

STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT

This statement sets out and/or refers to other documents which detail the terms and conditions of employment under which you are employed by Birkbeck (hereafter referred to as "the College"). It should be read in conjunction with your individual notification letter for the detail of your grading.

1. Commencement of Employment

The date as stated in your latest contract. For fixed term contracts, the end date is as stated in your latest contract.

2. Job Title/Duties

Your Job Title does not define or limit the scope of your employment with the College, which might reasonably require you to perform other duties from time to time.

3. Remuneration

Your personal grade and salary are outlined in your cover letter.

Salaries are paid monthly in arrears by credit transfer at the rate of 1/12th of the annual salary. If you leave the College towards the end of a month after the payroll has been processed, you will owe the College any overpayment of salary for the days not worked.

The College may during or on termination of your employment, deduct any monies owed by you from your salary, and by signing the copy of the statement you authorise any such deductions to be made without the need for further consent at the relevant time.

It is essential that you open and maintain a personal bank account or suitable building society account and provide the College with the necessary details to enable direct payments to be made.

4. Hours of Work

Your normal contractual hours of work are as stated in your current contract.

Working patterns and the taking of breaks must be agreed with your line manager.

You may also be required to work additional hours in accordance with the reasonable demands of the College, or to meet the requirements of the position.

The College will not require you to work over the maximum 48-hour week as stated in the Working Time Regulations. However, if you opt to work additional hours, or you are employed outside of the College, which could take you over a 48-hour working week, you should inform your manager and you will be requested to sign an agreement to work such hours.

5. Annual Leave Entitlement

Professional & Support and Research:

Full time staff are entitled to 25 days annual leave, which is pro-rated in hours for part time staff.

This is in addition to public holidays, which are recognised by the College. Holidays will be paid at the same rate as your normal basic earnings. For part time employees you will be entitled to pro rated hours for public holidays.

In addition to annual leave entitlement and public holidays, the College will close for a total of six days each year over Christmas and Easter. For part time employees: you will be entitled to a proportioned amount of hours off for College closure days.

The College's annual leave year runs from 1 October to 30 September. You may carry forward up to five days (pro-rata if part time) annual leave entitlement to the next leave year, with the agreement of your manager.

Requests for annual leave are subject to the needs of the College and you are therefore required to submit your preferred dates on your leave record form, as soon as possible in advance of the date(s), for approval by your manager, before making definite holiday arrangements.

The College reserves the right to refuse leave, or to postpone it, by notifying you within the seven days following your request.

Due to seasonal or other demands some Schools or Departments may not be able to permit leave to be taken at certain times of the year. Where this applies you will be notified well in advance.

Should you leave the College (other than due to gross misconduct or other breach of your terms of employment) a payment will be made to you in respect of the balance of your annual leave entitlement.

If at the date of termination of your employment you have taken more than your accrued annual leave entitlement, the College will deduct the value of the excess holiday already taken from any salary or other sums due to you.

For Academic Staff:

Your annual leave entitlement will be 25 days per annum (pro-rata if part time). You must take this entitlement during College vacation periods. You should record your annual leave days, as and when you take them on your annual leave record form. At the end of the leave year, you should submit your annual leave record form to your Head of School.

Due to the flexible nature of academic work, it is acknowledged that there may be days over and above your annual leave entitlement that you are not required to be at work during the College vacation periods. Please refer to the Holiday Arrangements Policy for further information.

6. Employment Probation Period

If you are a probationer, there will be no change to your current probation period. If you are unsure as to the duration of your probation, please contact your Line Manager.

7. Location

There will be no change to your current place of work.

However, you may be required to transfer to another location either on a temporary or permanent basis, having received due notice.

Your job may also involve regular/occasional travel for the proper performance of your duties.

8. Collective / Workforce Agreements

The College undertakes collective bargaining with three recognised trades unions (Amicus, UCU, and UNISON) to determine certain terms and conditions relating to your employment. As such, a Collective Procedural Agreement between the College and the trade unions is in place, and is applicable and binding on your employment. You will therefore be subject to the terms of any future agreements or changes made under this procedure. The provisions of this Agreement take precedence over any conflicting terms and conditions in this statement.

The College's Procedural Agreements can be seen at:

<http://staff.bbk.ac.uk/admininfo.shtml#pa>

9. Absence Reporting Procedures

If you are unable to attend work for any reason you must notify your manager (or an approved contact within your School/Department) as soon as practically possible, and within one hour of your normal start time. You should indicate your reasons for being absent at that time and the likely duration of your absence. No salary is paid for unauthorised absence from work

You must keep the College informed as to the continuation and likely duration of your absence. If your absence is due to illness, you must provide a doctor's note when requested and you will be required to complete a sickness leave/return to duty form on your return to work. Please refer to the sickness policy for further information.

Provided you satisfy the conditions concerning eligibility to Statutory Sick Pay and have complied with the procedure referred to above, you will be entitled to Sick Pay for absences due to either sickness or injury. Sick Pay includes Statutory Sick Pay and details of sickness entitlement appropriate to your grade can be found in the sickness policy.

If, on joining the College, you are in possession of either a leaver's statement SSP (1) from your local Department for Work and Pensions (DWP) Office, it must be given to the Human Resources team at the earliest opportunity.

10. Maternity, Adoption, Parental and Paternity Leave

Details of the provisions available for parental, maternity, adoption, and paternity leave and pay are contained within the appropriate College policy available on the Birkbeck website.

11. Disciplinary and Grievance Procedures

Complete details (including the appeal procedure) are contained within the appropriate College policy available on the Birkbeck website.

If you are dissatisfied with any disciplinary decision made against you, you should appeal in writing to a member of management immediately senior to the manager who has taken the decision.

Should you have any grievance relating to your employment with the College you should raise the matter, in the first instance, with your manager, giving details of your grievance. Should the matter not be resolved you should refer your grievance to a relevant senior manager.

12. Health and Safety

Under the Health and Safety at Work Act 1974, responsibility for health and safety extends to individual members of staff, both for their own safety and that of their colleagues and visitors. Any accidents or near misses must be recorded in the Accident or the Incident Book immediately, serious incidents must be reported to the Safety Officer. You must familiarise yourself with the College's policy on health and safety, which is available on the Birkbeck website.

You must also read and ensure that you understand the Fire Procedure for your school/department.

The College operates a No Smoking Policy, which all employees are required to comply with. This is available on the Birkbeck website.

13. Pension Scheme and Life Assurance

There will be no change to your current pension scheme arrangements. If you wish to discuss your pension arrangements, please contact Finance on 020 7631 6578.

14. Confidential Information

You may not, during your employment with the College or at any time thereafter, without written permission of the College, disclose to any person outside the College, or to any person within the College other than a person whose province it is to know the same, any information which is of a confidential nature or disclosure of which may damage the interests of the College.

This duty of confidentiality does not affect your rights to make a protected disclosure under the Public Interest Disclosure Act 1998. For further information, the Public Interest Disclosure (Whistleblowing) Policy is available on the Birkbeck website.

15. Notice Period

With the exception of the probationary period and cases warranting summary dismissal, the following notice periods will apply:

Length of Service	Grades 2 – 6		Grades 7 - 10	
	Employee	Employer	Employee	Employer
Up to 5 years	4 weeks	4 weeks	12 weeks	12 weeks
5 years up to 12 years	4 weeks	1 week for each year continuous service	12 weeks	12 weeks
12 years or more	4 weeks	12 weeks	12 weeks	12 weeks

The College reserves the right to pay you in lieu of notice at its sole discretion.

The College expressly reserves the right to terminate your employment without notice if it has grounds to believe that you have committed any material breach of these terms and

conditions or act of gross misconduct or act of gross incompetence, any such action under this paragraph being without prejudice to any other of the College's rights.

If the College issues you with notice of the termination of your employment, the College may require you to perform only such duties as it may specifically allocate to you or no duties at all and may exclude you from any premises of the College during or for part of any period of notice. Your salary and contractual benefits shall remain payable in full during this period, unless and until your employment is terminated. In this case, you will remain an employee of the College and, as such, you will not be entitled to work for any other college or organisation whether or not for remuneration unless previously agreed. If you are dismissed or suspended due to gross misconduct, the College reserves the right to dismiss without notice, or suspend you without pay, please refer to the disciplinary policy for further details.

16. Retirement Date

There will be no change to your current retirement date arrangement. If you wish to discuss your retirement arrangement, please contact your Line Manager in the first instance.

Employees may make a request for early retirement at any time after their 50th birthday. Please refer to the Leaving Procedures policy for further information.

17. Copyright Inventions and Patents

You are bound by the College's code of practice regarding intellectual property rights. Please refer to the Academic Services, Consultancies, Copyright and the Exploitation of Inventions policy for further information.

18. Return of College Property

You are required to return to the School/Department all College property which may be in your possession, including laptop computer, mobile phone, any documents, files, security passes, ID cards or keys by the last day of your employment with the College.

Failure to return any property may result in the College deducting the cost of replacement items from any monies due and payable to you, or invoicing you for these costs.

19. Other Terms

This statement sets out the main terms and conditions under which you are employed. They are in accordance with and subject to the terms of:

The College Charter and Statutes - **Academic Staff Only**

The Pension / Life Assurance Scheme

The Rules of the Sick Pay Scheme

Other Human Resources Policies

The College Policies are detailed in full on the Birkbeck website (www.bbk.ac.uk/hr) and the documents referred to above are available for your inspection. You will be notified of any changes in the terms of your employment arising as a result of amendments to these policies, or for other reasons, as soon as possible following the change of the date of the change.

20. Applicable Law

Your contract of Employment will be subject to the laws of England and Wales and you agree that any disputes relating to your employment or its termination will be exclusively determined by the Courts or Tribunals of England and Wales.