



**Swansea University**  
**Prifysgol Abertawe**

# Terms and Conditions of Appointment

**Academic Staff**  
**(Grades 7 to 10 inclusive)**



## **Terms and Conditions of Appointment**

### **Academic Staff (Grades 7 to 10 inclusive)**

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**

Members of Staff must undertake such duties as their Head of College/Department may direct, with the approval of Senate, commensurate with their level of appointment and as detailed in the job description.

Members of Staff with research expectations attached to their role are required to pursue original research in their subject area(s).

### **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.

All new teaching staff, with less than three years teaching experience within Higher Education, and who have not previously received accredited training related to teaching, would normally be expected to have successfully completed a course of teacher training accredited by the Higher Education Academy (e.g. the PGCE scheme) or equivalent in order to complete probation. The experience of all new teaching staff should therefore be assessed (normally via the 'teaching experience questionnaire' and accompanying discussions) and probationers advised on the HEA accredited options available for them.

### **OUTSIDE WORK**

Members of the 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 October 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 April of the year in question.

## **PROBATION**

Appointments are probationary for a period of three years 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 three year probationary period, the provision exists for such appointments to be extended for a fourth and final year. With the exception of Grade 7 teaching staff who will have a probationary period of one year.

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**

Full time members of staff will be required to work not less than 35 hours per week and such additional hours as are necessary for the proper discharge of the duties of their appointments.

Hours of attendance will be by arrangement with the Head of College/Department or such other person delegated to act with their authority.

Part-time hours will be as stated in individual letters of appointment.

It is recognised that fixed working hours do not apply rigidly for members of the Academic staff, who have considerable autonomy to plan their own work.

## **HOLIDAY PERIODS**

Members of staff 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).

### **ACCIDENTS AT WORK**

In all cases where an injury is sustained at work, the injury must be immediately reported to the Head of College 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/>

### **UNIVERSITIES SUPERANNUATION SCHEME (USS)**

From 1 July 2013, employees who are aged between 22 and State Pension Age and who earn above the monthly threshold set by Government for the current tax year, will be automatically enrolled into USS and will join the USS Retirement Income Builder.

From 1 April 2019, employees contribute 8.8% of their pensionable pay into the scheme each month and the University contributes 19.5%. From 1 October 2019, this will rise to an employee contribution of 10.4%, with the University contribution of 22.5%.

Further information about USS can be found at:  
<https://www.uss.co.uk/members/members-home>

Employees who are aged between 16 and 74 and who earn less than the monthly threshold in any given month can still join USS. In order to do so, the employee should contact the Swansea University Pensions section via email ([pensions@swansea.ac.uk](mailto:pensions@swansea.ac.uk)) or via signed letter, containing the phrase "I confirm I personally submitted this notice to join a workplace pension scheme".

### **PENSION+**

From 1 August 2009 the University introduced Pension+. Pension+ is not another pension scheme but a more effective way of paying your USS pension contributions. By participating you do not pay national insurance contributions on your contributions to USS.

When you join the pension scheme you will automatically be entered into Pension+. Participating in Pension+ then 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, if you are likely to be at the University for less than 2 years and wish to receive a refund of your pension contributions on leaving, you will not be able to do this if you participate in Pension+ and you may wish to consider opting out of Pension+. Please contact the Pensions Section within one month of commencing employment if you wish to opt out of Pension+.

### **OPTING OUT**

You can choose to opt out of USS if you want to, but if you stay in you will have your own pension in addition to the State pension when you retire. If you wish to opt out of USS, please complete the 'Notice to opt out of pension saving form', which can be downloaded from <https://www.uss.co.uk/members/members-home/resources/forms>.

Once you have downloaded and completed it, please email it to [pensions@swansea.ac.uk](mailto:pensions@swansea.ac.uk) or send it to the Pensions Section, Finance Department, Swansea University SA2 8PP.

If you have not participated in Pension+, your completed Notice to Opt Out of Pension Saving form (0-3 months of scheme membership) or Normal Withdrawal Form (4 – 24 months) must be received within 2 years of the start date of your pension scheme enrolment, to be eligible for a refund of your contributions.

If you have participated in Pension+, your completed the Notice to Opt Out of Pension Saving form must be received within 3 months of the start date of your pension scheme enrolment, to be eligible for a refund of your contributions.

If you want to stop making payments after the end of the opt-out period you can do so, but any contributions already made will not be refunded. If you decide to opt out you can still rejoin USS. To do so please contact the Pensions section by sending a letter, which has to be signed by you, 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. 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/workplace-pensions>

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 subject to a full term's notice, in writing, on either side, the summer vacation being reckoned as a term.

The appointments of members of academic staff employed on fixed term contracts are also subject to a full term's notice, in writing, on either side, the summer vacation being reckoned as a term.

### **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 Head of College 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.

**June 2019**