

1 Introduction

1.1 These terms and conditions of employment apply to all staff and should be read in conjunction with the particular terms that are appended to this agreement (and form part of this agreement) and personalised offer letters which give further details relating to employment, including job title, grade, rate of pay, hours of work and date of commencement of duties including continuous employment date.

2 Job description

2.1 All staff should have a job description for their post which will be provided on joining the University. Job descriptions will not be regarded as precise or exhaustive specifications of duties and responsibilities but as a guide to accountabilities associated with the role. Staff will also carry out such additional or alternative tasks as the University may from time to time reasonably require, and be required to participate in any training deemed necessary by the University to properly perform their duties.

3 Continuous employment

3.1 Any previous periods of employment with the University, or a previous employer e.g. NHS Trusts, which are to be included in the period of continuous service, will be referred to in personalised offer letters.

3.2 For staff transferring directly from another university within the European Economic Area, previous service will be recognised by the University for the purpose of calculating maternity benefit. For all other contractual and statutory purposes, the period of continuous employment for statutory purposes will begin on their start date with the University of Bristol.

4 Salary

4.1 Basic salary accrues from day to day and is payable monthly by credit transfer into a member of staff's nominated bank/building society account normally on 26th day of each calendar month, subject to the deduction of tax, national insurance and any other agreed or lawfully required deductions, including the deduction of pension contributions where appropriate.

4.2 The University operates a Pension Salary Exchange scheme for eligible staff in the University of Bristol Group Pension Plan (UBGPP), University of Bristol Pension Scheme (UBPAS) and Universities Superannuation Scheme (USS). Under the rules of the Pension Salary Exchange scheme, who become members of UBGPP, UBPAS and USS, and who are eligible to participate in Pension Salary Exchange, will be automatically enrolled in the arrangements unless they opt out. Please refer to the Pension Salary Exchange Scheme at <http://www.bris.ac.uk/hr/salaries/sal-exchange/> for further information. Where staff are in the Pension Salary Exchange scheme, the University will use the term “Reference Pay” to mean basic salary before taking account of any Pension Salary Exchange. Where staff are entitled to additional pay for overtime working, shift allowances, on-call, or similar pay supplements, these will be calculated on the basis of Reference Pay.

4.3 The University’s Pay Spine is reviewed annually, and any changes will normally take effect from 1 August of each calendar year.

4.4 With the exception Associate Professors and Grade M staff, all other staff will progress annually on the relevant incremental date to the top service increment point on their grade, except where unsatisfactory performance has already been established through the operation of the Capability Procedure.

4.5 Associate Professors and Grade M staff will not be eligible for annual incremental progression, but rather, incremental progression will be determined on the basis of personal performance.

5 Deductions

5.1 In accordance with the Employment Rights Act 1996, the University is authorised to deduct from a member of staff’s remuneration, any sums that are due from them including any overpayments, loans or advances made to them by the University and any overpayments in respect of annual leave taken in excess of a member of staff’s entitlement. No deductions will be made without prior notification to the individual.

6 Place of work

6.1 A member of staff’s normal place of work will be such sites of the University and associated NHS Trusts as are requested, but the University reserves the right to require staff to work temporarily or permanently at such other place of work or location as the University may reasonably

require. In the course of a member of staff's duties they may also be required to travel throughout the UK and overseas.

7 Sickness

7.1 If staff are unable to attend for work due to illness or other incapacity, they (or someone on their behalf) must notify the University by telephone as soon as possible (normally by 10.00 a.m.) on their first working day of absence. Staff must state the reason for absence and the date on which they expect to return and/or agree when they will next be in contact with further information.

On a member of staff's return they must submit a self-certification form to the University explaining the cause of their sickness absence. If the absence lasts for eight consecutive days or more (including weekends) they must submit a fit note (issued by certain healthcare professionals) to the University. Further fit notes will be required to cover the total period of absence. It is the member of staff's responsibility to keep the University informed about their progress and their likely date of return.

7.2 The University will normally pay sick pay during sickness absence in accordance with the following arrangements from the first day of absence.

Length of Service	Full Pay	Half Pay
First 3 months of service	2 weeks	2 weeks
Remaining 9 months of first year of service	9 weeks	9 weeks
Second and third year of service	13 weeks	13 weeks
Fourth and fifth year of service	22 weeks	22 weeks
After fifth year of service	26 weeks	26 weeks

7.3 The University reserves the right to withhold University sick pay where a member of staff fails to comply with the proper notification requirements, or if, after full investigation and due process, the University considers that a member of staff is abusing the University sick pay scheme.

7.4 University sick pay shall mean a member of staff's normal rate of pay. Any Statutory Sick Pay (SSP) entitlement shall be included in full pay but paid in addition to half pay.

7.5 The University reserves the right to terminate employment provided due notice has been given in accordance with Ordinance 10, section 7 on ill health, at any stage during or after payment of sick pay.

7.6 For the purpose of calculating entitlement to sick pay the period of service shall be the period of continuous service from the date of appointment to the first day of absence. If a break in continuous service occurs due to resignation and re-employment, the effective period of service for calculating the allowance due will run from the date of re-appointment.

7.7 Entitlement to sick pay is calculated on the basis of length of service as of the first day of absence. Deductions will be made for any days of paid sickness absence occurring during the 12 months preceding the first day of their current period of absence.

7.8 The University shall have sole discretion in appropriate cases to extend the period of paid sick leave.

7.9 If sickness absence is caused by the actionable negligence of a third party in respect of which damages are recoverable then any sums paid by the University shall constitute loans to that member of staff, who shall:

- a. forthwith notify the University of all the relevant circumstances and of any claim, compromise, settlement or judgement made or awarded in connection therewith;
- b. if the University requires a refund of such sums as the University may determine, not exceeding whichever is the lower of:
 - i. the amount of damages recovered under any compromise, settlement or judgement; and
 - ii. the sums advanced in respect of the period of incapacity.

7.10 The University reserves the right to require staff to undergo a medical examination at any time (at the University's expense) by a doctor or other medical practitioner nominated by the University. Staff agree to give such authority as is required for the University's appointed doctor to disclose to the University the relevant findings of such an examination.

7.11 After any period of sickness, and before the University allows a return to work, a member of staff may be required to provide a medical certificate or other written confirmation from a registered medical practitioner that they are fit to return to work. The University reserves the right to refuse to allow a member of staff to return to work until they have complied with such requirement.

Term-time only staff

7.12 Contracted term-time only Staff qualify for University sick pay on a pro rata basis.

7.13 Term-time only staff are entitled to sick pay only for those periods when they would otherwise have been at work. Entitlement to sick pay will cease on the last day of any given working period, and where appropriate, will recommence at the start of the next.

7.14 In calculating entitlement to sick pay, a term-time only member of staff's length of service is regarded as continuous from their date of commencement, including periods of vacation.

8 Expenses

8.1 The University shall reimburse staff for all expenses wholly and necessarily incurred by them in the proper performance of their duties, subject to their compliance with any policy or procedure in relation to expenses that the University may issue from time to time and their production of such evidence as to expenses as the University may require.

8.2 If staff travel abroad as part of their duties, they are required to take out full medical insurance. Staff should contact the University Insurance Officer, prior to departure, to arrange cover. Only insurance arranged under the University Scheme is reimbursable.

9 Confidentiality

9.1 Members of staff must not, either during their employment or at any time after the termination of their employment, disclose any trade secrets or other confidential information relating to the University or any of its activities including those in respect of which the University owes an obligation of confidence to any third party.

9.2 “Confidential Information” means trade secrets and details of and information relating to employees, students of the University, matters of Health and Safety (including the University’s disaster plan), and any information, the release of which would damage the University’s commercial interests, endanger staff or students together with any information that is legally privileged. It also means any information which they are told is confidential, any information that is treated as confidential and any information in respect of which the University has a duty of confidentiality to a third party including patients. Confidential Information also includes any and all information which the University is not obliged to release under the Freedom of Information Act 2000 (the Act) and where a member of staff is uncertain whether a piece of information falls within the Act they will not disclose such information unless and until they have received advice from the University’s Information Rights Manager or other member of the University Secretariat.

9.3 Staff agree that during their employment they will:

- a. not without proper authority remove from the University’s premises, any confidential information
- b. if the University requests, electronically delete or otherwise destroy all confidential information in their possession or under their control and destroy all other documents and tangible items (including back-ups and/or extracts of them) in their possession or under their control which contain or refer to any confidential information.

9.4 Nothing in this Agreement shall preclude a member of staff from making a protected disclosure in accordance with the provisions set out in the Employment Rights Act 1996.

10 University property

10.1 Any property of the University shall remain the property of the University (except for intellectual property belonging to a member of staff under clause 11) and shall be handed over by staff to the University on demand and in any event on the termination of employment.

11 Intellectual property rights

Patents

11.1 As between a member of staff and the University, the ownership of all inventions made by the member of staff will be determined in accordance

with section 39 of the Patents Act 1977. If at any time during their appointment a member of staff (whether alone or with any other person or persons) make an invention, they shall promptly disclose to the University full details, including drawings and models, of such invention to enable the University to determine whether the invention belongs to the University. If the invention does not belong to the University by reasons of the Patents Act 1977, the University shall treat all information disclosed to it by the member of staff as confidential information and the property of the member of staff. If the invention does belong to the University, the member of staff shall do all things necessary or desirable to enable the University, or its nominee, to obtain the benefit of the invention and to secure patent or other appropriate forms of protection for it throughout the world.

11.2 In the best interests of the individual and the University formal arrangements should be agreed relating to such commercial exploitation and any financial benefit arising, and if appropriate be subject to the terms of any relevant research grant.

11.3 Each case will need to be considered in the light of the individual circumstances applying, for example, the balance between University time and resources and those privately invested by the individual concerned. Subject to variation depending upon the circumstances, normally the apportionment of income deriving from such commercial exploitation will be on the following scale:

- i. The first call on income is a payment to the individual(s) involved of up to £4,000 (this should be viewed as an advance allocation of part of the share of the first £15,000 (net of University outgoings) received):
Income £0 gross - £4,000 gross: 100% to the individual(s)
- ii. The next call on income is the recovery of all outgoings by the University; for example patent and legal costs, thus reducing the *gross* income to a *net* sum.
- iii. Further income, received after the initial payment of £4,000 has been made and after the recovery of University outgoings, is apportioned as follows:

Income	Apportionment
	70% to individual(s)
£0 - £15,000 net	15% to host Department
	15% to University

(Assuming net income of £15,000 has been received, the individual(s) will receive a total of £10,500 which *includes* the initial payment of £4,000.)

	50% to individual(s)
£15,000 - £75,000 net	25% to host Department
	25% to University
	1/3rd to individual(s)
Greater than £75,000 net	1/3rd to host Department
	1/3rd to University

11.4 Any payments to individual(s) must take account of both employees' and employer's national insurance contributions. Thus in case i) the £4000 is a gross sum, from which any employer's national insurance contribution should be taken prior to payment. This calculation of national insurance contribution applies to all other payments to individual(s) under scenarios ii) and iii).

Copyright and Design

11.5 Members of staff shall promptly notify the University of all copyright works (including computer software) and all designs (whether registered or unregistered) made, whether alone or with others, in the course of employment. Under the provisions of the Copyright, Designs and Patents Act 1988 and the Registered Designs Act 1949, as amended, the rights in such works or designs shall normally be the property of the University. In the case of the commercial exploitation of copyright works (including computer software) and designs (whether registered or unregistered) made in the course of employment, members of staff are required to consult with the University in order that appropriate arrangements are agreed. The University may not always seek to benefit from any rights in copyright works and designs which it may have as employer.

11.6 Notification by members of staff of possible patents, copyright and designs shall be through their Head of Department to the Research and Enterprise Development Office and University Secretary. In relation to entering into any contracts with outside bodies on behalf of the University, members of staff must consult through their Head of Department with the Registrar and the Research and Enterprise Development Office.

12 Workwear and equipment

12.1 If staff are issued with workwear or equipment they:

- a. must ensure that they use it whenever necessary, or as required, and in accordance with the University's Health and Safety Policy; and
- b. must tell the University as soon as it needs replacing whether due to damage, defect or for any other reasons.

13 Interception of communications

13.1 Under the provisions of The Regulation of Investigatory Powers Act 2000, The General Data Protection Regulation (Data Protection Act 2018), The Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 and any other relevant legislation in force from time to time, the University may, if it considers it reasonable in all the circumstances, monitor and record a member of staff's communications (including but not limited to e-mails, internet access and telephone communications) during their employment.

14 Disciplinary, dismissal and grievance procedures

14.1 The University's disciplinary, dismissal and grievance procedures are set out in the relevant Ordinances. These procedures do not form part of your terms and conditions of employment.

(See University Ordinances at <http://www.bris.ac.uk/hr/policies/>).

14.2 If staff wish to raise any grievance relating to their employment (other than a grievance relating to any disciplinary action other than a warning) they should raise the grievance in writing with their immediate manager. If a member of staff is dissatisfied with any disciplinary decision or a decision to dismiss them, they may appeal in writing to the University Secretary.

15 Data protection

15.1 Staff consent to the University (or any agent thereof) processing personal data relating to them for the purposes of providing employment services, for the administration and management of the business of the University, and to ensure compliance with any applicable laws, regulations and procedures. Further information about how the University processes the personal data of its staff can be found

here: <http://www.bristol.ac.uk/secretary/data-protection/policy/staff-processing-notice/>

15.2 Staff agree to abide at all times by the provisions of the General Data Protection Regulation, Data Protection Act 2018 in relation to any processing by them of the personal data of others.

16 Rules and procedures

16.1 During the course of employment, staff are expected to comply with all of the University's employee rules, regulations, statutes, ordinances, procedures, policies and codes of practice (including but not limited to those relating to health and safety, the use of computers and data protection).

17 Collective agreements

17.1 There are a number of collective agreements that may affect employment and these are available from Human Resources. See web site or contact Human Resources for hard copies.

17.2 These terms and conditions are collectively agreed with the recognised Trade Unions. From time to time variations in terms and conditions of employment will result from national and local agreements.

18 Entire agreement

18.1 This Agreement, together with the member of staff's offer letter and the Particular Terms that are appended to this Agreement, set out the terms and conditions upon which staff are employed by the University and shall be in substitution for and shall supersede any prior arrangement or understanding (whether oral or written) relating to employment between the parties. Staff should note that although policies and procedures which are contained in the University's Ordinances are referred to in this Agreement they do not form part of a member of staff's terms and conditions of employment. Similarly, other policies and procedures, which are referred to in this Agreement and which are to be found on the University's Human Resources website, do not form part of a member of staff's terms and conditions of employment.

SAMPLE TWO:

