

CONDITIONS OF EMPLOYMENT GOVERNING ADMINISTRATIVE AND OTHER ACADEMIC RELATED STAFF

Note: Documents referred to in these conditions for which a web address is given may also be obtained from the Office of the Director of Human Resources on request.

Structure of the University

1. The University is organised into Colleges. A structure of Professional Services Budget Centres alongside the Colleges provides support to academic activities.

Interpretation

2. In these conditions, the term 'Budget Centre' is used throughout to denote all organisations at the Budget Centre level (including Schools); the term 'Department' includes any organisational unit within a School or Budget Centre; and the term 'Letter of Appointment' refers to the formal offer of employment to an individual.

University Legislation

3. All appointments 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. The current version of the Charter, Statutes, Ordinances and Regulations is at www.birmingham.ac.uk/university/governance/legislation.aspx

General

4. Appointments are full-time and open ended unless otherwise stated in the letter of appointment.
5. Where an appointment is for a fixed period, the duration of the appointment normally reflects the limited extent of funding available to support the appointment, usually from external sources or from general funds available only for a limited period. Such appointments may subsequently be extended by mutual agreement but there can be no guarantee of this and the contractual period of employment is for the current fixed term only.
6. Members of staff are appointed initially to a Budget Centre as specified in the letter of appointment but the University reserves the right following consultation and reasonable notice to move a member of staff to a comparable post in a different Budget Centre whenever appropriate.
7. All members of staff are required to live within a reasonable distance or travelling time from the University.
8. The University recognises the University and College Union (UCU) as the appropriate trade union to negotiate or consult on behalf of members of staff and has entered into a procedure agreement with the Birmingham branch of UCU for these purposes.
9. References in these conditions to any statutory provision, enactment, order, regulation or other similar instrument shall be construed as a reference to the statutory provision, enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted from time to time and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it.

Annual Review of Staff

10. Every year a review is conducted of all non-professorial, academic and academic-related staff to assess and, where appropriate, reward performance. In the annual review, the cases of those due to reach the end of their probationary period are considered, together with recommendations for promotion. Personal applications for promotion will also be invited. The salaries of professorial equivalent staff are kept under review by the Vice-Chancellor.

Appraisal and Staff Development

11. All members of staff are required to participate in the University's appraisal scheme. The sole objectives of the appraisal scheme are to help individual members of staff develop their careers within the University; to improve staff performance; to identify changes in organisation which would enable individuals to improve their performance; to identify and develop potential for promotion; and to improve the efficiency with which the University is managed. These objectives are achieved by the preparation by the member of staff of a statement of achievements during the current academic year drawing attention to specific issues for discussion in an appraisal interview with a senior colleague. At the interview, the appraiser and appraisee will agree objectives for the year ahead and a plan of action to implement them. This will then form the starting point for the following year's appraisal.

Duties

12. Members of staff are required to carry out such duties as may be laid down by the Head of Budget Centre. They are responsible to the Head of Budget Centre to which they are attached for the time being either directly or through another designated senior member of staff nominated by the Head of Budget Centre. In the case of a Budget Centre with more than one department, the responsibilities of the Head of Budget Centre in respect of staff are exercised in consultation with the Head of the Department in which the individual member of staff is employed.

Salary and Pensions

13. Salaries are paid monthly in arrears by credit transfer.
14. Where a salary is payable on an incremental scale, the incremental date will be on 1 August each year. Where a member of staff is appointed to commence between 1 July and 31 July inclusive the first increment is payable on 1 August of the following calendar year. Salaries are subject to the University's arrangements for annual review and any other special conditions stipulated in the letter of appointment.
15. Members of staff will on joining the University automatically be entered as members of the Universities' Superannuation Scheme (USS) from the commencement of their employment. The appropriate deductions will be made from their salary in order to pay such contributions to USS as may be required by USS rules as may be amended from time to time. As USS is contracted out of the State Second Pension, USS members will pay National Insurance contributions at the lower rate. Members of staff will be offered the opportunity of opting out of USS if they wish.
16. Existing members of the National Health Service Superannuation Scheme (ie who have made contributions to the Scheme in the previous 12-month period) may choose to remain subject to that Scheme instead of USS providing their appointment is held in either the Medical or Dental School of the University.
17. Members of staff who choose to cease membership of USS (or the NHS Scheme) will pay National Insurance contributions at the higher rate. In these circumstances the University will contribute no more than the statutory minimum amount to the State Second Pension. Members of staff who opt out of USS (or the NHS Scheme) are liable periodically to be re-enrolled (or enrolled)

into USS and will be given further opportunities to opt out of USS in accordance with current legislation.

Holidays

18. In any one academic year, that is from 1 October to 30 September following, the holiday entitlement of a member of the Administrative and Other Academic Related staff shall be twenty five days to be taken at times to be agreed by the Head of Budget Centre: such agreement should not be unreasonably withheld. Full salary is payable during holidays.
19. In addition to the annual holiday entitlement, members of staff shall be entitled to public and University holidays or, subject to the prior approval of the Head of Budget Centre, days in substitution for those holidays amounting to a total of fifteen days a year.
20. Payment may 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.

Leave and Secondment

21. Leave of Absence, Study Leave, Secondment and Special Leave may be granted in accordance with the conditions and arrangements attached as [appendix 1](#).

Maternity Paternity and Adoption Leave and Pay

22. A member of staff shall be entitled to Maternity, Paternity and Adoption leave and pay according to the arrangements attached as [appendix 2](#).

Sick Leave and Sick Pay

23. In all cases of incapacity for work through sickness or injury members of staff must notify their Head of Budget Centre as soon as is practicable. The arrangements for sick leave and sick pay are set out in [appendix 3](#) (attached).

Probation

24. Appointments may be subject to a probationary period which is specified where appropriate in the letter of appointment and probationary criteria and procedures are sent to those members of staff concerned.

Safety

25. All members of staff are required to promote and observe the University's safety policy (attached as [appendix 4](#)). They are also required to comply with the provisions of the Working Time Regulations concerning rest periods. Further guidance on the Working Time Regulations is at www.direct.gov.uk/en/Employment/Employees/WorkingHoursAndTimeOff/DG_10029451

Equality

26. All members of staff are required to promote and observe the University's policy on equality in employment (attached as [appendix 5](#)).

Data Protection and Use of Computing Facilities

27. Members of staff are required to comply with the provisions of the Data Protection Act 1998 concerning personal data and must follow the registration procedure adopted by the University, a

copy of which is available at www.birmingham.ac.uk/university/governance/policies-regs/data-protection.aspx or from the Director of Legal Services.

28. Members of staff are required to comply with the conditions of use of computing facilities, a copy of which is at intranet.birmingham.ac.uk/it/documents/public/General-Conditions-Use-Computing.pdf or available from the Director of IT Services.

Confidentiality

29. Members of staff must not at any time during or after the end of their employment with the University, whether knowingly or through failure to exercise due care and diligence, disclose any confidential information to any unauthorised person, or disclose any personal information about other staff, students or any other people to which they may have access in the course of their work, or use any confidential information in a manner which might cause or be expected to cause loss to the University, whether directly or indirectly.
30. A member of staff who wishes to raise concerns or information which s/he believes in good faith provide evidence of malpractice or impropriety should do so in accordance with the current procedure available at www.birmingham.ac.uk/Documents/university/whistleblowing.pdf or from the Office of the Director of Human Resources.
31. In the event of an actual or potential conflict of interest, a member of staff must act in accordance with the protocol on conflicts of interest available at intranet.birmingham.ac.uk/hr/documents/public/conflict-interest.pdf or from the Office of the Director of Human Resources.

Professional Conduct

32. Members of staff are required to observe and promote the University's Code of Practice on Research, available at www.birmingham.ac.uk/Documents/university/legal/research.pdf or from the Office of the Director of Human Resources.

Patents and Exploitation of Inventions

33. Members of staff must follow the procedures attached as [appendix 6](#) in the event of a potential patent registration or where an invention or discovery may be commercially exploitable.

University Property

34. On leaving the University's employment and unless otherwise agreed in writing by the Head of Budget Centre, 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.

Resignation

35. Members of staff may resign their appointment on giving notice in writing of at least three months to the Director of Human Resources of the University.
36. A period of notice less than that provided for above may be accepted with the written approval of the Head of Budget Centre or, in the case of professorial equivalent staff, with the approval of the Registrar and Secretary. Such approval will not be unreasonably withheld.

Retirement

37. Members of staff may retire from their appointment on giving notice in writing to the Director of Human Resources of the University of at least three months. Once notice of retirement has been

submitted in writing, it may not be withdrawn except with the agreement in writing of the Director of Human Resources.

38. Although the UK government has removed the national default retirement age of 65, the University reserves the right to retire members of staff on 30 September after they reach the age of 65 or such later age as it may determine if it considers the retirement to be objectively justified. (In accordance with its existing agreement, the University will not seek to retire members of staff who entered the University's employment on or before 31 March 1983 and with no subsequent break in service longer than one month before they reach the age of 67 years.)
39. Members of staff will be invited to discuss their career plans, including where appropriate their planned date of retirement and options for flexible working in the period preceding retirement, at regular review meetings.

Discipline and Appeals

40. Members of staff are subject to the disciplinary procedure as set out in [appendix 7A](#) (attached).
41. A member of staff who wishes to submit an appeal to the Council against a disciplinary decision (other than the issue of a formal warning) or otherwise pursue an appeal to the Council relating to his or her employment in the University shall do so in accordance with the procedure specified in [appendix 7A](#).

Grievances

42. Members of staff wishing to raise a grievance affecting their employment in the University shall do so in accordance with the procedures set out in [appendix 7A](#).

Removal from Employment

43. The University may terminate the appointment of members of staff for 'good cause' as defined in the Statutes.
44. The appointment of a member of the Administrative and Other Academic Related Staff may be terminated by the Council by giving six months notice in writing. Salary may be paid in lieu of notice.

Private Work

45. Members of staff engaging in any private work including the furnishing of specific reports must not in any circumstances represent that they are acting for and on behalf of the University. Letters to the Press from them intended for publication must not bear the address of the University unless the subject is one with which they are concerned academically or officially in the University and their qualification is made clear.
46. It is the duty of every member of staff who undertakes work for any person or organisation other than the University to inform that person or organisation before the work starts that the work is undertaken in the capacity of a private individual only and that the University is not responsible in any way whatever. This obligation is the same whether the work is to be paid for or not and the expression 'work' includes the giving of advice.