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**Professional Service Staff**

**Handbook**

**Revised January 2021**

**Middlesex University Professional Service Staff Handbook**

This handbook sets out the main terms and conditions of all Professional Service staff employed by Middlesex University and its wholly owned subsidiary – MU Services Limited.

It is the intended purpose of the Staff Handbook to act as a single source of information on conditions of service for Professional Service staff, and it should be read in conjunction with the letter of appointment.

The handbook is incorporated into the terms and conditions of all Professional Service staff of the University and MU Services Limited in Grades 1-9. All changes to the Handbook will be subject to consultation and negotiation with UNISON who are the recognised trade union for Professional Service staff within Middlesex University and MU Services Limited.

Any queries which you may have in relation to this Handbook need to be referred to your line manager who may in turn seek advice where necessary from Human Resource Services.

References to staff or employees of the University throughout this Handbook means staff of the University and staff of MU Services Limited, save where it is expressly stated otherwise.

References to the University throughout this Handbook means Middlesex University and MU Services Limited, save where it is expressly stated otherwise.

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# SECTION A - TERMS & CONDITIONS OF EMPLOYMENT

## 1 EMPLOYER

1.1 Staff are appointed to the Middlesex University Higher Education Corporation, or to the University’s wholly owned subsidiary MU Services Limited. The Vice-Chancellor and the Executive team of the University have responsibility for setting a framework for the pay and conditions of staff, details of which are determined in consultation with the recognized trade unions.

 1.2 The application of the conditions of service embodied in this scheme is the general responsibility of the Vice Chancellor of the University. The Director of Human Resources will normally act on the Vice Chancellor's behalf.

## 2 PENSION

2.1 West Yorkshire Pension Fund administers the Local Government Pension Scheme (Defined Benefit Scheme) on behalf of the University for eligible Professional Services staff. Information can be found on the ([West Yorkshire Pension Fund](https://www.wypf.org.uk/)). This scheme is for current Middlesex University staff who opted into the scheme prior to 31 January 2021.

2.2 From 1 February 2021 all new Professional Services staff (with the exception of Associate Lecturers, Graduate Academic Assistants, Senior Graduate Academic Assistants and Technical Tutors) will be employed via the University’s subsidiary Company, MU Services Limited. Staff employed by MU Services Limited will be auto-enrolled into a Middlesex University Defined Contribution Pension scheme which is provided by ([Scottish Widows](https://www.scottishwidows.co.uk/gppae/)). Additional insurance provision is provided by UNUM. More information can be found ([UNUM](https://www.unum.co.uk/employee-assistance-programme)). Eligible MU Services Limited staff can opt out of the scheme at any time, once they become an employee. Any eligible staff who opt out will be automatically re-enrolled into the scheme every 3 years on their enrolment.

2.3 An additional benefit associated to membership of the Middlesex University Defined Contribution scheme, provides eligible members with income protection during sickness absence for those absent over 52 weeks. If you are unable to work, after a period of 52 weeks you may be eligible to receive 50% of your salary subject to terms and conditions being met, as amended from time to time. Further information can be found in here ([UNUM](https://www.unum.co.uk/employee-assistance-programme)).

## 3 TRADE UNION MEMBERSHIP

3.1 The University as your employer supports the system of collective bargaining in every way as a proper way to conduct employment relations and settle any differences and believes in the principle of solving industrial relations problems by discussion and agreement. For practical purposes this can only be conducted by representatives of the employer and of the employees and for this reason it is practice to encourage its employees to belong to a recognized trade union.

 3.2 Staff have the following rights in respect of trade union membership and

 activities:

 (a) the right to be members of such a trade union as they may choose;

 (b) the right not to belong to a trade union;

 (c) the right where they are members of a trade union to take part in the activities at appropriate times and to seek election to office in the union and to hold office in the union.

 **Note:** the above provisions are without prejudice to the provisions of the employment legislation in force from time to time, and any future negotiations on a Union Membership agreement.

##

## 4 UNISON CONSULTATIVE AND NEGOTIATING COMMITTEE

4.1 The University has established a Consultative and Negotiating Committee in accordance with the Local Recognition Agreementwhich provides the machinery for the consideration of any matters relatingto the conditions of service forProfessional Service staff. Membership of the committee is representative of the University management and the recognized Trade Union.

## 5 APPOINTMENTS

5.1Each member of staff shall be issued with a contract of employment and a job description setting out the main responsibilities of their role within one month of joining.

5.2 So far as they shall respectively be in force from time to time, the following documents shall apply to the employment of each member of staff.

(a) the [Articles of Government](https://www.intra.mdx.ac.uk/_media/_intranet/document-library/a/Articles-of-Government.pdf) of Middlesex University Higher Education Corporation.

(b) The [Financial Regulations](https://www.intra.mdx.ac.uk/_media/_intranet/document-library/f/Financial-Regulations-2015-approved-BoG-March-2015.pdf) of the Middlesex University Higher Education Corporation so far as relevant and not inconsistent with these conditions.

(c) All relevant legislation

5.3The hiring of temporary and/or agency staff are exceptions for particular purposes and are used only where there are transparent, necessary and objective reasons for doing so.

 5.4 Fixed term (temporary) staff are managed according to our [Managing Fixed Term Contracts](https://www.intra.mdx.ac.uk/_media/_intranet/document-library/h/ManagingFTCMay17.pdf) guidelines and have the same terms and conditions as permanent employees as laid out in this handbook.

 5.5 Agency Staff are entitled to the same “facilities and amenities” (such as child care, sports facilities, canteens, prayer rooms, showers, etc.) as any University or MU Services Limited staff. **From the start of the 13th week of the assignment agency staff are** entitled to the same basic working and employment conditions (such as pay and annual leave) as other staff. The worker is excluded from pension rights, season ticket loans, sick pay, maternity pay, etc. (though they are entitled to attend ante-natal appointments).

## 6 SALARY SCALES AND PAYMENT

**6.1 Salary Scales**

 Current [salary scales](https://www.intra.mdx.ac.uk/_media/_intranet/document-library/a/Aug2018salaryscales.pdf) are available on the staff intranet.

 **6.2 Payment of Salary**

6.2.1 Salary shall be payable in monthly installments via the Banks Automatic Credit System (BACS).

6.2.2 All staff are paid monthly on the 28th of the month or the last working day before.

6.2.3 The rate of pay shall be that commensurate with the grade of work undertaken as determined by our HERA job evaluation system and the individual's position on the incremental salary scale.

 6.2.4 The salaries provided by the scales shall be apportioned as follows:

|  |  |
| --- | --- |
| For each calendar month: | 1/12 of annual salary |
| For each odd day (inc. Sunday): | divide the monthly sum by number of days in particular month |

 6.2.5 Salary payments for term-time staff shall include payment for weeks worked plus annual leave compensation and will be paid to staff equally over a 12 month period.

 6.2.6 New starters shall normally receive their first payment in the first month of joining except in cases where their start date is at or after the normal pay deadline (provided they have signed their contract and returned any relevant documentation) and their line manager has confirmed they have commenced employment. If the start date is at or after the internal payroll deadline they shall receive their first payment in the following month.

 **6.3 Increments**

 6.3.1 Increments where due are payable on 1 August each year for staff who have been on the current salary point for at least 6 months at the date the increment takes effect (i.e. by 1st February), subject to the maximum of his or her scale and to satisfying appropriate criteria for progression.

6.3.2 No increment shall be withheld in respect of any year of service unless the service in that year has been declared unsatisfactory by the institution (including, where performance has been found to be unsatisfactory following a performance management process). In such a case payment of the increment in respect of that year shall be withheld only during the following year unless the institution otherwise expressly determines.

 **6.4 London Weighting**

 6.4.1 **Professional Services Staff**

 London Weighting is payable to all staff whose principal place of work is within the areas defined below:-

 *Inner London Weighting*

 Royal Free.

 *Outer London Weighting*

 Hendon,

 London Weighting rates are published on our [salary scales](https://www.intra.mdx.ac.uk/_media/_intranet/document-library/a/Aug2018salaryscales.pdf).

 6.4.2 Staff who are relocated from an Inner London Weighting site to an Outer London Weighting site will have their Inner London Weighting protected for a period of 12 months.

## 7 WORKING WEEK/YEAR

 **7.1 Professional Services Staff**

The standard working week for a full-time employee is 35.5 hours exclusive of rest breaks.

**7.2 Working Week**

7.2.1 The hours are normally spread over 5 days and are normally worked between 8am and 10pm Monday to Sunday. They exclude lunch breaks or rest breaks and travel to and from the place of work.

7.2.2 The hours of work shall be arranged to accommodate the needs of the University and, wherever possible, the needs of the employee. It is recognised that flexible working arrangements can have significant benefits both for the individual and the University. Therefore, flexible working arrangements shall be supported wherever reasonably possible.

7.2.3 The University may from time decide that it is in the best interests of service delivery to require staff to work a more flexible working pattern i.e. one which requires work on different days of the week and or with variable starting times. Where such a decision is reached staff will be provided with 3 months’ notice of any change in their working pattern, and Unison will be notified.

7.2.4 Hours worked on a Sunday, Bank Holiday or University Day shall be compensated for according to [section 16](#_17_ALLOWANCES_FOR). Hours worked in excess of 35.5 hours per week shall be treated as overtime, see [section 17](#_17_OVERTIME).

 **7.3 Term-time Working**

7.3.1 Staff who work less than 44 weeks per year, i.e. term time working, will normally have their working year run from 1 September to 31 August in each year. The number of working weeks per year will be by arrangement but are usually no more than 44 weeks per year.

## 8 CONTINUOUS SERVICE IN THE UNIVERSITY AND RELATED EMPLOYMENT

8.1 for the purposes of calculating redundancy payments, previous continuous service of staff of Middlesex University shall include service with any public authority to which the Local Government (Redundancy) Modification Order 1983 applies (updated in 1999).

8.2 for the purposes of calculating redundancy payments, the application of the Redundancy Modification Order 1999 does not apply to staff of the University’s subsidiaries.

## 9 SICKNESS ABSENCE AND SICK PAY

 Subject to the provisions of the scheme, staff absent from duty owing to illness (including sickness, disease, injury or disability) are entitled to occupational sick pay.

 **9.1 Scales of Entitlement**

 **Professional Services Staff**

|  |  |
| --- | --- |
| **Length of Service** | **Duration of Full Sick Pay** |
| During first 4 months | 1 month |
| During next 8 months | 2 months |
| During 2nd year | 3 months |
| During 3rd year | 6 months |
| During 4th year | 7.5 months |
| During 5th year | 11.25 months |
| After 5 years | 13.5 months |

9.1.2 Occupational Sick Pay and any other benefits received by a member of staff shall not exceed full pay.

**9.2** **Calculation of Sick Pay Entitlement**

9.2.1 An individual's total entitlement is based on their length of service on the first day of absence, less the aggregate of all periods of absence taken in the previous 12 months, for which the individual received sick pay.

**9.3 Extension of Sick** **Pay**

 9.3.1 The Vice Chancellor is authorized to approve extensions of sick leave in exceptional circumstances.

**9.4 Sickness and Annual Leave Entitlement**

 Please refer to Appendix 7 of the [Sickness and Ill Health Policy](https://www.intra.mdx.ac.uk/_media/_intranet/document-library/s/Sickness-Abscence-Policy-Jan17.pdf).

 **9.5 Disqualification of Sick Pay**

9.5.1 Sick pay is not payable to staff:

 - who suffer an accident due to active participation in sport as a profession:

 - whose sickness arises from or is attributable to the individual’s own misconduct unless the University decides otherwise by resolution.

9.5.2 Sick pay is not payable for injury incurred whilst working for another employer or working in the individual's own time or on his/her account for private gain, except at the discretion of the University.

9.5.3 Sick pay may be stopped in cases whereby the individual's conduct is prejudicial to his/her recovery or whereby the individual has not followed the sick scheme rules. In such cases sick pay is suspended and, when the University is satisfied there is substance in the report, the individual is advised of the terms of the report and given the opportunity to submit his/her case in a hearing. The University's Disciplinary and Grievance Procedure should be followed in such cases.

 **9.6 Injury from Duties**

9.6.1 Absence due to injury sustained by an individual whilst in the discharge of his/her duties but as a consequence of his/her own misconduct is not covered by this sick pay scheme.

9.6.2 Sickness and absence due to industrial disease or accident are separate and absence from these shall not be counted against entitlement to sick pay absence due to usual illness.

9.6.3 A University accident report form must be completed within 24 hours of any accident while at work (whether or not you are absent as a result).

**9.7 Employer Liability Insurance**

The University has many insurances in place, including Employers Liability, to cover staff members making a legitimate claim

 **9.8 Accident involving damages from a third party**

9.8.1 If absence is due to an accident involving a third party and the individual receives damages, such as through the Criminal Injuries Compensation Board, the individual shall not be entitled to sick pay. In such cases the University shall pay the individual’s salary as an advance of a sum not exceeding the individual's sick pay entitlement pending payment to the individual of such damages, provided the individual undertakes to refund the University in line with the damages received. Where such sick pay is refunded, it shall not be counted against the individual's entitlement to sick pay.

**9.9 Contact with Infectious Diseases**

9.9.1 If an individual, in accordance with the National Insurance Act, is prevented from attending his/her place of work due to contact with an infectious disease, where this is confirmed by an approved medical practitioner, they shall receive full pay less any benefits payable under the Act for the period of enforced absence, and sick pay shall not count against their entitlement to occupational sick pay. Such absence is counted for SSP only.

9.9.2 If an individual is in contact with other infectious or contagious diseases not covered by the Act and they are fit for work, they shall report to work but notify their line manager, who shall seek advice from Health & Safety.

 **9.10 Examination by Medical Practitioner**

9.10.1 The University can at any time require an individual unable to perform their duties as a consequence of illness, to submit to an examination by a medical practitioner nominated by the University. This includes cases of prolonged or frequent absence.

**9.11 Pensions**

9.11.1 For staff employed by Middlesex University who are members of the Local Government Pensions Scheme (LGPS), where there has been a period of unpaid absence e.g. sickness on nil pay or half pay, additional payment can be made to make up the loss of contribution. HR should be contacted for further information.

9.11.2 For staff who are members of LGPS, in the event of death, subject to terms and conditions in accordance with the scheme as amended from time to time being met, a lump sum death grant of four times the assumed pensionable pay is paid provided the staff member is aged under 75. Further details are provided here (<https://www.lgpsmember.org/arm/already-member-prot.php>)

9.11.3 For staff who are members of the Middlesex University Defined Contribution Scheme, additional life cover, also known as Death in Service cover, is provided by UNUM, subject to eligibility criteria, in accordance with the scheme, as amended from time to time. Beneficiaries will receive a lump sum equivalent to four times their salary. This cover is provided up to the age of 75. Further information can be found here ([UNUM](https://www.unum.co.uk/employee-assistance-programme))

## 10 UNAUTHORISED ABSENCE

10.1 Where anindividual has not followed such procedures as appropriate to authorize their absence for duty (such as agreement to annual leave, special leave, notification of sick leave), the individual may be in breach of contract which depending on the circumstances may result in dismissal or other disciplinary action.

10.2 Every reasonable effort will be made to contact an individual who is absent from duties without authorization or agreement, to ascertain the circumstances of this absence prior to taking the appropriate disciplinary or contractual action. Line managers shall ensure that staff are informed of the appropriate procedures they must take to authorize the absence.

10.3 Cases likely to lead to dismissal in the first instance rather than other disciplinary action are those whereby the individual has had no contact with the University/to explain their absence and has not responded to all reasonable attempts by the University to contact them. As such they are in breach of their contract of employment and subject to dismissal.

10.4 Cases which may lead to disciplinary action short of dismissal (including the withholding of pay) may include those whereby the individual has made contact with the University but has not followed the appropriate procedures and has not gained the appropriate authorization for absence but intends to and does return to work.

10.5 The Line Director shall decide in such cases whether this will follow an investigation into the particular circumstances with advice from Human Resources.

Please see [Unauthorised Absence](https://www.intra.mdx.ac.uk/_media/_intranet/document-library/u/Unauthor.pdf) Policy.

## 11 ABSENCE FROM DUTY IN THE CASE OF SEVERE WEATHER CONDITIONS OR TRANSPORT DISRUPTION

11.1 There is no automatic acceptance that absence from duty due to weather conditions and/or transport problems will lead to payment during the period of absence.

11.2 Staff who are able to may request permission to work from home where travel to work is not possible or extremely difficult. Alternatively, staff will be allowed to take annual leave if they so wish.

11.3 Staff who arrive late for work having demonstrated to their line manager that they have made every reasonable effort to come in to work at their normal starting time may be entitled to receive full pay for the day.

11.4 Staff who satisfy their manager that they have made real efforts to get to work but were unable to complete their journey may be allowed full pay for the day of absence at the discretion of the manager.

11.5 Staff who do not make any attempt to get to work must be advised that the absence is accepted only on the basis for loss of pay for each day’s absence.

## 12 PROMOTION AND REGRADING

12.1 When an existing member of staff is appointed to an advertised post which is one or more grades higher than their current post or is re-graded to a higher grade, they will usually be placed at the bottom of the new grade. The exception to this is where a member of staff is in the contribution zone of the preceding grade because they were awarded a consolidated increment through the Contribution Pay Scheme. In this case they will be appointed on the new grade one point higher than their current spine point.

 No additional increments are awarded on moving to a different post which is on the same grade.

12.2 The Chair of the Recruitment Panel or the manager (in the case of re-grading) should base their decision on the individual’s relevant skills, experience, knowledge etc. and also the salaries of other similar graded staff within the department. Furthermore, if a maximum starting salary was advertised, any appointment must be within this and also within the grade of the post.

## 13 ACTING DUTIES

13.1 If a member of staff is temporarily taking on the duties of a post of a higher grade to cover a vacancy, an absence, or other temporary organizational situation, they shall receive an "acting" grade in recompense, according to the following criteria and conditions:

1. the whole of the job is covered for at least one month due to the circumstances other than cover for annual leave
2. fulfillment of the criteria and remuneration has been agreed in advance by the appropriate line manager and Human Resource Services.

13.2 In such circumstances payment will be made to cover the whole period the job is undertaken at a rate corresponding to the lowest scale point of the acting grade.

13.3 In exceptional circumstances the University can consider the payment of an honorarium where the above is not satisfied or is inappropriate.

Please see [Acting Grades and Responsibility Allowances](https://www.intra.mdx.ac.uk/_media/_intranet/document-library/a/ADDITIONAL-PAYMENTS-TO-STAFF.pdf).

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## 14 ANNUAL LEAVE

 Please refer to the [Annual Leave Policy](https://www.intra.mdx.ac.uk/_media/_intranet/document-library/a/ANNUALLEAVE.pdf) on the intranet.

## 15 SPECIAL LEAVE AND COMPASSIONATE LEAVE

 See [Special Leave and Compassionate Leave Policy](https://www.intra.mdx.ac.uk/_media/_intranet/document-library/s/Special-Leave-and-Compassionate-Leave-JUL16.pdf) on the intranet.

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## 16 ALLOWANCES FOR STAFF WHO ARE CONTRACTED TO WORK IRREGULAR PATTERNS OR WORK ON “SPECIAL DAYS”.

16.1 From 1 September 2012 all new staff and all existing staff who take up a new post or a new pattern of working at Grade 1-5 within the University will receive the following allowances, where appropriate. The University/MU Services Limited may from time decide that it is in the best interests of service delivery to require staff to work a more flexible working pattern i.e. one which requires work on different days of the week and or with variable starting times. Where such a decision is reached staff will be provided with 3 months’ notice of any change in their working pattern.

 16.2 Staff on Grades 6 and above will not normally receive allowances or premiums, since the additional annual leave allowance rewards such requirements.

 **16.3 Shift Allowance for Grades 1 – 5**

 Staff on Grades 1-5 required to work flexibly with different working days and/or different start times, i.e. on a shift or a rota basis, will receive a 5% supplement on their annual salary (excluding London Weighting). There will be no additional pay for working on a Saturday, Sunday, Bank Holiday or University Day. This will be covered by the 5% allowance. However, staff will receive time off in lieu for working on a Bank Holiday or University Day.

 **16.4 Special Premium for Sunday, Bank Holidays and University Days for staff Grades 1 - 5 working set patterns**

 16.4.1 Staff on Grades 1 – 5 who work a set pattern each week but are contracted to work on a Sunday will receive their usual rate of pay for hours worked on a Sunday. The employee will also receive a special premium of £25 for attending work on a Sunday

 16.4.2 Staff on Grades 1 – 5 who work a set pattern each week (not including a Sunday) but are asked to work [Overtime](#_18_OVERTIME) on a Sunday will receive time off in lieu or payment for the additional hours worked on a Sunday. The employee will also receive a special premium of £25 for attending work on a Sunday.

 16.4.3 Any member of staff working set patterns (so excluding those receiving 5% shift allowance) asked to work [Overtime](#_18_OVERTIME) on a Bank Holiday or University Day will receive their usual pay and in addition will receive time off in lieu or payment for the additional hours worked on the Bank Holiday or University Day. The employee will also receive a special premium of £25 for attending work on a Bank Holiday or University Day.

 **16.5 Night work Allowance for Grades 1 – 5**

 16.5.1 Night working is defined as all hours worked between 10pm and 6am. A Night work Allowance may be payable in addition to the Flexibility Allowance or the Special Premium. Night working may be compensated as time off in lieu or paid at the usual hourly rate. In addition, the worker will be paid 33% of the hourly rate (excl. London Weighting) for each hour worked at night.

 16.5.2 Any work carried out between 6am and 8am is not considered night work and is paid at plain time.

## 17 OVERTIME

17.2.1 Overtime is defined as the hours worked over and above the full-time working week of 35.5 hours. The working week plus any overtime hours should not exceed an average of 48 hours per week. Contact Human Resource Services for advice on the calculation of the average of 48 hours.

17.2.2 As far as possible the University aims to avoid the need for staff to work overtime and it is the line manager’s role to plan priorities and time scales accordingly.

17.2.3 Occasionally overtime cannot be avoided. Wherever possible, this shall be compensated for by time off in lieu on an hour for hour basis (plain time), with the individual taking planned leave at a time convenient to both parties at a later date.

17.2.4 Where time off in lieu is not possible, overtime shall be paid, usually from the discretionary budget allocated to the line manager. All staff on Grades 1-5 may be paid such overtime (at plain time and excluding London Weighting). Part-time staff will receive overtime and London Weighting up to a maximum of 35.5 hours. Staff on Grades 6-9 will not normally accrue time off in lieu or receive payment for overtime, since the additional annual leave allowance rewards such requirements. In exceptional cases, TOIL or payment for overtime may be agreed for staff on Grades 6-9 but only when agreed in advance by the University. In these instances a one-off honorarium determined by the University may be paid, which should not exceed the basic hourly rate, excluding London Weighting for full-time staff, and including LW for part time staff up to 35.5 hours a week.

17.2.5 All arrangements to work overtime shall be approved in advance by the line manager, and the discretionary budget holder where this is not the immediate line manager.

## 18 TRAVEL ALLOWANCES

 18.1 Business travel expenses necessarily incurred by staff in the performance of their duties will be reimbursed, after authorisation by the University. See [Travel, Subsistence and Expense Policy](https://www.intra.mdx.ac.uk/_media/_intranet/document-library/m/MDX-travel_subsistence_and-expense_policy_2013-Final.docx) on the intranet.

18.2 If staff are relocated to a new base campus, and the staff member incurs additional travel between home and work a result of the move, relocation benefits may be payable. See [Relocation Benefits Policy](https://www.intra.mdx.ac.uk/_media/_intranet/document-library/r/Relocation-Benefits-to-Hendon-authorisation-for-claiming.docx) on the intranet.

 18.3 As an alternative to 18.2, staff may claim a payment towards the cost of moving house to an area substantially nearer their new base campus. See [Relocation Benefits Policy](https://www.intra.mdx.ac.uk/_media/_intranet/document-library/r/Relocation-Benefits-to-Hendon-authorisation-for-claiming.docx) on the intranet.

18.4 Staff have access to an [interest free season ticket loan](https://www.intra.mdx.ac.uk/_media/_intranet/document-library/s/Season-Loan-applicat.pdf) from Middlesex University or MU Services Limited to purchase either a 6 monthly or annual season ticket. The loan is to be paid back by instalments deductible on a monthly basis from the individual’s salary.

## 19 PROTECTIVE CLOTHING AND UNIFORMS

19.1 An issue of protective clothing and uniforms has been agreed in consultation with the trade union where appropriate.

19.2 In appropriate cases an allowance for purchasing an item of protective clothing may be made provided the purchase is authorised in advance and proof of purchase is submitted.

## 20 WELFARE FACILITIES

20.1 Staff shall have access to a welfare room where possible for rest, first aid treatment, or breast-feeding.

**20.2 First Aid Recognition**

20.2.1 A First Aid allowance is payable to staff required to hold first aid qualifications. First Aiders are available on all campuses.

## 21 LEAVING THE UNIVERSITY OR ONE OF ITS SUBSIDIARIES

**21.1 Resignation**

21.1.1 Staff who resign are required to give the full period of notice to their manager of their intention to leave. Staff are required to work their notice period unless alternative arrangements are planned, which are mutually convenient to themselves and their line manager.

21.1.2 Where the individual wishes to leave before the end of the notice period, this may only be arranged if the manager is in agreement. In such cases, the individual is paid to their last day of work, not to the last day of their notice period.

21.1.3 Where the manager wishes the individual to leave before the end of their notice period, this can only be arranged if the individual is in agreement. In such cases, the individual is paid in lieu of the remaining notice to cover the period to the end of their remaining notice.

21.1.4. Staff must give the following notice period upon resignation:

|  |  |
| --- | --- |
|  |  |
| Grades 1 - 6 | 1 month |
| Grades 7 - 9 | 2 months |

21.1.6 These arrangements shall not prevent the individual from giving or agreeing to give a longer period of notice than the minimum.

**21.2 Retirement**

The University operates a flexible retirement age for staff who are employed by Middlesex University. This option is unavailable for staff employed by MU Services Limited. . Please refer to the [Flexible Retirement Procedure](https://www.intra.mdx.ac.uk/_media/_intranet/document-library/p/Flexible-Retirement-April-2018.docx) on the intranet.

**21.3 Dismissal**

21.4.1 In the event that the disciplinary procedure or other contractual issue leads to dismissal, the University/MU Services Limited is required to give notice to the individual on the termination of their contract, either according to their contractual or statutory rights, whichever period is greater. The University/MU Services Limited is not required to give notice or payment in lieu of notice in cases of summary dismissal resulting from gross misconduct (See Disciplinary procedure).

21.4.2 Where the statutory minimum period of notice in the Employment Rights Act 1996 is greater than the contractual period of notice, these shall apply and are as follows:

|  |  |
| --- | --- |
| **Continuous Service** | **Period of Notice**  |
| **Grades 1 - 6**One month or more but less than five years | 1 month |
| Five years or more but less than 12 years | 1 week for each year of continuous employment |
| 12 years or more | 12 weeks |
| **Grades 7 - 9**One month or more but less than nine years | 2 month |
| Nine years or more but less than 12 years | 1 week for each year of continuous employment |
| 12 years or more | 12 weeks |

**21.4 Death of an employee (and annual leave)**

In case of death, the annual leave allowance and salary in lieu from the date of death shall be payable.