

# Conditions of Employment

## Non-Professorial Academic Staff

### 1. GENERAL CONDITIONS

Members of staff are subject to the Charter and Statutes and the Ordinances and Regulations of the University, published in the Calendar, and to any amendments or additions thereto approved by the University Court and, in the case of the Charter and Statutes, the Privy Council. Staff are also expected to familiarise themselves with, and adhere to, general University policies and procedures, as published on University web pages.

The University Court recognises Strathclyde Universities and Colleges Union (SUCU) as the sole body with which it will negotiate and consult on all collective issues concerned with the terms and conditions of employment of Academic Staff. Such terms and conditions may be varied by the University Court after negotiation and consultation with SUCU.

Each member of staff is responsible for the proper performance of allocated duties to the person or persons specified in the member of staff's letter of appointment and any accompanying papers.

The University is committed to ensuring that its business is conducted in an open and transparent manner and will take all appropriate steps to address risks of bribery or corruption. Members of staff are required at all times to act honestly and with integrity and to safeguard the resources for which they are responsible. The University has in place a robust Public Interest Disclosure (Whistleblowing) Policy to enable concerns to be brought to its attention. This is available at [www.strath.ac.uk/publicinterestdisclosure](http://www.strath.ac.uk/publicinterestdisclosure). Other relevant policies, e.g. Fraud Prevention and Conflicts of Interests, can also be found on the University's website.

Any member of staff may at any time be exposed to commercially sensitive information, information related to potentially valuable intellectual property or information which may otherwise be of a confidential nature. This information, which could be found anywhere in the University, may be written or disclosed orally, can include information of a commercial or technical nature, and may be owned by the University or by third parties. The University requires all employees to keep any such information confidential in the first instance and not disclose, publish or otherwise disseminate it without prior consent of the University. Such confidentiality obligations are commonplace and in the commercial interests of the University. When in doubt advice should always be sought from Research and Knowledge Exchange Services prior to disclosure.

The University operates probationary periods for new staff. The probation period for posts in this staff category is 12 months. Further guidance on probationary procedures is published at [www.strath.ac.uk/hr](http://www.strath.ac.uk/hr).

Further information on the terms and conditions specified in this document and other staffing policies and procedures can also be found at [www.strath.ac.uk/hr](http://www.strath.ac.uk/hr).

### 2. SALARY

Appointments are made at an appropriate salary point on the University's grading structure, with initial placing determined according to qualifications and experience. Increments are paid to staff on 1 April each year, when the employee has a minimum of 6 full months of service at the appointed grade, allowing progression to the next point on the salary scale until the top guaranteed point of the scale is reached.

Salaries are paid directly to staff members nominated bank account, normally on the second last working day of the month.

### 3. HOURS OF WORK

Working time is that required to fulfil the duties of the post. The duties are: research, teaching, knowledge exchange and administrative activities organised by agreement with the Head of Department/School/equivalent to produce a reasonable balance of commitment between these duties. The University Court recognises that Academic Staff carry out these duties in a wide variety of ways, but expects student contact to take place on the campuses during normal working hours on week days. There are exceptions to this pattern which may involve student contact at other locations or in the evenings, or at the weekends, but these arrangements will be made with the agreement of the member of staff concerned and may involve additional payment.

### 4. HOLIDAYS

Annual leave entitlement is 31 days per year to be taken by agreement with the line manager. For staff members working on a part-time basis, holidays will be calculated on a pro-rata basis.

In addition to annual leave there is an entitlement to eleven public holidays per year which should be taken on days that the University is closed for this purpose. The University presently closes for four additional days over the Christmas and New Year period. **These additional days count against the annual leave entitlement.**

For staff members working on a part-time basis, public holiday entitlement will be calculated on a pro-rata basis.

Annual leave and public holiday entitlements should be taken in the leave year to which they relate. Up to five days leave can be carried forward into the new leave year subject to line management agreement. In exceptional circumstances, Heads of Department/School/equivalent may approve carry forward of accrued annual leave in excess of five days.

The University's expectation is that staff take all accrued holidays prior to their termination date. If staff have exceeded their entitlement the University will deduct an equivalent number of days pay from final salary payments.

### 5. SICKNESS ABSENCE

During any period of absence through illness or injury provided the appropriate notification and certification procedures have been followed the University will pay a member of staff (having taken account of the aggregate of all periods of absence due to illness during the twelve months immediately preceding the first day of the current absence) as follows:

| Period of Continuous Employment at start of absence from work | Full Pay | Half Pay |
|---|----------|----------|
| Less than 1 year  | 1 month  | 1 month  |
| 1 year but less than 2 years                                  | 2 months | 2 months |
| 2 years but less than 3 years                                 | 4 months | 4 months |
| 3 years but less than 5 years                                 | 5 months | 5 months |
| 5 years or more   | 6 months | 6 months |

In order to manage the University's sick pay scheme the University requires to maintain sickness absence records on individual members of staff. When making payments after the expiry of statutory sick pay the University will deduct an amount equivalent to any benefit normally payable by the Department of Work and Pensions. For full details on the general University policy in this area please refer to the Sickness Absence Management Policy at [www.strath.ac.uk/staff/policies/hr](http://www.strath.ac.uk/staff/policies/hr)

## 6. PENSIONS

If you are under age 75 at the date your appointment commences you will automatically become a member of the pension scheme operated by the University – the Universities Superannuation Scheme (USS). You will be admitted to the career revalued benefits scheme called the USS Retirement Income Builder, the contribution rate that currently applies is 9.8% of pensionable salary. A threshold applies to the maximum salary that counts towards the USS Retirement Income Builder. The current threshold from 1 April 2021 is £59,883.65 per year, from 1 April 2022 the threshold will reduce to £40,000 per year. Contributions based on salary above the monthly equivalent rate of the threshold are paid to the defined contribution section of the scheme called the USS Investment Builder. Information regarding USS can be found in the scheme booklet located on the website: [https://www.uss.co.uk/-/media/Project/USSMainSite/Files/For\\_members/Guides/Your\\_guide\\_to\\_Universities\\_Superannuation\\_Scheme.pdf](https://www.uss.co.uk/-/media/Project/USSMainSite/Files/For_members/Guides/Your_guide_to_Universities_Superannuation_Scheme.pdf). The scheme booklet is called 'Your Guide to the Universities Superannuation Scheme'.

The University operates a salary exchange arrangement, Pensions Plus, for members of the USS. Pensions Plus enables pension contributions to be made in a manner so that both employees and the University can benefit from available National Insurance Contribution savings. You will be automatically included in Pensions Plus, provided it does not adversely affect your take-home pay or your ability to claim certain state benefits. If your earnings fall below the Pension Plus pay protection limit you will be opted out of Pension Plus. This will not affect your membership of the USS.

New members of staff may opt out of USS within three months of taking up appointment and will then be treated as if they had never been a member of the scheme. After three months members of staff who wish to withdraw from USS during their employment will be required to give a minimum of 28 days' notice in writing to the University. Any member of staff who wishes to opt out should contact the Pensions Section, Finance, in the first instance ([pensions@strath.ac.uk](mailto:pensions@strath.ac.uk)). Please note that if you are a member of Pensions Plus and withdraw from USS with less than two years of membership, or cease employment with the University and have less than two years of USS membership, the option of a refund of pension contributions will not be available to you. Instead, USS must provide you with a pension benefit that is payable from your Normal Pension Age. Regardless of whether you participate in Pensions Plus, if you are a member of the pension scheme for two years or more you are not entitled to a refund of pension contributions on leaving the scheme, you will be entitled to a pension benefit.

The University reserves the right to alter or withdraw Pensions Plus as it sees fit or as required to comply with legislative changes. Withdrawal or amendment of Pensions Plus will not affect your membership of USS. If you do not wish to participate in Pensions Plus but wish to remain in the pension scheme please contact the Pensions Team who will provide you with a non-participation form.

Information regarding pension scheme membership can be found on the Pensions pages of the University's website. Full information regarding USS can be found on the USS website – [www.uss.co.uk](http://www.uss.co.uk)

## 7. PLACE OF WORK AND RESIDENCE

Members of staff will be based on the John Anderson Campus, unless otherwise stated in the letter of appointment. The Department/School in which the post is initially placed will be specified in the letter of appointment although there will be an expectation to work at such other places as required in the course of employment.

If the need arises for members of staff to work outside the UK for a period (or periods) of more than one month then such arrangements will be subject to mutual agreement. Members of staff would then be provided with a statement in advance setting out the terms covering such periods of employment.

The University does not normally place specific restrictions upon the place of residence of members of staff. All staff are, however, expected to reside in a location which is compatible with the satisfactory fulfilment of all the duties associated with their appointment.

## 8. CONSULTANCY/FURTHER ACTIVITIES

To support the strategic objectives of the University and to facilitate individual professional development, the University encourages staff to engage in professional activities with outside bodies related to their field of work. In many cases, such activity will be approved on the basis that it represents University knowledge exchange activity and should therefore be treated as part of the individual's overall workload and managed through the University's systems. It is also recognised that there will be some cases where an activity is entirely separate from the University and should thus be notified/approved as a personal business activity. For further information please refer to the "University Procedure in relation to Work for Outside Bodies including Consultancies", which forms part of the employment contract and can be accessed at [www.strath.ac.uk/hr](http://www.strath.ac.uk/hr)

## 9. DISCIPLINARY AND GRIEVANCE PROCEDURES

Further information on the University's disciplinary and grievance procedure can also be found at [www.strath.ac.uk/hr](http://www.strath.ac.uk/hr) or on request from Human Resources.

## 10. NOTICE AND TERMINATION

The employment of a member of staff is terminable by at least three months' notice, in writing, on either side; termination dates are normally 31 March, 30 June, 30 September and 31 December. If notice is being given by a member of staff earlier release may be granted if this can be arranged without detriment to the work of the department or area. If the appointment is for a fixed term it will expire at the end of the period without the necessity for notice. Staff whose appointment has so terminated shall not normally be regarded as having been dismissed or removed from office in circumstances to which the terms of Ordinance 4.3 shall apply. Fixed term contracts may be terminated by either party short of the expiry date by the serving of three months' notice in writing. The University is not obliged to continue a fixed term appointment beyond the employment period.

Revised April 2021