

TERMS OF EMPLOYMENT

STAFF IN POSTS AT LEVELS 6–9

Except where otherwise stated these conditions govern appointment to those staff employed in posts in levels 6–9 as defined by the University's grading structure.

The appointments of all members of staff are subject to the Charter, Statutes, Ordinances and Regulations of the University, which the University may amend or vary from time to time in conjunction with the Privy Council as required, and to the agreements reached from time to time between the University and the relevant Trade Union referred to in the Procedure Agreements.

In the event that you have any questions relating to these terms of employment, please contact your link HR Adviser.

1. Position/Role

This is set out in your letter of appointment

2. Main Duties

These are set out in your role description, or as reasonably required by your Head of Department or Line Manager from time to time.

The University reserves the right to ask you to undertake other work activities on behalf of the University in line with your grade, skills, capability and training as may be reasonably required from time to time.

3. Start of Employment & Continuous Employment

These are set out in your letter of appointment, as appropriate.

4. Grade of Post

This is set out in your letter of appointment. The University operates a single job evaluation scheme and the grade of your post will be determined through the University's job evaluation scheme and policy as developed, agreed and amended from time to time between the University and the relevant Trade Unions.

5. Eligibility to Work in the UK

Your employment with the University is subject to you providing the required documents evidencing your eligibility to work in the UK.

If you do not have eligibility to work in the UK, your appointment will be conditional upon the University sponsoring you under Tier 2 of the Points Based System.

Further information on eligibility requirements can be found on the HR Immigration web pages, alternatively you should contact the HR Immigrations Officer.

6. References/Proof of Qualifications

The offer of appointment may be conditional upon the receipt by the University of satisfactory written references and proof of qualifications. If, for any reason, the University has not received satisfactory references and/or proof of qualifications by

the start of your appointment, your appointment to the University will remain conditional and the University may elect to terminate your offer of employment without notice. The University may agree a revised date by when it must receive satisfactory references and/or proof of qualifications.

For staff at levels 6 to 9 you will be required to provide the names of two referees, one of which should be your most recent immediate line manager. The exact requirements for proof of qualifications will be determined in each case by the Chair of the appointing panel or Head of Department/Line Manager.

7. Disclosure and Barring Service Check

Certain roles within the University contractually require a Disclosure and Barring Service (DBS) check and this will have been specified in the vacancy details. In accordance with the University policy, you may therefore be required to undertake a check by the DBS before you are permitted to undertake work involving contact with children or vulnerable adults. The University uses an external third party to process DBS checks, however all information is managed with complete confidentiality. Further information about the DBS process operated within the University can be found on the website.

8. Medical Condition

The University reserves the right to require you to complete a medical questionnaire, eye test, and/or undergo a medical examination as a condition of employment to an appointment and, if considered necessary, to any future internal transfer or internal promotion to a different post.

9. External Funding

If your employment is dependent on funding from an external body or organisation, details will be set out in your letter of appointment. If this is the case, your appointment and ongoing employment will also depend on the continued availability of funding as specified in your letter of appointment. If employment is terminated, this will be subject to the notice period specified in Section 10 'Termination/Notice Period'.

For the avoidance of doubt, if your role is indefinite but linked to fixed term funding, your ongoing employment will be subject to further funding being secured from external sources.

10. Termination/Notice Period

Indefinite Appointments

The University may terminate your appointment by giving at least three (3) months' written notice to expire at the end of a calendar month. If you wish to resign from your employment with the University you are required to give at least three (3) months' notice to expire at the end of a calendar month, in writing, to the University.

If your period of notice is greater than the (3) months above it will be set out in your letter of appointment.

The University reserves the right to require individuals to work their full notice unless otherwise agreed in writing by the Head of Department. Your notice in writing must be sent to your Head of Department/Line Manager.

Job Share

If your appointment has been offered on a job share basis, please note that in the event of your job share partner resigning, the status of the existing arrangements will be subject to review. You may be consulted with, and if it is decided that the job-share arrangement cannot be continued, the post may be offered to you on a full-time basis.

Fixed Term Contracts

If you are appointed for a fixed term, this will be set out in your letter of appointment. For fixed-term appointments, the rights on notice of termination as outlined above apply only during the period of the fixed term and will terminate no later than the end of the fixed term, but if no further notice is given your *employment will automatically terminate at the end of the fixed term.*

Maternity Leave Cover

If your appointment is to cover a member of staff who has gone on maternity leave, the appointment may be terminated earlier than the original end date, if the maternity leaver decides that they wish to return to their job earlier than originally indicated. Similarly, should the maternity leaver request to extend their period of leave for longer than originally intended you may be offered an extension to your fixed term contract.

11. Probationary Period

A probationary period may apply to your appointment and if so is set out in your letter of appointment. It will normally be a period of six (6) months but may be defined for a longer period. Any probationary period may be extended if there has not been the opportunity to review performance against significant seasonal aspects of the role or if the period has been disrupted due to sickness or absence. The probationary requirements and procedures for non-academic posts are set out in a separate University policy, as amended from time to time, which can be found on the University's Human Resources website.

It is expected that you will successfully complete your probationary period, but where this is not the case, either your appointment may be terminated with due notice, or your probationary period extended. In any case where the appointment is not confirmed because you have not successfully completed your probationary period, you may appeal against the decision and have the right of representation in line with the probationary procedures for your post.

If your appointment is for a fixed-term period, which is less than the standard probationary period for your post, your probationary period may be extended in line with usual probationary requirements if your contract of employment is extended.

12. Place of Work

Your normal place of work is one of the campus locations of the University of Warwick. If your normal place of work is not within the University campus, this will be stated in your letter of appointment.

The University may request that you change your normal place of work to such other buildings within the campus, premises of the University or any other location

as may reasonably be required in order to fulfil the duties and requirements of the post. This may be on either a temporary or indefinite basis.

13. Residence

It is a condition of your appointment that you must live within a reasonable travelling distance of your place of work in order to fulfil all of the duties and responsibilities of your role. The University has a relocation policy, for which you may be eligible, details can be found on the University's HR website.

14. Hours of Work

The standard working week is 36.5 hours (excluding meal breaks) normally worked from Monday to Friday, although you are expected to work such hours as are necessary to meet the responsibilities of your position (including weekends if necessary). If you find that you are regularly working excessive hours to discharge your responsibilities you should draw this to the attention of your Line Manager.

The University operates its activities over seven (7) days.

Details of your normal working week and/or working pattern will be specified in your letter of appointment, including if you are required to work more than five (5) days a week or to work a different working pattern to include weekend working. Your actual time of starting and finishing work and your specific working pattern will be determined by your Head of Department/Line Manager as appropriate and you will be consulted and given reasonable notice of any change in line with departmental requirements.

All contractual working days will attract sick pay entitlement.

Where the duration of your working time is largely not measured or pre-determined and can be self-determined to a significant extent you are not bound by the provisions of the Working Time Regulations' limits on average hours.

You may be requested to work reasonable additional hours on any day of the week to meet the needs of the organisation. If requested, you are expected to carry out such work subject to reasonable notice, reasonable instructions and individual circumstances. The frequency of these requests will not be excessive or unreasonable.

You are not eligible for overtime payments.

15. Salaries and Increments

Your starting salary is specified in your letter of appointment.

Your salary will normally be paid on the 24th day of each month or the preceding working day by BACS transfer into a UK bank account nominated by you. It is your responsibility to notify the Payroll Office in writing of any changes to your bank details.

For staff in posts at levels 6 to 8

Increments for staff at levels 6 to 8 in the University's grading structure are paid on 1 October each year, until reaching the maximum of the grade. If you are appointed after 1 April, you will receive your first increment on 1 October in the following year.

For staff in level 9 posts

There are no increments for staff in post at level 9 in the University's grading structure. You will be included in an annual Senior Staff Review Scheme (the Scheme) conducted by the Vice-Chancellor. Any salary increases as a result of the review process are normally effective from 1 June each year. The Scheme, and how it is applied, is entirely discretionary and non-contractual. The University reserves the right to amend or withdraw the Scheme with or without notice.

16. Standby and Callout Arrangements

You may be required to be on standby (i.e. to be available for work) or be required to be called into work (i.e. to attend work) to respond to emergency situations outside your normal working hours. If you are required to be on standby you will be eligible to receive a standby allowance as specified in the Allowances Policy. Any such requirement will be confirmed by your Head of Department/Line Manager and, where a regular feature of your employment, in your letter of appointment. This policy, as amended from time to time through consultation and agreement with the relevant Trade Unions, can be obtained from your Head of Department or Line Manager, link HR Adviser or from the University's HR website.

Additionally, any member of staff may be requested to respond to emergency situations, and it is expected that they will make reasonable efforts to comply with a request. Compensation for hours worked under such circumstances will be by time off in lieu (*on an hour for hour basis*).

17. Responsibility Allowances/Stand-in Duties

You may be requested to undertake duties or responsibilities on a temporary basis of a job on a higher grade. The University will pay you a Responsibility Allowance payment in line with the Responsibility Allowance policy. This policy, as amended from time to time through consultation and agreement with the Trade Unions, can be obtained from your Head of Department or Line Manager, link HR Adviser or from the University's HR website.

18. Pension

With effect from the first day of employment, staff in posts at levels 6–9 of the University's grading structure will automatically be enrolled into the Universities' Superannuation Scheme (USS).

Full details of USS may be obtained from Pensions Administration in Human Resources. Your membership of, and rights under, USS are subject to the rules of USS from time to time in force and at the complete discretion of the Trustee of USS.

Salary sacrifice

You will also automatically be entered into a salary sacrifice arrangement in order to pay your contributions to USS. Under this arrangement, your base salary will be reduced by an amount equal to the amount of your pension contributions and the University will pay an amount equal to your pension contributions to USS on your behalf.

Full details relating to the salary sacrifice arrangement for your scheme may be obtained from Pensions Administration in Human Resources.

Opting out

If you wish to opt out of USS or opt out of the salary sacrifice arrangement on or after your first day of employment, you should do so following the instructions set out in the relevant letter or USS guide.

Auto Enrolment

If you opt out of USS, under government pension legislation (auto enrolment) the University may be required to re-enrol you automatically into an appropriate workplace pension scheme in the future. You will be informed at the time if this applies to you.

Lifetime Allowance

You need to inform the University if you have Lifetime Allowance protections. Although you remain responsible for your own tax position, the University and the relevant pension scheme will need to be aware. If you inform the University that you have Lifetime Allowance protections, you will not be enrolled into pension savings.

19. Review of Performance and Development / Training

The University provides a review system to enable members of staff to have regular and consistent discussions about their role and their longer term development. It is expected that employees can take part in these reviews on at least an annual basis. This process will be determined by the University, details of which can be found on the Learning & Development webpages.

If required you must participate in any general mandatory training/development activities during your employment. Wherever possible any training identified will be arranged within your normal working hours.

20. Holiday Entitlement

Your annual leave entitlement is 34 working days in each leave year (pro rata to hours worked for part-time staff).

From the annual leave entitlement outlined above, the University may require you to take a number of customary days or specific shut down periods as specified by the University or your Head of Department/Line Manager from time to time, plus eight (8) statutory days, pro rata to hours worked for part-time staff.

Holidays must be taken only by prior agreement with your Head of Department/Line Manager and at times convenient to the University.

The University's leave year runs from 1 October to the following 30 September. You must take at least 20 days of annual leave (pro rata for part time employees) during the leave year. Only annual leave in excess of the 20 days may be carried forward into the following leave year, and any leave not taken by 31 March in the calendar year following the leave year shall lapse.

If you give notice of termination of your employment, you should, before you leave, take any accrued but untaken annual holidays proportionate to the period of actual service completed in the current leave year.

If, with the prior permission of your Head of Department/Line Manager, you are unable to take some or all the accrued holiday before you leave, you will be paid in lieu of the accrued but unused holiday entitlement on the termination of your employment.

The University is entitled to make a deduction from any payments made and due to you at the end of your employment for each day's holiday taken in excess of your entitlement.

Further details of the University's policy on holiday including arrangements for term-time-only staff can be found on the HR website.

21. Sickness Notification and Sick Pay Entitlement

The policies and procedures for the management of sickness absence are contained in a separate policy as amended from time to time through consultation and agreement with the relevant Trade Unions, and they can be found on the HR website.

It is your responsibility to notify the University of periods of sickness absence in accordance with the Sickness Management Policy.

Your entitlement to sick pay is summarised in the table below.

Year of Service	Full Pay	Half Pay
During first year of service	3 months	3 months
Second year of service	4 months	4 months
Third year of service	5 months	5 months
Fourth year and thereafter	6 months	6 months

Your overall entitlement to University sick pay is determined by your service at the first date of absence, less any days that have been taken as sick in the twelve (12) months immediately prior to the first date of absence.

You are entitled to University sick pay and statutory sick pay only if you comply with all of the University requirements on sickness notification and if you are genuinely ill. If the University reasonably concludes that you have not complied with the notification requirements or that your illness is not genuine, it is not obliged to pay you sick pay. If so, you will be notified of this, including a statement of the grounds of the decision.

When you are off work due to sickness or if your health appears to be affecting the performance of your duties, the University is entitled to require you to submit yourself to a medical examination of the University's choosing. This process may be managed through a referral to Occupational Health, details of which are contained in the University's Sickness Management Policy.

If you are a member of USS, the provisions relating to ill health retirements are determined by the pension scheme rules. Further information is contained in the University's Sickness Management Policy.

After your sick pay entitlement is exhausted in any rolling year, any sickness absence in the three (3) months following your latest return to work (after any agreed phased return period) will be unpaid. At the end of this fixed three (3) month period your entitlement to University sick pay will be restored subject to the standard qualifications outlined above

22. Disciplinary and Grievance

Your employment conditions include the University's Disciplinary and Grievance policies and procedures for support staff which the University may vary or amend from time to time, as agreed with Trade Unions and representatives. By accepting the position offered by the University you are confirming that you have read and understood these policies.

Details of these policies can be found on the University's HR website and further information or a hard copy can be obtained from your Head of Department/Line Manager or link HR contact.

23. University Financial Regulations

All members of staff are required to comply with the University's Financial Regulations as amended from time to time at the discretion of the University. Copies of the University's Financial Regulations can be found on the Finance website or via your Head of Department. If you fail to comply with the University's Financial Regulations you may be subject to disciplinary action under the disciplinary policy.

24. Health and Safety/Uniform

You have a statutory duty to observe all health and safety rules and to take all reasonable steps to promote the health and safety at work of yourself and work colleagues. Breaches of the University health and safety policy may be subject to disciplinary action.

You may be required to wear uniform or protective clothing as part of your role. Where the University provides protective clothing and/or safety equipment, you must wear/use such items whilst undertaking your role.

To help you avoid eye strain the University offers you a free eye test with the University's nominated optician if the post offered involves working with a computer display screen or VDU. You should contact Human Resources to arrange this. Further free examinations will be available at three-yearly intervals while you continue to use display screen equipment.

25. Other Policies and Procedures

There are a number of other policies and procedures which apply to your employment at the University. The policies and procedures can be found via the HR web pages and will be updated from time to time at the discretion of the University or in consultation and agreement with the relevant Trade Unions (if appropriate).

If you do not have access to a PC, please contact your Head of Department or Line Manager for PC access to review the relevant University policies or to receive a hard copy.

You must familiarise yourself with the relevant policies and procedures (including the others specifically referred to in this contract, such as the disciplinary and grievance, and health and safety procedures) within the first three (3) months of employment, and at all times abide by the requirements of all relevant policies.

If you have any questions about your obligations under any University policy, you should contact your Head of Department/Line Manager or your link HR Adviser.

If you wish to review any specific policies prior to commencing employment at the University, please contact your line manager or link HR Adviser.

26. Trade Union Recognition and Procedure Agreement

The University currently recognises a number of Trade Unions as the appropriate Trade Unions with which to conclude collective agreements for staff. These are UCATT, UCU, Unison and Unite.

All current and future local collective agreements agreed under the Procedure Agreement, and all current and future relevant national collective agreements (agreed between relevant unions and joint negotiating bodies) that the University adopts, have contractual effect and will apply to all staff whether they are a member of the relevant Trade Union or not.

27. Retirement

Unless otherwise specified in your letter of appointment, there is no normal retirement age which applies to your employment. The University may however terminate your employment, in accordance with the notice provisions set out in your terms and conditions, for any reason unrelated to retirement which would apply to any employee. Your pension and retirement rights under the Universities' Superannuation Scheme (USS) are entirely separate, and are at all times governed by the rules of the USS in force and as amended from time to time.

28. Outside Work

You must obtain prior written approval from your Head of Department before you take on any paid external commitments which may conflict with your duties.

It is your responsibility to assess whether prior approval is required. The obligations in this paragraph are in addition to any other obligations on Conflicts of Interests set out in the University's Financial Regulations and associated Financial Procedures.

In line with the University's Financial Regulations, the University maintains a register of external interests of staff where these could represent a conflict of interest with University activities or professional responsibilities. You must declare any interest which could represent a conflict of interest in the appropriate register as set out in the Financial Regulations copied to your Head of Department (or if you are a Head of Department, to the Registrar) and keep your entries updated accordingly as and when any change in circumstances occurs. The University's Financial Regulations and Financial Procedures can be found on the University's Finance website and hard copies can be obtained from the Finance Department.

29. General Obligations

You must perform your duties with good faith and diligence and undertake all reasonable and lawful instructions the University gives you.

30. Confidentiality

You agree that, both during and at any time after the termination of your employment, you will not, (except in the proper course of your duties or services to the University) use, copy, divulge or communicate to any person, firm, employer or organisation any Confidential Information about the University or about any of the University's students, staff, suppliers, agents, customers, funding bodies or organisations, or other stakeholders including those in respect of which the University owes an obligation of confidence to a third party as may be drawn to your attention from time to time.

"Confidential Information" means

- (a) trade secrets and details of and information relating to the University's employees and workers, students, customers, agents, suppliers, funding bodies and other stakeholders, matters of health and safety (including the University's disaster plan), and any information for which the University has a duty of confidentiality to a third party including patients;
- (b) any information, the release of which would damage the University's commercial interests, endanger staff or students, together with any information which is legally privileged;

Both during your employment and for a period of twelve (12) months after the termination of your employment (or such longer period as required by statutory obligation) you must

- (a) not (except in the proper course of your duties or services to the University) use, copy, divulge or communicate to any person, firm, employer or organisation any Confidential Information;
- (b) not without proper authority remove any Confidential Information from the University's premises;
- (c) if the University requests, electronically delete or otherwise destroy all Confidential Information in your possession or under your control and destroy all other documents and tangible items (including back ups and/or extracts of them) in your possession or under your control which contain or refer to any Confidential Information.

This restriction does not apply to Confidential Information which comes into the public domain (other than through your unauthorised disclosure or that of a third party) or which is revealed as required by law.

31. Garden Leave

The University reserves the right, at its sole discretion, to require employees who have resigned with or without the appropriate notice, or who have been given notice to terminate their contract by the University, not to attend their place of work and/or not to undertake all or some of their duties for all or part of the notice period.

In these circumstances, your contract will continue in force until the end of the notice period, and you will continue to receive full pay and other contractual benefits in the normal way until the effective date of termination. You will remain bound by all the obligations and restrictions set out in your contract of employment (including any confidentiality clauses and restrictive covenants contained in your contract), save the duty to attend work where not required. You must, within reason, remain available to be contacted by the University.

Under such circumstances, you will not be permitted to take up employment elsewhere during the notice period (whether that be paid or unpaid) without the prior agreement of the University.

The University reserves the right to allocate the duties and/or responsibilities of your post to a third party during the period of garden leave and to request you to undertake other appropriate work activities.

32. University Property

At the end of your employment, you must return to the University via your Head of Department/Line Manager any University property which may be in your possession or under your control and obtain a written receipt for the safe return of these items from your Head of Department or Line Manager.

33. Intellectual Property/Copyright

The University has a policy on Intellectual Property, which is detailed in Regulation 28 within the University Calendar and in the University's Financial Regulations and Financial Procedures as amended from time to time at the discretion of the University and which can be found on the University's Finance website.

34. Deductions

If the University has made an overpayment to you of any salary or other remuneration, you agree it is entitled to make the relevant deduction from your subsequent salary payment(s). At the University's discretion, members of staff may be given the option to make any such repayments over a period of time, in line with an agreed repayment plan.

If, during or at the termination of your employment, you owe the University any payment or expense or you fail to return University property, you agree that the University is entitled to make the relevant deduction from your salary (or final salary) payment.

The University will let you know and agree with you in advance of the relevant deduction, but its failure to do so will not affect its right to reclaim the money.

35. Reimbursement of Expenses

You are entitled to claim reimbursement for expenses you incur during the proper performance of your duties in line with the University's Expenses policy, as amended from time to time, details of which can be found on the University's Payroll website.

36. Dignity at Work

Every employee has the right to be treated with dignity and respect at all times during their employment, and all members of staff are required to conduct

themselves in accordance with this principle. The University is committed to ensuring that no harassment or victimisation in the workplace, whatever the motivation or manner, is overlooked or condoned. The University has a number of policies and procedures to help members of staff, details of which can be found on the University's HR website.

Addendum for Level 9 Senior Administrative Staff Only

37. Post-Termination Restrictions

For a period of six (6) months after the end of your employment, you agree that you will not (without the University's prior written consent) directly or indirectly, either for yourself or for any other person, firm, company or organisation

- (a) solicit or try to solicit the business or custom of, or deal or try to deal with, any of the University's customers or suppliers (or those of its subsidiaries) where the customer or supplier is one with whom you dealt during a period of twelve (12) months before the end of your employment and in connection with any business of a type carried on by the University (or by its subsidiaries) at the date of the end of your employment;
- (b) entice or try to entice away from the University (or from any of the University's subsidiaries) any person employed by the University (or its subsidiaries) in a senior or skilled capacity with whom you had meaningful contact as a result of your employment with the University during a period of twelve (12) months before the end of your employment;
- (c) within the Midlands be engaged, concerned or interested in any capacity (either for yourself or for any other person, firm, company or organisation) in any business which competes with the business carried on by the University (or by any of its subsidiaries) in which you were involved at or during the period of twelve (12) months before the end of your employment.