

Nursery Staff

Revised to align with changes following the review of Governance

Changes agreed with UNISON and Unite: effective 1st September 2010 and updated 6th October 2014

1. Continuous Service

- a) Unless otherwise specified in your contract, your continuous employment with the College is taken to begin with the first day of your appointment to a post in the College.

2. Probation

- a) You will be on probation for a period of one year unless this period is waived or modified in your contract. The Director of Department/Head of Section will review your progress, normally after three, six and nine months' service. After eleven months' service (or earlier), the College will notify you whether your appointment is to be confirmed, extended or ended.
- b) If you are appointed on a contract of less than one year, you will be on probation for the duration of the contract. If your appointment is extended, the probationary period will also be extended until a period of one year is complete.

3. Hours of Work and Duties

- a) Employees are required to carry out such duties as may reasonably be assigned from time to time by the Nursery Supervisor. No major changes to an individual's duties may take place without prior consultation, and wherever possible, agreement.
- b) The normal working hours for full-time childcare staff are 40 per week, comprising the standard working week of 35 hours plus 5 hours paid at plain time rates, Mondays to Fridays, excluding the lunch break. The actual times of working are prescribed by the Early Years Manager who has the discretion to vary them to meet the needs of the department.
- c) Your appointment is whole-time and you are not permitted to do any private work involving the use of College Facilities without the prior permission of the Director of Department/Head of Section.

4. Overtime Working

- a) For overtime or additional work that is not required by your contract of employment, the following conditions apply. Overtime will normally be compensated by time-off in lieu. Exceptionally, with the prior agreement of the Director of Department/Head of Section, payment will be based on the plain-time mid-point for the grade of the work being carried out (rather than the grade and increment of the person doing the work). However, the relevant midpoint will be enhanced by a multiplier depending when the additional work is performed.

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Multiplier	Period in which additional hours are worked
1.2	Between the end of your normal working day and midnight
1.3	Between midnight and the start of your normal working day, or anytime at weekends
1.4	Bank holidays

- b) The individual employee's preferred method of remuneration will be indicated to management at the time the overtime is allocated.
- c) It will be usual that the choice of the individual employee for payment or time off in lieu as appropriate will be accommodated but if the exigencies of the service are such that this cannot be done, and if local agreement cannot be reached, Management may have to decide not to authorise the overtime in question.

5. Appraisal and Training

- a) Every member of staff is required to participate in the College's appraisal scheme, as determined from time to time.
- b) You will be required to attend training provided by the College to enable you to carry out your duties to the required standard. The College recognises the importance of continuing training and development in line with the needs of the service.

6. Pay Arrangements

- a) Your grade and salary will be as stated in your contract.
- b) The College's current salary scales, which incorporate London Allowance, are set out in Appendix A, attached to and part of these Conditions. Increases to the salary scales will be those approved nationally from time to time for university staff. Any increase will apply to the whole amount in the scale, including any element of London Allowance.
- d) Incremental progression will be automatic up to the bar in each grade. Thereafter, progression will depend on your contribution as assessed by the College. Incremental progression is due each year on 1st August. If you are appointed between 1st April and 31st July inclusive, your first increment will be due on 1st August of the following calendar year.
- f) Salaries are paid monthly in arrears on or before the 24th of each month. You will be notified in writing of your salary details. The normal method of payment is by transfer to a bank account.
- g) The College will deduct income tax and National Insurance contributions.
- h) If you are overpaid, this document gives the College authority to recover the overpayment by making deductions from your salary. The rate of any such deduction will not be unreasonable.
- i) The College operates a scheme in conjunction with the Charities Aid Foundation to enable staff to donate part of their salary to any charity they specify. Tax relief is due on such donations.

7. Pension Scheme

- a) **For support staff on grades 1 to 3:** the occupational pension scheme for College staff in your grade is SAUL (the Superannuation Arrangements of the University of London).
- b) **For support staff on grade 4 and above:** the occupational pension scheme for College staff in your grade is USS (the Universities Superannuation Scheme).
- c) If you are eligible for either of the above schemes, you will automatically be entered into the appropriate scheme unless you state, in writing, that you do not wish to join.
- d) You may not join or remain a member of any other occupational pension scheme unless:
 - you are already a member of the NHS Pension Scheme: and
 - you are employed by the School of Medicine and Dentistry; and
 - you state in writing that you opt to remain in the NHS scheme.
- e) If you remain in the NHS scheme, you will be required to contribute to the scheme according to its rules. The College will contribute an additional sum in order to finance the benefits of the scheme.
- f) If you join SAUL or USS, you will automatically be entered into the College's PensionsPlus scheme. This is a more effective way of paying your pension contributions.
- g) Instead of the employee and the employer each contributing to the pension fund, under the PensionsPlus scheme, you agree to have your salary reduced by the amount you would otherwise have contributed. In return, the College will pay both its contribution and the amount that you would have paid. As a result:
 - i you no longer pay any national insurance on the amount you would have contributed; and
 - ii your take home pay will be greater.More information is available in a booklet which is included with this contract of employment or from the Pensions' Officers in the HR Department.
- h) The PensionsPlus scheme is not available for staff in the NHS scheme
- i) If, instead of joining one of the College's occupational pension schemes, you opt in writing to stay in the Second State Pension Scheme (SSPS) or to take out a Personal Pension, the College will contribute only the minimum amount that it is required to in law.
- j) If you decide not to join SAUL or USS, or opt to leave it, the rules of the scheme may, in certain circumstances, permit you to join or re-join the scheme.
- k) You can get further information from the Pensions' Officers in the HR Department.

8. Leave Arrangements

- a) **Annual Leave:** The leave year runs from 1st August to 31st July. Full-time staff are entitled to 30 working days annual leave. Part-time members of staff are entitled to annual leave on a pro-rata basis. The choice of dates for leave is left to the employee, subject to the prior approval of the Director of Department/Head of Section. They will not unreasonably withhold consent.
- b) **Carry over of annual leave:** If, owing to the needs of the work, you are unable to take your full entitlement during the leave year, you should apply to the Director of Department/Head of Section. They will normally allow you to carry over up to five days leave. No reasonable request will be refused, but the amount carried over will not normally exceed five days.

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- c) **Public and Statutory Holidays:** Full-time staff are entitled to paid holidays on the eight public/statutory holidays. Part-time staff are entitled to payment on any public/statutory holidays on which they would normally have worked.
- e) If you are absent without permission on the working day before or after a public holiday you will not be paid for the holiday itself.
- f) **Annual Leave for Term-time-only Staff:** If you work a 5 day week during term time, you are entitled to take and be paid for 24 days a year, pro rata if you work less than a 5 day week. You may, normally, take up to 6 days leave during term time, although your Director of Department has discretion permit more in exceptional circumstances.
- f) **Public and Statutory Holidays for Term-time-only Staff:** You will be paid for any public/statutory holiday where you work either or both:
 - i) the day before the holiday; or
 - ii) the day after the holiday.If this criterion is not met, you will not be paid.
- g) **College Closure days:** Full-time members of staff are entitled to paid holidays on four other days as determined by the College, after consultation with the recognised trade unions. Part-time staff are entitled to payment on any such days on which they would normally have worked. The College may, at its sole discretion, grant paid holidays on additional closure days.
- g) **Annual Leave entitlement in the year of entry or leaving:** This will be a proportion of the full year entitlement based on the number of complete months you work in the year. If your employment is ending, you will be entitled to be paid for any outstanding annual leave that you have not taken. Similarly, if you have taken more leave than your entitlement, the College will deduct an appropriate amount from your final salary.
- h) **Special leave:** This may be granted for the discharge of public duties, or for compassionate or other reasons. More details are in the Code of Practice on Maternity and Other Family Leave which may be amended from time to time. The current Code is available on the HR web-site or from the HR Department. For jury service, the College will deduct from your salary the full amount of any allowances receivable from the court in respect of loss of earnings.

9. Sickness Absence and Pay

- a) If you are unable to come to work through sickness you should inform your Director of Department/Head of Section or their nominee immediately, normally within one hour of your normal starting time.
- b) If you are absent from work through sickness, including injury or other disability, you will be entitled to benefits under the Sickness Pay Scheme for Support Staff, which is subject to change from time to time. Full details of this Scheme are available in Appendix I. Under the rules of the scheme you are required to follow the reporting procedure and to provide appropriate certification in order to receive benefit. Failure to do this may result in loss of pay.

10. Maternity and Related Family Leave

- a) The College's Code of Practice on Maternity and Related Family Leave sets out the College's provisions for maternity, paternity, parental and adoption leave. The Code is

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available on the HR web-site or from the HR Department.

- b) If you are not eligible for one of the QMUL schemes, you may qualify for statutory maternity, paternity or adoption leave and pay. Details of these statutory provisions are set out in the Employee Guides to Maternity Leave; Adoption Leave; and Paternity Leave.

11. Notice Periods

- a) You may end this appointment at any time by giving one month's notice in writing.
- b) The College may end the appointment at any time by giving notice in writing. You will be entitled to 1 week's notice for each complete year's continuous service with the College, subject to
 - a minimum of 1 month's notice; and
 - a maximum of twelve weeks' notice
- c) If your contract is for a fixed-term, notice is given from the outset. If the College ends the contract before its stated end date, it will give notice as set out above.
- d) You should address your letter of resignation to your Head of Section with a copy to the Director of HR.
- e) In the case of gross misconduct or serious breach of contract, the College may dismiss in writing without notice after following the relevant procedure.

12. Retirement

- a) You may opt to retire at any time in accordance with the conditions set out in your pension scheme, provided that you give at least 3 months notice in writing to the Director of HR.

13. Health and Safety

- a) In law, it is your duty while at work:-
 - i) to take reasonable care for the health and safety of your self and of other persons who may be affected by your acts or omissions at work; and
 - ii) to co-operate with the employer or any other person to enable them to comply with any duty or requirement imposed by Health and Safety law.
- b) **HIV and AIDS policy:** It is a contractual requirement that clinical staff who undertake exposure prone procedures must comply with the relevant Department of Health Guidelines.
- c) **Protective Clothing:** The College will provide overalls or uniform appropriate to your duties. These will remain the property of the College. Any such clothing, if supplied, must be worn when on duty.

14. Grievance, Disciplinary and Dismissal Procedures

- a) If you wish to raise a grievance, the HR Code of Practice on Grievance makes provision for you to raise the matter informally with your manager, or if the complaint is about the manager, with their manager. The Code also makes provision for you to raise a matter, formally, in writing with your Director of Department, or if the complaint is about them with the appropriate vice-principal (or an equivalent senior member of staff).
- b) You may lodge an appeal against a decision made at the formal stage of the procedure. The appeal must be lodged in writing with the Director of HR and the matter will be heard by an appeal panel.
- c) The College's disciplinary *rules* can be found in appendix 1 and 2 of the Code of Practice on Discipline. The College's discipline and dismissal *procedures* can be found in a number of Codes of Practice, which may be amended from time to time. These procedures are set out in Appendix 2, attached.
- d) Appendix 2 also indicates the person to whom you may apply to have a decision reviewed if you are not satisfied with it.

15. Trade Union Membership

- a) You may choose freely whether or not to:
 - apply for membership of a trade union;
 - take part in the activities of such a union;
 - seek and hold office as an official of such a union.
- b) For the purpose of collective bargaining for support staff, the College recognises
 - UNISON to represent clerical, manual, nursery, library and security staff;
 - UNITE to represent technical and maintenance staff.
- d) The College currently operates a check-off arrangement so that subscriptions for either union can be deducted from your salary at source.

16. Amendments to Conditions of Service

- a) The Queen Mary Senior Executive reserves the right, following consultation with the recognised union, to amend these Conditions of Employment. You will be notified of any such change, which will also be reported to Council.

Appendix 1:

QMUL Sickness Benefit Scheme

I Sick Pay

- a) If you are absent from work owing to illness or injury you are entitled to payment in accordance with the following scale:

Length of Service	Maximum allowance per 12 month period
During the first three years of service	Three months' full pay and three months' half pay
After three complete years' service	Six months' full pay and six months' half pay

- b) One month shall be regarded as 22 working days, all public holidays being counted as working days.
- c) The College may, at its discretion, extend the entitlement to full or half pay; for example, where you are following an approved course of treatment which has been approved by a doctor acting on behalf of QMUL Council.
- d) During absence due to sickness or injury the College and the member shall continue to pay their respective full pension contributions.

Notification and Certification

- a) Payment will only be made if the following procedure is followed if you are absent through a medical condition.
- b) If you are unable to carry out your duties because of sickness or injury you should inform the Director of Department/Head of Section wherever possible in person, as soon as possible on the first day of absence.
- c) If your sickness absence is for less than 1 day, you need not self-certify. For absences of 1 to 7 days (including Saturday, Sunday and Bank Holidays) you must complete a self-certificate and ensure that it is submitted to the HR Department as soon as possible.
- d) In any twelve month period, no more than four self-certificates are normally permitted. Submission of the fourth self certificate will trigger a review of your absence record over the preceding 12 month period. Your manager will take into account the number of days absence on each occasion and of any evidence of patterns of absence. You will be informed if further action is considered necessary. Such action may include:
- i) referring you to the Occupational Health Service for a medical opinion;
 - ii) an interview with the Director of Department and a representative from Human Resources;
 - iii) action under the relevant "Sickness" Code of Practice;
 - iv) claiming to be sick when you are not is a disciplinary offence which will be dealt with under the College's Code of Practice on Discipline.
- e) If you are absent for 8 days or more (including Saturday, Sunday and Bank Holidays) you must self-certify for the first 7 days, and supply a medical certificate for the balance. You must continue to supply medical certificates until you return to work. A medical certificate is one issued by a GP or Hospital Doctor.

QMUL Sickness Benefit Scheme

- f) If you fail to submit certificates as required, the College will send two reminders. If you still fail to supply certificates, the appropriate amount of sick pay paid under the scheme will be deducted from your salary.
- g) If your medical condition causes long term absence, you must ensure that you keep your Director of Department/Head of Section informed about your progress on a regular basis.
- h) You may be required at any time to present yourself for examination by a doctor of the College's choice.

Accident Third Party Claim

- a) If you are absent as a result of any injury or accident you must undertake to refund to the College any sums that you recover from a third party by way of damages for loss of earnings. You are not, however, obliged to make a claim or take legal action against a third party, unless, either:
 - i) the College offers a full indemnity as to costs; or
 - ii) the circumstances are such that it would be unreasonable not to make a claim.
- b) While any proposed legal claim is being resolved, any payment made by the College will be treated as a loan.
- c) The College will disregard, for the purpose of its sick pay scheme, any period of absence for which you refund in full the amount of sick pay received. If the refund is made in part only, the College may at its discretion, decide the period of absence it will disregard.

Notes

- a) In calculating the period during which salary shall be paid during absence due to sickness or injury, the College will disregard:
 - i) absence, on the advice of your doctor, to prevent the spread of an infectious illness with which you have been in contact.; and
 - ii) absence owing to notifiable infectious or contagious illness which was, in the view of an independent doctor, contracted directly in the course of your employment (including travelling on duties connected with the work of the College). The College will select the independent doctor by agreement with you (or with the College branch of UCU acting in your behalf).

I. Discipline, Dismissal and Appeals

- a) The College's discipline and dismissal procedures can be found in the following Codes of Practice: Managing Redundancy; Discipline; Remedying Poor Performance; Managing Persistent Sickness Absence; Reviewing fixed-term contracts; Probation; "Other" Potential Dismissal.
- b) If you are dissatisfied with any decision made under one of these procedures, the person you can apply to depends on the nature of the decision. The Codes themselves give you full details of how to lodge an appeal, but the table below summarises the arrangements:

Code	Type of Decision	Appeal lodged with	Appeal heard by
Managing Redundancy	Selection for Redundancy	Director of HR	Appeal panel
Discipline; Poor Performance; Managing Persistent Sickness Absence	Warnings given by a manager	Manager's manager	Manager with appropriate authority
	Any decision more severe than a warning, including dismissals, normally given by a panel.	Director of HR	Appeal panel
Review of fixed-term contract; Probation; Other potential dismissals	Decision to end the contract	Director of HR	Appeal panel

- c) The constitution of panels and appeal panels in all the procedures described in this appendix are set out in the Introduction to the Codes of Practice.