



# HR Services

## Research Staff Conditions of Service

Part of the UEL Employee Handbook

### Introduction

1. These terms and conditions applies to all UEL Research Staff.
2. Appointments are subject to the current terms and conditions set out in this document, in letters of appointments, contracts of employment, and any amendemnts which are subsequently notified to staff. Members of staff are expected to observe UEL policies and procedures in the course of their appointment. The main employment policies are summarised in the document. The policies are updated regularly and be be accessed individually at [UEL Policies and Procedures A-Z](#).

### Duties and Hours of Work

3. Full time research staff are contractually required to work a 35 hour week, however all researchers are expected to work such hours as are reasonably necessary in order to fulfil their duties and responsibilities. These duties will be outlined in the job description.
4. Researchers are expected to work flexibly and efficiently, and to maintain the highest professional standards in discharging their responsibilities, and in promoting and implementing the corporate policies of UEL.
5. The make-up of duties will be determined from time to time by the Research Supervisor and Deans of Schools in consultation with research staff, and will be reviewed regularly through the staff appraisal system. Any dispute over duties or hours may, if not resolved in the first instance between researchers and the research supervisor, be referred to the Dean of School.
6. Although principally employed to conduct research, a researcher may also be required to undertake some teaching duties. They shall not be required to teach for more than 6 hours per week (which shall not include more than one evening per week) or for more than 36 weeks in any period 1st September - 31st August.

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Research Staff Conditions of Services		September 2011						

7. Time for preparation and marking should be allocated to the researcher within their normal working week.
8. A researcher shall not be required to teach a subject which in the opinion of UEL is not relevant to their research, qualifications, or experience.

### **Off-Site Activities**

9. The role of research staff will, by its nature, sometimes require work to be undertaken elsewhere than at UEL. It is the responsibility of the researcher to ensure that their activities and working arrangements are known of and approved by their research supervisor in advance.
10. Equipment and other resources shall not be removed from UEL without explicit approval of the relevant Dean of School and then only in the context of approved teaching, research, or consultancy.

### **Holidays**

11. UEL's leave year for research staff runs from 1st September to 31st August. In addition to statutory Bank Holidays and days when UEL is closed in the interests of efficiency, researchers are entitled to 35 working days paid holiday during the course of the leave year. 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 nominee. Leave outstanding at the end of a year not covered by the above arrangements shall be lost. In the leave year in which employment commences or terminates, leave entitlement will accrue on a pro-rata basis for each complete month of service; on the termination of employment, holiday pay will be worked out on a similar basis.
12. The timing of a researcher's leave is subject to the agreement of the Research Supervisor. Subject to operational exigencies a researcher may request that up to 6 weeks of his/her normal leave entitlement be taken in one continuous period. Given the affinity of research work to the academic year it would normally be expected that the majority of leave would be taken outside of the semester periods.

13. Subject to the exigencies of the service, and approval of the Vice-Chancellor, paid leave of absence may be granted to staff to fulfil duties of a public character for which they have been duly elected or appointed.

### **Sick Leave and Sick Pay**

14. The sickness pay and benefits relevant to Research staff are those applicable to academic staff, which are as follows:

15. Subject to the provisions of this scheme a research staff member absent from duty owing to illness (which term is deemed to include injury or other disability) shall be entitled to receive sick pay in accordance with the following scale: -

during the first year of service: full pay for 1 month\* and after completing four calendar months' service before the start of the period of absence through illness, half pay for 2 months;

during the second year of service: full pay for 3 months and half pay for 3 months;

during the third year of service: full pay for 4 months and half pay for 4 months;

during the fourth and successive years: full pay for 6 months and half pay for 6 months.

\*For the purposes of calculating entitlement a month shall be deemed include 22 working days (including Saturday where this is a working day).

16. This scale is to be regarded as a minimum and UEL has the discretion to extend the scheme in individual cases. For the purposes this paragraph of the document, a working day is defined as any day on which UEL is open but which does not form part of the research staff member's personal holiday entitlement.
17. Sick pay shall include, where appropriate, Statutory Sick Pay, and shall not exceed full (ordinary) pay. Appropriate deductions are detailed in the following paragraphs.
18. For the purpose of calculating entitlement to sick leave under paragraph 1 the year shall be deemed to begin on 1st April of each year and end on 31st March of the following year. This is provided that, in the case of a research staff member whose service commences on a date other than 1st April, such service shall be deemed for the purpose of this scheme, to have commenced on the preceding 1st April subject to the completion of four calendar months' actual service before half pay can be claimed, and provided

also that in the case of the research staff member who is absent owing to illness on 31st March of any year, he or she shall not begin new entitlement to sick leave in respect of the following year until he or she has resumed teaching duty, the period from 1st April until the return to duty deemed to be part of the preceding year for the purpose of this scheme. In the case of a research staff member transferred from the service of one HEI to that of another, any sick pay paid during the current year by the previous HEI shall be taken into account in calculating the amount and duration of sick pay payable by the new HEI\*\*.

19. \*\*For the purposes of transferring sick pay entitlement clause 4 of the relevant clause in the contract of employment governing continuous employment shall apply.
20. For the purpose of paragraph 15 'service' means employment with this University and such other period of employment as UEL may approve.
21. The following deductions shall be made from sick pay where it is of an amount equal to full pay -
  - (a) the amount of sickness benefit receivable under relevant legislation (provided, however, that in any case where sickness benefit is, or may subsequently prove to have been, receivable in respect of the first three days of any sickness, the amount of benefit receivable shall be deducted from such pay only if such benefit has in fact been received in respect of any such period of three days);
  - (b) the dependency element (but not the disability element) of any treatment allowance received from the Department for Work and Pensions.
22. Deduction shall also be made from sick pay where it is of an amount less than full pay if an academic staff member would otherwise with the benefits receivable in respect of insurance under the relevant legislation become entitled to an amount exceeding the sum of their full (ordinary) pay.
23. Benefits are regarded as receivable at the full rate in circumstances in which an academic staff member has opted under National Insurance regulations to put themselves outside of benefit at the full rate.
24. Subject only to the proviso in paragraph (21) (a) the deductions enumerated under paragraphs (21), (22) and (23) will be made if the academic staff member is eligible to receive such benefits, payments or allowances whether or not they take the necessary steps to obtain it.

25. For the purposes of this scheme a research staff member shall be under an obligation to declare to the satisfaction of UEL their entitlement to benefit under the foregoing Acts (paragraph (21) above) and any subsequent alteration in the circumstances on which such entitlement is based, in default of which UEL shall be entitled to determine the benefit by reference to the maximum benefit to which the research staff member appears entitled under the statutory provisions governing such benefits.
26. Deductions equivalent to those set out in paragraph (21) above shall be made from the sick pay of a research staff member who is a married woman or widow and has elected to pay reduced contributions under the terms of the Social Security Act 1975 and Social Security Contribution Regulations 1979, provided that, where a widow is in receipt of a widow's or a widowed mother's allowance or widow's pension, regard shall be paid in calculating the amount of sick pay only to such part of the national insurance benefit receivable as is in excess of the amount received by the lecturer from the Department for Work and Pensions in weeks of full normal employment.
27. Whilst sickness during a period when UEL is closed or a period forming part of the research staff member's personal holiday entitlement will not affect the period of their entitlement to sick leave under paragraph 15, it will be relevant so far as deduction of benefit is concerned. Thus the rate of sick pay applicable to a research staff member in respect of sickness during a period of closure or a period forming part of his or her holiday entitlement is the rate applicable to him or her on the last day before that period. Where a research staff member, therefore, is ill immediately preceding such a period and: -
- the academic staff member is on full sick pay: they shall continue on full sick pay, but the closure or holiday period is not counted against entitlement under paragraph 15.
  - the research staff member is on half sick pay: they shall continue on half sick pay, but the closure or holiday period is not counted against their entitlement.
  - the research staff member has exhausted their sick pay entitlement and is not receiving any pay: they shall continue to receive no pay.
28. Where a research staff member is either on half pay or is not receiving pay they may be put on full pay by the procedure in para. 29.
29. When a research staff member is ill immediately preceding a period of closure or a period forming part of their personal holiday entitlement, and has exhausted their sick leave entitlement, or is on less than full pay, and recovers during the above period, they shall be deemed, for the purpose of calculating the amount of salary due, to have returned to duty on the day they are authorised medically fit to do so by

means of a doctor's statement obtained for that purpose provided that they actually return to duty on the first day after the said period.

30. If, during a period of closure or a period forming part of the research staff member's personal holiday entitlement they fall ill and becomes entitled to Statutory Sick Pay or becomes, or would, but for election to be excepted from liability to pay contributions, become entitled to claim any of the benefits referred to in paragraph 6.2.7 (maternity leave and pay) it shall be their duty to notify thereof (in accordance with paragraph 31 as if the days of closure or personal holiday were working days) so that UEL may either pay Statutory Sick Pay (where appropriate) or make the appropriate deductions.
31. A research staff member who is absent for more than three working days owing to personal illness shall submit such statements as UEL at its discretion shall require provided that doctors' statements shall not be required, save in special circumstances, more frequently than on the eighth day of absence, at the end of each month of absence and on return to duty, unless fitness for return of duty has already been ascertained and they return to duty on the date specified on the previous doctor's statement. In the case of a prolonged or frequent absence an academic staff member may be required at any time to submit to examination by UEL's Occupational Health Physician. See [UEL's Code of Practice for the Management of Sickness Absence](#).
32. A research staff member entering hospital or a similar institution shall submit a doctor's statement on entering and on discharge in substitution for periodic statements.
33. In the case of absence due to accident attested by an approved medical practitioner to have arisen out of and in the course of the research staff member's employment, including any extra curricular or voluntary activity connected with UEL, full pay shall in all cases be allowed, such pay being sick pay for the purposes of paragraph 17 to 30 subject to the production of self certificates and/or doctor's statements from the day of the accident up to the date of recovery and not exceeding six calendar months, after which the case will be reviewed for a decision on any extension of the period of sick pay.
34. Absence resulting from such accidents shall not be reckoned against the research staff member's entitlement to sick leave under paragraph 15 though such absences are reckonable for entitlement to Statutory Sick Pay.

35. When the approved medical practitioner attests that there is evidence to show a reasonable probability that an absence was due to an infectious or contagious illness contracted directly in the course of the academic staff member's employment full pay shall be allowed for such period of absence as may be authorised by the approved medical practitioner to be due to the illness, and such absence shall not be reckoned against the staff member's entitlement to sick leave under paragraph 15, though such absences are reckonable for entitlement to Statutory Sick Pay.
36. A research staff member residing in a house in which some other person is suffering from an infectious disease shall at once notify HR Services and shall, if required take such precaution as may be prescribed, provided that if in the opinion of the approved medical practitioner it is considered inadvisable, notwithstanding such precautions, for such a staff member to attend duty, full pay shall be allowed during any enforced absence from duty, such pay being sick pay for the purposes of paragraphs 17 to 30. This provision will also apply where, in the opinion of any approved medical practitioner, it is inadvisable for a research staff member to attend duty for precautionary reasons due to infectious disease in the workplace. The period of absence under this paragraph shall not be reckoned against the staff member's entitlement to sick leave under paragraph 15, though such absences are reckonable for entitlement to Statutory Sick Pay.
37. If the absence of the research staff member is occasioned by the actionable negligence of a third party in respect of which damages are recoverable, they shall advise UEL forthwith, and it shall be competent to UEL to require the staff member to refund a sum equal to the aggregate of sick pay to them during the period of disability of such part thereof as is deemed appropriate but not exceeding the amount of the damages recovered. In the event of the claim for damages being settled on a proportionate basis, UEL will require full details and will determine the actual proportion of sick pay to be refunded by the research staff member.
38. A research staff member who is absent from work because of injury in respect of which a claim will lie in the Criminal Injuries Compensation Authority, and is otherwise qualified to receive sick pay, shall receive such sick pay without the lecturer being required to refund any proportion of it from the sum which the Compensation Authority may award.
39. Where an award has been made by the Compensation Authority UEL shall be free to discount wholly or partly the period of sick leave occasioned by the injury in calculating the research staff member's entitlement to pay as it may see fit on consideration of all the material circumstances.

40. If UEL is of the opinion that the disability which has caused the research staff member's absence from work is due to their other misconduct, or if the research staff member has failed to observe the conditions of this scheme, or has been guilty of conduct prejudicial to their recovery the payment of any sick pay under the scheme may be suspended provided that in any such case UEL shall inform the staff member of the grounds upon which the payment of sick pay has been suspended and that they may, at their option, have recourse to the grievance procedure.
41. Sick pay shall not be paid in case of accident due to active participation in sport as a profession, unless UEL by resolution decides otherwise, though Statutory Sick Pay may be payable.

### **Performance and Development Review**

In relation to the performance of duties research staff will be required to participate in the Performance and Development Review scheme approved by the board of Governors. [See the Performance and Development Review Scheme.](#)

### **Exclusivity of Service**

42. External work which is supportive of professional responsibilities is encouraged by UEL. All external activity of whatever type must be approved in advance by the Dean of School.
43. Approval for the following activities will not normally be withheld provided the Dean of School is satisfied that they can be accommodated within the on-going work of the School without adversely affecting levels of service to users.
- (a) external examining;
  - (b) acting as a moderator or assessor.
44. Prior to entering into any obligation to carry out any other type of external work other than that specified at (a), (b), the prior approval of the Dean of School and of the Deputy Vice-Chancellor responsible for academic policy must be obtained. The Deputy Vice-Chancellor will then decide (within five working days or whatever other period may be agreed as being reasonable in all the circumstances) if that work will:
- (a) interfere with the performance of the employee's professional responsibilities, or



(b) compete or conflict with the interests of UEL in which case UEL may at its sole discretion require staff not to undertake the work; such a requirement will not be made unreasonably, will be subject to full consultation with the employee and, if made, will be accompanied by full written reasons for it.

45. Where it is intended to use the facilities of UEL in connection with external work, then prior approval is required in accordance with procedures set out in this Handbook.
46. Any external work as defined above which is approved by the Deputy Vice-Chancellor, shall normally be undertaken through ELCO although other arrangements may from time to time be agreed.

## Patents and Inventions

[Please see Policy on Intellectual Property](#)

## Confidential Information

47. Except as authorised by UEL or required by their duties hereunder, a lecturer shall not use for their own benefit or gain or divulge to any persons, firm, company or other organisations whatsoever any confidential information belonging to UEL or relating to its affairs or dealings which may come to their knowledge during their employment. This restriction shall cease to apply to any information or knowledge, which may subsequently come into the public domain other than by way of unauthorised disclosure.
48. All confidential records, documents and other papers (together with any copies or extracts thereof) made or acquired by a lecturer in the course of their employment shall be the property of UEL and must be returned to it on the termination of employment.
49. Confidential information must be determined in relation to individual staff members according to their status, responsibilities, and the nature of their duties. However, it shall include all information which has been specifically designated as confidential by UEL and any information which relates to the commercial and financial activities of UEL, the unauthorised disclosure of which would embarrass, harm or prejudice UEL. It does not extend to the information already in the public domain, unless such information arrived by unauthorised means.

50. Notwithstanding the above UEL affirms that academic staff have freedom within the law to question and test received wisdom, and to put forward new ideas and controversial or unpopular opinions, without placing themselves in jeopardy of losing their jobs and privileges they have at UEL.

## Copyright

[Please see Policy on Intellectual Property](#)

## Termination of Employment

51. Researchers are employed on 2 types of contracts, with the following termination arrangements:

(a) Fixed Term Contracts

These contracts are offered for a fixed term, as specified on the first page of the contract. It may, however, be terminated before the expiry of the fixed term by the giving of one month's notice, in writing, by the staff member. 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).

(b) Specific Task Contracts

During the course of employment a specific task contract may be terminated at any time by the giving of one month's notice, in writing, by the staff member. 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). No notice will be required when the contract is brought to an end on completion of the task for which the researcher has been employed or by the expiry of the external funding.

52. Upon termination of any research contract the staff member shall deliver to UEL as we may reasonably direct, all such UEL property in their possession by virtue of their employment herewith.

## Variation

53. Agreements reached, as a result of national or local negotiations between the University and the recognised unions shall, after adoption by the Board of Governors, be automatically incorporated into contracts of employment. Contracts may be varied with the agreement of both parties.