University of Newcastle upon Tyne

Conditions Of Service For Non-Academic Staff On Grades F - H

1. Unless otherwise stated in your contract of employment, your appointment will be terminable by not less than three months' notice being given in writing by the University or by the member of staff completing a Leaver's Form which can be found at http://www.ncl.ac.uk/hr/policy/leaving/index.php.

2. All new appointments are subject to a one year probationary period which, at the discretion of the University, may be extended to 18 months. Further information on the University's probation policy and procedures can be found on the Human Resources pages of the University intranet.

3. Salaries are paid monthly in arrears on the last bank working day of the month.

4. You may not retain or accept any other employment or appointment which involves substantial calls upon your time or energies without the written agreement of your Head of School/Service and the Vice-Chancellor. Consent will normally be given for a specified period but will depend on the nature of the commitment.

5. Because of the nature of the work, the University does not specify any terms or conditions relating to hours of work, within the meaning of the Employment Rights Act 1996. Working time is regarded as undefined and staff are expected to manage their own time to achieve the objectives of their position, based on a normal expectation of a 37 hour week at Grade F, and 40 hour week at Grades G and above, where the parameters of the working week are determined locally to meet the requirements of the position. No member of staff will be required to work in excess of 48 hours per week.

For the purpose of calculating part-time pay, 37 hours per week is the denominator at Grade F, and 40 hours per week is the denominator at Grades G – I.

6. The University leave year is the 1st October - 30th September inclusive. Annual leave during which full salary is payable and which is not cumulative is 30 working days in any one year (or pro-rata in the case of appointments tenable for less than a year and for part-time appointments). Annual leave may be taken at any time in each holiday year as agreed with the Head of School/Service, subject to the reasonable needs of the School/Service. It is not expected that permission will be unreasonably withheld. In addition to the normal public holidays there are a further four days leave each year, the timing of these additional days to be at the University's sole discretion. It is expected however that these days will fall during the Christmas/New Year period.

Public holidays and University fixed days will be applied pro rata to staff working on a part-time basis. The University will not normally make payment in lieu of holiday either during or on the termination of an appointment and annual leave must therefore be taken prior to the termination of the appointment.

The maximum number of days carried forward from one holiday year to the next will be limited to 5 days to be taken by 31 December in the new holiday year. This includes holiday accrued whilst on sick leave. Provision will be made for the following exceptional circumstances:
a) Accrued holiday untaken due to operational need (as agreed with the manager).

b) Holiday accrued, by prior agreement with the manager, for exceptional holiday arrangements eg round the world trip.

c) Where sickness absence has prevented the member of staff from taking at least 28 days holiday (including public holidays and closure days) the balance may be carried forward and should be taken immediately on return to work either as part of a phased return to work or at a time to be agreed by your manager.

d) In circumstances where a member of staff returns to work after long term sickness absence prior to the end of the holiday year e.g. a return to work in August and has not taken or still has a large proportion of statutory holiday entitlement for that holiday year outstanding, they must, if requested to do so, take their statutory holiday before the end of the holiday year.

7. Your Head of School/Service must be notified as soon as possible of any absence from work for whatever reason and given an estimate of its likely duration.

8. The University has an Occupational Sick Pay Scheme outlined in the Effective Management of Sickness Absence Procedure [link to scheme]. Any payment of occupational sick pay is subject to timely and accurate reporting of absence. Failure to comply with the procedure could result in pay being withheld. Staff may be required to attend Occupational Health at the request of management.

9. Unless otherwise agreed by or on behalf of the Council of the University, you must make clear to any outside body to whom you may give advice or offer an opinion that you do so in a personal capacity and not as a servant or agent of the University.

10. The University is subject to the provisions of the Data Protection Acts 1984 and 1998. As a member of staff you are required to observe the provisions of the Acts in respect of registrable data you may hold now or at any time during your employment with the University.

11. The University is subject to the Copyright, Design and Patents Act, 1988. Details of how this affects individual members of staff are available from your Head of School. You should be aware that contravening the copyright provisions of the Act would render both you and the University liable to criminal prosecution. It is therefore imperative that any copying of materials under copyright is undertaken within the terms of the agreement between the Copyright Licensing Agency and the University.

12. You shall not, in connection with any invention, patent or process of manufacture, have authority to make representations on behalf of the University or to enter into any contract in the like behalf or to be concerned in the like behalf in any transactions whatsoever relating thereto without the express consent of the University.

13. The University has in place a number of policies governing external activities carried out by staff including Directorships, Consultancy and other external professional work. Any member of staff who plans to engage in these activities or in any activity which may lead to a conflict of interests should refer to these policies which can be found on the Research and Enterprise Services web pages.
14. The disciplinary procedures may be found on the Human Resources web pages.

15. In the event of a grievance you should in the first instance seek redress with the person to whom you are immediately responsible; should the matter not be satisfactorily resolved the formal grievance procedure may be found on the Human Resources web pages.

16. The member of staff will be enrolled into the Universities' Superannuation Scheme (USS), subject to certain exceptions, with effect from the commencement of their employment.

Note: For information about pension arrangements please refer to the document ‘A Summary of the Universities Superannuation Scheme’.

17. The University does not operate a fixed retirement age for its employees. Retirement plans should be discussed in the context of the regular Performance Development Reviews but employment will normally terminate after the appropriate notice has been given by the employee. Further information and guidance on pensions and the possible options around retirement is available on the Human Resources web pages or from the Payroll Section (Finance) or Human Resources Section.

18. The member of staff has the following rights with regard to Trade Union membership:

a) the right to be a member of such trade union as he/she may choose;

b) where he/she is a member of a trade union, the right, at any appropriate time, to take part in the activities of the trade union (including any activities as, or with a view to becoming, an official of the trade union) and the right to seek or accept appointment or election, and (if appointed or elected) to hold office as such an official.

19. These terms and conditions of employment should be read in conjunction with your appointment letter and subsequent correspondence or documentation forwarded to you by the University.

20. Any changes to the terms and conditions of employment which are agreed with the recognised trade union will automatically be incorporated into your contract of employment. An up to date version of the agreed terms and conditions of employment is always available on the University’s internal web site at www.ncl.ac.uk/internal/hr. The terms of this appointment may otherwise be varied only by a formal communication from or on behalf of the office of the Registrar.

21. The terms and conditions of service and general information that have been drawn up are in accord with the requirements of the Employment Rights Act 1996.

RJCB
December 2010
Amended 29 March 2016 GC/JES (to remove the reference to contracting out and the Appendix about pension arrangements).
Amended July 2011 RJCB
Amended December 2008 GC
26 July 2016 To update sickness absence