LSE

THE LONDON SCHOOL OF ECONOMICS AND POLITICAL SCIENCE

# Tutorial and Fellow 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 other procedures specified in this handbook.

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

The letter of appointment also confirms whether employment is on a full or part-time basis and whether this employment is for a fixed period of time or is of indefinite duration.

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

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 rights under legislation.

Unless otherwise stated, the terms and conditions in this handbook apply to all tutorial and fellow staff.

The standard terms and conditions of employment relating to tutorial and fellow staff shall be amended only after consultation with the Local University and College Union (UCU).

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

On or before appointment members of staff shall either be given a job description or a written outline of their duties. Responsibility for any future updating is shared between members of staff and their line manager.

On joining, members of staff are required to show adequate documentation to confirm their eligibility to work in the United Kingdom. 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

Appointments shall be subject to a period of review, normally of six months. 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. Appointments at salary band 8 or above shall be subject to a 12-month review period.

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

#### Salary bands 1-5:

A review shall be held prior to the end of the review period, when their line manager shall advise members of staff whether the contract will be confirmed, the review period extended or the contract terminated with notice.

The decision will be confirmed by Human Resources in writing as soon as possible.

#### Salary bands 6-10:

The line manager shall submit a written report to the Academic Support Research and Teaching Contribution Committee. The Committee shall decide whether the contract will be confirmed, the review period extended or the contract terminated with notice. The decision will be confirmed by Human Resources in writing as soon as possible.

#### 4 Career opportunities

The School believes that the training and development of all staff is in the interests of the School, its constituent departments and of the individual staff members themselves. The Teaching and Learning Centre, Library, IT Services, Human Resources Division, Language Centre and Careers Service all offer a range of internal development and support activities. This includes opportunity for one-to-one support and development around a wide range of issues, seminars and workshops, on-line resources, and in-house newsletters and guides. There is provision for staff at all stages of their careers, though there is particular emphasis on training and developments for those new to LSE with a range of specialised induction programmes. For further details on this provision, contact tlc@lse.ac.uk, visit the Teaching and Learning website: teaching.lse. ac.uk/ which, despite its name, also addresses issues of staff development related to research and academic management/administration and/ or the various individual providers.

# 5 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 issued 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 Human Resources immediately.

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

The School is committed to recognising and rewarding the exceptional contribution and outstanding performance of individual members of staff and has systems in place to ensure this happens in a fair, consistent and timely way. Additional reward for exceptional contribution of support staff in Salary Bands 1-9 is considered by the Academic Support Research and Teaching Contribution Committee (ASRTCC) and for support staff in Salary Band 10 the Senior Staff Contribution Committee.

Promotion 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.

#### 6 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 salarysacrifice 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** 

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** 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 can 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 reassessed 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 autoenrolment and re-enrolment process is available within the Pensions webpage.

For further information on SAUL, please email <u>HR.Pensions@LSE.ac.uk</u> or refer to the Pensions and SAUL (<u>www.saul.org.uk</u>) 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 salarysacrifice 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** 

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 autoenrolment 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 or refer to the Human Resources and USS (www.uss.co.uk) websites.

# 7 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.

The hours of work are as set out in the appointment letter or agreed with the line manager.

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 payment 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.

#### 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 (eg, 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.

#### 8 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.

# 9 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).

The holiday entitlement for part-time members of staff (whether annual leave, closure days or public holidays) is pro rated as appropriate.

The leave year is the calendar year (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. 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 cannot be granted at the preferred time.

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

# 10 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 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 up to the maximum permitted by the Court. However, the School will in these circumstances still make up any shortfall between the permitted maximum 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 come 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 when 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 also apply for paid leave under the School's Volunteering4All scheme.

For further details, please contact Human Resources.

# 11 Sickness absence

Members of staff who are unfit for work, because they are sick or injured, 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 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 form.

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.

Provided that they 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.

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

	Full pay	Half pay
First 3 months' service	2 weeks	2 weeks
After 3 months' service	2 months	2 months
After 1 year's service	3 months	3 months
After 3 years' service	5 months	5 months
After 5 years' service	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 link 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, 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.

Where, to assist full recovery, members of staff return to work on an agreed phased basis (ie, attendance for fewer days per week and/or fewer hours per day than their normal contractual hours), 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 leave, until there is a complete return to normal contractual hours.

#### 12 Maternity leave

Pregnant members of staff have a statutory right to take paid time off for antenatal care appointments and a basic statutory entitlement to 26 weeks of ordinary maternity leave and 26 weeks of additional maternity leave.



In addition, LSE offers all staff, regardless of their length of service, 22 weeks of full contractual (occupational) maternity pay (OMP) (pro rata if part-time). This contractual maternity pay is inclusive of Statutory Maternity Pay (SMP) during the 22-week period and is usually followed by 17 weeks SAP (subject to compliance with statutory conditions). Contractual pay shall not extend beyond the end date of a contract.

A surrogate female employee who gives birth is eligible for paid maternity leave provided that she meets the eligibility criteria. Full details of the School's maternity policy and procedures can be found on the Human Resources website.

For specific and confidential advice, members of staff should arrange an interview with their HR Adviser in Human Resources.

#### 13 Paternity/Partner's leave

Eligibility for paternity leave is in accordance with statutory rights.

Members of staff 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 10 days' statutory paid paternity leave.

In addition, LSE offers all staff, regardless of their length of service, up to 20 days' full contractual (occupational) paternity/ partner's leave and pay (pro rata if part-time). Contractual paternity pay is inclusive of Statutory Paternity Pay (SPP).

The Paternity/Partner's Leave Policy and Procedure are available on the Human Resources website. In all cases of paternity/ partner's leave, members of staff should notify their HR Adviser in Human Resources.

#### 14 Adoption leave

Eligibility for adoption leave is in accordance with statutory rights. Members of staff who have completed 26 weeks' continuous service ending with the week in which the adopter was notified of having been matched with a child by an adoption agency are eligible to apply for 39 weeks' statutory paid leave followed by a further 13 weeks' unpaid leave. For further information staff should contact a member of the HR Services team.

In addition, LSE offers 22 weeks' full contractual (occupational) adoption pay (OAP) to all members of staff, regardless of their length of service. OAP is inclusive of Statutory Adoption Pay (SAP) during the 22-week period and is usually followed by 17 weeks SAP (subject to compliance with statutory conditions). Contractual pay will not extend beyond the end date of a contract.

#### **15 Neonatal Leave**

In the case of premature births, in addition to the maternity 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 is born prematurely and requires hospital treatment for seven days or more 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), (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 antenatal care

Fathers, partners or parents where the child is born through a surrogate do not have a statutory right to time off to accompany the birth mother to antenatal appointments.

The School, however, does recognise the importance of giving support to the birth mother and being involved with important decisions about the pregnancy and baby. Employees wishing to accompany the birth mother to antenatal appointments should speak to their line manager about the possibility of paid time off to attend the appointments.

# **19** 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 carryforward is possible.

# 20 Compassionate leave

Members of staff are allowed paid leave of 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 their 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, wherever possible they should do so in advance.

For advice, members of staff and Heads of Department/Heads of Service should contact their HR Partner.

# 21 Equality and diversity

Equality and diversity are central to the aims and objectives of LSE. The London School of Economics and Political Science actively promotes the involvement of staff and students, men and women, from all social, economic, ethnic, cultural and religious backgrounds. LSE recognises that this is integral to ensuring that it delivers the best possible service to its students, staff and the wider community.

In all employment relationships entered into by the School, it will seek to ensure that people are free from discrimination on the grounds of age (subject to statutory retirement requirements), disability, race, nationality, ethnic or national origin, gender, gender reassignment, religion or belief, sexual orientation, marriage and



civil partnerships, pregnancy and maternity, personal circumstances, political affiliation or trade union membership.

The diversity of staff and the participation of staff in the School's decision-making processes are two of the nine institutional values stated in the Strategic Plan 2011-2016. 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. Policies and procedures have been developed and are constantly reviewed in order to ensure that the needs of all staff are met.

#### 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 be a disciplinary offence. The full text of the Safety Policy can be found on the Health and Safety website. Certain sections are reproduced in Appendix A.

# 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 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.

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

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 principles of the Data Protection Act 2018 and the London School of Economics' privacy notices.

Advice on the application of Data Protection principles should be sought if necessary from the School's Data Protection Officer. For further information please refer to the School's Data Protection website.

# 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. These conditions are updated periodically by IT Services and the current version can be found on the IT Services 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 Assistant" 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).

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 School before undertaking:

- teaching during term, other than the delivery of a small number of special lectures, for any body other than the School
- any standing, regular or frequently recurring commitment to do paid work for any body other than the School
- any other paid works which might impede the proper performance of their duties of teaching, research and participation in the life and administration of the School.

Members of staff may not hold appointments concurrently with other institutions without the express permission of the Director of the School and Director of Human Resources.

Part-time members of staff may not hold an appointment concurrently with another institution where the total contracted employment at the School and the other institution exceeds a full-time position. Part- time members staff employed at



the School must inform the Director of Human Resources in writing of the details of any other part-time post held at another institution.

The Council has drawn up a set of principles that will guide them in their consideration of applications for permission to do outside work as follows:

#### School policy on outside activities in general

The School recognises that outside activities. such as lectures, broadcasts, and consultancy, are usually of benefit to the School and its staff. They enhance the image of the School, help create collaborative links, and provide direct feedback into teaching and research. Clearly, however, the School needs to ensure that outside activities do not compromise the normal activities of the School, and that the School does not become inadvertently responsible for the actions of an individual. This Code of Practice is intended to clarify rather than replace formal terms and conditions of employment. There is no intention that it should impose restrictions on voluntary and unpaid work. With certain limited exceptions, in the case of full-time appointments, no outside work with other parties outside the School, or personal business activities may be undertaken without the prior permission of the Director. The following activities will not require prior permission unless there is any reason to believe that they may interfere with the responsibilities which the members of staff concerned have by virtue of their School appointment:

- External examining
- Work arranged via the Research Division or LSE Enterprise Ltd
- Occasional lectures and broadcasts
- Authorship of books and other learned publications

- Consultations, answering queries, etc in response to ad hoc requests. (If such work is found to lead to significant and continuing activity, say more than 5 days, then the permission of the Director will be required.) In all such cases it is the responsibility of members of staff to consult with their Head of Department, and inform the outside body that they are acting as an individual and not on behalf of the School and that the School accepts no responsibility for opinions or advice given
- Occasional teaching.

# Outside work undertaken as a purely private activity

With the above limited exceptions, in the case of full-time appointments, no outside work with parties outside the School may be undertaken without the prior permission of the Director.

When members of staff are granted such permission, the work undertaken is regarded with the exception of work arranged via Research Division or LSE Enterprise Ltd as being outside the course of their employment by the School. Unless any other arrangement is deemed appropriate by the School, as for example where the outside work affects the extent to which members of staff are able to fulfil the responsibilities arising by virtue of their School appointment, members of staff are entitled to the revenue which arises from the activity and the School will have no interest in any rights from the activity. Members of staff will not have the right to use School facilities including those of its Departments or Central Services and will have to pay the full economic cost for such facilities as they may be permitted to use. Members of staff should not use the School's notepaper or any other medium whereby the name of the School might be introduced into



such activities without authority. Applications for permission to undertake work as a purely private activity must be submitted to the Director and include the following information:

- The name of the member(s) of staff concerned
- The title of the project and a brief description of the work involved
- The proposed starting date and duration of the work
- Full details of School facilities required (for the calculation of the full economic cost)
- An undertaking that the work will not interfere with the teaching and other normal School duties of the member(s) of staff concerned
- The written approval of the relevant Head of Department.

The Director will consider the application with advice as appropriate. The Director will give a decision on the application within a timescale commensurate with the level of urgency indicated by the applicant. Applications are considered against the following guidelines:

- That the work to be undertaken is normally not incompatible with the research and scholarly objectives of the School
- That the full economic costs arising out of the use of any School facilities are fully recoverable
- That the work does not conflict with the interests of the School through any other outside work currently being undertaken or planned as a School activity arranged through LSE Enterprise Ltd or the Research Division

- That the total commitment of the individual to such outside work is reasonable. As a guide it is considered that outside work in excess of 50 days per academic year would conflict with normal duties. The Director will have the discretion to approve applications for more than 50 days on an individual basis
- The extent of any other outside work currently being undertaken by the member of staff concerned and/or the results of any outside work previously undertaken. In granting approval the Director will remind the members of staff concerned of the considerations set out under the section, "Outside Work Undertaken as a Purely Private Activity".

#### Legal liability on private outside work

When a member of staff is granted permission to undertake private outside work, the School will, as appropriate, write to the agency concerned stating that the member of staff is acting in a personal capacity and that the School accepts no liability. This must be done before an agreement is signed hence the requirement that prior permission must be obtained.

The School's Professional Indemnity Insurance does not cover a member of staff undertaking outside work in a private capacity.

The School will not in any circumstances be liable for any negligence arising from a member of staff's performance of outside work unless carried out via LSE Enterprise Ltd or the Research Division. It is for the member of staff concerned to decide whether to insure personally against any liabilities incurred in the course of or as a result of this work.



However, the School's academic members of staff are covered by the School's insurance policy when they act as external examiners for other institutions.

NB: The following note does not form part of the Code, but is provided for guidance and clarification.

#### Contract research or consultancy work undertaken on terms to be approved by the School

This includes work for the UK Research Councils, industrial/commercial organisations, Government Departments, executive agencies, IGOs, NGOs, public corporations and Charities.

The Research Division is available at all times to help staff.

Either the Director of Finance and Facilities or the School Secretary must sign all contracts made on behalf of the School. In their absence, the Director of the Research Division has delegated authority to sign routine contracts. A contract for outside work cannot be accepted without the authorisation of the School.

# **33** Political activities

Any political activity must comply with Article 28 of the Articles of Association of the School as amended by the Special Resolution of the Court of Governors in July 1992.

#### 34 Trade union membership

The School recognises the following trade unions: 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.

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

#### 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 it is necessary for the School 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 it is necessary for the School to terminate the contract of a member of staff, three months' notice will be given.

#### All staff:

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

The School may choose to give pay in lieu of notice.



The current annual leave entitlement of members of staff who leave the School will be re-calculated on a pro rata basis to reflect their leaving date.

Where members of staff have not already taken their entitlement, a corresponding lump sum will be paid with their final salary.

Where members of staff have already taken more annual leave than their entitlement, an adjustment 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.

### **37 Retirement**

The School has no contractual or default retirement age, and therefore cannot assume that staff will retire at a set age. However, members of 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 form part of the contract of employment:

- Disciplinary Procedure for Professional Services Staff (as appropriate to salary band)
- Grievance Procedure for Professional Services Staff (as appropriate to salary band)
- Procedure for resolving complaints about harassment (including bullying) in the School
- Procedure for complaints of sexual harassment by students
- Policy on alcohol and drugs misuse at work
- Policy and procedure for dealing with cases of incapacity by reason of ill-health for Professional Services Staff
- 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 LSE's website.



# Other benefits

Sections 39-49 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 contractual.

#### 39 Relocation – Assistance to New Staff

New members of staff joining the School in Salary Bands 5 to 10 may benefit from the School's Relocation Policy. Full details of the Scheme may be found on the Human Resources website.

### 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 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: www.lse.ac.uk/ collections/conferenceAnd EventsOffice/

# 42 Senior Common Room

Membership of the Senior Common Room is open to all members of staff. Membership gives access to the Staff Dining Room and to the Senior 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 <u>SCRcommittee@</u> lse.ac.uk

#### 43 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 contact Human Resources.

#### 44 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 Human Resources website.

# 45 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.

# 46 LSE Student Union Gym

Members of staff are eligible to apply for membership of the LSE Student Union Gym. For further details, see the LSESU Gym website.

#### 47 Medical centre and staff counsellor

An onsite medical centre is available to members of staff who face emergencies while at work. The medical centre also provides a number of services run by visiting specialists and health practitioners.

The School also offers a counselling service available to help with any work-related and/or personal problems.

#### 48 Private health care

The British United Provident Association (BUPA) offers LSE members of staff a discount off the standard BUPA care rate. Members of staff who are interested in joining BUPA, should contact BUPA directly.

#### 49 Chaplaincy

All religious faiths are widely represented in London, and major world religions are well represented in the School's cosmopolitan atmosphere. The Chaplaincy 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 Chaplaincy website.

# Appendix A

# LSE safety policy (extract)

#### Statement of intent and policy objectives

The Council as the governing body of the School, recognises and accepts the responsibilities placed on it as "Employer" by the Health and Safety at Work Act 1974 and other relevant legislation. The Council has delegated operational responsibility for the health and safety management of the School to the Director.

The Council and Director consider that the health, safety and welfare of staff and students are of paramount importance and that creating and maintaining a healthy and safe working environment is a prerequisite to achieving the stated goals of the London School of Economics to promote excellence in teaching, learning and research. To this end they are committed to achieving the effective implementation of the School's health and safety policy and the objectives set out below.

The objectives of the LSE's Safety policy are:

- To set out a clear structure of responsibilities and accountabilities for health and safety, so that individuals at all levels know what is expected of them and what they must do to discharge their responsibilities
- To put in place arrangements to ensure that all staff can acquire the necessary health and safety competences and feel confident to discharge effectively the responsibilities assigned to them
- To put in place effective arrangements to secure compliance with relevant legislation in line with best practice



- To establish a framework for a systematic approach to identifying and controlling risks to the health and safety of staff, students and other persons who may be affected by the School's work activities
- To establish agreed performance standards against which the School's efforts to ensure the health and safety of staff, students and others can be measured and to facilitate a continuous improvement in performance
- To have an effective system for communicating and consulting on health and safety matters, and securing the cooperation of employees and students in implementing the safety policy
- To ensure that the operation of the School's protective and preventive measures are continually monitored and reviewed to ensure that these are working as planned.

#### Employees

All employees, regardless of their position within the School, have the following legal responsibilities under the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999:

- To take reasonable care for the safety of themselves and others at work who may be affected by their acts or omissions
- To co-operate with their employer and others in fulfilling statutory responsibilities
- Immediately to notify their employer of any situation that they have reason to believe might present a serious and imminent danger to their own or others' safety. (Within LSE by notifying the security control room via the emergency number 666)

 To notify their employer of any shortcomings or perceived shortcomings in their health and safety arrangements, even when no immediate danger exists, so that appropriate remedial action may be taken. (This will be done by notifying either their line manager, safety co- ordinator or the School's Safety Adviser).

The School requires all employees to fulfil their legal responsibilities by co-operating in all matters concerning health and safety by:

- Adhering to the School's arrangements and procedures for fire and other preventive and protective measures put in place to control and manage risks to the health and safety of employees, students and visitors
- Notifying their line manager or the School's Safety Officer if they have any medical condition or mobility problems, either temporary or permanent, which affect their ability to sound or hear the fire alarm and leave the building using means of escape stairs quickly and without assistance
- Reporting any accident, incident of verbal or physical abuse, near miss or equipment damage immediately to their line manager or supervisor or safety co-ordinator so that appropriate remedial action may be taken
- Notifying their line manager or supervisor if they experience ill health that they have reason to suspect may be work-related, eg, musculo-skeletal problems as a result of using a computer or lifting, dermatitis from using cleaning chemicals etc
- Carrying out, as appropriate, regular visual checks of equipment before use, to identify any obvious defects such as worn leads or cables, damaged covers/ guards or plug tops. After taking any remedial steps that they themselves can safely take, employees should report any



defect in equipment, plant etc. to their line manager or safety co-ordinator, who will be responsible for taking the necessary steps to ensure that the equipment is removed and or repaired. (Further details on the reporting defects in equipment and premises is given on the health and safety webpage.)

• Using any equipment or items provided for work correctly and in accordance with manufacturer's or supplier's instructions and with any training received.

The full text of the LSE's Safety Policy, including the organisation and arrangements for implementing the policy, can be found on the Health and Safety website.



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This information can be made available in alternative formats, on request. Please contact: Human Resources

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