

Main Terms and Conditions Security Staff



Revised June 2015 following consultation with Security Staff, UCU, Unite and Unison

Replaces all previous Terms and Conditions of Employment for Security Staff

Effective 1st August 2015.

1. Continuous Service

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

2. Probation

- a) You will be on probation for a period of one year unless this period is modified in your contract of employment. Your progress will be reviewed by management, normally after three, six and nine months' service. After eleven months' service (or earlier), QMUL 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) Shift Workers

- i) You are required to carry out such duties as may reasonably be assigned from time to time by management. No major changes to any duties may take place without prior consultation, and wherever possible, agreement.
- ii) The average working week for full-time employees shall be 42 hours (including meal breaks) based on a rotating cycle of 12-hour shifts over an eight-week period, including rostered weekends, public holidays and QMUL closures.
- iii) Meal breaks for Shift Workers are included in paid hours and staff are therefore required to remain on site throughout the whole of their shift, including during meal breaks, the time of which will be determined by the Duty Manager.
- iv) The normal working week will include working nights, weekends, public holidays and during QMUL closures, as specified in the shift rota.
- v) For part-time shift workers, any variation from the standard shift hours of work will be as specified in your contract of employment.
- vi) You are not permitted to do any private work involving the use of QMUL facilities without the prior permission of the Director of Department/Head of Service.
- vii) If for any reason you cease to be employed on shift work, a shift allowance will no longer be paid.

b) Non-Shift Workers

- i) You are required to carry out such duties as may reasonably be assigned from time to time by management. No major changes to any duties may take place without prior consultation, and wherever possible, agreement.
- ii) For full and part time non-shift staff, the actual hours of work will be as specified in your contract of employment.
- iii) Meal breaks will not be paid.

iv) You are not permitted to do any private work involving the use of QMUL facilities without the prior permission of the Director of Department/Head of Service.

4. Appraisal and Training

- a) Every member of staff is required to participate in QMUL's annual appraisal scheme.
- b) You will be required to attend such training as required to maintain your licensed status as well as partake in any other training and development required by QMUL to enable you to carry out your duties to the required standard.
- c) QMUL recognises the importance of continuing training and development in line with the needs of the service.

5. Pay Arrangements

- a) Your grade and salary will be as stated in your contract of employment.
- b) QMUL's current salary scales, which incorporate London Allowance, are set out on the HR website and form part of these conditions. Increases to the salary scales will be those approved nationally from time to time for QMUL staff.
- c) For shift workers an annual allowance is payable for working a rotating shift, working nights, weekends, public holidays and during QMUL closed days. This allowance will be subject to annual review with effect from 1st August every year. The level of shift allowance may increase or decrease as a consequence of the review.
- d) Incremental progression will be automatic up to the contribution threshold. Incremental salary 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.
- e) Salaries are paid monthly in arrears on or before the 24th of each month. You will be notified via MyHR of your salary details. The normal method of payment is by transfer to a bank account.
- f) QMUL will deduct income tax, National Insurance contributions and any other statutorily required deductions e.g.: Student loans, CCJs etc.
- g) If you are overpaid, this document gives QMUL authority to recover the overpayment by making deductions from your salary. The rate of any such deduction will not be unreasonable and will be in line with the Payment of Wages Act (1986).

6. Pension Scheme

- a) For staff on grades 1 to 3: the occupational pension scheme for QMUL staff in your grade is SAUL (the Superannuation Arrangements of the University of London).
- b) For staff on grade 4 and above: the occupational pension scheme for QMUL 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) If you join SAUL or USS, you will automatically be entered into QMUL's PensionsPlus scheme. This is a more effective way of paying your pension contributions.
- e) 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, QMUL 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.
- f) The PensionsPlus scheme is not available for staff in the NHS scheme.
- g) 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.
- h) You can get further information from the Pensions' Officers in the HR Department.

7. Additional Hours

- a) Additional hours provisions will only apply to additional work over and above what is stated in your contract of employment and the following conditions apply.
- b) QMUL's policy is to minimise the practise of additional hours working. QMUL will give as much advance notice of additional hours as practicable, but inevitably, some additional hours may be required at short notice due to sickness and emergencies.
- c) Additional hours will normally be compensated by payment. 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.

| Multiplier | Period in which additional hours are worked |
|------------|---|
| 1.2 | Between the end of you 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 |

- d) At the time the additional hours are offered, you should indicate whether you prefer to take time off in lieu or to be paid. If the needs of the service mean that your choice cannot be agreed, management may decide not to authorise the additional hours.

8. Payment for Temporary Additional Duties

- a) If for a complete shift you are required to carry out the full duties and responsibilities of a higher graded job, you will be paid at the rate for job, at the bottom point of the grade of the role you are undertaking.

9. Leave Arrangements

- a) The leave year for all security staff runs from August to July.
- b) The leave entitlement for full-time shift workers is 24 x 12 hour shifts. Part-time shift workers entitlement will be on a pro-rata basis.

- c) The leave entitlement for full time non-shift workers is 30 days, plus public holidays and QMUL closed days.
- d) Annual leave must be authorised by management prior to being taken. Consent will not be unreasonably withheld.
- e) With approval from the Head of Department/Service a maximum of five working days untaken annual leave may be carried forward in exceptional circumstances.
- d) Holiday entitlement in the year of entry or leaving shall be calculated on a pro-rata basis. On termination of employment, a member of staff shall be entitled to payment of salary in respect of holidays accrued but not taken, calculated in accordance with the number of complete months worked in the year. If on termination, a member of staff has taken more leave than has accrued to date, QMUL will deduct an equivalent amount from the final salary payment.

10. Sickness Absence and Pay

- a) If you are unable to come to work for any reason you must adhere to the Estates and Facilities 'Absence Reporting Procedure'.
- b) If you are absent from work owing to sickness provided you have followed the required QMUL notification procedure 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 |

- c) QMUL 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 QMUL and the member shall continue to pay their respective full pension contributions.
- e) QMUL's Code of Practice on Supporting Staff through Sickness sets out provisions for sickness absence and is available on the HR website or from the HR Department.
- f) If you are absent as a result of any injury or accident you must undertake to refund to QMUL 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) QMUL 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 QMUL will be treated as a loan.
- c) QMUL 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, QMUL may at its discretion, decide the period of absence it will disregard.

11. Maternity and Related Family Leave

- a) QMUL's Code of Practice on Maternity and Related Family Leave sets out QMUL's provisions for maternity, paternity, parental and adoption leave. The Code is available on the HR website or from the HR Department.

12. Notice Periods

- a) You may end this appointment at any time by giving one month's notice in writing to the Head of Department/Service.
- b) QMUL may end the appointment at any time by giving notice in writing. You will be entitled to 1 weeks' notice for each complete year of continuous service with QMUL, subject to:
 - i) a minimum of 1 months' notice; and
 - ii) a maximum of twelve weeks' notice
- c) If QMUL ends the contract before its stated end date, it will give notice as set out above.
- d) In the case of gross misconduct or serious breach of contract, QMUL may dismiss you without notice.

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 yourself 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) It is a contractual requirement that staff who undertake exposure prone duties by entering or working in the various research facilities at QMUL must comply with the relevant Department of Health Guidelines. It is furthermore a requirement that staff undertaking such duties must undergo Occupational Health checks as required and be properly briefed in relation to the facilities to be entered.
- c) QMUL will provide protective clothing or uniform appropriate to your duties. All clothing issued must be worn correctly when on duty and personal protective items, such as high visibility vests, must be worn when undertaking the duties for which they are designed. These will remain the property of QMUL.

14. Grievance, Disciplinary and Dismissal Procedures

- a) QMUL's Codes of Practice sets out these provisions and are available on the HR website or from the HR Department.

15. Amendments to Conditions of Service

- a) The Queen Mary Senior Executive reserves the right, following consultation with the recognised unions, to amend these Conditions of Employment.