

HR Services

Employee Handbook



Conditions of Service for UEL Professional Services Support Staff

Working Week

(a) Support Staff

(i) Full time staff are contractually required to work a 35 hour week, consisting of 9.00 a.m. -5.00 p.m. Monday to Friday (1 hour lunch break).

(ii) The Dean of School/Director of Service or his/her nominee may vary the standard starting and finishing times of staff, in conjunction with the staff concerned provided that an administrative service to staff, students and external agencies is provided during the standard office hours of 9 a.m. - 5 p.m.

Monday to Friday. Nevertheless, where it is found that the variation fails to meet operational requirements, the Dean of School/Director of Service or nominee will revert the hours to the contractual arrangements specified.

(iii) The work of staff in grades F and above is such that they will be expected to work to a professional contract, undertaking such hours as are necessary to successfully perform the duties of the post.

UEL Sports Staff - Specific posts in UEL Sports consist of varying shift patterns Monday to Sunday throughout the full calendar year, which for these staff will be paid at their standard rate of pay. For further information please [clickhere](#).

Exclusivity

All supports staff are expected to devote their whole time service to the work of UEL and shall not engage in any other employment or consultancy without the express agreement of their Dean of School/Director of Service. Such agreement, where it does not conflict with the interests of UEL, shall not be unreasonably withheld.

Annual Leave

(i) Staff are entitled to 25 days in a full holiday year, increasing to 30 days after completion of 5 years' at UEL. The entitlement to 30 days leave will take effect on the first of the month following the 5 years' anniversary. Continuous service with other employers will not be counted as qualifying service for the purposes of the additional five days entitlement. Maternity leave (including authorised unpaid maternity leave) shall be regarded as service for the purpose of calculating an employee's entitlement to annual leave after five years' continuous service.

(ii) The leave year runs from 1st September to 31st August. In exceptional circumstances Deans of School/Directors of Service may agree to the carry over of a maximum of five days to the next leave year, to be taken by 28th February. Any carry over of more than five days may only be approved by the Vice-Chancellor or his/her nominee. Leave outstanding at the end of a year not covered by the above arrangements shall be lost.

(iii) The timing of a staff member's annual leave is the prerogative of the Dean of School/Director of Service, and the needs of the service shall normally take precedence in the consideration of annual leave requests. Requests must be submitted to the Dean of School/Director of Service or nominee, as appropriate, giving reasonable advance notification.

The taking of annual leave may be restricted during certain critical periods of the year to meet operational requirements, as determined by the Dean of School/Director of Service, or nominee. Nevertheless, within these parameters every effort will be made to accommodate individual staff preferences, including constraints arising from family responsibilities.

(iv) New entrants to UEL shall be entitled to annual leave proportionate to their completed months of service during the first leave year of their appointment at UEL.

The table below details the relevant entitlements.

(v) Newly appointed staff joining UEL who have holidays pre-arranged will have those arrangements honoured, provided it is understood that should the staff member resign before qualifying for the leave taken, the equivalent monetary value of the leave will be deducted from the staff member's final pay.

(vi) UEL does not make payments in lieu of leave not taken, except, for a staff member during their last year of employment where the date of departure may be part way through the leave year and they may not have fully used up his/her entitlement.

Compassionate/Special Leave

(i) Compassionate Leave

Please see section 2.10 of our Flexible Employment Policy

(ii) Special Leave with Pay

Subject to operational requirements, special leave of absence with pay shall be granted at the discretion of the Dean of School/Director of Service or nominee, as appropriate, in the following circumstances:

(a) Compulsory attendance at court (attendance as a witness, NOT, in court cases where the staff member is the 'accused').

In such circumstances, the employee shall claim the allowance for loss of earnings to which s/he is entitled. UEL shall then deduct from the employee's full pay an amount equal to the allowance received.

(b) Spouse or Partner and Adoption Leave

Please see Sections 10 and 11 of our Maternity, Parental and Adoption Policy.

(c) Jury Service

A staff member who receives a summons to serve on a jury must report that to his/her Dean of School/Director of Service or nominee, as appropriate. S/he shall grant leave of absence unless exemption is secured from the court because of exceptional UEL operational or personal reasons.

A staff member serving as a juror shall claim the allowance for loss of earnings to which s/he is entitled under the Jurors' Allowance Regulations currently in force. UEL will then deduct from the staff member's full pay an amount equal to the allowance received.

(d) Other Public Duties

Sympathetic consideration will be given to granting special leave to staff fulfilling duties for which s/he has been duly elected or appointed, which further the interests of UEL in the context of the local community.

These may include the following roles: -

(a) A Justice of the Peace

(b) A member of a Regional or District Health Authority

(c) A member of a Managing or Governing Body of an Education Institution

(d) Attendance at a statutory tribunal or body

(e) Service with Territorial Army or auxiliary forces and

(f) Volunteering activities: to encourage staff to engage with their local community, UEL will offer up to 3.5 hours of matched time (up to a maximum of four times a year) to staff who undertake volunteering activities. Please see Section 2 of our Corporate Social Responsibility Policy

iii) Leave Arrangements for Domestic Emergencies

Every effort will be made to enable staff to take time off to deal with domestic emergencies. Dependent on the nature of the emergency retrospective unpaid or compassionate leave may be

granted by the Dean of School/Director of Service or nominee, as appropriate. Where the domestic emergency is not covered by the compassionate leave provisions the Dean of School/Director of Service or nominee have discretion regarding whether and how staff should make up the lost time. Staff will normally be expected to use their annual leave entitlement to deal with the domestic emergency, or alternatively to make up the time lost by

working during a mutually convenient time. Alternatively, where the staff member's annual leave entitlement has been exhausted s/he may be granted unpaid leave.

(iv) Medical/dental appointments

Members of staff should make every effort to arrange routine doctor or dentist appointments outside of their normal working hours. Where this is not possible, they should be made at the beginning or end of the staff member's normal working time; in such circumstances a staff member will normally not be asked to make the time up, unless she or she has had a significant number of appointments in the previous 12 months during working hours, in which case he or she may be asked to do so. All medical and dental appointments (including hospital appointments) during a staff member's normal working hours will be recorded as sick leave if the absence is more than three hours.

(v) Time-off with Pay for Cervical/Breast Cancer Screening

Time off with pay shall be granted to staff members to attend for cervical/breast cancer screening, where such testing cannot be arranged outside working hours. The actual appointment time is subject to the Dean of School/Director of Service or nominee's prior approval, as such authorisation is subject to service requirements. Requests for time off will not be unreasonably refused.

(vi) Part time/Term Time Only Workers

(a) Working Week

The hours of work for part time staff are as determined by the Dean of School/Director of Service or his/her nominee.

(b) Part Time Staff

Staff working regularly less than 35 hours per week receive pay on a pro rata basis to the full-time equivalent.

(c) Annual Leave

(1 Staff Pay Grading Review Scheme) Part Time All Year round Staff

Leave for part time all year round staff should be recorded in hours and per annum. The method used for calculation of leave for this group of staff is as follows: -

Under 5 years' continuous service at UEL

No. of hours per week x 5

Example:

20 hours per week all year round

$20 \times 5 = 100$

Total leave = 100 hours

More than 5 years' continuous service at UEL

(No. of hours per week x 5) + (No. of hours per week)

Example:

20 hours per week all year round

$20 \times 5 + 20$ hours

Total leave = 120 hours

(2) Term Time Only Staff

Term time only staff, with **less** than 5 years' continuous service at UEL will receive payment for 22 days in lieu of leave.

Staff with at least 5 years' continuous service will, from the first of the month following the 5 year anniversary, be entitled to take the equivalent of a pro-rata entitlement of one week's of their normal working week's hours as leave during term time in addition to the payment for 22 days in lieu.

Table for Calculating Annual Leave

Entitlement on Joining UEL

25 Days Leave (Rounded to nearest 1/2 day)

Month	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Start												
Leave	25	23	21	19	16.5	14.5	12.5	10.5	8.5	6.5	4	2
Due												

30 Days (Long Service) Leave (Rounded to nearest 1/2 day)

Month	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Start												
Leave	30	27.5	25	22.5	20	17.5	15	12.5	10	7.5	5	2.5
Due												

Entitlement on Leaving UEL

25 Days Leave (Rounded to nearest 1/2 day)

Month	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Leave												
Leave	2	4	6.5	8.5	10.5	12.5	14.5	16.5	19	21	23	25
Due												

30 Days (Long Service) Leave (Rounded to nearest 1/2)

Month	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Leave												
Leave	2.5	5	7.5	10	12.5	15	17.5	20	22.5	25	27.5	30
Due												

Note

The formula for calculating pay of outstanding annual leave is 1/260.

Sick Leave and Sick Pay

(i) Statutory Sick Pay Regulations (SSP)

Employers are responsible for paying SSP to their staff members for 28 weeks of sickness, irrespective of the Tax Year. Any sickness benefit due beyond the 28 week period will be payable by the Department of Health and Social Security.

SSP will be paid for periods of sickness lasting four calendar days or more. This is known as a "PIW" - Period of Incapacity for Work, the first three days of which will be "waiting days". If, however, staff have a subsequent period of sickness within 56 calendar days (8 weeks) of the previous period, SSP will be payable from the first day of the subsequent sickness, provided that the period lasts for four calendar days or more, i.e. a PIW has been formed.

SSP is a flat rate weekly amount based on employees' earnings and it will be subject to Income Tax and National Insurance and Superannuation contributions (if the staff member is in a superannuation scheme).

In addition UEL operates a Sick Pay Scheme and as this is at a higher rate than SSP, it will come into the overall calculation and will be included in the staff member's sick pay (or salary) on pay slips. SSP is not an additional payment to UEL's Sick Pay Scheme but a minimum statutory entitlement, which will be offset against any payments made under UEL's Sick Pay Scheme.

If staff are not entitled to SSP, Form SSP 1(E) will be issued to them by UEL's Payroll Section giving the reasons and enabling them to claim State benefit from the DHSS. Staff members will be excluded from SSP on any of the following grounds:

- over State pension age (60 for women, 65 for men);
- has a contract of employment for 3 months or less;
- has average weekly earnings of less than the lower earnings level or National Insurance contribution liability;
- has claimed certain State benefits within the previous 57 days;
- has done no work under the contract of employment;

- goes sick during a stoppage of work at UEL due to an industrial dispute, unless he/she has not taken part in the dispute, and has no direct interest in it;

- falls sick during the "disqualifying period" related to pregnancy. (This period begins with the 11th week before the expected week of confinement and runs for 18 weeks);

- has already been due all the SSP he/she is entitled to from UEL or their previous employer(s)

- is abroad outside the European Community;

- is in legal custody.

Staff members who are still sick when UEL's liability to pay SSP is due to end will receive, normally at the beginning of the twenty third week, a transfer form SSP1 (T) from UEL's Payroll Section. If, for any reason, UEL's liability is due to end before the 23rd week is reached, the SSP1 (T) will be issued two weeks in advance of the end of liability. This form enables the employee to claim state benefit from their local DHSS office once SSP ceases.

Women who chose to pay reduced rate National Insurance contributions could be entitled to SSP even though they are not entitled to the present State benefits. (Statutory Condition)

(ii) Occupational Sick Pay

UEL staff members are entitled to Occupational Sick Pay if they are absent from duty owing to illness (which term is deemed to include injury or other disability), subject to their compliance with UEL's Code of Practice on the Management of Sickness Absence. This entitlement is as follows:

During 1st Year Service	1 month's full pay and (after completing of 4 months' service) and 2 months' half pay
During 2nd Year of Service	2 months' full pay and 2 months' half pay
During 3rd Year of Service	during 3rd year - 4 months' full pay and 4 months' half pay

During 4th & 5th Years of Service	during 4th and 5th 5 months' full pay and 5 months' half pay
After 5 Years' Service	6 months' full pay and 6 months' half pay

Note: For occupational sick pay entitlement record purposes "one month" shall be deemed to be equivalent to 22 working days.

(iii) Calculation of Occupational Sick Pay

(a) Sick pay shall be paid in respect of any absence due to illness or injury by deducting from the period of benefit appropriate to his/her service on the first day of absence the total of the periods of absence due to illness during the twelve months immediately before the first day of absence.

In totalling the periods of absence no account shall be taken of any unpaid absence on sick leave.

(b) For the purpose of determining the appropriate period of sick pay all the staff member's previous continuous service shall be calculated.

(c) Where a staff member is receiving sick pay, they will continue to receive it if a public holiday occurs during sick leave. Where a staff member has used up their entitlement to sick pay, no payment will be made (other than SSP, if applicable) in respect of a public holiday occurring during their period of sick leave.

(d) In determining the normal pay of a staff member during sick leave, UEL shall include (i) regular overtime payments made to staff whose terms of employment provide that they must, each month, work hours in excess of the usual hours (and for which overtime payment is made as a regular addition to salary).

(e) An allowance shall not be paid in a case of accident due to active participation in sport as a profession, nor in a case in which the absence is due to a staff member's own misconduct, unless UEL decides otherwise.

(iv) Grant of Sick Pay to Victims of Crimes of Violence

(a) Where a staff member is absent from work because of an injury and a claim has been made to the Criminal Injuries Compensation Board, and the employee is qualified to receive sick pay, they will receive it without them being required to refund any proportion of it from the sum which the Compensation Board may award, and

(b) Where an award has been made to the staff member by the Compensation Board, UEL will reduce all or part of the period of sick leave caused by the injury in calculating the staff member's future entitlement to sick pay, on consideration of all the circumstances.

(v) Protracted Illness

(Applicable to staff appointed on Contracts of Employment on or before 31st January 1995 only)

UEL has a Protracted Illness Scheme for support staff, as follows: -

(a) Members of staff (except those specified in paragraph vii below) who become entitled to sickness pay shall, if their absence exceeds the ordinary period of full sick pay, be entitled to an extension of that period in accordance with the following provisions.

(b) An additional period of full sick pay, following the ordinary period of full sick pay to which the staff member is entitled, (see para 5.3.11.(ii)) shall be added in proportion to their UEL service in accordance with the scale set out below:

Years of Service	Additional months at full sick pay
Under 5	Nil
5 and under 10	2
10 and under 15	4
15 and under 20	6
20 years and over	8

(c) The Director of HR Services may, at his/her discretion, award an additional period, not exceeding two months, of full sick pay to members of staff with less than five years service.

(d) All periods of additional full sick pay shall be accumulative unless, and until, an interval of twelve months elapses between the end of one illness and the commencement of another. In determining the maximum amount of additional months of full sick pay to which an staff member may be entitled, on their first day of absence due to illness, the periods of additional full sick pay receivable since the last such interval will be combined and be deducted from the amount appropriate to the staff member under the scale set out in (b) above.

(e) The sum paid to a staff member under this Scheme will not exceed the amount, if any, paid in respect of the illness from the Department of Health and Social Security (but excluding the personal element of the amount received as a treatment allowance from the DHSS) the staff member's full pay. A staff member is required to declare to UEL their entitlement to benefit etc. from the DHSS and any subsequent alteration in the circumstances in which UEL shall be entitled to determine the benefit etc. by reference to the maximum benefit, etc. obtainable.

(f) Married women and widows exercising their right to be exempted from the payment of full National insurance contributions shall be deemed, in regard to the Scheme for sickness payments, to be insured in their own right, and in their case, deductions will be made from full

and half-pay of an amount equal to the benefit that would have been receivable had full National Insurance contributions been paid.

(g) For the purposes of this Scheme:

'Illness' means sickness and/or industrial injury within the scope of the National Insurance Act, 1946, or the National Insurance (Industrial Injuries) Act, 1946, as amended or affected from time to time by any subsequent legislation.

'Ordinary period of full sick pay' means the appropriate period of sick pay to which a staff member is entitled under UEL's Sick Pay Scheme.

'Staff member's service' means the staff member's continuous service with UEL together with, in the case of employees transferred to UEL, their continuous service up to and including 1.9.70 with their then employing local authority, immediately prior to the first day of his or her absence due to illness.

'Month' means four weeks and two days.

vi) Contact with Infectious Diseases, etc. - Persons Deemed to be Incapable of Work.

(a) A staff member who in accordance with the National Insurance Act is prevented from attending his/her place of employment because of contact with infectious disease shall notify his/her Dean of School/Director of Service immediately and shall be entitled to receive full pay, less any benefits payable under the Act. A period of absence on this account shall not be reckoned against the staff member's entitlement to normal sick leave.

(b) In the case of contact with other infectious or contagious diseases the staff member should not stay away from duty if he/she feels well but

(x) Absence as a result of an Accident

A staff member who is absent as the result of an accident shall not be entitled to an allowance if damages may be receivable from a third party in respect of such accident. In this event, UEL may, having regard to the circumstances of the case, advance to the staff member a sum not exceeding the sickness allowance provided under this Scheme, subject to the staff member undertaking to refund to UEL the total amount of such allowances of the proportion in the amount of damages received. Any period of absence in such a case where a refund of the monies paid is made to UEL in full, shall not be recorded for the purposes of this scheme. Where, however, the refund is made in part only, UEL may at its discretion decide to what extent, if any, the period of absence may be so recorded.

(xi) Reimbursement of Cost of Doctors' Statements

Where for the purposes of qualifying for an allowance under this Scheme UEL requires a doctor's statement from any employee, and shall reimburse any cost incurred in obtaining such doctors' statements.

It is essential that all staff comply with these procedures. If they do not, there is every

possibility that they will fail to receive benefits to which they are entitled.

Should staff require advice in respect of sickness provisions they should contact HR Services.

Pension Scheme - UEL's Retirement and Pension Plan.

UEL's Retirement and Savings Plan is a defined contribution scheme where the level of your pension is based on the value of your Plan's investments and the market annuity rate when you retire.

This scheme is provided by Friends Life, who have been selected by the Universities and Colleges Employers Association (UCEA) as the scheme provider across the HE Sector.

Key benefits

- UEL, or UELPS (dependent upon who your employer is) will contribute 10% of your pensionable pay towards the scheme (with **no employee contribution** required from you).
- Death- in-service benefits and ill-health provisions - at no cost to you - will be included, the details of which will be given to you shortly;
- A suggested retirement age in line with State Pension Age;
- The option for you to pay additional contributions which will be matched by UEL in a ratio of 1.5% for each contribution you make of 1%, up to a maximum contribution from you of 4%. If you choose to contribute the maximum 4%, you can have a total contribution of 20% into the scheme (UEL paying 16% and you paying 4%).

Liability

Friends Life is responsible for providing the Retirement and Savings Plan and UEL and UELPS accepts no liability for any Friends Life acts or omissions involved, as the staff member will be entering into an agreement with Friends Life. However, the decision to appoint Friends Life has been taken on the basis of detailed professional advice and by considering the suitability of the arrangement for our staff, which we take very seriously.

UEL and UELPS have made a significant financial commitment by introducing this scheme so we want it to be a valued and successful arrangement for our staff. A governance group will regularly review the scheme and it reserves the right to replace Friends Life as the selected provider in the future, if necessary.

How much will you get from your UEL Retirement and Pension Plan when you retire?

Friends Life can provide you with an estimate of the income you might get once you reach pension age.

The pension scheme

You will receive a statement each year from Friends Life showing how much money has gone into your pension pot and how it is progressing.

For information on the Plan, please contact:

UEL's Retirement and Savings Plan

Friends Life

PO Box 2282,

Salisbury,

SP2 2HY

Tel: 0345 604 9915 email: mymoney@friendslife.co.

Can I opt out of the UEL Retirement and Savings Plan?

You retain the right to leave the Retirement and Pension Plan any time, in which case your pension 'pot' would be frozen until you become entitled to draw your benefits.

Period of Notice

Staff in posts in grades A to E must give a minimum of one month's notice to UEL in writing. The minimum period of notice to which staff are entitled is as prescribed by employment legislation i.e. one week's notice in writing for every complete year of service up to a maximum of 12 weeks, except during probation (see the Probationary Policy for Managers and Support Staff in the General Staff Handbook) and in the case of dismissal for gross misconduct (see the Staff Disciplinary Procedures in the General Staff Handbook).

Staff in posts graded F and above must give a minimum of three months' notice to UEL in writing. The minimum period of notice to which staff are entitled is as prescribed by employment legislation, i.e. one week's notice in writing for every complete year of service up to a maximum of 12 weeks, except during probation (see the Probationary Policy for Managers and Support Staff in the General Staff Handbook) and in the case of dismissal for gross misconduct (see the Staff Disciplinary Procedures in the General Staff Handbook).

HR Services

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