



UNIVERSITY OF LONDON
Institutes and Central Activities

Terms and Conditions of Employment

MANUAL AND ANCILLARY STAFF

July 1999

UNIVERSITY OF LONDON
Institutes and Central Activities

**TERMS AND CONDITIONS OF EMPLOYMENT FOR MANUAL
AND ANCILLARY 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.
- (e) the provisions of the University's Statutes and Ordinances, copies of which may be consulted in the University Library or may be obtained from the Central Secretariat.

1.2 Appointment is made on the condition that if it becomes necessary to transfer the employee to a suitable post elsewhere within the University this will be done only after full consultation with the employee and the employee's representatives and will be without loss of pay or seniority.

1.3 Full-time members of staff may not undertake any other paid employment, either salaried or on a commission basis, without the permission of the Director of Staff and Student Services, which should be sought through the departmental head. Such permission will not be withheld unreasonably. The Director of Administration will be consulted as necessary. Part-time members of staff intending to undertake other paid employment should first consult their departmental head, who will in turn consult the Director of Staff and Student Services if those other duties appear to be incompatible with their work for the University.

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 1.4 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 "Departmental heads" and "heads of department" means the heads of responsibility centres as defined in the University's Financial Regulations. In this context, "responsibility centres" may be referred to by other names, including Institutes, divisions, or departments. With the approval of the Director of Finance, heads of responsibility centres may devolve their day to day duties to heads of budget centres as defined in the University's Financial Regulations. The extent of any such devolution of responsibility will be made clear in the letter of appointment or subsequently by the head of the appropriate responsibility centre; and

2.3 "Manual and Ancillary Staff" means staff whose salaries are determined in accordance with the national scheme for Manual and Ancillary 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. 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 Probation

During any probationary service in first appointments, a programme of induction will be given which is relevant to the post and appropriate to the experience and qualifications of the new employee. The normal probationary period is three months. The employee's senior officer and the Personnel Office will keep the quality of the work of the new employee and progress made in the post under review and the employee will be kept informed of the outcome of these regular reviews and given the opportunity to register comments as appropriate. If considered necessary, the probationary period may be extended by a further period that normally would not exceed three months.

6 Termination of Appointment

6.1 Unless otherwise stated in the letter of appointment, appointments may be terminated by employees by giving one months' notice or by the University giving one months' notice for staff with less than five years' service and one weeks' notice for each year of continuous employment for staff with 5 or more years' service up to a maximum notice period of 12 weeks.

6.2 Nothing in this document shall prevent the Director of Administration or his nominee from summarily dismissing an employee for gross misconduct.

6.3 The full disciplinary procedure is set out in 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. A list of current salary scales for Manual and Ancillary Staff is available from the Personnel Office.

7.2 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.

7.3 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.

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

7.5 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.

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

8 Retirement

8.1 Retirement will take place on the 31 July following the attainment of age 65 or, if the employee attains the age of 65 on 31 July, on that date.

8.2 Employees may opt to retire on reaching the age of 60 years or thereafter before reaching the age of 65 upon giving the normal period of notice required in accordance with their conditions of service for termination of employment.

9 Superannuation

9.1 Recommended Scheme

The appropriate occupational pension scheme for Manual and Ancillary Staff is SAUL, *i.e.* the Superannuation Arrangements of the University of London. Details are given 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

10.1 Members of staff work for 38 hours per week over five days, normally Mondays to Fridays, with a one-hour break for lunch. The actual hours normally worked are given in the letter of appointment and/or in the Annexe to these terms and conditions of employment which gives details of the standard working arrangements applicable to the appropriate responsibility centre or budget centre.

10.2 Departmental heads have the discretion to make such variations in the working days and in the times of starting and finishing work as are necessary for the effective running of the department. Consequent variations to the standard working arrangements are notified individually to staff in their letter of appointment or are agreed subsequently when a change becomes necessary.

10.3 Departmental heads are responsible for maintaining the record of staff attendance. Employees are required to agree planned absences with their departmental head in advance; in cases where this is not practicable, *e.g.* in an emergency, the head of department should be informed as soon as possible.

10.4 Non-contractual overtime may be worked only with the prior agreement of the departmental head. The normal working week of 38 hours must be worked completely before the overtime provisions apply, and this includes the cases of employees who normally work for less than 38 hours per week.

10.5 The standard overtime arrangements are given below but are subject to variation by heads of departments who may determine that the normal compensation for overtime worked is given either by time off in lieu (at the appropriate enhanced rate) or that overtime payments are always made. However, staff agreeing to work overtime may, if the workload permits and the departmental head agrees, choose to be compensated by time off in lieu at the appropriate premium rate even if overtime payments are normally made.

Overtime rates are as follows:

Normal working days and Class A Rest Days	time and a half
Class B Rest Days	double time
Public Holidays and University Days (as defined in para 11)	double time and time off equivalent to the number of hours worked

Normal working days are those given in the Annexe to these terms and conditions of employment or, where variations are applied, as stated in the letter of appointment or as agreed subsequently. Where staff work a 5 day week, the first rest day is designated a Class A Rest Day and the second, a Class B Rest Day. Where staff work a 6 day week and have only one rest day, this is designated as a Class B Rest Day.

10.6 Employees who, at the request of their departmental head, work from time to time on a Saturday, Sunday, Public Holiday, or University Day may claim payment of reasonable out-of-pocket expenses in addition to the overtime arrangements given in para 10.5. 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.

10.7 It is, of course, necessary that the maximum number of employees should be available during normal office hours. However, departmental heads have discretion to make such variations in the times of starting and finishing work as are necessary for the effective running of the department and to take into account the

wishes of employees. Subject to the exigencies of the service, and with the agreement of the departmental head, employees may absent themselves for short periods within office hours, provided that the time is made up.

11 Holidays

11.1 Annual Leave

11.1.1 The annual leave entitlement is five working weeks (25 working days pro rata).

11.1.2 Annual leave is to be taken subject to the exigencies of University work and after prior approval by the departmental head.

11.1.3 The leave year commences on 1 February, and leave entitlement is assessed pro rata to months of service within the leave year. Leave may not normally be carried over into the following year. It is the responsibility of departmental heads to ensure that the staff for whom they are responsible are taking their annual leave. In exceptional cases, where the exigencies of the service have inhibited an employee from taking leave, departmental heads may authorise the carrying forward of up to 5 days' leave. Cases involving more than 5 days should be referred to the Personnel Office for advice, with a full explanation as to why the leave has not been taken.

11.1.4 All members of staff are strongly encouraged to take at least one period of two clear weeks (10 working days) continuous leave during each year in order to provide a significant break from work. Those members of staff with financial responsibilities are required to do so under the University's Financial Regulations (see para 24, below). A break of 9 working days plus any one of the Public Holidays listed in para 11.2 is deemed to satisfy this requirement.

11.2 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.

11.3 University Days

The central offices and some other parts of 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".

12 Sick Leave

12.1 Employees prevented from reporting for duty owing to illness (including injury or other disability) must notify the departmental head 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 departmental head 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 departmental head within the next 3 calendar days. 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 departmental head 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 Director of Staff and Student Services, 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 para 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 departmental head 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 departmental head 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 departmental head. 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 cases,

- (a) such absence from duty must be by prior agreement with the departmental head; in the case of departmental heads themselves, this must be by prior agreement with the Director of Administration; 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 departmental head or, in the case of departmental heads themselves, to the Director of Administration.

Members of staff who are called for jury service should also 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 Discipline

16.1 Depending on the seriousness of the allegation the University will decide which matters require disciplinary action to be taken and at what point in the disciplinary process such matters need to be considered.

16.2 The University's disciplinary procedures, which are applicable to all non-academic staff, are given in Appendix 1.

17 Grievance Procedure

17.1 Normally, an employee with a personal grievance (not related to disciplinary procedures but to any other matters concerned with terms and conditions of employment) will discuss the matter personally with

the immediate supervisor in the first instance. If the immediate supervisor is the subject of the grievance, the procedure laid down in para 17.2 should be followed.

17.2 If an employee is not satisfied, the employee or their trade union or Staff Association representative should raise the matter with a senior officer (see para 2 of Appendix 1 for definition). The senior officer will, as soon as possible, meet the employee who may be represented by a trade union or accompanied by a Staff Association representative or friend to seek to resolve the matter.

17.3 If the issue is not resolved, the matter will be considered by an appeals panel appointed by the Director of Staff and Student Services and comprising up to three senior officers or Members of the University (as defined by Statute 4 of the University Statutes) not previously involved in the case. The employee shall have the right to have a trade union or Staff Association representative or a friend present at the appeal hearing for the purpose of presenting the case.

17.4 All employees have the right to a final appeal to the Director of Administration.

18 Job Evaluation

A formal system of Job Evaluation is used to identify the grade of each post in the University. There is a procedure (details of which are available from the Personnel Office) for employees to request a review of the grade of their post.

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 Special Awards

20.1 Acting Allowances

Employees required to undertake for more than four weeks the full duties and responsibilities of a post in a higher grade, either because of the absence of the holder of the post for any reason other than annual leave or because the post is temporarily vacant, will be paid an acting allowance. The payment of an acting allowance, normally equal to payment at the minimum of the higher grade but at least one clear increment more than is currently being received, is on the recommendation of the departmental head.

20.2 Merit Awards

The Director of Staff and Student Services, after consultation with the Director of Administration if necessary, has the discretion to award in appropriate cases accelerated increments or honoraria on the recommendation of the departmental head.

21 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.

22 Vacancies

Employees are at liberty to apply at any time for a vacancy that may arise in their own or any other department.

23 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.

23.1 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.

23.2 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.

23.3 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.

23.4 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 **J**oint **A**cademic **N**ETwork systems, the University must ensure that its staff meet the conditions required by the **U**nited **K**ingdom **E**ducation and **R**esearch **N**etworking **A**ssociation (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 **J**oint **I**nformation **S**ystems **C**ommittee of the Higher Education Funding Councils (JISC) which is given in Appendix 10.

24 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 staff have access to them through their departmental head. 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 or another senior officer 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.

25 Names and Addresses

25.1 All employees must supply the Personnel Office 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), Personnel will contact the employee by telephone.

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

25.3 Employees are recommended to provide the Personnel Office 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.

26 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.

26.1 *Trade Union Membership*

26.1.1 All employees have the right to belong to a Trade Union, to take part in its activities, and to seek and hold office.

26.1.2 The appropriate Trade Union for all Manual and Ancillary Staff is UNISON which is the only Trade Union recognised by the University in relation to Manual and Ancillary Staff.

26.2 *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.

27 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.”

28 Freedom of Speech

28.1 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 Director of Administration. The University's normal contact with the media is the Head of Public Affairs.

28.2 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, places certain responsibilities on those who request bookings of University premises and on those who are responsible for receiving such requests.

29 Health and Safety

29.1 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.

29.2 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.

29.3 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.

30 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.

31 Data Protection and Handling of Confidential Information

31.1 Appendix 7 sets out the broad principles relating to data protection. Members of staff must take all steps that are reasonably practicable to comply with the provisions of Appendix 7.

31.2 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.

31.3 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 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.

31.4 Subject to the exceptions given in 31.2 and 31.3 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.

[June 1999]

UNIVERSITY OF LONDON
Institutes and Central Activities

Terms and Conditions of Employment for Manual and Ancillary Staff

[This page is otherwise intentionally blank.]

**UNIVERSITY OF LONDON
Institutes and Central Activities**

Terms and Conditions of Employment for Staff within the Central University

DISCIPLINARY PROCEDURES

- 1 It is for the University to decide which matters are likely to warrant disciplinary action and at what point in the disciplinary process such matters need to be considered. In matters affecting discipline or arrangements of work, all employees are under the direction of their "senior officer" (as defined in para 2), subject to the general supervision of the Director of Administration.
- 2 In all matters of discipline and grievance, the expression "senior officer" refers to the person who is normally the immediate supervisor or who is nominated by the departmental head. In cases where the departmental head is personally involved, *e.g.* as complainant, the senior officer will be some other person, usually another departmental head personally unconnected with the case.
- 3 Except where the matter is of a more serious nature, an employee whose work performance and/or conduct is considered to be unsatisfactory will first be warned informally by the immediate supervisor. The nature of the complaint will be made clear, together with any suggestions as to how the employee might improve work performance and/or conduct. Under such circumstances it is neither appropriate nor necessary to accept any appeal against an informal warning.
- 4 In the event of an informal warning not having the desired effect, or where the matter is of a more serious nature, the following formal procedure will be adopted.
- 5 The employee will have the opportunity to explain the unsatisfactory work performance and/or conduct to a senior officer and shall be advised that a Trade Union or Staff Association representative or a friend may be present to assist and represent the employee as appropriate. The employee will be given three working days' notice of the disciplinary interview, or such less notice as is mutually agreed, together with written details of the complaint.
- 6 After having heard the explanation, the senior officer will consider whether a formal oral warning or a formal written warning is necessary. If either is the case, this will be confirmed to the employee in writing, stating the nature of the complaint, the expected improvement in work performance and/or general conduct, and the procedure and consequence to which the employee will be liable in the absence of the required improvement. Where matters have been determined to be sufficiently serious, the employee may be issued with a final written warning at this point. Reference should be made to a specific time in which to achieve the desired improvement, and a copy of the written confirmation having been retained, such warning shall be noted on the employee's record.
- 7 In the event of the employee failing to respond to an oral warning, the same procedure as outlined in paragraphs 5 and 6 shall be followed, which may lead to a written warning.
- 8 In the event of the employee failing to respond to a formal written warning, the same procedure as outlined in paragraphs 5 and 6 shall be followed, which may lead to a second and final written warning.

9 In the event of the employee failing to respond to a final written warning, the same procedure as outlined in paragraph 5 shall be followed. After having heard the explanation, the senior officer will consider whether a disciplinary hearing, which could well lead to a recommendation of dismissal, is necessary. If it is, the procedure given in para 12 shall be followed.

10 Any failure to agree regarding the warnings, or the time limits such warnings shall remain operative, will also be recorded on the employee's record.

11 Where there is an allegation of gross misconduct or serious breach of contract and a decision is taken by the senior officer, after consultation with the Director of Staff and Student Services or his nominee, to suspend an employee, such suspension will be on full pay. The period of suspension will normally be for not more than three clear working days, or such time as may be necessary, pending an investigation by the employer, to ascertain whether there is cause for a disciplinary hearing. The employee will be given reasons for the suspension. Wherever possible, this will be in the presence of a Trade Union or Staff Association representative or friend if the employee so requests.

12 At any disciplinary hearing arising in consequence of para 8 or para 11, the matter shall be heard by a panel of up to three persons appointed by the Director of Staff and Student Services. Members of the disciplinary panel will normally be of higher or similar seniority than the person under consideration. The employee shall be advised in writing of the allegations and of the right to be accompanied by a Trade Union or Staff Association representative or a friend for the purposes of submitting evidence or making a statement at such a hearing. Where necessary the disciplinary panel will conduct an investigation of the matters surrounding the allegations either during the hearing or in advance of the formal hearing depending on the circumstances.

13 If, at the disciplinary hearing, the decision is taken to recommend dismissal, then such a recommendation will be sent to the Director of Staff and Student Services together with a report of the proceedings and the reasons for the recommendation. Where the Director of Staff and Student Services confirms the decision to dismiss, the employee will be informed as soon as practicable and, in any event, within seven calendar days. At the same time the employee will be given the reasons for the decision and will be advised of the right of appeal. Where a lesser sanction is substituted for dismissal, the employee will be notified in writing, and a copy placed on the employee's personal file.

14 These disciplinary procedures will apply equally to those members of staff who are accredited representatives of an appropriate Trade Union. However, on any occasion where such employees are to be the subject of a disciplinary hearing, the University will, in addition to informing that employee of the right to be accompanied by a union representative or friend, inform the appropriate full-time union official as quickly as reasonably practicable and, in any case, before the date of the hearing is fixed. Similarly, the full-time union official will be given a copy of any communication containing the result of such disciplinary hearing that is sent to the employee.

15 In the event of gross misconduct or serious breach of contract, nothing in these disciplinary procedures shall prevent the Director of Administration from summarily dismissing an employee. In such instances, the employee will first have been given the opportunity to explain the gross misconduct or serious breach of contract and will be informed of the right to have a Trade Union or Staff Association representative or a friend present. If the decision is then taken to dismiss, the employee will be given detailed reasons for the dismissal as soon as practicable and, in any event, within seven calendar days, together with notification of the right to appeal under the procedure outlined below.

16 An employee who wishes to appeal against dismissal or any other formal disciplinary action should submit notice of appeal to the Director of Administration in writing within one week of receipt of the written notice of the dismissal or other disciplinary action. Such a notice must specify the reasons for the appeal.

17 In the case of summary dismissal referred to in para 15, the period during which the appeal will be heard will be that which otherwise constituted the period of notice for the individual concerned.

18 Appeals under para 16 will be considered by an appeals panel appointed by the Director of Administration and comprising up to three senior officers or Members of the University (as defined by Statute 4 of the University Statutes) not previously involved in the case. The employee shall have the right to have a Trade Union or Staff Association representative or a friend present at the appeal hearing to assist and to represent the employee as appropriate. An appeal will not take the form of a re-hearing except where the appeals panel upholds the claim that there was a serious procedural defect in the original hearing. In all other cases, the function of the appeals panel will be to examine the reasons for the appeal as set out under para 16.

19 If the Director of Staff and Student Services is the subject of disciplinary action, references to the Director of Staff and Student Services in paragraphs 11 to 13 should be replaced by references to the Director of Administration and references to the Director of Administration in paragraphs 15 to 18 should be replaced by the Deputy Vice-Chancellor. Where the Director of Administration is the subject of disciplinary action, the Director of Staff and Student Services shall act as required in paragraphs 11 to 13 in consultation with the Director of Finance and the Deputy Vice-Chancellor shall act in place of Director of Administration in the manner given in paragraphs 15 to 18.

20 Where, at any stage, an appeal against dismissal or other disciplinary action is upheld, reference to such dismissal or disciplinary action shall be expunged from the employee's record and the employee shall be notified in writing accordingly. Where a lesser sanction is substituted for dismissal, the employee will be notified in writing, and a copy placed on the employee's personal file.

21 The right of appeal against dismissal shall not extend to employees with less than 26 weeks continuous service in the University at the date when written notice of dismissal is given or in the case of:

- (i) cessation of employment by reason of retirement, provided that the normal retirement terms and procedure are applied; and
- (ii) termination of employment on grounds of redundancy;

both of which may be raised under the grievance procedure.

22 Breaches of disciplinary rules detailed on an employee's record will be disregarded after a period of time without a further such breach. The period is normally one year, except in the case of serious offences, where it might be up to three years. The seriousness of the offence and the period after which it would be disregarded would be determined at the time of the disciplinary action.

[June 1999]

**UNIVERSITY OF LONDON
Institutes and Central Activities**

Terms and Conditions of Employment for Manual and Ancillary Staff

[This page is otherwise intentionally blank.]

**UNIVERSITY OF LONDON
Institutes and Central Activities**

Terms and Conditions of Employment for Manual and Ancillary Staff

SUPERANNUATION ARRANGEMENTS OF THE UNIVERSITY OF LONDON (SAUL)

1 New Employees

1.1 New employees will be automatically entered into membership of SAUL, 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 SAUL, they will be required to contribute to SAUL 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 SAUL (or, if already in membership of SAUL 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 SAUL, which is the recommended occupational pension scheme, will remain in membership unless they elect in writing to withdraw from SAUL.

2.2 Existing employees who are already members of FSSU may, if still eligible, remain in such membership. If they elect to join SAUL, they will be required to contribute to SAUL 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 SAUL 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 SAUL 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 Manual and Ancillary Staff

[This page is otherwise intentionally blank.]

UNIVERSITY OF LONDON

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 departmental head 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 departmental head 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 departmental head 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 departmental head.

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 departmental head 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 departmental head.

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. The University shall meet any expenses incurred in connection with such examination.

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 Manual and Ancillary Staff

[This page is otherwise intentionally blank.]

UNIVERSITY OF LONDON

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 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 Manual and Ancillary Staff

[This page is otherwise intentionally blank.]

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 Manual and Ancillary Staff

[This page is otherwise intentionally blank.]

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 central 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 within the University pursuant to the General Statement, 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 Manual and Ancillary Staff

[This page is otherwise intentionally blank.]

**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.