



Astron University

TERMS AND CONDITIONS OF EMPLOYMENT

KTP ASSOCIATES

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This document covers the main terms and conditions of employment for KTP Associates employed by Aston University. It should be read in conjunction with individual letters, the principle statement of terms of employment and the University's employment policies and procedures.

Any variation from these conditions will be set out in the formal offer of appointment.

The terms and conditions set out below may be modified by collective agreements or the effect of the University's HR policies and agreements which may be approved by the University Council from time to time. The provisions of the most recent version of these policies form an implied term of the contract of employment. These, together with other policies and procedures which govern the employment of staff at the University but which do not form part of the formal contract of employment can be found on the Human Resources website.

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1. PLACE OF WORK

Unless specified otherwise, the place of work will normally be at Aston Triangle or at any other of the University's establishments.

The University's establishments are currently:

ASTON UNIVERSITY, Aston Triangle, Birmingham B4 7ET

RECREATION CENTRE, Birmingham Road, Walsall B43 7AJ

ASTON UNIVERSITY NURSERY, Unit 5, Venture Way, Birmingham Science Park, Aston, Birmingham B7 4AP

2. HOURS OF WORK

For calculation purposes, the basic hours of work for full-time staff are 36.50 hours per week.

For academic staff, research staff, other related staff and staff in grades 9 and above, there are no formally defined hours of work, it being expected that members of staff will work such hours and such days as are required by their Executive Dean/Head of Department for the proper discharge of their duties.

For other staff, hours of work will be as specified in the principle statement of terms and conditions of employment.

There will be a need for flexibility regarding the actual hours worked in order that the duties may be discharged effectively within the School/Department.

3. REMUNERATION

Salaries on appointment are determined by the Appointments Board, within the range advertised.

Employees working on a part-time basis will be paid on a pro-rata basis to the full-time equivalent salary. The precise

details will be confirmed in the formal contract of employment.

Annual salaries are paid by a bank credit at the end of each month. One twelfth of the annual salary shall be apportioned for each calendar month, and for each odd day (including Sundays), the monthly salary shall be divided by the number of days in the month in question.

4. OVERTIME PAYMENTS

Staff in the University may on occasions work additional hours outside their normal patterns of work by prior arrangement with their managers.

Except where formally agreed responsibility allowances are in place, staff who work such occasional additional hours are not eligible for compensation other than Time Off In Lieu (TOIL).

5. TIME OFF IN LIEU (TOIL)

Time off In Lieu (TOIL) is time off which staff are allowed to take for hours worked beyond the normal working day.

For staff who are not paid overtime, there is an expectation that they will work the hours necessary to carry out their normal duties. TOIL should not, therefore, be used where occasional additional hours are required to compensate for normal fluctuations in workload. Neither should it be seen as an alternative to a flexitime system. It should be used only where there is a foreseeable need to maintain levels of customer service which alternative working arrangements, such as revising annual leave requests or using temporary staff could not cover.

TOIL applies to additional periods of work either before or after the normal working day. It does not apply to lunch periods. Managers should ensure that staff get the appropriate lunch break each day, to ensure compliance with Working Time Regulations.

For further details refer to the HR Webpages

6. WORKING TIME REGULATIONS

Aston University positively discourages the working of excessive hours and is committed to compliance with the Working Time Regulations, the provisions of which are explained in the **Working Time Regulations Policy Statement** available on the HR Webpages.

The main provision of the Regulations states that employees other than managing executives or employees with autonomous decision making powers (which have been defined at Aston University to include all academic staff and staff in grades 9 - professorial equivalent) may not be required to work in excess of 48 hours per week averaged over a seventeen week reference period. The University recognises, however, that individual employees may wish to exercise their right to opt out of the 48 hour ruling. Employees wishing to opt out should complete a **Working Time Regulations Opt Out Form** available on the HR Webpages.

Since Academic posts and posts graded at 9 and above fall outside the remit of the Working Time Regulations, with the exception of the annual leave requirements, there is no requirement to maintain formal records of the hours worked.

7. JOB SHARE

Posts which are offered on a job share basis will be subject to the **Job Share Guidelines** available on the HR Webpages.

Job share appointments are dependent on the acceptance of the contract for the residual part of the job by both job share partners.

Job share partners are required to ensure that the appropriate level of communication and continuity is maintained. An overlap period will be defined in the formal offers of appointment to assist with this process. The Public and fixed University holidays will be divided between partners according to the number of hours worked.

Wherever possible, and in negotiation with the Executive Dean/Head of Department, there will be an expectation that periods of sickness and annual leave will be covered by the job share partner.

In the event of the termination of the employment of one job share partner, the other will be offered the full-time post. If this is unacceptable, efforts will be made to recruit another job share partner. If this is unsuccessful, and a review of the operational needs of the School/Department show that full-time cover for the post continues to be needed, recruitment on a full-time basis will be initiated. In this event, the University will endeavour to find alternative employment for the remaining job share partner. If this is not possible the University will have no other option than to terminate the remaining contract.

8. EMPLOYEES TEMPORARILY UNDERTAKING ADDITIONAL DUTIES

An employee who is called upon by reason of illness or leave of another employee to perform duties outside the scope of the post she/he occupies shall not be entitled to additional remuneration. In the case of extended absence (not less than one month) of a more senior colleague, special consideration may be given by the Director of Human Resources, on the recommendation of the Executive Dean/Head of Department, to the question of additional payment.

9. CONTRIBUTION PAY

The University's Performance Development and Reward Scheme provides for salary enhancement for staff who are considered to be performing at an exceptional level on a consistent basis. These payments may be in the form of a one-off payment, accelerated increment/s and/or discretionary increment/s. In advance of the annual exercise Executive Dean/Heads of Departments will publicise the launch of the scheme together with the criteria for awards.

10. PROBATION

Appointments may be subject to the satisfactory completion of a probationary period, in accordance with the University's **Probationary Procedure** available on the HR Webpages. The requirement to serve a probationary period and the length of the probationary period will be confirmed in the formal offer of appointment, together with the name of the Probationary Advisor.

During the probationary period employees are not subject to the full University Disciplinary Procedure with regard to performance problems, although the University reserves the right to invoke the Disciplinary Procedure, should it be deemed necessary.

For monthly paid staff, the appointment will be subject for its termination, during the probationary period, to one month's notice, in writing, on either side.

For weekly paid staff, termination within the probationary period will be subject to 1 week's notice, in writing, on either side.

11. ANNUAL LEAVE

KTP Associates are eligible for 25 days annual leave per year.

The timing of all leave is subject to the agreement of the Executive Dean/Head of Department.

In addition to the annual leave entitlement, 8 additional days holiday per year are currently given as statutory Public Holidays. The dates of these Public Holidays are published annually on the Human Resources website. Because they do not work at the University's premises, KTP Associates are not eligible for the 3 additional University closure days.

Part time and term-time-only staff are entitled to receive annual leave and Public/University holidays on a pro-rata basis to equivalent full-time staff.

Holiday entitlement shall not be carried forward to the subsequent leave year except in exceptional circumstances as may be approved by the Executive Dean/Head of Department.

New staff are entitled to annual leave proportionate to the completed months of service during the first year of joining the University's service.

Staff who resign within a leave period are expected to take their accrued leave before their resignation takes effect. Should this not be possible, an employee who leaves the University shall be allowed one-twelfth of his/her leave entitlement for each completed month of service in the current leave year. On leaving the University an employee's salary shall be adjusted so as to take into account any leave taken in excess of his/her entitlement.

For full details, see the **Leave Guidelines** available on the HR Webpages.

12. SPECIAL LEAVE FOR PARLIAMENTARY CANDIDATES

Special leave may be allowed by the University for Parliamentary Candidates and elected Members of Parliament. The arrangements for approval of such leave can be found in **Parliamentary Candidates** available on the HR Webpages.

13. JURY SERVICE

Leave for the purpose of Jury Service shall be regarded as leave with full pay, and no claim for loss of earnings should be made.

14. NOTICE

Unless specified otherwise, staff who wish to terminate their employment (other than at the end of a fixed term contract when no notice is required) should give 3 months' notice in writing the Executive Dean/Head of Department, with a copy to Human Resources. The University may dispense with such notice if it thinks fit.

Should the University terminate the employment of a member of staff (other than in cases of gross misconduct or at the end of a fixed term contract when no notice is required) 3 months' notice will also apply

15. MEDICAL EXAMINATIONS

All newly-appointed staff are required to pass a pre-employment medical screening or medical examination. Details of the arrangements for this will be included in the formal offer of appointment.

All staff are required to attend for medical review with the University's Occupational Health Service if referred by Human Resources.

16. SICK PAY

The following entitlement to sick pay applies to all staff:

| Length of Service | Sick Leave |
|-------------------|---|
| Up to 12 months | 8 weeks full pay, 8 weeks half pay |
| Over 12 months | 26 weeks full pay, 26 weeks half pay |

The amount of any sickness benefit receivable as Statutory Sick Pay, or under the National Insurance Acts and Regulations, will be offset against any allowance due under the terms of the University's Sickness Payments Scheme and deductions will be made in respect of Statutory Sick Pay (SSP).

For full details see the **Sick Pay and Sickness Absence Reporting Scheme** available on the HR Webpages.

17. CRIMINAL RECORDS DISCLOSURES

Some posts in the University are subject to standard or enhanced criminal records disclosures which are undertaken through the Criminal Records Bureau (CRB). The University follows the CRB guidelines to ensure that information released in such disclosures is used fairly. For further information, see the University's policy on the Recruitment and Employment of Ex-Offenders available on the HR Webpages.

18. IMMIGRATION CHECKS

Under the Immigration, Asylum and Nationality Act 2006 and the Immigration Act 2016, the University has a legal responsibility to ensure that all employees are eligible to live and work in the UK before taking up employment. All offers of employment are subject to individuals being able to demonstrate that they have, or will be able to obtain, the UK permissions to accept the employment offer prior to the commencement of their employment. Further details about working in the UK and visas can be found on the UK government web

pages: [Work in the UK - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

All individuals the University intends to employ are required to provide the University with the relevant information and documentary evidence that it needs in order to perform right to work checks **before** they begin any work. These checks apply to all staff regardless of their race, ethnicity or nationality. In addition, when employees have limited permissions to work in the UK, the University will require staff to provide further right to work information and documentary evidence **before** these permissions expire. This includes providing evidence to Human Resources on or in advance of the expiry date of any limited visa permissions. Employees must agree that the University may contact the Home Office at any time in order to verify that they have the right to live and work in the UK. Employees must also inform the University immediately if there are any changes to their immigration status. If staff are unable to provide evidence of a right to work in the UK, the University may need to consider the withdrawal of an offer of employment or termination of employment.

19. RELOCATION

Staff are normally required to establish residence within reasonable daily travelling distance of the host company. Up to £500 relocation allowance is available for reimbursement for removal and other expenses incurred by newly-appointed staff in moving to the host area.

20. OUTSIDE EMPLOYMENT

Whilst members of staff are encouraged to undertake those outside activities which contribute to their professional development and which do not adversely affect the proper discharge of their duties, any full time members of staff

wishing to accept a retainer or payment for any work of a regular nature must obtain the prior approval of the Chief Operating Officer.

21. PRIVATE PROPERTY

Employees providing private property for the purpose of carrying out their University duties must obtain express written consent of the Executive Dean/Head of Department and are advised to seek the advice of the Finance Office with regard to insurance cover for loss and/or damage.

22. HEALTH AND SAFETY POLICY

The attention of newly-appointed staff is drawn to their duty to adhere to the University's **Policy on Health and Safety** <http://www1.aston.ac.uk/EasySiteWeb/GatewayLink.aspx?allId=61168> and related policies and, specifically, to their duty to act responsibly and to do everything they can to prevent injury to themselves or to others.

Newly-appointed staff should also be aware that no equipment or materials should be brought into the University at any time, without the express written consent of the Executive Dean/Head of Department.

Accidents, however minor, occurring whilst on duty must be reported as soon as practicable to Human Resources on the appropriate form.

23. EQUAL OPPORTUNITIES

The University is working towards becoming an equal opportunities employer. We are committed to ensuring that all individuals are selected, promoted and otherwise treated solely on the basis of their relative merits and abilities and are given equal opportunities within the University.

Every employee of the University has an individual responsibility to ensure that the University's equal opportunities policy is effective. For further information please see the **Policy, Code of Practice** <http://www1.aston.ac.uk/staff/equalops/policies/equalitydiversitypolicy--0/> and **Guidelines on Equal Opportunities in Employment** available on the HR Webpages.

24. INTELLECTUAL PROPERTY RIGHTS

The University's policies and guidelines on intellectual property are set out in Aston's **Intellectual Property Policy** <http://www1.aston.ac.uk/EasySiteWeb/GatewayLink.aspx?allid=23575>.

Members of staff are encouraged to take the initiative in the identification of intellectual property that can be commercially exploited through the ownership of patents, trade marks, design rights and the copyright of computer programs. They should, however, consult the appropriate sections of the Regulations before entering into negotiations with any external sponsor.

25. MATERNITY LEAVE & PAY

Staff are eligible for up to one year's maternity leave. Statutory Maternity Pay (SMP) only is paid during the first year of service, then providing they return to work for at least 6 months staff are entitled to receive:

- 12 weeks at full pay and
- 14 weeks at half pay and
- 13 weeks at the standard rate of SMP
- 13 weeks unpaid

For full details see the **Maternity and Adoption Leave Scheme** available on the HR Webpages.

26. PATERNITY LEAVE & PAY

Eligible staff are entitled to take two weeks Ordinary Paternity Leave and receive Ordinary Statutory Paternity Pay and/or University Paternity Pay

In addition, eligible staff may take up to 26 weeks Additional Paternity Leave and receive Additional Statutory Paternity Pay within the first year of the child's life provided that the mother/primary adopter has returned to work before using their full entitlement to maternity leave/adoption leave.

For full details see **Paternity Leave & Pay** available on the HR Webpages.

27. FLEXIBLE BENEFITS

The University offers a Flexible Benefits Scheme which provides access to a range of benefits through salary sacrifice, resulting in a net saving through reduced income tax and National Insurance contributions.

Benefit options currently include childcare vouchers, car parking, a bicycle to work scheme, low emission car lease scheme and a method of reducing the cost of participating in the University's pension schemes. Further information is available from the Pensions & Employee Benefits Manager.

28. PENSIONS

Eligible staff are offered membership of the **Universities' Superannuation Scheme (USS)**, details of which are available on the HR Webpages.

Membership of a pension scheme is voluntary. Eligible employees are, however, automatically covered by the relevant scheme and contributions will be deducted accordingly, unless staff give the appropriate written notice that they wish to opt out.

Written notice should be addressed to the Pensions & Employee Benefits

Manager from whom further information about USS can be obtained.

The University operates USS as a Flexible Benefit. Under this scheme, base pay is reduced to the extent of member contributions that fall due, currently 6.35% and the University pays both the member and employee contribution. This arrangement has the effect of reducing exposure to income tax and National Insurance. Staff may however elect to receive their salary in full and have their contributions deducted. This results in staff receiving tax relief but they are likely to pay National Insurance at a higher rate.

Further information, including the appropriate form to opt out of membership of the scheme, can be obtained from the Pensions & Employee Benefits Manager.

The following should be noted:

- The Rules of USS exclude from membership any employee who would be a “qualifying person” under the Occupational Pension Scheme (Cross-Border Activities) Regulations 2005. The Regulations therefore prevent staff from being a member of the Scheme if they carry out their day to day duties for the University in a European Union country outside of the United Kingdom.

29. GRIEVANCE PROCEDURE

The procedure for considering grievances is contained in the **Grievance Procedure for Support Staff** available on the HR Webpages.

30. DISCIPLINARY PROCEDURE

The disciplinary procedure is the **Disciplinary Procedure for Support Staff** available on the HR Webpages.

31. REDUNDANCY AGREEMENT

The University has a **Redundancy Agreement**, available on the HR

Webpages, with the Campus Trade Unions which defines the procedures to be adopted in the event of the need to implement redundancies affecting non-academic staff.

32. INFORMATION CONCERNING STAFF

Information concerning an employee's private affairs shall not be supplied to any unauthorised person unless the consent of such employee is first obtained.

33. TRADE UNION MEMBERSHIP

Staff may belong to any trade union of their choice although it is not a condition of employment that a member of staff should be a member of any Trade Union.

The University recognises UCU for collective bargaining purposes for KTP Associates.

34. CHANGES TO TERMS AND CONDITIONS

Staff should note that pay and pay structures are negotiated at national level. The Universities and Colleges Employers Association (UCEA) acts as a bargaining agency on behalf of universities. UCEA conducts pay negotiations at national level with various unions which represent employees. Negotiations between UCEA and these unions at national level are concerned only with pay and pay structures. No other national collective bargaining agreements affect this employment.

The University recognises UCU, UNITE and GMB locally for collective bargaining purposes. Collective agreements between the University and these unions may also affect terms and conditions of employment. Any such changes will be notified to staff.

Terms and Conditions of Employment for KTPs
(Oct 2021)