



UNIVERSITY OF LONDON
Institutes and Central Activities

Terms and Conditions of Employment

A C A D E M I C S T A F F

July 1999

UNIVERSITY OF LONDON
Institutes and Central Activities

TERMS AND CONDITIONS OF EMPLOYMENT FOR ACADEMIC STAFF

1 Appointments

1.1 The terms and conditions set out below as governing the appointment are to be read in conjunction with, and subject to:

- (a) the letter of appointment;
- (b) such amendments to these terms and conditions, and to the letter of appointment, as may be determined by the University after consultation with members of staff and the appropriate trade union;
- (c) changes in terms and conditions of employment or salary scales arising from local or national negotiations;
- (d) such statutory requirements as may from time to time be in force; and
- (e) the University's Statutes and Ordinances governing Academic Staff including those made by the University Commissioners (see Appendix 2 to the University Statutes 1994 which is reproduced in Appendix 1).

1.2 Appointments are full-time unless otherwise specified in the letter of appointment. Academic Staff may accept examinerships and, with the consent of the Head of Institution (which may be given subject to conditions, including conditions as to the effect on pay), other professional or public appointments, paid or unpaid, provided that these do not interfere with normal duties and that there is no conflict of interests. Such permission will not be withheld unreasonably. The Director of Administration will be consulted as necessary. In the case of Heads of Institutions themselves, this must be determined by prior agreement with the Vice-Chancellor (see also sub-paragraph 14.4).

1.3 Part-time members of Academic Staff intending to undertake other paid employment should first consult their departmental head, who will in turn consult the Head of Institution if those other duties appear to be incompatible with their work for the University. Such permission will not be withheld unreasonably. The Director of Administration will be consulted as necessary.

1.4 All employees have a general duty of care and responsibility for the University's reputation and interests. Accordingly, in the course of their employment, members of staff must not behave or act in any way such that the good name of the University is compromised or its interests are affected adversely. This clause is subject to the provisions of Appendix 8 and to public interest disclosure legislation.

1.5 Where it is in the interest of the University that employees hold joint contracts of employment with a wholly-owned subsidiary company of the University these terms and conditions shall apply in full to such joint contracts of employment. Such employees will have a general duty of care and responsibility to the interests of the subsidiary company in the same manner as indicated in para 1.3 in respect of the employee's responsibilities to the University's reputation and interests.

2 Definitions

In these terms and conditions:

2.1 "University" means the University of London, which is the employer;

2.2 "Institution" means the Courtauld Institute of Art, School of Slavonic and East European Studies, or School of Advanced Study as made clear in the letter of appointment and, in the case of the School of Advanced Study, means one of its member Institutes where the letter of appointment is signed by or on behalf of the Director of that Institute.

2.3 "Head of Institution" means the Director of the Courtauld Institute of Art, the Director of School of Slavonic and East European Studies, or the Dean of the School of Advanced Study as appropriate. In the case of the School of Advanced Study, "Head of Institution" also means any person nominated in writing by the Dean to carry out functions of the Head of Institution under these terms; but in any case where the letter of appointment is signed by or on behalf of the Director of an Institute within the School, "Head of Institution" refers to that Director or to any person so nominated by that Director. Exceptionally, reference in paragraphs 1.2 and 14.4 to "Heads of Institutions themselves" is specific and does not include nominees.

2.4 "Academic Staff" means Professors, Readers, Senior Lecturers, and Lecturers together with those Research Staff whose letter of appointment indicates that their appointment is governed by these terms and conditions of employment for Academic Staff.

3 Continuous Employment

For statutory purposes, an employee's period of continuous employment begins on the first day of employment with the University of London. This will normally be at the Institution. Unless indicated otherwise in the letter of appointment, previous employment with a College of the University does not count for statutory purposes, though it does count towards the qualifying period for sick leave and maternity leave.

4 Medical Report on First Appointment

Confirmation of appointments of new staff will be subject to a satisfactory health report being received from the Medical Officer appointed by the University for that purpose.

5 Duties

Academic Staff are required to perform such duties of teaching, research, and administration (or, in the case of Research Staff, normally research and administration only) as may be assigned to them by their Head of Institution.

6 Termination of Appointment

6.1 Appointments may be terminated at not less than three months notice on either side where the notice is to take effect in the period 1 July to 30 September. In other cases, *e.g.* where it is necessary to preserve the integrity of academic programmes, the period of notice required may be extended to up to six months so that the appointment is terminated on or after 1 July in any year if possible, save that the maximum period of notice required is six months on either side.

6.2 Academic Staff may be removed from their post by reason of redundancy (if appointed or promoted on or after 20 November 1987), permanent incapacity (subject to the sick leave provisions given in Appendix 3), or misconduct (subject to the disciplinary procedures given in Appendix 1).

6.3 Nothing in this document shall prevent the Vice-Chancellor or his nominee from summarily dismissing an employee for gross misconduct.

6.4 The disciplinary, dismissal, and grievance procedures applicable to Academic Staff are those set out in Appendix 2 to the University Statutes and in Ordinance 25. Copies of both of these documents are attached (see Appendix 1).

7 Salaries

7.1 Initial salaries are set out in the letter of appointment. Salaries are paid monthly in arrears not later than the last working day of each month direct to a bank or building society account.

7.2 For staff other than Professors, the relevant salary scale is set out in the letter of appointment and changes are published as they occur. A list of current salary scales for Academic Staff is available from the Personnel Office. The normal incremental date is 1 October each year and normal increments start, unless otherwise provided, from 1 October in the year in which a member of Academic Staff completes at least six months of service in the relevant grade at the Institution.

7.3 Salaries of Professors (other than Directors) are subject to review according to rules and procedures determined and published by the Institution; there is no salary scale. Salaries of Directors of Institutes and the Dean of the School of Advanced Study are determined by the Vice-Chancellor.

7.4 All appointments are made subject to compliance with the legal provisions in force for the time being relating to Income Tax and to National Insurance. Any Income Tax and National Insurance contributions that may be due will be deducted from salaries.

7.5 Employees are required to notify the University of their National Insurance Number within seven days of taking up their appointment. Newly appointed employees who do not have a National Insurance Number are advised to contact the Department of Social Security without delay.

7.6 All new employees must produce Parts 2 and 3 of Form P45 in connection with Income Tax in respect of any previous employment.

7.7 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 the University within seven days of taking up appointment.

7.8 Guidance on National Insurance and Income Tax may be obtained from the Payroll Office.

8 Retirement

8.1 Subject to any contrary provision in the letter of appointment, the period of employment shall continue until 30 September in the academic year in which the member of staff attains the age of 65.

8.2 Academic Staff may opt to retire on reaching the age of 60 years or thereafter before reaching age 65 upon giving the normal period of notice required in accordance with paragraph 6.1 of these conditions of service.

9 Superannuation

9.1 Recommended Scheme

The appropriate occupational pension scheme for Academic Staff is the Universities Superannuation Scheme (USS). Further details are set out in Appendix 2.

9.2 Contracting Out

A statutory contracting-out certificate is in force in respect of employees who join the recommended scheme in this employment in place of the State Earnings Related Pension Scheme.

10 Hours of Work

Hours of work must satisfy the academic and administrative requirements of the post as determined by the Head of Institution subject to the provisions of the Working Time Regulations 1998. During any academic year (1 October to 30 September) the average number of hours required to be worked should not normally exceed 35 hours per week.

11 Holidays

11.1 Public Holidays

The University will be closed on New Year's Day, Good Friday, Easter Monday, May Bank Holiday, Spring Bank Holiday, Late Summer Bank Holiday, Christmas Day, and Boxing Day.

11.2 University Days

The University will be closed for two additional days at Easter and for an average of four additional working days at Christmas in addition to the statutory Public Holidays. In order to maintain an unbroken holiday period over the Christmas break, there will be three "University Days" when Christmas Day falls upon a Sunday or Monday and five when Christmas Day falls on a Wednesday or Thursday. In other years, the number will be four.

In parts of the University where different standard working arrangements are in force, as given in the letter of appointment and/or in the applicable Annexe to these terms and conditions of employment, other arrangements may be made for taking leave equivalent to the above "University Days".

11.3 Annual Leave

The annual leave entitlement is six working weeks (30 working days pro rata) in addition to Public Holidays and "University Days". Annual leave is to be taken subject to the exigencies of University work and after prior approval by the Head of Institution. It is the responsibility of the Head of Institution to ensure that the members of staff for whom they are responsible are taking their annual leave.

Leave may not normally be carried over into the following academic year. However, in exceptional cases where the exigencies of the service have inhibited an employee from taking leave, the Head of Institution or his/her nominee may authorise the carrying forward of up to 5 days' leave. The Head of Institution should refer cases involving more than 5 days leave to the Personnel Office for advice prior to approving a request to carry over such longer periods of annual leave.

All Academic Staff are strongly encouraged to take at least one period of two clear weeks (10 working days) continuous leave during each academic year in order to provide a significant break from work. Those members of Academic Staff with financial responsibilities are required to do so under the University's Financial Regulations. A break of 9 working days plus any one of the Public Holidays listed in para 11.1 is deemed to satisfy this requirement.

12 Sick Leave

12.1 Employees prevented from reporting for duty owing to illness (including injury or other disability) must notify the Head of Institution without delay.

12.2 When absent from work due to illness for one day or more, but for not more than 7 calendar days, employees must complete a self-certificate form recording all days in the period of sickness, including days when they would not normally be at work. Employees who expect to return to work within 7 calendar days may complete the form on their return; those who expect to be absent for more than 7 calendar days should ask the Head of Institution for a form to be sent to them as soon as practicable.

12.3 If absence continues for 8 calendar days or more employees must submit a medical certificate to the Head of Institution within the next 3 working days. For this purpose, Saturday is to be counted as a working day. The medical certificate should state the nature of the unfitness for work and the likely duration of the illness. A self-certificate must also be submitted recording any days in the period of absence not covered by the medical certificate.

12.4 Full details of the University's sick leave provisions, which are applicable to all staff, are given in Appendix 3.

13 Maternity Leave

13.1 Full details of the maternity leave provisions, which are also applicable in the case of adoption under specified conditions, are given in Appendix 4.

13.2 To qualify for the University's maternity leave scheme, full-time or part-time employees should have been continuously employed by the University or any of its Colleges for a minimum period of 12 months before the expected week of childbirth.

13.3 Notification of pregnancy, supported by a medical certificate stating the expected week of childbirth, should be made not later than 13 weeks before the expected week of childbirth together with a written statement of intent, where applicable, that the employee wishes to return to work with the University.

13.4 An employee who satisfies the provisions of 13.2 and 13.3, above, but who has not given notice under 13.3 of her intention to return to work shall be paid statutory maternity pay only.

14 Special Leave

14.1 Parental Leave

Parental leave is available to all members of staff who are responsible for one or more children under eight years of age.

14.1.1 A member of staff who is the partner of a woman giving birth to a child or who is adopting a child will be granted one week's paid parental leave in connection with the birth or adoption subject to the member of staff giving advanced notification of the intention to take leave. In the case of adoption, the need to give suitable advanced notification is subject to the rules of the adoption agency or Local Authority concerned.

Any further paid leave should be taken from annual leave.

14.1.2 Members of staff may also take unpaid parental leave for up to three months in all in respect of their parental duties. Normally this should be:

- (a) in connection with a child's birth or at the time of taking responsibility of a child in respect of an adoption; or
- (b) to allow attendance for medical, developmental, educational, or other necessary matters in connection with the upbringing of children.

The Head of Institution and Personnel Office should be informed as far in advance as practicable when unpaid parental leave is to be taken.

Other than under exceptional circumstances, and with the express prior approval of the Head of Institution, parental leave must be taken before the child's eighth birthday.

14.1.3 A member of staff who has been absent from work under any of the maternity leave provisions given in Appendix 4 is also entitled to unpaid parental leave as given in paragraph 14.1.2 subject to the condition that unpaid parental leave cannot be taken until the member of staff has returned from maternity leave to normal work for a period of at least 3 months. Unpaid parental leave cannot be used to extend the period of entitlement to unpaid maternity leave.

14.2 *Compassionate Leave*

Special leave, normally for a period of up to five working days, with or without pay, may be granted at the discretion of the Head of Institution for urgent domestic purposes according to the circumstances of the case. Should the urgency of the situation make it impossible to seek prior consent, the Head of Institution should be informed as soon as possible.

14.3 *Trade Union Duties and Activities*

Employees elected as trade union representatives are entitled to reasonable time off in accordance with the appropriate statute in respect of trade union and labour relations activities. Absence should be by prior agreement with the Head of Institution. Further details are available from the Personnel Office.

14.4 *Public Service*

Employees are entitled to reasonable time off during working hours to carry out certain public duties (*e.g.* as a justice of the peace, member of the volunteer reserve forces, or member of a local authority, statutory tribunal, health authority, or the governing body of an educational establishment, *etc.*). In all such cases:

- (a) absence from duty must be by prior agreement with the Head of Institution; in the case of

Heads of Institutions themselves, this must be by prior agreement with the Vice-Chancellor; and

(b) the University has the right to determine what proportion, if any, of such absence shall be with pay, taking into account any time allowed for other approved purposes.

14.5 *Jury Service*

Employees called for jury service should report the fact as soon as possible to the Head of Institution or, in the case of Heads of Institutions themselves, to the Vice-Chancellor.

Members of staff who are called for jury service should contact the Personnel Office for the appropriate forms and advice. The University will pay the difference between normal salary and the compensation for loss of earnings received from the court (*i.e.* excluding the sum payable as an incidental subsistence allowance), and thus staff should suffer no financial loss while on jury service.

15 Subsistence Allowances

15.1 *Travel and Subsistence Allowances*

(a) Staff travelling on official business should use standard (formerly second) class rail travelling facilities wherever possible. Members of staff who travel by taxi, first class rail, private cars, or air will be reimbursed at standard class public transport rates unless there has been prior authorisation by the departmental head or the circumstances do not allow for prior approval to be obtained.

(b) Employees who, by reason of University business, are required to travel away from home or normal place of work may, using the appropriate form, claim reimbursement of actual or allowable out-of-pocket expenses incurred subject to certain conditions. (For details see "Recognised Expenses and Allowances for Permanent Staff of the Central Offices and Library", a copy of which may be obtained from the Personnel Office).

15.2 *Meal Allowance*

If for any reason of approved University business, employees are obliged to have meals away from home or their normal place of work, reimbursement may be claimed in the manner set out in para 15.1 (b), above.

16 Staff Representation and Consultation

Collective consultation with staff takes place through established procedures involving recognised trade unions and the Staff Association. These procedures include regular meetings of the Central University Staff Joint Consultative Committee at which representatives of the senior management meet with representatives of each of the recognised trade unions and the Staff Association. In addition, trade union and Staff Association representatives are appointed to University committees, such as the Safety Committee, to represent the interests of staff.

16.1 *Trade Union Membership*

16.1.1 All employees have the right to belong to a trade union, to take part in its activities, and to seek and hold office.

16.1.2 The appropriate trade union for all Academic Staff is the Association of University Teachers (AUT) which is the only trade union recognised by the University in relation to Academic Staff.

16.2 *Staff Association*

The Staff Association promotes sporting and social activities and aims to represent the general interests of staff. Membership is free, and all members of staff of the University's Institutes and central Activities automatically become members unless they specifically decline membership.

17 Equal Opportunities

Statute 3(3) enshrines the University's commitment to equality of treatment to all. The University's Equal Opportunities Policy, promulgated by the University Council pursuant to Statute 3(4), is given in Appendix 5.

The University's Equal Opportunities Statement, which indicates how the University is to comply with its statutory duties, is also contained in Appendix 5. This statement, which makes clear that all employees have both the right to be treated fairly and with dignity and the duty to treat others in the same manner, should be regarded as the definitive document. It also makes clear that discrimination and harassment will be treated as severe disciplinary offences. The Equal Opportunities Statement concludes with the following summary, which is in accord with the above principles.

“The University of London confirms its commitment to a comprehensive policy of equal opportunities within the University. The aim of the policy is to ensure that no employee or job applicant should receive less favourable treatment on the grounds of race, age, sex, social class, marital status, number of children, disability, or beliefs or lawful preferences, privately held on any matter, including religion, politics, and sex. This commitment will be demonstrated through active promotion of the University's equal opportunities policy.”

18 Promotion

A formal system is used to identify which members of the Academic Staff should be promoted or be awarded the title of Professor or Reader. The procedure, details of which are available from the Personnel Office, is drawn to the attention of all eligible members of the Academic Staff at the start of each academic year at which time applications are normally made.

19 Staff Development

The University's policy is to provide suitable training and development for all staff in order that they can perform their individual jobs effectively and, in doing so, ensure that the requirements of the University are met. Gaining educational and professional qualifications is also a vital part of training and development and staff will be offered appropriate advice and encouragement in their pursuit of relevant qualifications. To assist in the identification of these needs, staff will undergo an annual developmental review, normally with their line manager. The University's Career Development and Staff Review Scheme is attached as Appendix 6.

20 Names and Addresses

20.1 All employees must supply the Personnel Office, normally by way of the office of the Head of Institution, with their full names, permanent addresses, and telephone numbers (if any). All such

information will be kept in the strictest confidence. Any person who asks for an employee's address will be asked to send their communication in an envelope with the employee's name for forwarding. In an emergency (*e.g.* a sick relative or urgent processing of a mortgage application), staff of the Personnel office or the office of the Head of Institution will contact the employee by telephone.

20.2 Changes to such information must similarly be notified together with proof (sight of the appropriate certification) in the case of change of name.

20.3 Employees are recommended to provide the Personnel Office and the office of the Head of Institution with details (revised when necessary) of the name, address, and telephone number of their next of kin or other person who may be contacted in case of emergency. All such information will be kept in the strictest confidence.

21 Private Communications and Access to Internet Facilities

While there is no wish to charge employees for reasonable private use of telephone, e-mail, or Internet facilities, such use should not represent an unacceptable charge on the University in terms either of money or of working time lost. However, as these services are provided for working purposes they are subject to monitoring, including periodic checks on usage patterns. Thus, it is important that users realise that all communications at the workplace are subject to being overseen: there is no right, implied or otherwise, to privacy when using the University's communication networks.

Abuse of these facilities may result in the privilege of limited personal use being withdrawn and may make the member(s) of staff involved subject to the University's disciplinary procedures. Please remember that the normal courtesies of face to face communication also apply to telephone conversations and e-mail messages.

21.1 Mail

Receipt of private parcels and other bulky items at work should not become an unacceptable burden on the University's mail handling facilities. Any private post must be pre-paid before being left for collection and handling by the attendants. Intentional misuse of the University's postal facilities will be treated as a serious disciplinary matter.

21.2 Telephone

Employees may make occasional private telephone calls. Any private international calls must be made either from public call boxes or through the telephone exchange at which time they must be declared to be private calls and paid for subsequently in the prescribed way.

21.3 Electronic mail and computer networks

Although the University's computer networks enable e-mail and other messages to be sent very cheaply, *e.g.* using shared network drives, they can be expensive in terms of time both for the sender and the recipients. Members of staff are asked to use the facility sensitively, not to mail large groups when only smaller groups are involved, and never to send or pass on messages or files that could be offensive.

21.4 *Internet*

Access to the Internet through personal computers is now common at the workplace. Brief private use of the Internet during the lunch period or before or after work is acceptable as long as working time is not thereby reduced and inappropriate material is not involved. Deliberate access to obscene or indecent images or material is not permitted and may lead to disciplinary action, including dismissal. On no account may anything be placed on the Internet from the University's facilities which is illegal or is in conflict with the University's equal opportunities policy and nothing must be transmitted which might call the good name of the University into question.

As a user organisation of the **Joint Academic NETwork** systems, the University must ensure that its staff meet the conditions required by the **United Kingdom Education and Research Networking Association (UKERNA)** which, for the time being, is responsible for the management and provision of the facilities. Accordingly, all members of staff are required to comply with the JANET protocol issued by the **Joint Information Systems Committee** of the Higher Education Funding Councils (JISC) which is given in Appendix 10.

22 Health and Safety

22.1 The University is committed to ensuring, so far as is reasonably practicable, the health, safety, and welfare of all its employees. The University also fully accepts its responsibility for students and other persons who may be affected by its activities. Steps have been taken to ensure that the University's statutory duties are met at all times including, *inter alia*;

- a) through its management structure, ensuring that all processes and systems of work are designed to take account of health and safety and are properly supervised;
- b) competent people being appointed including, where appropriate, specialists from outside the organization;
- c) adequate facilities and arrangements being installed to enable employees and their representatives to raise issues of health and safety; and
- d) each employee being given such information, instruction and, training as is necessary to enable the safe performance of work activities.

22.2 The successful implementation of the University's health and safety policy requires total commitment from all members of staff. Every employee must co-operate so that the University is able to comply with all its statutory duties. In addition, one clear requirement of the Health and Safety at Work etc. Act 1974 is that each individual has a legal obligation to take reasonable care for his or her own health and safety, and for the safety of other people who may be affected by his or her acts or omissions. Full details of the arrangements made for ensuring that the University is meeting its legal obligations are set out in Appendix 9.

22.3 The University's health and safety policy will be monitored regularly to ensure that its objectives are achieved. It will be reviewed and, if necessary, revised in the light of any legislative or organizational changes.

23 Data Protection and Handling of Confidential Information

23.1 Appendix 7 sets out the broad principles relating to data protection. All members of staff

must take all steps that are reasonably practicable to comply with the provisions of Appendix 7.

23.2 Individual employees may be required to disclose information to any authority that is legally entitled to that information (including the Inland Revenue, Customs and Excise, the Department of Social Security, *etc*). In dealing with requests for disclosure of this nature, staff must act in accordance with agreed procedures or, if there are none, consult the Head of Institution before acting.

23.3 Where employees are concerned about serious issues including possible malpractice they may raise the issue with a senior member of staff unconnected with the matter, the Head of Institution, the Director of Administration, or the Vice-Chancellor as appropriate. Alternatively, individual employees with legitimate concerns about malpractice should follow the guidelines approved by the University Council in March 1998, which are given in Appendix 8.

23.4 Subject to the exceptions given in 23.2 and 23.3 above, it is an express condition of employment that employees preserve confidentiality at all times. Briefly stated, this means that information to which they have access must not be divulged to anyone inside or outside the workplace who is not authorised to receive it. In addition, no information, records, *etc* should be maintained or used except for the specific purpose for which they were obtained. Failure to comply with these conditions will render staff liable to disciplinary action, including dismissal.

24 Freedom of Speech

24.1 Individual employees purporting to represent the views of the University shall not communicate with the press or any other medium without the prior permission of the Vice-Chancellor. The University's normal contact with the media is the Head of Public Affairs.

24.2 Members of Academic Staff may, however, give interviews to the press or other parts of the media in their personal capacity in respect of their academic work or interests subject to the provision of paragraphs 1.2 and 1.4.

24.3 The University has a Code of Practice the purpose of which is to identify those reasonably practicable steps that are required to ensure that freedom of speech within the law is secured for members and employees of the University and for visiting speakers. This Code of Practice, copies of which are available from the Personnel Office and the office of the Head of Institution, places certain responsibilities on those who request bookings of University premises and on those who are responsible for receiving such requests.

25 Financial Regulations and Procedures

All members of staff are required to conform to the University's Financial Regulations and Procedures. Staff with day to day responsibility for financial matters will have been issued with their own copy but all members of staff have access to them through their Head of Institution. In any case of doubt as to the application or meaning of any part of the Financial Regulations and Procedures, the Director of Finance or a senior member of that Division's staff should be consulted. Further difficulties should be reported to the Director of Finance, Head of Institution, or the Management Audit Office as appropriate.

Failure to conform to the University's Financial Regulations and Procedures is a serious offence that could lead to disciplinary action, including dismissal.

26 Season Ticket Loans

Permanent staff may apply for a loan to cover the cost of an annual standard (formerly second) class rail season ticket (or comparable bus, tube, or combined ticket) between home and work. Details and application forms are available from the Personnel Office.

27 Smoking at Work

Smoking is not permitted in any part of the premises of the University that has not been expressly designated as a smoking area.

[June 1999]

**UNIVERSITY OF LONDON
Institutes and Central Activities**

TERMS AND CONDITIONS OF EMPLOYMENT FOR ACADEMIC STAFF

DISCIPLINARY, DISMISSAL, AND GRIEVANCE PROCEDURES

The disciplinary, dismissal, and grievance procedures applicable to Academic Staff are those set out in Appendix 2 of the University of London Statutes and in Ordinance 25. Copies of both these documents are reproduced below.

Extract from the University of London Statutes 1994

APPENDIX 2

ACADEMIC STAFF

SECTION 1

PART I: CONSTRUCTION, APPLICATION AND INTERPRETATION

Construction

1. Section 1 of this appendix and any Ordinance or Regulation made under this section shall be construed in every case to give effect to the following guiding principles, that is to say:
 - (a) to ensure that academic staff have freedom within the law to question and test received wisdom, and to put forward new ideas and controversial or unpopular opinions, without placing themselves in jeopardy of losing their jobs or privileges;
 - (b) to enable the University to provide education, promote learning and engage in research efficiently and economically; and
 - (c) to apply the principles of justice and fairness.

Reasonableness of decisions

2. No provision in Part II or Part III of this section shall enable the body or person having the duty to reach a decision under the relevant Part to dismiss any member of the academic staff unless the reason for the member's dismissal may in the circumstances (including the size and administrative resources of the University) reasonably be treated as a sufficient reason for dismissing the member.

Application

3. (1) This section shall apply
 - (a) to Professors, Readers, and Teachers of the University who are employed by the University;
 - (b) to the Vice-Chancellor to the extent and in the manner set out in the annex to this section.
- (2) In this section any reference to "academic staff" is a reference to persons to whom this section applies.

Interpretation

Meaning of "dismissal"

4. In this section "dismiss" and "dismissal" mean dismissal of a member of the academic staff and
 - (a) include remove or, as the case may be, removal from office; and
 - (b) in relation to employment under a contract, shall be construed in accordance with section 55 of the Employment Protection (Consolidation) Act 1978.

Meaning of "good cause"

5. (1) For the purposes of this section "good cause" in relation to the dismissal or removal from office or place of a member of the academic staff, being in any case a reason which is related to conduct or to capability or qualifications for performing work of the kind which the member of the academic staff concerned was appointed or employed to do, means
 - (a) conviction for an offence which may be deemed by a Tribunal appointed under Part III to be such as to render the person convicted unfit for the execution of the duties of the office or employment as a member of the academic staff; or
 - (b) conduct of an immoral, scandalous or disgraceful nature incompatible with the duties of the office or employment; or
 - (c) conduct constituting failure or persistent refusal or neglect or inability to perform the duties or comply with the conditions of office; or
 - (d) physical or mental incapacity established under Part IV.
- (2) In this paragraph
 - (a) "capability", in relation to such a member, means capability assessed by reference to skill, aptitude, health or any other physical or mental quality; and
 - (b) "qualifications", in relation to such a member, means any degree, diploma or other academic, technical or professional qualification relevant to the office or position held by that member.

Meaning of "redundancy"

6. For the purposes of this section dismissal shall be taken to be a dismissal by reason of redundancy if it is attributable wholly or mainly to
 - (a) the fact that the University has ceased, or intends to cease, to carry on the activity for the purposes of which the member of the academic staff concerned was appointed or employed by the University, or has ceased, or intends to cease, to carry on that activity in the place in which the member concerned worked; or
 - (b) the fact that the requirements of that activity for members of the academic staff to carry out work of a particular kind, or for members of the academic staff to carry out work of a particular kind in that place, have ceased or diminished or are expected to cease or diminish.

Incidental, transitional and supplementary matters

7. (1) In any case of conflict, the provisions of this section shall prevail over those of any other Statute, section or appendix and over those of the Ordinances and Regulations and the provisions of any Ordinance made under this section shall prevail over those of any other Ordinance:

Provided that Part III of and the annex to this section shall not apply in relation to anything done or omitted to be done before 31 March 1993.

- (2) Nothing in any appointment made, or contract entered into, shall be construed as over-riding or excluding any provision made by this section concerning the dismissal of a member of the academic staff by reason of redundancy or for good cause:

Provided that nothing in this sub-paragraph shall prevent waivers made under section 142 of the Employment Protection (Consolidation) Act 1978 from having effect.

- (3) Nothing in any other appendix, section or Statute or in any Ordinance or Regulation made thereunder shall authorise or require any person to sit as a member of any Committee, Tribunal or body appointed under this section or to be present when any such Committee, Tribunal or body is meeting to arrive at its decision or for the purpose of discussing any point of procedure.

- (4) In this section "institute" shall include all educational, academic or research institutes established under Statute 54, the Marine Biological Station at Millport and any other institution designated by the Council for the purposes of this section as an institute.

PART II: REDUNDANCY

Purpose of Part II

8. This Part of this section enables the Council, as the appropriate body, to dismiss any member of the academic staff by reason of redundancy.

Exclusion from Part II of persons appointed or promoted before 20th November 1987

9. (1) Nothing in this Part of this section shall prejudice, alter or affect any rights, powers or duties of the University or apply in relation to a person unless

(a) the person's appointment is made, or the person's contract of employment is entered into, on or after 20th November 1987; or

(b) the person is promoted on or after that date.

- (2) For the purposes of this paragraph in relation to a person, a reference to an appointment made or a contract entered into on or after 20th November 1987 or to promotion on or after that date shall be construed in accordance with subsections (3) to (6) of section 204 of the Education Reform Act 1988.

The Appropriate Body

10. (1) The Council shall be the appropriate body for the purposes of this Part.

(2) This paragraph applies where the appropriate body has decided that it is desirable that there should be a reduction in the academic staff

(a) of the University as a whole; or

(b) of an institute; or

(c) of any faculty, school, department or other similar area of an institute

by way of redundancy.

11. (1) Where the appropriate body has reached a decision under paragraph 10(2) it shall appoint a Redundancy Committee to be constituted in accordance with sub-paragraph (3) of this paragraph to give effect to its decision by such date as it may specify and for that purpose

(a) to select and recommend the requisite members of the academic staff for dismissal by reason of redundancy; and

(b) to report their recommendations to the appropriate body.

(2) The appropriate body shall either approve any selection recommendation made under sub-paragraph (1), or shall remit it to the Redundancy Committee for further consideration in accordance with its further directions.

(3) A Redundancy Committee appointed by the appropriate body shall comprise -

(a) a Chairman; and

(b) two members of the Council, not being persons employed by the University; and

(c) two members of the academic staff nominated jointly by the Academic and Medical Committees.

Notices of intended dismissal

12. (1) Where the appropriate body has approved a selection recommendation made under paragraph 11(1) it may authorise an officer of the University as its delegate to dismiss any member of the academic staff so selected.

(2) Each member of the academic staff selected shall be given separate notice of the selection approved by the appropriate body.

(3) Each separate notice shall sufficiently identify the circumstances which have satisfied the appropriate body that the intended dismissal is reasonable and in particular shall include -

(a) a summary of the action taken by the appropriate body under this Part;

(b) an account of the selection processes used by the Redundancy Committee;

(c) a reference to the rights of the person notified to appeal against the notice and to the time within which any such appeal is to be lodged under Part V (Appeals); and

(d) a statement as to when the intended dismissal is to take effect.

PART III: DISCIPLINE, DISMISSAL AND REMOVAL FROM OFFICE

Disciplinary procedures

13. (1) Minor faults shall be dealt with informally.

(2) Where the matter is more serious but falls short of constituting possible good cause for dismissal the following procedure shall be used.

Stage 1 - Oral Warning

If conduct or performance does not meet acceptable standards the member of the academic staff will normally be given a formal ORAL WARNING. The member will be advised of the reason for the warning, that it is the first stage of the disciplinary procedure and of the right of appeal under this paragraph. A brief note of the oral warning will be kept but it will be spent after 12 months, subject to satisfactory conduct and performance.

Stage 2 - Written Warning

If the offence is a serious one, or if a further offence occurs, a WRITTEN WARNING will be given to the member of the academic staff by the Director of the institution. This will give details of the complaint, the improvement required and the timescale. It will warn that a complaint may be made to the Personnel Director seeking the institution of charges to be heard by a Tribunal appointed under paragraph 16 if there is no satisfactory improvement and will advise of the right of appeal under this paragraph. A copy of this written warning will be kept by the Director of the institution but it will be disregarded for disciplinary purposes after 2 years subject to satisfactory conduct and performance.

Stage 3 - Appeals

A member of the academic staff who wishes to appeal against a disciplinary warning shall inform the Personnel Director within two weeks. The Deputy Vice-Chancellor shall hear all such appeals and the Deputy Vice-Chancellor's decision shall be final.

Preliminary examination of serious disciplinary matters

14. (1) If there has been no satisfactory improvement following a written warning given under Stage 2 of the procedure in paragraph 13, or in any other case where it is alleged that conduct or performance may constitute good cause for dismissal or removal from office, a complaint seeking the institution of charges to be heard by a Tribunal appointed under paragraph 16 may be made to the Personnel Director who shall bring it to the attention of the Vice-Chancellor.

(2) To enable the Vice-Chancellor to deal fairly with any complaint brought to the Vice-Chancellor's attention under sub-paragraph (1) the Vice-Chancellor shall institute such investigations or enquiries (if any) as appear to the Vice-Chancellor to be necessary.

(3) If it appears to the Vice-Chancellor that a complaint brought to the Vice-Chancellor's attention under sub-paragraph (1) relates to conduct or performance which does not meet acceptable standards but for which no written warning has been given under paragraph 13 or which relates to a particular alleged infringement of rules, regulations or byelaws for which a standard penalty is normally imposed in the University or within the faculty, school, department or other relevant area, or is trivial or invalid the Vice-Chancellor may dismiss it summarily, or decide not to proceed further under this Part.

(4) If the Vice-Chancellor does not dispose of a complaint under sub-paragraph (3) the Vice-Chancellor shall treat the complaint as disclosing a sufficient reason for proceeding further under this Part and, if the Vice-Chancellor sees fit, the Vice-Chancellor may suspend the member on full pay pending a final decision.

(5) Where the Vice-Chancellor proceeds further under this Part the Vice-Chancellor shall write to the member of the academic staff concerned inviting comment in writing.

(6) As soon as may be following receipt of the comments (if any) the Vice-Chancellor shall consider the matter in the light of all the material then available and may -

- (a) dismiss it; or
- (b) refer it for consideration under paragraph 13; or
- (c) personally deal with it informally if it appears to the Vice-Chancellor appropriate to do so and if the member of the academic staff agrees in writing that the matter should be dealt with in that way; or
- (d) direct the Personnel Director to prefer a charge or charges to be considered by a Tribunal to be appointed under paragraph 16.

(7) If no comment is received within 28 days the Vice-Chancellor may proceed as aforesaid as if the member concerned had denied the substance and validity of the alleged case in its entirety.

Institution of charges

15. (1) In any case where the Vice-Chancellor has directed that a charge or charges be preferred under paragraph 14(6)(d), the Vice-Chancellor shall request the Council to appoint a Tribunal under paragraph 16 to hear the charge or charges and to determine whether the conduct or performance of the member of the academic staff concerned constitutes good cause for dismissal or otherwise constitutes a serious complaint relating to the member's appointment or employment.

(2) Where the Council has been requested to appoint a Tribunal under clause 16 the Personnel Director or, if the Personnel Director is unable to act, another officer appointed by the Vice-Chancellor shall take charge of the proceedings.

(3) The officer in charge of the proceedings shall formulate, or arrange for the formulation of, the charge or charges and shall present, or arrange for the presentation of, the charge or charges before the Tribunal.

(4) It shall be the duty of the officer in charge of the proceedings

- (a) to forward the charge or charges to the Tribunal and to the member of the academic staff concerned together with the other documents therein specified, and
- (b) to make any necessary administrative arrangements for the summoning of witnesses, the production of documents and generally for the proper presentation of the case before the Tribunal.

The Tribunal

16. Subject to section 2 of this appendix, a Tribunal appointed by the Council shall comprise:

- (a) a Chairman; and
- (b) one member of the Council; not being a person employed by the University or a College; and
- (b) one member of the academic staff employed by the University or a College nominated jointly by the Academic and Medical Committees.

Provisions concerning Tribunal procedure

17. (1) The procedure to be followed in respect of the preparation, hearing and determination of charges by a Tribunal shall be that set out in Ordinances made under this paragraph.

- (2) Without prejudice to the generality of the foregoing such Ordinances shall ensure -
 - (a) that the member of the academic staff concerned is entitled to be represented by another person,

whether such person be legally qualified or not, in connection with and at any hearing of charges by a Tribunal;

- (b) that a charge shall not be determined without an oral hearing at which the member of the academic staff concerned and any person appointed by the member of the academic staff to represent the member of the academic staff are entitled to be present;
- (c) that the member of the academic staff and any person representing the staff member may call witnesses and may question witnesses upon the evidence on which the case against the member of the academic staff is based; and
- (d) that full and sufficient provision is made for
 - (i) postponements, adjournments, dismissal of the charge or charges for want of prosecution, remission of the charge or charges to the Vice-Chancellor for further consideration and for the correction of accidental errors; and
 - (ii) appropriate time limits for each stage (including the hearing) to the intent that any charge thereunder shall be heard and determined by a Tribunal as expeditiously as reasonably practicable.

Notification of Tribunal decisions

18. (1) A Tribunal shall send its decision on any charge referred to it (together with its findings of fact and the reasons for its decision regarding that charge and its recommendations, if any, as to the appropriate penalty) to the Vice-Chancellor and to each party to the proceedings.

(2) A Tribunal shall draw attention to the period of time within which any appeal should be made by ensuring that a copy of Part V (Appeals) accompanies each copy of its decision sent to a party to the proceedings under this paragraph.

Powers of the appropriate officer where charges are upheld by Tribunal

19. (1) Where the charge or charges are upheld and the Tribunal finds good cause and recommends dismissal or removal from office, but in no other case, the appropriate officer shall decide whether or not to dismiss the member of the academic staff concerned.

(2) In any case where the charge or charges are upheld, other than where the appropriate officer has decided under sub-paragraph (1) to dismiss the member of the academic staff concerned, the action available to the appropriate officer (not comprising a greater penalty than that recommended by the Tribunal) may be -

- (a) to discuss the issues raised with the member concerned; or
- (b) to advise the member concerned about that member's future conduct; or
- (c) to warn the member concerned; or
- (d) to suspend the member concerned for such period as the appropriate officer shall think fair and reasonable, not to exceed 3 months after the Tribunal's decision; or
- (e) any combination of any of the above or such further or other action under the member's contract of employment or terms of appointment as appears fair and reasonable in all the circumstances of the case.

Appropriate Officers

20. (1) The Vice-Chancellor shall be the appropriate officer to exercise the powers conferred by paragraph 19 and any reference to the appropriate officer includes a reference to a delegate of that officer.
- (2) Any action taken by the appropriate officer shall be confirmed in writing.

PART IV: REMOVAL FOR INCAPACITY ON MEDICAL GROUNDS

21. (1) This Part makes separate provision for the assessment of incapacity on medical grounds as a good cause for dismissal or removal from office.
 - (2) In this Part references to medical grounds are references to capability assessed by reference to health or any other physical or mental quality.
 - (3) In this Part references to the appropriate officer are references to the Vice-Chancellor or an officer acting as the Vice-Chancellor's delegate to perform the relevant act.
 - (4) References to the member of the academic staff include, in cases where the nature of the alleged disability so requires, a responsible relative or friend in addition to (or instead of) that member.
22. (1) Where it appears that the removal of a member of the academic staff on medical grounds would be justified, the appropriate officer -
 - (a) shall inform the member accordingly; and
 - (b) shall notify the member in writing that it is proposed to make an application to the member's doctor for a medical report and shall seek the member's consent in writing in accordance with the requirements of the Access to Medical Reports Act 1988.
 - (2) If the member shares that view the University shall meet the reasonable costs of any medical opinion required.
 - (3) If the member does not share that view the appropriate officer shall refer the case in confidence, with any supporting medical and other evidence (including any medical evidence submitted by the member), to a Board comprising one person nominated by the Council; one person nominated by the member concerned or, in default of the latter nomination, jointly by the Academic and Medical Committees; and a medically qualified chairman jointly agreed by the Council and the member or, in default of agreement, to be nominated by the President of the Royal College of Physicians.
 - (4) The Board may require the member concerned to undergo medical examination at the University's expense.

Termination of employment

23. If the Board determines that the member shall be required to retire on medical grounds, the appropriate officer shall direct the Personnel Director or the Personnel Director's delegate to terminate the employment of the member concerned on those medical grounds.

PART V: APPEALS

Purpose of Part V

24. This Part establishes procedures for hearing and determining appeals by members of the academic staff who are dismissed or under notice of dismissal or who are otherwise disciplined.

Application and interpretation of Part V

25. (1) This Part applies -

- (a) to appeals against the decisions of the Council as the appropriate body (or of a delegate of that body) to dismiss in the exercise of its powers under Part II;
- (b) to appeals arising in any proceedings, or out of any decision reached, under Part III other than appeals under paragraph 13 (Appeals against disciplinary warnings);
- (c) to appeals against dismissal otherwise than in pursuance of Part II or Part III;
- (d) to appeals against discipline otherwise than in pursuance of Part III; and
- (e) to appeals against decisions reached under Part IV

and "appeal" and "appellant" shall be construed accordingly.

(2) No appeal shall however lie against -

- (a) a decision of the appropriate body under paragraph 10(2);
- (b) the findings of fact of a Tribunal under paragraph 18(1) save where, with the consent of the person or persons hearing the appeal, fresh evidence is called on behalf of the appellant at that hearing;
- (c) any finding by a Board set up under paragraph 22(3).

(3) In this Part references to "the person appointed" are references to the person appointed by the Council under paragraph 28 to hear and determine the relevant appeal.

(4) The parties to an appeal shall be the appellant and the Personnel Director and any other person added as a party at the direction of the person appointed.

Institution of appeals

26. A member of the academic staff shall institute an appeal by serving on the Personnel Director, within the time allowed under paragraph 27, notice in writing setting out the grounds of the appeal.

Time for appealing and notices of appeal

27. (1) A notice of appeal shall be served within 28 days of the date on which the document recording the decision appealed from was sent to the appellant or such longer period, if any, as the person appointed may determine under sub-paragraph (3).

(2) The Personnel Director shall bring any notice of appeal received (and the date when it was served) to the attention of the Council and shall inform the appellant that the Personnel Director has done so.

(3) Where the notice of appeal was served on the Personnel Director outside the 28 day period the person appointed under paragraph 28 shall not permit the appeal to proceed unless the Personnel Director considers that justice and fairness so require in the circumstances of the case.

Persons appointed to hear and determine appeals

28. (1) Where an appeal is instituted under this Part the Council shall appoint a person described in sub-paragraph (2) to hear and determine that appeal.

(2) The persons described in this sub-paragraph are persons not employed by the University holding, or

having held, judicial office or being barristers or solicitors of at least ten years' standing.

(3) Subject to Section 2 of this appendix, the person appointed shall sit alone unless the person considers that justice and fairness will best be served by sitting with two other persons.

(4) Subject to Section 2 of this appendix the other persons who may sit with the person appointed shall be -

- (a) one member of the Council not being a person employed by the University or a College; and
- (b) one person nominated jointly by the Academic and Medical Committees from the Professors, Readers and Teachers of the University (who may either be a member of the academic staff for the purposes of this section or a person employed as a Professor, Reader or Teacher of the University, by a College).

Provisions concerning appeal procedures and powers

29. (1) The procedure to be followed in respect of the preparation, consolidation, hearing and determination of appeals shall be that set out in Ordinances made under this paragraph.

(2) Without prejudice to the generality of the foregoing such Ordinances shall ensure -

- (a) that an appellant is entitled to be represented by another person, whether such person be legally qualified or not, in connection with and at any hearing of the appellant's appeal;
- (b) that an appeal shall not be determined without an oral hearing at which the appellant, and any person appointed by the appellant to represent the appellant are entitled to be present and, with the consent of the person or persons hearing the appeal, to call witnesses;
- (c) that full and sufficient provision is made for postponements, adjournments, dismissal of the appeal for want of prosecution and for the correction of accidental errors; and
- (d) that the person appointed may set appropriate time limits for each stage (including the hearing itself) to the intent that any appeal shall be heard and determined as expeditiously as reasonably practicable.

(3) The person or persons hearing the appeal may allow or dismiss an appeal in whole or in part and, without prejudice to the foregoing, may -

- (a) remit an appeal from a decision under Part II to the Council as the appropriate body (or any issue arising in the course of such an appeal) for further consideration as the person or persons hearing the appeal may direct; or
- (b) remit an appeal arising under Part III for rehearing by a differently constituted Tribunal to be appointed under that Part; or
- (c) remit an appeal from a decision of the appropriate officer under Part IV for further consideration as the person or persons hearing the appeal may direct; or
- (c) substitute any lesser alternative penalty that would have been open to the appropriate officer following the finding by the Tribunal which heard and pronounced upon the original charge or charges.

Notification of decisions

30. The person appointed shall send the reasoned decision, including any decision reached in exercise of that person's powers under paragraph 29(3)(a), (b) or (c), on any appeal together with any findings of fact

different from those come to by the Council as the appropriate body under Part II or by the Tribunal under Part III, as the case may be, to the Vice-Chancellor and to the parties to the appeal.

PART VI: GRIEVANCE PROCEDURES

Purpose of Part VI

31. The aim of this Part is to settle or redress individual grievances promptly, fairly and so far as may be, within the institute, faculty, school, department or other relevant area by methods acceptable to all parties.

Application

32. The grievances to which this Part applies are ones by members of the academic staff concerning their appointments or employment where those grievances relate -

(a) to matters affecting themselves as individuals; or

(b) to matters affecting their personal dealings or relationships with other staff of the University,

not being matters for which express provision is made elsewhere in this section.

Exclusions and Informal Procedures

33. (1) If other remedies within the institute, faculty, school, department or other relevant area have been exhausted the member of the academic staff may raise the matter with the Head of the institute, faculty, school, department or other relevant area.

(2) If the member of the academic staff is dissatisfied with the result of an approach under sub-clause (1) or if the grievance directly concerns the Head of the institute, faculty, school, department or other relevant area, the member may apply in writing to the Vice-Chancellor for redress of the grievance.

(3) If it appears to the Vice-Chancellor that the matter has been finally determined under Part III, IV or V or that the grievance is trivial or invalid, the Vice-Chancellor may dismiss it summarily, or take no action upon it. If it so appears to the Vice-Chancellor, the Vice-Chancellor shall inform the member and the Grievance Committee accordingly.

(4) If the Vice-Chancellor is satisfied that the subject matter of the grievance could properly be considered with (or form the whole or any part of) -

(a) a complaint under Part III;

(b) a determination under Part IV; or

(c) an appeal under Part V

the Vice-Chancellor shall defer action upon it under this Part until the relevant complaint, determination or appeal has been heard or the time for instituting it has passed and the Vice-Chancellor shall notify the member and the Grievance Committee accordingly.

(5) If the Vice-Chancellor does not reject the complaint under sub-paragraph (3) or if the Vice-Chancellor does not defer action upon it under sub-paragraph (4) the Vice-Chancellor shall decide whether it would be appropriate, having regard to the interests of justice and fairness, for the Vice-Chancellor to seek to dispose of it informally. If the Vice-Chancellor so decides the Vice-Chancellor shall notify the member and proceed accordingly.

Grievance Committee Procedure

34. If the grievance has not been disposed of informally under paragraph 33(5), the Vice-Chancellor shall refer the matter to the Grievance Committee for consideration.
35. The Grievance Committee to be appointed by the Council shall comprise
- (a) a Chairman; and
 - (b) one member of the Council not being a person employed by the University; and
 - (c) one member of the academic staff nominated jointly by the Academic and Medical Committees.

Procedure in connection with determinations; and right to representation

36. The procedure in connection with the consideration and determination of grievances shall be determined in Ordinances in such a way as to ensure that the aggrieved person and any person against whom the grievance lies shall have the right to be heard at a hearing and to be accompanied by a friend or representative.

Notification of decisions

37. The Committee shall inform the Council whether the grievance is or is not well-founded and if it is well-founded the Committee shall make such proposals for the redress of the grievance as it sees fit.

[Clause 3(l)(b)]

Annex

Provisions as to the Vice-Chancellor

1. The Council may request the Chairman of the Council to remove the Vice-Chancellor from office for good cause in accordance with the procedure described in this annex.
 - (1) A complaint seeking the removal from office of the Vice-Chancellor for good cause may be made by not less than three persons being members of the Council to the Chairman of the Council.
 - (2) If it appears to the Chairman of the Council, on the material before the Chairman that the complaint raises a *prima facie* case and that this could, if proved, constitute good cause for dismissal or removal from office the Chairman shall request the Council to appoint a Tribunal to hear and determine the matter.
 - (3) If it appears to the Chairman of the Council that a complaint made to the Chairman under sub-paragraph (1) does not raise a *prima facie* case or is trivial or invalid, the Chairman may recommend to the Council that no further action be taken upon it.
 - (4) When the Council has appointed a Tribunal under sub-paragraph (2) it shall instruct a solicitor or other suitable person to formulate a charge or charges and to present, or arrange for the presentation of, the charges before the Tribunal.
 - (5) A Tribunal appointed by the Council shall comprise:
 - (a) an independent Chairman; and
 - (b) one member of the Council not being a person employed by the University or a College; and
 - (c) one Professor, Reader or Teacher of the University (who may either be a member of the

academic staff for the purposes of this section or a person employed as a Professor, Reader or Teacher by a College).

(6) Subject to the principles of justice and fairness the Tribunal may determine its own procedure.

(7) The Tribunal shall send its reasoned decision on any charge referred to it together with its findings of fact regarding the charge and its recommendations, if any, as to the appropriate penalty to the Chairman of the Council and to the Vice-Chancellor drawing attention to the period of time within which any appeal should be made.

(8) Persons appointed to hear such an appeal shall be persons independent of the University and of any College or other institution of the University holding, or having held, judicial office or being barristers or solicitors of at least 10 years' standing and the person so appointed shall, subject to the principles of justice and fairness, determine the procedure to be adopted in hearing the appeal.

(9) A person appointed shall send the reasoned decision on the appeal, together with any findings of fact different from those come to by the Tribunal and recommendations, if any, as to the appropriate penalty, to the Vice-Chancellor and to the Chairman of the Council.

(10) Where a charge or charges have been upheld by the Tribunal and not dismissed on appeal, the Chairman of the Council shall decide whether or not to dismiss the Vice-Chancellor.

2. Where a complaint is to be referred to a Tribunal under this section, the Chairman of the Council may suspend the Vice-Chancellor from the Vice-Chancellor's duties and may exclude the Vice-Chancellor from the Central Administration Offices of the University without loss of salary and benefits.
3. "Good cause" in this annex has the same meaning as in paragraph 5 of this section.
4. For the purpose of the removal of the Vice-Chancellor for incapacity on medical grounds, Part IV of this section shall have effect subject to the following modifications -
 - (a) for references to a member of the academic staff there shall be substituted references to the Vice-Chancellor;
 - (b) for any reference to the office of Vice-Chancellor there shall be substituted a reference to the office of Chairman of the Council;
 - (c) for paragraph 23 there shall be substituted -

"23. If the Board determines that the Vice-Chancellor should be required to retire on medical grounds, it shall ask the Chairman of the Council, as the appropriate officer, to decide whether or not to terminate the appointment of the Vice-Chancellor on those medical grounds."

SECTION 2

Withdrawal of the status or title of Professor or Reader or Teacher of the University

- (1) This section shall apply only to Professors, Readers and Teachers of the University who are not employed by the University.
- (2) The withdrawal of the status or title of Professor, Reader or Teacher of the University (in this section called "the status or title") shall rest with the Vice-Chancellor-
 - (a) in any case where the governing body of any College or Institution has exercised its powers, under the terms on which the Professor, Reader or Teacher of the University holds a post as a member of its academic staff, to dismiss the Professor, Reader or Teacher of the University from

that post; or

- (b) in any other case where an allegation is made to the Vice-Chancellor that the conduct of the Professor, Reader or Teacher of the University may constitute good cause for removal of the status or title.
- (3) Where an allegation is made under sub-paragraph (2)(b) the Vice-Chancellor shall make such enquiries as the Vice-Chancellor sees fit (including enquiries as to whether the governing body of the College or Institution has exercised or proposes to exercise its powers under the terms on which the Professor, Reader or Teacher of the University holds a post as a member of its academic staff with a view to dismissal from that post) in order to decide whether to proceed further under this section.
- (4) Where the Vice-Chancellor proceeds further under this section the Vice-Chancellor shall write to the Professor, Reader or Teacher of the University concerned inviting comment in writing.
- (5) As soon as may be following receipt of the comments (if any) the Vice-Chancellor shall consider the matter in the light of all the material then available and may-
- (a) dismiss it; or
 - (b) personally deal with it informally if it appears to the Vice-Chancellor appropriate to do so and if the Professor, Reader or Teacher of the University agrees in writing that the matter should be dealt with in this way; or
 - (c) refer it as an allegation showing possible good cause for dismissal to the Head of the College or other Institution by which the Professor, Reader or Teacher of the University is employed; or
 - (d) direct the Personnel Director to prefer a charge or charges to be considered by a Tribunal to be appointed under paragraph 16 of section 1 of this appendix if the Vice-Chancellor has not referred the matter in accordance with sub-paragraph (c) above to the Head of the College or other Institution by which the Professor, Reader or Teacher of the University is employed or if, having done so, no action has been taken by the College or Institution concerned.
- (6) If no comment is received within 28 days the Vice-Chancellor may proceed as aforesaid as if the member concerned had denied the substance and validity of the alleged case entirely.
- (7) In a case where a direction has been made under sub paragraph (5)(d):
- (a) the Council shall invite the College or other Institution by which the Professor, Reader or Teacher of the University is employed to nominate two additional members of the Tribunal if the College or other Institution sees fit;
 - (b) the person appointed to hear any appeal shall sit with the persons described in sub-paragraph 28(4) of section 1 of this appendix and shall invite the College or other Institution by which the Professor, Reader or Teacher of the University is employed to nominate two additional persons to sit and hear the appeal if the College or other Institution sees fit;
 - (c) paragraphs 15 to 18 of section 1 of this appendix shall apply to the Professor, Reader or Teacher of the University as they apply to members of the academic staff employed by the University; and
 - (d) paragraph 19 of section 1 of this appendix shall apply in the like manner as it applies to the removal of the status or title of a Professor, Reader or Teacher of the University who is employed by the University.

SECTION 3

Interpretation

For the purposes of sections 1 and 2 above:

- (1) The Director of the institution is the person appointed under the authority of the Council to head the institution concerned.
- (2) The Central Administration Offices of the University means the premises designated by the Council in which the business of the University is carried out.
- (3) The Council shall designate an employee of the University other than the Vice-Chancellor to undertake the duties required of the Personnel Director.

**UNIVERSITY OF LONDON
Institutes and Central Activities**

Terms and Conditions of Employment for Academic Staff

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UNIVERSITY OF LONDON

ORDINANCE 25

PROCEDURES FOR TRIBUNAL, APPEAL AND GRIEVANCE HEARINGS

This Ordinance is promulgated in accordance with the provisions of paragraphs 17, 29, and 36 of Section 1 of Appendix 2 to the Statutes and establishes procedures to be followed when tribunal, appeal and grievance hearings are held under the provisions of that Section.¹

SECTION 1 - Tribunal Proceedings

Preamble

1.The purpose of Section 1 of this Ordinance is to prescribe the procedures to be followed for the preparation, hearing, and determination of charges by a Tribunal established under Part III of Appendix 2 to the Statutes in respect of discipline, dismissal, and removal from office of a member of the academic staff as defined in paragraph 3 of Part I of Appendix 2 of the Statutes, hereinafter referred to as “the member of staff”.

Definitions

2.Reference in this Ordinance to the officer in charge of the proceedings is as defined in paragraph 15 (2) of Part III of Appendix 2 to the Statutes and, where the member of staff concerned is legally represented, may include reference to a legal representative of the University.

3.Reference to the member of staff concerned may, where the context permits, include reference to an appointed representative, who may be a legal representative.

4.A representative of either party so appointed shall have the rights conferred upon the party concerned in the terms of this Ordinance.

Procedures

5.Where a Tribunal has been appointed by the Council under paragraph 15 of Part III of Appendix 2 to the Statutes, the following procedures will be followed.

6.The officer in charge of the proceedings shall within 28 days of the appointment of the Tribunal formulate, or arrange for the formulation of, the charge or charges against the member of staff concerned.

7.The officer in charge of the proceedings shall within 28 days of the appointment of the Tribunal arrange a date, time and place for a meeting of the Tribunal and shall give the member of staff not less than fourteen days' written notice of this. At the same time the officer in charge of the proceedings shall:

(1)inform the member of staff of his or her entitlement to be present and to be represented before the Tribunal by another person, whether such person be legally qualified or not;

¹ Section 1 of Appendix 2 to the Statutes applies to Professors, Readers, and Teachers of the University who are employed by the University, and to the Vice-Chancellor to the extent and in the manner set out in the annex to Section 1 of that Appendix. This note is for explanation only and does not form part of the Ordinance.

(2) provide the member of staff with a copy of the charge or charges which have been formulated, together with any other documents specified therein;

(3) inform the member of staff and any person representing the member that they may call witnesses to the hearing before the Tribunal and may question witnesses upon the evidence on which the case against the member is based; and

(4) require the member of staff to submit the name of any representative as soon as possible and in any event not later than 48 hours before the time fixed for the meeting of the Tribunal.

8. No charge shall be determined without an oral hearing at which the member of staff concerned and any person appointed by him or her to represent him or her are entitled to be present.

Proceedings of the Tribunal

9. When the members of the Tribunal have assembled, the officer in charge of the proceedings will inform the Tribunal whether the member of staff is present. If the member of staff fails to attend, the Tribunal will decide whether to proceed in the absence of the member of staff or to adjourn the hearing.

10. The charge or charges shall be presented by either the officer in charge of the proceedings or by another person designated by the University (hereinafter described as the University's designated officer).

11. The chairman of the Tribunal shall establish whether the member of staff or the representative will present the case for the member of staff.

12. The University's designated officer may then:

(1) make a statement concerning the charge or charges, and produce any documents therein specified; and

(2) call witnesses in turn in support of the charge or charges.

13. The witnesses called by the University's designated officer may be questioned:

(1) by the University's designated officer;

(2) by the member of staff or representative; and

(3) by the Tribunal.

14. The member of staff or representative may then:

(1) make a statement concerning the charge or charges, and produce any documents therein specified;

(2) call witnesses in turn to answer the charge or charges.

15. The witnesses called by the member of staff or representative may be questioned:

(1) by the member of staff or representative;

(2) by the University's designated officer; and

(3) by the Tribunal.

16. The Tribunal may require such other witnesses as it thinks fit to be summoned or such other evidence as it considers relevant to be produced.

17.The University's designated officer and the member of staff or representative may make a final statement.

Powers of the Tribunal

18.It shall be competent for the Tribunal on the motion of either party or in its own discretion to postpone or adjourn the hearing of a charge or charges for what it considers to be in the interests of justice or fairness. The Tribunal may determine that a second or subsequent meeting is required for the effective discharge of its functions and at least seven days' notice shall be given to both parties of such second or subsequent meeting, other than where the meeting is continued from day to day.

19.The Tribunal may at any stage of the proceedings dismiss the charge or charges for want of prosecution or remit the charge or charges to the Vice-Chancellor for further consideration.

20.It shall be competent for the Tribunal on the motion of either party or in its own discretion to permit the correction of accidental errors made by either party or in the administration of the proceedings having regard to the principles of justice and fairness.

Decisions of the Tribunal

21.The members of the Tribunal shall deliberate in private. Within 48 hours of concluding its deliberations, the Tribunal shall send to the Vice-Chancellor and to each party to the proceedings its decision on any charge referred to it together with any findings of fact, the reasons for its decisions regarding the charge, and its recommendations, if any, as to the appropriate penalty. At the same time the Tribunal shall ensure that a copy of Part V (Appeals) of Appendix 2 to the Statutes accompanies each copy of its decision when it is sent to a party to the proceedings.

SECTION 2 - Appeal Procedures

Preamble

1.The purpose of Section 2 of this Ordinance is to set out the procedures to be followed for the preparation, hearing, and determination of appeals by the person appointed under Part V of Appendix 2 to the Statutes in respect of those matters specified in paragraph 29 of Part V and relevant to a member of the academic staff as defined in paragraph 3 of Part I of Appendix 2 to the Statutes, hereinafter referred to as the "appellant".

Definitions

2.Reference in this Ordinance to the Clerk of the Council shall include reference to an appointed nominee and, where the appellant is legally represented, may include reference to a legal representative of the University.

3.Reference to the appellant may, where the context permits, include reference to an appointed representative, who may be a legal representative.

4.A representative of either party so appointed shall have the rights conferred upon the party concerned in the terms of this Ordinance. Reference to the appointed person includes all persons appointed under paragraph 28 of Part V of Appendix 2 to the Statutes.

Procedures

5.Where a person ("the appointed person") has been appointed by the Council under paragraph 28 (1) of Part V of Appendix 2 to the Statutes, the following procedures will be followed.

6.The person appointed to hear the appeal shall sit alone unless he or she considers that justice and fairness will be best served by sitting with two other persons pursuant to paragraph 28 (4) of Appendix 2 to the

Statutes. In the event that a decision is made to sit with others, references herein to “person appointed to hear the appeal” shall include “persons appointed to hear the appeal”.

7.If the notice of appeal has been submitted late, the person appointed to hear the appeal shall consider, under the terms of paragraph 27 (3) of Appendix 2 to the Statutes, whether the appeal should be allowed to proceed. If the person appointed to hear the appeal shall decide that the appeal should not proceed, the appellant shall be informed of this forthwith by the Clerk of the Council.

8.The person appointed to hear the appeal shall consider setting appropriate time limits for each stage (including the hearing itself) so that the appeal shall be heard and determined as expeditiously as reasonably practicable.

9.Save in a case where it has been decided, pursuant to paragraph 7 above, that the appeal should not proceed, the Clerk of the Council shall in accordance with the time limit specified by the person hearing the appeal convene the hearing of the appeal. In doing so, the Clerk of the Council shall arrange a date, time, and place for an appeal hearing and shall give the appellant not less than fourteen days’ written notice of this. At the same time, the Clerk of the Council shall:

(1)inform the appellant of his or her entitlement to be present and to be represented before the hearing by another person, whether such person be legally qualified or not;

(2)inform the appellant and any person representing the appellant that, exceptionally, and with the prior consent of the person hearing the appeal, they may call witnesses at the hearing but only in respect of new evidence not available to the earlier Tribunal; and

(3)require the appellant to submit the name of any representative as soon as possible and in any event not later than 48 hours before the time fixed for the appeal hearing.

10.Subject to paragraph 11, no appeal shall be determined without first convening an oral hearing at which the appellant and any representative are entitled to be present and to be heard.

Proceedings of the Appeal Hearing

11.When the person appointed to hear the appeal is ready, the Clerk of the Council will inform the person hearing the appeal whether the appellant is present. If the appellant fails to attend, the person hearing the appeal will decide whether to proceed in the absence of the appellant or to adjourn the hearing.

12.The Clerk of the Council may designate a person (hereinafter described as the University’s designated officer) to attend the appeal hearing on behalf of the University and to make representations on its behalf.

13.The person hearing the appeal shall establish whether the appellant or the representative will present the case for the appellant and, if the appellant so requests, will decide on the basis of representations made whether or not to allow nominated witnesses to appear before the appeal hearing.

14.The appellant or representative may then:

(1)make a statement or representations concerning the appeal; and

(2)call any permitted witnesses in turn to support the appeal.

15.Any witnesses permitted to be called by the appellant or representative may be questioned:

(1)by the appellant or representative;

(2)by the University’s designated person; and

(3)by the person hearing the appeal.

16. The person designated to represent the University may then:

(1) make a statement or representations concerning the appeal; and

(2) (if the person hearing the appeal so consents) call witnesses in turn to answer any new points raised by the appeal or the case presented by the appellant.

17. The witnesses called by the person designated to represent the University may be questioned:

(1) by the designated person;

(2) by the appellant or his or her representative; and

(3) by the person hearing the appeal.

18. The person hearing the appeal may (but shall not be obliged to) require such other witnesses as he or she thinks fit to be summoned, or such other evidence as he or she considers relevant to be produced.

19. The University's designated person and the appellant or representative may make a final statement.

20. It shall be competent for the person hearing the appeal on the motion of either party or in discretion to postpone or adjourn the hearing of the appeal for what the appointed person considers to be in the interests of justice or fairness. The person hearing the appeal may determine that a second or subsequent meeting is required for the effective discharge of the appeal function having regard to the principles of justice and fairness and at least seven days' notice shall be given to both parties of such second or subsequent meeting, other than where the meeting is continued from day to day.

21. The person hearing the appeal may at any stage of the proceedings dismiss the appeal in whole or in part for want of prosecution.

22. It shall be competent for the person hearing the appeal on the motion of either party or in his or her discretion to permit the correction of accidental errors made by either party or in the administration of the proceedings having regard to the principles of justice and fairness.

Decisions of the Appeal

23. The person hearing the appeal shall deliberate in private and shall, within 48 hours of the final day of the appeal hearing, send the decision (having regard to the options expressed in paragraph 29 (3) of Appendix 2 to the Statutes) on the appeal to the Vice-Chancellor and to the parties to the appeal together the reasons for the decision and any other information (if relevant) as under paragraph 30 of Appendix 2 to the Statutes.

SECTION 3 - Grievance Committee Proceedings

Preamble

1. The purpose of Section 3 of this Ordinance is to prescribe the procedures to be followed at Grievance Committee hearings established under Part VI of Appendix 2 to the Statutes in respect of a grievance asserted by a member of the academic staff as defined in paragraph 36 of Part I of Appendix 2 of the Statutes, hereinafter referred to as "the member of staff".

Definitions

2. Reference in Section 3 of this Ordinance to the officer in charge of the proceedings is a reference to the

Personnel Director or other officer appointed by the Vice-Chancellor to act instead of the Personnel Director and, where the member of staff concerned is legally represented, may include reference to a legal representative of the University.

3.Reference to the member of staff concerned may, where the context permits, include reference to an appointed representative, who may be a legal representative.

4.A representative of either party so appointed shall have the rights conferred upon the party concerned in the terms of this Ordinance.

Procedures

5.Where a Grievance Committee has been appointed by the Council under paragraph 36 of Part VI of Appendix 2 to the Statutes, the following procedures will be followed.

6.Within 28 days of the appointment of the Grievance Committee the officer in charge of the proceedings shall arrange for the formulation of a clear statement of the grievance asserted by the member of staff concerned and of any rebuttal or counter-claim by any others involved.

7.Within 28 days of the appointment of the Grievance Committee the officer in charge of the proceedings shall arrange a date, time, and place for a meeting of the Grievance Committee and shall give the member of staff not less than fourteen days' written notice of this. At the same time the officer in charge of the proceedings shall:

(1)inform the member of staff of his or her entitlement to be present and to be represented before the Grievance Committee by another person, whether such person be legally qualified or not;

(2)provide the member of staff with a copy of the statement of grievance and any rebuttal or counter-claims which have been formulated, together with any other documents specified therein;

(3)inform the member of staff and any person representing the member of staff that they may call witnesses to the hearing before the Grievance Committee and may question witnesses upon any of the evidence presented to the Grievance Committee; and

(4)require the member of staff to submit the name of any representative as soon as possible and in any event not later than 48 hours before the time fixed for the meeting of the Grievance Committee.

8.No finding of the Grievance Committee shall be determined without an oral hearing being convened at which the member of staff concerned and any person appointed by him or her to represent him or her are entitled to be present.

Proceedings of the Grievance Committee

9.When the members of the Grievance Committee have assembled, the officer in charge of the proceedings will inform the Grievance Committee whether the member of staff is present. If the member of staff fails to attend, the Grievance Committee will decide whether to proceed in the absence of the member of staff or to adjourn the hearing.

10.The statement of grievance and any rebuttal or counter-claim by others involved shall be presented by either the officer in charge of the proceedings or by another person designated by the University (hereinafter described as the University's designated officer).

11.The chairman of the Grievance Committee shall establish whether the member of staff or the representative will present the case for the member of staff.

12.The member of staff or representative may then:

(1)make a further statement concerning the grievance and a statement concerning any rebuttal or counter-claim that has been presented, and produce any documents therein specified; and

(2)call witnesses in turn to support a finding that the grievance is well-found and to answer any rebuttal or any complaint made in any counter-claim.

13.The witnesses called by the member of staff or representative may be questioned:

(1)by the member of staff or representative;

(2)by the University's designated officer; and

(3)by the Grievance Committee.

14.The University's designated officer may then:

(1)make a further statement concerning the grievance and statement concerning any rebuttal or counter-claim that has been presented, and produce any further documents specified therein; and

(2)call witnesses in turn to give evidence on any charge made in the statement of grievance and in any statement of rebuttal or counter-claim that has been presented.

15.The witnesses called by the University's designated officer may be questioned:

(1)by the University's designated officer;

(2)by the member of staff or representative; and

(3)by the Grievance Committee.

16.The Grievance Committee may require such other witnesses as it thinks fit to be summoned or such other evidence as it considers relevant to be produced.

17.The University's designated officer and the member of staff or representative may make a final statement.

Powers of the Grievance Committee

18.It shall be competent for the Grievance Committee on the motion of either party or in its own discretion to postpone or adjourn the hearing for what it considers to be in the interests of justice or fairness. The Grievance Committee may determine that a second or subsequent meeting is required for the effective discharge of its functions and at least seven days' notice shall be given to both parties of such second or subsequent meeting, other than where the meeting is continued from day to day.

19.The Grievance Committee may at any stage of the proceedings dismiss the claim of grievance for lack of evidence or remit the grievance to the Vice-Chancellor for further consideration.

20.It shall be competent for the Grievance Committee on the motion of either party or in its own discretion to permit the correction of accidental errors made by either party or in the administration of the proceedings having regard to the principles of justice and fairness.

Decisions of the Grievance Committee

21.The members of the Grievance Committee shall deliberate in private. Within 48 hours of concluding its deliberations, the Grievance Committee shall send to the Vice-Chancellor and to each party to the proceedings its decision on whether the grievance is well-found and the reasons for its decision. If the Grievance Committee considers that the grievance is well-found, the Grievance Committee shall also

inform the above parties to the proceedings of its proposals for the redress of the grievance as it sees fit. At the same time the Grievance Committee shall ensure that a copy of its findings is sent to the Clerk of the Council to ensure that the Council is informed of the outcome of the proceedings.

24 March 1999

**UNIVERSITY OF LONDON
Institutes and Central Activities**

TERMS AND CONDITIONS OF EMPLOYMENT FOR ACADEMIC STAFF

UNIVERSITIES SUPERANNUATION SCHEME (USS)

1 New Employees

1.1 New employees will be automatically entered into membership of USS, which is the recommended occupational pension scheme, and will remain in membership unless they elect in writing not to do so.

1.2 New employees who may already be members of the Federated Superannuation System for Universities (FSSU) may, if still eligible, remain in such membership. If they elect to join USS, they will be required to contribute to USS according to the Rules of the Scheme, and the University will contribute an additional sum in order to finance the benefits of the Scheme.

1.3 New employees wishing to exercise their statutory right not to join USS (or, if already in membership of USS or FSSU, to withdraw from the scheme) in favour either of the State Earnings Related Pension Scheme (SERPS) or a personal pension scheme must elect in writing to do so before the date of commencement of employment. If they so elect, the University will contribute only the statutory amount in the case of SERPS, or the statutory minimum in the case of a personal pension, and will make no further contributions or payments.

2 Existing Employees

2.1 Existing employees at present in membership of USS, which is the recommended occupational pension scheme, will remain in membership unless they elect in writing to withdraw from USS.

2.2 Existing employees who are already members of FSSU may, if still eligible, remain in such membership. If they elect to join USS, they will be required to contribute to USS according to the Rules of the Scheme, and the University will contribute an additional sum in order to finance the benefits of the Scheme.

2.3 Existing employees wishing to exercise their statutory right to withdraw from USS or FSSU in favour either of SERPS or a personal pension scheme must elect to do so in writing, giving at least 28 days' notice, such notice to take effect from the first day of a future month. If they so elect, the University will contribute only the statutory amount in the case of SERPS, or the statutory minimum in the case of a personal pension, and will make no further contributions or payments.

3 Re-entry to the Scheme

Attention is drawn to the provisions of USS by which those who have once elected not to join, or to withdraw from the Scheme, may be permitted in certain circumstances, and subject to medical and financial conditions, to enter or re-enter the Scheme.

[June 1999]

**UNIVERSITY OF LONDON
Institutes and Central Activities**

Terms and Conditions of Employment for Academic Staff

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UNIVERSITY OF LONDON
Institutes and Central Activities

Terms and Conditions of Employment for All Staff

SICK LEAVE

1 Employees prevented from reporting for duty owing to illness (including injury or other disability) must notify the Head of Institution without delay.

2 Employees absent from duty owing to illness are entitled to receive salary in accordance with the following scale:

Scale of Allowances	Full Pay	Half Pay
During the first 3 months' service	2 weeks	2 weeks
Three months to one year's service	2 months	2 months
Second and third year of service	3 months	3 months
Fourth and fifth year of service	5 months	5 months
After five years of service	6 months	6 months

3 One month shall be regarded as 22 working days, all Public Holidays and University Days being counted as working days.

4 For the purpose of ascertaining the appropriate period of benefit, all previous continuous service with the University or any of its Colleges shall be aggregated.

5 The rate of allowance (full pay or half pay) and the period for which it is paid shall be ascertained by deducting from the period of benefit appropriate to the employee's service on the first day of absence the aggregate of the periods of absence due to illness during the 12 months immediately preceding the first day of absence. In aggregating the periods of absence, no account shall be taken of any unpaid absence on sick leave.

6 During absence on full pay, staff will receive their normal pay: any payment received on their behalf under the Statutory Sick Pay scheme will be deducted from the amount payable by the University to ensure that they receive their normal full pay. During absence on half pay, employees will receive half their normal salary, less the amount (if any) by which half pay plus the amount of sickness benefit receivable under the Statutory Sick Pay scheme exceeds full pay.

7 Deductions from salary of married women and widows who have opted to pay the reduced rate of National Insurance will be made as if full contributions have been paid. This provision is distinct from any obligations arising from Employers' Statutory Sick Pay, where separate rules apply.

8 When absent from work due to illness for one day or more, but for not more than 7 calendar days, employees must complete a self-certificate form recording all days in the period of sickness, including days when they would not normally be at work. Employees who expect to return to work within 7 calendar days may complete the form on their return; those who expect to be absent for more than 7 calendar days should ask the Head of Institution for a form to be sent to them as soon as practicable.

9 If absence continues for 8 calendar days or more employees must submit a medical certificate to the Head of Institution within the next three working days. For this purpose, Saturday is to be counted as a working day. The medical certificate should state the nature of the unfitness for work and the likely duration of the illness. A self-certificate must also be submitted recording any days in the period of absence not covered by the medical certificate. Failure to do so may result in loss of pay. Subsequent medical certificates must be submitted to cover further absence if it extends beyond the period covered by the initial certificate. In cases where the first medical certificate covers a period exceeding one week, or where more than one certificate is necessary, employees must obtain a final certificate as to their fitness to resume duties before returning to work.

10 Sick pay will continue if a Public Holiday or University Day occurs during paid sick leave. Where an employee has exhausted the period of entitlement to sick pay, no payment will be made in respect of a Public Holiday or University Day occurring during the period of unpaid sick leave.

11 Employees falling sick during the course of annual leave are regarded as being on sick leave from the date specified on a doctor's certificate; a self-certificate is not acceptable in such cases. They are entitled to take the balance of the holiday at a later date after returning to work, provided that it is taken before the end of the leave year, or as may be agreed with the Head of Institution.

12 A period of absence due to injury sustained in the course of employment and which is not the fault of the employee shall not be recorded for the purposes of this Scheme.

13 Employees absent as a result of personal injuries are not entitled to sick pay if damages may be receivable from a third party. In this event, the University will, having regard to the circumstances of the case, advance to such employees a sum not exceeding the sick pay provided under this scheme on the condition that they undertake to refund from any damages received the total amount of such allowance or such part thereof as the University may, having regard to the amount of damages recovered, determine after consultation with the employees or their representatives.

14 Employees who, on the advice of their medical practitioner, do not attend their place of work because of contact with a notifiable infectious disease must inform the Head of Institution immediately and will be entitled to receive full pay less any statutory benefits payable. Such a period of absence will not be recorded for the purposes of this Scheme.

15 In the case of contact with infectious or contagious diseases employees must not stay away from duty if otherwise fit and if medically advised to come to work but should report the fact of contact to the Head of Institution.

16 If, at the end of the period of paid sick leave entitlement, an employee is still unable to resume duties, the University would normally terminate the employment on the grounds that the employee's medical condition was such as to frustrate the terms of the employment contract, subject to any ill-health retirement arrangements currently in force. This shall not preclude the Director of Administration from continuing the appointment, although such continuation will not give any right to the employee to any remuneration during such further period of continued absence.

17 If, at any time during an extended period of sick leave, it can be established that the employee's condition is such that there is no prospect of their fulfilling the terms of their employment contract, it would be appropriate to put the employee on notice before the end of the period of paid sick leave. Under such circumstances ill-health retirement normally should be available. Where ill-health retirement is the most appropriate course in all the circumstances, this option normally would be pursued so that such retirement can start as soon as practicable

18 Employees who are unable to perform the duties of the post as a consequence of illness may at any time be required to submit to an examination by a medical practitioner nominated by the University. Any expenses incurred in connection with such examination shall be met by the University.

19 The University has discretion to extend the application of the Scheme in exceptional cases.

[June 1999]

**UNIVERSITY OF LONDON
Institutes and Central Activities**

Terms and Conditions of Employment for Academic Staff

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**UNIVERSITY OF LONDON
Institutes and Central Activities**

Terms and Conditions of Employment for All Staff

MATERNITY LEAVE

- 1 In applying these provisions, care should be taken to distinguish between the respective requirements and benefits of this University scheme and of the statutory maternity pay scheme (SMP). Maternity leave with full pay includes any relevant statutory maternity payment. SMP at the lower rate will be paid to those eligible for it, in addition to half pay, for a maximum of ten weeks. No combination of payments will exceed full pay.
- 2 To qualify for maternity leave, full-time or part-time employees should have been continuously employed by the University or any of its Colleges for a minimum period of twelve months before the expected week of childbirth.
- 3 Notification of pregnancy, supported by medical evidence normally in the form of a MAT B1 certificate stating the expected week of childbirth, shall be made not later than thirteen weeks before the expected week of childbirth, together with a written statement of intent, where applicable, that the employee wishes to return to work with the University.
- 4 While return from full-time to part-time work is not a right, sympathetic consideration will be given to such a request made in writing as early as possible but in any event not later than four weeks before the notified date of return. Members of staff who are unable to return to work are welcome to approach the Personnel Office at a later date with a view to being included on the database of suitable staff seeking work.
- 5 Employees should normally cease work from the end of the twelfth week before the expected week of childbirth. A medical certificate must be provided in any case where there is a desire to work beyond the seventh week before the expected week of childbirth. In the event of an employee being employed on work that might endanger her pregnancy, arrangements will be made to protect the mother and unborn child.
- 6 An employee absent from work on grounds of pregnancy or childbirth who has given notice under para 3 of her intention to return to work shall be granted eight weeks' leave on full pay, sixteen weeks on half pay, and up to 28 weeks unpaid leave. Alternatively, on written request before the beginning of maternity leave, an employee may be granted sixteen weeks' leave on full pay and up to 28 weeks' unpaid leave. The University may, at its discretion, extend the period of paid or unpaid leave in cases of hardship.
- 7 Nothing in these provisions shall prejudice the right of the employer to reclaim the whole or part of the non-statutory element of maternity pay if the employee fails to return to work and to continue in employment for at least three months.
- 8 Maternity leave will not count against normal sick leave entitlement, except in so far as any absence in excess of 24 weeks connected with the pregnancy or childbirth and supported by a medical certificate shall be dealt with under the sick leave provisions.
- 9 An employee who has opted under para 3, above, to return to work may exercise this right at any time before the end of the period of 41 weeks beginning with the week in which the date of childbirth

falls. Under these provisions the employee is entitled to return to the job in which she was employed under the original contract of employment and on terms applicable to her if she had not been absent. Notification of return to work should be given in writing at least three weeks before the intended date of return.

10 Continuous employment is not broken by maternity leave. Incremental progression (where appropriate) will not be affected by maternity leave. Pension rights and contributions are as laid down in the rules of the appropriate pension scheme. Annual leave entitlement shall not accrue during unpaid maternity leave, but employees may use annual leave entitlement accrued up to the end of paid maternity leave in lieu of an equivalent amount of unpaid leave.

11 There shall be no distinction between live and still births in the granting of maternity leave.

12 Employees intending to adopt are also eligible for the benefits of these provisions, although full benefits normally would only be available in cases where the adopted child(ren) is/are under two years of age. In respect of the adoption of older children the range of benefits allowed would be determined in advance, normally after taking the advice of the adoption agency, the Department of Social Security, and representatives of the member of staff as appropriate. Notice must be given comparable to that prescribed in para 3 above, subject to the rules of the adoption agency or local authority regarding the adoption and the time-scale available for notice.

13 An employee who satisfies the provisions of paragraphs 2 and 3 above, but who has not given notice under para 3 of her intention to return to work, shall be paid the appropriate SMP only.

14 The foregoing provisions do not apply to employees with less than twelve months continuous service before the expected date of childbirth, but such employees are entitled to the statutory provisions, as follows:

(a) A fourteen-week Maternity Leave Period (MLP) during which continuous employment is not broken. Incremental progression (where appropriate) will not be affected by maternity leave. Pension rights and contributions are as laid down in the rules of the applicable scheme. Annual leave entitlement shall not accrue during any part of the MLP when the employee is not paid through the University Payroll.

(b) Notification of pregnancy and/or the intended start of the MLP must be made in writing, and supported by a completed MAT B1 form no later than 21 days before the expected week of childbirth or as soon as is reasonably practicable thereafter. Notification of the intention to return to work is required at the same time.

(c) The MLP may begin at any time during the eleven weeks prior to the expected week of childbirth, but not before, and will be extended if necessary in order to ensure that no-one need return to work until at least two weeks following the birth. If an employee falls sick with a pregnancy-related illness in the six weeks prior to the expected week of childbirth, the MLP begins automatically.

(d) A medical certificate must be provided in any case where there is a desire to work beyond the 3rd week before the expected date of childbirth. In the event of an employee being employed on work that might endanger her pregnancy, arrangements will be made to protect the mother and unborn child.

(e) Employees wishing to return to work before the end of the fourteen-week period must

give seven days' written notice of the date of their return. Employees absent for more than fourteen weeks, and not on sick leave supported by a medical certificate, will forfeit their right to return to work.

(f) During the MLP, Statutory Maternity Pay is paid to staff with 26 weeks continuous service at the Qualify Week (QW), *i.e.* the 15th week before the expected week of childbirth. Members of staff with less than 26 weeks continuous service at the QW are not paid by the University during the MLP. However, such staff may be eligible for Maternity Allowance (MA) from the DSS and are advised to apply to their local DSS office regarding this payment. However, members of staff with no SMP entitlement will be granted one week's paid parental leave at the end of the MLP, the cost of which will be met by the University.

15 Further information and advice are available from the Personnel Office.

[June 1999]

**UNIVERSITY OF LONDON
Institutes and Central Activities**

Terms and Conditions of Employment for Academic Staff

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UNIVERSITY OF LONDON

EQUAL OPPORTUNITIES POLICY

Introduction

- 1 This Policy is promulgated by the Council pursuant to Statute 3(4).
- 2 Statute 3(3) provides:

"The University shall not discriminate against any person on the grounds of colour, race, nationality, ethnic or national origin, religion, politics or sex."
- 3 Statute 3(4) requires the University to have a Policy which incorporates the provisions just quoted and "appropriate provisions in relation to age, disability and sexual preferences within the law".
- 4 Statute 3(4) requires the Policy to be regularly reviewed and accordingly it shall be reviewed by the Governance Committee on behalf of the Council every three years.

Extent

- 5 It is the responsibility of each College and Associate and Affiliate Institution to ensure that it complies with Statute 3(3).
- 6 This Policy applies to the Central University, that is to say, to all persons employed by the University, to all students of the University who are not students of a College or of an Associate or Affiliate Institution, and to all activities, services, Institutes and so on which are part of the University and which have no separate corporate legal existence.
- 7 The following two sub-paragraphs are for the avoidance of any doubt:
 - (i) Notwithstanding paragraph 6, the obligation cast on the Central University by Statute 3(3) extends to all persons, including students and staff of the Colleges, who may have dealings with or be affected by actions of the University.
 - (ii) Neither Statute 3(3) nor this Policy affects the employer-employee relationship in the Colleges. This is in accordance with Statute 21(1), which provides that the University Council "shall have no powers or duties in respect of affairs of the Colleges which are wholly within the remit of the Colleges".

Scope

- 8 The University shall not discriminate in any circumstances against any person, whether a member, student or employee of the University or not, on the grounds of colour, race, nationality, ethnic or national origin, religion, politics or sex.
- 9 "Sex" in the preceding paragraph includes marital status, parenthood, and number of children, and sexual preferences within the law.

- 10 Paragraphs 8 and 9 shall not, however, require the University to extend to a partner of an employee any benefits at present available to a spouse of an employee beyond that required by law.
- 11 The University shall not discriminate on the ground of disability, although an individual's disability may be taken into consideration in connection with employment, admission as a student or assessment of a student to the extent that it is reasonable and appropriate to do so in the circumstances.
- 12 The University shall not normally discriminate on the ground of age, but an individual's age may be taken into consideration in relation to employment or appointment if he or she is very close to or beyond the normal age for retirement, and there may be situations where it is appropriate for an applicant's age to be taken into account in relation to admission as a student.
- 13 Nothing in the Policy shall prevent the University from prescribing a retirement age or ages for its employees.

Employment

- 14 The Director of Personnel (or the person fulfilling the duties of a Director of Personnel) shall produce a statement on equal opportunities subject to approval by the Governance Committee which shall set out the procedures to be observed in relation to all aspects of the employment of staff, including recruitment and selection.
- 15 This statement shall be made available to all members of staff and shall in particular be drawn to the attention of all staff who are likely to be involved in personnel decisions.
- 16 Training covering equal opportunities for staff likely to be involved in personnel decisions should be provided wherever possible.
- 17 Statute 3(4) requires arrangements to be made to monitor the application of this Policy. Accordingly, the Director of Personnel (or the person fulfilling those duties) shall arrange for appropriate records to be kept and for selection procedures to be monitored and shall make an annual report to the Executive Committee.
- 18 The statement referred to in paragraph 14 shall be binding on all activities, services and Institutes which manage their own employment practices, but it shall be open to them to make such modifications as they judge appropriate for their own circumstances, provided that the substance of the statement is unaffected.
- 19 Paragraphs 15-17 shall apply to all activities, services and Institutes, even if managing their own employment practices.

Infringements

- 20 Discrimination and harassment of an employee or student by an employee or student on any of the grounds set out in Statute 3(3) and (4) shall be disciplinary offences.
- 21 An employee who claims to have suffered discrimination or harassment shall be entitled to pursue a grievance in accordance with the normal grievance procedures.

- 22 A student who claims to have suffered discrimination or harassment shall be entitled to pursue a complaint in accordance with procedures formulated by the Academic Registrar.
- 23 A complaint of discrimination by a person other than an employee or student of the University shall be handled and investigated in accordance with the instructions of the Director of Administration.



UNIVERSITY OF LONDON

EQUAL OPPORTUNITIES STATEMENT

This Statement is made in accordance with the University's Equal Opportunities Policy, which provides:

14. The Director of Personnel shall produce a statement on equal opportunities subject to approval by the Governance Committee which shall set out the procedures to be observed in relation to all aspects of the employment of staff, including recruitment and selection.
15. This statement shall be made available to all members of staff and shall in particular be drawn to the attention of all staff who are likely to be involved in personnel decisions.
16. Training covering equal opportunities for staff likely to be involved in personnel decisions should be provided wherever possible.
17. Statute 3(4) requires arrangements to be made to monitor the application of this Policy. Accordingly, the Director of Personnel shall arrange for appropriate records to be kept and for selection procedures to be monitored and shall make an annual report to the Executive Committee.
18. The statement referred to in paragraph 14 shall be binding on all activities, services and Institutes which manage their own employment practices, but it shall be open to them to make such modifications as they judge appropriate for their own circumstances, provided that the substance of the statement is unaffected.
19. Paragraphs 15-17 shall apply to all activities, services and Institutes, even if managing their own employment practices.

Purpose

1. The procedures in this Statement are good employment practice and assure equality of treatment and equal opportunity for all existing and new employees. To ensure they achieve their purpose:
 - (i) there shall be consultation on their implementation and evaluation with staff, staff associations, and locally recognised trade unions;
 - (ii) all employees, particularly those with personnel functions, shall be advised of the procedures;
 - (iii) training officers shall provide training as provided below; and
 - (iv) implementation shall be monitored.

Equal Opportunities Officer

2. The University shall designate a senior officer to be its Equal Opportunities Officer in the field of employment:

- (i) to advise the Director of Staff and Student Services on all matters concerning equal opportunities; and
- (ii) to keep up-to-date on new developments.

The Equal Opportunities Officer shall be made aware of complaints concerning equal opportunities and may have a role in advising on short and long-term remedies, but unless specifically identified as such, shall not be the focus for complaints which are raised under the appropriate procedures.

Recruitment of Staff

Job description and person specification

3. The duties of a job and the requirements of the person to perform it shall be identified before recruitment begins. The job shall be designed to fulfil the needs intended and the educational qualifications, work experience, and personal attributes shall be those that are essential for the performance of the job. These shall be reviewed regularly to ensure they remain valid.
4. Unnecessary requirements that mean a person with disabilities could not apply for the job must not be included, and nor must requirements that could lead to an accusation of indirect discrimination. (Indirect discrimination is setting a requirement which applies to all persons but is such that a considerably smaller proportion of persons of a particular sex or ethnic group can meet the requirement, unless the requirement can be shown to be essential for the performance of the job.)

Publicising Vacancies

5. The method of advertising vacancies shall not deter applications from any group, or people with disabilities. Recruitment shall not be based on the recommendations of existing employees in the area of the vacancy. Where under-representation has been identified, advertisements may encourage applicants from the under-represented group while making it clear that the eventual selection will be solely on the basis of suitability for the job.

Application Forms

6. Application forms shall only require information that is essential for the job as determined by the job description and person specification, but information shall also be required to determine whether a work permit is necessary.
7. Alternative methods of application may be used where the completion of an application form would require a higher standard of English or comprehension than is necessary for the performance of the job (*e.g.* the interviewer can record the information); people with disabilities may also be assisted in this way.

Rejected applications

8. Because complaints of discrimination can be made against the University a brief note of the reasons for rejecting applicants shall be retained for at least three months.

Selection

9. All employees involved in recruitment - personnel staff, selection panel members, receptionists and telephonists - shall be aware of their responsibilities under the relevant legislation and the University's Equal Opportunities Policy. Training shall be provided where necessary.
10. Shortlisting and interviewing shall normally be the responsibility of more than one person to help ensure that each candidate receives impartial consideration and those generalised assumptions, which might lead to discrimination, are avoided.
11. Overseas degrees, diplomas, and other qualifications with established equivalents to UK qualifications should be accepted as equivalents for the purposes of employment.
12. Selection tests shall measure only what is relevant to the job.
13. Members of selection panels shall ensure equal treatment:
 - (i) by asking comparable questions of all candidates; and
 - (ii) by making questions relate only to the requirements of the job unless it is essential to assess whether personal circumstances will affect performance of the job.
14. Allegations of discrimination by unsuccessful candidates shall be investigated and a report submitted to the Director of Staff and Student Services who shall take whatever action is necessary. The Equal Opportunities Officer should be responsible for co-ordinating all such investigations and shall identify areas which have a recurring problem needing further investigation. Allegations shall, so far as possible, be dealt with quickly and inexpensively without resort to an industrial tribunal.

Contracts of Employment

15. Terms and conditions of service shall include reference to Statute 3, the Equal Opportunities Policy, and this Statement. Terms and conditions of service shall make it clear that:
 - (i) the University is committed to equal opportunity and employees are obliged to put that commitment into effect; and
 - (ii) discrimination and harassment are disciplinary offences.

Probation, Promotion, and Re-grading

16. Probation procedures - including induction, training, monitoring, guidance, and warnings - shall be in accordance with guidance issued from time to time by the Director of Staff and Student Services.
17. All staff of the same category shall serve the same length of probationary period - or none - but variation from the norm shall be permitted for clearly defined reasons.

18. Promotion, re-grading, and review procedures shall provide that:
- (i) all employees within the relevant category have access to them and to information about career development;
 - (ii) the criteria and procedures are clearly defined and brought from time to time to the attention of all employees within the relevant category; and
 - (iii) the procedures are operated fairly.

Grievance and Disciplinary Procedures

19. Grievance and disciplinary procedures shall be in accordance with the statutes and ordinances of the University. In consultation with locally recognised trade unions and staff associations the University shall apply the same principles (*e.g.* those contained in the Model Procedure Agreement for non-teaching staff) to all groups of staff whose grievance and disciplinary procedures are not set out in the statutes and ordinances.
20. All existing and new members of staff shall have a copy of, or easy access to, the grievance and disciplinary procedures relevant to them with clear instructions about who to contact if they wish to invoke them. Heads of Department shall ensure, so far as possible, that the procedures are understood by employees especially by those in respect of whom proceedings are about to be initiated. Assistance shall be given to employees whose command of English is limited.
21. Grievance procedures shall provide for counselling or informal consultation with a designated officer, *e.g.* the Personnel Officer, to discuss the appropriate method of resolving as quickly as possible grievances and complaints of discrimination or harassment, or of victimisation for being involved in making a complaint. The employee shall be entitled to be accompanied by a Trade Union representative or a friend at such a discussion.
22. Disciplinary procedures shall be used to deal with:
- (i) complaints about behaviour or language; and
 - (ii) complaints by a complainant under (i) above of victimisation by employees including the person complained of.
23. Assistance (such as providing an interpreter) shall be provided by the University at the discretion of the Director of Staff and Student Services where, in the operation of the procedures, communication difficulties are in the Director's opinion likely to arise because of a disability or an inadequate understanding of English. An interpreter shall not represent the employee or employer or affect representational rights, and the fact that assistance was provided shall not invalidate the outcome of any procedure.

Training, Appraisal, and Staff Development

24. Training of employees, in particular managerial and supervisory staff, shall take account of the University's Equal Opportunities Statement and procedures.
25. Special training needs of individuals shall be assessed, *e.g.* of those with learning difficulties

or disabilities, those returning to work after a career break, new employees and members of groups under-represented in an area of work.

26. Regular appraisal and/or career development interviews shall be held to assist in identifying and rectifying areas of imbalance in the provision of training and promotion opportunities.
27. Training opportunities shall be widely advertised to ensure, so far as possible, that all employees are aware of them.
28. Special encouragement shall be given to employees who have not participated fully in training activities. Those who work part-time or are involved in shift work shall be afforded training opportunities comparable to other employees.
29. Induction training shall make special provision for the disabled. Training in the use of special equipment shall be provided when necessary.
30. Training courses and publicity materials shall not directly or indirectly discriminate.

Working conditions and arrangements

31. *Parental Leave*

Parental leave is available to all members of staff with responsibility for one or more children under eight years of age. This provision shall be made widely known to all employees, and particularly to Heads of Departments, managers, and supervisors.

32. *Special Leave*

Consideration shall be given to reasonable requests from employees to carry over leave from one holiday year to the next or to take unpaid leave to:

- (i) visit close relatives in their countries of origin or close relatives who have emigrated to other countries; or
- (ii) nurse a close relative.

and, subject to working needs, permission shall not unreasonably be withheld.

33. *Religious needs*

Subject to working needs, and any requirements for adequate notice, making up time or taking paid or unpaid leave, permission shall not unreasonably be withheld from requests for time off for genuine religious observance.

Job restructuring: flexible working hours, part-time working, and job sharing

34. In circumstances they consider appropriate Heads of Department may consider and, with the consent of the Director of Staff and Student Services, introduce part-time, term-time, and seasonal working as well as job-sharing and flexible working hours especially if they may improve efficiency, enlarge the potential labour market, or improve job opportunities for those with domestic responsibilities.

Facilities

People with disabilities

35. Where an employee becomes disabled during employment, every effort shall be made to retrain the employee in the same job or to offer suitable alternative work. Consideration shall be given to facilities for the disabled in the design and conversion of buildings. (Disablement covers a wide range of loss of faculties, many of which can be overcome by minor adjustments to the workplace or by the use of technical aids. The Director of Staff and Student Services shall give advice on training and technical aids, some of which may be available publicly on loan, are grant-aided, or available at little cost.)

36. *Child-care facilities*

The Director of Staff and Student Services shall monitor demand by employees for, and the provision of, child-care facilities available local to the place of work, and from time to time shall consider if there is a need to establish crèches or nurseries to operate on a self-financing basis whether alone or in co-operation with other university and non-university employers.

Monitoring

37. The effectiveness of this Statement shall be reviewed regularly in consultation with the locally recognised trade unions and staff association(s) and any necessary action taken.

38. The Director of Staff and Student Services shall collect such information as is considered necessary for effective monitoring.

39. For reasons of confidentiality the collection of information for this purpose shall be the responsibility of an appropriate designated officer. Employees and applicants shall be entitled to decline to provide it and shall be advised of that entitlement. The presentation of all information of a personal, confidential nature shall, so far as possible, protect the identity of individual employees and applicants.

40. The extent to which information can be collected for monitoring purposes shall be limited by the resources available for its collection and analysis and the University may be selective in the areas and activities monitored.

General

41. The University's job application forms and staff conditions of service all contain the following summary statement on equal opportunities, which is in accord with the above principles.

“The University of London confirms its commitment to a comprehensive policy of equal opportunities within the University. The aim of the policy is to ensure that no employee or job applicant should receive less favourable treatment on the grounds of race, age, sex, social class, marital status, number of children, disability, or beliefs or lawful preferences, privately held on any matter, including religion, politics, and sex. This commitment will be demonstrated through active promotion of the University's equal opportunities policy.”

25 February 1998

**UNIVERSITY OF LONDON
Institutes and Central Activities**

Terms and Conditions of Employment for Academic Staff

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N B Different Appraisal/Staff Review Schemes may be approved

**UNIVERSITY OF LONDON
Institutes and Central Activities**

ANNUAL STAFF DEVELOPMENT REVIEW

1 Objectives

The objective of the scheme is to benefit both individual members of staff and the University through the self-development of staff. It provides an opportunity for reflection and evaluation by members of staff and their line manager.

2 Features

- 2.1 The scheme applies, initially, to all levels of Academic and Academic-related Staff.
- 2.2 It encourages staff to reflect on their own performance and take steps to improve it, and to discover areas of individual and departmental potential
- 2.3 It involves an appropriate mixture of self-assessment and informal discussion and is a joint professional task shared between the member of staff and the reviewer.
- 2.4 It provides for an agreed record of discussion and of follow-up action.
- 2.5 Staff may record dissent on an otherwise jointly agreed record, and may ask for a second opinion in any case of serious disagreement.
- 2.6 The scheme will apply to all staff, both part-time and full-time, holding appointments extending at least one year beyond the first review interview. Staff expecting to leave within a year may be reviewed at their own request.

3 Operational Procedures

3.1 Reviewers

The person carrying out the review will usually be the immediate line manager. The number of colleagues for whom any one person is responsible should be limited so that the task can be given the time that it requires. If the member of staff considers that there are valid reasons why a nominated reviewer is inappropriate then these will be considered and, if accepted as valid, another reviewer will be appointed.

3.2 *Contents of review records*

The scheme focuses on present and future performance in a job, and not on the member of staff's personal characteristics.

The self-assessment forms should form the basis for the discussion. An agreed record of the discussion, as well as any agreed follow-up action, should be completed and signed by both parties. This document, which will remain confidential to those involved, will form the official record. There should also be room for the person being reviewed to record any

dissenting views. The separate form for recording training needs should be completed at the time of the review sent to the Training and Staff Development Manager.

3.3 *Staff Development Review and discipline*

The scheme has no disciplinary function. When disciplinary action is considered necessary this will be carried out quite separately and independently from the scheme. The review system will not replace or prejudice the normal management procedures within departments.

3.4 *Staff Development Review and promotion*

The review record in itself is not a promotion document, though any clear potential in terms of skills and experience ought to be noted.

3.5 *Custody and retention of documents and initiation of follow-up action*

- (a) Annual reviews are intended to be frank and constructive and the record of discussion may contain sensitive material. The records should therefore be placed in sealed, labelled envelopes and lodged in the Personnel Office, where access will be allowed only to authorised persons, *i.e.* the member of staff, the reviewer, and Head of Department (if different). The Director of Administration will review the records soon after the review process has been concluded and may also have later access as necessary. Reviewers should ensure the confidentiality and security of review documents when in their hands.
- (b) Annual review records are particular to the review system and may not be used for any other purpose. It is envisaged that where information from annual reviews may be required in support of cases for promotion or the confirmation of appointment at the end of a probationary period, an agreed summary may be provided by the parties involved.

It is the responsibility of the manager and the member of staff to ensure that follow-up action is taken. This may mean involving other specialists in the discussion.

- (c) Records should normally be kept for a maximum of three years. If records are retained for a longer period, they should be reviewed periodically by the parties involved to judge the usefulness of their future retention.

3.6 *Quality control*

- (a) Arrangements will be made to ensure that the reviews are completed according to a schedule and that agreed follow-up action is taken. This will be achieved by the Personnel Office sending out reminders, monitoring the quality of the process, chasing up overdue completion forms, and following up training and development recommendations. The Personnel Office will be informed by means of a completion form that review discussions have taken place, as well as by receiving completed records.
- (b) Local joint monitoring and evaluation of the scheme will be implemented when the scheme has been in operation for long enough for staff to have had two reviews.

3.7 *Training*

- (a) A major objective of the scheme is to improve the efficiency with which the central

University is managed. Central to this strategy is investment in staff by the provision of effective staff development and training programmes so that the needs identified by Staff Development Reviews can be met. This will require a significant involvement and participation by Staff Development Officers.

- (b) It is accepted from the start that the scheme will generate increased demand for development and training opportunities. This demand is likely to cover a wide range of professional and other needs. Its success will be substantially dependent on the provision of extra staff time and training supported by additional financial resources. Every effort will be made to achieve this end within the unavoidable financial constraints facing all parts of the University. A positive commitment at all levels to the principle of staff development will ensure the more effective use of staff, with consequent implications both for individual career development and material advantages and for savings in efficiency and productivity which will in turn help to finance the cost of training and promotion.
- (c) This training includes both the raising of awareness of the objectives of the Review and how to derive the maximum benefit from it. It is recognised that the establishment of a worthwhile scheme is dependent on a willingness to devote considerable staff time, energy, and other resources to its operation.

4 The Record

It will be helpful to complete the annual review form prior to the review discussion and, normally, the review form should be sent to the reviewer in advance. The form suggests a number of headings on which you may want to focus. It is more important, however, that an agreed record of your discussion and future action is completed and signed.

At the end of the annual review process the record should be placed in a sealed envelope and forwarded to your Head of Department (if s/he is not your reviewer) for subsequent delivery to the Personnel Office. The last page on specific training needs, whether containing requests or recommendations for training or not, should be sent to the Training Office; nil returns are required in order to ensure that training opportunities are not overlooked.

5 The Review Cycle

- 5.1 All staff will be reviewed annually.
- 5.2 The member of staff and the reviewer will meet to agree upon areas for attention or action, if appropriate, for the coming year. These aims should be recorded in writing and should be signed by both parties and the head of department, if different, and returned to the Personnel Office in a sealed labelled envelope. Specific requests for training and assistance with staff development should be recorded on the last sheet and sent, *via* the head of department if necessary, to the Training and Staff Development Manager. It is advisable that a copy of all the papers be kept by the member of staff concerned.
- 5.3 In subsequent years, the previous year's record should be reviewed by both parties. The reviewee may want to comment on the previous year's work, using the same headings, before meeting to discuss the year and moving on to the next review period.
- 5.4 It is essential that adequate time is allowed to discuss the issues raised on the form, to identify development and training needs and any other action required as a result of the exercise, and

to determine any areas for attention/action for the following year.

- 5.5 During the discussion new areas for attention/action for the next review period should be agreed if appropriate and entered on a new form, as outlined in paragraph 5.2 above.
- 5.6 After the discussion the reviewer should complete the sections of the form summarising the review of the year's work and setting out the agreed development needs and action required.
- 5.7 It is the responsibility of the reviewer to ensure that any action required as a result of the meeting is initiated.

6 Referees

- 6.1 All staff will have the right to request the appointment of a referee where there is failure to agree. The nominated referee should be agreed between the member of staff being reviewed, the reviewer, and the referee (in consultation with the head of department, where appropriate). Referees need not necessarily be in the same department, but should be of the same level of seniority as, or more senior than, the reviewer.
- 6.2 The Director of Administration will review the whole staff development review process on a regular basis and, if matters seem to warrant consultation with a member of staff and/or the reviewer, will take up the matter directly.

[June 1999]

**UNIVERSITY OF LONDON
Institutes and Central Activities**

Terms and Conditions of Employment for All Staff

DATA PROTECTION

1 The Data Protection Act 1984 regulates the use of automatically processed information relating to individuals, *i.e.* personal data, and the provision of services in respect of such information. The Act applies both to information stored in a form capable of being processed automatically (*e.g.* on a computer file or the "memory" of an electronic typewriter) and to printed information produced from a computer.

2 The University is registered both as a Data User and Computer Bureau. A Data User controls the content and use of a collection of personal data processed, or intended to be processed, automatically. A Computer Bureau processes personal data for a Data User.

3 The Act sets out eight principles which bind the University and its employees. Personal data must be:

3.1 obtained and processed fairly and lawfully;

3.2 held for the lawful purposes described in the data user's register entry;

3.3 used only for those purposes and disclosed only to those people described in the register entry;

3.4 adequate, relevant, and not excessive in relation to the purposes for which they are held;

3.5 accurate and, where necessary, kept up to date;

3.6 held no longer than is necessary for the registered purposes;

3.7 accessible to the individual concerned who, where appropriate, has the right to have his or her information corrected or erased;

3.8 surrounded by proper security.

4 All personal data must be collected, used, maintained, and disclosed only in accordance with the eight principles listed above. Personal data (even if this consists solely of the names and addresses of members of a recreational club) must not be processed on University equipment without the authorisation of the Data Protection Officer. Printouts must be treated carefully and staff should not collect, use, maintain, or disclose personal data outside the line of duty or scope of the relevant registration. Employees found to have acted in breach of the Act, either knowingly or negligently, may be liable to disciplinary action; in serious cases, both they and the University may face prosecution.

5 The Data Protection Officer (c/o the Personnel Office) may be approached by staff for:

5.1 advice on any aspect of the University's procedures in connection with the Data Protection Act;

5.2 requests from employees to see the data concerning themselves held on computer;

5.3 sight of the complete set of registrations made under the University of London heading (covering the Central Offices, Institutes, and Activities, *etc.*).

[June 1999]

**UNIVERSITY OF LONDON
Institutes and Central Activities**

**Concerns by Staff Relating to the Running of the University
or the Activities of Other Staff Members**

“Whistleblowing”

1. The Nolan Committee urged all higher education institutions to ensure that they had in place proper mechanisms for investigating allegations made by members of staff relating to the running of the institution or the activities of other employees. This is known as “whistleblowing”. The Committee of University Chairmen (CUC) have issued advice on this subject, but the Nolan Committee have expressed the view that the guidance does not go far enough in that it fails to include an external element. Pending reconsideration of the issue by the CVCP’s Nolan/Neill Committee (chaired by the Vice-Chancellor) in the context of staff complaints more generally, which includes representation from the CUC, the purpose of this paper is to put in place provisional arrangements for whistleblowing, as agreed by the University Council, pending the definitive CVCP/CUC guidance due later this year. The following procedures draw on the advice given by the CUC and have been endorsed by the Governance Committee.

2. The organisation Public Concern At Work has issued a Whistleblowing Policy Checklist which has been endorsed by the Nolan Committee and the Audit Commission. Its opening paragraphs, which the University unequivocally adopts, are given below.

“Employees will often be the first to see or suspect misconduct, which may be innocent or which may turn out to be a fraud on your organisation, a public danger, or some other serious malpractice. Making sure your employees keep their eyes open and can and do play their part is a key way to promote, display and ensure good practice.

If you successfully involve your employees it should give a clear message to those who attempt it that they won’t get away with it. And everyone else will soon see that you are serious about tackling all forms of serious malpractice and abuse.”

3. Members of staff may learn of irregularities or other improper activities that may concern questions of financial malpractice, the abrogation of appropriate and agreed procedures, or departures from statutory or other requirements for good governance. A member of staff who learns of such a matter may express his or her concern through the Head of Department, through the recognised trade union, or at the appropriate University committee through a colleague who may be a member. Such avenues may not always appear to be appropriate, however.

4. Allegations of injustice, harassment, or discrimination against individuals should be dealt with under the established grievance procedures.

5. An allegation about another employee’s financial conduct should normally be made in the first instance to the Management Audit Office (MAO). The Head of MAO has direct access to the Vice-Chancellor, as well as to the Chairman of the Audit Committee. Following such a reference, the MAO will investigate the matter and report to the Vice-Chancellor.

6. If the employee considers it inappropriate to bring the matter to the MAO, the procedure in the following paragraph should be pursued.
7. Allegations about other issues - for example, the behaviour of a senior University officer, an external member of the Council or an outside contractor, or about the propriety of a committee or other collective decision - should be made, as the complainant deems appropriate, to the Vice-Chancellor, to the Director of Administration, or to the Chairman of the Council (to whom correspondence may be addressed, marked 'Personal', c/o the Vice-Chancellor's office).
8. The Chairman of Council will usually refer the matter for investigation to the Vice-Chancellor or suggest an alternative method of handling the matter.
9. A complaint made other than to the MAO should be handled as follows. The person receiving the complaint should make a record of its receipt and of what subsequent action was taken. The complaint should normally be the subject of a preliminary investigation either by the recipient or more usually by a person or persons appointed by him/her, who will determine whether a full investigation is called for. The investigation should not normally be carried out by the person who will ultimately have to reach a decision on the matter. Where no full investigation is carried out and the allegation is dismissed, the complainant shall be so informed and given the opportunity to re-make the allegation to one of the other persons mentioned above. Where an allegation is made, the person or persons against whom that allegation has been made must be told of it, acquainted with the evidence supporting it and be allowed to comment before the investigation is undertaken and a report made. The results of any investigation shall be reported to the Audit Committee or Council as appropriate.
10. An allegation made under this procedure shall be regarded as confidential until a formal investigation is launched. Thereafter, the identity of the person making the allegation may be kept confidential, if requested, unless this is incompatible with a fair investigation or if there is an overriding reason for disclosure. An allegation that has been made lawfully, without malice and in the University/public interest will not be the subject of any disciplinary or other action.
11. Where an investigation discloses the possible commission of a criminal offence, the matter will normally be referred to the police. Whether the University then awaits the results of the police inquiries or pursues the matter itself will depend on the particular facts and circumstances of the case.
12. It has to be emphasised to all senior staff and managers that victimising employees or deterring them from raising a concern about malpractice is a serious disciplinary offence. Equally, abusing this process by raising unfounded allegations maliciously is likewise a disciplinary matter.

[June 1999]

UNIVERSITY OF LONDON
Institutes and Central Activities

HEALTH AND SAFETY POLICY

General Statement

- 1 The University of London (hereafter referred to as the University) is committed, to ensuring, so far as is reasonably practicable, the health, safety and welfare of its employees working in the Institutes and Central Activities of the University. It also fully accepts its responsibility for students and other persons who may be affected by its activities. Steps have been taken to ensure that the University's statutory duties are met at all times including, *inter alia*;
 - a) through its management structure, ensuring that all processes and systems of work are designed to take account of health and safety and are properly supervised;
 - b) competent people being appointed including, where appropriate, specialists from outside the organization;
 - c) adequate facilities and arrangements being installed to enable employees and their representatives to raise issues of health and safety;
 - d) each employee being given such information, instruction and training as is necessary to enable the safe performance of work activities.
- 2 Every employee must co-operate so that the University is able to comply with all its statutory duties. The successful implementation of this policy requires total commitment from all staff. Each individual has a legal obligation to take reasonable care for his or her own health and safety, and for the safety of other people who may be affected by his or her acts or omissions. Full details of the organization and arrangements for health and safety is set out in the attached documents.
- 3 This policy will be regularly monitored to ensure that the objectives are achieved. It will be reviewed and, if necessary, revised in the light of legislative or organizational changes.

Signed *Professor Graham Zellick*

Date *20 May 1998*

(Vice-Chancellor)

for and on behalf of the University of London

.....continued overleaf

HEALTH AND SAFETY POLICY

Organizational Arrangements

- 1 In order to ensure that health and safety is successfully managed pursuant to the General Statement within the organization, the following responsibilities have been allocated.

Overall responsibility

- 2 The Vice-Chancellor accepts overall responsibility for all matters, including those relating to health, safety, and welfare.

Management responsibility

- 3 Managers are responsible for ensuring that the safety policy is implemented within their own departments. Managers must monitor the workplace to ensure that safe conditions are maintained. Where risks are identified the manager must ensure that these are rectified, so far as is reasonably practicable.
- 4 Management duties include the following:
 - i ensuring that employees, contractors and visitors are aware of safety procedures;
 - ii establishing that all equipment, plant and substances used are suitable for the task and are kept in good working condition; this includes the regular maintenance and servicing of equipment;
 - iii ensuring adequate training, information, instruction and supervision to ensure that work is conducted safely;
 - iv taking immediate and appropriate steps to investigate and rectify any risks to health and safety arising from the work activity;
 - v bringing to the prompt attention of senior management any health and safety issue that requires their attention;
 - vi ensuring that all accidents and "near misses" are properly recorded and reported and that an investigation is carried out to determine causal factors;
 - vii maintaining safe access to and egress from the workplace at all times.
- 5 Managers dealing with particular topic areas will be advised of any specific health and safety duties.

Employee responsibility

- 6 All employees must:
 - i take reasonable care for their own health and safety;
 - ii consider the safety of other persons who may be affected by their acts or omissions;
 - iii work in accordance with information and training provided;
 - iv refrain from intentionally misusing or recklessly interfering with anything that has been provided for health and safety reasons;
 - v report any hazardous defects in plant and equipment, or shortcomings in the existing safety arrangements, to a responsible person without delay;
 - vi not undertake any task for which authorization and/or training has not been given.

Health and safety assistance.

- 7 Competent persons have been appointed to assist the University of London in meeting its health and safety obligations. These people have sufficient knowledge and information to ensure that statutory provisions are met and that the safety policy is being adhered to.
- 8 The University recognises that there may be occasions when specialist advice is necessary. In these circumstances, the services of competent external advisors will be obtained.

First aid

- 9 The University will maintain suitable numbers of first aid personnel to deal with minor accidents and emergencies at the workplace. These personnel will have sufficient training and qualifications in accordance with statutory requirements. Identities of first aiders will be displayed throughout the workplace.

Emergency procedures

- 10 Emergency procedures are designed to give warning of imminent danger and to allow personnel to move to a place of safety. The manager of each department is responsible for ensuring that all employees and visitors within the area are informed of, and are fully conversant with, emergency procedures.
- 11 Fire marshals will be appointed for each area to assist with an evacuation. They will be given adequate instruction and training to ensure effectiveness.

Health surveillance

- 12 The University will ensure that health surveillance of individuals is provided where required under statutory provisions or where this would be of benefit to maintaining health, safety, and welfare.

Information and communication

- 13 The University will ensure that suitable and relevant information relating to health, safety, and welfare at the workplace is disseminated to staff and non-employees. Statutory notices will be displayed throughout the workplace. Safety committee meetings will be held regularly, during which time matters arising in connection with health and safety will be discussed.

[June 1999]

**UNIVERSITY OF LONDON
Institutes and Central Activities**

Terms and Conditions of Employment for Academic Staff

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**UNIVERSITY OF LONDON
Institutes and Central Activities**

JANET POLICY

This Policy applies to all staff using the University's electronic data transfer facilities. Any intentional breach of this policy may lead to disciplinary action, including dismissal.

As a user organization of JANET the University is required to ensure that its staff meet the conditions required by the United Kingdom Education and Research Networking Association (UKERNA) or any of its successors which, for the time being, is responsible for the management and provision of the JANET facilities.

Members of staff may only access and use the University's computers, computer networks, and electronic data transfer facilities in ways that are deemed to involve an acceptable use of these facilities as defined by this policy.

Acceptable Use

The network can be used for the purpose of internetworking with other organizations that are reachable via interworking agreements.

Subject to the following paragraphs, the network may be used for any legal activity that is in furtherance of the aims and policies of the University.

Unacceptable Use

The network may not be used for any of the following activities.

- 1 The creation or transmission (other than for properly supervised and lawful research purposes) of any offensive, obscene or indecent images, data or other material, or any data capable of being resolved into obscene or indecent images or material.
- 2 The creation or transmission of material which is designed or likely to cause annoyance, inconvenience, or needless anxiety.
- 3 The creation or transmission of defamatory material.
- 4 The transmission of material such that this infringes the copyright of another person.
- 5 The transmission of unsolicited commercial or advertising material to other organizations.
- 6 Deliberate unauthorised access to facilities or services accessible via JANET.
- 7 Intentional use of the University network with any of the following characteristics:
 - 7.1 wasting staff effort or networked resources, including time on end systems accessible via the network and the effort of staff involved in support of those systems;

- 7.2 corrupting or destroying other users' data;
 - 7.3 disrupting the work of other users;

 - 7.4 using JANET in a way that denies service to other users, *e.g.* deliberate or reckless overloading of access links or of switching equipment;

 - 7.5 continuing to use an item of networking software or hardware after the University has requested that use cease because it is causing disruption to the correct functioning of the network; and

 - 7.6 other misuse of networked resources, such as the introduction of "viruses".
- 8 Where access to another network is achieved, any abuse of the acceptable use policy of that network will be regarded as unacceptable use of the University network.

[June 1999]

UNIVERSITY OF LONDON
CHANGES TO TERMS AND CONDITIONS OF EMPLOYMENT UNDER SSUP
Effective 1 February 2008

If you are eligible to join the Universities Superannuation Scheme you will automatically be included in Salary Sacrifice for USS Pension (SSUP) and the following shall apply.

Subsequently, you will be contacted with details of the scheme and the provisions for opt-out*.

Basic Salary: The statement of terms and conditions in your contract of employment with University of London (“the University”) sets out the salary scale for your grade and your Basic Salary, or refers to a fixed salary which is personal to you. The changes under SSUP mean that your Basic Salary will be reduced by 6.35%. The University will increase its employer pension contribution into the Universities Superannuation Scheme (“USS”) by the equivalent amount.

The same arrangement, as detailed above, will apply to any and all subsequent salary increases. Any increase will be based upon your Pre Sacrifice Salary

Pensionable Salary Your Pensionable Salary is the sum of your Basic Salary and any other pensionable pay elements, using the Pre Sacrifice values in every case. In other words, your Pensionable Salary and all entitlements to benefits under the USS are unaffected by SSUP.

Other Pensionable Pay elements Under SSUP any other pensionable pay elements you receive will also be reduced by 6.35% and in return an equivalent amount will be paid by the University as an employer pension contribution into the USS.

Post-sacrifice Salary Your Post-sacrifice Salary is the sum of your reduced Basic Salary and other pensionable pay elements, reduced by 6.35%, plus any non-pensionable payments you may receive. (The latter are unaffected by SSUP.) PAYE and NIC calculations will be made on your Post-sacrifice Salary. These statutory deductions, together with some other statutory and voluntary deductions that may be applicable (e.g. season ticket loan repayments) are deducted from your Post-sacrifice Salary to produce your ‘net’ take home pay.

Overtime etc. If you are entitled to additional pay for overtime working, acting up and similar pay supplements, these will continue to be calculated by reference to the relevant Pre-sacrifice values.

Sick Pay / Maternity Pay /Paternity Pay In accordance with statutory requirements Statutory Sick Pay, Statutory Maternity Pay and Statutory Paternity Pay will be based on your Post-sacrifice Salary. Your SMP will be calculated based on your Post-sacrifice Salary in line with statutory requirements; however the University pays an enhanced occupational maternity pay which tops up the statutory payments so that the amount of pay you receive will not be affected by SSUP.

Unless you apply to opt out* of SSUP under a lifestyle event, you will continue to sacrifice an amount equivalent to 6.35% of your maternity pay, during any period you are in receipt of occupational maternity pay. This is on the basis that this does

not reduce your Post-sacrifice Salary to below SMP. Maternity, paternity and sick pay will continue to be based on your total Pre-sacrifice Salary.

Holiday Pay Any holiday pay which you are entitled to receive in cash on leaving the University's employment will be based on your Pre sacrifice Salary.

SSUP The University reserves the right to amend or discontinue SSUP should the University determine that it is appropriate for it to do so taking into account such matters as it may consider relevant from time to time including changes to UK tax and National Insurance Contributions legislation.

* Please note that opting out of SSUP is not opting out of USS.