

Handbook

for
Academic-Related & Other
Related, Clerical, Craft,
Manual, Research and
Technical Staff

2001

August 2001

BIRKBECK
(University of London)

HANDBOOK

FOR

ACADEMIC-RELATED & OTHER-RELATED
CLERICAL, CRAFT, MANUAL, RESEARCH
& TECHNICAL STAFF

APPLICATION OF HANDBOOK

This handbook applies to all members of the Academic-Related, Other-Related, Clerical, Craft, Manual, Research and Technical staff. The handbook supports the contract of employment which also comprises the standard conditions of service issued with the letter of appointment and in certain instances provides extensive details of the contents of contractual procedures.

Appointments are subject to applicable legislation (as amended from time to time) and to the Charter and Statutes of Birkbeck which, in cases of interpretative doubt, shall prevail. Birkbeck reserves the right to amend from time to time the conditions of service included in the handbook, having consulted Birkbeck trade unions. This Handbook supercedes the previous edition produced in 1999.

CONTENTS

<u>SECTION A</u>	<u>PAGE</u>
1. Accidents and Emergencies	6
2. Advertising of Appointments	7
3. Appraisal	7
4. Change of Address/Emergency Contact	7
5. Confidential Information	7
6. Continuous Service	8
7. Department/Site Working	8
8. Disciplinary and Dismissal Procedure	8
9. Duties	16
10. Equal Opportunities	16
11. Financial Regulations and Procedures	21
12. Grievance Procedures	22
13. Identity Cards	23
14. Insurance	23
15. Inventions and Copyright	24
16. Jury Service	24
17. Leave	25
18. Maternity Leave	26
19. Paternity Leave	32
20. Probationary Procedure	33
21. Promotions	36
22. Property	36
23. Redundancy	36
24. Remission of Fees	36
25. Removal and Relocation	36
26. Safety	37
27. Salary	37
28. Scientific Misconduct and Fraud	38
29. Season Ticket Loans	38
30. Sickness and Injury	38
31. Sick Leave	39
32. Staff Development	40
33. (Occupational) Stress Management	40
34. Termination of Employment	40
35. Travelling Expenses and Subsistence Allowances	41
 <u>SECTION B</u>	
36. Pension Schemes	41

SECTION C - Clerical and related staff

37.	Annual Leave	43
38.	Hours of Work	43
39.	Trade Union Membership	43

SECTION D - Technical and related staff

40.	Annual Leave	44
41.	Hours of Work	44
42.	Trade Union Membership	44

SECTION E - Manual staff

43.	Hours of Work	45
44.	Pay	45
45.	Leave	45
46.	Absence and Sick Pay	45
47.	Trade Union Membership	46

SECTION F - Craft staff

48.	Hours of Work	47
49.	Salary	47
50.	Annual Leave	48
51.	Trade Union Membership	48

SECTION G - Academic-Related, Other-Related and Research staff

52.	Duties	49
53.	Hours of Work and Annual Leave	49
54.	Expenses on Appointment	49
55.	Trade Union Membership	50
56.	Fixed-Term Contracts	50

APPENDICES

	<u>PAGE</u>
1. Staff Development Policy	52
2. Policy on Remission of Fees	55
3. Harassment: A Code of Practice for Staff and Students	57
4. Code of Practice on Disability in Employment	65
5. Flexible Employment Policy	70
6. (Occupational) Stress Management Policy	76
7. Policy on Smoking in Birkbeck	83
8. Procedure for Dealing with Sickness Absence	85
9. College-Funded Early Retirement and Voluntary Severance Scheme	88
10. Evening Nursery Scheme	90
11. Redundancy Policy and Procedures	92
12. Computing Regulations	97
13. Code of Practice for the World-Wide-Web	100
14. Guidelines for Users of Display Screen Equipment	103
15. Guidelines on Security and Insurance	105
16. Policy on Issuing Staff Identity Cards	108
17. Public Interest Disclosure ('Whistleblowing') Policy	110
18. Extract from Birkbeck's Financial Regulations	114
12. RESEARCH GRANTS AND CONTRACTS AND OTHER SERVICES	114
13. PRICING CONTRACTS - RECOMMENDED DAILY CONSULTANCY RATES	119
14. ACADEMIC SERVICES, CONSULTANCIES, COPYRIGHT AND THE EXPLOITATION OF INVENTIONS	120
19. Birkbeck Library Rules	124

SECTION A

Section A applies to all Academic-Related & Other-Related, Research, Clerical, Craft, Manual, and Technical Staff.

1. ACCIDENTS AND EMERGENCIES
 - 1.1 EMERGENCY NUMBER 555 (FOR ALL BIRKBECK BUILDINGS)
 - 1.1.1 In the event of an emergency phone 555 (internal telephone number). This may be dialled from most Birkbeck building telephones to REPORT any emergency (e.g. accident, chemical spillage, theft, fire) and to REQUEST help (e.g. First Aider, ambulance, Safety Officer, Police, Fire Brigade). 7 Bedford Square and 32 Tavistock Square phones cannot dial 555 directly. Staff in those buildings should contact the main switchboard - 0207-631-6000 or dial 999 directly. Staff in University College London buildings should follow local procedures.
 - 1.1.2 A '555' call is routed to a special telephone staffed at all times by a Duty Attendant who will summon the required assistance.
 - 1.1.3 It is imperative that '555' callers not only identify themselves and specify assistance required, but also inform the Duty Attendant in which building and precise location in that building the emergency exists.
 - 1.2 IN THE EVENT OF FIRE
 - 1.2.1 When the alarm is sounded all staff must leave the building without delay by the nearest available exit and must not re-enter the building until the alarm has been silenced and permission granted by the Senior Fire Officer or Duty Attendant.
 - 1.2.2 Instructions concerning procedure in the case of fire are displayed at strategic places in all Birkbeck buildings.
 - 1.2.3 Staff should familiarise themselves with these procedures and also with all escape routes.
 - 1.2.4 All staff are expected to act as fire marshals and assist with crowd control outside buildings to ensure that occupants move well away from exits, keep off roads and do not obstruct pavements.
 - 1.3 ACCIDENTS AND FIRST AID
 - 1.3.1 In the event of a SERIOUS accident use the Emergency Number 555 to contact a Duty Attendant to summon an ambulance and a First-Aider.
 - 1.3.2 First Aid
 - 1.3.3 In the event of a minor accident or injury use the Emergency Number 555 and ask the Duty Attendant for a First-Aider.
 - 1.3.4 Updated lists of First Aiders in Birkbeck are kept in lifts, school/departmental offices, at Reception desks in the principal buildings and are published among the Safety Office web pages on the Intranet.
 - 1.3.5 Members of staff wishing to undergo first aid training at Birkbeck's expense should contact the Health and Safety Officer for details of the scheme.

1.3.6 Reporting Accidents (or near misses)

- 1.3.7 Please report all accidents (and near misses) in the Accident Book kept in the General Office at Malet Street (ext.6329) and/or to the Health and Safety Officer (ext 6218).

(updated July 2001)

2. **ADVERTISING OF APPOINTMENTS**

- 2.1 **Please refer to Birkbeck's Recruitment and Selection Guide for further information, copies of which are available from the Personnel Department.**

3. **APPRAISAL**

- 3.1 Birkbeck is committed to the support and promotion of staff development. It recognises that the efficient and effective functioning of Birkbeck depends to a great extent on such initiatives. As part of this process, Birkbeck operates an Appraisal Scheme for members of staff, the aims of which are:-

- to help individual members of staff develop their careers and potential within Birkbeck;
- to improve the performance of members of staff;
- to identify changes in the organisation and operation of Birkbeck and how they will affect the member of staff;
- to improve the efficiency with which Birkbeck is managed;

- 3.2 It is considered that these approaches will result in better understanding of the issues which affect departments, just as it will allow a full discussion with each member of staff regarding their aspirations and career development.

- 3.3 **Copies of the Appraisal Procedures are available from the Personnel Department.**

4. **CHANGE OF ADDRESS/EMERGENCY CONTACT**

- 4.1 Members of staff should notify the Head of his or her Head of School or Department, the Payroll Office, the Personnel Office and the Library of their change of address, telephone number or change of name and the telephone number of people to contact in an emergency.

5. **CONFIDENTIAL INFORMATION**

- 5.1 You shall not, except as authorised by Birkbeck or required by duties hereunder, use for your own benefit or gain or divulge to any persons, firm, company or other organisations whatsoever any confidential information belonging to Birkbeck or relating to its affairs or dealings which may come to your knowledge during your 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.

- 5.2 All confidential records, documents and other papers (together with any copies or extracts thereof) made or acquired by you in the course of your employment shall be the property of Birkbeck and must be returned to it on the termination of your employment.
- 5.3 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 Birkbeck and any information which relates to the commercial and financial activities of Birkbeck the unauthorised disclosure of which would embarrass, harm or prejudice Birkbeck. It does not extend to the information already in the public domain, unless such information arrived by unauthorised means.

[Approved by Governors
July 2001]

Please also refer to Birkbeck's Guidelines on Scientific Misconduct and Fraud (see Section 25).

6. CONTINUOUS SERVICE (Clerical, Manual, Technical and Craft staff only)

- 6.1 For the purposes of long service leave entitlement, holiday pay, sick leave entitlement, maternity pay and pension only, service will count as continuous if the member of staff was employed within the University of London immediately prior to taking up employment with Birkbeck.

7. DEPARTMENT/SITE WORKING

- 7.1 Members of staff are required to carry out their duties at any of the premises belonging to Birkbeck and any associated institution and on field trips in regard to Birkbeck business.

8. DISCIPLINARY AND DISMISSAL PROCEDURE

Section A. PREAMBLE

- 8.1 The following procedures apply to all Academic-Related, Other-Related, Research, Technical, Clerical, Manual and Craft staff employed by Birkbeck, who should familiarise themselves with the provisions.
- 8.2 These procedures have been agreed between Birkbeck and representatives of BCAUT (for Academic-Related and Other-Related Staff), BCMSF for Technical and Craft staff, BCUNISON for Clerical and Manual Staff.
- 8.3 While the above parties to this Agreement agree to honour the provisions of the following procedures, it is not intended to limit the statutory rights of staff members under current legislation or under Birkbeck's Charter and Statutes.

- 8.4 Staff managers need to ensure that staff are made aware of the standards expected of them in their own departments. Guidance and advice should be part of normal working relations between colleagues.

However the above parties agree that disciplinary procedures are necessary both for the smooth operation of Birkbeck and the fair treatment of individual members of staff. The following procedures should not be viewed primarily as a means of imposing sanctions, rather to emphasise and encourage the achievement and maintenance of satisfactory standards of conduct and job performance. Proper utilisation of the procedure will ensure that staff are made aware (i.e. warned) of any misconduct, or failure to perform the duties of their post satisfactorily (for reasons other than sickness or injury) at the earliest opportunity. This should usually be an effective method of achieving the standards required.

- 8.5 However, in the case of serious offences, disciplinary action may be taken including dismissal.
- 8.6 It will be a matter for local management and the member of staff's line manager (or equivalent) to decide which matters are likely to warrant disciplinary action being taken.
- 8.7 The Director of Personnel should be consulted as to the correct approach at all stages prior to embarking on disciplinary action.

Section B DISCIPLINARY PROCEDURE (EXCLUDING GROSS MISCONDUCT)

- 8.8 The Procedure involves an informal stage and/or 3 formal stages:-

Examples of disciplinary action (excluding gross misconduct) are given at the end of Section B.

- 8.9 Informal - non-disciplinary action

Minor offences will be dealt with informally by the immediate supervisor or line manager. Examples of such offence(s) might include (but are not limited to) timekeeping and carelessness. The line manager should make clear the nature of his or her concern together with any suggestions as to how the member might improve their work performance and/or conduct. A note will be kept by the line manager of their discussion with the staff member including incident(s) that gave rise to concern and the date(s) on which these occurred. A copy of this will be given to the staff member.

Stage 1

- 8.10 First formal oral warning

- (a) In the event of such informal measures not having the desired effect or where the matter is of a more serious nature, the disciplinary procedure would proceed to Stage 1.
- (b) A member of staff whose work performance and/or conduct is considered to be unsatisfactory, should first be given a formal oral warning by the line manager (or equivalent) in the presence of a friend or a local branch trade union representative, if their presence is requested by the staff member. It is expected that before issuing a formal oral warning, the line manager (or equivalent) will have ensured that the matter was properly investigated and will have

carefully considered the member of staff's defence, particularly in regard to any mitigating circumstances as put forward by the staff member or their friend or local branch trade union representative.

The nature of the warning should be made clear in writing together with any suggestions as to how the member might improve his/her work performance and/or conduct. The member of staff will also be advised that this is the first stage of the disciplinary procedure, the duration of the warning will be specified (see Section E) and the staff member will be warned of the likely consequences of further disciplinary action and of his/her right to appeal against the warning under Section G. A written record should be kept by the line manager of the incident(s) and a copy should be sent to the staff member and to the local branch trade union representative or a friend (if the presence of either at the meeting was requested by the staff member) and to the Director of Personnel.

Stage 2

8.11

Second formal warning

(a) Disciplinary Interview

1.1 In the event of such a warning not having the desired effect, or where the matter is of a more serious nature, the disciplinary procedure would proceed to Stage 2. A written explanation would be given to the staff member, stating why it is necessary to proceed to Stage 2.

1.2 The member of staff shall be asked by the line manager in writing to explain the unsatisfactory work performance and/or conduct to the Dean of Faculty or Head of Administrative Section (or nominee) at a formal disciplinary interview and shall also be advised that the local branch trade union representative or a friend may be present if the member of staff wishes. The Dean of Faculty or Head of Administrative Section (or nominee) shall consult with and seek advice beforehand from the Director of Personnel (or nominee) who shall be present at the interview to advise. The Director of Personnel (or nominee) shall give the Dean of Faculty or Head of Administrative Section (or nominee) and the member of staff at least five working days' notice of the disciplinary interview, or such notice as is mutually agreed, together with written details of the complaint. Witnesses may be called to provide evidence and they may be questioned by all parties present at the disciplinary interview.

(If the member of staff's line manager is the Dean of Faculty or Head of Administrative Section, a senior member of Birkbeck [nominated by the College Secretary (or nominee)] will conduct the disciplinary interview.)

(b) Written warning

1.3 Having fully investigated the complaint and having taken all circumstances into account, and having regard to the seriousness of the offence, the Dean of Faculty or Head of Administrative Section (or nominee) will consider whether a written warning is necessary. If no written warning is necessary, the staff member will be notified of this in writing by the Director of Personnel (or

nominee). If a written warning is necessary, this will be given to the member by the Director of Personnel (or nominee), stating (i) details of the complaint, the expected improvement in the work performance/general conduct, (ii) the length of any period allowed for this (iii) the procedure and consequence (i.e. further formal warning) to which the member will be liable in the absence of the required improvement. A copy of the written confirmation having been retained, such warning shall be noted on the member's record and copied to the union representative or friend who was present at the disciplinary interview. Disciplinary action may call for a report to be made at the end of the time period specified with respect to the formal written warning in order to confirm or otherwise that sufficient improvement has taken place. The member shall be informed in writing of the right to appeal under the procedure outlined in section G below.

Stage 3

8.12

Final warning

- 2.1 If there is still a failure to improve and conduct or performance is still unsatisfactory, or where the matter is sufficiently serious, the College Secretary (or nominee) and a senior member of Birkbeck not previously involved in the case and not from the same department would investigate the matter by holding a disciplinary interview (referring to stage 2 (a) as a guide). They may issue a final written warning which will give details of the complaint, will warn that dismissal will, depending on the particular circumstances and following an investigation, automatically result if there is no satisfactory improvement and will advise of the right of appeal under the procedure outlined in Section G.

Stage 4

8.13

Dismissal

- 2.3 If conduct or performance is still unsatisfactory, dismissal will normally result. The College Secretary (or nominee) will take the decision to dismiss. The staff member will be provided, as soon as reasonably practicable, with written reasons for the dismissal, the date on which employment will terminate and the right of appeal outlined in section H.

8.14 Grounds for disciplinary action (other than for gross misconduct)

The following are examples of the sort of offences other than gross misconduct which could lead to disciplinary action. The decision on which option(s) to pursue will rest with the relevant line management (in consultation with the Personnel department). The list is not exhaustive or exclusive:

- a) failure to perform satisfactorily the duties of the post. The duties are as defined by the employing department in the current job description;
- b) failure to comply with reasonable instructions or requests from the line manager;
- c) persistent, unsatisfactory time-keeping.
- d) careless destruction or waste of Birkbeck property and/or failure to report such.

- e) unauthorised absence or frequent periods of short unauthorised absence;
- f) breach of confidentiality (e.g. disclosure of confidential information to a person not authorised to receive it);
- g) breach of Birkbeck's safety regulations or rules;
- h) breach of the Financial Regulations;
- i) breach of Birkbeck's rules about the e-mail or computer use procedures;
- j) incapacity to perform the duties of the post due to the influence of alcohol or unauthorised drug taking;
- k) rudeness to colleagues, visitors or students;
- l) sexual or racial harassment or bullying of a member of Birkbeck or visitor. Birkbeck's policy 'Harassment: A Code of Practice for Staff and Students' will need to be followed;
- m) breach of a specified condition of employment.

8.15 **Section C DISCIPLINARY PROCEDURE - GROSS MISCONDUCT**

8.16 Examples of gross misconduct are given at the end of Section C.

8.17 Where there is an allegation of gross misconduct or serious breach of contract, and a decision is taken by the College Secretary (or nominee) following consultation with the Director of Personnel (or nominee) to suspend a member, such suspension will be on full pay (pension benefits will also not be affected) and will normally be for not more than five working days, or such time as may be necessary to investigate the matter properly, pending an investigation by a senior member of Birkbeck by such means as he or she considers necessary (e.g. interviews, reviews of documentation/evidence). The staff member will be informed in writing that they have the right to have a friend or local branch trade union representative present, if he or she wishes, in his or her discussions with Birkbeck's representative. The member shall be given reasons for suspension and, wherever possible, this should be in the presence of the local branch trade union representative or a friend, if the member so requests.

8.18 A formal disciplinary panel shall then be constituted by the College Secretary (or nominee) which will consist of the College Secretary (or nominee) and a senior member of Birkbeck who shall not be from the staff member's department. The member of staff shall be advised in writing of the right to be accompanied by the local branch trade union representative or a friend for the purpose of submitting evidence or making a statement at such investigation. Witnesses may be called and questioned by all parties.

- 8.19 If, after investigation, the decision is taken to dismiss, then the Director of Personnel (or nominee) shall confirm the decision in writing within three working days together with the reasons for the decision and advising of the rights of appeal, under the procedure outlined in section H.
- 8.20 The following are examples of offences amounting to gross misconduct. The decision on which option (s) to pursue will rest with the relevant line management (in consultation with the Personnel department. The list is not exhaustive or exclusive:
- a) theft or unauthorised removal of property or receipt of stolen property of Birkbeck or any member, employee or visitor to Birkbeck;
 - b) wilful damage to any property within the precincts of Birkbeck, irrespective of ownership;
 - c) forgery involving the deliberate falsification of documents or other materials;
 - d) threatening or using physical violence or gross abuse against any member of or visitor to Birkbeck, or any other authorised person present on Birkbeck property.
 - e) sexual or racial harassment or bullying of a member of Birkbeck, or visitor. (Please see Birkbeck's policy 'Harassment: A Code of Practice for Staff and Students' will need to be followed);
 - f) serious insubordination and/or refusal, without reasonable cause, to carry out a legitimate instruction given by an authorised member of staff;
 - g) wilful disregard of duties or instructions relating to employment;
 - h) wilful and serious breach of confidentiality;
 - i) wilful and serious breach of Birkbeck's health and safety rules, regulations or instructions;
 - i) in serious cases, breach of the Financial Regulations;
 - j) serious incapacity to work due to being under the influence of alcohol or illegal drugs, where conduct could endanger staff, students or the public. Wherever possible, a medical doctor will be asked to make an assessment of the staff member's health and/or state of mind;
 - k) conviction of any criminal offence which in Birkbeck's view may render the person concerned unfit to hold his or her post (Please refer to Section F);
 - l) unauthorised entry into an area of Birkbeck which is specifically barred or where a clear notice to this effect is displayed;
 - m) negligence resulting in serious loss, damage or injury;
 - n) the use for personal gain of confidential information obtained by a member in the course of the member's employment.

Section D
8.21

DISCIPLINARY ACTION AGAINST TRADE UNION REPRESENTATIVE(S)

The procedures outlined above shall apply equally to those members of staff who are accredited branch trade union representatives, as notified under a Procedure Agreement. On any occasion where such an employee is to be the subject of a disciplinary hearing, however, the Director of Personnel (or nominee), should in addition to informing the staff member of the right to be accompanied by a union representative or friend from Birkbeck, inform the appropriate full time union official as quickly as reasonably practicable and, in any case, before the date of the hearing is fixed. Similarly, the full time official should be given a copy of any communication containing the result of such a disciplinary hearing which is sent to the member of staff. If the head of the local trade union branch and the staff member so wish, the member of staff concerned will be accompanied by the full time official to the disciplinary hearing.

Section E
8.22

DURATION OF WARNINGS

The duration of warnings will be described in writing to the staff member at the time the warning is issued. Oral and written warnings will normally last for one year, except in the case of serious offences where the period may be up to three years. When the warning expires, and provided that no further incident(s) have occurred, the warning will not remain on the staff member's record.

Section F
8.23

CRIMINAL OFFENCES OUTSIDE EMPLOYMENT

These shall not normally be treated as automatic reasons for dismissal regardless of whether an offence has any relevance to the duties of the staff member. The main considerations shall be whether the offence is one that makes the staff member unsuitable for his or her type of work or unacceptable to other staff members. Staff members shall not be dismissed solely because a charge against them is pending or because they are absent through being remanded in custody.

Section G
8.24

APPEALS AGAINST FORMAL WARNINGS

- (a) Birkbeck will inform the member of the right to appeal against a formal warning and of the procedure to be followed.
- (b) A member who wishes to appeal against a formal warning should submit in writing notice of appeal to the Director of Personnel within five working days of receipt of the written notice of a formal warning, together with full reasons for the appeal. The appeal application will normally be considered by a senior member of staff not from the same department and not previously involved in the case. A hearing will normally be arranged within two weeks of receipt of the appeal application. The member will be informed in writing of the right to be accompanied by a local branch trade union representative or a friend.

(c) After considering the case, the senior College member concerned will decide to proceed in one of the following ways:

- (i) to uphold the appeal and expunge the warning from the employee's record;
- (ii) to modify the warning or its duration;
- (iii) to dismiss the appeal and confirm the warning.

The member of staff will be informed of the outcome in writing.

(d) The above disciplinary procedure shall not extend to members with less than 26 weeks' continuous service. Please refer to the Probationary Procedure for Non-Teaching-Staff for further information.

Section H.

8.25

APPEALS AGAINST DISMISSAL

- (a) Birkbeck will inform a member in writing of the right to appeal against dismissal and the procedure to be followed.
- (b) A member wishing to appeal against dismissal or any disciplinary action other than formal warnings should submit in writing notice of appeal to the Director of Personnel within five working days of receipt of the written notice of termination or disciplinary action. The notice should include full reasons for the appeal
- (c) Where disciplinary action has taken the form of dismissal the appeal should be heard during the period of notice. In the case of summary dismissal or dismissal with pay in lieu of notice, the period would be that which otherwise constituted the period of notice for the individual concerned.
- (d) The appeal shall be considered by an Appeals Committee comprising 3 persons not previously involved in the case. One person shall be chosen by Birkbeck and the local branch trade union together with a Chairman (who will normally be a lay governor) selected by mutual agreement between the College Secretary (or if the College Secretary has been previously involved, with the Master or nominee) and the Chair of the local branch of the trade union. Birkbeck shall advise the member of staff in writing of the right to have the local trade union representative or a friend present at the appeal hearing for the purpose of presenting the case. The member of staff shall be given notice in writing at least 7 days (14 days in the case of dismissal) in advance of time and place of the hearing, except that a shorter period of notice may be agreed by all the parties involved, and shall be notified that they are allowed to call witnesses and produce documents relevant to their defence at the hearing.
- (e) Birkbeck's representative(s) shall put the case in the presence of the appellant and the appellant's representative and may call witnesses. The Appellant (or representative) shall make a statement in the presence of Birkbeck's representative(s) and may call witnesses. Both the appellant (or representative) and Birkbeck's representative(s) shall have the opportunity to question each other and any witnesses who may be called. The members of the Appeals Committee shall have the opportunity to ask questions of the Appellant, College representative(s) and witnesses.

- (f) Birkbeck's representative(s) and the appellant (or representative) shall have the opportunity to sum up if they so wish.
- (g) Birkbeck's representative(s), the appellant (and representative) and witnesses shall withdraw.
- (h) The Appeal Committee will then consider the appeal in private, only recalling the parties involved to clear points of uncertainty on facts already given. If, for example, Birkbeck's representative(s) is recalled, the appellant and representative has the right to be present.
- (i) The Appeal Committee shall announce its findings to the College Secretary (or Master or nominee, if the College Secretary was involved in the matter prior to para (e)), who will inform the appellant.
- (j) The right of appeal against dismissal shall not extend to members with less than 26 weeks' continuous service, nor is it considered appropriate in cases of appeal against cessation of employment by reason of early retirement, which may be raised under the grievance procedure.
- (k) Where, at any stage, an appeal against dismissal or disciplinary action is upheld, reference to such dismissal or disciplinary action shall be removed from the record of the member of staff who shall be notified in writing accordingly.

9. DUTIES

- 9.1 The member of staff is required to undertake such duties as are appropriate to the job and grade of the post; these will be determined by the Head of Administrative Section/Dean of Faculty or any other person deputed by him/her (who is the Head of School, for staff working in academic areas) and shall be responsible for the performance of these duties to them. The main duties are described in a job description, issued to the member of staff at the start of their employment and which may be varied from time to time. The member of staff may be required to undertake such other duties and/or hours of work as may reasonably be required.
- 9.2 A member of staff may not accept other paid employment during their working hours and may not undertake work which interferes in any way with College duties, without the express written authority of the Dean of Faculty/Administrative Section Head.

10. EQUAL OPPORTUNITIES IN EMPLOYMENT POLICY

10.1 POLICY STATEMENT

10.1.2 Birkbeck's Equal Opportunities in Employment Policy is that:

Birkbeck and the Trade Unions, parties to this agreement, are committed to the development of positive policies to promote equal opportunity in employment. Therefore, the equal opportunities policy of Birkbeck is that the only consideration in recruitment, training, appraisal and promotion of employees must be how the genuine requirements of the post are met or likely to be met by the individual under consideration. These requirements, including retirement at the appropriate age, being met, no regard should be taken (except where the law

allows) of that person's race, sex, age, marital status, number of children, disability, sexual orientation, or beliefs or lawful preferences, privately held, on any matter, including religion, politics and sex.

- 10.1.3 The policy represents a commitment by Birkbeck that there will be no unlawful discrimination, victimisation or harassment. Each staff member is obliged to adhere to the Policy. Breaches of the policy by staff members will be treated as a disciplinary offence.

10.2 EQUAL EMPLOYMENT OPPORTUNITIES OFFICER

- 10.2.1 The Director of Personnel is the designated Equal Employment Opportunities Officer for employment matters in Birkbeck with responsibility for:

- (i) advising Birkbeck, its committees, officers and staff;
- (ii) keeping up to date on new developments;
- (iii) monitoring equal employment opportunities in Birkbeck;
- (iv) devising, developing and publicising employment policies and procedures and providing training.

- 10.2.2 Staff who have concerns concerning equal opportunities should contact the Personnel Department, College trade union or a College Harassment Adviser for advice. Alternatively staff may contact their line manager, or Head of School or the Dean of Faculty or the Head of Administrative Section (for staff working in Central Administration). Staff may also contact the Personnel Department for advice.

- 10.2.3 If job applicants have concerns about recruitment and selection they should write to the Director of Personnel, who will investigate the matter.

10.3 RECRUITMENT

- 10.3.1 Staff involved in recruiting and selecting people for jobs, particularly those involved in shortlisting and interviewing are required to follow Birkbeck's Recruitment and Selection Guidelines. Staff involved in shortlisting and interviewing are also required to participate in a formal training course, unless they have participated in a similar event in recent years.

The following section is derived from the Recruitment and Selection Guidelines:

10.3.2 Job Specification

For all posts a job specification should be provided which sets out the duties of the job and the requirements needed of the person to fill it. It should contain sufficient information about the duties and the responsibilities of the post to enable the applicant to complete an application and the selection panel to form the basis on which shortlisting for interview and selection can be made. The purpose of the job specification is to ensure that the job is fulfilling the needs intended and that the

educational qualifications, work experience and personal skills required are essential for the performance of the job. These should be reviewed from time to time, in particular, when a post becomes vacant. The job specification will form the basis for all advertisements and, therefore, must be prepared before a post is advertised.

- 10.3.3 Inessential requirements should not be included since they may discriminate inadvertently against particular groups, e.g. people with disabilities. Further, it is important to avoid indirect discrimination by setting a requirement which will have the effect of unlawfully excluding particular groups, perhaps on the basis of their gender, disability or ethnic group, unless the requirement can be shown to be essential to the performance of the job.

10.3.4 Publicising Vacancies

All permanent, College funded posts will be externally advertised except in certain cases where reduced complements are to be met in accordance with Birkbeck's Strategic Plan. In those cases posts will be internally advertised only. If it is demonstrated that no member of Birkbeck staff who has applied possesses the necessary skills those jobs will then be externally advertised. Where employees are, for example, predominantly of one sex or racial origin advertisements and/or job specifications may encourage applicants from the under represented group concerned while making it clear that the eventual selection will be solely on the basis of suitability for the job.

- 10.3.5 All staff will receive a copy of this document which will be included in staff handbooks.

10.3.6 Applications

Where the completion of a College application form or a CV would require a higher standard of English or comprehension than is necessary for the performance of the job, alternative methods of application, e.g. the applicant being assisted in recording the information, will be used at the applicant's request.

- 10.3.7 Applicants have a legal right to bring complaints of discrimination. To allow these to be investigated, a note by those involved in shortlisting and interview of the reason(s) for rejecting applicants and panel members' notes must be kept for a period of one year.

10.3.8 Selection

Shortlisting and interviewing should be carried out by more than one person. It can be the case that subconscious prejudice or stereotyping leads to unlawful discrimination. Each candidate should receive impartial consideration avoiding generalised assumptions about people perhaps of a particular sex, ethnic group, age or with disabilities. Wherever possible staff involved in shortlisting should be members of the selection panel. All interview panels for College-funded posts should have at least one man and one woman on them.

- 10.3.9 Members of selection panels should ensure fair treatment of candidates:
- (i) By allowing approximately the same interview time for each candidate;
 - (ii) By asking broadly comparable questions of all candidates, which should be agreed in advance by the panel;

- (iii) By asking questions which relate to the job requirements set out in the job specification and its Skills/Person profile;
- (iv) By not asking questions about candidates' domestic circumstances.

Please refer to Birkbeck's Recruitment and Selection Guidelines

10.4 EMPLOYMENT

- 10.4.1 All College employment procedures [including recruitment and selection, induction, probation, staff development, promotion and pay arrangements, discipline and grievance] will be regularly reviewed to ensure that they are in accord with the promotion of equal opportunities. They need to include clear guidelines and criteria. They need to be operated fairly and as far as possible apply to all staff in Birkbeck. All staff will have ready access to relevant procedures.
- 10.4.2 Support staff have the same maternity leave entitlement as academic and academic-related staff (with some minor provisos).
- 10.4.3 Birkbeck has a paternity scheme which allows fathers up to two weeks' paid leave and up to six months' unpaid leave.
- 10.4.4 Birkbeck's strategy in recent years has been to harmonise employment policies and procedures.
- 10.4.5 Birkbeck's disciplinary and grievance procedures will be used to deal with any formal complaints about:
 - (i) behaviour or language which is contrary to Birkbeck's equal opportunities policies;
 - (ii) alleged victimisation by other members of staff of an employee who has complained about such behaviour or language;
- 10.4.6 Subject to working needs, requests for leave to observe religious holidays and other forms of worship will be considered sympathetically;

Please refer to Birkbeck's policy "Harassment: A Code of Practice for Staff and Students".

10.4.7 Appraisal and Staff Development

Please refer to Birkbeck's Staff Development Policy.

- 10.4.8 Deans of Faculties (in consultation with Heads of Schools) and Administrative Section Heads are required to review the training and development needs of all their staff, particularly those in managerial or supervisory positions, to take account of Birkbeck's Equal Opportunities in Employment Policy.
- 10.4.9 In assessing such needs, Deans of Faculties and Administrative Section Heads will be asked to have particular regard to the special requirements of some staff, e.g. those with learning difficulties, those with disabilities, those returning to work after a career break or maternity leave or those from groups under-represented in an area of work.

10.4.10 Appraisal interviews will be used to assist the process of identifying development needs.

10.4.11 Details of training activities will be publicised to ensure that all staff are aware of such opportunities. Those staff who work part-time or are involved in shift work will be offered training opportunities comparable to those offered to other staff.

10.4.12 Where necessary, training events will include provision for staff with disabilities.

10.5 FLEXIBLE EMPLOYMENT

10.6 Many staff work part-time or term-time only. Please refer to Birkbeck's Flexible Employment Policy regarding these and other possible options, including career breaks.

10.7 PEOPLE WITH DISABILITIES

Birkbeck complies with the Disability Discrimination Act and has produced a Code of Practice on Disability in Employment. In summary, staff are required to ensure that every reasonable accommodation is made to meet the needs of disabled people either as prospective job applicants or as members of staff. 'Disability' is defined as having a serious long-term illness, injury or impairment which adversely affects their day-to-day activities. Very often their needs can be met by relatively minor adjustments to working arrangements and he or she can then work as well as, if not better, than other people. Disability should not be confused with inability.

Please refer to Birkbeck's Code of Practice on Disability in Employment.

10.8 CHILD CARE

Birkbeck in co-operation with the Institute of Education operates an evening nursery during term-times from 5.30 to 9.00 p.m., staffed by qualified nursery officers, for children aged from 2 years to 10 years. Places are available for children of both staff and students. For further information please contact the Personnel Administrator on 0171-631-6527 or the Nursery staff directly after 5.30 p.m. during term-times (the latter's telephone number is 0171-323-5475).

10.9 MONITORING

10.9.1 In order to assess whether the Equal Opportunities in Employment Policy is effective it is necessary to monitor the various employment procedures. In part this involves the collection and retention of data relating to individual staff and job applicants. These data include the person's gender, date of birth, disability (if any) and ethnic origin. Staff and job applicants are required to provide this information by the completion of an equal opportunities monitoring form which is returned to the Personnel department for inclusion in its confidential database.

10.9.2 The Personnel Department produces an annual report for the Governors, Staffing Committee and trade unions on the promotion of Equal Opportunities in Birkbeck. The full report is included in the Staffing Committee papers, copies of which are lodged in Birkbeck Library. Included in this is an analysis of the representation by job category and grade of staff by gender, age, disability and ethnic origin. These data are compared to information available at national level. In this way an analysis of Birkbeck's progress is determined.

10.10 REVIEW OF THE POLICY

- 10.10.1 The Staffing Committee, which includes the Master, Vice-Master, College Secretary and Deans of Faculties, is the main College body for considering and determining employment policies and practices. If changes are required to conditions of employment, the Committee normally makes recommendations to the Governors for approval, via the Finance and General Purposes Committee.
- 10.10.2 The Director of Personnel reports to the Staffing Committee, which normally meets termly.
- 10.10.3 Policies and procedures are discussed and negotiated with Birkbeck's trade unions.

10.11 COPIES OF EMPLOYMENT POLICIES

Copies of employment policies, including those mentioned above, are contained in Staff Handbooks, which are available from the Personnel Department. The Handbooks are also available on Birkbeck's Intranet, under 'Personnel Department' on Birkbeck's Home Page of the World-Wide-Web.

10.12 FURTHER INFORMATION

For further information please contact the Personnel Department.

(Approved by Governors
in July 1999)

Please also refer to the Appendix for:

- (i) Harassment: A Code of Practice for Staff and Students;**
- (ii) Flexible Employment Policy;**
- (iii) Code of Practice on Disability in Employment;**
- (iv) Information regarding Birkbeck evening nursery scheme;**
- (v) Recruitment and Selection Guide, copies of which are available from the Personnel Department.**

11. **FINANCIAL REGULATIONS AND PROCEDURES**

- 11.1 **Members of staff are required to be familiar with and adhere to Birkbeck's Financial Regulations and Procedures, in particular regulations concerning the purchase of goods and services (Section G.6), claims for expenses (Section G.17), and outside work (Section G.14). Each academic department and administrative section has a reference copy of these in the departmental office.**

Please also refer to the Appendix for the following extract from the Financial Regulations and Procedures:

- (i) 12. RESEARCH GRANTS AND CONTRACTS AND OTHER SERVICES**
- (ii) 13. PRICING CONTRACTS - RECOMMENDED DAILY CONSULTANCY RATES**

(iii) 14. **ACADEMIC SERVICES, CONSULTANCIES, COPYRIGHT AND THE EXPLOITATION OF INVENTIONS**

12. **GRIEVANCE PROCEDURES**

GRIEVANCE PROCEDURES - This policy has been revised, see Policies, Guidelines and Strategy section on Human Resources home page

12.1 Individual Issues

All staff have the right to seek redress for a grievance relating to their terms and conditions or other matters relating to their employment at Birkbeck. The Grievance Procedure is as follows and its aim is to settle the grievance in the shortest time possible. Pending the resolution of the grievance, the position of the complainant will be safeguarded.

Stage 1: Within the Faculty/Central Administrative Department concerned

- 12.1.1. Normally an employee with a personal grievance - not related to disciplinary offences which may lead to dismissal but related to any other matters concerned with terms and conditions of employment - will discuss the matter personally with his or her immediate supervisor in the first instance.
- 12.1.2 If an employee is not satisfied, the employee or a branch union representative should raise the question with the Head of Administrative Section or Head of School, who will, as soon as possible, meet the employee who may be represented by the branch officer or accompanied by a friend from within Birkbeck to seek to resolve the matter.

Stage 2 Involving the Personnel Department

- 12.1.3 If the issue is not resolved, the matter should be referred by the employee or appropriate branch officer of the Union to the Director of Personnel in consultation with the Administrative Section Head/Dean of Faculty (the latter applies only to staff working in academic departments). The Director of Personnel, will, if it felt necessary by either side, meet the member of staff who may be represented by the local branch officer or accompanied by a friend from within Birkbeck to seek to resolve the matter.
- 12.1.4 If the issue is still not resolved, notification in writing should be given by the appropriate local branch representative of the Union to the College Secretary, who will meet in an effort to resolve the matter.
- 12.1.5 If the issue still remains unresolved, a specially convened meeting of the Joint Committee will be called to resolve the matter.
- 12.1.6 If the issue is still not resolved, notification in writing should be given to the College Secretary by the appropriate officer of the Union in order that the matter may be submitted to a Committee specially formed for the purpose. The committee shall consist of three persons not previously involved in the case. One person shall be chosen by each side together with a Chairman selected by mutual agreement between the College Secretary and the Chairman of the Birkbeck branch.

12.2 COLLECTIVE ISSUES

- 12.2.1 Where issues are of general application affecting some or all of the groups of staff within a category of staff covered by this Agreement, they shall be raised in the first instance by the local union representatives with the immediate supervisor and subsequently with the Director of Personnel.
- 12.2.2 If the issue is not resolved, it shall be referred in writing by the appropriate local branch officer of the Union to the Director of Personnel who may meet in an effort to resolve the matter. If the matter is not resolved, the same procedure as set out in paragraphs 12.1.4 to 12.1.6 above shall apply.
- 12.2.3 In order to ensure the speedy resolution of grievances, not more than one month should elapse between the issue causing the grievance and a grievance being registered or between the failure to resolve the grievance at one stage and a request to proceed to the next stage.

13. **IDENTITY CARDS**

For information about Birkbeck's policy concerning staff identity cards, please refer to the Appendix.

14. **INSURANCE**

- 14.1 Staff, students and visitors on Birkbeck's premises are covered by Birkbeck's insurance policies. However, the policies do not cover theft of personal effects, which are the responsibility of the owner and not the College. You should note that personal effects include academic staff's own textbooks which are kept on College premises.
- 14.2 Birkbeck also has a Personal Accident policy which is specifically for staff and students on Birkbeck field trips anywhere in the world and covers accidental death or bodily injury (within the limits specified in the policy). It only applies to formally organised field trips with both staff and students participating. Staff going on field trips should arrange personal insurance cover for other forms of travel insurance, e.g. ill-health or loss of possessions, which are then reimbursed to the staff member by Birkbeck.
- 14.3 Birkbeck does not provide medical or personal injury insurance for staff and students travelling abroad on College Business (e.g. conferences, research trips, funding discussions, etc), other than Employers' Liability and Public Liability policies which are both worldwide and cover death, injury, or disease where the College is liable (i.e. where Birkbeck is officially held responsible for the loss).
- 14.4 All staff travelling abroad should ensure that they have adequate cover for injury, illness and losses. The costs of travel insurance on approved Birkbeck business may be reclaimed from the College. The prior approval of the Dean of Faculty/ Head of Administrative Section is required for trips on Birkbeck business.
- 14.5 All Birkbeck's policies, including individual travel policies, carry an excess. The excess is borne by the Faculty, School or Department concerned.

- 14.6 All enquiries on College policies should be directed to the Management Accountant from whom claim forms are available.

[August 2001]

For more information on Birkbeck's insurances, please refer to Section G19 of the Financial Regulations.

15. INVENTIONS AND COPYRIGHT

- 15.1 Members of staff are obliged to comply with Birkbeck's policy and procedures on outside work, consultancies and inventions set out in G.14 of the Financial Regulations.

Please refer to the extract from the Financial Regulations which is in the Appendix. (Please also refer to Section 11 above).

16. JURY SERVICE

- 16.1 A member of staff who is called for Jury service should inform his or her line manager immediately, so that appropriate arrangements can be made to cover for their absence in good time.
- 16.2 Jurors are normally informed at the start of a trial if they are likely to be required for more than the usual two weeks. The staff member on jury service should keep their line manager regularly informed about how long they are likely to be away from work. The staff member can ask the court to postpone the date for service if the original date interferes with important work commitments. They should write to the court with details. However, this should only be done in exceptional circumstances, as Birkbeck encourages staff to participate in this important public duty.
- 16.3 A member of staff will receive a certificate for loss of earnings with their juror's information pack. This form should be sent to Payroll for completion. Jurors are paid an allowance based on their average daily net pay for each full or half day that they are required to attend court up to a fixed limit per day. Payroll calculate this net pay and certify the amount on the form. The form must be handed to the court on the first day of jury service.
- 16.4 Travelling expenses to and from the court and a daily subsistence allowance are also payable.
- 16.5 Daily allowances are usually paid by the court within a couple of weeks of the end of jury service. Employees should inform Birkbeck's Payroll section of the amount received in respect of loss of earnings. This amount is then deducted from the next Birkbeck salary payment. The deduction is taken before tax and N.I. are calculated but it does not affect superannuable pay. Your total income for the

jury period will therefore be the same as if you had worked your normal hours at Birkbeck.

- 16.6 Payroll do not need to know the amounts paid in respect of travelling and subsistence, which are paid in addition to the fee.

[August 2001]

17. LEAVE

17.1 Annual Leave

The Leave Year is from 1st October to 30th September.

- 17.2 The right to require that leave be taken at times suitable to the interests of Birkbeck is reserved to the Head of Administrative Section/Dean of Faculty and his or her prior agreement, which shall not be unreasonably refused, must be obtained before leave dates are arranged.
- 17.3 All annual leave to which the member of staff is entitled must normally be taken during the current leave year, but in exceptional circumstances (e.g. resulting from prolonged absence through illness, exceptional pressure of work), permission may be granted at the discretion of Birkbeck, to carry over leave up to a maximum of five working days up to the end (i.e. 30th September) of the following leave year. Thereafter, unused leave will be forfeited. Formal application must be made to the Head of Administrative Section/Dean of Faculty (or nominated deputy) before the end of the current leave year, otherwise it will be forfeited. This scheme does not apply to statutory public holidays or College closure days at Christmas and Easter, for which time-off in lieu cannot be granted.
- 17.4 Members of staff who retire or resign will be entitled to annual leave in proportion to their length of service after 1st October in the current leave year. There will be an adjustment in the final salary in respect of any annual leave not taken, or taken in excess of the total entitlement.

For part-time members of staff annual leave entitlement is pro rata the full-time entitlement specified further on in the handbook, based on the following formula:

No. of working days' leave entitlement for full-time staff x fte, so if someone is a clerical staff member working 14 hours per week (35 hours for full-time staff), his or her annual leave entitlement will be:

$$20 \text{ days} \times 14/35 = 8 \text{ working days}$$

17.5 Public and Other Holidays

- 17.5.1 Full-time members of staff are entitled to paid holidays on the eight public/statutory holidays and on six other College closure days at Christmas and Easter.
- 17.5.2 Part-time members of staff are entitled to payment for such public/statutory holidays as they would normally have worked.

17.6 **Compassionate Leave**

COMPASSIONATE LEAVE - This policy has been revised, see new Family, Paternity and Parental Leave policy (Policies, Guidelines and Strategy section on Human Resources home page)

17.6.1 Members of staff may be granted paid compassionate leave, for example, to attend the funeral of a family member, or to attend to urgent family affairs after a bereavement, or to look after a seriously ill dependant for a short period of time. Compassionate leave up to a maximum of five days may be granted by the immediate line manager who should at all times treat the request with sympathy. When compassionate leave is granted, it should be reported in writing to the Personnel Department.

17.6.2 It is not possible to give specific guidelines about the amount of compassionate leave which should be granted as circumstances differ in each case. Line managers are asked to obtain details from the member of staff who requests compassionate leave and to make a judgement as to how many days to allow: advice may always be sought from the Personnel Department. Before granting compassionate leave above a period of five working days formal permission should be obtained from the Personnel Department. In special circumstances Birkbeck can grant a period of unpaid leave to a member of staff on compassionate grounds.

17.7 **Public duties**

17.7.1 Special leave will be allowed for the discharge of civic and public duties under arrangements contained in the current Code of Practice issued by ACAS. (Details can be obtained from the Personnel Department).

17.7.2 Members of staff who stand for Parliament shall be given leave of absence with pay of up to one month during the campaign leading up to the election; in the event of election they will resign their appointment forthwith.

Please also refer to section 16 concerning Jury Service.

18. **MATERNITY LEAVE**

MATERNITY LEAVE - This policy has been revised, see Policies, Guidelines and Strategy section on Human Resources home page.

INTRODUCTION:

18.1.1 The purpose of this policy is to provide guidance on the legislation governing the rights and obligations of staff who are pregnant, and of Birkbeck's procedure and requirements.

SECTION ONE: HEALTH AND SAFETY

18.1.2 A staff member who is pregnant should advise her line manager, the Head of School (for staff working in academic areas), her Administrative Section Head (for staff working in central administrative areas) and the Personnel Department when she learns that she is pregnant. Such information will be given in confidence and kept confidential during the early stage of pregnancy, except in cases where notification may instigate action to safeguard the well-being of the mother-to-be and of her unborn child. Birkbeck would be in breach of statutory obligations if a pregnant employee or her unborn child were exposed to injury or disability.

18.1.3 If an employee is deemed, after careful consideration, to be no longer capable as a result of her pregnancy of carrying out her normal job duties, Birkbeck will, if possible, either adjust her working conditions and/or hours, or offer her a suitable alternative position within Birkbeck until the commencement of her maternity leave. If none of the above courses of action is possible, then Birkbeck will place the staff member on paid leave until the (earliest) date on which maternity leave would have commenced. Note that these provisions do not apply where the staff member is signed off sick by her doctor, but rather where she is able to come to work but unable to perform her duties.

18.1.4 A pregnant employee is entitled, regardless of her length of service or number of weekly hours worked, to reasonable time off work for antenatal care if she has been advised to attend such an appointment by her doctor, midwife or health visitor. Such time off will be on full pay. The staff member will not be required to make up the hours lost.

18.1.5 Protection from Dismissal

18.1.6 An employee has the right not to be dismissed or discriminated against for any reason connected with pregnancy or maternity leave

Regardless of hours of work or length of service, the dismissal or selection for redundancy of an member of staff will be automatically unfair if:

- it is on the grounds of her pregnancy or a reason connected with it;
- it is on maternity related grounds during the maternity leave period;
- it takes place during the four weeks following the maternity leave period when she is incapable of work due to a medically-certified illness;
- it is related to the fact that she falls within the health and safety suspension requirements.

18.1.7 A member of staff dismissed at any time during her pregnancy or maternity leave period will be entitled to a written statement of the reasons for her dismissal.

Protection from Risk

18.1.8 When proposed amendments to health and safety legislation are approved, Birkbeck has three specific duties to pregnant and breastfeeding members of staff:

1. Risk assessment

Article 4 of the "Pregnant Workers" Directive requires employers to assess any risks to health or safety and any possible effect on the pregnancies or breastfeeding of workers, and to decide what measures should be taken. In particular, it requires employers to assess the nature, degree and duration of exposure to:

- a) physical agents, where these are regarded as agents causing foetal lesions and/or likely to disrupt placental attachment (e.g. vibration, handling loads, noise, extremes of cold and heat, travelling, mental and physical fatigue);
- b) biological agents which may endanger the health of pregnant women and the unborn child;
- c) chemical agents which may endanger the health of pregnant women or the unborn child (e.g. mercury and carbon monoxide).

- 18.1.9 The health and safety provisions relating to pregnancy as set out above apply to all staff, whether or not they are in Birkbeck's Maternity Scheme.

SECTION TWO: COLLEGE'S MATERNITY SCHEME

18.2 Qualifying for Birkbeck's maternity scheme

- 18.2.1 A member of staff who has completed 52 weeks' continuous service with Birkbeck or with another University of London Institution, up to the beginning of the expected week of childbirth (EWC), shall be entitled to occupational maternity leave and benefits as outlined in Para 18.2.2. Members of staff who have not completed this period of service shall be entitled to leave and pay in accordance with the statutory provision outlined in Section B or C.

A: COLLEGE MATERNITY SCHEME

- 18.2.2 A member of staff who is absent from work on the grounds of pregnancy or childbirth and who has given notice, under Para 18.2.3 below, of her intention to return to work, shall be entitled to 18 weeks leave on full pay, and up to 12 months unpaid leave in accordance with the conditions stated in Section 18.5.6. Maternity leave with full pay mentioned in this agreement will include any relevant statutory maternity pay. No combination of payments will exceed full pay. A member of staff must return to work for a minimum of three months' service following her maternity leave to qualify for Birkbeck's maternity scheme.

18.2.3 Notification of return and right to return to work

Notification of pregnancy is required not later than the 13th week before the expected week of childbirth and must be supported by a MAT B1 medical certificate stating the EWC, together with an appropriate statement of intent that the member of staff wishes to return to work with Birkbeck. If this statement of intent has been provided, a member of staff is able to exercise the right to return to work at any time before the end of her maternity leave period, provided that she gives at least three weeks notice in writing, to the Personnel Department of the actual date of return to work.

- 18.2.4 In confirming the actual dates of maternity leave, a member of staff shall consult her Head of School or Head of Administrative Section in reasonable time to ensure that adequate maternity leave cover is arranged.

18.3 Annual Leave not taken at the start of the maternity leave

The member of staff, having consulted the Departmental Annual Leave Record Keeper, must inform the Personnel Department of the amount of annual leave that they will not have taken prior to the start of her maternity leave. Outstanding annual leave may be taken as leave before the start of the maternity leave or be paid in lieu of leave. The normal policy of carrying over a maximum of five days annual leave from one leave year to the next still applies.

18.4 Commencement of maternity leave

- 18.4.1 A member of staff may commence her maternity leave at any time from the beginning of the 11th week before the EWC to the actual week of childbirth. In her own interests a member of staff should provided a medical certificate from her

General Practitioner where there is a desire to work beyond the 7th week before her EWC. Entitlement to the provision of maternity pay and leave will begin from the agreed date of cessation of work, or from the actual date of cessation of work, if earlier. If, however, the member of staff is absent due to a pregnancy-related illness after the sixth week before the EWC then the maternity pay period will begin.

18.4.2 Any absence in excess of 24 weeks connected with the pregnancy or childbirth up to the 11th week before the EWC, and supported by a medical certificate, shall be dealt with under the arrangements for sick leave.

18.4.3 There shall be no distinction between live and still births in the granting of maternity leave.

18.4.4 Accrual of annual leave continues during the period of paid maternity leave. Before the start of the maternity leave period the member of staff will be informed by the Personnel Department of the period of annual leave which will accrue during the maternity leave period. Any leave accrued during the current leave year may be used in lieu of an equivalent of unpaid maternity leave.

18.5 Return to work and notification

18.5.1 A member of staff who has opted under Para 18.2.3 above to return to work may exercise this right at any time before the end of the period of 52 weeks beginning with the week in which the date of childbirth falls, to return to the job in which she was employed under the original contract of employment and on terms applicable to her if she had not been absent, provided that notification of return to work is given in writing to the Personnel Department at least 3 weeks before the intended date of return. This is also subject to the proviso that the member of staff must not return to duty earlier than 2 weeks after her date of childbirth.

18.5.2 The Employment Rights Act 1999 provides that, where a member of staff exercises her right to return to work, periods of employment prior to the member of staff's absence shall be regarded as continuous employment with her employer following that absence, for the purposes of seniority, pension rights and other similar rights. In this connection, it is agreed that:

a) pension rights and contributions shall be dealt with in accordance with the provisions of Birkbeck's superannuation scheme. N.B. Members of staff should contact the Financial Accountant regarding any queries which they may have regarding her superannuation benefits. The staff member may, if she wishes, pay both the employer and employee's contributions during her period of unpaid maternity leave, to ensure that there is no break in her pension contributions;

b) the member of staff shall be entitled to receive the normal annual increment on her scale in accordance with her contract of employment, to take effect from the normal incremental date;

c) periods of unpaid maternity leave shall not count towards the calculation of annual leave entitlement.

18.5.3 While the occupational maternity scheme does not include a provision on adoptive leave, members of staff intending to adopt might be considered for the benefits of the scheme, subject to:

- a) the discretion of the Dean of Faculty and the Personnel Officer
- b) the member of staff giving advance notification of intention to adopt, and
- c) the rules of the Adoption Agency or Local Authority regulating the adoption.

18.5.4 Birkbeck will facilitate wherever possible a return to part-time work after maternity leave of a full-time member of staff. The member of staff should submit her request in writing (to her line manager and copied to the Personnel Department) as early as practicable but in any event not later than four weeks before the notified date of return to work.

18.5.5 Nothing in this agreement shall prejudice the right of Birkbeck to reclaim the whole or part of the non-statutory element of maternity pay if the member of staff fails to return to work and to continue in employment for at least three months following her maternity leave. If, prior to childbirth, a member of staff is uncertain as to whether she intends to return to work, it is strongly advised that she opt for the statutory maternity payments. In the event that the member of staff returns to work and fulfils the requirements as stated in Para 18.2.2, the non-statutory element of maternity pay will be paid in full to the member of staff.

Unpaid Leave following paid maternity leave

18.5.6 As stated in Para 18.2.2 above, the occupational maternity scheme provides for a period of unpaid leave, of normally up to 12 months, to be added to the end of the paid maternity leave period. Provisional notice of a wish to take up this option should be given to the Personnel Department, prior to the start of maternity leave. Confirmation of the actual date of return from unpaid leave should then be given at least one month before the due date of return.

Return to Work

18.5.7 Both Birkbeck and the member of staff have the right postpone the date of return to work from maternity leave if a situation arises which may necessitate such a delay. A member of staff may postpone her return for medical reasons if she gives the employer appropriate certification. A postponement under this section may be for up to four weeks from the notified date of return.

Postponement, by Birkbeck, of the agreed date of return

18.5.8 An occasion may arise where Birkbeck, on reasonable grounds, may wish to postpone the date of return to work by up to four weeks. If this is the case, Birkbeck will notify the member of staff before the date of return that she had originally agreed. The staff member will be entitled to her normal pay from the date of return originally agreed as if her return date had not been postponed by Birkbeck.

18.5.9 A member of staff who does not return from maternity leave may approach the Personnel Department at a later stage to be considered for future vacancies.

B. STAFF NOT IN BIRKBECK MATERNITY SCHEME

18.6.1 Members of staff who do not qualify for occupational maternity benefits as defined in Para 18.2.2 will either be entitled to statutory maternity pay (SMP) as defined in Para 18.6.8 or maternity allowance as defined in Para 18.9.1. This group of staff will also be entitled to maternity leave as defined in Para 18.6.3.

18.6.2 A member of staff who does not qualify for the occupational maternity scheme, due to her length of service or because she does not wish to return to work following her maternity leave, shall be entitled to the statutory maternity provisions in accordance with current legislation. This legislation should be viewed in two separate areas: maternity leave and maternity pay.

Statutory maternity leave

18.6.3 In accordance with the Employment Relations Act members of staff have the right to 18 weeks' maternity leave, irrespective of her length of service, or hours of work. Staff who return to work earlier than 18 weeks and after the mandatory 2 weeks' leave must give seven days' notice of her intention to return to work.

18.6.4 To qualify for the right to statutory maternity leave the member of staff must notify the Personnel Department that she is pregnant and of the date on which she intends to start her maternity leave. The notification of pregnancy must be in writing and supported by a certificate from a doctor or midwife stating the expected week of childbirth. Notification of the intended start of the maternity leave period must be given to the Personnel Department 21 days before the maternity leave period starts or, should the maternity leave period start because of childbirth or reasons connected with the pregnancy, as soon as reasonably practicable thereafter.

18.6.5 The maternity leave period begins on whichever of the following dates is the earliest:

- a) on the date the member of staff notifies the Personnel Department as being the first day on which she intends her leave to start, or
- b) the date the member of staff is first absent from work, wholly or partly because of pregnancy provided that it is after the start of the sixth week before the expected week of childbirth.

However, the maternity leave period cannot start earlier than the 11th week before the expected week of childbirth. It ends either when the fourteen week period has expired or when the child is born, if later.

18.6.6 No notification is needed for a member of staff who is returning after 18 weeks' maternity leave as it is assumed that she will be returning on that date. The right to return to work expires after the end of the 18th week of maternity leave.

18.6.7 During the maternity leave period, a member of staff is entitled to all the terms and conditions of employment that would have applied if she had not been absent, with the exception of pay. This applies whether the member of staff is returning to work or not.

Statutory maternity pay

- 18.6.8 A member of staff who has been continuously employed for 26 weeks by the beginning of the 15th week before the expected week of childbirth (EWC) i.e. 41 weeks' continuous service in total, but less than 52 weeks' continuous service will be entitled to the rate of 90% of weekly earnings for the first six weeks and a fixed amount per week for 12 weeks thereafter (this figure being linked with national benefits and reviewed every year).
- 18.6.9 Average weekly earnings shall be calculated in accordance with the gross earnings of the member of staff 8 weeks prior to the qualifying week.

Statutory Right to Return

- 18.7 A member of staff on statutory maternity leave or receiving only statutory maternity pay (and not in Birkbeck's maternity scheme) is entitled to return to exactly the same job on exactly the same terms and conditions as though she had not been absent.

18.8 Notification of the date of return

A member of staff on statutory maternity pay must give notice, in writing, at least 21 days before the day on which she intends to return to work. If a member of staff member wishes to return to work early, before the end of her 18 week maternity leave period, she is obliged to give not less than seven days' notice of the date on which she intends to return. Failure to do so entitles Birkbeck to postpone her return until the seven day period has expired or the end of her maternity leave period if earlier.

C: STATUTORY MATERNITY ALLOWANCE

18.9 Exclusion from the Statutory Maternity Pay - Statutory Maternity Allowance

- 18.9.1 A member of staff who does not qualify for Statutory Maternity Pay may receive 18 weeks' Maternity Allowance paid by the Department of Social Security (a fixed sum per week) if she has paid 26 weeks' National Insurance contributions in the 66 weeks before the baby is due and is employed by Birkbeck at the 11th week before the expected week of childbirth. This figure is linked to national benefits and reviewed every year. Members of staff should obtain an SMP1 Form from the Payroll Section to complete and send to the Department of Social Security (DSS).

[Approved by Governors in March 2001]

19. **PATERNITY LEAVE**

PATERNITY LEAVE - This policy has been revised, see Policies, Guidelines and Strategy section on Human Resources home page

- 19.1. Any member of staff who is the father or adoptive father of a new child is entitled to 14 days (i.e., 10 working days) paid paternity leave, subject to notification to the Personnel Department and the production of the partner's certificate of confinement.
- 19.2 The Head of Administrative Section/Dean of Faculty (or nominated deputy) should be informed as far in advance as possible of the intention of taking paternity leave and of the likely dates.

- 19.3 Paternity leave must normally be taken not later than one month following the birth. Part of annual leave may be taken in conjunction with paternity leave by prior arrangement with the Dean of Faculty/Head of Section.
- 19.4 In addition, staff may take a further period of up to 6 months unpaid paternity leave without loss of seniority within a department, sick leave entitlement, incremental progression or pension benefits (either their own or their institution's contributions), subject to prior notification of the dates concerned as under paras. 19.1 and 19.2 above.

20. **PROBATIONARY PROCEDURE**

- 20.1 The inclusion of a formal probationary period in a new member of staff's contract of employment indicates an obligation on the part of Birkbeck to supervise properly a staff member's progress during the probationary period: the following guidelines should assist in this. The Personnel Officer is happy to provide advice and guidance to probationers and their manager at any stage of the probationary period.

20.2 BEFORE APPOINTMENT

- 20.2.1 Interviewees should be provided with a full job description indicating duties and responsibilities of the post and the management structure of the department or section.
- 20.2.2 The interview panel will have analysed the post and determined upon the skills, level of competence and degree of expertise required for the successful execution of the post.

20.3 LENGTH OF PROBATION PERIOD

- 20.3.1 To avoid the risk of discrimination, all employees will be given the same period of probation except in cases where explicit, objective reasons for a variation can be provided.
- 20.3.2 The probationary period will normally be for six months and this will be specified in the contract of employment.
- 20.3.3 A copy of this procedure will be given to the probationer with the contract of employment.

20.4 DEFINITION AND PURPOSE OF PROBATION PERIOD

- 20.4.1 Probation is defined as "the action or process of testing or putting to the proof." For probationers, it provides an opportunity to demonstrate that they are able to do the job to which they have been appointed.
- 20.4.2 The employer has the responsibility to provide the means whereby the probationer can demonstrate satisfactorily the skills and competencies which have been discussed at interview.

20.4.3 The probation period is a time of adjustment. New employees need to accustom themselves to the working practices of a new organisation and possibly to adjust to new and more demanding work patterns.

20.4.4 Mistakes will probably be made during the probation period; this is to be expected and line managers should allow for this. However, probationers should be instructed clearly and at regular intervals about the importance of correct procedures.

20.5 CONDUCT OF PROBATION PERIOD

20.5.1 At the time of appointment, the Dean of Faculty, Head of School or Head of Administrative section should ensure that a named person is identified to the probationer as being the probationer's supervisor. This will normally be his or her line manager, whose responsibility it is to help, guide, and direct the probationer.

20.5.2 The line manager should explain, fully and in detail, the procedures which are to be followed in the post. If possible, a procedures manual should be provided.

20.5.3 The employee should know why such procedures apply and be made aware of standards set and objectives to be achieved. Line managers should make themselves available at designated times to discuss any points concerning the post which may need clarification.

20.5.4 It is not always possible or appropriate to provide detailed procedures for more senior members of staff. However, such probationers should be made aware of the standard to which they are expected to perform and be given guidance to help them reach such standards.

20.5.5 Line managers should give regular and if possible written, progress reports to the probationer. If an area of dissatisfaction is discovered, the probationer should be informed immediately and be given advice and assistance to rectify it. At this stage, the Dean of Faculty and the Personnel Officer should be consulted.

20.6 PROGRESS OF PROBATION PERIOD

20.6.1 When monitoring the probationer's progress, the following points should be borne in mind:

- a) Work output - Is the probationer making steady progress in the amount of work which is being done?
- b) Work quality - Is the probationer beginning to produce work which is relatively error-free?
- c) Standard of work - are more senior probationers demonstrating that they are capable of performing at the level which is expected of them?
- d) Attendance - What is the probationer's record for punctuality, attendance and sickness absence?

20.6.2 If there are difficulties in any of the above areas, line managers should investigate why this is so and indicate how an improvement is to be made.

20.6.3 At the mid-point of the probation period (normally after three months) the Dean of Faculty, in consultation with the line manager, will submit a brief progress report to the Personnel Officer. Probationers should be given an indication of the content of the report.

20.7 MID-POINT OF PROBATION PERIOD

20.7.1 If the mid-point report indicates that progress has not been entirely satisfactory, the probationer should be given full details of the specific areas which need to be improved, with an indication of how this improvement is to be achieved. Timescales for improvement should be discussed and agreed with the probationer and confirmed in writing. The Personnel Officer will advise on this.

20.7.2 Subsequent progress meetings should be held frequently. A brief record should be kept of improvements made or of failures to achieve set goals. The probationer should be made aware that such a record is being kept.

20.7.3 If, during this period, probationers fail to make a discernible improvement in performance within the given timescale, or if they are judged to be irredeemably incapable, they may be dismissed at this stage. A month's notice of the termination of contract will be given.

20.8 COMPLETION OF THE PROBATIONARY PERIOD

20.8.1 Successful

20.8.2 If probationers are judged successfully to have completed the probation period, the Dean of Faculty/Head of Section, after consultation with the line manager, will make a written recommendation to the Personnel Officer.

20.8.3 Unsuccessful

- a) If, after careful monitoring and guidance, probationers are judged not to have passed the probationary period, the line manager or Dean of Faculty should seek advice on the procedure from the Personnel Officer who will also interview the probationer.
- b) Probationers who do not pass their probation at this stage will be given a month's notice of the termination of contract.

20.8.4 Appeals

- a) There is no appeal against being dismissed while on probation.
- b) Probationers should not be dismissed within the first three months of the probationary period except for gross misconduct.

21. **PROMOTIONS**

- 21.1 Promotions procedures have been approved by Governors following agreement between Birkbeck's trade unions and Birkbeck. Annual Review Panels consider applications for re-grading and discretionary/accelerated increments. All staff are automatically informed of the procedure and deadlines for applications each year.
- 21.2 **A copy of the relevant Staff Promotions Procedure (which may include a job evaluation scheme) is available from the Personnel Department.**

22. **PROPERTY**

- 22.1 Members of staff may be issued with items of College property. The safe keeping of such property is the responsibility of the individual member. Before leaving the employment of Birkbeck, staff must ensure that college property is returned.
- 22.2 Birkbeck accepts no responsibility for personal property.
- 22.3 **Please refer to Birkbeck's Guidelines on Security and Insurance in the Appendix.**

23. **REDUNDANCY**

Please refer to Birkbeck's Redundancy Policy and Procedures in the Appendix.

24. **REMISSION OF COLLEGE FEES**

- 24.1 College course fees may be waived for staff on an annual 'first-come-first-served' basis for a period of up to five years.

Full details of Birkbeck's policy on Remission of Fees are to be found in the Appendix.

25. **REMOVAL AND RELOCATION EXPENSES**

Birkbeck regrettably does not pay bridging loans or stamp duty, nor does it pay for rentals on property or provide any loans on properties. However, new members of College staff may apply for reimbursement of removal expenses in respect of personal and household effects and other expenses necessarily incurred within the UK as the result of accepting an appointment with Birkbeck. They will normally be refunded on the basis of three reasonable and competitive price quotations, with a maximum equivalent to 15% of their annual College salary (for staff relocating to the UK from abroad) or equivalent to a maximum of 10% of their annual College salary (for staff removals from elsewhere in the UK). Applications should be made to the Personnel department.

26. **SAFETY**

- 26.1 The following is an extract from the Birkbeck's 'Statement of Safety Policy':-
- 26.2 "The attention of all employees is drawn to their legal responsibility under Section 7 of the Health and Safety at Work etc. Act 1974 to take reasonable care of themselves and all others who may be affected by their acts and/or omissions and to co-operate with Birkbeck in regard to health and safety matters. All persons on Birkbeck premises have a duty under Section 8 of the Act not to interfere with or to misuse anything provided in the interests of safety."
- 26.3 **Please refer to the Birkbeck's Safety Policy Statement and the safety policy of your school/department. Copies of the Birkbeck's Safety Policy Statement are issued to all newly appointed staff by the Personnel Department with his or her contract of employment. The Birkbeck Safety Policy Statement, the safety policies of schools/departments and other safety information can also be viewed via the Safety Office web pages on Birkbeck's Intranet.**

[Updated July 2001]

27. SALARY

- 27.1 Salary will be paid in accordance with the appropriate national salary scales for universities and will be determined and notified to members of staff on their appointment and on the occasion of national salary scale revisions. Revisions which are backdated shall be paid to any member who has left in the interim. Salaries are paid in arrears in 12 monthly payments (unless otherwise stated in the contract of employment) by bank transfer. Members of staff shall be notified in writing of their salaries each month. Deductions from salary will be made in respect of national insurance contributions and benefits, income tax and superannuation at the statutory or regulation rates.

- 27.2 Where appropriate, London allowance shall be added to the member's salary. This allowance shall be superannuable.

27.3 Incremental Date

- 27.3.1 Increments on scales are normally payable on 1st August (1st October for Academic-Related, Other-Related and Research Staff) each year until the maximum non-discretionary point of the scale is reached. The first increment after appointment will be awarded on 1st August (1st October for Academic-Related, Other-Related and Research Staff) following unless otherwise indicated on appointment. The next incremental date shall be taken into account when the starting salary is set. Academic-Related, Other-Related and Research Staff appointed after 1 April will have an incremental date of 1 October in the following year. Clerical, Manual, Craft and Technical Staff appointed after 1 February will have an incremental date of 1 August in the following year.

27.3.2 Overpayments

Birkbeck will recover any accidental over-payment of wages made to the staff member by making a series of deductions from his or her pay which are small enough not to cause the staff member undue hardship and are repaid by him or her over a reasonable timescale.

[Approved by Governors in March 2001]

28. **SCIENTIFIC MISCONDUCT AND FRAUD**

Please refer to Birkbeck's Guidelines on Scientific Misconduct and Fraud in the Appendix.

29. **SEASON TICKET LOANS**

- 29.1 An interest-free season ticket loan is available to members of staff employed on contracts of employment of one year or more. Further details are available from the Personnel Department.

30. **SICKNESS AND INJURY**

- 30.1 The member of staff absent from duty owing to illness (including injury or other disability) shall be entitled to receive salary, subject to compliance with Birkbeck's Sickness Regulations, as follows:-

- 30.2 These regulations apply to sickness during vacation and in term time:

- 30.2.1 On the first day of absence through illness, the designated manager should be notified of the reason for absence as soon as possible by the staff member: a relative or friend should telephone if the member of staff is not able to do so themselves. The staff member will be notified of who the designated managers are by his or her department, school, or faculty office. Wherever possible an indication as to how long the staff member expects to be off duty and the reason for absence should be given in order that cover can be arranged.
- 30.2.2 A nominated record keeper will be informed and will record the staff member's absence on a Sick Leave Report form and send it to Personnel on their first day of absence. The Dean of Faculty or Administrative Head has been asked to inform staff members who this designated record keeper will be.
- 30.2.3 If a member of staff is absent for a period lasting not more than three calendar days, he or she does not have to provide any certification. They should notify their designated manager of their return to work and inform the record keeper who will fill in a Return to Duty form and send it to Personnel.
- 30.2.4 If a staff member is absent due to sickness lasting 4 to 7 calendar days he or she must complete a Personal Sickness Certificate. The record keeper will have a supply of these forms, which he or she will send to Personnel along with the Return to Duty form.
- 30.2.5 If members of staff are absent for more than 7 calendar days, they will be required to provide a doctor's certificate in addition to filling out a Personal Sickness Certificate as above. These will be sent to the Personnel department by the record keeper when he or she returns to work.
- 30.2.6 If members of staff are absent for a protracted period of time, they should keep their manager informed, and send doctors' certificates to the record keeper who will forward them to Personnel. Confirmation of the date of return to work should be given to the designated manager by the staff member on sickness absence at least one day in advance.

- 30.2.7 If members of staff are concerned about confidentiality, doctors' certificates may be sent directly to the Personnel department. However, when the member of staff returns to work, the record keeper must be informed so that the Return to Duty form may be filled in and sent to Personnel.
- 30.2.8 When the member of staff returns to work after a period of illness, he or she should report to their designated manager for a brief return to work interview. The purpose of this is to establish how the member of staff is and to provide them with help and support if necessary.
- 30.2.9 If a member of staff falls ill during a vacation, and wish to have their period of leave credited as sick leave, their appropriate line-manager must be informed immediately the staff member falls ill and a Sick Leave Report sent to Personnel as in the agreed procedure.
- 30.2.10 If it is not possible to contact Birkbeck at the onset of an illness, then a doctor's certificate dated at the time the illness occurred must be provided when the staff member returns to work. Retrospectively dated certificates will not be accepted.
- 30.2.11 Medical/dental appointments: Staff should make every effort to arrange routine doctor or dentist appointments outside of normal working hours. Where this is not possible, they should be made at the beginning or end of the staff member's normal working time; in such circumstances a staff member will normally not be asked to make the time up, unless he or she has had a significant number of appointments in the previous 12 months during working hours, in which case he or she may be asked to do so. All medical and dental appointments during a staff member's normal working hours will be recorded as sick leave if the absence is more than three hours.
- 30.2.12 **Staff are also obliged to comply with Birkbeck's Procedure for Dealing with Sickness Absence, a copy of which is in the Appendix.**

[Approved by Governors
March 2001]

31. SICK LEAVE

- 31.1 Subject to compliance with Birkbeck's requirements (as set out in Section 30 and in the Procedure for Dealing with Sickness Absence in the Appendix), the sick leave entitlement for full-time members of Clerical, Technical, Craft and Manual staff is:-

	<u>Full Pay</u>	<u>Half Pay</u>
During the first 3 months' service	2 weeks	2 weeks
During the remaining 9 months of the first year of service	2 months (8 weeks)	2 months (8 weeks)
Second and Third Year of Service	3 months (13 weeks)	3 months (13 weeks)
Fourth and Fifth Year of Service	5 months (21 weeks)	5 months (21 weeks)

August 2001

After Fifth Year of Service
weeks)

6 months (26 weeks) 6 months (26 weeks)

And for Academic-Related, Other-Related and Research Staff, the entitlement is

- (a) Six months leave on full pay. Full pay includes Statutory Sick Pay (SSP) where this is payable.
- (b) Twelve months further sick leave with or without pay at the discretion of the Governors. Extension of such leave beyond eighteen months is at the discretion of the Governors.

32. **STAFF DEVELOPMENT**

- 32.1 Birkbeck encourages full and part-time members of staff to undertake approved courses of study. Development courses and facilities are regularly circulated within Birkbeck by the Personnel Department.
- 32.2 If members of staff need information and advice regarding any particular development need, please contact the Personnel Department.

Details of the Staff Development Policy are in the Appendix.

33. **(OCCUPATIONAL) STRESS MANAGEMENT**

If a member of staff feels that he or she is suffering from stress, or is aware of a colleague(s) who may be, please follow Birkbeck's Occupational Stress Management Policy in the Appendix.

34. **TERMINATION OF EMPLOYMENT**

34.1 **Resignation**

- 34.2 A member of staff may terminate his/her appointment at any time by giving four weeks' notice in writing (three months' notice if the staff member is academic-related or other-related). Letters of resignation should be sent to the Personnel Department, through the Head of Administrative Section/Dean of Faculty, copied to the Head of School (for staff working in academic departments).
- 34.3 Birkbeck reserves the right (but is not obliged) to make payment of salary in lieu of notice, when a staff member resigns from his or her employment.

[Approved by Governors
March 2001]

34.4 Retirement

- 34.4.1 Members of staff normally retire from Birkbeck on the day he or she reaches 65, except for Academic-Related, Other-Related staff and Research staff when their retirement date is normally 30th September following their 65th birthday.

Birkbeck also has an early retirement scheme.

A copy of the Early Retirement Scheme is in the Appendix.

34.5 Dismissal

- 34.5.1 Birkbeck may terminate the appointment by giving four weeks' notice (or three months' notice in the case of Academic-Related or Other-Related Staff) where a member of staff has a period of continuous service of below five years. Where the member of staff has five or more years' continuous service, one week's notice for each year of service, up to a maximum of twelve weeks' notice shall be given. Birkbeck may make payment in lieu of notice.
- 34.5.2 In the case of gross misconduct or serious breach of contract, Birkbeck may dismiss in writing without notice or payment in lieu of notice. Details of the procedures are set out in the Disciplinary and Dismissals Procedure.
- 34.5.3 Staff on probation may be subject to a lesser period of notice than mentioned in 34.5.1. Please refer to the Probation Procedure.

35. TRAVELLING EXPENSES AND SUBSISTENCE ALLOWANCES

- 35.1 Members of staff are obliged to comply with Sections G.17 of Birkbeck's Financial Regulations and Procedures.

Please also refer to Section 14 in this Staff Handbook: 'Insurance'.

SECTION B

36. PENSION SCHEMES

Birkbeck participates in two pension schemes:

- (i) USS (Universities Superannuation Scheme). This is for Academic-Related, Other-Related and Research Staff;**
- (ii) SAUL (Superannuation Arrangements of the University of London). This is for Clerical, Craft, Manual and Technical Staff;**

- 36.1 Members of staff eligible for membership may, immediately on starting their employment, join the appropriate scheme. However it is not possible to join or to remain a member of any other occupational pension scheme. If members of staff elect to join the appropriate scheme they will be required to contribute to the scheme according to the Rules of the Scheme and Birkbeck will contribute an additional sum in order to finance the benefits of the Scheme. Unless, on appointment, members declare in writing a wish not to be a member of one of the appropriate scheme, they will automatically be deemed to be a member from the start of their employment and contributions will be deducted accordingly.

- 36.2 Members of staff may, however, elect to remain subject to the State Earnings Related Pension Scheme (SERPS) or to take out a personal pension. Such election must be in writing. Should members of staff decide to opt out of the appropriate scheme Birkbeck will contribute the statutory amount in the case of SERPS, but will make no further contributions or payments.
- 36.3 If members of staff decide not to join an appropriate scheme, or elect to withdraw from membership of the scheme their decision will not be irrevocable. Subject to certain conditions, they can apply to join or rejoin the appropriate scheme at a later date but this could result in their having to pay higher than the standard rate of contributions and having to provide a declaration of good health, or in certain circumstances, to undergo a medical examination.
- 36.4 A booklet about the appropriate scheme is circulated to newly appointed staff. Copies are also available from the Personnel Department or the Finance Department. Questions should be directed to the Superannuation Section of the Payroll Office.

SECTION C.

Section C applies to Clerical and related staff only:

37. ANNUAL LEAVE

- 37.1.1 Leave entitlement on full pay, in addition to Bank Holidays and College closure days, is 20 working days per leave year for full-time staff (pro-rata for part-time staff).
- 37.1.2 After five years' continuous service one additional day of holiday will be granted during that current leave year with one further additional day of holiday after seven years in the current leave year and one further day in that current leave year after twelve years of continuous service.

38. HOURS OF WORK

- 38.1 The hours of work, which will not normally exceed 35 hours per week (excluding meal breaks), will be determined by the Head of Administrative Section/Dean of Faculty or any other person deputed by him/her.

39. TRADE UNION MEMBERSHIP

- 39.1 Membership of a union is a matter for individual decision and staff are free to join any trade union they wish. However, for terms and conditions of service Birkbeck recognises UNISON as the sole negotiating body for members of clerical staff. The name of the Branch Secretary is available from the Personnel Department. A noticeboard for Trade Union use is near the reception in Malet Street.

SECTION D.

Section D applies to Technical and related staff only:

40. ANNUAL LEAVE

- 40.1 Leave entitlement on full pay, in addition to Bank Holidays and College closure days, is 25 working days per leave year for full-time staff (pro-rata for part-time staff).

41. HOURS OF WORK

- 41.1 The hours of work, which will not normally exceed 37 hours per week (excluding meal breaks), will be determined by the Head of Administrative Section/Dean of Faculty or any other person deputised by him/her.

42. TRADE UNION MEMBERSHIP

- 42.1 Membership of a union is a matter for individual decision and staff are free to join any trade union they wish. However, for terms and conditions of service Birkbeck recognises MSF as the sole negotiating body for members of technical staff. The name of the Branch Secretary is available from the Personnel Department. A noticeboard for Trade Union use is near the reception in Malet Street.

SECTION E.

Section E applies to Manual staff only:

43. HOURS OF WORK

- 43.1 The hours of work shall be 38 hours per week from Monday to Friday inclusive. However, staff are required to work 40 hours per week, the additional two hours worked to be paid at the appropriate enhanced rate. The Dean of Faculty or Administrative Section Head (or nominee) may vary the times of work as necessary to enable the Attendant/Driver to fulfil his/her driving obligations. Attendant/Drivers must be in possession of a valid clean driving licence.
- 43.2 Attendants may also be required to work on Saturdays, Sundays and Bank Holidays and to undertake reasonable overtime during the week.
- 43.3 Attendants are required to wear uniform on duty in accordance with College regulations.
- 43.4 Meal breaks shall be taken at times convenient to the work in hand. Members of staff may be asked to work overtime which will be paid at the appropriate enhanced rate. Requests for additional overtime shall only be made on the express instructions of the Dean of Faculty or Administrative Section Head (or nominee) whose prior authority is required on each occasion.

44. PAY

- 44.1 Payment for overtime over and above 38 hours per week will be made at the rate of time-and-a-half on weekdays (including Saturdays) and double time on Sundays and Bank Holidays, based on the basic rate only and will not be included in the calculations for superannuation contributions. The first two hours of overtime will be at time-and-a-half.

45. LEAVE

- 45.1 Leave entitlement on full pay, in addition to statutory holidays, will be 20 working days (four weeks) per leave year (1 October to 30 September) plus six working days during which Birkbeck closes over the Christmas and Easter periods. In addition to the standard entitlement, members of staff shall be granted one additional day of holiday after 5 years, 7 years, and 12 years of continuous service with Birkbeck, calculated from the 5th, 7th, and 12th anniversaries respectively of the date of appointment to College service, such days to be taken between the date of the anniversary of appointment and the end of that College leave year. For staff working part-time, their leave entitlement will be pro-rata.

46. ABSENCE AND SICK PAY

- 46.1 Pay for the days in question will be withheld if, in the opinion of the Admin Section/Resource Centre Head, absence from duty has occurred without good reason.

- 46.2 A Scheme for Sick Pay covers staff who are absent from duty owing to certified illness not arising from the employee's own misconduct or injury whilst working in other than Birkbeck's time. During his/her absence the employee will receive, by way of allowances provided by the Scheme and the Statutory Sick Pay Scheme, not more than his/her normal weekly wage. Entry to the Scheme is subject to the member of staff, if requested by Birkbeck, giving details of any past or present illness and undergoing a medical examination.

47. **TRADE UNION MEMBERSHIP**

Membership of a union is a matter for individual decision and staff are free to join any trade union they wish. However, for terms and conditions of service Birkbeck recognises UNISON as the sole negotiating body for members of manual staff. The name of the Branch Secretary is available from the Personnel Department. A noticeboard for Trade Union use is near the reception in Malet Street.

SECTION F.

Section F applies to Craft staff only:

48. HOURS OF WORK

- 48.1 The hours of work are 39 per week (exclusive of meal breaks). Daily working hours will be from 0800 to 1645 hours. Meal breaks shall be taken at times convenient to the work in hand. Occasionally, staff may be asked to work overtime, which will be paid at the appropriate enhance rate. Requests for additional overtime shall only be made on the express instructions of the Head of Administrative Section whose prior authority is required on each occasion.

You will initially be required to participate in the Irregular Call Out Scheme.

49. SALARY

- 49.1 Payment for overtime over and above 39 hours per week will be made at the appropriate enhanced rate of time and a half on weekdays (including Saturdays) and double time for Sundays and Bank Holidays and will not be included in the calculations for superannuation contributions.

- 49.2 Holiday pay and sick pay shall be calculated in accordance with the following formula:

- 49.2.1 A day's pay for annual leave and sick leave shall be the equivalent of total earnings for a normal working week divided by the number of days worked in the week. Enhanced payment for overtime, London allowance and other allowances shall be included provided the allowance is one which is regularly paid as an addition to basic pay. Since earnings for a normal working week may vary from week to week or from one part of the year to another the calculation shall be based on average earnings over the twelve month period immediately prior to the commencement of annual leave or sick leave.

49.3 Emergency Call Out Schemes

- 49.3.1 All members of the craft staff will be required to participate in the Department's contractual call out rota, for which an annual allowance is payable, if required to do so by the Administrative Section Head. Members of the craft staff who are not part of the call-out rota may be required to participate in an irregular call out scheme. Staff will be paid at an appropriate enhanced rate of pay when responding to a call out, the hours being calculated between leaving and returning home. A minimum call out period of 4 hours is agreed. Travelling and meal allowances will also be paid if appropriate. Full details of the call out rota and the irregular call out scheme are available from the Administrative Section Head.

50. **ANNUAL LEAVE**

- 50.1 Leave entitlement on full pay, in addition to bank holidays, shall be 25 working days per leave year (1 October to 30 September) plus days during which Birkbeck closes over the Christmas and Easter periods. For part-time staff these amounts will be pro-rata.

51. **TRADE UNION MEMBERSHIP**

Membership of a union is a matter for individual decision and staff are free to join any trade union they wish. However, for terms and conditions of service Birkbeck recognises MSF as the sole negotiating body for members of Craft staff. The name of the Branch Chair is available from the Personnel Department. A noticeboard for Trade Union use is near the reception in Malet Street.

SECTION G.

Section G applies to Academic-Related, Other-Related and Research staff only:

52. DUTIES

- 52.1 Staff may not hold other paid office without the Master's permission. Members of the academic-related staff are expected to join in the corporate life of Birkbeck.
- 52.2 Each member will be encouraged by Birkbeck to advance his or her subject or profession; in the case of research staff this will include the right to register under the university regulations for a part-time higher degree and facilities will be provided for this.

53. HOURS OF WORK AND ANNUAL LEAVE

- 53.1 Hours of work are not fixed for research staff. For members of the library, administrative and other staff, as the needs of Birkbeck fluctuate throughout the year, fixed hours are not specified but members of staff in these categories will not, on average, be required to work more than 40 hours per week (inclusive of lunch breaks).
- 53.2 Annual leave will consist of five weeks (25 working days) to be taken at times convenient to the work of Birkbeck, together with such other days in excess of Bank Holidays as Birkbeck may be closed at Christmas and Easter (normally 3 days respectively). On termination of employment holiday pay will be calculated according to the number of months served since the commencement of the leave year (1 October to 30 September), less any paid leave taken during that period. Staff whose posts are funded by research grants need to take their annual leave during their period of employment by Birkbeck. It cannot be taken in the form of pay on the expiry of their contract of employment.
- 53.3 Payments for Additional Work
Members of staff are permitted to work for any department within Birkbeck other than their own, outside their normal duties, provided that such work is reasonable in quantity and that work for their own department does not suffer.

Where members of staff are called upon to perform additional work within their own department due to the illness, death, or absence from duty of a colleague in the same department, no additional payment will normally be made. However, where the amount of additional work is great or the period involved is long, an honorarium may be paid at the discretion of Birkbeck Secretary (or nominee).

54. EXPENSES ON APPOINTMENT

- 54.1 Removal expenses in respect of personal and household effects and other expenses necessarily incurred within the UK as the result of accepting an appointment with Birkbeck will normally be refunded on the basis of three competitive price quotations. Applications should be made to the Personnel department.

55. TRADE UNION MEMBERSHIP

- 55.1 Membership of a union is a matter for individual decision and staff are free to join any trade union they wish. However, for terms and conditions of service Birkbeck recognises AUT as the sole negotiating body for members of the academic and academic-related, other-related and research staff. The name of the Branch President is available from the Personnel Department. A noticeboard for Trade Union use is near the reception in Malet Street.

56. FIXED-TERM CONTRACTS

FIXED TERM CONTRACTS - This policy has been revised, see Policies, Guidelines and Strategy section of the Human Resources home page

- 56.1 Staff appointed on fixed term contracts shall not have their contracts terminated before the period specified except in the case of redundancy, incapability or misconduct. Where members of staff have been employed for two years or more, they shall have the right to a redundancy payment. A member of staff shall not be asked to sign away any rights which employment legislation provides.
- 56.2 Every effort will be made to place a member of staff on as long a contract as possible and the use of contracts for less than two years, except in the case of research staff, language assistants and temporary replacements, is regarded as exceptional and BCAUT will be informed in each case.

APPENDICES

The following policies apply to all staff in Birkbeck:

1. Staff Development Policy
2. Policy on Remission of Fees
3. Harassment: A Code of Practice for Staff and Students
4. Code of Practice on Disability in Employment
5. Flexible Employment Policy
6. Occupational Stress Management Policy
7. Policy on Smoking in Birkbeck
8. Procedure for Dealing with Sickness Absence
9. College-Funded Early Retirement and Voluntary Severance Scheme
10. Evening Nursery Scheme.
11. Redundancy Policy and Procedures
12. Computing Regulations.
13. Code of Practice for the World-Wide-Web
14. Guidelines for Users of Display Screen Equipment
15. Guidelines on Security and Insurance
16. Policy on Issuing Staff Identity Cards
17. Public Interest Disclosure ('Whistleblowing'): Policy
18. Extract from Financial Regulations:

Section 12: Research Grants and Contracts and Other Services
Section 13: Pricing Contracts-Recommended Daily Consultancy Rates
Section 14: Academic Services, Consultancies, Copyright and the Exploitation of Inventions
19. Library Rules

HARASSMENT - This policy has been revised and is now called 'Dignity at Work and Study'

FLEXIBLE EMPLOYMENT POLICY - This policy has been revised and is called 'Flexible Working Policy'

SMOKING POLICY - This policy has been revised, see Policies, Guidelines and Strategy section of the Human Resources home page

APPENDIX 1.

STAFF DEVELOPMENT POLICY

1.1 It is Birkbeck's policy to encourage and assist development for all staff throughout Birkbeck.

1.2 Staff development is defined as any means by which staff may be enabled to increase, update and advance their knowledge, understanding and skills. This positive process is a vital contribution to the effective operation of Birkbeck.

2. Identifying development needs

2.1 The process of identifying staff development needs is a continuous one. Needs are identified through:-

- induction (a member of department needing assistance on settling in)
- probation;
- appraisal (Birkbeck operates schemes for all staff groups, in which personal and career needs are identified and action plans agreed to meet them)
- personal recognition by an individual;
- advice from senior staff or colleagues.

2.2 These needs may arise because of:-

- new equipment or technology;
- new responsibilities;
- awareness of new forms of teaching and learning;
- departmental change;
- career changes.

3. Meeting development needs

3.1 Within departments

3.1.1 In many cases the most effective forms of staff development can be advice and guidance from senior colleagues or peers, or by self-tuition. Line managers may encourage their staff to pursue projects aimed at increasing knowledge or skills that would be useful in their work. Staff should also be encouraged to make contacts with staff in similar jobs elsewhere in Birkbeck or in other institutions to share ideas about good practice.

3.1.2 Learning from the experiences of others is often a powerful tool. Where the need arises, senior staff are encouraged to organise departmental workshops or staff meetings to enable people to reflect on common issues, exchange views and receive useful information. In the case of academic staff the Academic Staff Development Adviser is available to facilitate such meetings.

3.2 Within Birkbeck

3.2.1 Development events

Birkbeck conducts “in-house” workshops and seminars on staff development issues and on health and safety. The Library and Central Computing Services also provide their own programmes. For academic staff the Academic Staff Development Adviser provides advice and information as well as organising development events for individuals and departments.

3.2.2 Enrolment on degree and related courses at Birkbeck

College staff are eligible to apply for remission of tuition and examination fees on Birkbeck's degree courses. This is on a first-come-first-served basis each year, subject to sufficient College funds being available. To obtain a copy of the remission of fees policy, please contact the Personnel department.

Staff are eligible to apply to departments directly if they wish to participate in a non-degree course and this will normally be free of charge. The Head of School/head of administrative section will decide if sufficient places are available to non-fee paying staff members and will notify the Personnel department if a place has been offered and accepted by a staff member.

Staff on casual contracts of employment are not eligible for remission of fees, nor can they participate in non-degree courses as students without paying fees.

3.3 Enrolment on external courses or training events/programmes

3.3.1 Birkbeck will pay the fees for staff attending external courses or training events/programmes, subject to the following provisions:

3.3.2 The member of staff's line manager will need to be satisfied that the proposed course of study or training would assist the member of staff's work and career development and that participation would be in the best interests of their department and the staff member.

3.3.3 Many part-time courses offered by colleges and universities include an element of day-release and access to those for staff should be encouraged, subject to work constraints, when no similar courses conducted out of working hours are available.

3.3.4 The Dean of Faculty/Head of Administrative Section in consultation with the Head of School/line manager will also determine whether or not the member of staff's attendance can be on a day release basis (maximum one day per week or its equivalent), subject to departmental priorities. Such requests need to be made well in advance of the proposed course of study or training taking place.

3.3.5 Birkbeck Health and Safety Officer administers a safety training budget and may be approached directly by those staff wishing to attend a safety training course (subject to para 3.3.2). All other applications need to be sent to the Director of Personnel in writing (subject to para 3.3.2), well in advance of the proposed course of study or training event taking place. The application should

indicate the duration and the costs involved (including travel and subsistence), together with a letter of support from their line manager.

- 3.3.6 The Director of Personnel is responsible for administering Birkbeck's Training and Development budget and will give the highest priority to probationary and trainee staff, and to requests arising from appraisals.

Departments may be required to fund the fees of certain more expensive courses in part or entirely from their own budgets. Where this is not possible, regretfully applications will be denied and alternative arrangements will need to be made.

4. Open University

- 4.1 Provided that no equivalent course is offered by Birkbeck, staff pursuing Open University courses will, in addition to their tuition fees, have the fees for attendance at the residential summer school (of one week) paid by Birkbeck in each year of the normal duration of the course. An outline of the course's duration and costs will be required by the Personnel department.

If the Open University course is, in the opinion of the line manager concerned, relevant to the employee's work at Birkbeck, then paid leave would be allowed. If however, the course was purely for interest sake, then any time off will be unpaid.

5. Study leave

- 5.1 Members of staff sitting examinations on approved courses are entitled to take in advance one day's paid leave for each day on which they sit such an examination, plus one day's paid study leave for each examination. This is in addition to their normal annual leave entitlement.

6. Book allowance

- 6.1 Members of staff who are attending a course of study approved by the Director of Personnel may apply for a book allowance of up to £30. They should apply in writing to the Director of Personnel, attaching a receipt.

[Approved by Governors
December 1996]

APPENDIX 2.

SCHEME FOR REMISSION OF FEES FOR STAFF ENROLLED ON DEGREE AND RELATED COURSES OF STUDY AT BIRKBECK COLLEGE

Eligibility

Under the scheme the following members of Birkbeck staff are entitled to remission of Birkbeck's sessional fees, to the extent that they are personally liable to pay them, normally for a period of up to five years:

Any member of staff of Birkbeck [excluding casual staff] employed on a contract of employment of at least a year's length from the time that his or her course started [e.g. course starts on 1 October in one year and contract of employment is until 30 September in the following year, or later] and whose contract is issued by the Personnel Department. For the purposes of this Scheme only, staff of the Students Union are regarded as being staff of Birkbeck.

Procedure

A ceiling is established annually by the Finance and General Purposes Committee on the amount of money set aside for the remission of fees for College staff, and fee remission will be apportioned on a first come, first served basis.

Any member of staff who has been accepted to study on a Birkbeck degree or degree-related course (e.g. excluding non-degree courses in the Faculty of Continuing Education) may apply as set out below. The application should be made as early as possible in the year concerned.

- 1 The member of staff should write to the Registry, stating
 - full name
 - job title
 - request for consideration for remission of fees under the scheme
 - course of study to be taken
- 2 A copy of a letter of acceptance onto the course of study should be included, or should follow.
- 3 The Assistant Registrar will notify the member of staff regarding the outcome of the application *.
- 4 As there will be a ceiling on the amount of funds available, a note will be kept of the date of the application. If eligible and if sufficient funds are available, the member of staff will be notified that his/her fees will be remitted in accordance with the procedure. If the funds have been exhausted the name will be put on a waiting list and the person concerned notified, and informed in writing as soon as sufficient funds become available.
5. The fees for Teaching Assistants and technical and other support staff undertaking PhDs in the school in which they work who perform laboratory demonstrations to students or staff as a regular part of their job description will be paid by Birkbeck from the Remission of Fees Scheme, for which appropriate additional provision will be made.

6. The 'first-come, first-served' requirement in regard to applications for fee remissions will not apply to Teaching Assistants and the other staff described in para 5, whose fees will automatically be paid by Birkbeck.

[Approved by Governors
in July 2000]

- * **NOTE** If the application is successful, the member of staff should attach a copy of the Assistant Registrar's notification to his/her enrolment papers.

APPENDIX 3.

HARASSMENT: A CODE OF PRACTICE FOR STAFF AND STUDENTS

POLICY STATEMENT

HARASSMENT- This has been replaced by the new 'Dignity at Work and Study policy'. See Policies, Guidelines and Strategy section on Human Resources home page

Birkbeck is committed to a working and learning environment that is free from any form of harassment. Harassment can adversely affect working and social conditions for students, staff and visitors to Birkbeck, and is unacceptable. Any incident of harassment, for example, on the grounds of sex, marital status, race, colour, sexual orientation, disability, health, employment status or position, age, or religion, will be regarded very seriously and may be grounds for disciplinary action which could include dismissal or expulsion from Birkbeck.

A RESPONSIBILITY

Birkbeck has a responsibility to create a working and learning environment which encourages respect for the dignity of individuals: this responsibility is shared by all Birkbeck community. In law, Birkbeck is responsible for acts of harassment by its staff at work. This obliges Birkbeck to ensure that staff are aware of the seriousness of harassment and that Birkbeck will act firmly to stop it.

Senior members of Birkbeck Administration, Deans of Faculties, Heads of Schools and women, academic staff, managers and supervisors, and union representatives have a particular responsibility for ensuring that individuals do not suffer any form of harassment, and that they are encouraged and supported in any legitimate claim.

B DEFINITION OF HARASSMENT

For the purposes of this Code of Practice, Birkbeck defines harassment as unreasonable behaviour that degrades, humiliates or belittles through actions, words or gestures. This would also include victimisation or bullying. It may involve relationships of unequal power and contain elements of coercion. However, it may also involve relationships among equals. What is important is not the intention of the harasser, but that the actions or remarks are unwelcome and perceived as harassment by the recipient and would be so regarded by any reasonable person. Harassment can have a devastating effect upon the health, confidence, morale and performance of those affected by it. The anxiety and stress produced by harassment commonly affects work performance and attendance for staff, while students might under-perform or feel unable to continue with their studies.

Any act of harassment will be regarded by Birkbeck as being particularly serious if it is accompanied by one or both of the following conditions:

- Explicit or implicit promises of rewards for compliance that are a misuse of a position of authority or trust (e.g. promises of higher assessment marks for a student or a recommendation of promotion for a member of staff);

- Explicit or implicit threats of penalties for non-compliance that are a misuse of a position of authority or trust (e.g. refusal to provide appropriate support/advice or resources).

Sexual and Racial Harassment

Sexual and racial harassment are two examples of harassment.

Sexual harassment is a form of sex discrimination. It can occur in a variety of situations but always has a distinctive feature: the inappropriate introduction into the work or learning environment of unreciprocated and unwelcome actions, which are of a sexual nature.

The following are examples of activities that might constitute sexual harassment. The list is not exhaustive:

- Suggestive and unwelcome comments, looks or gestures emphasising the gender or sexuality of an individual or a group
- Unnecessary and unwelcome physical contact, touching or patting or proximity
- Unwelcome, intrusive or persistent questioning about a person's marital status or sexual interests
- Innuendo, lewd jokes, and the general use of sexually explicit or provocative language
- Unwelcome or derogatory remarks about the sexual orientation or preference of an individual or a group
- Unwelcome requests for social or sexual encounters and favours
- Display of, or electronic transmission of pornographic, degrading or indecent pictures at the workplace
- Indecent exposure or sexual assault.

Racial Harassment is a form of race discrimination. Birkbeck takes racial harassment to include a hostile or offensive act, committed on racial grounds, by a person or group of one racial or ethnic origin, against a person or group of another, or incitement to commit such an act.

The following are examples of what might constitute racial harassment. The list is not exhaustive:

- Derogatory name-calling
- Insults and racist jokes
- Ridicule of an individual for racial or ethnic difference

- Persistent isolation of an individual or group because of race
- Racist graffiti, images or insignia
- Display or dissemination of racially offensive material
- Verbal abuse and threats relating to race
- Physical attack.

Differences of attitude or culture and the misinterpretation of social signals could mean that what is perceived as racial harassment by one person may not seem so to another. **The defining features, however, are that the behaviour is offensive or intimidating to the recipient and would be so regarded by any reasonable person.**

Harassment other than on sexual or racial grounds. The following are examples of harassment other than on sexual or racial grounds. The list is not exhaustive:

- Derogatory name-calling
- Insults and demeaning jokes
- Ridicule of an individual
- Persistent isolation of an individual or group
- Graffiti, images or insignia
- Verbal abuse and threats
- Physical attack.

The above could occur on the basis of the following examples (the list is not exhaustive):

- Nationality
- Sexual orientation
- Religious or Political Convictions, lawfully held
- Willingness to challenge harassment, leading to victimisation
- Membership or non-membership, of a trade union
- Disability, sensory impairment or learning difficulties
- Status as ex-offender
- Age (or youth)

- Real or suspected infection (for example with AIDS/HIV)

C PROCEDURES FOR DEALING WITH HARASSMENT

If you feel that you are being subjected to harassment, do not feel that it is your fault or that you have to tolerate it. Birkbeck's primary concern is that you should receive appropriate support, assistance and confidential advice. There are various ways you can deal with harassment, ranging from simply asking the person to stop, to taking up a formal complaint.

Step One

INFORMAL

- i Act promptly: do not wait until working or studying conditions become intolerable. Make it clear, either personally, or through a friend or third party, that the behaviour to which you object is unacceptable to you. In some cases, the person against whom you have a complaint may be unaware that his or her behaviour is inappropriate or objectionable, or it may happen that his or her words or actions have been misinterpreted. In such cases, the misunderstanding needs to be cleared up speedily.
- ii Even where the behaviour is intentional, a swift, clear indication that the behaviour is objectionable may well prove sufficient. If you feel unable to confront the person concerned, this does not imply that you consent to harassment nor will it prejudice any complaint you may bring within Birkbeck. In all cases, it is important to keep a full record of the details of any relevant incidents which distress you including dates, and the effect they have had on you. Additionally, it is necessary to keep a record of any actions which you have taken in the matter, for example letters or conversations.
- iii You may at any stage seek advice from one of the nominated and trained Harassment Advisers within Birkbeck who will be pleased to see you **on a completely confidential basis**. Advisers are recruited from Birkbeck's community and from recognised branch trade unions. There are notices all around College with the direct phone numbers for all of the advisers, whose contact numbers are also available from the Registry or the Personnel department.

A Harassment Adviser will help you to discuss incidents or problems, however serious or trivial they may seem, and will suggest ways to proceed with the situation without necessarily taking the matter up in a formal way.

You may alternatively seek advice from the Registry (if you are a student) or the Personnel Department (if you are a member of staff), or a representative of a branch trade union.

- iv If, despite having taken informal action, the harassment continues, or is of a more serious nature, you may seek advice on how to proceed with a formal complaint from the above people. The important thing to remember is that further action involving you will not be taken unless you request it. In particular, the person

against whom you are complaining will not be given your name as complainant without your express permission.

- v In the event of there being repeated complaints which lead College Officers to believe that the same person is involved, Birkbeck Officers may take the initiative by contacting the complainants in an effort to resolve matters informally.

No action will be taken at each step of this informal stage without the consent of the person making a complaint.

Step Two

FORMAL

(a) SEXUAL AND RACIAL HARASSMENT

If you feel that the harassment is serious or has not been resolved by the above means, then you have the right to make a formal written complaint to the Registrar (if you are a student) or to the Director of Personnel (if you are a member of staff). **All complaints will be investigated impartially by Birkbeck with due respect to the rights of the complainant and alleged harasser. Alleged harassers will be told that they have the right to be represented and will be given a clear account of any allegations so that they have an opportunity to state their case.**

WHAT BIRKBECK WILL DO IN RESPONSE TO A FORMAL COMPLAINT OF RACIAL OR SEXUAL HARASSMENT

(A) If the complaint is made against a student

If the complaint is made against a student, the procedures in Birkbeck's currently approved Code of Student Discipline will be followed.

(B) If the complaint is made against a member of staff

- i All formal complaints should be directed to the Director of Personnel in writing. Arrangements will then be made for the complaint to be investigated by a small panel.
- ii The panel, which will be appointed by the Master (or nominee), will comprise the Director of Personnel (or nominee), a senior member of the administrative section or Resource Centre concerned, a senior member of Birkbeck and a senior member of the academic, administrative, clerical, manual or technical staff as appropriate. The composition of the panel will be balanced in terms of gender, and, when investigating cases of alleged racial harassment, shall include at least one person from an ethnic minority wherever possible.
- iii If the panel decides that there is a prima facie case of harassment amounting to gross misconduct, the alleged harasser will be suspended,

pending a full investigation, in accordance with the agreed disciplinary procedures for the appropriate category of staff.

- iv The panel will investigate the complaint by whatever means it deems necessary, which will include interviewing the complainant and the alleged offender separately, both of whom will have the right to be accompanied by a trade union representative or friend.

Depending upon the circumstances, the panel may also seek more information, e.g. from other witnesses named by either party.

- v The panel will report its findings to the Master (or nominee).
- vi If the panel concludes that, on that balance of probabilities, the complaint is substantiated, it will recommend that the relevant disciplinary procedure be used at the appropriate level. The Director of Personnel will advise on this. In more serious instances, where the harassment is regarded by the panel as being gross misconduct, it will recommend that the more formal part of the disciplinary procedure will apply. This could result in a written warning (s) or may include dismissal from Birkbeck's employment.
- vii If the panel concludes that, on the balance of probabilities, the complaint is not substantiated, no further action will be taken.
- viii If the panel concludes that the allegations are either false or malicious, the panel may recommend that the complainant be subject to disciplinary action up to and including dismissal from Birkbeck's employment or (if a student) expulsion.
- ix The complainant and/or the alleged offender can invoke Birkbeck's Grievance Procedure if they feel dissatisfied with the conduct or outcome of the panel's investigations.

Cases of Racial, Sexual or Physical Assault

- 1 If you have been physically attacked, **you are strongly advised to report the attack to the police immediately by dialling 555 (internal no.) or 999 (outside line), and to the College Secretary or a senior member of Birkbeck. No action will be taken on your behalf without your express permission.**
- 2 If you have been sexually assaulted or raped, **you are strongly advised to report the attack immediately to the police by dialling 555 (internal no.) or 999 (outside line), and to the College Secretary or a senior member of Birkbeck. No action will be taken on your behalf without your express permission.**

(b) HARASSMENT OTHER THAN ON SEXUAL OR RACIAL GROUNDS

- (i) Students

If students feel that they are subject to harassment other than on racial or sexual grounds and wish to make a formal complaint to the Registrar, they should do so in writing. Birkbeck's currently approved Code of Student Discipline will then be followed.

(ii) Staff

If staff members feel that they are subject to harassment other than on racial or sexual grounds and wish to make a formal complaint, they should refer to the relevant College Grievance Procedure and seek advice from the Personnel Department or from their branch trade union.

The purpose of these procedures is to put a stop to any form of harassment in Birkbeck. However, use of these procedures does not limit the statutory or legal rights of a staff member under the current legislation which may include time limits to apply for redress.

Other Sources of Help and Support

It may also be useful to talk to your Union or the Personnel Department as they may be able to offer some avenues of help and assistance. They may also be able to put you in touch with a trained counsellor.

Here are some contacts for further help:

The Central Institutions Health Service at 20 Gower Street offers some form of counselling for staff and students. An appointment with a doctor is usually necessary first. Tel 0207 636 7628.

Samaritans

City Centre

46 Marshall Street, London W1V 1LR

Tel: 0207 734 2800

Runs training and seminars on racial and sexual harassment. Videos are also available on loan to members

Commission for Racial Equality

Elliott House, 10/12 Allington Street, London SW1E 5EH

Tel: 0207-828 7022

Carries out research, produces reports and can provide advice and support for those pursuing cases of racial discrimination and harassment

Disability Law Service

Provides free and confidential advice about legal issues relating to disability.

39-45 Cavell Street

London E1 2BP

Tel: 0207-791-9800

Equal Opportunities Commission

Customer Contact Point

EOC

Arndale House
 Arndale Centre
 Manchester M4 3EQ
 Tel: 0161-833 9244

Can provide advice and backing in pursuing cases of sex discrimination and harassment

Lesbian and Gay Employment Rights

Unit 1G, Leroy House, 436 Essex Road, London N1 3QP

Tel: 0207-704-2205 (Admin and general enquiries)

0207-704 6066 (Gay men)

0207-704 8066 (Lesbians)

Offers advice and help to lesbians and gay men experiencing harassment or discrimination at work

The Apex Trust

St Alphage House, Wingate Annex, 2 Fore Street, London EC2Y 5DA

Tel: 0207-638 5931

Offers advice on employment rights for ex-offenders

Terence Higgins Trust

52-54 Grays Inn Road, London WC1X 8JU

Tel: 0207-831-0330

Offers information, advice, help and support for people with HIV and AIDS

SKILL National Bureau for Students with Disabilities in Higher Education

Chapter House

18-20 Crucifix Lane

London SE1 3JW

Tel: 0207-450 0620

[Contact list updated 7/2001]

[Approved by Governors
 December 1996]

APPENDIX 4

CODE OF PRACTICE ON DISABILITY IN EMPLOYMENT

The following sets out Birkbeck's policy in respect of disability in employment at Birkbeck.

1. The Code of Practice

- 1.1 Unfortunately people with disabilities in society often do not obtain their full share of the jobs available, or the jobs in which their abilities can be best utilised. They also miss out on training and promotion. The reason for this is that many people confuse **disability** with **inability**.
- 1.2 This is not acceptable to Birkbeck for the following reasons:
 - * Most people with disabilities have skills and abilities to offer and are effective as staff members without the need for any specific help.
 - * Many other people with disabilities have as much to offer as non-disabled people given the use of appropriate help which is readily available.
 - * When the abilities of employees with disabilities are overlooked, Birkbeck will miss out on the contribution of potentially valuable employees.
 - * Birkbeck has an obligation to ensure that people with disabilities are treated fairly and in line with its Equal Opportunities in Employment Policy.
- 1.3 As well as requirements relating to disability under Birkbeck's Equal Opportunities in Employment Policy there are also legal requirements placed upon employers relating to the employment of the disabled. These are as follows:

The Disability Discrimination Act 1995
- 1.4 The Disability Discrimination Act of 1995 defines a disabled person as anyone with a physical or mental impairment which has a substantial and long-term adverse effect on his or her ability to carry out normal day-to-day activities. 'Long-term' is defined as an effect of an impairment lasting for at least 12 months.
- 1.5 The Act has thus considerably widened the definition of disability beyond an obvious physical handicap such as blindness or partial paralysis. For example, a disabled person can mean someone who is dyslexic, has a hearing impairment, has learning difficulties or perhaps a severe disfigurement.
- 1.6 The Act makes it unlawful to discriminate against a person in the field of employment on two grounds:
 - for a reason which relates to a disabled person's disability, Birkbeck treats the disabled person less favourably than other people; and Birkbeck cannot show that this treatment is justified; and
 - where Birkbeck owes a disabled employee or job applicant a duty to make reasonable adjustments, and fails to do so without justification.

2. Implementing the Code of Practice

General

- 2.1 Birkbeck's policy is that every effort will be made to accommodate disabled people's needs in employment at Birkbeck by making reasonable adjustments to the workplace and to working arrangements. This applies to all aspects of employment, including recruitment and selection, induction, probation, appraisal, staff development, promotion, redundancy, disciplinary or grievance procedures, etc. This will apply to job applicants or to current members of staff.

For example, reasonable adjustments might include the following:-

- making adjustments to premises or the disabled person's workplace (including, where necessary, the provision of special equipment);
- assigning a disabled person to a different location of work;
- allocating minor duties of the disabled person to another staff member;
- redeployment to a suitable alternative post (if no reasonable adjustment to current working arrangements or premises is possible). This may involve retraining the staff member;
- altering the disabled person's working hours (e.g. allowing the disabled person to work flexible hours to enable additional breaks to overcome fatigue arising from the disability or to accommodate their transport arrangements, or changing the disabled person's hours to fit with the availability of a carer);
- allowing the person a reasonable amount of time off for remedial therapy and assessment etc. in connection with their disability;
- training the disabled person to use special equipment;
- modifying instructions or reference manuals (the way instruction is normally given may need to be revised when telling a disabled person how to do a task (e.g. Braille) or instructions for people with learning disabilities may need to be conveyed orally with individual demonstration);
- modifying selection tests (e.g. a person with restricted manual dexterity might be disadvantaged by a written test, so Birkbeck might have to give that person an oral test);
- providing a reader or interpreter (e.g. colleague reading mail to a person with visual impairment);
- Providing help from a colleague for someone whose disability leads to uncertainty or lack of confidence;

Birkbeck will consult a Disability Employment Adviser and investigate other possible sources of funding or assistance before deciding that there is no reasonable adjustment which could be made.

Recruitment and Selection

- 2.2 Shortlisting and selection decisions should be made on the basis of who is the best person for a job. If a candidate is disabled, a reasonable alteration to working arrangements can often accommodate his or her disability and he or she should then be considered on the same basis as anyone else.
- 2.3 It is unlawful to include requirements which are not essential or are marginal to a particular post. For example:
- insisting on a particular level of educational qualification, even though it is not necessary or significant for the job;
 - inserting in job descriptions physical requirements (e.g. mobility) from candidates when it is not necessary or significant for the job;
- 2.4 It is therefore College Policy that job descriptions and Skills/Person Profiles will include only those criteria which are entirely necessary for undertaking the duties and responsibilities of the job concerned.
- 2.5 To encourage applications, Job descriptions will include the phrase “applications from disabled people are welcomed”.

Interview arrangements

- 2.6 In the recruitment materials sent to applicants applicants are asked if they have a disability and what sort of arrangements would be necessary for an interview. Birkbeck will make every reasonable effort to accommodate a candidate's requirements, including meeting the cost of travel expenses by taxi where this is necessary because of the candidate's disability.

Selection

- 2.7 It is not discriminatory to ask relevant questions at interview about the person's disability e.g. reasonable questions about any changes that may need to be made to the workplace.
- 2.8 The criteria used in interviews and selection tests should only relate to what will be required of the future postholder. Thus, for example, it would be inappropriate to require someone with learning difficulties to complete a numeracy test where the job entails very little numerical work and is not part of the Skills/Person Profile of the job description.

3. Induction

3.1 Induction is a very important part of the recruitment process for all new employees but this may be more so for disabled people. The induction of disabled employees should take two forms:

- i) Induction to Birkbeck - this will involve the staff member participating in Birkbeck's staff induction session. It must be ensured that steps are taken to facilitate access for all disabled participants. Where necessary, a special induction session for a disabled staff member will be arranged.
- ii) Induction to the Department - This should be an individual programme carried out by the member of staff's line manager (or nominee) and should cover such matters as introduction to the staff, briefing colleagues about the staff member's needs (with the latter's involvement) the department, available facilities etc. However it should also provide the opportunity to discuss any special arrangements which will be needed in order for the person to settle into his/her job smoothly. This part of induction might include taking early steps to help visually impaired people to familiarise themselves with the building, or perhaps arranging for people who may need to take medication being given the opportunity to do so in private, and so forth.

4. Disabled staff with chronic ill-health

4.1 If Birkbeck takes the view that, for reasons of ill-health, it is no longer possible for a staff member to perform the main elements of his or her job, the Procedure for Dealing with Sickness Absence will be followed. The staff member concerned and also (if he or she wishes), their College trade union representative will be consulted by the Personnel Department, in liaison with the line manager(s) concerned about the options, including redeployment.

4.2 Every reasonable effort will be made to transfer the staff member to a vacant post elsewhere, at a rate of pay appropriate to the responsibilities of that vacant post. Dismissal of the staff member on the grounds of ill-health will be appropriate only where Birkbeck regards such arrangements as not practicable or otherwise unreasonable.

GENERAL

5 Individual responsibility

5.1 All staff, irrespective of seniority, have responsibility for the fair and equal treatment of disabled people at work.

5.2 Senior members of Birkbeck have a special responsibility:

- To ensure that they are aware of the Code of Practice requirements and that these are carried out;

- To ensure that all staff are made aware of the Code of Practice;
 - To ensure that they themselves do not discriminate against disabled people;
6. Please refer also to Birkbeck's Harassment Policy and the Procedure for Dealing with Sickness Absence.

[Approved by Governors
March 2001]

APPENDIX 5

FLEXIBLE EMPLOYMENT POLICY

FLEXIBLE EMPLOYMENT - This has been replaced by the new Flexible Working Policy. See Policies, Guidelines and Strategy section on Human Resources home page

The aim of the Flexible Employment Policy

Birkbeck aims to provide a supportive environment for staff whose commitments outside the workplace are such that employment for 52 weeks of the year is inappropriate. For example:-

- many members of staff have family responsibilities, whether it is bringing up children, or caring for elderly or infirm relatives;
- members of staff may wish, for whatever reason, to have career breaks or to have part-time employment at Birkbeck;

Birkbeck has developed a Flexible Employment Policy, which endeavours to respond to the individual needs of members of staff, wherever it is managerially and financially possible.

Background

Birkbeck's Equal Opportunities policy is that:

Birkbeck and the Trade Unions, parties to this agreement, are committed to the development of positive policies to promote equal opportunity in employment. Therefore, the equal opportunities policy of Birkbeck is that the only consideration in recruitment, training, appraisal and promotion of employees must be how the genuine requirements of the post are met or likely to be met by the individual under consideration. These requirements, including retirement at the appropriate age, being met, no regard should be taken (except where the law allows) of that person's race, sex, age, marital status, number of children, physical disability, sexual orientation, or beliefs or lawful preferences, privately held, on any matter, including religion, politics and sex.

Birkbeck recognises that a key element in promoting the equal opportunities policy is the degree to which it is able to respond flexibly to the needs of staff, particularly those with parental or family responsibilities.

The benefits of the Policy

The benefits of the Policy are as follows:-

- * greater commitment to Birkbeck through employees recognising that Birkbeck responds sympathetically and flexibly to their needs;
- * the greater retention of staff with valuable skills, resulting in lower turnover;
- * improved attendance - timekeeping and absenteeism are reduced;

The Policy

It is the policy of Birkbeck to offer members of staff, wherever managerially and financially possible, the opportunity of applying for the following:-

(a) Part-time contracts of employment

Where staff work a number of hours per week, receiving the same conditions of employment (pro-rata) as full-time staff.

(b) Part-year/term-time working

Where staff work for part of the year, perhaps during term-times. It might be possible for an employee to work for 40 weeks annually, but receive monthly pay that spreads their salary over 12 months.

(c) Job-sharing

Job-sharing is where a person jointly agrees working arrangements with another person sharing the job and with Birkbeck Secretary (for administrative staff, in consultation with the Head of Administrative Section) and the Dean of Faculty (for staff working in academic departments, in consultation with the Head of School). The most common pattern might be for one of the two members of staff to each work 2.5 days a week, with a short overlap period so that both staff can discuss the job and share work, e.g. One person works Monday, Tuesday, Wednesday (half day), the other person works Wednesday, Thursday and Friday (half day). The overlap period would thus be Wednesday for a half day. Alternatively, it may be possible for them to work alternate weeks.

Birkbeck will give consideration to job applicants wishing to job-share, where circumstances permit.

(d) Maternity and Family Leave

Please refer to staff handbooks/ terms and conditions of employment for further information about Maternity and Family leave and other forms of leave.

(e) Paternity Leave

All male staff may have two weeks' paid paternity leave at the birth of their child. Please refer to staff handbooks/terms and conditions of employment for further information.

(f) Career breaks

Staff with a minimum of five years continuous service at Birkbeck are eligible to apply for a career break by taking unpaid leave for a period of up to 1 year, providing that they will have five years service to offer before they reach 65. Such arrangements would need to be agreed with Birkbeck Secretary/Dean of Faculty (in consultation with the Head of Administrative Section/Head of School). The career break could be to raise children, or to study or for some other reason. At the end of the agreed leave, the member of staff would return to work at the same salary as when they left (taking into account any annual pay rises) and to return to a similar post in Birkbeck. Incremental increases

would be frozen whilst on leave, as would the employer's pension contributions (the member of staff may elect to pay the employers pension contribution to maintain continuity of service). The period of absence would not count as continuous service for the purposes of long service leave entitlement, sick leave entitlement, maternity pay or pension.

Members of staff taking a career break would need to accrue five further continuous year's service after their return to work before being eligible for a further career break.

(f) Unpaid leave

Staff may request unpaid leave during a leave year, in addition to their normal paid leave. This would normally be up to two weeks, but a longer period of time may be approved in exceptional circumstances. This may assist employees with children on holiday, or perhaps those staff who wish to travel abroad. This option is available in instances where no temporary replacement is needed.

(g) Dependants Leave

This section ('Dependants Leave') is a legal entitlement:

Staff are entitled to a reasonable amount of time off, without pay, during working hours to deal with home emergencies involving their Dependants. The law calls this 'Dependants leave' and it may be taken in addition to other forms of leave.

What events are covered?

Dependants leave covers the following events:

- * Illness, injury or assault on a dependant
- * Death of a dependant
- * When a dependant gives birth
- * To make arrangements for the care of a dependant, or where existing care arrangements for a dependant are disrupted
- * Emergencies at the staff member's own child's school

What relationships are covered?

The law defines 'Dependants' as

- * a staff member's spouse, parent, or child
- * Another member of the same household as the staff member. This would include his or her partner, but not tenants or lodgers or a live in employee
- * A person who reasonably relies on the staff member for help in an emergency, or in arranging care.

What does 'reasonably relies on' mean?

It covers any person in the community who is not a relative, and who is reasonable in relying on the staff member for help if he or she needs help with care arrangements for him or herself.

This might be a friend with a disability, or an elderly neighbour, or a neighbour who does not speak English, if they need help with arrangements for care in the case of illness or injury, or if their care arrangements run into difficulty.

This right applies only to the person who needs care for him or herself and not to anyone else: if a staff member's neighbour's child falls ill and the neighbour asks the staff member for help, the relationship between the staff member and the child is not covered by the law and the staff member has no right to Dependants leave.

What will be reasonable will depend on all the circumstances. The staff member will need to consider how long he or she has known the person, and how close he or she is to him or her; who else is available to help the person, either in the short term or the longer term, and the staff member must also take into consideration the amount of time off work which he or she might need, what Birkbeck's operational needs are at the time when the staff member wants to take time, and how much of a strain the staff member's absence will cause to other people at work.

Notification

The staff member must notify his or her Head of School/Head of Administrative Section by telephone within the first hour that he or she would normally start work explaining (a) why he or she is not at work and (b) how long he or she expects to stay away. The staff member must keep their Head of School/Head of Administrative Section regularly updated as circumstances change. The staff member's Head of School/Head of Administrative Section will decide what is a reasonable amount of time off. In cases where the Head of School/Head of Administrative Section, having consulted the Personnel Department, decides that the amount of time of the staff member either proposes to take or has taken is excessive, the latter will be instructed formally to return to work. In other circumstances and at the request of the staff member, the Head of School/Head of Administrative Section may decide to grant paid compassionate leave.

(h) Parental leave

This section ('Parental Leave') is a legal entitlement:

The staff member may have the right to take unpaid time off work to enable he/she to deal with situations which concern him or her as a parent. This is in addition to Dependants leave and to Paternity or Maternity Leave.

Who qualifies for it?

The staff member qualifies for the right after one year's service with Birkbeck, provided:

- (a) The child is under five years old; or
- (b) It is less than five years since the child was placed with the staff member for adoption.

How much time may be taken and how is it taken?

The staff member have a right to a total of 13 weeks leave for each child who is covered by these rules, which includes the 2 weeks' paid paternity leave (see Paternity Leave). The 13 weeks is a total per child. The leave may be taken in blocks of a minimum of one week and a maximum which is subject to agreement with he/her Head of School.

How to ask for Parental leave

In all instances below, the staff member should notify their Head of School/Head of Administrative Section in writing as early as possible.

If the staff member wants leave of up to 2 weeks, he/she must give the Head of School/Head of Administrative Section a minimum of 4 weeks notice.

For leave of more than 2 weeks, the minimum notice must be twice as long as the proposed period of leave (e.g. if the staff member wants to take 3 weeks leave, he or she must give the Head of School/Head of Administrative Section 6 weeks notice). Special provision applies to parental leave taken at the time of the birth or of placement for adoption. If the staff member wants to take one of those, he or she should give their Head of School/Head of Administrative Section a minimum of 13 weeks notice of the week when the birth or placement is expected, indicating how long the staff member would like to take. The staff member may be asked to produce written evidence to show that he or she has parental responsibility (e.g. a Court order) or to prove the age of the child (e.g. a birth certificate).

The Head of School/Head of Administrative Section, in consultation with the Personnel Department, has the right to postpone the staff member's parental leave for up to 6 months, if the time when he or she wants to take it would cause harm to the School's business. If that occurs, the Head of School/Head of Administrative Section will inform the staff member of the decision in writing, with reasons provided. If that happens, the Head of School/Head of Administrative Section will also include alternative dates for the leave, which will be within 6 months of when the staff member asked to start his or her leave.

After parental leave the staff member would come back to the job in which he or she was contracted to perform by Birkbeck before his or her absence. If major changes during that absence mean that that is no longer possible, the staff member will return to a job which is suitable for he/she to come back to. If that happens, the Head of School/Head of Administrative Section will consult the staff member about the changes and do our best to reach agreement with him or her.

i) Compassionate leave

Members of staff may be granted paid compassionate leave, for example, to attend the funeral of a family member, or to attend to urgent family affairs after a bereavement, or to look after a seriously ill dependant for a short period of time. Compassionate leave up to a maximum of five days may be granted by the immediate line manager who should at all times treat the request with sympathy. When compassionate leave is granted, it should be reported in writing to the Personnel Department.

It is not possible to give specific guidelines about the amount of compassionate leave which should be granted as circumstances differ in each case. Line managers are asked to obtain details from the member of staff who requests compassionate leave and to make a judgement as to how many days to allow: advice may always be sought from the Personnel Department. Before granting compassionate leave above a period of five working days formal permission should be obtained from the Personnel Department. In special circumstances Birkbeck can grant a period of unpaid leave to a member of staff on compassionate grounds.

(j) Further information

Members of staff who are considering applying for any of the above should discuss their needs with their immediate supervisor first, then their Head of School. Formal approval would need to be given by the Dean of Faculty (in consultation with the Head of School) or Head of Administrative Section (for staff working in central administration). Staff supervisors are advised to give careful consideration to the member of staff's needs and to endeavour to accommodate them wherever possible. It is, however, the Dean of Faculty's or Head of Administrative Section's responsibility to ensure that school or departmental objectives can be met and are met. It may not be possible to accede to all requests.

Members of staff may also contact the Personnel Department for further advice and information.

Requests for the above schemes

If he/she request that he/she be considered for any of the above schemes, the Dean of Faculty will require a minimum of three months written notice of his/her request (except for sections g) and h) , so that due consideration may be given to his/her request and that adequate arrangements can be made to provide cover for his/her work.

Whilst members of staff may apply for the options described above, wherever it is managerially and financially possible, Birkbeck will regard the arrangement entered into as fixed. Members of staff will not be able to change their minds at a later stage and alter the arrangement, except by the prior agreement of Birkbeck.

[Approved by the Governors
in March 2001]

APPENDIX 6.

Occupational Stress Management Policy

- 1 Birkbeck, in its Statement of Health and Safety Policy makes clear its commitment to providing a healthy and safe workplace for all its employees. This commitment extends to all aspects of occupational health and safety including the effects of stress.
- 2 Birkbeck accepts that it has a duty to take reasonable care to ensure that employees health is not placed at risk through excessive and sustained levels of stress arising from the way his or her work at Birkbeck is organized, the way people deal with others or from the day to day demands placed upon staff members.
- 3 Birkbeck is taking the following steps to tackle the causes of occupational stress and to provide support to staff members. These include:
 - a) Risk Assessment – stress is one of the hazards that are assessed by Departments/Schools when undertaking Risk Assessments. [Please refer to [Appendix 7](#), Section 6]
 - b) Communication – good two-way communication is essential. Birkbeck will continue to develop systems to ensure that staff members are kept informed and can make themselves heard.
 - c) Working Environments – regular inspection and monitoring of departmental health and safety arrangements is undertaken
 - d) Guidance on Dealing with Stress at work – Birkbeck has published guidelines for managers and staff that give information on what stress is, how to avoid it and how to deal with it The Guidelines [are in Appendix 7](#) and are also posted among Birkbeck's Safety Office's web pages at: <http://www.bbk.ac.uk/so/#docs>
 - e) Procedure for Dealing with Sickness Absence in the Staff Handbooks is designed to assist with the identification of stress as a factor that may have led to sickness absence and with how to follow up on this sympathetically.
 - f) Occupational Health Service (OHS) – provides advice and support to staff members experiencing the effects of stress at work. This will include guidance on how to return to work after periods of absence as a result of stress related ill health. All employees submitting a medical certificate indicating that stress is a factor in their absence will have an appointment made for them with the OHS by the Personnel Department. The OHS will be asked to discuss with the employee whether occupational stress is an issue that Birkbeck needs to address with regard to him or her.
4. Each department/school will take steps to implement arrangements to ensure stress in the workplace is effectively managed.

4.1.1 Deans of Faculties, Heads of School (responsible to the Deans of Faculties for implementing the policy at school level)/Heads of Administrative Sections are responsible for:

- a) establishing the 'organization and arrangements' for implementing Birkbeck's Health and Safety Policy including the management of stress at work.
- b) ensuring that risk assessments are completed and monitored
- c) ensuring that good two way communication processes are in place
- d) ensuring that regular safety inspections and monitoring of health and safety arrangements are undertaken
- e) monitoring and reviewing on a regular basis the effectiveness of the responses of their area to stress at work
- f) ensuring that staff returning from sick leave are interviewed in accordance with the 'Sickness and Injury' section in the Staff handbooks to establish how the member of staff is and provide them with help and support if necessary. An employee who has had a number of single days of absence over a relatively short period of time may be suffering from some underlying condition.
- g) setting clear and measurable work objectives for their staff
- h) identifying development needs and ensuring appropriate development is provided
- i) ensuring all relevant policies are implemented

4.2 All staff are responsible for:

- a) talking to their managers/supervisors about their jobs and its demands
- b) identifying and taking the initiative regarding their developmental needs
- c) letting managers/supervisors know if they are overloaded or underloaded
- d) taking an active part in performance management and staff development
- e) voicing any concerns about job security, changes in job structures, etc to managers

4.3 Birkbeck's Safety Office / Personnel Department are responsible for:

- a) providing general advice and guidance to all staff on the management of stress at work
- b) providing suitable training courses to complement/enhance this strategy
- c) monitoring staff medical certificates for stress being given as a cause of sickness absence and referring the member of staff to the OHS soon after his/her return.
- d) monitoring implementation of this Policy.

GUIDANCE ON DEALING WITH STRESS AT WORK

1 Definition of stress

- a) There are many definitions of stress. The Health and Safety Executive define stress as, “the reaction people have to excessive pressures or other types of demand placed upon them. It arises when they worry they can’t cope”.
- b) Often the feeling of ‘not coping’ is seen as a weakness that cannot be acknowledged and people ‘soldier on’. Stress is sometimes worn as a ‘badge of office’ – that suffering from excessive stress is almost a ‘status’ symbol and part of the territory of particular jobs. Both viewpoints are unhealthy.
- c) Individuals generally accept reasonable pressures, which are, in the main, considered as positive and motivational. These pressures can provide the key to a sense of achievement and job satisfaction. It is only when there is excessive pressure whether at work or outside (or both) that stress might become harmful. It can then damage performance and undermine the health of the staff member.
- d) Stress is often described as “a variance between workload and capability”. The workload may be greater than the capability of the individual or the workload may be less than the individual's capability.

2. Effects of Stress

- 2.1 Excessive stress can manifest itself in physical, emotional or behavioral effects. These effects are usually short-lived and cause no lasting harm. When the pressures recede, there is a quick return to normal. Stress is not therefore the same as ill health. It is only when pressures are intense and continue for some time that the effects of stress can become more sustained and far more damaging leading to longer term psychological problems and physical ill health.
- 2.2 Long term stress has been associated with conditions such as high blood pressure, heart disease, anxiety and depression. These conditions may arise from other causes, and if a particular individual is suffering from one of these disorders, it will be for a medical practitioner to advise on the extent to which it is work related. Hence Birkbeck’s use of the Occupational Health Service (OHS) as mentioned in Birkbeck’s Occupational Stress management Policy.

3 Causes of Harmful Levels of Stress

- 3.1 Birkbeck will take every reasonable step required to reduce the risk of staff members developing work induced stress related disorders.
- 3.2 There is no simple way of predicting what will cause harmful levels of stress. The levels of stress that are harmful differ for each individual according to their personality, experience, motivation and importantly the support they receive from managers, colleagues, family and friends. The ability to cope with high levels of stress will also be determined by the amount being experienced outside of work, resulting from such situations as bereavement, family sickness, and marital or other interpersonal problems. Harmful stress is more likely to occur when there is/are:

- a) pressures which are cumulative and/or prolonged.
 - b) demands placed upon the individual over which he/she feels he/she has lost control,
 - c) lack of competence and/or training
 - d) demands which are conflicting – causing confusion,
 - e) High levels of uncertainty about their work, their objectives or their job and career prospects,
 - f) inflexible and /or over demanding or too simplistic work schedules,
 - g) there is prolonged conflict between individuals, including possibly sexual or racial harassment, or bullying, or where staff are treated with contempt or indifference,
 - h) absences of leadership and/or understanding from managers or supervisors.
- 3.3 These factors combined with others such as health problems and home pressures (e.g. financial worries or marital/relationship difficulties) may lead to the reduction in the ability to cope with pressures at work.
- 3.4 Physical conditions such as noise, heat, humidity, vibration and a presence of toxic or dangerous materials, overcrowding, bad ergonomic design or other hazards might also increase stress levels for the employees working within that environment.

4 Provisions to Prevent Harmful Levels of Stress

- 4.1 Job Design - As part of the risk assessment process, where appropriate all current jobs will be assessed in order to identify tasks and responsibilities which may place prolonged and harmful levels of stress upon jobholders. When necessary, and in consultation with the jobholders, job design may then be altered in order to reduce the risk. Birkbeck will ensure, so far as is reasonably practicable, that jobs will be designed in such a manner that:
- a) the responsibility and tasks can be clarified and communicated to each job holder,
 - b) the job is achievable by the job holder who can receive credit for its accomplishment,
 - c) job holders are not placed within a job for which they do not have the ability,
 - d) early training and instruction with regard to the job, the working environment and any specific pressures can be given,
 - e) there is scope for varying working conditions and for people to influence the way their jobs are done – increasing their control, interest and sense of ownership
- 4.2 Management Style - People can cope with most styles of management, but they cannot easily cope with inconsistency, indifference or bullying. During periods of change the levels of uncertainty suffered by individuals inevitably increase. Efforts will be made to reduce these to the minimum by regular communication and counselling.
- 4.3 Any employee who feels that satisfactory progress is not being made to resolve any issue raised related to stress may request that the matter be referred to the Personnel Department or Birkbeck's Health and Safety Officer.
- 4.4 An employee may at any time register a grievance under the Birkbeck's current procedures. However, it is intended that these procedures are only used by employees who have been unable to resolve an issue at local level.

5 Some guidelines for employees to alleviate the negative side of stress

- a) Firstly identify the problem / problems.
- b) Take some time to think up a few solutions.
- c) Only tackle things you can change, those you cannot, are someone else's problem.
- d) If possible, talk to colleagues. They too may have ideas.
- e) Talk to managers/supervisors about concerns and see if help or advice can be given
- f) Let managers know if jobs are:- overloaded – having too much to do, not enough time etc. Underloaded – not enough to do, repetitive etc.
- g) Voice any fears about job security, changes in job structures etc. with managers/supervisors.
- h) Prioritise your workload. Deal with the high priority jobs first; no matter how unattractive. Completing them will create a great sense of achievement and boost your morale.
- i) Match your workload and pace to your abilities and training. Do not be afraid to delegate or ask for help.
- j) Try not to express or experience anger. If this emotion comes to the fore, take a deep breath, “stand back” in your minds eye (in other words count to ten) before reacting.
- k) Try to maintain a sense of humour and keep things in perspective.

There may be outside personal pressures to add to those at work. Developing a personal action plan to tackle both issues could be very beneficial.

6. Additional guidance for managers on Risk Assessment

6.1 The Management of Health and Safety at Work Regulations (1999) place an obligation on employers to assess the nature and scale of risks to health in their workplace. The purpose of the assessment is to enable the employer to identify what measures it needs to take in order to provide employees with a safe environment in which to work. Risk assessment forms (with guidance on how to use them) are available among the Safety Office web pages at: <http://www.bbk.ac.uk/so/risk.htm> Area safety co-ordinators and Birkbeck's Health and Safety Officer can provide assistance with risk assessment.

6.2 In making their assessments, the assessor need only consider the main factors that are likely to cause intense or sustained levels of work-related stress, taking into account precautions that are already being taken. This should serve to identify

whether it is reasonable to expect the person to be capable to do the work concerned when provided with adequate information, training, equipment and working environment.

- 6.3 In carrying out the risk assessment the manager should take into account records of sickness absence, timekeeping and productivity. Listen to employees concerns, enquire about the numbers of hours worked. Long hours may indicate that they are overworked, inadequately trained for the job or being subjected to unreasonable demands. Investigate staff motivation and ask about the quality of working relationships. Involve safety or other representatives in such discussions.
- 6.4 In making their risk assessment, and unless they have (or could have reasonably found out) evidence to the contrary, the manager may assume that their employees are mentally capable of withstanding reasonable pressures at work. Contrary evidence might include past stress-related illness. Such evidence should not necessarily exclude the deployment of a person to a particular post or task if reasonable adjustments to the work can be made that are likely to avoid the employee developing work-related stress.
- 6.5 If the initial assessment does not reveal any significant levels of sustained work-related stress, the manager need only keep the matter under review.
- 6.6 If factors that could cause intense and/or sustained levels of stress are identified, controls must be put in place to eliminate or reduce them to the lowest levels reasonably practicable. These may include:
 - a) providing employees with the necessary training to carry out the work they undertake. This means that where, for example, an employee is likely to encounter situations which are likely to induce stress, steps should be taken to ensure that the employees risk to mental injury is reduced by providing training to deal with foreseeable situations which could induce stress.
 - b) Providing employees with adequate information about the nature of the work they are to do and given the necessary support and supervision to enable them to carry out work in a safe manner.

7. Additional guidance for managers on employees affected by stress

- 7.1 An employee who has suffered and been affected by stressful situations should be offered counselling. Thereafter, provided a risk assessment reassures the manager that the employee could continue in the same position, the employee may need to be given training so that should the same stress situation arise again they are better equipped to deal with it.
- 7.2 Where employees are deemed unable to return to the same position or feel unable to do so other College policies will be brought into play such as those on redeployment or staff under-performance (see staff handbook). Managers should liaise directly with the Personnel Department in such cases.

7.3 The 'Sickness and Injury' section in the Staff Handbooks is designed to assist managers identify whether stress is a factor that may have led to sickness absence and explains with how to follow up on this sympathetically. All employees submitting a medical certificate indicating that stress is a factor in their absence will have an appointment made for them with the OHS by the Personnel Department. The OHS will be asked to discuss with the employee whether occupational stress is an issue that Birkbeck needs to address with regard to him or her.

[Approved by Governors
July 2001]

APPENDIX 7.

POLICY ON SMOKING IN BIRKBECK

SMOKING POLICY - This has been replaced, see Policies, Guidelines and Strategy section on Human Resources home page

1. All staff, students and visitors are required to comply with Birkbeck's policy on smoking.
2. All internal and external areas of Birkbeck with the exception of designated smoking areas are non-smoking areas.
3. No laboratory, preparation area, workshop, store, plant room, workroom, teaching/meeting space or internal/external part of Birkbeck premises forming part of a fire escape route may be designated or used as a smoking area.
4. Designated smoking areas within Birkbeck for general use are :

Malet Street : Junior Common Room (JCR) bar on the 4th floor of the Extension Building and the roof terraces on the 4th and 5th floors of the extension building adjacent to the JCR and Senior Common Room (SCR).
Gresse Street : The designated area within the Snack Bar.
32 Tavistock Square : The designated area within the Snack Bar.
5. A person who is the sole occupant of an office may designate it as a smoking or non-smoking area. Occupants who have designated their office as a smoking area are, however required to ask visitors if they object to their smoking and cease doing so if requested.
6. Where an office is occupied by more than one person, it shall be designated as a non-smoking area unless all its occupants agree otherwise and remain so agreed.
7. Occupants of offices designated as smoking areas must ensure that smoke from their offices does not spread into corridors or other internal areas to the discomfort of persons in those areas.
8. In the interests of fire safety, employees who smoke must ensure that they extinguish and dispose of smoking materials in a safe manner.
9. Members of staff who have dealings with the public may not smoke when on duty.
10. Responsibility for ensuring that staff observe Birkbeck's policy on smoking shall rest with appropriate officers of Birkbeck, Heads of Schools, Heads of Sections, Technician Superintendents and other designated line managers.

11. Birkbeck's disciplinary procedures may be instituted for infringements of Birkbeck's policy on smoking.
12. In buildings not under the direct control of Birkbeck, complete no-smoking policies may be in force. These must be strictly observed.

[Approved by Governors
in July 1997]

APPENDIX 8.

PROCEDURE FOR DEALING WITH SICKNESS ABSENCE

- 1.1 Members of staff who are absent due to ill-health are required to report their absences in accordance with the agreed procedures;
- 1.2 Deans of Faculties and Administrative and Section Heads have access to sickness absence details for their particular area on the computerised system;
- 1.3 The Personnel Department will monitor sickness absence levels and will bring to the notice of Deans of Faculties and Administrative Sections those members of staff whose levels of sickness absence are unacceptably high. Deans of Faculties and Administrative Section Heads, through the staff member's line manager, are required to take appropriate action to address the problem.
- 1.4 In determining whether individual levels of sickness absence are unacceptably high, sickness absence in the department and throughout Birkbeck will be taken into account.

INVESTIGATION

- 2.1 Before discussing the issue of sickness absence with a member of staff, the Personnel Department should be consulted;
- 2.2 If levels of sickness absence cause concern, this will be brought to the member of staff's attention by the appropriate line manager, who will ask him or her for co-operation in reducing the levels of sickness absence;
- 2.3 Particular attention will be paid to patterns of absence;
- 2.4 The individual circumstances of each member of staff will be looked at sympathetically and all factors will be taken into consideration, including the staff member's history of sickness absence whilst employed at Birkbeck. Account will also be taken of Birkbeck's Code of Practice relating to Disability in Employment;
- 2.5 The member of staff will have the right to request that a friend or union representative accompany him or her to any subsequent meeting following the initial interview with the line manager.
- 2.6 In the case of a staff member normally required to undertake paid overtime, the staff member's line manager may decide that, as the commitment to overtime may be affecting the staff member's health, no overtime opportunities will be provided until the line manager is satisfied that the health problem has been overcome.

ACTION

- 3.1 If a member of staff is unable for health reasons to attend work on a regular basis, the member of staff is expected to co-operate in being examined by a doctor or nurse from the University Health Centre, the cost of which will be met by Birkbeck. Birkbeck will request a medical report from the University Health Centre or from the individual's G.P. or consultant to determine his or her fitness for work. When reports are requested from the individual's GP or consultant, the staff member has the right under the Access to Medical Reports Act to request to see the medical report before it is submitted to Birkbeck. Staff will be informed of these rights before medical reports are taken up.

FIT FOR WORK

- 3.2 If the member of staff is declared fit for work, Birkbeck will expect him or her to attend for work on a regular basis. Birkbeck will inform the staff member in writing that his or her attendance will, depending on the circumstances, be monitored for a period varying from a couple of months to six months. The letter to the staff member will state the monitoring period and also mention that at the end of that period, Birkbeck may, having taken all the circumstances into account, deal with this by means of Birkbeck's disciplinary procedures.

UNFIT FOR WORK

- 3.3 If a member of staff is declared unfit for work, Birkbeck will investigate the possibility of re-deployment or early retirement on the grounds of ill-health;
- 3.4 If neither of the above options is possible, Birkbeck, after taking medical advice, may regretfully have to dismiss on the grounds of incapability due to ill-health. However, the member of staff will be consulted at all stages before any action is taken.

SICKNESS DURING A VACATION

Occasionally, members of staff might become ill when on vacation (which does not normally include periods during which Birkbeck is closed at Christmas and Easter) and wish to have their period of leave taken as sick leave. In these cases, the following rules should be followed:

1. If a member of staff falls ill while on vacation in this country, the appropriate line-manager MUST BE INFORMED IMMEDIATELY (see paragraph 3 below). A Sick Leave Report will then be sent to Personnel by the designated record keeper as in the agreed procedure.
2. If members of staff are ill for between four and seven days, a self-certificate form must be completed when they return to work. A medical certificate, dated at the time of the illness must be provided if they are ill for more than seven consecutive days (including weekends). RETROSPECTIVELY DATED CERTIFICATES WILL NOT BE ACCEPTED.

3. If, for example, members of staff are abroad and it is not possible to contact Birkbeck at the on-set of an illness, then a doctor's certificate dated at the time the illness occurred must be provided when the member of staff returns to work.
RETROSPECTIVELY DATED CERTIFICATES WILL NOT BE ACCEPTED.

[Approved by Governors in
December 1998 and amended in July 2001]

APPENDIX 9.

COLLEGE-FUNDED EARLY RETIREMENT & VOLUNTARY SEVERANCE SCHEME

SECTION I - EARLY RETIREMENT

Background

The UGC, then UFC, supported two schemes in the 1980s for early retirement: in 1981-84 and 1987-90. In those schemes, the UFC carried either the full or part costs of providing enhanced benefits to staff wishing to retire before retirement age (65 years). It is not thought likely that another similar scheme will be financially supported by the Funding Council in the near future. It is possible for institutions to finance from their own resources such schemes and Governors have agreed one for Birkbeck. Guidelines for the scheme are set out overleaf.

Purpose of College scheme

Some staff might like to take early retirement, provided enhanced benefits were provided, and their retirement might be considered to be in Birkbeck's interest. The superannuation schemes would not allow Birkbeck to purchase more than ten years' additional benefit. That, therefore, would be the ceiling for staff. If there are good academic or management reasons in favour of the member of staff's early retirement and, if the costs to Birkbeck can be met within a reasonable time period, retirement may be supported from College funds. 'Good academic or management reasons' would include, as far as academic staff are concerned, improving the age profile and, for all groups, the replacement of staff with skills no longer required, or not so greatly needed, by staff with more appropriate or relevant skills. The important criterion, however, is that the retirement is in Birkbeck's interest.

Staff to whom the scheme is applicable

Only staff who are over the age of 50 years are eligible to be considered.

Guidelines and Procedures for College scheme

- i) Staff over 50 years may make an application for early retirement to Birkbeck Secretary;
- ii) A maximum of 10 added years' pension benefits may be purchased;
- iii) The Dean of Faculty, in consultation with the Head of School, (or College Secretary in consultation with the Section Head for non-Faculty staff) is asked for comments as to whether the retirement would be in Birkbeck's interest;

- iv) The costs to Birkbeck of (ii) are established;
- v) The period for which the post would need to remain vacant in order to recoup the costs of (iv) and, in respect of academic staff, any associated essential part-time teaching support are calculated;
- vi) Unless there are strong other reasons, applications for retirement involving more than one year's 'payback' will not be proceeded with. By 'payback' is meant the time over which the costs of providing the added years would be recouped by either holding the post vacant or filling it at a lower level. The cost of funding any 'actuarial strain' will be evaluated separately, outside of the above formula.
- vii) The Dean of Faculty or College Secretary is asked whether the vacancy period proposed would be acceptable in terms of the School/Section's workload and commitments;
- viii) If all the above are acceptable, then the application can be recommended to the Chairman of Governors for approval.

SECTION II - VOLUNTARY SEVERANCE.

Staff under the age of 50 years may apply for voluntary severance. This will be considered and granted according to the same principles as apply to applications for early retirement, i.e. the Dean of Faculty in consultation with the Head of School or Course Director (or College Secretary in consultation with the Section Head for non-Faculty staff) would be asked for comments as to whether the severance would be in Birkbeck's interest, and second, any application may be recommended to the Chairman of Governors for approval if the financial benefits granted to the member of staff provide both long-term savings to Birkbeck and savings which, normally, will be realised within one year. Any financial benefits to the individual would take the form of a lump sum, tax-free cash payment.

[Approved by Governors in December 1992, and amended in December 1996 and December 1999.]

APPENDIX 10

EVENING NURSERY

GUIDELINES FOR PARENTS

Introduction

Bitrkbeck's evening Nursery is open 5.30pm - 9.00pm during Term Time, for students and staff - for children aged 2 - 10 years. In exceptional circumstances, children up to 12 will be accepted. However, Nursery Staff reserve the right not to accept older children if they are disruptive. For safety reasons, children who are unable to sit up unaided will not be accepted into the Nursery.

Ethos of the Nursery

The Nursery has a relaxed and informal atmosphere, as your child will have had a full day. The children are free to undertake activities of their choice.

Settling in

We would recommend that both you and your child visit the Nursery a few days before the start of your lectures, so that your child can become familiar with new surroundings, and meet the two members of staff. Younger children may take longer to settle - so please be prepared in the early stages to come early so you'll have time to stay with your child. If your child is under 3 years you must spend a minimum of one session in the Nursery with your child before leaving him or her with Nursery Staff. If at any point during the session, your child is too upset, we will contact you. It is vital that we have full information on where your class is being held and how to contact you. Unless these conditions are complied with, we regret that your child cannot be accepted at the Nursery.

Mealtimes

We offer your child a snack during the evening (such as cheese or beans on toast). You may bring in extra - especially if your child has special dietary needs, but we recommend that your child has a meal before being left at the Nursery. For toddlers or babies please provide bottles, food and nappies, pushchairs for sleeping and a change of clothes.

Illness

Please do not bring your child in if he/she is unwell. We can understand that you will not want to miss any of your lectures but it is in the interest of your child and other children who may attend the Nursery. If your child becomes unwell while you are in your lecture, we will contact you.

Outings

Weather permitting we go out to local parks. We leave about 6.15 pm. There is always a message on the door to say where we are.

Older children can bring homework or toys from home.

We hope that the Nursery will be a pleasurable experience for your child, so that you can feel confident about studying without anxiety.

Should you have any queries or concerns regarding your child and the Nursery, please do not hesitate to discuss it with the staff.

Deirdre Lazarus
Evening Nursery (Birkbeck College)
59 Gordon Square

Lynn Blewett
Personnel Office
Birkbeck College
Malet Street

Tel: 020 7323 5475 (Term time only)

Tel: 020 7631 6529 (9.30 - 5.30)

[July 2001]

APPENDIX 11

REDUNDANCY POLICY AND PROCEDURES

The following policy applies to permanent academic-related, other-related clerical, manual, technical and craft staff. Wherever possible the following will also apply to academic staff, provided that the relevant provisions do not conflict with Birkbeck's Statute 51.

POLICY STATEMENT

Birkbeck is committed to the provision of job security for all members of staff, not only in the individual interests of members of Birkbeck, but as an aid to creating an environment which will encourage creative scholarship and teaching and which will foster the continued provision of secretarial, clerical, technical and administrative support. However, circumstances may arise where changes in external funding, technology, organisational requirements or student demand, necessitate the need for reductions in staffing levels. Birkbeck will make every reasonable effort to achieve such reductions without recourse to the dismissal of staff and staff redundancies will only be used as a last resort.

Definition of redundancy

[Redundancy is defined in s.139 (i) of the Employment Rights Act 1996. The definition as it applies to Birkbeck provides that an employee who is dismissed shall be taken to be dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to:-

- (a) the fact that Birkbeck has ceased or intends to cease to carry on the business for the purposes of which the staff member was employed by Birkbeck, or
- (b) the fact that the requirements of that business for staff members to carry out work of a particular kind have ceased or diminished or are expected to cease or diminish.

The statutory definition also makes provision for employers who have more than one place of business, but this does not apply to Birkbeck, since the different Birkbeck sites are not considered to be separate places of business].

DECISIONS ON REDUNDANT POSTS

Approval for posts being made redundant will only be given by Governors on the recommendation of the Finance and General Purposes Committee acting on the advice of the Staffing Committee. This will be in accordance with the Strategic Plan and in the light of Birkbeck's financial forecasts and after consultation with College trade union(s) concerned and with those individual staff whose posts are likely to be made redundant. Birkbeck will disclose all relevant information to the trade union(s) concerned.

STAGE ONE

SELECTING STAFF FOR REDUNDANCY

Procedures to be followed

Both those staff members who are likely to be made redundant and their branch trade union will be consulted as early as possible by the College Secretary (or nominee), and in any event [as soon as reasonably practicable] after a recommendation has been made by the Staffing Committee (or, if not considered by the Staffing Committee, by the Finance and General Purposes Committee).

1. The consultation process will seek to establish whether the proposed job losses can be achieved by means other than compulsory redundancies. The following options will be considered and implemented where possible and appropriate, subject to Birkbeck's immediate operational considerations:
 - (a) imposing an immediate ban on further recruitment of new staff [in similar areas];
 - (b) restricting the use of subcontract labour, and temporary and casual staff;
 - (c) reducing the amount of overtime working in Birkbeck or relevant department for those staff eligible for overtime;
 - (d) redeployment of staff members whose posts are likely to be made redundant, including re-training (see Para 4);
 - (e) inviting applications for early retirement and/or voluntary severance.
2. Where, after due consideration of these other alternatives, the College Secretary (or nominee) considers that the need for redundancies still remains, Birkbeck will give to the relevant trade union representative written details of their proposals.

Where redundancy is likely to involve a group of staff (selecting which staff members will continue in employment and which member is redundant) provisional selection for redundancy will be made by a redundancy panel convened by the College Secretary, comprised of 3 senior members of Birkbeck not from the same department or school as those staff likely to be made redundant. The Director of Personnel (or nominee) will act as the adviser to the panel. The panel will use objective criteria and will seek and consider the views of line managers and trade unions about the criteria before adopting them, subject always to Birkbeck's need to retain specific knowledge and skills. The Panel will report its conclusions in writing to the Master (or nominee), indicating which staff are provisionally selected and the criteria by which they were selected.

3. As far in advance of the proposed termination date as possible the College Secretary or the Director of Personnel will arrange to notify those staff who are likely to be made redundant and their trade union representative that redundancies are proposed and that provisional selection has been made. It

should be emphasised that the selection is provisional only and may be subject to

change. The College Secretary or the Director of Personnel will then enter into consultation on an individual basis as soon as possible with those staff members and their trade representative. In the course of consultation the staff members concerned and their trade union representative will be informed in writing of the basis of their (provisional) selection, [including the criteria used in selection] and invited to make representations to the redundancy panel on the proposed redundancy. The panel will give consideration to these representations and in considering what final recommendations to make, the Panel will take into account representations from the individual staff members concerned and their trade union representative, including any representations about the criteria used in selection and their application. Where the panel deems appropriate, it will amend its recommendations to the Master (or nominee).

STAGE TWO

REDEPLOYMENT

4. Birkbeck will make every effort to redeploy within Birkbeck those staff who are likely to be made redundant. This will include re-training where necessary and possible. All staff members who are likely to be made redundant will be sent information on vacancies in Birkbeck.
5. New posts in relevant areas

From the time that staff members and their trade union are informed that they are likely to be considered for redundancy, posts becoming vacant where the staff members concerned meet the essential criteria or in the opinion of the department concerned and the Personnel department, could do so with a reasonable amount of retraining, will not be externally advertised before the staff members whose posts are potentially redundant are informed of the vacancy and given the opportunity of an interview for the post. The decision on their suitability for the post will rest with the interview panel, at its discretion.
6. Current advertisements

Those staff members who are likely to be made redundant and who are interested in being considered for a currently advertised vacancy should apply for it and notify the Personnel department of their application. Those employees who meet the essential criteria for a vacant post in Birkbeck, or in the opinion of the department concerned and the Personnel department, could do so with a reasonable amount of retraining, will be shortlisted for the post and offered an interview. The decision on their suitability for the post will rest with the interview panel, at its discretion.
7. Where alternative posts are offered to staff members whose posts have been made redundant conditions which will apply will be in accordance with the standard terms for the job in question, except that for the first 12 months of employment in the new post, the staff member will continue to receive the same salary [pro rata] (if higher than that of the new post) that he or she had in their previous post. Thereafter the salary will be at the level set for their new post.
8. Redeployed staff who accept alternative employment with Birkbeck will be entitled to a trial period of one month (up to and including one month the staff member is

entitled in law to end their employment, if he or she wishes) without the loss of his or her redundancy pay entitlement. Should the staff member terminate his or her employment during the trial period, the staff member will still be treated as redundant and the right of redundancy pay will be preserved.

STAGE THREE

DISMISSAL

9. A notice of dismissal may be issued only after the Master (or nominee) has approved the recommendations of the redundancy panel, which has demonstrated that it has not been possible to redeploy the staff member. Governors will be informed of the notice.
10. Where the Master (or nominee) has approved a staff member's selection for redundancy, those staff selected for redundancy will be given notice of termination in accordance with his or her contractual entitlements, or not less than 3 calendar months, whichever is the longer period.
11. Staff members who are made redundant will receive double their average week's pay (including any overtime payments and allowances normally received), multiplied by the number of their years' (including the relevant fraction for part of a year) of service at Birkbeck. * All staff members who receive redundancy payments will be given a written notification of the way in which their redundancy pay has been calculated.
12. Subject to Birkbeck's operational needs, staff members will be given permission to take time off from work during their notice period to look for work or seek retraining opportunities in accordance with current legislation. Requests for time off should be made in the first instance to the Head of School (for those staff in academic areas) or to the Administrative Section Head (for those staff working in central administrative areas).
13. Birkbeck will also endeavour to assist staff for whom alternative work cannot be found in Birkbeck to find other employment outside Birkbeck. Their attention will be drawn to the University of London job bulletin, "Opportunities". Individual counselling with staff in the Personnel department, provision of resources, e.g. word-processing facilities, stationery, etc. pension arrangements will also be made available to staff members.

STAGE FOUR

APPEALS AGAINST NOTICES OF DISMISSAL

14. A member of staff who is given notice of dismissal due to redundancy has the right of appeal against the decision. Notification of an appeal must be lodged with the College Secretary, within two weeks of the written notice of dismissal which will be sent first class recorded delivery as well as to the staff member's

department. An appeal panel will be convened by Birkbeck Secretary (or nominee) not earlier than four weeks after receipt of the notification of the appeal,

composed of a Chairman, appointed by the Chairman of Governors, two senior members of Birkbeck not from the same department or school and two Birkbeck trade union Representatives recognised for negotiating purposes for the member(s) of staff in question. Wherever possible the appeal panel will meet and reach a decision during the staff member's period of notice. The findings of the appeal panel will be reported to the Governors.

15. None of the above is intended to limit the statutory rights of staff members under current legislation or under Birkbeck Charter and Statutes.

* This figure is higher than statutory redundancy pay, which is calculated as a week's normal pay for staff under 41, or a week and a half's normal pay for staff over 41, subject to a maximum amount.

[Approved by Governors
in July 1997]

APPENDIX 12.

Birkbeck College Computing Regulations

1. Scope of Regulations

These regulations apply to any user (including all members of the College) using any computing facility of the College (including computers, communication networks, software, and all computer-based information systems) for any purpose (including teaching, research and administration). The regulations also apply to any user accessing the computing facilities of another institution using College facilities or by means of their own equipment.

The computing facilities provided by the College include: those run by the Central Computing Services (CCS) which may be used for academic research, teaching and administration by any member of the College; departmental computing facilities whose use is usually restricted by departments to their own staff and students; and computing facilities run by the Library and administrative sections of the College which are not normally available for general use, except in the case of specific services.

These regulations apply subject to and in addition to the following laws: Data Protection Act 1998, Copyright, Designs & Patents Act 1988, and the Computer Misuse Act 1990. All users are also expected to be familiar with the JANET Acceptable Use Policy, the CHEST Code of Conduct for the Use of Computer Software and Datasets, and the College Code of Practice (and Guidelines for Personal Pages) for using the World Wide Web. Further information on these is available from CCS.

2. Conditions of Use

- a) The use of College computing facilities is conditional on prior registration with, and granting of access rights by CCS or the relevant department, unless certain facilities are specifically exempted from the need for registration (as may be the case for some departmental facilities). In the case of services provided by CCS, the granting of access rights is normally restricted to current College staff and undergraduate / postgraduate students.
- b) Registration to use computing facilities or the use of computing facilities constitutes acceptance of these regulations.
- c) Authorisation and or access may be withheld, withdrawn, restricted or suspended at any time by CCS or the relevant department in the interests of safety or security, for the purposes of maintaining facilities, in the interests of preventing or investigating possible abuse or misuse, or other infringement of Computing Regulations.
- d) The granting of access rights to most computing facilities will be by the provision of a user identifier and password. Users must not use another user's user reference or password, nor allow any password issued to them to become known to any other person, nor, having logged in, leave computing facilities unattended and potentially usable by some other person.
- e) Users must notify the CCS Reception or the departmental computer representative of any change in their status which may affect their right to use computing facilities.

- f) The use of College computing facilities for commercial gain or for personal purposes is not permitted.
- g) The College will not accept responsibility for charges arising from the unauthorised use of facilities at other locations. Any charges incurred in contravention of this rule will have to be reimbursed by the user.
- h) Users must adhere to the terms and conditions of all licence agreements relating to the use of computing facilities. In particular, users must respect the copyright of all materials and software made available for educational use under the CHEST Code of Conduct for the Use of Computer Software and Datasets.
- i) Users must not use the College computing facilities to hold or process personal data on individuals except in accordance with the provisions of the Data Protection Act 1998.
- j) Users must not modify any software nor incorporate any part of the provided software into their own work without permission from CCS or departmental computer representative.
- k) No equipment or other computing facility may be moved without the prior agreement of CCS or departmental computer representative.
- l) No equipment may be connected in any way into any network or other computing facility of the College without the prior agreement of CCS or departmental computer representative.
- m) Users must take every precaution to avoid damage to equipment caused by smoking, eating or drinking in its vicinity. In particular, smoking, eating or drinking in the College 'workstation rooms' is forbidden.
- n) Users are expected to undertake reasonable care to avoid disrupting the work of other users (e.g. switching off mobile phones in the College 'workstation rooms' and vacating the room promptly when requested to do so for a booked class session).
- o) Consumables including stationery must be used for the purpose for which they are supplied and their consumption should be minimised as far as is reasonably possible.
- p) The user undertakes to pay any charges raised by CCS or departments for the provision of computing facilities.
- q) Users are responsible for ensuring that they are sufficiently familiar with the operation of any equipment they use to make their use of it safe and effective and to avoid interference with the use of it by others.
- r) The College accepts no responsibility for the malfunctioning of any computing facility, loss of data, or the failure of any security mechanism.
- s) Any query or complaint about access or authorisation to use CCS services or facilities shall be referred in the first instance to the CCS Reception. In the case of departmental facilities, the first point of contact shall be the departmental computer representative.
- t) Queries or complaints about the availability of CCS services or facilities shall be referred in the first instance to the CCS Help Desk / Reception.

3 Abuse and Misuse

The College will take a very serious view of behaviour that jeopardises the provision of computing facilities and services, or their security and integrity. In addition to the terms and conditions of use including those relating to copyright and data privacy covered in Section 2, the following examples of computer misuse are specifically forbidden:

- a) Users must not cause any form of damage to the College's computing facilities, nor to any of the accommodation or services associated with them.

- b) Users must not deliberately introduce any virus, worm, Trojan horse or other harmful or nuisance program or file into any computing facility, nor take deliberate action to circumvent any precautions taken or prescribed by the College to prevent this.
- c) Users must not exceed the terms of their registration in the use of computing facilities. In particular they must not connect to any other computing facility without the permission of the designated authority.
- d) Users must not copy, examine, amend or delete the data or data structures of other users without their permission.
- e) Users must not create, store, exchange, display, print or circulate offensive material in any form or medium (including abusive electronic mail and pornographic material).

Users are also warned against the inappropriate use of limited resources for non-academic purposes (e.g. game playing, storing non-academic related work, printing for private purposes, private email or web browsing).

4 Penalties and Sanctions

In the event of any infringement of these regulations the Director of CCS (or designated deputy) or Head of School, as appropriate, may take action as follows:

- a) Withdraw the use of computing facilities or issue a warning for minor offences.
- b) Refer the case to College authorities to be dealt with in accordance with the appropriate disciplinary procedures for students and staff. This could result in suspension of students or dismissal of staff. In the event of a serious infringement the College may also decide to institute legal proceedings under civil or criminal law relating to computer misuse.

Updated July 2001

APPENDIX 13.

Code of Practice for the World Wide Web

(adapted from a report by Andrew Charlesworth for the Advisory Group on Computer Graphics as part of the SIMA (Support Initiative for Multimedia Applications) Report Series entitled: 'A Comprehensive Survey of the Legal Issues Relating to the Development and Use of World Wide Web Technology at Educational Sites' July 1996).

1. Birkbeck has the following Code of Practice and Guidelines with regard to the setting up and use of Webservers and Webpages, which should be read in conjunction with the JANET Acceptable Use Policy and Birkbeck's Computing Regulations.
2. Staff and students may not set up Webservers, or place Webpages on any College Computing equipment, other than that designated by CCS or the Head of School. Web maintainers need to be aware of Birkbeck's Policy on Internet Domain Names. All staff and students wishing to place Webpages on designated College Computing equipment must have read and understood both the Code of Practice and Guidelines for Personal Webpages. All pages should include the name of their author (real name, not just username), and be linked (by means of `<a href="">`) to the hypertext tree that has the staff member's or student's home page at its root.
3. There must be a clear separation between institutional Webpages and personal Webpages. To this end, only official institutional Webpages may use Birkbeck logos or other copyrighted or trademarked College materials, and when users leave the official institutional pages, they should be informed of this fact by a notification and disclaimer. Authors of personal homepages have no authority to designate, represent or hold out such pages as being official institutional College Webpages, to use such pages for official College business, or to use such pages to enter into contracts which purport to bind Birkbeck.
4. Institutional and personal Webpages may not:
 - contain, or be used to distribute, or have direct links to, material which is sexist, racist, homophobic, xenophobic, pornographic, or similarly discriminatory and/or offensive.
 - contain, or be used to distribute, text or images to which a third party holds an intellectual property right, without the express written permission of the rightholder.
 - contain, or be used to distribute, or have direct links to, defamatory material, that is, they may not contain material which falsely states or implies something about an identifiable individual that will result in that individual being held in lower esteem by others as a result.
 - contain, or be used to distribute, or have direct links to, material that could be used in order to breach computer security, or to facilitate unauthorised entry into computer systems.
 - contain, or be used to distribute, or have direct links to, material which is likely to prejudice or seriously impede the course of justice in criminal or civil proceedings.
 - contain personal data (as defined by the Data Protection Act 1998) about third parties, unless their explicit permission has been given and the purpose or purposes for which the data is displayed are properly notified to the Information Commissioner, or the data is covered by a relevant exemption under the Data Protection Act 1998.

- request the submission of personal data from visitors to those Webpages without a clear statement of the use or uses to which the data will be put (including details of any third parties to whom the data may be disclosed), the name of the designated member of staff to whom subject access requests and requests for subsequent amendments should be submitted, a statement of the length of time the data will be retained, and a statement indicating that submission of the data equates to consent for processing of the data being given.

In particular, institutional and personal Webpages may not contain, or be used to distribute, or have direct links to, material which breaches, or is likely to likely to breach: The Obscene Publications Act 1959, The Sex Discrimination Act 1975, The Race Relations Act 1976, The Protection of Children Act 1978, The Contempt of Court Act 1981, The Data Protection Act 1998, The Telecommunications Act 1984, The Public Order Act 1986, The Copyright, Designs and Patents Act 1988, The Computer Misuse Act 1990, and The Trademarks Act 1994.

5. Personal Webpages may not be used for placing and distribution of commercial advertisements.
6. Birkbeck has an internal structure of responsibility for the administration of institutional, departmental and personal Webpages. Complaints and comments should be directed to the CCS Director who will ensure that, they are promptly dealt with by the relevant responsible individuals named below and, if necessary, refer the case to College authorities to be dealt with in accordance with the appropriate disciplinary procedures for students and staff.

The following are responsible for dealing with queries and complaints about their respective areas. They have the authority to remove Webpages within their respective areas of responsibility which infringe, or may infringe, Birkbeck Code of Practice, or College Computing Regulations:

College Web Editor
CCS Systems Manager - CCS web servers
CCS Webmaster - CCS web servers
Heads of Schools – School web servers

7. The above sections notwithstanding, Birkbeck does not exercise direct editorial control over personal Webpages, and accepts no liability for material contained in them, or links which are made from them to other material either at, or outside, Birkbeck. However, in the event of a complaint, Birkbeck will act to ensure that the material or link in question is removed, as soon as practically possible, until the complaint is either substantiated or dismissed.
8. Failure to observe this code of practice by either students or staff will be considered a serious matter by Birkbeck. Where College regulations are breached Birkbeck will invoke the appropriate disciplinary procedures. For students this could involve suspension of access to computing facilities or, in extreme cases, termination of their studies. Breaches of the criminal or civil law are beyond the

remit of Birkbeck, but where criminal offences have been committed, Birkbeck will report these to the authorities. If the Crown Prosecution Service decides upon a

criminal prosecution this will be a matter for the department or individual concerned.
Similar considerations apply to any civil law cases.

September 2000

August 2001

APPENDIX 14.

GUIDELINES FOR USERS OF DISPLAY SCREEN EQUIPMENT

Please read through the guidance below. Also, take the time (20 mins.) to work through the interactive safety training package available at this URL on the Internet and via the Safety Office web pages: www.learninglink.bbk.ac.uk/learnlnk/itcat.htm (takes only 20 mins.)

1. Adjust the backrest of your chair to support your lower back, and sit well back in the chair.
2. Adjust the seat height until your forearms are horizontal and wrists straight while using the keyboard. Do not rest your wrists on the edge of the keyboard or desk or bend your hands up at the wrist. Keep a soft touch on the keys and do not overstretch your fingers.
3. When you have the seat height right, if your feet do not rest comfortably on the floor use a footrest.
4. The screen should be approximately at arm's length. Adjust the height of the screen to suit yourself. If you need to look at the keyboard the screen should be lowered to avoid repeated neck movement. Adjust the angle of the screen to suit your sitting height.
5. Do not lean over to read documents. Use a document holder, and place it beside the screen at the same distance, height and angle as the screen.
6. Reflections from windows or lights on the screen. Sit sideways to windows, and use a blind to cut out unwanted light.
7. Adjust the brightness to suit the lighting conditions in the room. If there is flicker or any other deterioration of the image on the screen, this should be put right. Keep the screen clean.
8. Sitting in the same position for long periods is undesirable, so break the work up with other activities which do not involve similar movements of the arms and wrists, and which preferably involve some walking about. Aim to spend five to ten minutes out of every hour doing something else. Do not work continuously at your display screen for periods of longer than an hour without a break.
9. If your eyesight is good or is satisfactorily corrected by spectacles or contact lenses, you should have no difficulty using a display screen. If you wear bifocals you may find that you need a separate pair of spectacles to work at the display screen comfortably. (Most wearers of reading glasses find that their reading prescription is suitable for display screen work). If you are quite sure that your work station is satisfactory and yet you get headaches or "eyestrain", or if you cannot achieve a layout that is comfortable, you should consider visual problems. It would then be appropriate for you to have your eyesight tested.

If you are an employee of Birkbeck, and using a display screen forms a substantial part of your work, you may be entitled to an eye test provided by Birkbeck. Contact Tom McCartney, Health & Safety Officer, for further information.

10. Noisy printers should be fitted with a hood or put in an un-occupied room.
11. If you experience symptoms which you think are related to your display screen work you should report this both to your computer representative and the Personnel Officer.
12. The Health and Safety Executive advise that VDU's or computers do not constitute any risk to users who are pregnant or to their unborn child. Nevertheless, some staff may still have concerns about this area and they should contact the Personnel department for further advice. In exceptional circumstances, and where practicable, the member of staff will be given alternative duties or alternative methods of work.

[May 2000]

Appendix 15.

GUIDELINES ON SECURITY & INSURANCE

Your attention is drawn to these guidelines which are designed to protect you and your property as well as Birkbeck. *Please read them carefully and follow the procedures set out.*

SECURITY RISKS

Each year, following advice from the Police (the Crime Prevention Officers) and professional Risk Assessment surveyors, we may install additional security equipment and introduce further security procedures. Additional improvements are being made this year. The police advice remains that given our location in central London and the continuing increase in theft, individuals need to take greater precautions.

ROUTINE PROCEDURES

Please observe the following rules:

- Always lock rooms where there is College or personal property when they are unoccupied;
 - Never leave valuables unattended. For example, do not leave a handbag or jacket with a wallet in an empty room;
- Portable computing equipment should be kept in a secure location, eg locked drawer, when not in use;
- Never leave cash in offices, even if it is in locked cabinets in locked rooms. Cash should always be taken to the Cashier in the Finance Office;
 - Always put material of a confidential or sensitive nature in locked cabinets;
 - Never leave keys, particularly if labelled, in offices. It is common for thieves to break open drawers and cabinets and labelled keys help them to carry out further thefts. Keys may be left with the attendant staff;
 - Shut all windows, secure window locks and lock all doors when you leave at night.
 - Carry your staff card with you and be prepared to show it at any time to College attendants, security staff or other College officers.
 - Mark all equipment. The Duty Attendant has ultra-violet pens which may be borrowed. Alternatively mark equipment, such as personal computers, very distinctively, eg Tippex. Central Computing Services can advise on devices to secure PCs so that they are more difficult to remove.
 - Ensure that critical data on computers is regularly backed up, and stored off-site where applicable.
 - If visitors or sales representatives arrange to visit you, please ensure that they report first to the Duty Attendant, where they will be given a visitor's pass.

INSURANCE

College insurance does *NOT* cover theft of personal property. Most policies carry an excess, and this excess is borne by the Faculty, School or Department concerned.

PROCEDURES TO FOLLOW IN THE EVENT OF A SECURITY INCIDENT

Suspicious persons/parcels

If you see someone of whom you are doubtful, ask who is being visited - unless you have reason for concern about your own or another's personal safety. Merely questioning (potential) thieves will warn some off. Contractors, sales representatives and visitors who report to the Duty Attendant will be issued with a pass and must display it at all times.

If you do not challenge a visitor but are concerned, contact the Duty Attendant to alert him to the presence of a suspicious visitor; in an emergency, dial **555**.

Parcels should never be left in corridors or reception areas. If you see a package which you think is suspicious, inform the Duty Attendant.

Emergency procedure

If someone is observed stealing or harassing in any way another person, you should follow the emergency procedure:

- dial **555** (which rings in the Duty Attendant's box).
- explain the problem, state clearly where you are.

One attendant will then contact the police while another will come to investigate, if possible with a colleague.

Security incidents

All incidents must be reported immediately to the appropriate security attendant, however small the loss or damage of College or personal property. An incident report should be completed within 24 hours and returned to the Facilities Manager or Support Services Officer.

SUGGESTIONS

If you have any ideas as to how security could be improved in your department or building, please put them in writing to the Director of Estates and Facilities.

REFERENCE TELEPHONE NUMBERS

Duty Attendant:	Malet Street	ext 6031
Duty Attendant:	Gordon Square	ext 6111
Duty Attendant:	Gresse Street	ext 6496
Duty Attendant	Clore Building	ext 6037
Duty Attendant:	30 Russell Square	ext 6035

FOR EMERGENCIES ONLY:**ext 555**

Brian Roberts, September 2000

Appendix 16.

POLICY ON ISSUING STAFF IDENTITY CARDS.

1. Birkbeck staff Identity (ID) cards are issued only to:
 - (i) current staff whose contracts of employment are issued by the Personnel Department (except casual staff); or
 - (ii) Visiting/Honorary academic staff.

Birkbeck ID cards are not normally issued to Sessional Lecturers, but they may be issued with a library card on production of a current contract of employment.

If, however, Sessional Lecturers work in areas which are maintained by other neighbouring College and security staff require proof of identity (e.g. UCL/Senate House), the Photo Unit will issue them with a card (see para 6).

2. Staff needing an ID card need to telephone the Photo Unit (ext 6530) to arrange a Friday a.m. appointment (between 9.30 to 12.00). Photo Unit staff to note the staff member's name during the telephone call and to check that he or she is on the database record. If not, the Photo Unit staff need to contact Personnel to find out why. Staff are asked to bring their home post-code when they visit the Unit, as proof of identity.

There is no need for staff to visit Personnel first to collect a pro-forma card, as was the case previously.

3. Staff in the Photo Unit will issue the ID card. Cards are colour-coded:

Red - Permanent staff
 Green - fixed term staff
 Blue – visiting/honorary/Sessional Lecturers staff

4. Staff on fixed-term contracts will have the expiry date printed on their card. If their contract is extended, they will need to arrange an appointment with the Photo Unit to be issued with a new card including the new expiry date.
5. On being issued with a Birkbeck ID card, staff wishing to use the Library will need to visit the Library's Reception Desk to have the card registered.
- * Staff who do not have a current BirkbeckID card will not be able to use the Birkbeck Library.

6. If honorary/visiting staff or Sessional Lecturers require an ID card, they should bring a letter from their School requesting this along with them when they visit the Photo Unit.
7. If an ID card is lost, the staff member should notify the Estate and Facilities Help Desk (tel 2001), who will notify the Photo Unit and the Library. The Photo Unit will then send a replacement card to the Estates Help Desk, for collection by the staff member.

Mike Moore, Director of Personnel
30 June 2001

Appendix 17.

PUBLIC INTEREST DISCLOSURE ('WHISTLEBLOWING'): POLICY

Introduction

Birkbeck is committed to the highest standards of openness, probity and accountability. It seeks to conduct its affairs in a responsible manner, taking into account the requirements of the funding bodies.

The Public Interest Disclosure Act, which will come into effect on 1 January 1999, gives legal protection to employees against being dismissed or penalised by their employers as a result of publicly disclosing certain serious concerns. To quote the Act, the legislation relates to "any disclosure of information which, in the reasonable belief of the worker making the disclosure, tends to show one or more of the following-

- (a) that a criminal offence has been committed, is being committed or is likely to be committed,
- (b) that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject,
- (c) that a miscarriage of justice has occurred, is occurring or is likely to occur,
- (d) that the health or safety of any individual has been, is being or is likely to be endangered,
- (e) that the environment has been, is being or is likely to be damaged, or
- (f) that information tending to show any matter falling within any one of the preceding paragraphs has been, is being or is likely to be deliberately concealed."

It is an implied condition of service that an employee will faithfully serve his or her employer and not disclose confidential information about the employer's affairs. However, where an individual discovers information which he or she believes shows malpractice/wrong doing within the organisation, then this information should be disclosed without fear of reprisal and the disclosure may be made independently of line management. In such circumstances Birkbeck will take every reasonable step to protect that individual from suffering any detriment.

It should be emphasised that the policy is intended to assist individuals who believe they have discovered malpractice or impropriety. It is not designed to question strategic, academic or financial decisions taken by Birkbeck; nor may it be used to reconsider any matters which have already been the subject of a formal harassment, grievance or disciplinary procedure. This will not, however, preclude the admission of evidence which has previously been submitted under that procedure. While it is reasonable to expect that College members will use these procedures, nothing in the Policy shall limit the statutory or legal rights of a member of Birkbeck under the current legislation or to seek advice from a trade union.

Application of the Policy

The Policy applies to all members of Birkbeck, i.e. staff, students and governors, even though the latter two groups are not protected by the Act.

The Policy applies to situations where there are allegations of malpractice made about an individual or individuals in relation to their work for Birkbeck, whether they are made by or about a member of staff, a governor, a student or someone who provides or has provided goods and services to Birkbeck. The term 'malpractice' might include:

- financial malpractice or impropriety or fraud;
- failure to comply with a legal obligation or Birkbeck's Charter and statutes;
- dangers to health and safety or the environment;
- criminal activity;
- academic malpractice;
- improper conduct or unethical behaviour;
- attempts to conceal any of the above.

Confidentiality and good faith

Birkbeck will treat all such allegations in a confidential and sensitive manner, as far as practicable. The identity of the individual making the allegation will be kept confidential by Birkbeck except where it is no longer possible to do so because of procedural or legal. However reasons or where disclosure is agreed by the complainant. However the individual making the allegation may be required to provide a statement or act as a witness in any investigation.

If an individual makes an allegation in good faith, which is not confirmed by subsequent investigation, no action will be taken against that individual. If, however, in the opinion of the designated person (see Stage 2 of the Procedures below for the definition of a designated person) an individual makes malicious or vexatious allegations, and particularly if he or she persists in making them, disciplinary action or other sanctions may be taken against the individual concerned.

This Policy encourages individuals to put their names to any allegations they make. Anonymous allegations are much less powerful and more difficult to investigate, but they will be considered at the discretion of the designated person.

In exercising this discretion, the factors that will be taken into account include:

- the seriousness of the issue(s) raised;
- the nature of the allegation;
- the likelihood of confirming the allegation from alternative credible sources or the nature of the supporting evidence.

Procedures

1. If someone believes that there is evidence of such behaviour he or she should raise the allegation first with the Secretary and Clerk to the Governors as soon as possible, perhaps if he or she wishes, via a College trade union representative. If the allegation concerns the College Secretary, the matter should instead be raised with the Master. If the allegation concerns the College Secretary and the Master, the individual should raise it with the Deputy Chairman of Governors or, in the case of possible financial malpractice, with the Chairman of the Audit Committee.
2. Having received the allegation the College Secretary, Master, Deputy Chairman of Governors or the Chairman of the Audit Committee (henceforth termed the designated person) will consider the information made available to him/her and decide if there is a prima facie case to answer. In doing so he or she will decide whether an investigation should be conducted and if so what form it should take. Depending on the nature of the matter raised it may be:
 - investigated internally in Birkbeck;
 - referred to the Police;
 - form the subject of an independent inquiry.
3. If the designated person decides that an internal investigation needs to be conducted to establish all the relevant facts, he or she will ask a senior officer of Birkbeck (or if necessary two senior officers) to conduct the investigation and to report back their findings. The investigation will be conducted as sensitively and speedily as possible.
4. Having considered the report based on the investigation and having taken the advice of the investigating officer(s) into account, the designated person will decide if there is a case to answer and what procedures to follow. The internal procedures which may be followed include disciplinary action or might form the basis of a special investigation.

In some instances it may be necessary to refer the matter to an external authority or organisation for further investigation.

5. The designated person will inform the individual making the allegation what action, if any, is to be taken. If no action is to be taken the individual concerned will be informed of the reason for this or if the individual making the allegation believes the action taken is inadequate he or she will be allowed the opportunity to remake the allegation to another appropriate person, if he or she wishes. For example, if the initial allegation was made to the College Secretary, the matter could be referred to the Master. If the initial allegation was made to the Master, the matter could be referred to the Deputy Chairman of Governors or the Chairman of the Audit Committee. If the initial allegation was made to the

Chairman of the Audit Committee, the matter could be referred to the Deputy Chairman of Governors and vice versa. In all these circumstances, the latter person will decide on an appropriate course of action based on the information available to him or her.

Where an allegation is made the person or persons against whom the allegation is made will be told of it, the evidence supporting it and will be allowed to respond before any investigation, or further action, is concluded.

6. A report of all allegations and of any subsequent actions taken will be made by the designated person who will retain such reports for a period of three years, as a formal record and for reference purposes.

[Approved by
Governors in
December 1998]

Appendix 18.

EXTRACT FROM BIRKBECK'S FINANCIAL REGULATIONS

12. RESEARCH GRANTS AND CONTRACTS AND OTHER SERVICES

12.1 Introduction

These guidelines set out the procedures which have been approved by the College and are for the use of all academic, research and appropriate administrative staff. Their purpose is to encourage and support research by ensuring that the administrative aspects are dealt with as efficiently as possible and necessary costs are recovered. The procedures apply to all research and consultancies carried out in the College which is supported in full or in part by an external agency. All formal applications for research grants, or formal tenders for research grants are covered.

Research Grants and Contracts and other related projects where external funding is sought must be applied for, negotiated, accepted and administered by the College as a corporate body. Preliminary discussions with prospective sponsors cannot commit the College.

12.2 Applications/Tenders

12.2.1 Authorization

Each application/tender needs to be seen and approved by:

- a) The **Dean of Faculty**. It is important that the Deans of Faculties is informed of the extent of research in which Faculty staff are engaged. He/she needs to know of any accommodation implications and in signing the application, he/she is agreeing that the research can be undertaken within the accommodation currently occupied by the Faculty. If it cannot, there will need to be a separate request for additional accommodation.
- b) The **Research Grants Officer**. Staff are advised to contact the Research Grants & Contracts Office at an early stage for assistance in preparing and completing all financial details, including staff costings, and overheads. The application/tender is then authorized by the Research Grants Officer, or, where relevant, Research Support Officer.
- c) The **College Secretary**. All contracts with external organizations are made between the College and the external organization: the College Secretary has delegated authority to act for the College. In the absence of the College Secretary, the Director of Finance has authority to act. Applications/tenders must be authorized by the Dean of Faculty and Research Grants Officer before submission to the College Secretary.

The **Head of School** should be *consulted* about any resource implications of the application/tender.

For each of the three authorization stages, at least three clear working days are required.

12.2.2 The '**Green Card**', which is the action checklist and authorization document, must accompany each research application or tender. These cards can be obtained from the Research Grants & Contracts Office, College Secretary or Faculty offices.

12.2.3 Staff are advised to contact the Research Grants & Contracts Office at an early stage to obtain or check costings and to ascertain allowable costs for inclusion. All financial details including staff costings, overheads and liability for VAT need to be prepared in conjunction with and agreed by that Office. For current staff rates see Section H8.1.

12.2.4 Overheads represent the indirect costs associated with the research, both for premises (accommodation, energy, telephone etc.) and for administration (staff time and central services). The true cost of these is between 100%-120% on staff costs.

- a) Research Councils and UK charities
They currently pay 46% of the staff costs on the project and do not contribute towards the cost of established academic staff as investigators. Most of the major charities will not pay any contribution towards overheads nor pay towards the cost of academic staff as investigators. Some smaller charities will pay a nominal contribution. The Research Grants & Contracts Office should be consulted.
- b) European grants
Grants from the EC under the scientific framework programmes generally carry 20% overheads calculated on all costs where the Additional Costs model is used. The College uses this model. Other programmes may have different rules.
- c) Other cases
The College policy is to obtain 100% overheads on staff costs or 40% overheads on all costs whichever is the greater. However, the position is often negotiated in the light of other contributions by the parties, ownership of intellectual property rights (IPR, see Section G14.3), and other considerations. In general, no overheads contribution should fall below 50% on staff costs, or 20% on all costs, whichever is the greater. The cost of all academic and other College staff time should be included. The Research Grants & Contracts Office should be consulted in all cases.

12.2.5 Joint projects

Where an application is being prepared in conjunction with another institution, the costs relating to the College must be clearly identified and agreed with the Research Grants & Contracts Officer. It is important to negotiate at this early stage where staff would be employed and how the overall budget would be shared. All the other procedures described in these guidelines should be

followed, even if the grant would be administered by the other institution and the application is being prepared by them.

12.2.6 Completed applications/tenders

The completed application/tender will have been authorized according to the 'Green Card' procedure. Where an application form requires a signature of a College representative, this will normally be the College Secretary, or in his/her absence, the Director of Finance. One copy of the authorized application/tender must be provided to the Research Grants & Contracts Office and entered on their database.

12.3 Outcome of Applications and Acceptance of Contracts

12.3.1 When notification of an award is direct to the research applicant, this information should be copied immediately to the Research Grants Office, where the award is checked against the original application. If there are any variations in terms from those set out in the application, for example total grant, or start date, they will be discussed with the applicant before the award or grant is accepted. Conditions attached to the award need careful study; for example there may be restrictions on virement between different budget heads.

12.3.2 Commitments may not be made against funds provided under a research grant or contract before the offer has been formally accepted. Expenditure on a research grant or contract in excess of the sum specified is not permitted. Expenditure must be related only to items approved in the research grant or contract budget.

12.3.3 The award is then accepted by the College Secretary, and announced within the College to the Master (for large awards), Faculty Head, Director of Personnel (if appropriate), and the Director of External Relations.

12.3.4 Details of the outcome of the application are entered on the database in the Research Grants & Contracts Office.

12.3.5 The Research Grants Office should also be informed of unsuccessful applications/tenders.

12.4 Administration of the Grant/Contract

12.4.1 Contract acceptance

All contracts with external organizations are made between the College and the external organization and must be signed on behalf of the College by the College Secretary or, in his/her absence, by the Director of Finance.

12.4.2 Contract conditions

The conditions set down in any contract must be acceptable to the College. In some cases the draft contract may have been seen at the application stage, in others the conditions form part of the contract to be signed. A full scrutiny of the conditions is made by the Research Grants & Contracts Officer or authorised deputy, before being passed for signature to the College Secretary. At this stage negotiations about individual clauses may be necessary before the contract can be accepted. An area of common concern is ownership of intellectual property and publication rights, and staffs are advised to discuss these at an early stage with the Research Grants Officer.

12.4.3 Staff appointments

Requests for staff appointments funded by the grant should be made to the Personnel Department by the principal investigator. The Personnel Department requires confirmation from the Research Grants Officer or Research Support Officer that the funds are adequate for the appointment requested. Some funders require to see the curriculum vitae of an appointee before the post is confirmed, or to approve departures from the original planned appointments. Research Grants & Contracts Office will advise.

12.4.4 Financial administration

A separately identifiable account is opened for each funded research project. The Research Grants & Contracts Office administers the grant funds and maintains the project account according to the funder's requirements. Claims/invoices to the funder are authorized by the Research Grants & Contracts Office. The principal investigator, or authorized deputy, is responsible for authorizing expenditure from project funds and monitoring expenditure on a day to day basis. Monthly expenditure details are given to the Principal Investigator by the Finance Department and quarterly summary accounts by the Research Grants & Contracts Office.

The administration of grant funds is dealt with by the Research Grants & Contracts Office. Any proposed changes from the contract agreement discussed between the researcher and external organization, must be notified to the Research Grants Office.

12.5 Completion of Project

12.5.1 It is the responsibility of the researcher concerned to submit completed reports on time. At the end of a grant or contract, every effort should be made to have the financial transactions completed and processed as soon as possible. Any financial penalties incurred by late submission must be borne by the researcher's school. Unless previously agreed, any final overspend on the grant must be met by the researcher's school.

12.5.2 A copy of the final report must be sent to the Research Grants & Contracts Office for audit purposes.

12.6 Internal Allocation of Indirect Costs (Overheads)

12.6.1 As agreed by the Academic Board Executive Committee (26.5.1998) the following distribution of overheads and other costs recovered will be made:

- a) Centrally funded support staff costs
100% of centrally funded support staff costs included on Research Council or on non-Research Council funded projects is returned to departments.
- b) Centrally funded academic staff costs
Where the minimum target of 50% overheads on staff costs or 20% on all costs has been met, costs included for centrally funded academic staff are returned to the school. Where the target has not been met, the difference will be deducted from the academic staff costs included, and any balance returned to the school.
- c) Indirect costs
10% of the amount of any indirect costs (overheads) recovered in a research grant will be returned to the school regardless of the source of funds.
- d) UK Charities
The majority of UK charities will not contribute towards academic staff costs or indirect costs, but are valuable and sought after sources of funding. In recognition of this, and because the HEFCE block grant contains a small monetary recognition of the level of charitable funding, a small amount - 1% of total project funding - will be returned to schools in lieu of overheads.

12.7 Consultancy and Research

12.7.1 The formal definition of consultancy is 'the provision of professional advice', whereas research is 'an original investigation undertaken to obtain knowledge or understanding'. Occasionally, the classification of the nature of the work to be undertaken may be difficult, and in such cases, staff should seek the advice of the Research Grants Officer.

12.7.2 There are clear practical differences between research and consultancy:

- research may be included for external Research Assessment purposes, consultancy may not.
- contract research involves no Value Added Tax (VAT) liability unless supplied to a commercial organization, whereas VAT is always charged on consultancies.
- contract research projects will include overhead recovery rates as quoted in par. G12.2.4 above, which will be allocated as set out in G12.6. No payments are made to the individual. In contrast, consultancies are fully costed (see Section G13.1 for currently recommended daily consultancy rates). The College retains a

proportion (normally 25%) of the fee, and the remainder, once all direct costs have been paid, may be paid directly to the consultant or allocated to a special College account code for use, for example, in further research activities.

12.7.3 For details of College policy concerning Consultancy, see the Code of Practice Governing Academic Services, Consultancies, Copyright and the Exploitation of Inventions, Section G14.4

13. PRICING CONTRACTS - RECOMMENDED DAILY CONSULTANCY RATES

13.1 Set out below is a schedule of daily consultancy costs for various categories of academic staff which should be used when costing contract research or consultancies where the time of academic staff or research staff already employed by the College is involved.

Staff Category	Daily Cost (including overheads) £
Clerical 4 top	195
Technician E top	227
ALC 2 mid	269
RA1A spine 6	230
Lecturer A top	280
Lecturer B top	368
Senior Lect/Reader top	434
Professor average	467

(Price base Apr 2000)

The daily cost has been calculated on the assumption that a person has 220 working days per annum. Therefore the daily cost is the annual salary, including on-costs (superannuation and National Insurance contributions), divided by 220.

The above costs also include institutional overheads/indirect costs. However, it is recognised that in competitive tendering for contracts, the addition of 100% overheads on costs of staff already employed by the College, may make bids uncompetitive.

If you need advice when pricing consultancies, please contact the Research Grants and Contracts Officer, who will also advise on matters of Intellectual Property Rights.

14. ACADEMIC SERVICES, CONSULTANCIES, COPYRIGHT AND THE EXPLOITATION OF INVENTIONS

14.1 This code of practice applies to all work undertaken by members of the College, staff or students. Where the terms of a grant or an appointment, eg of an externally funded student or researcher, are such that ownership of intellectual property rights, IPR, is deemed to rest elsewhere it will be explicitly stated in the member of staff's contract of employment or formal letter to the student, or in the agreement covering the research.

14.2 Ownership of IPR

14.2.1 The formal position on the ownership of copyright with regard to staff is set out as follows:

- i) The College will continue to waive its rights to the ownership of copyright in books, articles, lectures or other written work other than that
 - a) specifically commissioned by the College or
 - b) commissioned by outside agencies or
 - c) in which the revenue generated is substantial and can be related in part to the author's connection with the College.
- i) Except as otherwise as agreed in writing, if a member of staff in the course of employment, or a student in the course of studies, produces any original works (including computer software) which may be commercially exploitable, the College shall be entitled to the copyright in such works and shall use its best endeavours to secure royalties. These will be shared as set out in the detailed code of practice.

14.2.2 Under the provisions of the patents Act 1977 inventions by employees in the course of their normal duties belong to the College. The Act sets out the conditions which an invention must satisfy to be patentable, including provisions regarding disclosure (whether by publication or otherwise) which require secrecy of inventions to be protected closely before a patent application is filed, and prescribes the lengthy procedure of patenting an invention. It is for decision by the College in each case whether to share in the exploitation or to assign its interest.

14.2.3 Students are required to comply with the College procedures for notifying any invention, device, material, product or process, computer software or other potentially valuable result which it is considered might have commercial significance, whether patentable or not, developed or invented during the course of students' research or study at the College

and make assignment of rights to the College by signing a Deed of Assignment at the start of their project. Deeds of Assignment must be obtained from the College Secretary's Office, from where further copies of these College procedures, which include details of the sharing of revenue from exploitation, are available.

14.3 Protection and exploitation of IPR

- 14.3.1 It shall be for the member(s) of staff concerned to decide whether any invention or intellectual property has the capacity for exploitation and should so be exploited, or whether it should solely be the subject of academic report. In many cases members of staff will wish to report their findings to their peers including the Dean of Faculty and, if possible, to exploit commercially such findings. The College will, so far as it is able, protect the right of staff to disseminate their findings freely.
- 14.3.2 Any member of staff who creates intellectual property which in his or her opinion is capable of commercial exploitation and should so be exploited shall notify the Head of School and College Secretary at the earliest possible opportunity.
- 14.3.3 Where an invention has potential for commercial exploitation and it is decided to pursue that option, staff shall ensure that confidentiality is maintained. Inadvertent discussion or premature publication may jeopardise an inventor's right and ability to benefit financially from an invention. In discussions with other organisations a note on confidentiality should always be signed.
- 14.3.4 If the College does not wish to be involved in exploitation the inventor shall be free to protect and exploit the intellectual property as he or she wishes, subject to the interests of any third parties. The College will formally assign its rights to the inventor.
- 14.3.5 The College in consultation with the inventor(s) will decide on the action to be taken for the protection and commercial exploitation of all types of intellectual property. This could be an application for patent, assignment of the rights to a third party, the formation of a limited company to exploit the property, or the licensing of another body, eg 3i Research Exploitation or British Technology Group.
- 14.3.6 There is no statutory obligation on an employer to compensate an employee for the use made of intellectual property generated by the employee except in the sole case of patents, where an employee has the right in exceptional circumstances to receive a reward. Otherwise, any compensation is entirely at the employer's discretion.
- 14.3.7 The College view is that there should be a division of revenue received from commercial exploitation of its IPR. Any revenue received by the College therefore as a result of commercial exploitation shall first be used to pay any direct costs incurred by the College in the protection and exploitation of the property. Further income shall then normally be distributed as follows:

Percentage Division of Royalties

£ 000	Inventors	College	School
<50	75	15	10
50+	50	25	25

This division shall be reviewed from time to time.

14.3.8 Where more than one individual is involved in an invention the distribution of their share of the income shall be a matter for them to determine. If there is a failure to agree, the College shall, after taking advice as to an equitable distribution, distribute the royalties as it judges fit.

14.3.9 The sole authorised signatory on behalf of the College on all matters relating to intellectual property shall be the College Secretary except that in cases of urgency and the Secretary's absence this authority may be delegated.

14.4 Consultancies

14.4.1 The contractual position on the undertaking of consultancies or outside paid work is set out in the Handbook for Academic and Academic Related Staff in section 17.

- a) Members of staff are encouraged to undertake those paid extra-curricular or outside activities normally associated with holders of academic posts in universities, eg external examining, reviewing books, editorial work, exhibitions, advising on and refereeing publications, providing articles, broadcasts and lectures, providing that in sum these activities do not adversely affect the proper performance of their College duties. For these the permission of the College is not required.
- b) The permission of the Master, which may in practice be delegated to the Dean of Faculty, is required for
 - i) any teaching, other than occasional special lectures, during term for anybody except the College;
 - ii) any standing, regular or frequent commitment to do paid work for anybody other than the College, except work referred to in (i) above;
 - iii) the sale, or provision, of goods and services to an outside body.

14.4.2 Staff, when deciding whether to undertake consultancy work, should consider whether the work will be of benefit to their academic career and the reputation of their department and the College. In some cases, consultancy work can be valuable and lead to further research

opportunities. The Master and Dean of Faculty will consider the implications for the College, school and individual when their permission is requested by staff.

- 14.4.3 It is the responsibility of the member of staff undertaking outside work to inform the outside person or organization that the work is done in a personal capacity and that the College does not accept any responsibility (including liability for negligence in respect of the work to be performed). Neither the College name nor address may be used on any letterhead or similar document when a private consultancy is undertaken. Staff wishing to undertake such services should note that all agreements should be covered by professional indemnity insurance and may be liable for VAT. All fees should of course be declared for income tax purposes.
- 14.4.4 If the work undertaken involves the use of accommodation or facilities, e.g. telephones, postage or equipment belonging to the College, the member of staff is required to arrange with the Finance Department for these costs to be appropriately charged and the College reimbursed.
- 14.4.5 Staff are encouraged to offer academic services on behalf of the College rather than on a private basis. In these cases the contract will be signed by the College Secretary. The College will pay a fee to the member of staff involved, provide insurance cover and allow specified use of College facilities. The charge to the customer will include the fee, the cost of facilities/equipment, a school and College charge and, if applicable, VAT. The fee payable to the staff member may be waived by that individual and school funds credited instead. The costing of the consultancy should be discussed and agreed with the Research Grants & Contracts Office and the 'Green Card' procedure should be followed. See Section G12.2.2.
- 14.4.6 Where goods or services are provided to outside bodies by individual members of staff or schools within the College, the College will normally retain 25% of the gross income (exclusive of VAT) received. In this context, services will be taken to include conferences which at present fall outside the definition of short courses.
- 14.4.7 Academic staff will be expected to limit outside paid work to the equivalent of a maximum of 30 days per annum during term-time.

Appendix 19

Birkbeck Library Rules

These rules will help the Library to function efficiently and ensure that it is a safe and pleasant place in which to study. All Library users are required to abide by the Library rules and Birkbeck's Computing Regulations and the CHEST Code of Conduct for the Use of Software or Datasets. Failure to adhere to the Library Rules may result in the suspension of borrowing rights at Birkbeck and at other libraries with whom Birkbeck Library has reciprocal agreements.

1. Membership

1.1 The Library's principal aim is to supply the study needs of Birkbeck staff and students. Others wishing to use the Library should refer to the Library's Admissions Policy (which is displayed outside the Library, and on the Library Home Page) to determine whether or not they are permitted to use the Library. Priority of access to Library services will be given to members of Birkbeck College.

1.2 A valid College ID/Library card must be produced each time a user wishes to use the Library.

1.3 Birkbeck students must report lost or stolen cards to the Registry immediately. A charge will be made for the replacement card.

1.4 College ID/Library cards are not transferable.

1.5 Birkbeck students must notify changes in personal details to the Registry.

2. Borrowing Library Materials

2.1 Items may not be borrowed during the five minutes before closing time.

2.2 Users who activate the security system are liable to be checked. Users are reminded that the unauthorised removal of any item from the Library will be considered to be theft.

2.3 Users are liable for all items issued on their card.

2.4 Users are responsible for returning items to the Library on or before the last date stamped on the date due label.

3. Loss and Damage of Library Materials

3.1 Users must not damage or deface items.

3.2 Users will be charged for the cost of replacement plus an administration charge for lost or damaged items. This is non-refundable.

3.3 All library users must return all loaned items and clear all outstanding debts before leaving Birkbeck. Students who leave Birkbeck with library materials on loan or other library debts are liable to have their degree or diploma certificate withheld.

4. Behaviour

4.1 Eating, drinking and smoking are not allowed in the Library. Food and drink taken into the Library may be confiscated.

4.2 The Library is intended to be a place for quiet study. Users are expected to make as little noise as possible and anyone causing an unreasonable disturbance may be asked to leave. Certain sections of the Library may be designated as laptop-free zones and users are expected to observe complete silence when studying in these areas. Mobile phones, Dictaphones, and personal stereos must not be used in any part of the Library.

4.3 With the exception of guide dogs, animals are not allowed in the Library.

4.4 Members of Birkbeck College may bring a child under 16 years of age into the Library, but must ensure the child does not disturb other users.

2.5 Tutors will be given details of overdue items and the students who have borrowed them and asked to assist with ensuring the items are returned.

2.6 Items returned by post are the user's responsibility until received by the Library.

2.7 Any item may be recalled before the due date if required by another user.

2.8 A visitor's borrowing rights may be suspended at the request of their home institution.

2.9 Libraries with which Birkbeck Library has reciprocal arrangements may be supplied with the names of readers who have had their Birkbeck Library privileges suspended or withdrawn

4.5 Personal property is brought into the Library at the owner's risk. Users should keep all valuable possessions about their person at all times.

4.6 Users must evacuate the building immediately on hearing the fire alarm.

4.7 Users are required to abide by Birkbeck's Computing Regulations. These are printed in Birkbeck's Calendar, displayed in the Libraries and on the web site at http://www.bbk.ac.uk/Policies/Regulations/Computer_Regs.html

4.8 Users must observe the CHEST Code of Conduct for the Use of Software and Datasets at <http://www.chest.ac.uk/conduct.html>

4.9 All users should abide by the current copyright legislation and the terms of the copyright licences held by Birkbeck.

These rules are also printed in Birkbeck's Calendar and displayed on the Library web site at <http://www.bbk.ac.uk/lib/rules.html>

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