



THE LONDON SCHOOL  
OF ECONOMICS AND  
POLITICAL SCIENCE ■



# Professional Services Staff

**Terms and conditions of employment 2023**

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## 1 Contract of employment

Employment is on the basis of a written contract, which consists of a letter of appointment, this handbook and the other procedures specified in section 37 of this handbook as having contractual effect.

The letter of appointment specifies each member of staff's job title, initial place of work and starting salary.

If the appointment was made on a part-time basis and/or for a fixed period of time or open-ended subject to funding, this will be stated in the letter of appointment. Otherwise, unless subsequently agreed otherwise, the appointment will be on a full-time basis and for an indefinite period.

The contents of this handbook and any subsequent amendments are the "Terms and Conditions of Employment" referred to in the letter of appointment. Where these

Terms and Conditions refer to School policies or procedures, guidance or information on the HR website, these are references to the policies, procedures, guidance or information as amended from time to time.

If there is ever a conflict between these standard terms and conditions and the letter of appointment, the letter of appointment shall take precedence, subject to applicable legislative provisions.

Unless otherwise stated, the terms and conditions in this handbook apply to all salaried professional services staff (all salary bands) and research assistants.

The standard terms and conditions of service relating to professional services staff whose roles are in salary bands 1-5 shall only be amended after consultation with the relevant local union(s) – UNISON (administrative and catering staff) and/or Unite, depending on job category.

The standard terms and conditions of service relating to professional services staff whose roles are in salary bands 6-10 and research assistants shall only be amended after consultation with the local University and College Union (UCU).

A review of these conditions may be initiated either by the School or by UNISON, UCU or Unite.

On or before appointment members of staff shall either be given a job description or a written outline of their duties. These will not set out an exhaustive list of the duties which the member of staff can be required to undertake and may be varied by the School from time to time. Responsibility for any future updating of these is shared between members of staff and their line manager.

Members of staff should provide full details of their name, home address, bank account and emergency contacts to Human Resources and they must inform Human Resources of any subsequent changes.

## 2 Right to Work in the UK

Contracts of employment are offered subject to the right to work in the UK for the duration of employment. All employees must provide evidence that they have the right to work in the UK before they start their employment at the LSE and, as requested, during the course of their employment.

LSE is required to conduct right to work checks for all new employees before they start work and to conduct new right to work checks for all employees who are returning to work at LSE after a break in employment.

Employees are not permitted to commence work until they have provided proof of their right to work to the HR Division. Please note that HR normally need to see the



original documents unless the employee has a digital immigration status and the check can be conducted using the Home Office's online services. Scanned versions of documents are not sufficient and will not be accepted as a proof of right to work.

If an employee cannot provide proof of their right to work in the UK before they are due to start work, their start date will be deferred and their salary payments will commence from the new start date (subject to satisfactory evidence of the right to work in the UK).

If an employee extends their visa or receives a new visa during their employment at LSE, they are required to bring their new visa to the HR Division for review immediately and in any event before the expiry date of their current visa.

Employees who cannot show that they have the right to work in the UK during their employment at LSE will be at risk of termination and their employment being terminated (including without notice,) to ensure that the School does not breach immigration law requirements in force from time to time.

The School's policies and procedures relating to 'Right to Work in the UK' will be subject to review and change in line with changes to government legislation in force from time to time.

### **3 Review period**

New appointments are usually subject to a period of review, normally a period of six months in respect of appointments at salary band 1 to 7 or a period of 12 months in respect of appointments at salary band 8 or above. This may be waived or reduced because of previous employment (either direct or indirect) with the School or the

duration of a fixed-term contract. Formal review periods do not normally apply to existing staff who are promoted, regraded or move to a new role within the School.

However, where a new role is significantly different, a review period maybe required and details will be contained in the appointment letter to the new role.

Line managers should advise members of staff on their progress at regular intervals throughout the review period and provide support to members of staff by offering any necessary training.

#### **Salary bands 1-5:**

The line manager shall conduct a review prior to the end of the review period and advise the member of staff whether their contract will be confirmed, or the review period extended or the contract terminated with notice. The decision will be confirmed by the line manager in writing as soon as possible following the review, copied to Human Resources to produce a contract amendment.

#### **Salary bands 6-10:**

The line manager shall conduct a review prior to the end of the review period and advise the member of staff whether their contract will be confirmed, or the review period extended or the contract terminated with notice. For Bands 8 to 10, the line manager shall submit a written report to the Director of Human Resources. Line managers shall decide whether the contract will be confirmed, the review period extended or the contract terminated with notice.

Further Information and guidance can be found on the HR web pages.



## 4 Salary

The starting salary for an appointment shall be as set out in the letter of appointment and shall be payable monthly in arrears by bank transfer. The normal pay day is the last English banking day of each calendar month, except in December when it is the last English banking day before Christmas Day.

If an appointment is part-time, the salary shall be pro-rated accordingly.

The annual incrementation date is 1 August. On this date, if the salary is on an incremental scale and is below the standard maximum for the salary band, an annual increment shall be awarded up to the standard maximum for the salary band, unless i) members of staff were appointed or promoted after the preceding 31 January in which case only half an increment will be awarded or ii) members of staff are already only half an increment below the standard maximum in which case only half an increment will be awarded.

Pay awards are periodically applied to adjust the values of points on pay scales, usually from 1 August each year. Pay awards are negotiated at a national level by the Joint Negotiating Committee for Higher Education Staff (JNCHES), which includes representatives of the Universities and Colleges Employers' Association (UCEA) and Higher Education unions, including the University and College Union (UCU), UNISON and Unite.

Any change in salary, other than that applicable under normal annual incrementation or pay awards outlined above, shall be confirmed in writing.

Members of staff shall be supplied each month with a notice of pay advice that sets out gross salary due, tax, National Insurance and other deductions made and net salary paid.

Any errors in salary payments or deductions should be reported to the Payroll team immediately. The School reserves the right to make deductions from salary to recover over-payments or other sums owed by the member of staff to the School.

As a general rule the School does not make advances of salary.

Regrading to a higher grade will only be considered where the responsibilities and requirements of a job have increased significantly, as demonstrated by means of a HERA (Higher Education Role Analysis) evaluation. Further information is available from Human Resources.

## 5 Occupational Pensions Arrangements

### Salary bands 1-5

Staff will normally be eligible to join SAUL. Full details of SAUL are available from the [Pensions webpage](#) or the [SAUL website](#). Potential membership of and rights under SAUL are subject to the Rules of SAUL from time to time in force and at the discretion of the SAUL Trustee Company.

SAUL has two membership sections. The section in which members of staff will be enrolled is dependent upon whether they already have any period of membership within the SAUL scheme prior to 1 April 2023.

SAUL is a contributory scheme and the current contribution rates applicable from time to time can be found on the [Pensions website](#) or the respective section of the [SAUL website](#). Individuals who have any period of SAUL membership prior to 1 April 2023 will be eligible for the Defined Benefit (DB) section of the scheme. Individuals who do not have any previous period of membership within



SAUL will be initially eligible for the SAUL Start section of the scheme, which is a Defined Contribution (DC) arrangement. After three years of membership within the SAUL Start section of the scheme, employees will be automatically moved to the Defined Benefit section of the scheme for future service.

Contributions to the pension scheme will automatically be paid via the School's salary sacrifice arrangement. A salary sacrifice arrangement allows for National Insurance savings on pension contributions and therefore increases take home pay. Further important information regarding the salary sacrifice arrangement is available within the Pensions area of the Human Resources section of the [School's website](#).

Employees can elect not to participate in paying pension contributions via a salary-sacrifice arrangement by opting out of the salary-sacrifice arrangement immediately upon joining. Pension contributions paid under a non salary-sacrifice arrangement are not subject to PAYE tax, but National Insurance would become payable on the contribution amount.

Should individuals wish to fully opt out of SAUL scheme membership and obtain a refund of any contributions already paid into the scheme, they must do so within 30 days of receiving their joining information from Legal & General for staff enrolled into SAUL Start (the Defined Contribution section of SAUL).

Employees enrolled into the Defined Benefit section of the scheme are able to receive a refund of contributions if opting out within the first three months from joining if participating in the salary-sacrifice arrangement.

### **SAUL – Defined Benefit Section**

Employees who decide to opt out of the SAUL Defined Benefit section of the scheme, must complete an opt out form from this section of the SAUL website and return the completed form to [HR.Pensions@lse.ac.uk](mailto:HR.Pensions@lse.ac.uk)

Members of the Defined Benefit section of the scheme who are participating in the salary sacrifice arrangement are only able to receive a refund of contributions if opting out within the first three months from joining. After the initial three-month period they will become entitled to a deferred benefit within the scheme, as outlined in the 'Leaving employment' section above.

### **SAUL Start - Defined Contribution Section**

Members of the SAUL Start section of the scheme can opt out of membership on the first day of employment by completing an opt out form from Section 1 of this area of the SAUL Start website. The form must be returned to [HR.Pensions@lse.ac.uk](mailto:HR.Pensions@lse.ac.uk) and the LSE Pensions Team will process this before any contributions are paid across to Legal & General.

Employees must opt out via their online SAUL Start account once their first pension contribution has been paid to the SAUL Start section of the scheme. LSE is not able to process an opt-out for anybody who has already been processed as joining the SAUL Start section of the scheme.

To opt out within the first 30 days of receiving your enrolment notification from Legal & General, a member of staff must follow section 2 of the opt out guidance here. If they complete the optout notice within 30 days from receiving their enrolment notification, they will be entitled to receive a refund of their own contribution paid into the scheme.



To opt out after the first 30 days of membership, employees must follow section 3 of the optout guidance here. If the opt-out notice is completed after the initial 30 days of membership, employees are not able to receive a refund of any contributions paid into the scheme. Instead, contributions will remain invested to provide them with the options detailed in the 'Leaving employment' section above.

When considering opting out of SAUL membership, ideally, employees should seek independent financial advice with consideration to their individual circumstances. They should ensure that they fully consider that any saving made by not paying pension contributions will be taxed when paid in their monthly salary, and they will also be giving up additional valuable benefits associated with scheme membership, such as Death in Service cover.

This area provides a summary of the benefits an individual will be giving up when opting out of the Defined Benefit section of the scheme as well as those that a member of staff will be giving up when opting out of SAUL Start, the Defined Contribution section of the scheme.

All employers are now required by law to provide a workplace pension scheme for employees and pay money into it should a member of staff meet the government's qualifying criteria. This legislation requires that LSE must put their employees back into a pension scheme on a periodic basis if they have elected to opt-out of pension membership. They will therefore be re-assessed broadly every three years from the date at which LSE first had to follow the new pension laws, to determine whether they still qualify at that time. This process is known as reenrolment.

Eligible employees who are no longer in the pension scheme will therefore be automatically put back into pension scheme membership if they meet the qualifying criteria at the point of re-assessment. Important information regarding the auto-enrolment and re-enrolment process is available within the Pensions webpage.

For further information on SAUL, please email [HR.Pensions@LSE.ac.uk](mailto:HR.Pensions@LSE.ac.uk) or refer to the Pensions and SAUL ([www.saul.org.uk](http://www.saul.org.uk)) websites.

### Salary bands 6-10

Staff will normally be eligible to join the Universities Superannuation Scheme (USS). Full details of USS are available from the [Pensions webpage](#) or the [USS website](#). An employee's potential membership of and rights under USS are subject to the Rules of USS from time to time in force and at the discretion of the Trustees of USS. USS is a contributory scheme and the current contribution rates can be found on the Human Resources or USS website.

Contributions to the pension scheme will automatically be paid via LSE's salary sacrifice arrangement. A salary sacrifice arrangement allows for National Insurance savings on pension contributions and therefore increases take home pay. Members of staff who decide to opt out of the pension scheme membership cannot get a refund of their contributions paid if they have been in the scheme for three months or more. Further important information regarding the salary sacrifice arrangement is available within the Pensions area of the Human Resources section of [LSE's website](#).



Employees can elect not to participate in paying pension contributions via a salary-sacrifice arrangement by opting out of the salary-sacrifice arrangement immediately upon joining.

Pension contributions paid under a non salary-sacrifice arrangement are not subject to PAYE tax, but National Insurance would become payable on the contribution amount.

If a member of staff decides not to join USS, please visit the [USS Member website](#) and complete the Opt Out Form. This must be signed on or after their first day, and they should return the form to Human Resources reception desk or e-mail a scanned pdf version to [hr.pensions@lse.ac.uk](mailto:hr.pensions@lse.ac.uk)

All employers are now required by law to provide a workplace pension scheme for employees and pay money into it should individuals meet the overnment's qualifying criteria. This legislation requires that LSE must put their employees back into a pension scheme on a periodic basis if they have elected to opt-out of pension membership. They will therefore be re-assessed broadly every three years from the date on which LSE first had to follow the new pension laws, to determine whether they still qualify at that time. This process is known as reenrolment.

Eligible employees who are no longer in the pension scheme will therefore be automatically put back into pension scheme membership if they meet the qualifying criteria at the point of re-assessment. Important information regarding the auto-enrolment and re-enrolment process is available within the Pensions area of the Human Resources section of [LSE's website](#).

If a member of staff is eligible to join USS and elects not to do so, they will have the option of subsequently joining subject to USS Rules and the USS Trustee Company's discretion on eligibility from time to time in force. However, membership and pension benefits would not be backdated.

Members of staff should consider carefully whether electing not to join USS is in their best personal interests. Ideally they should seek independent financial advice with consideration to their own personal circumstances - as membership of USS currently includes a number of benefits including death-in-service insurance. If a member of staff elects not to join USS, they will be reassessed under auto-enrolment rules periodically and may be re-entered into the scheme. If re-entered into the scheme, an election to opt out can be re-submitted.

For further information on USS, please email [HR.Pensions@LSE.ac.uk](mailto:HR.Pensions@LSE.ac.uk) or refer to the Human Resources and USS ([www.uss.co.uk](http://www.uss.co.uk)) websites.

## 6 Working hours

### Salary bands 1-5:

Pay is calculated on the basis of a full-time member of staff working 35 hours per week (excluding lunch breaks), or a shift or other agreed working pattern which averages 35 hours per week over a year. Salaries are pro-rated for part-time staff.

The hours of work are as set out in the appointment letter, and subject to local flexibility which can be agreed with your line manager.

Members of staff may request a reduced working week during vacation time if local arrangements and operational requirements permit. Members of staff should raise the request with their line manager in the first





instance. Members of staff who are permitted to work reduced hours during vacation time will receive a reduced annual leave allowance as appropriate.

Members of staff may be requested to work occasional overtime, in which case they will be granted time off in lieu or, where this is not practical, an additional payment for the extra hours worked. Additional payments will be made in accordance with the School's overtime policy. Where there is an obligation to work overtime, this is set out in the letter of appointment.

Some members of staff who were appointed to post before implementation of the 2006 LSE Pay Framework Agreement have reserved rights in relation to working hours and holiday entitlements – see Appendix A Section 2 for details.

### **Salary bands 6-10:**

Pay is calculated on the basis of a full-time member of staff working 35 hours per week (excluding lunch breaks). Members of staff will normally be expected to work such hours and such days as are required to fulfil the responsibilities of their contract. Hence from time to time members of staff may be required to work above their paid weekly hours to fulfil their duties. Usually no payment will be made for the additional hours worked. However members of staff will not normally be expected to work continuous or heavy overtime.

### **All staff**

Members of staff working a standard working day have a one-hour unpaid lunch break. Where members of staff are required on occasion to work continuously for more than six hours, they will be allowed to take an unpaid rest break of 20 minutes during this time.

In the event of a serious breakdown in public transport (e.g. due to strike action or adverse weather conditions), members of staff are expected to make every reasonable effort to get to work unless alternative arrangements are agreed with their line manager.

## **7 Right to request flexible working**

The statutory right to request flexible working is an important means for employees to request a working pattern which supports their work-life balance. As part of LSE's commitment to support better work-life balance, employees can submit a flexible working request from their first day of employment.

The Flexible Working Policy and Procedure can be found on the HR website, as well as a Flexible Working Toolkit which explains flexible working options and the process for submission and consideration of formal requests in more detail. For specific advice about flexible working, please contact HR.

## **8 Holiday**

The holiday entitlement for full-time members of staff is 25 days' annual leave plus Winter closure (five extra days) and Spring closure (three extra days) plus public holidays (eight days per year). Details of closure days and public holidays are set out in the School Calendar.

The holiday entitlement for part-time members of staff (whether annual leave, closure days or public holidays) is pro-rated as appropriate. To work out your annual leave entitlement please use the Annual Leave Calculator which can be found on the Human Resources Website.

The leave year is the calendar year (however, if a Winter closure day falls in January, this is deemed to be in the previous leave year for the purposes of pro rating annual leave).



Members of staff should seek approval from their line manager before annual leave is taken. Members of staff should use the MyView self service system which can be found on the Human Resources website, to seek approval of their leave. Usually it is expected that members of staff should give their line manager notice of at least twice the length of the period of leave to be taken. Operational reasons may necessitate that leave requests cannot be granted at the preferred time.

Holiday leave accrues from the date of appointment throughout periods of paid service and according to statutory entitlements.

Holiday leave entitlement during a member of staff's first leave year shall be calculated on a pro rata basis to reflect their joining date. If a member of staff wishes to take unpaid leave to allow for arrangements made before joining the School, this can be agreed at the discretion of their line manager.

Certain School duties attract an additional entitlement to annual leave, on the approval of Human Resources.

Up to five days' leave may be carried over from one year to the next (pro rata for part-time staff). Agreement to carry over more than this is usually given only when there are strong personal reasons, or when School business has prevented staff from taking leave. For staff who have been unable to use their annual leave due to extended period(s) of sickness absence, they will be entitled to carry forward a maximum of twenty days of statutory holiday (pro-rata for part-time staff) into the following leave year. Staff will be required to use the additional leave that they have carried forward within eighteen months from the date of carry forward ie, by the end of June the following year.

See also section 10 below relating to sickness during holiday.

Some members of staff who were appointed to post before implementation of the 2006 LSE Pay Framework Agreement have reserved rights in relation to working hours and holiday entitlements – see Appendix A Section 2 for details.

## **9 Jury service and other public duties**

The School recognises the contribution made by staff to public duties in the community.

The School will pay full salary as usual whilst a member of staff is on jury service for up to two weeks. Members of staff do not therefore have to claim for loss of earnings from the Court for this period.

Where members of staff are allocated to a case that lasts more than two weeks, the School will ask them to claim for loss of earnings from the Court up to the maximum permitted by the Court. However, the School will in these circumstances still make up any shortfall between the permitted maximum which can be claimed from the Court and full salary. Members of staff should contact Human Resources for further advice.

During the period of jury service, there may be certain days when members of staff are given advance warning by the Court that they do not need to attend. They should attend to work as normal on these days.

At the end of their period of jury service, members of staff are asked to inform Human Resources of the days on which they were unable to attend work.

In accordance with statutory rights, the School permits members of staff who hold certain public positions reasonable time off (usually up to five working days) to attend meetings of



the relevant body or perform duties approved by the body. This time off is unpaid.

Members of staff holding certain non-political positions may apply for paid leave under the School's Staff Volunteering Leave provision.

For further details, please contact Human Resources.

## 10 Sickness absence

Members of staff who are unfit for work, because they are sick or injured, should follow the School's, and where appropriate, departmental procedures for reporting absence. Members of staff must inform their line manager or Head of Department on the first working day of absence unless the severity of their illness prevents this, in which case they must ask somebody else to do so on their behalf. They should at the same time inform the line manager or Head of Department when it is likely that they will be fit to return to work.

On their return to work, members of staff should complete an internal sickness absence notification on their MyView profile.

If members of staff are unfit for work for more than one calendar week they must also, as soon as possible, provide their line manager or Head of Department with a doctor's medical certificate completed by their GP and signed by themselves.

If the period of incapacity continues, they must continue to submit medical certificates promptly for the whole period of absence until they are declared fit to return to work.

Where in some cases, to assist full recovery, members of staff return to work on an agreed phased basis (i.e. attendance for fewer days per week and/or fewer hours per day than their normal contractual hours), those hours not worked shall be deducted from their sickness

entitlement. Members of staff and their managers shall continue to report unworked contractual hours as sickness absence, until there is a complete return to normal contractual hours.

Where members of staff have:

- frequent or regular periods of short term absence
- a period of long-term absence
- a health condition which is considered to be affecting performance.

The School may request medical information and reports to help to ascertain the medical position and its impact on attendance or performance. Further information on the School's procedures and external occupational health advisers can be found on HR web pages or from HR Partner.

Provided that members of staff comply with the notification procedure outlined above, their salary shall be paid at full or half-rate for a period according to the rules for calculating sick pay set out below.

Failure to observe the notification procedures outlined above may result in sick pay being withheld and members of staff may become subject to the appropriate disciplinary procedure.

For the purposes of calculating contractual (occupational) sick pay (OSP) and Statutory Sick Pay (SSP), all days of the week (Monday – Sunday) are counted for both entitlement and payment purposes.

In respect of any absence due to illness, the entitlement to contractual (occupational) sick pay, and the period for which it shall be paid, shall be determined by length of service as follows:



	Full pay	Half pay
<b>First 3 months' service</b>	2 weeks	2 weeks
<b>After 3 months' service</b>	2 months	2 months
<b>After 1 year's service</b>	3 months	3 months
<b>After 3 years' service</b>	5 months	5 months
<b>After 5 years' service</b>	6 months	6 months

except that, i) any days of paid sickness absence in the 12 months immediately prior to the first day of the absence shall be deducted from the entitlement, ii) where an absence is separated from an earlier absence by eight weeks (that is, 56 days), or less, the two absences will be linked and the entitlement will be calculated as at the first day of the first linked absence.

If entitlement to full pay expires whilst the member of staff is absent, in exceptional circumstances at the discretion of the Director of Human Resources, salary may continue to be paid at full or a lesser rate.

In accordance with statutory rights, Statutory Sickness Pay (SSP) shall be paid to staff if they are eligible, but any SSP due shall be offset against contractual (occupational) sick pay (OSP).

Line managers are required to record sickness absence for staff in their departments and will take appropriate action, in consultation with Human Resources, should there be cause for concern.

Doctor, dentist and hospital appointments should be arranged take place outside working

hours, or either at the beginning or the end of the day, wherever possible. If an appointment means an absence of a half-day or more, it should be recorded as sickness absence in the normal way.

### **Sickness during annual leave, public holidays and School Closure**

If a member of staff is sick during a period of booked annual leave, the appropriate number of annual leave days will be rescheduled, provided that the illness has been authenticated (generally by a medical certificate at the staff's own expense) in accordance with the School's sickness absence procedures. This means that the sickness absence should be reported, on the first day of sickness, to the relevant person in the division/department, in the normal manner. The period will be counted as sickness absence for sick pay and reporting purposes, once satisfactory authentication is received.

If a member of staff is sick during a public holiday or a School closure day, the holiday will not be able to be rescheduled for another time. Sickness during this time will be counted as sickness absence for sick pay and reporting purposes.

In the exceptional event that certified sickness absence has meant that an employee has been unable to take 28 days of holiday in a year (whether as leave, school closure or public holidays), then the School will permit the rearrangement of a further three days of leave, beyond the standard annual leave allocation of 25 days for the new leave year.

### **11 Unauthorised absence**

If an employee is absent from work, they are required to follow the relevant procedure in notifying the School of their absence. If the relevant procedure is not followed, the absence will normally be deemed



unauthorised absence. In such cases, the School may withhold pay and / or take disciplinary action.

## 12 Maternity leave

Under current legislation, all pregnant employees have a statutory right to 26 weeks' ordinary maternity leave plus 26 weeks' additional maternity leave and to reasonable paid time off for antenatal appointments, regardless of their length of service. Eligible staff are entitled (subject to compliance with statutory conditions) to Statutory Maternity Pay (SMP) for 39 weeks; the first 6 weeks are paid at 90% of normal weekly earnings and the following 33 weeks are paid at a fixed weekly rate set annually by the government. Those staff who do not qualify for SMP, may be entitled to Maternity Allowance and should contact their local Job Centre Plus for further advice.

In addition to current statutory entitlements, the School offers all staff, regardless of their length of service, 22 weeks' of full contractual (occupational) maternity pay (OMP). OMP is inclusive of Statutory Maternity Pay (SMP) during the 22-week period, and is usually followed by 17 weeks' SMP (subject to compliance with statutory conditions) and a further 13 weeks' unpaid leave, totalling 52 weeks contractual pay or OMP shall not extend beyond the end date of a contract.

A surrogate employee who gives birth is eligible for paid maternity leave provided that they meet the eligibility criteria.

The Maternity Leave Policy and Procedure can be found on the HR website. For specific advice about maternity leave and/or other family related policies, please contact your HR Adviser.

## 13 Paternity/Partner's leave

Under current legislation, fathers/partners who have completed 26 weeks' continuous service at the beginning of the 15th week before the expected week of childbirth (EWC) are eligible to apply for up to 10 days' (pro-rated for part-time staff) statutory paid paternity leave and Statutory Paternity Pay (SPP), which is a fixed weekly rate set annually by the government. In addition to these statutory rights, the School offers all employees, regardless of their length of service, up to 20 days' full contractual (occupational) paternity/partner's pay (OPP), pro-rated if part-time, which is inclusive of SPP.

Paternity/partner's leave should be taken on or around the birth of the child and usually within eight weeks of the child being born.

Eligible parents in a surrogacy arrangement who are entitled to and intend to apply for a Parental Order under the Human Embryology and Fertilisation Act 2008 will be able to take paternity/partner's leave and pay (birth and adoption).

Fathers/partners have a statutory right to unpaid time off to attend up to two antenatal appointments. However, the School offers reasonable paid time off for up to two antenatal appointments.

In all cases of paternity/partner's leave, members of staff should notify a member of their manager and HR Adviser as soon as possible, but at least 28 days before it is anticipated that the leave will start.

The Paternity/Partner's leave Policy and Procedure can be found on the Human Resources website. For specific advice about paternity/partner's leave and/ or other family related policies, please contact your HR Adviser.



## 14 Adoption leave

Under current legislation, an employee who is newly adopting a baby or child and who is the main adopter has a statutory right to 26 weeks ordinary adoption leave (OAL) plus 26 weeks additional adoption leave (AAL) and reasonable paid time off for up to five pre-adopting leave meetings, regardless of their length of service. A member of staff in a surrogacy arrangement, who meets the relevant qualifying criteria and who applies for a parental order in relation to a child born under a surrogacy agreement, will also qualify for this adoption leave.

Eligible staff will (subject to compliance with statutory conditions) be entitled to Statutory Adoption Pay (SAP) for 39 weeks; the first six weeks are paid at 90% of normal weekly earnings and the following 33 weeks are paid at a fixed weekly rate set annually by the government. The qualification period for SAP is 26 weeks of continuous service with the School, ending with the week in which the adopter was notified of having been matched with a child by an adoption agency

In addition to these statutory entitlements, the School offers all staff, regardless of their length of service, 22 weeks of full contractual (occupational) adoption pay (OAP). OAP is inclusive of Statutory Adoption Pay (SAP) during the 22-week period, and is usually followed by 17 weeks SAP and a further 13 weeks 'unpaid leave, totalling 52 weeks. Contractual pay or OAP shall not extend beyond the end date of a contract.

A member of staff adopting a child, but who is not the main adopter, may be eligible for paternity leave and should check the School's Paternity Leave Policy and Procedure on the HR website.

The Adoption Leave Policy and Procedure can be found on the HR website. For specific advice about adoption leave and/or other family related policies, please contact your HR Adviser.

## 15 Neonatal Leave

In the case of premature births, in addition to the maternity, adoption, and paternity/partner's leave provisions, qualifying employees are entitled to an additional period of leave which is paid at full pay (pro-rata for less than full-time employment).

An employee whose baby/adopted baby is born prematurely is entitled to neonatal leave for every week (i.e. seven days) that their baby is in neonatal care prior to the Expected Week of Childbirth (EWC), (for a minimum of one week and up to a maximum of 12 weeks).

## 16 Shared Parental Leave (SPL)

SPL enables parents to share caring responsibilities during the child's first year following birth or placement. Unlike maternity/adoption leave, eligible employees can stop and start their SPL and return to work between periods of leave and can submit three notices to book periods of leave. SPL can be used alongside, or instead of, maternity or adoption Leave.

The amount of SPL available is calculated using the mother's entitlement to maternity/adoption leave, which allows parents to share up to 50 weeks' leave.

Under current legislation, staff seeking to take Shared Parental Leave (SPL) must, for example, have worked for the same employer for a continuous period of at least 26 weeks at the end of the 15th week before the week in which the child is due (or at the end of the week in which an adopter was notified of having been matched with a child or adoption)



and still be employed in the first week that SPL is to be taken. The other parent must have worked for 26 weeks' in the 66 weeks leading up to the due date and have earned above the maternity allowance threshold in 13 of the 66 weeks. The School's Shared Parental Leave Policy and Procedure gives details of other eligibility and notice requirements under current legislation.

To qualify for Statutory Shared Parental Pay (ShPP) the employee, must have the appropriate continuity of service (employment by the employer for at least 26 weeks at the 15th week before the child's due/matching date and still an employee in the first week of SPL), and must also have earned an average salary of the lower earnings limit or more for the eight weeks prior to the 15th week before the child's due date or placement.

Eligible staff will (subject to compliance with statutory conditions) be entitled to a maximum of 37 weeks' ShPP less the number of weeks of the statutory maternity / adoption pay received by the mother. ShPP is paid at a fixed weekly rate, which is set by the government annually.

In addition, eligible staff are entitled Contractual Shared Parental Pay, subject to their qualifying for SPL and ShPP, of up to a maximum of 16 weeks' full pay. This is not in addition to payment of ShPP or Contractual Maternity Pay. A maximum of 16 weeks' contractual ShPP is only payable during the 37 weeks in which statutory shared parental pay is available. Contractual Shared Parental Pay shall not extend beyond the end date of a contract.

The Shared Parental Leave Policy and Procedure can be found on the HR website. For specific advice about SPL and/or other family related policies, please contact your HR Adviser

## 17 Parental leave

Under current legislation, eligible employees can take up to a maximum of 18 weeks' unpaid parental leave, per child, up until the child is 18 years of age. The maximum amount of parental leave that may be taken in any one year, in respect of a child, is usually four weeks. In addition, the School offers further flexibility by allowing the following patterns of parental leave:

- one complete block of four weeks;
- several one-week periods;
- shorter working weeks.

If the dates requested for taking a block of leave would substantially prejudice the School's work, then the leave may be postponed but not indefinitely and not usually for more than six months. The School cannot postpone parental leave requested to immediately follow childbirth or adoption.

The Parental Leave Policy and Procedure can be found on the HR website. For specific and confidential advice about parental leave, please contact your HR Adviser

## 18 Time off for emergencies

An employee who is the main carer of a dependant can request reasonable time off as dependants' leave to deal with an emergency involving that dependant. The duration of dependants' leave may vary but will be up to a maximum of two days per year in most circumstances and will be paid at the employee's normal rate of pay.

Members of staff are expected to contact their line manager at the earliest opportunity in order to explain the situation. Requests for additional unpaid leave may be made.

For further information, please refer to the Human Resources website.



Entitlement to dependants' leave is calculated using a rolling 12-month period and no carry-forward is possible.

## 19 Compassionate leave

Members of staff are allowed paid leave of up to two days for the death and attendance at the funeral of immediate family members, other close relatives or other people with whom they had a close continuing relationship. If members of staff are responsible for making the funeral arrangements, up to a total of five working days' paid leave for planning and attendance may be given. Applications for all compassionate leave in these circumstances should be made to Heads of Department/ Heads of Service. Heads of Department/ Heads of Service may exercise discretion in approving compassionate leave above the normal allowance as each request needs to be judged on the circumstances of the case – such discretion should be exercised in consultation with the relevant HR Partner.

Paid leave may also be given when a close relative is terminally ill or when, in the absence of other nursing arrangements, members of staff are responsible for care. The total amount of leave should normally be not more than 15 working days. If members of staff need to apply to their line manager for such leave, possible they should do so in advance whenever possible.

For advice, members of staff and line managers should contact their HR Partner.

## 20 Equity, Diversity and Inclusion

One of the six key priorities stated in the LSE Strategy 2020 is to "Strengthen our commitment to equity, diversity and inclusion and take relevant action throughout the institution". We are committed to building a diverse, equitable and truly inclusive university.

As an employer, LSE strives to ensure that all its members of staff are able to develop to their full potential and are treated with dignity and respect. We seek to ensure that people are free from discrimination on the grounds of age), disability, race, nationality, ethnic or national origin, gender, gender identity, religion or belief, sexual orientation, marriage and civil partnerships, pregnancy and maternity, personal circumstances, political affiliation or trade union membership.

Staff members are expected to demonstrate mutual respect, open-mindedness, and integrity; to recognise their own unconscious biases and take steps to mitigate these; and to foster an inclusive environment which values equality of opportunity and diversity.

## 21 The Ethics Code

All employees have a responsibility to act in accordance with the School's Ethics Code and to promote the principles and values that the Code enshrines. The Ethics Code clearly states that the whole LSE community, including all staff, students, and governors of LSE, are expected to act in accordance with the principles which are set out in the School's Ethics Code. As such members of staff are required to read and familiarise themselves with the Ethics Code. The Six core principles are summarised below and the full code can be accessed at [lse.ac.uk/ethics](https://lse.ac.uk/ethics)

- Responsibility and Accountability: In order to uphold our commitment to responsibility and accountability, we will embed the principle of individual responsibility at every level of the School's management and governance structures and raise concerns relating to ethical matters as they arise.





- **Integrity:** In order to uphold our commitment to integrity, we will be honest and truthful; act in accordance with all relevant legislation and statutory requirements; declare interests and manage appropriately possible conflicts; be transparent and consistent in our decision making; maintain our independence in engaging with outside parties and conduct fundraising activities in line with the principles set out in the Ethics Code.
- **Intellectual Freedom:** In order to uphold our commitment to intellectual freedom, we will: protect individuals' freedom of expression and uphold the freedom to research and convey research findings.
- **Equality of Respect and Opportunity:**
- **Collegiality:** In order to uphold our commitment to collegiality, we will promote within the School an inclusive and participatory working and social environment in which we encourage, support and behave appropriately to one another.
- **Sustainability:** In order to uphold our commitment to sustainability, we will minimise any negative impact we may have on the natural and built environment by effectively managing our resources.

## 22 Health and safety

Members of staff have responsibilities in relation to health and safety and must comply with the LSE's Safety Policy. Failure to do so may lead to a disciplinary action. The full text of the Safety Policy can be found on the Health and Safety website.

## 23 Visual display units and eyesight tests

In accordance with statutory rights, assistance is available towards the cost of an eyesight test for those who work with visual display equipment as a significant part of their

normal working hours. Additionally the School provides a further contribution towards the cost of corrective lenses/glasses needed for VDU work.

For further information please contact the Human Resources Division or refer to the Human Resources website.

## 24 Smoking policy

Smoking including e-cigarettes is prohibited inside all buildings on the Houghton Street campus, all LSE halls of residence, including residents' rooms, and any other building or facility managed by the School. The prohibition extends to building entrances, including doorways, steps and ramps and external fire escape stairways and escape routes.

## 25 The Regulations for Internal Financial Management

All members of staff have a general responsibility for the security of the School's property, for avoiding loss and for due economy in the use of resources. Compliance with financial regulations and procedures is compulsory for all staff connected with the School. Failure to do so may lead to disciplinary action.

The Regulations for Internal Financial Management are updated annually and the current version can be found on the Finance Division website.

## 26 Data Protection Act 2018

The School recognises that in the course of its activities it collects stores and processes personal data about its staff, students, applicants, alumni and members of the general public. The School is committed to protecting the rights and freedoms of individuals with respect to the processing of their personal data, recognizes its obligations



as a data controller within the meaning of the EU General Data Protection Regulation and the Data Protection Act 2018, and undertakes to ensure that the personal data of its employees, students, applicants, alumni and members of the general public are managed in accordance with all applicable data protection laws.

To that end, the School:

- i. maintains a Data Protection Policy, which is available from the School website; and
- ii. undertakes to collect and process information relating to employees only in accordance with that Policy and its associated policies, procedures and guidance, all of which are available from the School website;

All members of staff have a responsibility to manage the personal data of other staff, students, applicants, alumni and members of the general public in line with the Policy and its associated policies, procedures and

guidance. Any breach of the Policy may lead to disciplinary action.

## **27 Freedom of Information Act 2000**

Members of staff are responsible for managing their records so that they can respond to Freedom of Information requests within 20 working days. They also need to be aware of what is on the Publication Scheme, so that they can point requesters to it. The Publication Scheme should also be used proactively to publish as much information as possible.

For further information and advice please refer to the School's Freedom of Information website.

## **28 Conditions of Use of IT Facilities**

Members of staff must comply with the Conditions of Use of IT Facilities. Failure to do so may lead to disciplinary action. These conditions are updated periodically by Data

and Technology Services(DTS) and the current version can be found on the DTS website.

## **29 Emergency access to emails**

Members of staff who are on holiday or absent from the School for any other reason should set up an "Out of Office" message for the duration of their absence and, if appropriate, leave a contact number. Members of staff should be aware that their emails could be checked for any legitimate search for relevant School-related messages if they are either absent or on holiday, and it is not possible to contact them (either because they are on holiday or have not left a contact number) or if they have left the service of the School.

Members of staff should be aware that their emails could be checked for any legitimate search for relevant School-related messages once they have left the service of the School.

## **30 Use of telephone**

The School has a telephone system that automatically logs details of all calls (ie,the recipients and duration) made and received. Members of staff should be aware that telephone usage records are sent to managers on a monthly basis.

Personal calls should, as far as practicable, be made outside working hours. Members of staff may however use the School phone system during working hours to make short occasional personal calls to local or national numbers.



Members of staff who need to make personal calls of a longer duration, or calls to international numbers should do this in their own time. These calls may be made by using their personal account on the School's telephone system.

### **31 Use of furniture**

The School has a right to expect any locked drawers or cupboards to be opened on request. Members of staff who are on holiday or absent from the School for any other reason should leave a key with colleagues to allow access, as appropriate.

### **32 Additional work outside of normal contract**

Members of staff shall be required to obtain the permission of the Director of Human Resources before undertaking any standing, regular or frequently recurring commitment to do work for any body (including the School itself) which may impede the proper performance of their existing School duties or may (when aggregated with their existing contracted duties with the School) involve them working in excess of 35 hours per week.

### **33 Political activities**

Guiding Principles of the School:

Members of staff must act in accordance with the Guiding Principles of the School set out in Section 14 of the Articles of Association that were approved on 22 January 2019, or any subsequent guiding principles set out in an amended or updated version of the same document.

### **34 Trade union membership**

The School recognises the following trade unions for the purposes of collective bargaining: the University and College Union

(UCU), UNISON and Unite. Members of staff usually choose to join the union which represents their staff group (see Section 1). For further information please contact the membership secretaries which can be found on the School's website.

The names of the current membership secretaries and the subscription rates can be found on the Human Resources website.

### **35 Copyright**

The copyright of work that members of staff produce as part of their employment shall belong to the School.

### **36 Resignation, end of fixed-term contracts and notice periods**

The conditions relating to resignation and notice periods are the same during and after the completion of review periods.

#### **Salary bands 1-5**

Members of staff can resign by giving at least four weeks' notice in writing; this notice may be shortened or extended by mutual agreement, but notice periods shall not be extended during closure periods.

If the School decides to terminate the contract of a member of staff, the greater of four weeks' notice or one week's notice for each completed year of continuous service will be given, up to a maximum of 12 weeks' notice.

#### **Salary bands 6-10**

Members of staff can resign by giving at least three months' notice in writing; this notice may be shortened or extended by mutual agreement, but notice periods shall not be extended during closure periods.

If the School decides to terminate the contract of a member of staff, three months' notice will be given.



### **All staff:**

The School may terminate a member of staff's employment without notice or payment in lieu of notice in the case of gross misconduct.

Where appointments are for a fixed term, consultation with the member of staff will normally take place if the contract is to terminate upon its expiry; However, no period of notice other than that implicit in the letter of appointment on a fixed term basis is required to bring the contract to an end on the expiry date.

The School may choose to terminate employment by making a payment in lieu of notice.

On termination of employment, the member of staff's holiday leave entitlement in the relevant leave year will be recalculated pro-rata to the proportion of the leave year for which they have been employed. Where members of staff have not already taken their full entitlement (as adjusted), a corresponding lump sum will be paid with their final salary as a payment in lieu of the untaken entitlement. Where members of staff have already taken more holiday leave than their adjusted entitlement, a deduction will be made in their final salary.

Any outstanding loans or advances will be deducted from the final salary. If the outstanding amount exceeds any final salary, direct payment should be made payable to the School. For further information, please consult with Finance Division.

## **37 Retirement**

Staff are encouraged to have open discussions with their Head of Department/ Head of Service as early as possible in their planning for retirement. However, staff will be invited by their Head of Department/Head of Service to attend a formal meeting to discuss their plans

during the year in which they reach the age of 62.

Staff who wish to retire from the School are required to resign in writing from their post, to their Head of Department/Head of Service (copy to HR) providing at least their contractual notice. Human Resources will acknowledge receipt and confirm acceptance of the request to retire by reason of resignation.

Staff wishing to transition to an agreed retirement date can submit a request to work flexibly. Staff wishing to request to work flexibly should submit any such request to their Head of Department/Head of Service no later than 12 months prior to any proposed commencement of any such flexible option.

The School's pension schemes (USS and SAUL) still retain a Normal Pension Age (NPA), as will the State Pension.

Staff are advised to read the School's Retirement Guidelines for further information. This document can be found on the Human Resources website.

## **38 Procedures**

The following procedures (as amended from time to time) will apply to all professional service staff and form part of the contract of employment:

- Disciplinary Procedure for Professional Services Staff (as appropriate to salary band)
- Capability Performance Procedure for Professional Services Staff
- Capability Health procedure for Professional Services Staff
- Policy on alcohol and drugs misuse at work
- Grievance Procedure for Professional Services Staff (as appropriate to salary band)



- Procedure for complaints of sexual harassment by students
- Redundancy Procedure for Professional Services Staff.

These procedures are available on the Human Resources website.

Information on the procedure for resolving complaints about harassment (including bullying) is also available on the LSE's website.

## Other benefits

Sections 39-50 refer to other benefits offered by the School, organisations associated with the School or other third parties. The information contained within these sections is provided for information only, is subject to change and is not in any way to be considered contractually binding as between members of staff and the School.

### 39 Training and development

The School's Human Resources Division offers comprehensive support to all professional services staff in a wide range of skills areas. Funding is also available to undertake external study in more specialised areas.

You will also be asked on occasion to undergo mandatory learning and development on topics that are vital to the School. Other development opportunities are also provided by Health and Safety and DTS.

For support and guidance on all learning and development issues please contact HR.

### 40 Childcare Support

LSE has a partnership scheme with three local nurseries that can provide staff (and

students) with discounted childcare close to campus. There is a salary sacrifice scheme to assist members of staff who use these nurseries.

For further information on the salary sacrifice scheme please check the [LSE Nursery Partnership website](#).

### 41 Library

As a member of professional services staff you will have automatic membership of the LSE Library- Internationally recognised as a major social science library.

### 42 Events

LSE provides a regular programme of lectures and seminars on a wide range of subjects, including politics, society, culture, architecture and art. Other events include evening and lunchtime concerts. These events are normally free to members of staff. Details of events can be found at the Events Webpage

### 43 Staff Common Room

Membership of the Staff Common Room is open to all members of staff. Membership gives access to the Staff Dining Room and to the Staff Common Room itself, where a large number of newspapers and periodicals are available. For further information on other events, subscription rates and applications, please contact the SCR at [SCRcommittee@lse.ac.uk](mailto:SCRcommittee@lse.ac.uk)

### 44 Season ticket loans

Applications may be made by members of staff for a loan to cover the cost of an annual second class season ticket for travel between home and the School, provided that the member of staff's contract of employment is not due to expire before the expiry date of the season ticket, or the member of staff repays the loan before the end of their contract, and



that the member of staff has completed at least three months' continuous service. Where a season ticket loan has been granted, staff will be expected to use their season ticket when travelling on School business whenever possible. For further information please see the Finance Division website. .

#### **45 Cycle to Work Scheme**

Eligible staff have the opportunity to lease bicycles and cycle safety equipment (for commuting purposes) free of income tax, National Insurance and partially free of VAT. The School is in partnership with Cyclescheme which offer staff the choice of a large network of partner bike retailers. For more information and details on eligibility, please see the Finance Division website.

#### **46 Remission of fees**

Applications may be made by members of staff for remission of fees in respect of degree and diploma programmes taken at the school. The remission of fees policy is available on the Human Resources website.

#### **47 LSE Student Union Gym**

Members of staff are eligible to apply for membership of the LSE Student Union Gym. Most staff will also be eligible for a loan through payroll to cover annual membership to the gym. For further details, see the HR and/or LSESU Gym website.

#### **48 Staff counselling Service**

The School offers a counselling service available to help with any work-related and/ or personal problems. For further details see Staff Counselling Service website.

#### **49 Private health care**

Health insurance can be organised via Eduhealth, who offer University staff discount on BUPA

products. Staff interested in this option should visit the Eduhealth website [www.eduhealth.co.uk](http://www.eduhealth.co.uk)

#### **50 Faith Centre**

All religious faiths are widely represented in London, and major world religions are well represented in the School's cosmopolitan atmosphere. The Faith Centre offers a welcome and hospitality to all, as well as the opportunity to talk to a chaplain at any time. For further details see the Faith Centre website.

## Appendix A

### **Reserved rights under the 2006 LSE Pay Framework Agreement**

#### **Holiday and working hours (Salary bands 1-5)**

Members of staff who were assimilated to Bands 1-5 as a result of the implementation of the 2006 LSE Pay Framework Agreement, and who previously worked according to the standard School opening hours of 9.30am to 5.30pm during term time with an earlier closing time of 5pm during vacations with an unpaid one hour lunch – or the equivalent number of hours, if a shift pattern was worked – may elect to retain their previous entitlement to annual leave (ie, 20 days' paid leave a year in addition to the days that the School is closed at Christmas, Easter and public holidays, rising in accordance with length of continuous service to 21 days after five years' service, 22 days after seven years' service and 23 days after 12 years' service) while continuing also to work a 7 hour day during term time (excluding 1 hour unpaid lunch break) and a 6.5 hour day during vacation (excluding 1 hour unpaid lunch break) – or the equivalent number of hours if a shift pattern is worked. Working hours and leave entitlements for part-time workers are pro rated as appropriate.



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This information can be made available  
in alternative formats, on request.

Please contact: Human Resources

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