Aston University

TERMS AND CONDITIONS OF EMPLOYMENT

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

These terms conditions of employment apply to all staff of the University, except those engaged on a casual basis and those engaged on Clinical terms. The first part of this document details the standard conditions of employment which apply equally to all staff. The appendices detail conditions of employment which are supplementary and which apply to specific groups of staff. Any variation from these conditions will be set out in the formal offer of appointment.

The terms and conditions set out below have been determined by collective bargaining and may be subject to variation by agreement with the relevant trades unions. They may also be modified by 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 principal 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. GRADING OF POSTS

The University operates a Job Evaluation Scheme (HERA) to determine the grading of all posts. See **Job Evaluation** for more information.

4. REMUNERATION

Salaries will be in accordance with the University's salary scales for the appropriate grade of staff. Salaries on appointment are determined by the Appointments Board, within the grades 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.

Subject to satisfactory service, annual increments will be payable to the maximum of the scale.

Annual increments are subject to three months' service in the post, or any other post on the same grade – for example, an appointment made between 1 January and 31 March will not be subject to an increment in the following April. Increments are otherwise granted automatically, unless withheld in accordance with the University's disciplinary procedure. If an increment is withheld because of unsatisfactory service, and the service of the employee subsequently becomes satisfactory, the increment will thereupon be reinstated.

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.

Weekly wages are calculated on an hourly rate of pay and are paid each Friday, in arrears, by means of a bank credit.

5. 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 in grade 7 and above who work such occasional additional hours are not eligible for compensation other than Time Off In Lieu (TOIL).

Where staff in grades 1 – 6 are requested and agree to work over 36.5 hours in a given week (or shift cycle if they are shiftworkers), compensation will given either as TOIL, or overtime pay, the method of compensation to be at the discretion of the relevant manager.

For staff in grades 1 – 6 who work a specified five-day week and are not designated shiftworkers, overtime will be paid on the basis of 1½ x basic rate where the overtime is worked on a designated working day or on the first rest day and at 2 x basic rate for the second rest day, for bank holidays and for University closure days.

For staff in grades 1 – 6 who are contracted to work any five out of seven days and are not designated shiftworkers, overtime will be paid on the basis of 1½ x basic rate where the overtime is worked on a working day or on the first rest day and at 2 x basic rate for the 7th day, for bank holidays and for University closure days.

Overtime for staff in grades 1 – 6 who are designated shiftworkers will be paid at 1 ½ x basic rate for the first 10 additional hours and at 2 x basic rate thereafter for hours worked within a single shift cycle.

Except where specified otherwise in their contract, staff will have the right to refuse to work additional hours.

6. 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 those staff who could be paid overtime (i.e. grades 1 – 6), TOIL may be granted as an alternative to overtime pay. It is at the manager's discretion which form of compensation to offer.

For staff who are not paid overtime (i.e. grades 7 and above), 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 see the **Policy governing TOIL** http://www1.aston.ac.uk/staff/hr/policy-procedures/other/guidelines-on-time-off-in-lieu-toil/.

7. 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** http://www1.aston.ac.uk/staff/hr/policy-procedures/wellbeing/worktime/.

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** http://www1.aston.ac.uk/EasySiteWeb/GatewayLink.aspx?alId=22844 and return it to Human Resources.

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.

8. JOB SHARE

Posts which are offered on a job share basis will be subject to the **Job Share Guidelines** http://www1.aston.ac.uk/staff/hr/policy-procedures/other/jobshare/.

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.

9. 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.

10. PERFORMANCE RELATED PAY

The University operates a Performance-Related Pay Scheme, whereby the authority to award performance-related pay is devolved to Executive Dean/Heads of Departments. These payments may be in the form of a merit

award, 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.

11. PROBATION

Appointments may be subject to the satisfactory completion of a probationary period, in accordance with the University's **Probationary Procedure** http://www1.aston.ac.uk/staff/hr/my-aston/alc/probation/. 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.

12. ANNUAL LEAVE

The following entitlements to annual leave apply to all staff from commencement of employment:

Grades	Annual Leave (days)
Professorial & equivalent	31
7 – 10	30
1 – 6	25

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

In addition to the annual leave entitlement, 13 additional days holiday per year are currently given as statutory Public Holidays and University Holidays. The dates of these Public and University Holidays are published annually on the Human Resources website.

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.

In addition to their annual leave, which may be taken as six consecutive weeks in the months of July - September inclusive, academic staff are not required to attend the University's premises for a further six weeks per year, but are expected to spend this time carrying out their normal duties, again the timing of such absences to be agreed with the Executive Dean.

The annual leave period runs from 1 April to the next succeeding 31 March with the exception of:

- Other Related staff and all fixed term staff whose annual leave period starts on the day of appointment.
- Academic staff whose annual leave period starts on 1 September.

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** http://www1.aston.ac.uk/staff/hr/benefits/holiday-leave/annual-leave-guidelines/.

13. 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** http://www1.aston.ac.uk/staff/hr/benefits/holiday-leave/special-leave-for-parliamentary-candidates/.

14. 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.

15. 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 the following 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.

Staff Type	Grade	Notice Period
Professorial and Equivalent		6 months
ALC	Grade 7 – 10	3 months
Academic	Grade 10	6 months
	Grades 8 and 9	2 months, the last day of employment to be 31 December, 30 April or 31 August
Research and Other Related Staff	Grades 7 – 10	2 months where the last day of employment is to be 31 December or 30 April, or 3 months where the last day of employment is to be 31 August.
Technical Staff	All grades	1 month
Monthly paid staff	Grades 1 – 6	1 month
Weekly Paid Staff	All grades	1 week

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) the following notice periods will apply:

Grade	Notice Period
Professorial and Equivalent	6 months
Grades 7 – 10	3 months
Grades 1 – 6 Monthly paid	The greater of 1 month's notice or one week's notice for each year of continuous employment up to a maximum of twelve weeks.
Grades 1 – 6 weekly paid	The greater of 1 week's notice or one week's notice for each year of continuous employment up to a maximum of twelve weeks.

16. 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.

17. 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** http://www1.aston.ac.uk/staff/hr/policy-procedures/wellbeing/page-for-sickness-absence-policy-procedures-and-guidelines/.

18. 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 http://www1.aston.ac.uk/staff/hr/policy-procedures/other/policy-on-the-recruitment-and-employment-of-ex-offenders/.

19. IMMIGRATION CHECKS

Under the Asylum and Immigration Act, the University has a legal responsibility to ensure that all employees are eligible to live and work in the UK prior to them taking up employment.

All offers of employment are subject to staff being able to demonstrate that they are free to take up and remain in employment in the United Kingdom. Therefore prospective staff who will be unable to produce a valid UK or EEA passport, or an overseas passport with a valid visa, on their first day of employment should contact Human Resources as soon as possible for advice.

In the absence of such confirmation, the University has to assume that staff are overseas nationals who require leave to remain in the UK. Their ability to take up and remain in employment is then conditional upon:

a) obtaining leave to remain and work in the UK (for example, by obtaining a visa under the Points Based Immigration System) or
b) the Immigration and Nationality Directorate (formerly the Home Office) confirming leave to remain in the United Kingdom on some other basis.

Information about working in the UK and applying for visas can be found on the Home Office website www.workingintheuk.gov.uk.

20. RELOCATION

Staff are normally required to establish residence within reasonable daily travelling distance of the University, as defined by the University. Details of reimbursement for removal and other expenses incurred by newly-appointed staff in moving to the Birmingham area are covered in the **Relocation Policy** http://www1.aston.ac.uk/staff/hr/policy-procedures/other/relocation/.

21. 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 Director of Staff & Student Services.

22. 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.

23. 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?alId=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.

24. 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** http://www1.aston.ac.uk/staff/equalops/policies/equalitydiversitycodeofpractice/.

25. 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/getresource.axd?AssetID=146832&servicetype=Attachment

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.

26. 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** http://www1.aston.ac.uk/staff/hr/policy-procedures/wellbeing/maternity-and-adoption-leave/.

27. 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** http://www1.aston.ac.uk/staff/hr/a-z/paternityleave/.

28. 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.

29. PENSIONS

Eligible staff are offered a defined benefit pensions scheme.

Staff in Grade 7 and above will be offered membership of the **Universities' Superannuation Scheme (USS)** http://www1.aston.ac.uk/staff/hr/benefits/pensions/universities-superannuation-scheme-uss/.

Staff in grades 1 – 6 will be offered membership of the **Aston University Pension Scheme (AUPS)** http://www1.aston.ac.uk/staff/hr/benefits/pensions/.

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 and AUPS can be obtained.

The University operates both USS and AUPS as Flexible Benefits. 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:

- Employees engaged for a fixed period of six months or less will not be eligible to join AUPS. If the

appointment is extended beyond six months, employees should contact the Pensions & Employee Benefits Manager for further information.

- The Rules of USS and AUPS 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.

30. GRIEVANCE PROCEDURE

Academic staff who have a grievance relating to their employment are entitled to invoke the Academic Grievance Procedure contained in **Section XXV, Part VI of the Statutes of the University** http://www1.aston.ac.uk/EasySiteWeb/GatewayLink.aspx?alId=17703.

The procedure for considering grievances raised by other staff is contained in the **Grievance Procedure for Support Staff** http://www1.aston.ac.uk/staff/hr/my-aston/alc/alcgriev/.

31. DISCIPLINARY PROCEDURE

The procedure for discipline, dismissal and removal from office of members of the Academic Staff is contained in **Section XXV, Part III of the Statutes of the University** http://www1.aston.ac.uk/EasySiteWeb/GatewayLink.aspx?alId=17703.

The disciplinary procedure for other staff is the **Disciplinary Procedure for Support Staff** http://www1.aston.ac.uk/staff/hr/my-aston/alc/alcdisc/.

32. REDUNDANCY AGREEMENT

The University has a **Redundancy Agreement** http://www1.aston.ac.uk/staff/hr/my-aston/alc/redundancy/ 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.

33. 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.

34. 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 the following unions for collective bargaining purposes:

Staff Groups	Union
All staff in grades 7 and above other than: • Technicians up to and including those in grade 8 • Security staff up to and including those in grade 7 • Trades and Grounds staff up to and including those in Grade 7	UCU
All staff in grades 4 to 6 and • Technicians up to and including those in grade 8 • Security staff up to and including those in grade 7 • Trades and Grounds staff up to and including those in Grade 7	UNITE
All staff in grades 1 to 3 and • Cleaning staff up to and including those in grade 6	GMB

35. 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.

APPENDIX 1 – ADDITIONAL TERMS RELATING TO ACADEMIC STAFF

These conditions apply to staff appointed as Professors, Readers, Senior Lecturers and Lecturers (Academic Staff).

The employment of Academic Staff is governed by Section XXV of the Statutes of the University. In the event of a conflict between the Statutes and any term of employment, ordinance or regulation, the term should be construed to comply with the Statute.

Academic Staff on appointment to the University by virtue of the Charter and Statutes become members of the University and of the body politic and corporate and thereby accept the responsibilities involved. Academic Staff will therefore be expected to undertake such duties as may be necessary to achieve the objects of the University as stated in the Charter, and such other activities which are necessary to give effect to the provisions of the Charter and Statutes.

a) INTERNAL ACADEMIC STAFF PROMOTIONS REVIEW

The Vice-Chancellor is responsible for initiating an annual internal promotions review of academic staff. Applications are invited from lecturers, senior lecturers and readers and these are considered on the basis of the agreed criteria. A copy of the Internal Academic Staff Promotions Review Procedure, approved by the University Council, is distributed to eligible staff when the review is launched. Copies are available at other times from Human Resources.

b) SPECIAL LEAVE OF ABSENCE

Special leave of absence may be granted to academic staff for the purpose of study, travel, temporary appointments in industry or elsewhere, or for other reasons. Special leave of absence may be with or without salary according to the circumstances. Such leave will be granted at the discretion of the Senate or any body or persons to whom Senate delegates authority. The University shall safeguard the superannuation rights of the teacher, but may require reimbursement of the contribution due from the teacher. The superannuation position of staff who are members of the Teachers' Superannuation Scheme is governed by special statutory regulations.

c) EXTERNAL RESEARCH, CONSULTATIVE AND OTHER WORK

The University recognises that it is desirable that academic staff should be free to undertake private consultancy work, research and other similar activities so long as this is not done to an extent which may conflict with the interests of the University.

Earnings from outside occupations may be retained by academic staff except where materials, equipment or the services of the University have been used in which case they are required to make reasonable payments. See **Consulting Policy at Aston** http://www1.aston.ac.uk/staff/hr/my-aston/academic-staff/acconsult/.

d) PROTECTED MATERNITY RIGHTS

Staff employed in academic posts before 1 April 2011 remain eligible for maternity pay at the rate of 26 weeks on full pay plus 26 weeks on half pay for the duration of their academic career.

e) TEACHING QUALIFICATIONS

It is the normal expectation that all teaching staff who are not able to satisfy the requirements of an advanced teaching qualification (such as the University's PG Certificate in Professional Practice (PGCPP)) on appointment should be able to do so within two years of appointment. This may be extended to four years in exceptional circumstances or where staff hold part-time posts.

APPENDIX 2 – ADDITIONAL TERMS RELATING TO SHIFT WORKERS

Aston University defines shift workers as members of support staff who in order to cover their normal local operational requirements, are contracted to work to a working pattern other than that of reasonably regular hours based on working for 5 days (FTE) per week.

The relevant manager, in conjunction with Human Resources, will determine whether the designation of shift workers should apply to a member of staff, and Human Resources will determine any shift premium payable (see below).

a) EXAMPLES OF SHIFT WORKERS

- Staff working regular shift cycles (i.e. arrangements where the hours of work change after a given number of days such as in a traditional rotating shift where the staff members works a week of earlies, followed by a week of lates, followed by a week of nights.
- Staff working concentrated hours arrangements (i.e. where the weekly hours are concentrated into a shorter working week such as a four days on, three days off pattern) where the hours worked on the four working days are longer than normal.
- Rotared hours (i.e. where the hours/days that staff are to work are determined (within certain limits) according to anticipated workflow)

NB: More than one of the above definitions may apply. Examples include, but are not limited to those staff who work a four-day-on and four-day-off, cyclical pattern. Equally, some of the definitions may apply to some staff who work Monday to Friday, or those who work a more complex pattern of days. In each case, the points allocated will be for the criteria shown in the table below.

b) SHIFT PREMIA

Two key principles have been used in determining the shift premia outlined below: Firstly, that the greater the level of divergence from a "normal" working pattern, the more points will be allocated, and secondly, the greater level of 'disturbance' (i.e. the extent to which one pattern of work varies significantly from the next).

In establishing these principles, it is also recognized that in operational areas which require shifts to be worked, the University has to be able to cover normal operational requirements at salary rates which are broadly in line with external competitors, or the operational units will become non-viable.

Shift premia are payable where the pattern is **integral** to the employee's 'normal' working week. The premia **include** payment for scheduled work on bank holidays, University closed days and weekends. Any **overtime** worked on such days will be enhanced according to the overtime arrangements outlined above.

The method of calculating the value of shift working patterns is as follows:

	Features of Shift	Points
i	**Starting time of early shift**	
	after 07:00	0
	06:00 – 06:59	1
	05:59 or earlier	2
ii	**Finishing time of late shift**	
	before or at 22:00	0
	22:01 – 24:00	1
	24:01 or later	2
iii	**Difference between the starting times of earlies and lates (or lates to nights etc)**	
	less than 4 hours	0
	4 to 10 hours	1
	Shift cycle covering 24 hours a day	2
iv	**Night working**	

	No night working required	0
	Partial nights (including at least 2 hours between 24:00 and 06:00) (see note 1 below)	2
	Full nights (including all the hours between 24:00 and 06:00)	3
v	**Bank Holiday working**	
	Shift pattern does not require University closed days/bank holidays to be worked	0
	Shift pattern requires 1 - 3 University closed days/bank holidays to be worked	1
	Shift pattern requires 4 - 7 University closed days/bank holidays to be worked	2
	Shift pattern requires 8+ University closed days/bank holidays to be worked	3

Notes:

1. If the working pattern regularly – at least once every 3 weeks (averaged over 52 weeks) – requires night working, it will attract the relevant point score e.g. a rotating shift employee working nights for a third of his/her working time would score 3 under iv) above. For working patterns where night work comprises between ¼ and 1/8 working time, subtract 1 point from the relevant point score above; and for working patterns where night work makes up less than 1/8 working time, score zero.

2. No point score is allocated to any element of a working pattern where the time is remunerated separately according to support staff conditions of employment, or for which equivalent time off in lieu is given.

3. Working arrangements which match the following scores will attract the shift premium shown:

Points	Shift Premium
0 – 3	No premium
4 – 7	10% basic rate
8 or more	15% basic rate

APPENDIX 3 – ADDITIONAL TERMS RELATING TO STAFF IN GRADES 1 TO 3

The working patterns of staff in the University vary according to local practice. Most involve Monday-Friday work spread over reasonably regular hours. While such patterns vary between different operational areas, and while some areas operate flexitime systems and others do not, these working patterns are considered to be 'standard'.

Where non-standard patterns of work are undertaken by support staff, the following will apply:

a) REST DAY ENHANCEMENTS

Where hours worked by staff in grades 1 – 3 are within the first 36.5 hours in any given week, but fall on the first rest day (or 6th working day if contracted to work for 5 out of 7 days), an enhanced rate of 1 ½ x basic pay will apply to those hours..

Similarly, 2 x basic rate will apply to hours worked by staff in Grades 1 – 3 on their second rest day (or 7th working day if contracted to work for 5 out of 7 days).

For hours in excess of 36.5, rest day enhancements will not be paid, but overtime rates will.

Enhanced pay rates will not apply where compensating time off in lieu (TOIL) has been agreed.

The same principles will apply to part time staff e.g. where a part-time member of staff is contracted to work any 3 days out of 7, enhanced rates would be paid for any hours worked on the 6th and 7th day in any given week.

b) UNSOCIAL HOURS

Other than for staff designated as 'Nightworkers' (see below), a premium of 1 1/5 x basic rate will be paid for staff in Grades 1 – 3 who work between 22:00 and 24:00 and 1½ x basic rate will be paid for hours worked between 24:00 and 06:00 where no shift or nightworker allowance is in place.

Unsocial Hours payments are only payable where the hours worked fall within the first 36.5 hours worked in any given week. For additional hours, overtime rates will be paid.

c) NIGHTWORKERS

Nightworkers are those staff (other than shiftworkers) for whom a large proportion (i.e. more than 50%) of their contractual working hours fall between 22:00 and 06.00.

For staff in Grades 1 – 3 who are designated as 'nightworkers', a supplement of 1 1/3 x basic rate will be paid for all hours which fall between 22:00 and 06.00.