

curriculum and teaching style makes it inappropriate such as aspects of Teacher Education, Art, Design, Performing Arts, Music: in these subject areas scheduled teaching will be determined in accordance with paragraph 3.3.3 (ii) of the guidelines for the determination of duties.

Working Year

6. The teaching year will not normally exceed 38 weeks, of which 2 weeks will be spent on teaching-related administration. While some flexibility may be required in organising the teaching year, academic staff will not (except with prior agreement) be required to undertake more than 14 consecutive weeks of teaching at any one time, and any significant variations to the normal pattern of the teaching year in UEL will only be made after consultation with the staff and the recognised academic staff unions.

Holidays

7. UEL's holiday year runs from 1st September to 31st August. In addition to statutory Bank Holidays and days when UEL is closed in the interests of efficiency, academic staff are entitled to 35 working days paid holiday during the course of the holiday year; unused holiday entitlement may not be carried forward into the next holiday year. In exceptional circumstances Deans of School (or nominees) may agree to the carry over of a maximum of five days to the next leave year, to be taken by 28th February. Any carry over of more than five days may only be approved by the Vice-Chancellor or nominee. Leave outstanding at the end of a year not covered by the above arrangements shall be lost. In the holiday year in which employment commences or terminates, holiday entitlement will accrue on a pro-rata basis for each complete month of service; on the termination of employment, holiday entitlement will be worked out on a similar basis.
8. The timing of holidays is subject to the agreement of Deans of School (or nominees). Subject to the organisational requirements of UEL, academic staff may request that up to 6 weeks of normal holiday entitlement be taken in one continuous period, and such requests will not be unreasonably refused.
9. Wherever possible, detailed holiday schedules for individual academic staff will be made as soon as reasonably practicable after the beginning of each academic year; in determining holiday schemes, special regard will be given to academic staff with family responsibilities and those who wish to attend conferences or courses that are held in normal holiday periods.

10. Subject to the exigencies of the service, and approval of the Vice-Chancellor (or nominee), paid leave of absence may be granted to staff to fulfil duties of a public character for which he/she has been duly elected or appointed.

Research and Scholarly Activity

11. As part of their duties academic staff, will normally be expected to engage in research and scholarly activity. The nature and extent of this will vary with the nature of the subject(s) taught and the full range and balance of duties and other commitments. In this context, 'scholarly activities' includes:

The production of books, contributions to books, articles and conference papers, and is to be construed in the light of the common understanding of the phrase in higher education.

12. While it is in the nature of research and scholarly activity that it may take place throughout the year and be integrated into the overall pattern of activities, it is envisaged that normally the period(s) of the year outside normal teaching weeks and holiday entitlement will primarily be devoted to research and scholarly activity.
13. Research and scholarly activity will be principally self-managed. In addition, these activities (and their relationship with other duties) will be considered as part of the Staff Development and Review Scheme, under which objectives for the coming year can be set and achievements over the past year can be assessed. UEL undertakes to give all academic staff such support as is reasonable in the circumstances in order to help them achieve the objectives set.

Remuneration

14. Salaries are payable monthly in arrears by direct credit transfer. In determining salary reviews the Board of Governors will refer to national recommendations arising from negotiations between the Universities and Colleges Employers Association (UCEA) and the recognised unions.

Sick Leave and Sick Pay

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

During 1st Year of Service	full pay for 1 month* and after completing four calendar months' service before the start of the period of absence through illness, half pay for 2 months;
During 2nd Year of Service	3 months' full pay and 3 months' half pay
During 3rd Year of Service	4 months' full pay and 4 months' half pay
During the 4th and successive Years of Service	6 months' full pay and 6 months' half pay

16. *For the purposes of calculating entitlement a month shall be deemed include 22 working days (including Saturday where this is a working day).
17. This scale is to be regarded as a minimum and UEL has the discretion to extend the scheme in individual cases. For the purposes this paragraph of the document, a working day is defined as any day on which UEL is open but which does not form part of the academic staff member's personal holiday entitlement.
18. Sick pay shall include, where appropriate, Statutory Sick Pay, and shall not exceed full (ordinary) pay. Appropriate deductions are detailed in the following paragraphs.
19. For the purpose of calculating entitlement to sick leave under paragraph 1 the year shall be deemed to begin on 1st April of each year and end on 31st March of the following year. This is provided that, in the case of an academic staff member whose service commences on a date other than 1st April, such service shall be deemed for the purpose of this scheme, to have commenced on the preceding 1st April subject to the completion of four calendar months' actual service before half pay can be claimed, and provided also that in the case of the academic staff member who is absent owing to illness on 31st March of any year, he or she shall not begin new entitlement to sick leave in respect of the following year until he or she has resumed teaching duty, the period from 1st April until the return to duty deemed to be part of the preceding year for the purpose of this scheme. In the case of an academic staff member transferred from the service of one HEI to that of another, any sick pay paid during the current year by the previous HEI shall be taken into account in calculating the amount and duration of sick pay payable by the new HEI**.
20. **For the purposes of transferring sick pay entitlement clause 4 of the relevant clause in the contract of employment governing continuous employment shall apply.

21. For the purpose of paragraph 'service' means employment with this University and such other period of employment as UEL may approve.
22. The following deductions shall be made from sick pay where it is of an amount equal to full pay -
 - (a) the amount of sickness benefit receivable under relevant legislation (provided, however, that in any case where sickness benefit is, or may subsequently prove to have been, receivable in respect of the first three days of any sickness, the amount of benefit receivable shall be deducted from such pay only if such benefit has in fact been received in respect of any such period of three days);
 - (b) the dependency element (but not the disability element) of any treatment allowance received from the Department for Work and Pensions.
23. Deduction shall also be made from sick pay where it is of an amount less than full pay if an academic staff member would otherwise with the benefits receivable in respect of insurance under the relevant legislation become entitled to an amount exceeding the sum of their full (ordinary) pay.
24. Benefits are regarded as receivable at the full rate in circumstances in which an academic staff member has opted under National Insurance regulations to put themselves outside of benefit at the full rate.
25. Subject only to the proviso in paragraph 22 (a) the deductions enumerated under paragraphs 22, 23 and 24 will be made if the academic staff member is eligible to receive such benefits, payments or allowances whether or not he or she takes the necessary steps to obtain it.
26. For the purposes of this scheme an academic staff member shall be under an obligation to declare to the satisfaction of UEL his or her entitlement to benefit under the foregoing Acts (paragraph 22 above) and any subsequent alteration in the circumstances on which such entitlement is based, in default of which UEL shall be entitled to determine the benefit by reference to the maximum benefit to which the academic staff member appears entitled under the statutory provisions governing such benefits.
27. Deductions equivalent to those set out in paragraph 22 above shall be made from the sick pay of an academic staff member who is a married woman or widow and has elected to pay reduced contributions under the terms of the Social Security Act 1975 and Social Security Contribution Regulations 1979, provided that, where a widow is in receipt of a widow's or a widowed mother's allowance or widow's pension, regard shall be paid in calculating the amount of sick pay only to such

part of the national insurance benefit receivable as is in excess of the amount received by the lecturer from the Department for Work and Pensions in weeks of full normal employment.

28. Whilst sickness during a period when UEL is closed or a period forming part of the academic staff member's personal holiday entitlement will not affect the period of his or her entitlement to sick leave under paragraph 15, it will be relevant so far as deduction of benefit is concerned. Thus the rate of sick pay applicable to an academic staff member in respect of sickness during a period of closure or a period forming part of their holiday entitlement is the rate applicable to them on the last day before that period. Where an academic staff member, therefore, is ill immediately preceding such a period and:
- the academic staff member is on full sick pay:
they shall continue on full sick pay, but the closure or holiday period is not counted against entitlement under paragraph 15.
 - the academic staff member is on half sick pay:
they shall continue on half sick pay, but the closure or holiday period is not counted against their entitlement.
 - the lecturer has exhausted their sick pay entitlement and is not receiving any pay:
they shall continue to receive no pay.
29. Where an academic staff member is either on half pay or is not receiving pay he or she may be put on full pay by the procedure in paragraph 30.
30. When an academic staff member is ill immediately preceding a period of closure or a period forming part of their personal holiday entitlement, and has exhausted their sick leave entitlement, or is on less than full pay, and recovers during the above period, they shall be deemed, for the purpose of calculating the amount of salary due, to have returned to duty on the day they are authorised medically fit to do so by means of a doctor's statement obtained for that purpose provided that they actually returns to duty on the first day after the said period.
31. If, during a period of closure or a period forming part of the academic staff member's personal holiday entitlement they fall ill and becomes entitled to Statutory Sick Pay or becomes, or would, but for election to be excepted from liability to pay contributions, become entitled to claim any of the benefits referred to in paragraph 6.2.7 (maternity leave and pay) it shall be their duty to notify thereof (in accordance with paragraph 32 as if the days of closure or personal holiday were working days) so that UEL may either pay Statutory Sick Pay (where appropriate) or make the appropriate deductions.

32. An academic staff member who is absent for more than three working days owing to personal illness shall submit such statements as UEL at its discretion shall require provided that doctors' statements shall not be required, save in special circumstances, more frequently than on the eighth day of absence, at the end of each month of absence and on return to duty, unless fitness for return of duty has already been ascertained and they return to duty on the date specified on the previous doctor's statement. In the case of a prolonged or frequent absence an academic staff member may be required at any time to submit to examination by UEL's Occupational Health Physician. See [UEL's Code of Practice for the Management of Sickness Absence](#).
33. An academic staff member entering hospital or a similar institution shall submit a doctor's statement on entering and on discharge in substitution for periodic statements.
34. In the case of absence due to accident attested by an approved medical practitioner to have arisen out of and in the course of the academic staff member's employment, including any extra curricular or voluntary activity connected with UEL, full pay shall in all cases be allowed, such pay being sick pay for the purposes of paragraph 18 to 31 subject to the production of self certificates and/or doctor's statements from the day of the accident up to the date of recovery and not exceeding six calendar months, after which the case will be reviewed for a decision on any extension of the period of sick pay.
35. Absence resulting from such accidents shall not be reckoned against the academic staff member's entitlement to sick leave under paragraph 15 though such absences are reckonable for entitlement to Statutory Sick Pay.
36. When the approved medical practitioner attests that there is evidence to show a reasonable probability that an absence was due to an infectious or contagious illness contracted directly in the course of the academic staff member's employment full pay shall be allowed for such period of absence as may be authorised by the approved medical practitioner to be due to the illness, and such absence shall not be reckoned against the staff member's entitlement to sick leave under paragraph 15, though such absences are reckonable for entitlement to Statutory Sick Pay.
37. An academic staff member residing in a house in which some other person is suffering from an infectious disease shall at once notify HR Services and shall, if required take such precaution as may be prescribed, provided that if in the opinion of the approved medical practitioner it is considered inadvisable, notwithstanding such precautions, for such a staff member to attend duty, full pay shall be allowed during any enforced absence from duty, such pay being sick pay for the purposes of paragraphs 18 to 31. This provision will also apply where, in the opinion of any approved medical practitioner, it is

inadvisable for an academic staff member to attend duty for precautionary reasons due to infectious disease in the workplace. The period of absence under this paragraph shall not be reckoned against the staff member's entitlement to sick leave under paragraph 15, though such absences are reckonable for entitlement to Statutory Sick Pay.

38. If the absence of the academic staff member is occasioned by the actionable negligence of a third party in respect of which damages are recoverable, they shall advise UEL forthwith, and it shall be competent to UEL to require the staff member to refund a sum equal to the aggregate of sick pay to them during the period of disability of such part thereof as is deemed appropriate but not exceeding the amount of the damages recovered. In the event of the claim for damages being settled on a proportionate basis, UEL will require full details and will determine the actual proportion of sick pay to be refunded by the academic staff member.
39. An academic staff member who is absent from work because of injury in respect of which a claim will lie in the Criminal Injuries Compensation Authority, and is otherwise qualified to receive sick pay, shall receive such sick pay without the lecturer being required to refund any proportion of it from the sum which the Compensation Authority may award.
40. Where an award has been made by the Compensation Authority UEL shall be free to discount wholly or partly the period of sick leave occasioned by the injury in calculating the academic staff member's entitlement to pay as it may see fit on consideration of all the material circumstances.
41. If UEL is of the opinion that the disability which has caused the academic staff member's absence from work is due to their other misconduct, or if the academic staff member has failed to observe the conditions of this scheme, or has been guilty of conduct prejudicial to their recovery the payment of any sick pay under the scheme may be suspended provided that in any such case UEL shall inform the staff member of the grounds upon which the payment of sick pay has been suspended and that they may, at their option, have recourse to the grievance procedure.
42. Sick pay shall not be paid in case of accident due to active participation in sport as a profession, unless UEL by resolution decides otherwise, though Statutory Sick Pay may be payable.

Maternity, Spouse or Partner and Adoption Pay and Leave

43. Please see our [Maternity, Spouse or Partner and Adoption Policy](#).

Performance and Development Review

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

Exclusivity of Service

45. External work which is supportive of the professional responsibilities of academic staff is encouraged by UEL.
46. Before entering into an obligation to undertake any external work, including consultancy, academic staff must inform their Dean of School (or nominee); however, by way of exception, this requirement does not apply to the following: -
- (a) external examining;
 - (b) acting as an assessor or moderator;
 - (c) the production of scholarly works such as books, articles and papers;
 - (d) any other activity specified in this Handbook as not coming within this requirement;
47. The Dean of School (or nominee), having consulted with the Deputy Vice-Chancellor responsible for academic policy, then decide (within 5 working days or whatever other period may be agreed or being reasonable in all the circumstances) if that work will;
- (a) interfere with the performance of the academic staff member's professional responsibilities, or
 - (b) compete or conflict with the interests of UEL, in which case UEL may at its sole discretion require an academic staff member not to undertake the work; such a requirement will not be made unreasonably, will be subject to full consultation with the lecturer and, if made, will be accompanied by full written reasons for it.
48. Where it is intended to use the facilities of UEL in connection with external work, then prior approval is required in accordance with published procedures, which will be included in this Handbook.

Patents and Inventions

49. Please see [Policy on Intellectual Property](#).

Confidential Information

50. Except as authorised by UEL or required by their duties hereunder, an academic staff member shall not use for their own benefit or gain or divulge to any persons, firm, company or other organisations whatsoever any confidential information belonging to UEL or relating to its affairs or dealings which may come to their knowledge during their employment. This restriction shall cease to apply to any information or knowledge, which may subsequently come into the public domain other than by way of unauthorised disclosure.
51. All confidential records, documents and other papers (together with any copies or extracts thereof) made or acquired by an academic staff member in the course of their employment shall be the property of UEL and must be returned to it on the termination of employment.
52. Confidential information must be determined in relation to individual employees according to their status, responsibilities, and the nature of their duties. However, it shall include all information which has been specifically designated as confidential by UEL and any information which relates to the commercial and financial activities of UEL, the unauthorised disclosure of which would embarrass, harm or prejudice UEL. It does not extend to the information already in the public domain, unless such information arrived by unauthorised means.
53. Notwithstanding the above UEL affirms that academic staff have freedom within the law to question and test received wisdom, and to put forward new ideas and controversial or unpopular opinions, without placing themselves in jeopardy of losing their jobs and privileges they have at UEL.

Copyright

54. Please see [Policy on Intellectual Property](#).

Superannuation

55. All members of academic staff are eligible to join the Teachers Pension Scheme (TPS) and will automatically be entered into the TPS unless they opt out of doing so by completing a form which is available from the website of the Teachers Pension Scheme at the following address:

https://www.teacherspensions.co.uk/public/resources/~//media/Files/Documents/Forms/TP_Opt_out_amended_new2.ashx

56. **Please note that the opting out form may only be completed once the staff member has started employment at UEL.**

57. The staff member has the right to rejoin TPS at any stage in their employment with UEL.

Termination of Employment

58. Your employment shall be terminable:

- (i) By UEL, except in the case of probation, dismissal for gross misconduct or other urgent cause, by the giving to you of three months' notice.
- (ii) By yourself on the giving of three months' notice.

Variation of Contract

59. Agreements reached, as a result of national or local negotiations between the University and the recognised trades unions shall, after adoption by the Board of Governors, be automatically incorporated into contracts of employment.

60. Contracts may be varied with the agreement of both parties.