

TERMS AND CONDITIONS OF EMPLOYMENT FOR SUPPORT STAFF

Structure of the University

1. The government of the University is based on a four-tier structure of Departments, Budget Centres and Faculties in addition to the central governing bodies, of which the Council is supreme. In respect of staffing policy in the University, the Council is advised by its Staffing Committee.
2. The academic Budget Centres are usually known as Schools, some of which may be made up of more than one Department. (Various Schools and Departments may be described by such terms as Centre, Institute or Unit). The Schools are constituent members of the Faculties, each under the leadership of a Dean.
3. The non-academic Budget Centres, outside the system of Faculties, include the University's Information Services, under the Librarian and Director of Information Services and the central administrative offices, each led by a Director, under the overall control of the Registrar and Secretary.

Interpretation

4. In these conditions, the term 'School' should be understood to include all organisations at the Budget Centre level; and the term 'Department' includes other equivalent units.

University Legislation

5. All appointments and terms and conditions of employment are subject to the Ordinances and Regulations of the University and these in turn are made under powers contained in the University's Constitution laid down in the Charter and Statutes.

General

6. Appointments are full-time and until retirement age unless otherwise stated in the letter of appointment which forms part of the contract of employment.
7. Sometimes, an appointment may have to be given for a fixed period, which may be extended by mutual agreement. There can be no guarantee of an extension and the contractual period of employment is for the current fixed term only. At the end of the contractual period, every effort will be made to re-employ the member of staff to another post within the University, and the University would seek to avoid material detriment by negotiation with the relevant Trade Union.
8. Members of staff are appointed initially to a School as specified in the letter of appointment but the University may transfer members of staff to comparable posts in different Schools, after consultation with the member of staff concerned, the appropriate Trade Union and the Schools concerned with a view to seeking the agreement of all parties.

9. Appointments are subject to a probationary period of six months, which may be extended for a maximum of three further months if necessary. Probation is seen as an opportunity both for a person to demonstrate their ability to carry out the duties of the post to the University's satisfaction, and to satisfy themselves about the post. It is possible for a member of staff to be released early from serving the rest of the probationary period on the recommendation of the Head of School. If work or conduct does not meet the requirements of the post during this period, clear guidance will be given. At the end of probation, **either** the appointment will be confirmed **or** further guidance will be given and the probation extended **or** the appointment will be terminated with one week's notice. The appropriate Trade Union will be informed if a member of staff's employment is to be terminated at the end of the probationary period. The member of staff may also terminate his/her employment at any time during this probationary period by giving one week's notice.
10. Members of staff are required to carry out the duties specified in a job description approved by the Head of School. Changes to existing job descriptions written during the term of employment would be following consultation with the postholder and the Head of School. All new job descriptions will be graded under the approved job classification scheme.
11. Individual members of staff are responsible to the Head of the School. In the case of a School with more than one Department, the responsibilities of the Head of School in respect of staff are exercised in consultation with the Head of the Department.
12. The University recognises Amalgamated Engineering and Electrical Union (AEEU), Manufacturing, Science and Finance (MSF), UNISON, and General Municipal and Boilermakers (GMB) as the appropriate trade unions to represent support staff, in accordance with its procedure agreement. Collective agreements between the University and the recognised trade unions made under this procedure agreement and applying to terms and conditions of employment are automatically incorporated into the terms and conditions of employment of individual members of staff and copies will be sent to members of staff within 28 days.
13. Members of staff may be required to undergo a medical examination, and to receive such inoculations, vaccinations etc, as are required by the University's Occupational Health Service in the context of relevant health and safety legislation.

Salary and Pensions

14. The salary, and the method for calculating and reviewing it, will be specified in the letter of appointment. Salary is paid in monthly instalments in arrears by credit transfer. Staff in post on 31 March 1995 who are paid in weekly instalments may elect to continue being paid with this frequency.
15. Except as provided below, members of staff will automatically be entered into the University's Group Personal Pension Plan (GPPP), to which the University will contribute an amount equivalent to 10% of the individual's basic salary. The member of staff may choose to contribute to GPPP, in addition to the University's contribution, from his/her own salary. GPPP is contracted into the state second pension. The member of staff will be offered the opportunity of opting out of GPPP. In these circumstances the University will contribute no more than the statutory minimum amount to the state second pension.
16. Members of staff who, on 31 July 2002, were members of the Birmingham Pension and Assurance Scheme (BPAS) and who have since continued to contribute to the Scheme without interruption may continue to be members of BPAS but may not join GPPP whilst continuing as contributing members of BPAS.

Members of staff who are in receipt of Flexible Benefit are governed by the terms which have been notified to them separately.

Members of staff who opt out of the above schemes are liable periodically to be re-enrolled (or enrolled) into GPPP and will be given further opportunities to opt out of GPPP in accordance with current legislation.

Hours of Work and Overtime

17. Normal working hours for full-time staff are 36 a week. Hours of work for part-time staff are set out in the letter of appointment. Days and hours of attendance are specified by the Head of School, following consultation with the member of staff with a view to reaching an agreement.

The pattern of, and remuneration for, shifts will be determined following consultation with the Joint Union Committee.

18. Heads of School may ask members of staff to work outside the working days or working hours specified in the letter of appointment. If the member of staff so agrees, payment will be made as set out below. The member of staff may request time off in lieu at the relevant enhanced rate instead.

Payment will be granted as follows:-

- i. Additional hours worked during the normal working week will be compensated for at time and a half. For part-time staff, this enhanced payment will apply only after the normal number of working hours, as specified in paragraph 17, has been reached.
- ii. With reference to the days and hours of attendance specified by the Head of School under paragraph 17 above, additional hours worked on the first non-working day will be compensated at time and a half for the first four hours worked and at double time thereafter. Additional hours worked on the second non-working day will be compensated at double time. Staff who are contracted to work 6 days a week will be compensated at double time for overtime worked on their first non-working day.
- iii. Overtime worked on a statutory holiday or a University closed day will be compensated by payment at double time plus time off in lieu equivalent to the time worked.
- iv. In specific cases where patterns of working are required which make the above provision inappropriate, separate agreements on overtime and sessional rates will be negotiated with the Joint Union Committee.

Holidays

19. The holiday year runs from 1 January to the following 31 December.

20. Full-time staff are entitled to 25 days annual leave normally to be taken at their discretion with the prior approval of the Head of School. Staff who are contracted to work for 6 days a week are entitled to 30 days annual leave.

21. In addition to the eight statutory public holidays, the University grants seven days discretionary holiday each year, normally when the University is closed over the Christmas and Easter periods. These discretionary closure days are determined by the Council of the University, following consultation with the recognised Trade Unions.

22. Payment will be made to a member of staff ceasing employment with the University for untaken holiday entitlement in the current leave year, **pro rata** up to the date of leaving the University's employment following consultation with Head of School. In the year of retirement staff will normally be expected to take all their leave entitlement before they retire.
23. Annual leave is granted principally for the purposes of rest and recuperation and shall not normally be carried over into the next holiday year unless by prior written consent of Head of School, nor will payment be made for leave not taken, except as provided for in paragraph 22 above.
24. The holiday entitlement of part-time staff and of term-time only staff is **pro rata** to that of full-time staff.
25. After 35 years' continuous employment, one extended holiday of three months is allowed (to replace the normal annual leave entitlement), but in addition to statutory public holidays and closure days. The arrangements for taking this holiday must be agreed well in advance with the Head of School.

Sick Leave and Sick Pay

26. The arrangements for sick leave and sick pay are set out in [appendix 1](#).

Maternity Leave and Maternity Pay

27. A woman member of staff shall be entitled to maternity leave and maternity pay according to the arrangements in [appendix 2](#).

Paternity Leave and Adoptive Leave

28. A member of staff will, on request, be granted 10 days additional leave by the Head of School as paternity leave either on the birth of a child (for male members of staff only: female members of staff are granted maternity leave as set out in paragraph 27) or on the adoption of a child. Members of staff are required to give as much notice as possible of the intention to take paternity or adoptive leave and should try to avoid the taking of leave at particularly busy times.

Safety

29. All members of staff are required to promote and observe the University's safety policy in [appendix 3](#).

Equal Opportunities

30. All members of staff are required to promote and observe the University's equal opportunities policy in [appendix 4](#).

Discipline and Appeals

31. All members of staff are subject to the disciplinary and appeals procedure in [appendix 5](#).

Grievances

32. The arrangements for raising grievances are set out in [appendix 6](#).

Resignation

33. Members of staff may resign their appointment by giving notice in writing to the Director of Staffing Services (with a copy to the Head of School) of four weeks. A shorter period of notice may be accepted with the prior written approval of the Head of School. Staff who are in post on 31 March 1995 and have elected to be paid on a weekly basis may give one week's notice of their resignation.

Termination of Employment

34. The appointment may be terminated by the Director of Staffing Services, following consultation with the Head of School, on giving three months' notice in writing, or one week's notice in writing in the case of probationary members of staff. In all cases the appropriate Trade Union will be notified of any member of staff whose appointment is terminated by receipt of the letter of dismissal which will state the reasons for the decision.

Retirement

35. Members of staff shall retire at the end of the month in which they attain the age of 65 years.

36. Members of staff may retire after they have attained the age of 60 years by giving at least one month's, though preferably three months', notice in writing to the Director of Staffing Services through the Head of School.

University Property

37. On leaving the University's employment and unless otherwise agreed in writing by the Head of School, members of staff are required to account for and return any University property in their possession, including furniture and equipment, and items in which the University holds the copyright, such as computer software, data and written materials.

Compassionate Leave

38. Members of staff may be granted compassionate leave by the Head of School for a period not normally exceeding five continuous working days at any one time during the year. If a member of staff feels that their case for compassionate leave is not being treated fairly by the Head of School, then they may refer the matter to the Director of Staffing Services.

Amendments

39. The University Council may amend these terms and conditions of employment from time to time and members of staff and the recognised Trade Unions will be given 3 months' written notice of any such amendments, following appropriate consultation under the Procedure Agreement.

14/07/98

Amended by SPRC March 2013