboratory Scientific Officers; Research Nurses; Instructor Dental/Dental Surgery Assistants; Dental Hygienists/Therapists.

20. Amendments to Conditions of Service

- a) The Queen Mary Senior Executive reserves the right, following consultation with the recognised union, to amend these Conditions of Employment. You will be notified of any such change, which will also be reported to Council

Appendix 1:

QMUL Sickness Benefit Scheme

I Sick Pay

- a) If you are absent from work owing to illness or injury you are entitled to payment in accordance with the following scale:

Length of Service	Maximum allowance per 12 month period
During the first three years of service	Three months' full pay and three months' half pay
After three complete years' service	Six months' full pay and six months' half pay

- b) One month shall be regarded as 22 working days, all public holidays being counted as working days.
- c) The College may, at its discretion, extend the entitlement to full or half pay; for example, where you are following an approved course of treatment which has been approved by a doctor acting on behalf of QMUL Council.
- d) During absence due to sickness or injury the College and the member shall continue to pay their respective full pension contributions.

Notification and Certification

- a) Payment will only be made if the following procedure is followed if you are absent through a medical condition.
- b) If you are unable to carry out your duties because of sickness or injury you should inform the Head of School or Institute/Director of Department/Head of Section, wherever possible in person, as soon as possible on the first day of absence.
- c) If your sickness absence is for less than 1 day, you need not self-certify. For absences of 1 to 7 days (including Saturday, Sunday and Bank Holidays) you must complete a self-certificate and ensure that it is submitted to the HR Department as soon as possible.
- d) In any twelve month period, no more than four self-certificates are normally permitted. Submission of the fourth self certificate will trigger a review of your absence record over the preceding 12 month period. Your manager will take into account the number of days absence on each occasion and of any evidence of patterns of absence. You will be informed if further action is considered necessary. Such action may include:
- referring you to the Occupational Health Service for a medical opinion;
 - an interview with the Head of School or Institute/Director of Department and a representative from Human Resources;
 - action under the relevant "Sickness" Code of Practice;
 - claiming to be sick when you are not is a disciplinary offence which will be dealt with under the College's Code of Practice on Discipline.
- e) If you are absent for 8 days or more (including Saturday, Sunday and Bank Holidays) you must self-certify for the first 7 days, and supply a medical certificate for the balance. You

QMUL Sickness Benefit Scheme

must continue to supply medical certificates until you return to work. A medical certificate is one issued by a GP or Hospital Doctor.

- f) If you fail to submit certificates as required, the College will send two reminders. If you still fail to supply certificates, the appropriate amount of sick pay paid under the scheme will be deducted from your salary.
- g) If your medical condition causes long term absence, you must ensure that you keep your Head of School or Institute/Director of Department /Head of Section informed about your progress on a regular basis.
- h) You may be required at any time to present yourself for examination by a doctor of the College's choice.

Accident Third Party Claim

- a) If you are absent as a result of any injury or accident you must undertake to refund to the College any sums that you recover from a third party by way of damages for loss of earnings. You are not, however, obliged to make a claim or take legal action against a third party, unless, either:
 - i) the College offers a full indemnity as to costs; or
 - ii) the circumstances are such that it would be unreasonable not to make a claim.
- b) While any proposed legal claim is being resolved, any payment made by the College will be treated as a loan.
- c) The College will disregard, for the purpose of its sick pay scheme, any period of absence for which you refund in full the amount of sick pay received. If the refund is made in part only, the College may at its discretion, decide the period of absence it will disregard.

Notes

- a) In calculating the period during which salary shall be paid during absence due to sickness or injury, the College will disregard:
 - i) absence, on the advice of your doctor, to prevent the spread of an infectious illness with which you have been in contact.; and
 - ii) absence owing to notifiable infectious or contagious illness which was, in the view of an independent doctor, contracted directly in the course of your employment (including travelling on duties connected with the work of the College). The College will select the independent doctor by agreement with you (or with the College branch of UCU acting in your behalf).

Appendix 2: QMUL Discipline & Dismissal Procedures

- I. Discipline, Dismissal and Appeals
- a) The College's discipline and dismissal procedures can be found in the following Codes of Practice: Managing Redundancy; Discipline; Remedying Poor Performance; Managing Persistent Sickness Absence; Reviewing fixed-term contracts; Probation; "Other" Potential Dismissals.
- b) If you are dissatisfied with any decision made under one of these procedures, the person you can apply to depends on the nature of the decision. The Codes themselves give you full details of how to lodge an appeal, but the table below summarises the arrangements:

Code	Type of Decision	Appeal lodged with	Appeal heard by
Managing Redundancy	Selection for Redundancy	Director of HR	Appeal panel
Discipline; Poor Performance; Managing Persistent Sickness Absence	Warnings given by a manager	Manager's manager	Manager with appropriate authority
	Any decision more severe than a warning, including dismissals, normally given by a panel.	Director of HR	Appeal panel
Review of fixed-term contract; Probation; Other potential dismissals	Decision to end the contract	Director of HR	Appeal panel

- c) The constitution of panels and appeal panels in all the procedures described in this appendix are set out in the Introduction to the Codes of Practice.

Appendix 3: Arrangements for contractual overtime

I. Contractual Overtime

- a) The normal working week of 35 hours must be worked completely before overtime provisions apply.
- b) **For Clerical & Related staff; Library Reception Staff; and Library Shelvers:** Where overtime is **required in your contract of employment**, overtime rates will be as set out in the box below:

Monday to Saturday	Time and a half
Sundays	Double time
Public holidays and other days	Double time plus time off in lieu

- c) **For Grounds Staff; Manual and Ancillary Staff; Maintenance Technicians, Craft Grades and Assistants:** Where overtime is **required in your contract of employment**, overtime rates will be as set out in the box below:

Monday to Saturday	Time and a half
Sundays	Double time
Public holidays and other days	The normal day's pay plus the plain-time hourly rate for the number of hours worked plus time off in lieu equivalent to the number of hours worked. If more hours are worked than the normal working day, overtime will be payable for the additional hours at double time but no additional time off will be given

- d) **For Technicians; Medical Laboratory Assistant; Medical Laboratory Scientific Officers; Research Nurses; Instructor Dental/Dental Surgery Assistants; and Dental Hygienists/Therapists:** Where overtime is **required in your contract of employment**, overtime rates will be as set out in the box below:

Monday to Saturday	Time and a half
Sundays	Double time
Public holidays and other days	Double time

I. Patents & Copyright

- a) Any discovery, design, computer software program or other work or invention which might reasonably be exploitable ('Invention') which is discovered, invented or created by

Appendix 4: Patents and Copyright for Technical Staff

you (either alone or with any other person) either directly or indirectly in the course of your normal duties or in the course of duties specifically assigned to you in the course of your employment shall promptly be disclosed in writing to the College. All intellectual property rights in such Invention shall be the absolute property of the College and the College shall have the right to apply for, prosecute and obtain patent or other similar protection in its own name. Intellectual property rights include all patent rights, copyright and rights in respect of confidential information and know-how. The ownership of copyright in research papers, review articles and books will normally be waived by the College in your favour unless subject to any conditions placed on the works by the funder.

- b) It is acknowledged by the parties that your duties include research work and that Inventions might reasonably be expected to arise either directly or indirectly as a result of your work. Inventions will be regarded as coming within this clause provided that they arise in connection with your duties even though outside the precise scope of the research project you were working on at that time.
- c) You will be expected to publish the results of your research work, subject to the conditions of any contract providing funding for the research, after notifying the College of any Invention so as not to prejudice the College's ability to obtain patent protection or to exploit the Invention, where appropriate.
- d) You shall if and whenever required to do so by the College at the expense of the College do all acts and execute all documents which may be necessary to confirm the title of the College to such intellectual property rights whether in connection with any registration of such title or otherwise.
- e) All rights and obligations under this Clause in respect of any Invention shall not cease upon termination of employment.
- f) A Code of Practice (as updated from time to time) will govern the exploitation of intellectual property belonging to the College to which you have contributed as an inventor or author.

Addendum 1:

For Campus Customer Support and Service Desk Staff (appointed on or after 9th August 2021) only

1. Shift Pattern

- a) Staff who work within the Campus Customer Support and Service Desk teams within the Platforms and Service Delivery area of the IT Services Department, will be required to carry out their daily duties on a shift working basis. Shift patterns will be determined by the needs of the business.
- b) With reasonable notice, management reserve the right to change the hours of the shift pattern in accordance with business needs.
- c) For full time staff, the normal hours of work will be 35 hours per week to be worked from Monday to Friday in accordance with the shift pattern rota. Part-time staff will work their part-time hours in accordance with the shift pattern rota.