

## TERMS AND CONDITIONS OF EMPLOYMENT FOR PROFESSIONAL SERVICES STAFF IN GRADES 2 – 5 INCLUSIVE

### 1. Introduction

- a. These terms and conditions of employment apply to all Professional Services Staff in Grades 2 – 5 inclusive and should be read in conjunction with the member of staff's personalised offer letter, which gives further details relating to their employment, including:
- Job title
  - Grade, salary and incremental point
  - Start date in role
  - Continuous service date
  - Full time equivalent (FTE) basis and if the role is not full time, the contracted number of hours employed
  - If the role is not permanent, a fixed term end date
  - Working pattern

### 2. Job description

- a. All staff should have a job description for their post which would have been made available as part of the application process. Staff are required to carry out the duties outlined in their job description and changes to the job description will only be made following appropriate consultation. ~~Job descriptions are not a precise, nor exhaustive list of duties and responsibilities, therefore there may be occasions when staff are asked to undertake alternative, reasonable tasks.~~

### 3. Place of work

- a. Unless stated otherwise in the letter of appointment or subsequent agreed variation, the member of staff's place of work will be at one of the University's UK campuses.

### 4. Hours of work

- a. Normal working hours for full-time ~~professional~~ ~~Professional services~~ ~~Services~~ staff in ~~grades~~ Grades 2 – 5 are 36 hours a week (equivalent to 1872 hours a year), which will normally be worked over five days. Hours of work for part-time staff are pro rata to those of full time staff and will be set out in the member of staff's letter of appointment, or contract variation letter.
- b. Normal days and hours of work and any rota requirements (where applicable) will be initially determined by the line manager/Department and may be detailed in the member of staff's appointment letter, subject to the requirements of their role. Any changes to a normal working pattern (outside of any normal local provisions which apply to those on a flexible/rota based working pattern) will be subject to discussion between the member of staff and line manager with a view to reaching agreement.
- c. Notwithstanding paragraph 4b, the University may request a member of staff to vary their working hours to meet operational requirements. Any such request outside of regular flexible / rota based arrangements (for example, to do overtime on a voluntary basis) shall be subject ~~to discussion with the member of staff with a view to reaching agreement~~ to the member of staff's agreement, and subject to appropriate pay arrangements, as detailed in paragraph 6, if applicable.

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### 5. Salary

- a. The grade, salary, and salary point are set out in the letter of appointment. Salary is paid in monthly instalments in arrears by credit transfer.

- b. Appointments shall normally be made at the bottom point of the grade. An increment shall not be paid until a minimum of six months' service in post at the current grade has been accrued, (i.e. employees must have been in post by 1 February, to be eligible for an increment in August of the same year). As such anyone with less than six months' service in post as at 1 August shall not receive an increment until the following August.
- c. A member of staff shall progress through their grade by an annual ~~increment-grade step increase~~ on 1 August of each year until the maximum point 3 on the grade is reached (unless the circumstances in paragraph 5d apply).
- d. Staff in ~~grades-Grades~~ 4 and 5 do not automatically progress to the exceptional performance points (points 4 and 5) at the top of each grade. Progression to these salary points is subject to a recommendation of the Budget Centre and detailed in separate guidance.

~~e. Incremental-Grade step increases may, in exceptional circumstances, be withheld in formal disciplinary or performance processes as detailed in the relevant policies. These underpinning policies are subject to discussion with the trade unions, in accordance with the Recognition and Procedural Agreement, in the event that a member of staff fails to demonstrate satisfactory conduct or service. This will only happen when the member of staff concerned is already subject to a formal process designed to improve their conduct or performance in specific defined circumstances negotiated via the JUC, and detailed in separate policies.~~

- ~~e.~~
- 6. Additional allowances**
- a. For any staff who ~~are required to~~ work non-standard hours either at the request of their line manager or as a result of the requirements of their role, the following rates will apply:

Hours Worked	Applicability	Rate of Pay
<p><b><i>Only one allowance is paid for the same hours of work. In the event that more than one allowance applies to the same hours of work, the highest value allowance only will be paid.</i></b></p> <p><b><i>Allowances will only be paid following prior authorisation of the line manager that the hours worked are required.</i></b></p>		
<b>Overtime</b>	Only applicable when 36 hours in the week has been worked, or 1584 hours in the year for staff on annualised hours	x1.5
<b>Saturday and Sunday</b>	Applicable to any hours worked on a Saturday or Sunday, regardless of how many hours have been worked in the week*	x1.25
<b>Bank Holiday and Closed Days</b>	Applicable to any hours worked on a Bank Holiday or Closed Day	x2 plus TOIL at plain time, i.e. TOIL paid at hour for hour for the hours worked

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<b>Night Premia</b>	Only applicable between 11.30pm - 5am	x1.5
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*\*This allowance does not apply to those employed on a Food, Beverage and Retail annualised hours contract*

- b. For staff who work on an authorised on-call rota or in BMSU/Horticulture, additional information regarding allowances to pay is included in Appendix 1.

## 7. Pensions

- a. Except as provided below, members of staff will automatically be entered into the University's Group Personal Pension Plan (GPPP), to which the University will contribute an amount equivalent to 10% of the member of staff's basic salary. The member of staff may choose to contribute to GPPP, in addition to the University's contribution, from their salary. Staff do have the option of opting out of GPPP should they wish to.
- b. Members of staff who, on 31 July 2002, were members of the Birmingham Pension and Assurance Scheme (BPAS) and who have continued to contribute to the Scheme without interruption since then, may continue to be a member of BPAS but may not join GPPP whilst they are a contributing member of BPAS. Members of staff who are in receipt of Flexible Benefit are governed by the terms which have been notified to them separately.
- c. Members of staff who opt out of the above schemes are liable periodically to be re-enrolled into GPPP as required under current legislation. In these circumstances they will be given further opportunities to opt out of GPPP in accordance with current legislation.
- d. Further details of the pension schemes are available for [BPAS](#) and [GRP](#).

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## 8. Annual leave

- a. The holiday year runs from 1 October to the following 30 September.
- b. The holiday entitlement (including annual leave, discretionary closed days and statutory public holidays) is calculated on a pro rata basis to that of full time staff for part time, part year and irregular hours members of staff.
- c. The entitlement shown below in days and hours is for a full time member of staff. Staff who do not work full time will have their entitlement calculated separately.

<b>Annual leave</b> To be taken at the member of staff's discretion, subject to the prior agreement of their line manager	25 days (180 hours)
<b>Statutory bank holidays</b> Falling on, or in substitute for: New Year's Day, Good Friday, Easter Monday, May Day, Spring Bank Holiday, late Summer Bank Holiday, Christmas Day and Boxing Day Any exceptional bank holidays announced by the Government in addition to those referenced above will not automatically be granted and will be subject to the determination by the University	8 days (57.6 hours)

<b>University discretionary closed days</b>	7 days (50.4 hours)
The University awards discretionary closed days for all staff, which normally fall when the University is closed over the Christmas and Easter periods each year. The dates of the discretionary closure days are determined by the Council of the University each year.	
<b>TOTAL leave in a year</b>	40 days (288 hours)

- d. All staff are encouraged to take their annual leave to ensure they have sufficient rest and recuperation and therefore annual leave is normally only able to be carried over into the next holiday year ~~on an exceptional basis and only~~ if agreed in advance by the Head of Budget Centre, in accordance with separate guidance. Untaken annual leave due to long term absence is subject to separate guidance. Payment will not be made for leave which has not been taken, except in exceptional circumstances and in line with other University policies.
- e. After 35 years' continuous employment, one extended holiday of three months is allowed (to replace the normal annual leave entitlement), but in addition to statutory public holidays and closure days. The arrangements for taking this holiday must be agreed well in advance with the Head of Budget Centre and normally with six months' notice minimum.
- f. Staff ceasing University employment will normally be expected to take all their leave entitlement before the end of their employment providing this is agreed by the holiday authorising manager. ~~On an exceptional basis~~ If the line manager confirms that this is not feasible, payment will be made to a member of staff ceasing employment with the University for any untaken holiday entitlement in the current leave year, pro rata up to the date of leaving the University's employment and following consultation and agreement with the Head of Budget Centre. In the year of retirement staff will normally be expected to take all their leave entitlement before they retire.

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#### 9. Probation

- a. The appointment is subject to a probationary period of six months, which may be extended for a further period if necessary. Details regarding the probation process can be found [here](#).

#### 10. General

- a. Normally appointments will be permanent but occasionally, an appointment may be offered for a fixed term period. If this is the case, there is no guarantee of an extension beyond the end date given, and the period of employment is for the current fixed term only, unless an extension to the fixed term period is confirmed. At the end of the fixed term contract, every effort will be made to redeploy the member of staff to another suitable alternative post within the University.
- b. Whilst the initial appointment is to the Budget Centre as specified in the letter of appointment, the University reserves the right to transfer staff to another comparable post elsewhere in the University, after appropriate consultation with a view to seeking agreement to the move.
- c. Staff may be required to undergo a medical examination, and to receive inoculations or vaccinations etc., as are required by the University's Occupational Health Service in the context of relevant health and safety legislation pertinent to the member of

staff's role.

#### 11. University Legislation

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

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#### 11.12. Trade Unions

a. In accordance with its Recognition and Procedural Agreement, the University recognises the following trade unions as the representatives of ~~professional~~ Professional services Services staff in ~~grades~~ Grades 2 – 5: Unite, UNISON, and GMB. Further details regarding these trade unions are available [here](#).

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a-b. As required by specific policies or procedures outlined in these terms and conditions, the University will notify and/or consult with the trade unions in certain matters affecting a member of staff's employment.

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b-c. Collective agreements between the University and the recognised trade unions made under ~~this the Recognition and P~~rocedural agreement and applying to terms and conditions of employment for ~~professional~~ Professional services Services staff in ~~grades~~ Grades 2- 5 are automatically incorporated into the terms and conditions of employment and published on the HR webpages.

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#### 12.13. Sick Leave and Sick Pay

a. The arrangements for sick leave and sick pay are set out [here](#).

#### 13.14. Family leave and pay

a. The University offers comprehensive family leave and pay, details of which are set out in separate guidance available [here](#) covering Maternity and Adoption Leave for pregnant employees and main adopters, Paternity/Partner leave for partners and Shared Parental Leave which can be accessed by both pregnant employees/main adopters and partners.

#### 14.15. Special Leave

a. The University's Special Leave policy sets out information and guidance about compassionate leave, parental bereavement and pay and Dependants Leave, further information of which is available [here](#).

#### 15.16. Health and Safety

a. All members of staff are required to promote and observe the University's health and safety policies, available [here](#) and undertake training as appropriate.

#### 16.17. Equality, Diversity and Inclusion

a. All members of staff are required to promote and observe the University's equality, diversity and inclusion policies, available [here](#) and undertake training as appropriate.

#### 17.18. Discipline and Appeals

a. Details of the disciplinary and appeals procedure are set out [here](#).

#### 18.19. Grievances

a. The arrangements for raising grievances are set out [here](#).

#### 19.20. Resignation

- a. Members of staff may resign their appointment by giving four weeks' notice in writing to their Head of Budget Centre (or nominated representative), copied to their HR Business Partner. A shorter period of notice may be accepted with the prior written approval of the Head of Budget Centre.

#### **20.21. Termination of Employment**

- a. The appointment may be terminated by an HR representative, following consultation with the Head of Budget Centre, on giving three months' notice in writing, or one week's notice in writing in the case of probationary members of staff.

#### **21.22. University Property**

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

#### **22.23. Data Protection and Use of Computing Facilities**

- a. Members of staff are required to comply with the provisions of the Data Protection Act 2018 [and the UK General Data Protection Regulations](#) concerning personal data and must follow the registration procedure adopted by the University, a copy of which is available [here](#).
- b. Members of staff are required to comply with the conditions of use of computing facilities, a copy of which is available [here](#) and undertake training as appropriate.

#### **23.24. Confidentiality**

- a. Members of staff must not at any time during or after the end of their employment with the University, whether knowingly or through failure to exercise due care and diligence, disclose any confidential information to any unauthorised person, or disclose any personal information about other staff, students or any other people to which they may have access in the course of their work, or use any confidential information in a manner which might cause or be expected to cause loss to the University, whether directly or indirectly.

a-b. For the avoidance of doubt, the provisions of paragraph 24a do not preclude an individual from seeking confidential advice from a trade union official or legal representative.

- b-c. A member of staff who wishes to raise concerns or information which they believe in good faith provide evidence of malpractice or impropriety should do so in accordance with the current procedure available [here](#).

- e-d. In the event of an actual, potential or perceived conflict of interest, a member of staff must act in accordance with the protocol on conflicts of interest available [here](#).

#### **24.25. Amendments**

- a. Excepting where changes arise as a result of amendments to legislation or terminology, SPRC on behalf of the University Council may amend these terms and conditions of employment from time to time and members of staff and the recognised Trade Unions will be given 3 months' written notice of any such amendments, following appropriate consultation under the Recognition and Procedural Agreement.

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*If you require any of the policies or procedures referenced in this document in another format,  
please contact the HR Team.*

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Appendix 1

<b>On call payments (only applicable to Estates staff on an authorised on-call rota only)</b>		
On Call Payment	A payment will be made for each 12 hour occasion a person is on- call	Details of the applicable rate are available <a href="#">here</a> .
On-call unscheduled overtime 0001-0530 hours	A minimum 2 hours of pay will be paid for those on an authorised on-call rota who are required to leave home to attend campus whilst on call	x2
Estates on-call unscheduled overtime 0531 – 0000 hours	Only applicable for those Estates staff on an authorised on-call rota who are required to leave home to attend campus whilst on call	x1.5
<b>For BMSU/Horticulture staff only (and only applicable when activities of the working week are required to be maintained at a basic level on a Weekend, Bank Holiday or Closed Day)</b>		
BMSU/Horticulture Sessional Pay	Only applicable when a minimum of 2 hours has been required to be worked on a Weekend, Bank Holiday or Closed Day and not paid if another higher allowance is paid for the same hours of work	Details of the applicable rate(s) are available <a href="#">here</a> . This rate will be uplifted in the future in line with any % uplift to the Grade 2-5 salary scale
BMSU/Horticulture Weekend, Bank Holiday or Closed Day Sessional Daily Travel Allowance	A daily travel allowance will be paid to a BMSU/Horticulture staff member required to work a minimum of 2 hours on a Weekend, Bank Holiday or Closed Day	Details of the applicable rate(s) are available <a href="#">here</a> . This rate will be uplifted in the future in line with any % uplift to the Grade 2-5 salary scale