



Swansea University
Prifysgol Abertawe

Terms and Conditions of Appointment

Professional Services Staff
(Grades 1 & 2 inclusive)

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Appointments are subject to the Statutes of Swansea University and to the conditions prescribed by resolution of the Council at the time of appointment.

DUTIES

The duties will be as arranged by the Director, commensurate with their level of appointment. The detailed duties will be as set out in the job description.

PROFESSIONAL DEVELOPMENT

Members of the Staff are required to continue their professional development through participation in appropriate training and development courses provided by Swansea University. Members of staff are required to engage in the Professional Development Review process.

OUTSIDE WORK

Members of full time staff are not permitted to hold any other appointment save with the express approval of the Council in exceptional circumstances, nor to undertake any other duties which interfere with the effective discharge of the duties of the post.

FINANCIAL REGULATIONS AND PERSONAL CONSULTANCY

All appointments are subject to the Policy on Personal Consultancy Services and to the 'Regulations for Internal Financial Management' as may be varied from time to time. Non compliance with these Regulations, where appropriate, may be considered as a disciplinary offence. A copy of these Regulations and those for Personal Consultancy Services are given to all appropriate new members of staff on appointment.

SALARIES

The salary scales for staff will be as stated in letters of appointment. The scales are available on the Human Resources Department website: <http://www.swansea.ac.uk/personnel/current-staff/salaries-and-pay/>, or by request from the Human Resources Department.

The salary is payable monthly by direct credit into a named bank/building society account.

Increments are usually payable on the 1 August each year, up to the maximum point of the scale, excluding discretionary points. However, in order to be eligible for incremental advancement, members of staff are required to have completed 6 months continuous employment, at that grade, with Swansea University, i.e., must have been in the employ of Swansea University prior to 1 February of the year in question.

ENHANCED RATES OF PAY

Please note that enhanced rates only apply when appropriate circumstances occur in working arrangements. Where two or more enhanced rates apply to the same hours of work, pay will be calculated on the highest enhancement.

Until agreed otherwise, premium payments will continue on the basis of national and local agreements in force on 31 July 2003.

PROBATION

Appointments are probationary for a period of six months in the first instance and may be confirmed on the satisfactory completion of that period. In the case of appointments which are not confirmed at the end of the one year probationary period, the provision exists for such appointments to be extended for up to a maximum of three months.

In the case of Fixed Term Appointments, these too will normally be probationary. In the case of an initial appointment of less than the normal probationary period, the duration of the appointment will count towards the normal probationary period in the event of the appointment being renewed beyond the initial date of termination.

HOURS OF WORK

The full-time working week is 35 hours which may include Saturday and Sunday.

Meal breaks are unpaid, except where stated in letters of appointment. The actual hours of work will as stated in letters of appointment or, where appropriate, will be according to a rota, which will be issued with letters of appointment.

In accordance with the Working Time Regulations 1998, employees should not work more than an average of 48 hours a week in any specified reference period. An employee may choose to agree to work more than the 48-hour average weekly limit by completing the appropriate opt out agreement. The employee may terminate this agreement by giving four working weeks notice in writing.

Swansea University, as a good employer, will continue to realise as far as practicable the health, safety and welfare of its employees. To this end employees who wish to work overtime should be aware that whether or not they have agreed to work more than 48 hours, the Working Time Regulations 1998 also specify the following:-

- a. Night Work Normal hours of Night Workers must not exceed an average of eight hours for every 24 hours over any specified reference period.

- b. Daily Rest Periods A rest period of 11 consecutive hours between each working day.
- c. Weekly Rest Periods A weekly rest period of not less than 24 hours over a seven-day period. This may be averaged over 14 days. (i.e. an employee is entitled to two days rest over a fortnight).

There are circumstances in which the Daily and Weekly Rest Period entitlements do not apply or are modified by collective agreement. In these cases the employees concerned must be permitted to take an equivalent period of compensatory rest.

HOLIDAY PERIODS

Members of staff on Grades 1 and 2 are entitled to 31 days paid annual leave, which includes six days on dates determined by the University.

Members of staff are also entitled to 8 paid statutory days in addition to their annual leave entitlement.

Such members of staff who join or leave Swansea University during the course of a leave year are entitled to the appropriate proportion of their annual leave based on completed service.

MEDICAL EXAMINATION AND SICKNESS PAY

Appointments are subject to a satisfactory medical examination.

Appointments are subject to the regulations of the Sickness Pay Scheme of Swansea University. A copy of the Scheme and of the University's Statement about Statutory Sick Pay is made available to all employees on appointment.

It is the responsibility of the employee to inform the nominated representative in their College/Department by telephone, as early as possible on the first day of absence. They should indicate the reason for the absence and where possible give an indication of the anticipated duration of the absence.

In exceptional cases a telephone call from a friend or relative will be accepted.

Throughout the period of absence, employees are required to keep their manager (or nominated representative) informed of their progress and when they are expecting to be able to return to work. The frequency of this contact can be agreed, dependant on the reason for the absence and the expected timescale for recovery.

Failure to provide the necessary certification could lead to sick pay being suspended until the documentation is received. In the case of continued failure to provide certification, disciplinary action may be taken.

For periods of sickness between 1-7 calendar days staff must complete a Self Certificate Form, as required by both the University's Occupational Sick Pay Scheme and Statutory Sick Pay procedures. This form will be completed when the individual has returned to work as part of their Return to Work Review. The form is then signed by the Line Manager (or nominated representative) and forwarded to the Human Resources Department.

For periods of sickness lasting more than 7 calendar days staff who are absent due to sickness for more than seven consecutive calendar days must obtain a doctor's certificate. This certificate should be sent to the designated individual in Swansea University on the seventh day of absence, or as soon as practicable.

If the absence continues and further medical certificates are required, then where possible these should be received by Swansea University before the previous certificate expires. In cases where this is not possible, i.e. for reasons outside the individual's control, the individual must inform their line manager prior to the expiry of the current certificate.

Before any return to work, if an absence warrants a Doctor's Statement, such a Statement indicating fitness to return should be produced.

(NB: Please note the importance of providing these Certificates, as under the rules of Statutory Sick Pay, Swansea University is entitled to withhold payment of Statutory Sick Pay if there is late notification of absence).

SAFETY AND HYGIENE

Safety practices and hygiene notices, which contain Safety and Hygiene regulations must be strictly observed.

UNIFORM

Where appropriate a uniform and protective clothing may be issued on confirmation of appointment. These will remain the property of the University and must be returned on termination of employment.

ACCIDENTS AT WORK

In all cases where an injury is sustained at work, the injury must be immediately reported to the Director and an official Swansea University Accident Report must be completed. This is obtainable from the College Health & Safety Coordinator, Security Office or the Internet at <http://www.swansea.ac.uk/estates-and-facilities-management/healthsafety/formsdocuments/>

SWANSEA UNIVERSITY PENSION SCHEME (SUPS)
(THIS ONLY APPLIES TO EXISTING MEMBERS)

Swansea University Pension Scheme (SUPS) is a Career Average Revalued Earnings (CARE) Scheme. It closed to new entrants with effect from 1 January 2012. The information below is therefore for current members only. There are two contribution rates available for members of the SUPS, which can be amended on 1 August each year at the request of the individual. Please contact the Pensions section for more information.

OPTING OUT OF THE SWANSEA UNIVERSITY PENSION SCHEME (SUPS)

You can choose to opt out of SUPS if you want to, but if you stay in you will have your own university pension in addition to the state pension when you retire.

Please note that if you leave SUPS, you will not be able to re-join the scheme. However, if you are still in University employment, you will be automatically enrolled into either the NEST Pension Scheme or in the Universities Superannuation Scheme (USS), where applicable.

For information on pensions and savings for later life visit:
<https://www.gov.uk/workplace-pensions>

Please note that if you are under 75, work or usually work in the UK, and earn over, and earn over the amount set by the government for the current tax year, we must by law:

- continue to maintain your membership of a scheme that meets certain government standards; and
- if your membership of such a scheme ends (and it is not because of something you do or fail to do), we must by law put you into another scheme that meets government standards straightaway.

NEST PENSION SCHEME

From 1 July 2013, employees who are aged between 22 and State Pension Age and who earn above the monthly threshold set by the Government for the current tax year will be automatically enrolled into the National Employment Savings Trust (NEST). Employees contribute 4% of their salary to NEST which is matched by a further contribution of 5% from the University. Under current legislation, NEST will claim a further 1% as tax relief on the employee's contribution. Members of NEST will also be entitled to death in service benefits provided by the University.

Employees who are aged between 16 and 21 and who earn the monthly threshold or more in any given month or employees aged between 16 and 74 who earn less than this, can still join NEST. In order to do so, the employee should contact the Pensions section by sending a signed letter or an email to pensions@swansea.ac.uk containing the phrase "I confirm I personally submitted this notice to join a workplace pension scheme".

Further information about NEST can be found at:

<https://www.nestpensions.org.uk/schemeweb/nest/members/joining-nest.html>

PENSION+

In August 2009 the University introduced Pension+. Pension+ is not another pension scheme but a more effective way of paying your pension contributions. By participating you do not pay national insurance contributions on your contributions.

When you join the Pension Scheme you will automatically be entered into Pension+. Participating in Pension+ forms part of your contractual terms and conditions of employment.

Participation in Pension+ will not affect your pension scheme benefits or your basic state pension. However, please contact the Pensions Section within one month of commencing employment if you wish to opt out of Pension+.

OPTING OUT OF THE NEST PENSION SCHEME

You can choose to opt out of NEST if you want to:

<https://www.nestpensions.org.uk/schemeweb/nest/members/joining-nest/ opting-out.html>

If you wish to opt out of NEST, you will need to do so within one month of the receipt of your NEST welcome pack. You will need to contact NEST directly by following the opt-out information in your welcome pack.

If your completed opt-out request is received within one month of the opt-out start date, you will be removed from the pension scheme. Any payments you have already made will be refunded, and you will not have become an active member of the scheme on this occasion.

If you want to stop making payments after the end of the opt-out period you can do so. The payments you have already made will not be refunded but will remain invested for you until you reach retirement age.

If you decide to opt out on this occasion you can still rejoin your auto-enrolment scheme. To do so please contact the Pensions section by sending a signed letter or an email ensuring you include the phrase '**I confirm I personally submitted this notice to join a workplace pension scheme**'. Please note that you can rejoin only once in any 12 month period.

If you choose to opt out or stop making payments at any time you will be automatically enrolled back into a pension scheme at a later date, usually every three years, if you meet certain criteria We will write to you in advance to inform you that we are auto-enrolling you into the relevant scheme at that time. You will have the choice to opt out again if you wish.

For information on pensions and savings for later life visit <https://www.gov.uk/workplacepensions>

Please note that if you are under 75, work or usually work in the UK, and earn over the amount set by the government for the current tax year, we must by law:

- continue to maintain your membership of a scheme that meets certain government standards; and
- if your membership of such a scheme ends (and it is not because of something you do or fail to do), we must by law put you into another scheme that meets government standards straightaway.

NOTICE OF TERMINATION

Appointments are terminable by one month's notice, in writing, on either side. The length of notice to which employees are entitled increases by one additional week for each completed year of service up to a maximum of twelve weeks notice for twelve or more years' service. Letters of resignation should be addressed to the Director of Human Resources.

Employment may be terminated summarily in the event of gross misconduct.

FAMILY FRIENDLY POLICY

Swansea University has a Family Friendly Policy which incorporates the following:

- Maternity Leave
- Adoption Leave
- Paternity Leave
- Parental Leave
- Time off for the care of dependants and domestic purposes
- Flexi-time working
- Flexible working arrangements
- Shared Parental Leave

For further information on any of these procedures please contact the Human Resources Department

STATUTE AND ORDINANCES

Statute 6 of the University sets out a number of Ordinances which apply to all staff, these have been agreed with Trade Unions and approved by Council in 2010. The Ordinances cover a range of employment situations where formal procedures are required and are as follows:

- Redundancy;
- Non renewal of fixed term contracts and redundancy by way of termination of fixed term funding streams
- Conduct and other substantial reasons for dismissal;
- Capability and performance;

- Incapacity on health grounds;
- Termination of probationary appointments;
- Retirement;
- Termination on grounds of illegality;
- Termination of non-substantive positions;
- Staff grievances;
- Appeals;
- General provisions.

All Ordinances are available to download on the Human Resources Website.

DISCIPLINARY PROCEDURES

The Conduct & Other Substantial Reason for Dismissal and the Capability and Performance Ordinances relate to Disciplinary matters. Copies of the Ordinances are available on the Human Resources Department Website.

In the event of any disciplinary steps being taken against members of staff in line with the Statutes, any appeal against a decision should be made, in accordance with the Appeals Ordinance.

GRIEVANCE PROCEDURES

The Grievance Ordinance allows for grievances by academic members of staff concerning their appointments or employment where those grievances relate:

- (a) To matters affecting themselves as individuals; or
- (b) To matters affecting their personal dealings or relationships with other staff of Swansea University, not being matters for which express provision is made elsewhere in Statute 6.

Members of staff with a grievance which could properly be said to be covered by (a) and (b) above should raise the matter with their Director in the first instance.

Further details of the Grievance Ordinance are available on the Human Resources Website.

COLLECTIVE AGREEMENTS

A Joint Negotiating Committee for Higher Education Staff (JNCHES) has been established to undertake collective bargaining for all higher education staff groups. The JNCHES has an independent Chair with Joint Secretaries appointed by the Universities and Colleges Employers' Association (UCEA) and the trade unions.

TRADE UNION MEMBERSHIP

Swansea University recognizes the University and College Union (UCU), UNISON, and UNITE as the appropriate trade unions to negotiate on behalf of staff, as appropriate to grade and job family.

Swansea University wishes to make clear to staff that, although it is not a condition of employment in Swansea University that a member of staff should be a member of a trade union, Swansea University welcomes their membership of the above Unions and their participation in that Union's activities.

REMOVAL EXPENSES

Removal expenses, including the removal of the household effects and the reimbursement of legal and other approved expenses involved in selling and buying property up to a maximum of £2700 will be paid to newly appointed members of Staff.

Appointments for less than three years will not be eligible for removal expenses.

Further details on Removal Expenses (including the detail of eligible expenses) are contained within the University's Financial Regulations. Please note that the University reserves the right to reclaim any expenses paid should the member of staff resign within one year of commencing employment.

INTELLECTUAL PROPERTY RIGHTS

Appointments are subject to the "Intellectual Property Clause" which is included in Swansea University's policy on Intellectual Property. A copy of this policy is given to all employees on appointment.

DECLARATION OF OUTSIDE INTERESTS

It is a requirement that all members of staff ensure their declaration of outside interests is kept up-to-date, as and when any relevant changes in circumstance arise.

DATA PROTECTION

Members of Staff shall not use, nor cause to be used, any Swansea University equipment or material or privately owned equipment for the purpose of constructing, maintaining or processing files of personal data (as defined by the Data Protection Act 1998) in connection with their duties except with the knowledge and approval of the Swansea University's Data Protection Officer.

Members of Staff shall in all cases abide by the data protection principles as contained in the Data Protection Act 1998. Copies of these principles may be obtained from the Data Protection Officer of Swansea University.

ELIGIBILITY TO WORK IN THE UNITED KINGDOM

Appointments are made subject to the production of original documentation demonstrating the individual's eligibility to work in the United Kingdom. The University is required by law to ensure that only those legally entitled to live and work in the United Kingdom can commence employment. In addition, the University is required to carry out checks on all employees to ensure compliance with this requirement.

In circumstances where an individual's right to live and work in the United Kingdom is declined or revoked, offers of employment will be withdrawn and/or appointments will be terminated within the terms of the relevant statute and ordinance.

QUALIFICATIONS

Appointments are made subject to the production of original documentation evidencing all relevant educational and professional qualifications.

CONDITIONS OF APPOINTMENT

The conditions of appointment may be changed from time to time, subject to agreement of Swansea University and relevant Trade Union(s). Staff will be notified of minor changes to terms and conditions via the Human Resources Web pages. For more significant changes, staff will receive a written statement setting out the details of the change not later than one month after the change has been made.

1 January 2023