



# Terms And Conditions Of Service.

(Grades 1–9 not covered by Statutes)

Terms and Conditions of Service comprise:

- All Terms and Conditions of Service as detailed below.
- Any clauses contained within the letter of appointment (and associated annexes).
- Any policies, procedures and codes of practice listed on the Department of Human Resources web pages (as applicable).

University policies and procedures are introduced, reviewed and amended from time to time in line with employment law. Full details of all policies and procedures referred to in this document can be downloaded from the Department of Human Resources web pages, alternatively paper copies may be requested. All staff should ensure that they access the web pages on a regular basis to obtain up to date information regarding any new or amended policies and procedures (paper copies are also available).

Terms and Conditions of Service are subject to review and amendment from time to time to reflect changes in employment law and University policies and procedures. Amendments will be implemented through agreement with the recognised trade unions.

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## **1. General Terms and Conditions of Service**

### **1. General**

You are required to undertake such duties as may be reasonably assigned as appropriate to your grade by your Head of Department (or delegate), to whom you are responsible. Additionally, you are required to observe the Charter, Statutes and Ordinances of the University and carry out all orders and regulations of the Council. You should regularly access the Department of Human Resources web pages to obtain up to date information on the University's policies and procedures.

### **2. Salary Increments**

Increments are awarded on 1 January in each calendar year with a normal expectation of progression up to the top of the normal salary range.

Staff commencing employment between 1 January and 30 June may expect to receive an increment on 1 January in the following calendar year (e.g. a member of staff commencing employment on 1 February 2006 may expect to receive an increment on 1 January 2007).

Staff commencing employment between 1 July and 31 December may expect to receive increment on 1 January following the anniversary of their appointment (e.g. a member of staff commencing employment on 1 October 2005 may expect to receive an increment on 1 January 2007).

### **3. Removal Expenses**

Removal expenses are paid in accordance with the University's Financial Directives to all staff required to move their main residence as a result of taking up employment.

#### **4. Residence**

You are required to make such arrangements in regard to place of residence as will allow you to carry out effectively all your University duties and responsibilities and play a full part in the work and life of the University appropriate to your job. The allocation of duties and responsibilities between staff cannot normally be modified to take account of residential factors.

#### **5. Training and Development**

You are required to participate in the Staff Review and Development Scheme on an annual basis. Under the Staff Development Policy you are entitled to a number of training days, which could include attendance at conferences, in line with development needs as identified in your Staff Review. You are also required to attend courses, as appropriate, to enable you to carry out your job effectively.

#### **6. Health and Safety**

You are required to abide by the University's Health and Safety policies and procedures and to undertake such health and safety training as required. Additionally staff are required to undertake any job specific health and safety training.

You are also required to undergo any regular health screening as required by your job.

#### **7. Equal Opportunities**

The University of Sheffield is an equal opportunity employer and has confirmed its commitment to a comprehensive policy of equal opportunities in employment under which individuals are selected and treated on the basis of their relevant merits and abilities. The aim of the University's Equal Opportunities Policy and Code of Practice for Staff is to promote equality and to ensure that no job applicant or member of staff is subject to unlawful discrimination. The University is committed to a programme of action to make this policy fully effective.

In line with the University's commitment to equality you are required to conduct yourself in a manner consistent with and follow the Equal Opportunities Policy and Code of Practice for Staff.

#### **8. Maternity, Adoption and Paternity Leave**

The University Maternity Leave Scheme is available for female members of University staff who have been continuously employed in the University's service for a minimum period of 12 months before the expected date of confinement.

The University Adoption Scheme is available for all eligible members of staff who have been continuously employed in the University's service for a minimum period of 12 months before the expected date of placement.

Members of staff not eligible for these Schemes may be eligible for Statutory Maternity or Adoption Entitlements and they should contact the Department of Human Resources for advice concerning eligibility.

Paternity Leave of 2 weeks (pro-rata for part time staff) is available for eligible members of staff.

#### **9. Changes to Criminal Record Status**

You are required to inform your line manager, and/or the Department of Human Resources, in confidence, of any changes to your circumstances which affect your criminal record status, in order that the impact upon your suitability to undertake your job may be reviewed.

#### **10. Intellectual and Patentable Property**

You are required to follow agreed University policy in respect of intellectual property ownership, including copyright and other related matters, as may be in force at any given time, and as modified from time to time by the University.

If you believe that there is patentable property or commercial exploitation possibility arising out of your University work you are required to inform the appropriate University body as soon as possible and certainly before any

disclosure or publication of the invention, or commercial contracts are agreed. The University will then determine as soon as possible whether it will become involved, determining with you how any future benefits of exploitation may be shared between you, your Department and the University, or will notify you that the University has no interest in the invention or commercial opportunity and that you are free to proceed at your own risk and cost.

#### **11. Confidential Information**

No information of a confidential nature may be disclosed to an unauthorised person.

#### **12. Data Protection**

Personal information provided to the University and held on staff personal records must be accurate, complete and up to date and you should advise the University of any changes to this information.

This information is processed by the University, in accordance with its registration under the Data Protection Act 1998, and in pursuance of its educational and administrative functions and statutory requirements.

#### **13. Continuity of Employment**

Under the provisions of the Employment Protection Act 1975, no previous employment with the University or with any other previous employer may count as part of the continuous period of employment with the University, except where otherwise stated.

#### **14. Duties and Conflicts of Interest**

In accordance with the Policy on Personal Relationships and Conflicts of Interest in the Workplace, you should conduct yourself at all times in ways that are consistent with your role and duties, and in accordance with all University staffing policies. You are required to declare any real or potential conflicts of interest.

You should not normally take up other engagements or appointments outside the University during the course of your employment. If you wish to do so, you should discuss this with your Head of Department.

#### **15. Sickness Absence Management Notification**

Sickness absence should be reported in accordance with the University of Sheffield Sickness Absence Management Policy.

#### **Certification**

In cases of ill health lasting more than seven calendar days, you are required to obtain a Medical Certificate from your General Practitioner (GP).

#### **Payment of Salary**

Entitlements to salary during sickness absence will be calculated in accordance with continuity of service. The salary during periods of sickness absence consists of Statutory Sick Pay (SSP) which is topped up to the equivalent of full pay or half pay as applicable. Full details of SSP entitlements and calculations may be requested from the Salaries and Superannuation Office.

	<b>Full Pay</b>	<b>Half Pay</b>
<b>Year 1 – first 3 months</b>	2 weeks	2 weeks
<b>Year 1 – after 3 months</b>	8 weeks	8 weeks
<b>Years 2 and 3</b>	13 weeks	13 weeks
<b>Years 4 and 5</b>	21 weeks	21 weeks
<b>After 5 Years</b>	26 weeks	26 weeks

#### **16. Disciplinary Procedure**

If the need for disciplinary action should arise, this will be carried out in accordance with The University of Sheffield Disciplinary Procedure for all University Staff.

#### **17. Grievance Procedure**

Staff are encouraged to seek an informal resolution to any grievance concerns or complaints they may have. However if the staff member wishes to raise a formal grievance in relation to their employment they should do so in writing in accordance with the University of Sheffield Grievance Procedure for all University Staff.

#### **18. Retirement**

The normal retirement age for University staff is age 65. Appointments will normally terminate when staff reach 65 years of age.

#### **19. Changes to the Terms and Conditions of Service**

No member of the University apart from the Registrar and Secretary as Secretary to the University Council or the Director of Human Resource Management has authority to notify staff of any changes in the Terms and Conditions of Service of any member of staff. If any other member of staff purports to effect any change in the Terms and Conditions of Service, the University will not be bound by any such change.

## **1. Grade Related Terms and Conditions of Service**

### **Grades 1 and 2**

#### **1. Hours of Work**

The standard working week for full-time staff is 37 hours normally worked over 5 agreed days. Any hours worked on days 6 and 7 are paid at premium rates.

#### **2. Overtime and Premium Rates**

All hours worked up to and including 40 hours are paid at plain time. Hours worked in excess of 40 hours are paid at time and a half.

All paid overtime must be agreed in advance and may be taken as time-worked off in lieu.

The following premium rates apply:

- Work undertaken between 10.00pm and 6.00am is paid at 1.3 × hours unless a shift allowance is being paid.
- All hours worked on the 6<sup>th</sup> worked day of the week are paid at 1.5 × hours.
- All hours worked on the 7<sup>th</sup> worked day of the week are paid at 2.0 × hours.
- All hours worked on University closure days are paid at 2.0 × hours.
- All hours worked on Bank Holidays are paid at 2.0 × hours (plus time-worked off in lieu).

#### **2. Payment of Salary**

Salary is payable monthly in arrears. Payment of salary for part-time staff is pro rata.

Payment is made for contracted hours of work only and excludes lunch breaks except where staff are required to be available during meal times. Such an arrangement is to be regarded as exceptional.

#### **3. Annual Leave**

The annual leave year runs between 1 October and 30 September and staff should ensure that all accrued annual leave has been taken before the end of the annual leave year. Annual leave is not transferable from one leave year to another.

The annual leave entitlement for full time staff is 27 days, plus 3 closure days and 8 Bank Holidays. The dates of the closure days are agreed by the University Council and announced at the start of each leave year. Part time staff receive a pro rata entitlement to annual leave, closure days and Bank Holidays in accordance with the University Guidelines on Annual Leave Entitlements for Part-time Staff.

On termination of your employment, you are entitled to take paid annual leave or payment in lieu of outstanding annual leave entitlement.

#### **4. Pension Scheme Membership**

##### **The University of Sheffield Pension Scheme**

All full-time and part-time staff between the ages of 18 and 64 may contribute to the University of Sheffield Pension Scheme (1975). Membership of the University of Sheffield Pension Scheme is available on an opt out basis through Pay Plus for pensions, which is a salary sacrifice arrangement.

Membership is voluntary. New members may join at the point that their employment commences, or may choose to join at a later point during their employment. Staff joining the scheme more than 12 months after the commencement of employment should be aware that they will be required to provide medical evidence, in connection with the life assurance benefits of the Scheme, before being admitted to the Scheme.

**Issue 3 (revised)**  
**Oct 2011**

Members of the Scheme are contracted-out of the State Earnings-Related Pension (SERPS). Staff who do not join the Scheme will automatically be members of SERPS unless they personally 'opt-out' via a personal or stakeholder pension.

**University of Sheffield Stakeholder Pension Plan**

Membership of the University of Sheffield Stakeholder Pension Plan is available to all staff.

**5. Notice Periods**

If you wish to terminate your employment, you are required to give four weeks notice in writing to the Director of Human Resource Management via your Manager, clearly stating the date on which your employment will end.

Staff with up to four years continuous service are entitled to receive four weeks notice from the University and for each completed year of service thereafter, a further one week of notice up to a maximum of twelve weeks.

**Grades 3, 4 and 5**

**1. Hours of Work**

The standard working week for full-time staff is 35 hours normally worked over 5 agreed days. Any hours worked on days 6 and 7 are paid at premium rates.

**2. Overtime and Premium Rates**

All hours worked up to and including 40 hours are paid at time. Hours worked in excess of 40 hours are paid at time and a half.

All paid overtime must be agreed in advance and may be taken as time-worked off in lieu.

The following premium rates apply:

- Work undertaken between 10.00pm and 6.00am is paid at 1.3 × hours unless a shift allowance is being paid.
- All hours worked on the 6<sup>th</sup> worked day of the week are paid at 1.5 × hours.
- All hours worked on the 7<sup>th</sup> worked day of the week are paid at 2.0 × hours.
- All hours worked on University closure days are paid at 2.0 × hours.
- All hours worked on Bank Holidays are paid at 2.0 × hours (plus time-worked off in lieu).

**3. Payment of Salary**

Salary is payable monthly in arrears. Payment of salary for part-time staff is pro rata.

Payment is made for contracted hours of work only and excludes lunch breaks except where staff are required to be available during meal times. Such an arrangement is to be regarded as exceptional.

**4. Annual Leave**

The annual leave year runs between 1 October and 30 September and staff should ensure that all accrued annual leave has been taken before the end of the annual leave year. Annual leave is not transferable from one leave year to another.

The annual leave entitlement for full time staff is 27 days, plus 3 closure days and 8 Bank Holidays. The dates of the closure days are agreed by the University Council and announced at the start of each leave year. Part time staff receive a pro rata entitlement to annual leave, closure days and Bank Holidays in accordance with the University Guidelines on Annual Leave Entitlements for Part-time Staff.

On termination of your employment, you are entitled to take paid annual leave or payment in lieu of outstanding annual leave entitlement.

## **5. Pension Scheme Membership**

### **The University of Sheffield Pension Scheme**

All full-time and part-time staff between the ages of 18 and 64 may contribute to the University of Sheffield Pension Scheme (1975). Membership of the University of Sheffield Pension Scheme is available on an opt out basis through Pay Plus for pensions, which is a salary sacrifice arrangement.

Membership is voluntary. New members may join at the point that their employment commences, or may choose to join at a later point during their employment. Staff joining the scheme more than 12 months after the commencement of employment should be aware that they will be required to provide medical evidence, in connection with the life assurance benefits of the Scheme, before being admitted to the Scheme.

Members of the Scheme are contracted-out of the State Earnings-Related Pension (SERPS). Staff who do not join the Scheme will automatically be members of SERPS unless they personally 'opt-out' via a personal or stakeholder pension.

### **University of Sheffield Stakeholder Pension Plan**

Membership of the University of Sheffield Stakeholder Pension Plan is available to all staff.

## **6. Notice Periods**

If you wish to terminate your employment, you are required to give four weeks notice in writing to the Director of Human Resource Management via your Manager, clearly stating the date on which your employment will end.

Staff with up to four years continuous service are entitled to receive four weeks notice from the University and for each completed year of service thereafter, a further one week of notice up to a maximum of twelve weeks.

## **Grade 6**

### **1. Hours of Work**

The standard working week for full-time staff is 35 hours normally worked over 5 agreed days. Any hours worked on days 6 and 7 are paid at premium rates.

### **2. Overtime and Premium Rates**

All hours worked up to and including 40 hours are paid at time. Hours worked in excess of 40 hours are paid at time and a half.

All paid overtime must be agreed in advance and may be taken as time-worked off in lieu.

The following premium rates apply:

- Work undertaken between 10.00pm and 6.00am is paid at 1.3 × hours unless a shift allowance is being paid.
- All hours worked on the 6<sup>th</sup> worked day of the week are paid at 1.5 × hours.
- All hours worked on the 7<sup>th</sup> worked day of the week are paid at 2.0 × hours.
- All hours worked on University closure days are paid at 2.0 × hours.
- All hours worked on Bank Holidays are paid at 2.0 × hours (plus time-worked off in lieu).

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### **3. Payment of Salary**

Salary is payable monthly in arrears. Payment for part-time staff is pro rata.

**Issue 3 (revised)**  
**Oct 2011**

Payment is made for contracted hours of work only and excludes lunch breaks except where staff are required to be available during meal times. Such an arrangement is to be regarded as exceptional.

**4. Annual Leave**

The annual leave year runs between 1 October and 30 September and staff should ensure that all accrued annual leave has been taken before the end of the annual leave year. Annual leave is not transferable from one leave year to another.

The annual leave entitlement for full time staff is 27 days, plus 3 closure days and 8 Bank Holidays. The dates of the closure days are agreed by the University Council and announced at the start of each leave year. Part time staff receive a pro rata entitlement to annual leave, closure days and Bank Holidays in accordance with the University Guidelines on Annual Leave Entitlements for Part-time Staff.

On termination of your employment, you are entitled to take paid annual leave or payment in lieu of outstanding annual leave entitlement.

**5. Pension Scheme Membership**

You may, subject to the rules of the Universities Superannuation Scheme Ltd., become or continue as a member of the Universities Superannuation Scheme Ltd. A contracting-out certificate under the Social Security Pensions Act 1975 is in force for appointments subject to the Universities Superannuation Scheme. Membership of the Universities Superannuation Scheme Ltd is available on an opt out basis through Pay Plus for pensions, which is a salary sacrifice arrangement.

**University of Sheffield Stakeholder Pension Plan**

Membership of the University of Sheffield Stakeholder Pension Plan is available to all staff.

Existing staff moving into Grade 6 should seek advice regarding pension scheme membership.

**6. Notice Periods**

If you wish to terminate your employment, you are required to give four weeks notice in writing to the Director of Human Resource Management via your Manager, clearly stating the date on which your employment will end.

Staff with up to four years continuous service are entitled to receive four weeks notice from the University and for each completed year of service thereafter, a further one week of notice up to a maximum of twelve weeks.

**Grade 7, 8 and 9**

**1. Hours of Work**

A nominal working week of 35 hours applies for full-time staff.

**2. Overtime and Premium Rates**

Overtime and premium rates of pay are not available to staff on Grades 7 to 9.

**3. Payment of Salary**

Salary is payable monthly in arrears. Payment for part-time staff is pro rata.



#### **4. Annual Leave**

The annual leave year runs between 1 October and 30 September and staff should ensure that all accrued annual leave has been taken before the end of the annual leave year. Annual leave is not transferable from one leave year to another.

The annual leave entitlement for full time staff is 30 days, plus 3 closure days and 8 Bank Holidays. The dates of the closure days are agreed by the University Council and announced at the start of each leave year. Part time staff receive a pro rata entitlement to annual leave, closure days and Bank Holidays in accordance with the University Guidelines on Annual Leave Entitlements for Part-time Staff.

On termination of your employment, you are entitled to take paid annual leave or payment in lieu of outstanding annual leave entitlement.

#### **5. Pension Scheme Membership**

Subject to the rules of the Universities Superannuation Scheme Ltd., staff may join or continue their membership of the Universities Superannuation Scheme Ltd. A contracting-out certificate under the Social Security Pensions Act 1975 is in force for appointments subject to the Universities Superannuation Scheme. Membership of the Universities Superannuation Scheme Ltd is available on an opt out basis through Pay Plus for pensions, which is a salary sacrifice arrangement.

#### **University of Sheffield Stakeholder Pension Plan**

Membership of the University of Sheffield Stakeholder Pension Plan is available to all staff.

#### **6. Notice Periods**

Appointments are terminable at any time by three months notice from either side, however in the case of teaching staff the resignation will normally be required to take effect from the end of the University Semester (subject to mutual agreement, this requirement may be waived).