



TERMS AND CONDITIONS OF EMPLOYMENT

**Including Particular Terms and Conditions of Employment for Staff on Grade
A to I (inclusive and equivalent)**

**Human Resources
7 November 2016**

Please note that the definitive, most up to date, versions of the terms and conditions will always be on the Human Resources website at: <http://www.bristol.ac.uk/hr/terms/>. Please refer to this at all times as hard copy versions may have become out of date

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1 INTRODUCTION

- 1.1 These terms and conditions of employment apply to all staff and should be read in conjunction with the particular terms that are appended to this agreement (and form part of this agreement) and personalised offer letters which give further details relating to employment, including job title, grade, rate of pay, hours of work and date of commencement of duties including continuous employment date.

2 JOB DESCRIPTION

- 2.1 All staff should have a job description for their post which will be provided on joining the University. Job descriptions will not be regarded as precise or exhaustive specifications of duties and responsibilities but as a guide to accountabilities associated with the role. Staff will also carry out such additional or alternative tasks as the University may from time to time reasonably require, and be required to participate in any training deemed necessary by the University to properly perform their duties.

3 CONTINUOUS EMPLOYMENT

- 3.1 Any previous periods of employment with the University, or a previous employer e.g. NHS Trusts, which are to be included in the period of continuous service, will be referred to in personalised offer letters.
- 3.2 For staff transferring directly from another UK university, previous service will be recognised by the University for the purpose of calculating maternity benefit. For all other contractual and statutory purposes, the period of continuous employment for statutory purposes will begin on their start date with the University of Bristol.

4 SALARY

- 4.1 Basic salary accrues from day to day and is payable monthly by credit transfer into a member of staff's nominated bank/building society account normally on 26th day of each calendar month, subject to the deduction of tax, national insurance and any other agreed or lawfully required deductions, including the deduction of pension contributions where appropriate.
- 4.2 The University operates a Pension Salary Exchange scheme for eligible staff in the University of Bristol Group Pension Plan (UBGPP), University of Bristol Pension Scheme (UBPAS) and Universities Superannuation Scheme (USS). Under the rules of the Pension Salary Exchange scheme, employees who become members of UBPAS and USS, and who are eligible to participate in Pension Salary Exchange, will be automatically enrolled in the arrangements unless they opt out. Please refer to the Pension Salary Exchange Scheme at <http://www.bris.ac.uk/hr/salaries/sal-exchange/> for further information. Where staff are in the Pension Salary Exchange scheme, the University will use the term "Reference Pay" to mean basic salary before taking account of any Pension Salary Exchange. Where staff are entitled to additional pay for overtime working, shift allowances, on-call, or similar pay supplements, these will be calculated on the basis of Reference Pay.
- 4.3 The University's Pay Spine is reviewed annually, and any changes will normally take effect from 1 August of each calendar year.
- 4.4 With the exception of staff on Grade M, staff will progress annually on the relevant incremental date to the top service increment point on their grade, except where

unsatisfactory performance has already been established through the operation of the Capability Procedure.

- 4.5 Staff appointed to Grade M will not be eligible for annual incremental progression, but rather, incremental progression within ranges will be determined on the basis of personal performance.

5 DEDUCTIONS

- 5.1 In accordance with the Employment Rights Act 1996, the University is authorised to deduct from a member of staff's remuneration, any sums that are due from them including any overpayments, loans or advances made to them by the University and any overpayments in respect of annual leave taken in excess of a member of staff's entitlement. No deductions will be made without prior notification to the individual.

6 PLACE OF WORK

- 6.1 A member of staff's normal place of work will be such sites of the University and associated NHS Trusts as are requested, but the University reserves the right to require staff to work temporarily or permanently at such other place of work or location as the University may reasonably require. In the course of a member of staff's duties they may also be required to travel throughout the UK and overseas.

7 SICKNESS

- 7.1 If staff are unable to attend for work due to illness or other incapacity, they (or someone on their behalf) must notify the University by telephone as soon as possible (normally by 10.00 a.m.) on their first working day of absence. Staff must state the reason for absence and the date on which they expect to return and/or agree when they will next be in contact with further information.

On a member of staff's return they must submit a self-certification form to the University explaining the cause of their sickness absence. If the absence lasts for eight consecutive days or more (including weekends) they must submit a doctor's certificate to the University. Further certificates will be required to cover the total period of absence. It is the member of staff's responsibility to keep the University informed about their progress and their likely date of return.

- 7.2 The University will normally pay sick pay during sickness absence in accordance with the following arrangements from the first day of absence.

Length of Service	Full Pay	Half Pay
First 3 months of service	2 weeks	2 weeks
Remaining 9 months of first year of service	9 weeks	9 weeks
Second and third year of service	13 weeks	13 weeks
Fourth and fifth year of service	22 weeks	22 weeks
After fifth year of service	26 weeks	26 weeks

- 7.3 The University reserves the right to withhold University sick pay where a member of staff fails to comply with the proper notification requirements, or if, after full investigation and due process, the University considers that a member of staff is abusing the University sick pay scheme.
- 7.4 University sick pay shall mean a member of staff's normal rate of pay. Any Statutory Sick Pay (SSP) entitlement shall be included in full pay but paid in addition to half pay.
- 7.5 The University reserves the right to terminate employment provided due notice has been given in accordance with Ordinance 31 on ill health, at any stage during or after payment of sick pay.
- 7.6 For the purpose of calculating entitlement to sick pay the period of service shall be the period of continuous service from the date of appointment to the first day of absence. If a break in continuous service occurs due to resignation and re-employment, the effective period of service for calculating the allowance due will run from the date of re-appointment.
- 7.7 Entitlement to sick pay is calculated on the basis of length of service as of the first day of absence. Deductions will be made for any days of paid sickness absence occurring during the 12 months preceding the first day of their current period of absence.
- 7.8 The University shall have sole discretion in appropriate cases to extend the period of paid sick leave.
- 7.9 If sickness absence is caused by the actionable negligence of a third party in respect of which damages are recoverable then any sums paid by the University shall constitute loans to that member of staff, who shall:
- (a) forthwith notify the University of all the relevant circumstances and of any claim, compromise, settlement or judgement made or awarded in connection therewith;
 - (b) if the University requires a refund of such sums as the University may determine, not exceeding whichever is the lower of:
 - (i) the amount of damages recovered under any compromise, settlement or judgement; and
 - (ii) the sums advanced in respect of the period of incapacity.
- 7.10 The University reserves the right to require staff to undergo a medical examination at any time (at the University's expense) by a doctor or other medical practitioner nominated by the University. Staff agree to give such authority as is required for the University's appointed doctor to disclose to the University the relevant findings of such an examination.
- 7.11 After any period of sickness, and before the University allows a return to work, a member of staff may be required to provide a medical certificate or other written confirmation from a registered medical practitioner that they are fit to return to work. The University reserves the right to refuse to allow a member of staff to return to work until they have complied with such requirement.

Term-time only staff

- 7.12 Contracted term-time only Staff qualify for University sick pay on a pro rata basis.
- 7.13 Term-time only staff are entitled to sick pay only for those periods when they would otherwise have been at work. Entitlement to sick pay will cease on the last day of any given working period, and where appropriate, will recommence at the start of the next.
- 7.14 In calculating entitlement to sick pay, a term-time only member of staff's length of service is regarded as continuous from their date of commencement, including periods of vacation.

8 EXPENSES

- 8.1 The University shall reimburse staff for all expenses wholly and necessarily incurred by them in the proper performance of their duties, subject to their compliance with any policy or procedure in relation to expenses that the University may issue from time to time and their production of such evidence as to expenses as the University may require.
- 8.2 If staff travel abroad as part of their duties, they are required to take out full medical insurance. Staff should contact the University Insurance Officer, prior to departure, to arrange cover. Only insurance arranged under the University Scheme is reimbursable.

9 CONFIDENTIALITY

- 9.1 Members of staff must not, either during their employment or at any time after the termination of their employment, disclose any trade secrets or other confidential information relating to the University or any of its activities including those in respect of which the University owes an obligation of confidence to any third party.
- 9.2 "Confidential Information" means trade secrets and details of and information relating to employees, students of the University, matters of Health and Safety (including the University's disaster plan), and any information, the release of which would damage the University's commercial interests, endanger staff or students together with any information that is legally privileged. It also means any information which they are told is confidential, any information that is treated as confidential and any information in respect of which the University has a duty of confidentiality to a third party including patients. Confidential Information also includes any and all information which the University is not obliged to release under the Freedom of Information Act 2000 (the Act) and where a member of staff is uncertain whether a piece of information falls within the Act they will not disclose such information unless and until they have received advice from the University's Information Rights Manager or other member of the University Secretariat.

9.3 Staff agree that during their employment they will:

- a) not without proper authority remove from the University's premises, any confidential information
- b) if the University requests, electronically delete or otherwise destroy all confidential information in their possession or under their control and destroy all other documents and tangible items (including back-ups and/or extracts of them) in their possession or under their control which contain or refer to any confidential information.

9.4 Nothing in this Agreement shall preclude a member of staff from making a protected disclosure in accordance with the provisions set out in the Employment Rights Act 1996.

10 UNIVERSITY PROPERTY

10.1 Any property of the University shall remain the property of the University (except for intellectual property belonging to a member of staff under clause 11) and shall be handed over by staff to the University on demand and in any event on the termination of employment.

11 INTELLECTUAL PROPERTY RIGHTS

Patents

11.1 As between a member of staff and the University, the ownership of all inventions made by the member of staff will be determined in accordance with section 39 of the Patents Act 1977. If at any time during their appointment a member of staff (whether alone or with any other person or persons) make an invention, they shall promptly disclose to the University full details, including drawings and models, of such invention to enable the University to determine whether the invention belongs to the University. If the invention does not belong to the University by reasons of the Patents Act 1977, the University shall treat all information disclosed to it by the member of staff as confidential information and the property of the member of staff. If the invention does belong to the University, the member of staff shall do all things necessary or desirable to enable the University, or its nominee, to obtain the benefit of the invention and to secure patent or other appropriate forms of protection for it throughout the world.

11.2 In the best interests of the individual and the University formal arrangements should be agreed relating to such commercial exploitation and any financial benefit arising, and if appropriate be subject to the terms of any relevant research grant.

11.3 Each case will need to be considered in the light of the individual circumstances applying, for example, the balance between University time and resources and those privately invested by the individual concerned. Subject to variation depending upon the circumstances, normally the apportionment of income deriving from such commercial exploitation will be on the following scale:

- (i) The first call on income is a payment to the individual(s) involved of up to £4,000 (this should be viewed as an advance allocation of part of the share of the first £15,000 (net of University outgoings) received):

Income £0 gross - £4,000 gross: 100% to the individual(s)

- (ii) The next call on income is the recovery of all outgoings by the University; for example patent and legal costs, thus reducing the *gross* income to a *net* sum.
- (iii) Further income, received after the initial payment of £4,000 has been made and after the recovery of University outgoings, is apportioned as follows:

£0 - £15,000 net	70% to individual(s)
	15% to host Department
	15% to University

(Assuming net income of £15,000 has been received, the individual(s) will receive a total of £10,500 which *includes* the initial payment of £4,000.)

£15,000 - £75,000 net	50% to individual(s)
	25% to host Department
	25% to University

Greater than £75,000 net	1/3rd to individual(s)
	1/3rd to host Department
	1/3rd to University

- 11.4 Any payments to individual(s) must take account of both employees' and employer's national insurance contributions. Thus in case i) the £4000 is a gross sum, from which any employer's national insurance contribution should be taken prior to payment. This calculation of national insurance contribution applies to all other payments to individual(s) under scenarios ii) and iii).

Copyright and Design

- 11.5 Members of staff shall promptly notify the University of all copyright works (including computer software) and all designs (whether registered or unregistered) made, whether alone or with others, in the course of employment. Under the provisions of the Copyright, Designs and Patents Act 1988 and the Registered Designs Act 1949, as amended, the rights in such works or designs shall normally be the property of the University. In the case of the commercial exploitation of copyright works (including computer software) and designs (whether registered or unregistered) made in the course of employment, members of staff are required to consult with the University in order that appropriate arrangements are agreed. The University may not always seek to benefit from any rights in copyright works and designs which it may have as employer.
- 11.6 Notification by members of staff of possible patents, copyright and designs shall be through their Head of Department to the Research and Enterprise Development Office and University Secretary. In relation to entering into any contracts with outside bodies on behalf of the University, members of staff must consult through their Head of Department with the Registrar and the Research and Enterprise Development Office.

12 WORKWEAR AND EQUIPMENT

12.1 If staff are issued with workwear or equipment they:

- (a) must ensure that they use it whenever necessary, or as required, and in accordance with the University's Health and Safety Policy; and
- (b) must tell the University as soon as it needs replacing whether due to damage, defect or for any other reasons.

13 INTERCEPTION OF COMMUNICATIONS

13.1 Under the provisions of The Regulation of Investigatory Powers Act 2000, The Data Protection Act 1998, The Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 and any other relevant legislation in force from time to time, the University may, if it considers it reasonable in all the circumstances, monitor and record a member of staff's communications (including but not limited to e-mails, internet access and telephone communications) during their employment.

14 DISCIPLINARY, DISMISSAL AND GRIEVANCE PROCEDURES

14.1 The University's disciplinary, dismissal and grievance procedures are set out in the relevant Ordinances. These procedures do not form part of your terms and conditions of employment.

(See University Ordinances at <http://www.bris.ac.uk/hr/policies/>).

14.2 If staff wish to raise any grievance relating to their employment (other than a grievance relating to any disciplinary action other than a warning) they should raise the grievance in writing with their immediate manager. (See Ordinance 32). If a member of staff is dissatisfied with any disciplinary decision or a decision to dismiss them, they may appeal in writing to the University Secretary.

15 DATA PROTECTION

15.1 Staff consent to the University (or any agent thereof) processing personal data relating to them for the purposes of the administration and management of the business of the University and its employees and to ensure compliance with any applicable laws, regulations and procedures.

15.2 Staff agree to abide at all times by the provisions of the Data Protection Act 1998 in relation to any processing by them of the personal data of others.

16 RULES AND PROCEDURES

16.1 During the course of employment, staff are expected to comply with all of the University's employee rules, regulations, statutes, ordinances, procedures, policies and codes of practice (including but not limited to those relating to health and safety, the use of computers and data protection).

17 COLLECTIVE AGREEMENTS

17.1 There are a number of collective agreements that may affect employment and these are available from Human Resources. See web site or contact Human Resources for hard copies.

17.2 These terms and conditions are collectively agreed with the recognised Trade Unions. From time to time variations in terms and conditions of employment will result from national and local agreements.

18 ENTIRE AGREEMENT

18.1 This Agreement, together with the member of staff's offer letter and the Particular Terms that are appended to this Agreement, set out the terms and conditions upon which staff are employed by the University and shall be in substitution for and shall supersede any prior arrangement or understanding (whether oral or written) relating to employment between the parties. Staff should note that although policies and procedures which are contained in the University's Ordinances are referred to in this Agreement they do not form part of a member of staff's terms and conditions of employment. Similarly, other policies and procedures, which are referred to in this Agreement and which are to be found on the University's Human Resources website, do not form part of a member of staff's terms and conditions of employment.



Appendix

PARTICULAR TERMS AND CONDITIONS OF EMPLOYMENT FOR STAFF ON GRADES A TO I (inclusive and equivalent)

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1 WORKING HOURS

- 1.1. Full time staff are required to work a 35-hour week, which will normally be worked over five days which may include Saturdays and Sundays. Exceptionally, the University reserves the right to vary a member of staff's working hours as necessary to meet operational requirements. Any such change will be subject to appropriate consultation and notice and pay amended accordingly.
- 1.2. All staff who work for more than 6 continuous hours on one day will be required to take an unpaid break of not less than half an hour. This is usually taken as a lunch break. Workers under age 18 are entitled to a paid break after the first 4.5 hours worked on each day.
- 1.3. Work patterns will be determined locally.
- 1.4. It is recognised that the normal break for lunch is one hour. In addition, it is good practice for staff to be encouraged to take a refreshment break during the course of the morning and the afternoon as follows and as agreed with the individual's line manager. Either:
 - a) a paid working break, taken where the individual remains available for work: 30 minutes per week is allowed for 'down time' to prepare refreshments; or:
 - b) an unpaid (save for the first 30 minutes in any week which is paid) non-working break taken for an agreed length of time away from the immediate workplace where the individual is not available for work. Where appropriate the weekly working pattern will be extended accordingly.
- 1.5 The University of Bristol recognises that flexible working hours can provide benefits to both the employer and the employee and discussions around flexibility may be initiated by managers, a group of staff, or an individual.
- 1.6 In all cases, the operational requirements of the University must be taken into account and, therefore, any flexible working arrangements must be agreed between the group/individual and the manager. However, requests from groups or individuals will not be unreasonably refused.
- 1.7 Within the context of flexible working, working patterns will be variable and in cases where additional working hours are accrued by agreement with the line manager, it is expected that time off in lieu ("TOIL") will be taken to compensate. Such TOIL will be taken by agreement with the manager and it is normally expected that it will be taken within a relatively short period of time, usually within one month. However, it is recognised that due to the cyclical nature of operational activity in some parts of the University, it may be appropriate to agree to operate flexibility in the shape of an extended working week/pattern over longer periods such as a term, or even a year, with appropriate TOIL being taken within that period.
- 1.8 Where flexible working arrangements are adopted by the employee, TOIL will be taken at plain time i.e. hour for hour. Full details of the University's flexible working policy can be currently found at <http://www.bris.ac.uk/hr/policies/>.

2 ENHANCED PAYMENTS

2.1 Overtime

Occasionally staff may be asked to work overtime. In such circumstances the following rates will apply. These rates only apply where hours exceed 35 hours per week.

	<u>Hourly Rate</u>
• Hours up to and including 35	x 1
• Monday – Friday	x 1 ½
• Saturdays	x 1 ½
• Sundays	x 2
• Bank Holidays – Staff will receive a normal days pay (already paid as part of annual salary) plus hourly rate x the number of hours worked, plus time off in lieu (TOIL) or paid time if time off is not operationally viable.	
• Closure Days – Staff will receive a normal days pay (already paid as part of annual salary) plus hourly rate x the number of hours worked or, if preferred and operationally viable, TOIL for the number of hours worked.	

By agreement with the appropriate manager and subject to operational requirements, staff may choose to take TOIL instead of payment for the overtime worked. Where this is agreed the following arrangements will apply:

- All hours worked Monday – Friday 1 hour worked = 1 hour's TOIL
- All hours worked on Saturdays 1 hour worked = 1 hour's TOIL, plus the additional ½ hour enhancement to be paid unless TOIL is exceptionally agreed
- All hours worked on Sundays 1 hour worked = 1 hour's TOIL, plus the additional 1 hour enhancement to be paid unless TOIL is exceptionally agreed.

2.2 Working Time Directive and Overtime

Normally, staff are entitled to a rest period of not less than 11 consecutive hours in each period of 24 during which they work. However:

Voluntary Overtime at Instigation of Employee

If the overtime is voluntary, i.e. the employee has sought the overtime and the line manager has agreed it, then the normal start time of the employee's next period of work will be applied even if this results in a break totalling less than 11 hours.

Required Overtime at the Instigation of Employer

If the overtime is required of the employee, i.e. that they have no choice in whether to work the additional hours (for example, in cases of unforeseen emergency), the subsequent start time of the employee's next period of work will be adjusted to incorporate a minimum break of 11 hours with no loss of pay.

Overtime by Agreement

Where the overtime has been requested by the employee, (but they have discretion as to whether or not they work it,) then arrangements for the rest period should be agreed at the time that the overtime arrangements are discussed. The arrangements will vary depending on the degree of discretion available to employer and employee and may be agreed as either:

- (i) the application of the normal start time, or:
- (ii) the granting of some degree of compensatory rest, in order to incorporate the full 11 hour break. If this option is taken then this period of the normal working day may be paid, depending upon the circumstances.

2.3 **Split Shift Payments**

Full-time and part-time employees who work a split shift where the break is of two or more hours are paid a supplement of 12p per hour for all hours worked during that split shift.

2.4 **Shift Payments**

The following shift premiums will be paid on a member of staff's basic pay:

- a) alternating shifts will receive a premium of 16% of basic pay; An alternating shift is a working cycle which alternates in immediate succession or overlaps to cover a period of 11 hours or more in 24 hours.
- b) the rotating 7 day shift will receive a premium of 25% of basic pay; A rotating shift is a working cycle which rotates in immediate succession to cover a period of 24 hours.
- c) 7 nights over 7 days will receive a premium of 25% of basic pay.

Shift premiums will only be paid when the University requires such a working pattern and will not be paid for individually requested variation to working patterns.

For staff who are in receipt of a shift payment and agree to work overtime on their scheduled rest days, the following enhancements will apply:

Any overtime will be paid at the rates outlined in section 2.1.

2.5 **Unsocial Hours**

- a) A member of staff who works at least 50% of their normal working week on a Monday to Friday and is required to work on a Saturday or Sunday is paid at the following enhanced rates:

Hourly rate x 2 Sunday

Hourly rate x 1.5 Saturday

- b) Staff who work on Bank Holidays will receive a normal day's pay plus the number of hours worked at plain time plus time off in lieu
- c) Staff who work on Closure Days will be paid a normal day's pay plus the number of hours worked at plain time or time off in lieu

- d) Staff who work Unsocial Hours will be paid at their normal hourly rate x 1.1 for the first 2 hours worked between 8.00 pm and 6.00 am. and their hourly rate x 1.2 for any remaining hours worked between 8.00 pm and 6.00 am.
- e) Staff who undertake Night Work will be paid the night work rate only when more than 50% of the normal working hours fall between 8.00 p.m. and 6.00 a.m.

Night work rate is the hourly rate x 1.3 and is paid for hours worked between 10.00 p.m. and 6.00 a.m.

N.B. This rate does not apply to shift workers.

2.6 Where two or more enhanced rates apply to the same hours of work, pay is calculated on the basis of the highest of these enhancements.

2.7 **Stand-in Duties**

- a) Any employee required to undertake the duties of a job on a higher grade for a period of at least one month will be paid at the rate of the higher grade during the period providing all the duties and responsibilities of the higher grade job are undertaken. The higher rate continues to be paid for each full day of stand-in duty worked continuously thereafter. This does not apply where the requirement to act as Deputy has been taken into account in the grading of the post. Where the job is such that full duties of the higher role can be undertaken in their entirety from the first working day, staff will have this entitlement paid from the first full day.
- b) Where less than the full duties and responsibilities of the higher grade job are undertaken the Head of Department, in consultation with Human Resources, will consider appropriate remuneration.

3 **INITIAL SERVICE REVIEW**

3.1 All new appointments are subject to an initial service review period of six months in accordance with Ordinance 26. This period may be extended subject to Ordinance 26. During the initial service review period suitability for the post will be established. Throughout the initial service review period a member of staff's suitability will be reviewed and if found satisfactory his/her employment will be confirmed at the end of the period. For further information please see Ordinance 26 which is currently available at <http://www.bris.ac.uk/hr/policies/>.

4 **HOLIDAY**

4.1 Holiday pay will be calculated using the basic rate of pay. All entitlements are pro rata for part-time staff.

4.2 The annual leave entitlement will be 38 days rising to 40 days. This entitlement is made up as follows:

a) **Annual Leave** (23 days)

Staff will be entitled to 23 days to be taken at any time during the year, subject to operational requirements and the approval of the Head of Department who will not unreasonably withhold consent.

b) **Long Service Leave** (2 additional days after 5 years service)

Staff will be entitled to 2 additional days' leave in the leave year following the completion of 5 years' continuous service.

c) **Public Holidays** (currently 8 working days)

Staff will be entitled to paid leave currently on New Year's Day, Good Friday, Easter Monday, May Day, Spring Bank Holiday, late Summer Bank Holiday, Christmas Day, Boxing Day.

d) **University Closure days** (7 working days)

Staff will be entitled to paid leave currently on Easter Tuesday, the day after Late Summer Bank Holiday, and on 5 other days to be fixed each year around the Christmas break.

4.3 Holiday in addition to the above holiday entitlement may be taken in the following circumstances:

a) **Recognised First Aiders** (1 additional day)

Staff who become a trained and departmentally recognised first aider are entitled to an additional one day's leave each holiday year in addition to the above entitlements while they continue in the role.

b) **Union Safety Representatives** (1 additional day)

Union safety representatives are entitled to an additional one day's leave in each holiday year in addition to the above entitlements, while they continue in the role.

4.4 **Holidays for Part-time Staff**

a) Entitlements apply equally to full and part time staff. Part-time staff who work the same number of fixed hours per day for 5 days a week throughout the year will have the same number of days' holiday entitlement as full-time staff. Payment for each day of holiday is calculated on the same basis and for the same number of hours as payment for a normal working day.

b) For part-time staff working fewer than 5 days per week and/or variable daily hours, the entitlement to annual leave, bank holidays and days of closure will be aggregated and converted into a total annual allowance for leave and bank holidays, expressed in hours e.g.

Wednesday	8 hours per day
Thursday	5 hours per day
Friday	<u>3 hours per day</u>
	<u>16 hours per week</u>

To achieve average hours per day $16/5 = 3.2$ hours per day

$3.2 \times$ total leave (including long service (if applicable), closure and bank holiday days) = holiday entitlement expressed as hours per year. To calculate annual leave entitlement, deduct bank holidays and closure days that fall on a normal working day from the total number of hours leave by deducting the appropriate number of normal working hours for those days taken.

4.5 **Holidays for Term Time Only Staff**

- a) Term-time only staff are not eligible to take paid leave during term-time. Instead, staff will receive holiday pay normally paid in two instalments at the end of the summer term and at Christmas.
- b) Holiday entitlement for term-time only staff is calculated on the same basis as for other part-time staff.

Example 1: A member of staff working full-time for 30 weeks of the year would be entitled to $30/52 \times 38 = 22$ days.

Example 2: A member of staff working full-time for 34 weeks of the year would be entitled to $34/52 \times 38 = 25$ days.

Bank Holidays and Days of Closure will be counted as holiday only where and to the extent that they would normally be working days.

N.B. *If such staff work less than 5 days a week, their payment for holiday is reduced accordingly e.g. if they work 4 days a week they are entitled to four-fifths of the calculation.*

- c) Payment for the Spring and Summer Terms is made up as a lump sum payment at the end of June. The remaining days are paid at Christmas.
- d) If under exceptional circumstances the lump sum arrangements of payment are not convenient, term-time only staff may be able to make alternative arrangements if they write to the Salaries Office.
- e) Any period of absence of term-time only staff during term-time is at the discretion of the Head of Department and is usually regarded as leave without pay.

4.6 **General Principles**

- a) The leave year runs from 1 January to 31 December.

- b) Requests for leave should be submitted with reasonable notice.
- c) Individuals are entitled and strongly encouraged to take at least 10 days of their annual leave entitlement in either a fortnight block, or two individual weeks during the leave year.
- d) In the first year of service, annual leave shall accrue in proportion to completed calendar months of service in that leave year.
- e) In some cases leave may be fixed by the University subject to group and operational requirements. Consultation will take place with staff prior to the beginning of the leave year in such cases. No more than two weeks' annual leave will be fixed in this way.
- f) Annual leave shall normally be taken in the year in which it accrues, and not more than 5 days' entitlement may be carried forward into the following year, unless exceptionally agreed by a member of staff's Head of Department.
- g) All staff accrue leave entitlement during paid sickness leave. Where staff have not been able to take their full leave entitlement in any given leave year due to sickness absence, they are entitled to carry forward a maximum of twenty days' leave to be taken during the next leave year. No payment will be made for any untaken leave.
- h) If staff are off sick during their holiday, the holiday entitlement will only be reimbursed upon production of a medical certificate. Employees will not be similarly reimbursed if they are sick during Bank Holidays, or any other days of University closure.
- i) Holiday entitlement is calculated on full months of service i.e. total annual entitlement divided by the number of full months' service in any leave year and rounded up to full days' leave entitlement.
- j) If, on the termination of employment, staff have taken more holiday than their accrued entitlement, a sum in respect of the excess holiday taken may be deducted from any sums due. If, on the termination of employment, staff have accrued but not taken holiday entitlement, the University may either require them to take such untaken holiday during any notice period or make them a payment in lieu of such untaken holiday. Any deduction or payment in lieu made shall be calculated on the basis of 1/260th of staff's basic annual salary for each day of excess or untaken holiday (as appropriate).

5 PENSION

5.1 With the exception of those covered by paragraph 5.4, staff on grades A to I and equivalent will be eligible to participate in the University of Bristol Group Pension Plan (UBGPP), subject to the rules of the scheme. On taking up employment, new staff will be enrolled into this Scheme with effect from their appointment start date, although they may exercise the right to opt out. Staff who joined the University of Bristol Pension and Assurance Scheme (UBPAS) before 1 October 2010 will be eligible to continue their membership of that scheme, subject to the rules of the scheme and provided that there is no break in continuous service.

- 5.2 The University operates a Pension Salary Exchange scheme for eligible staff in UBPAS, UBGPP, and USS. Under the Pension Salary Exchange scheme, basic salary and any other pensionable pay elements are reduced by an amount equivalent to the normal employee pension contributions. The University will increase its contribution by a corresponding amount. The Pension Salary Exchange scheme enables staff to make National Insurance savings.

Under the rules of the Pension Salary Exchange scheme, new employees who become members of UBGPP or USS, and who are eligible to participate in Pension Salary Exchange, will be automatically enrolled in the arrangements unless they opt out.

Where staff are in the Pension Salary Exchange scheme, the University will use the term “Reference Pay” to mean basic salary before taking account of any Pension Salary Exchange. The sum of the post Pension Salary Exchange salary and pensionable allowances, together with the full value of any non-pensionable allowances, will be referred to as “Adjusted Pay”. Please refer to the Pension Salary Exchange Scheme at <http://www.bris.ac.uk/hr/salaries/sal-exchange/> for further information.

Where staff do not participate in the Pension Salary Exchange scheme, they will pay employee pension contributions as requested by the rules of the pension scheme. The University will deduct these contributions from the member of staff’s salary.

- 5.3 Membership of UBGPP is subject to the terms agreed between the University and the Scheme provider. The terms of UBGPP may be varied from time to time. The University reserves the right to vary or withdraw its sponsorship of the scheme, following consultation.
- 5.4 USS membership will be offered to all staff on the academic career pathways 1, 2 and 3 regardless of their grade. In addition, USS will be offered to staff appointed to Grade I in a specifically identified “training/career grade” role, where the University identifies a clear expectation for the role to be delivered at Grade J, and provides a development plan to support the individual to develop to meet that requirement. On taking up employment, new staff will be enrolled into this scheme with effect from their appointment start date, although they may exercise the right to opt-out. Membership of USS is subject to the terms of the scheme’s trust deeds and rules and the law in force from time to time.
- 5.5 Staff who join the Faculty of Health Sciences and who are existing members of the NHS Scheme can either stay in that scheme or join UBGPP (or USS if covered by section 5.4). Under the rules of the NHS Pension Scheme, the University is unable to operate a Pension Salary Exchange Scheme for the NHS Pension Scheme.
- 5.6 Staff participating in a group pension plan, such as UBGPP will be contracted in to the State Second Pension Scheme. Contracting in to the State Second Pension Scheme will cease on 6 April 2016. Information on this change can be found at www.bristol.ac.uk/hr/pension-comms/. Full details of all the University’s schemes are available from the Finance Office.
- 5.7 The University reserves the right to amend or discontinue the Pension Salary Exchange scheme should the University determine that it is appropriate to do so,

taking account such relevant matters from time to time including changes to UK tax and National Insurance Contributions legislation.

6. TERMINATION OF EMPLOYMENT

6.1 Members of staff are required to give the University one month's notice of termination.

6.2 Staff are entitled to receive one month's notice of termination of appointment. After 5 years' service this is increased to one week's notice for each continuous year of service completed up to a maximum of 12 weeks' notice for continuous service of 12 years or more.

6.3 In the event of dismissal by reason of redundancy, staff will be given a minimum notice provision, as follows:

(a) With the exception of staff covered by paragraphs (b) to (e), for whom protected arrangements will instead apply, staff will be given a minimum notice provision as follows in the event of dismissal by reason of redundancy:

- Staff employed by the University for less than 5 years - 3 months
- Staff employed by the University for at least 5 years but less than 7 years - 4 months
- Staff employed by the University for at least 7 years but less than 9 years - 5 months
- Staff employed by the University for 9 years or more - 6 months

(b) All staff employed by the University on a permanent academic or academic related contract before the 1 October 2004, or offered such employment on such terms before that date, will retain the right to a minimum of one year's notice in the event of redundancy.

(c) All staff employed by the University on an academic or academic-related contract at the 1 October 2004 and who were offered a permanent contract on or after the 1 October 2004 will be entitled to a minimum of 6 months' notice in the event of redundancy.

(d) All staff employed by the University on a permanent support staff contract at 30 April 2006, and those employed at that date on a fixed term contract who subsequently transferred to a permanent contract, will be entitled to a minimum of 6 months' notice in the event of redundancy.

(e) The employment of a member of staff, who is employed on a fixed term contract and who is subsequently selected for dismissal in a situation of general redundancy, will end either at the termination of the fixed term contract or following 3, 4, 5 or 6 months' notice of redundancy in accordance with his or her length of service as set out in (a) above, whichever is the earlier.

6.4 The University shall be entitled to dismiss staff at any time without notice or compensation if staff have committed any act of gross misconduct. See Ordinance 28 on Conduct.

- 6.5 During any period of notice of termination (whether given by the University or a member of staff) the University:
- a) shall not be obliged to provide any work for that member of staff and may withdraw any powers vested in or duties assigned to that member of staff or assign him/her to other duties;
 - b) may exclude that member of staff from any premises of the University or any associated NHS Trusts; and/or
 - c) may require that member of staff not to contact or attempt to contact any specified employees of the University or associated NHS trusts, students and patients provided always that throughout any such period the member of staff will continue to receive their salary and any other contractual benefits and their contract of employment obligations shall remain in full force and effect including their duties of good faith.

7. OUTSIDE WORK

- 7.1 Staff will not be directly or indirectly employed or engaged in any other business or undertaking to the extent that such engagement prevents or inhibits them from carrying out their duties or puts them in a position where their interests conflict with those of the University.
- 7.2 Please note that under the Working Time Regulations staff should inform the University, if the University is their primary employer, of secondary employment which exceeds the amount set out in the regulations. (Please contact Human Resources for information).