

TERMS AND CONDITIONS OF EMPLOYMENT

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1. Introduction to Terms and Conditions of Employment

This document covers the main terms and conditions of employment for staff employed by Aberystwyth University. It should be read in conjunction with individual letter/s, the contract of employment and the University's employment policies and procedures.

The first section of this document details the standard conditions of employment which apply equally to all 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 or other University sub committees.

The latest version of these policies is considered part of your employment contract. Other policies and procedures that apply to staff, but are not part of the official contract, can be found on the Human Resources website.

These terms conditions of employment apply to all staff of the University except:

- those engaged on a casual basis
- staff who have transferred to the University under TUPE and who have not moved onto the University's terms and conditions of employment.

2. Collective Agreement

Certain terms and conditions of employment are contained in agreements negotiated and agreed with the trade unions recognised by the University for collective bargaining purposes. These agreements may be obtained from the Human Resources Department or their website. From time to time, variations in the terms and conditions of employment resulting from negotiations and agreement with the specified union will be separately notified to you or otherwise incorporated in the documents to which you have access. The University undertakes consultation to ensure that future changes resulting from these agreements will be entered in these documents, or otherwise recorded for reference, within one month of the change.

3. Equal Opportunities

Aberystwyth University is committed to a pro-active and inclusive approach to equality, which supports and encourages all under-represented groups, promotes an inclusive culture and values diversity.

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 HR webpages.



4. 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:

Union	Saff group Representing
UCU (University and College Union)	Academic and academic-related staff (administrators, managers, technical and professional services)
UNISON	All grades of Professional Services staff.
UNITE	All grades of Professional Services and support staff, including Technicians (all departments); DSA Tutors & Mentors; Information Systems Staff and Engineers; Arts Centre Staff; Security, Porters, Estates, Residences, Farms and Veterinary Staff.

5. Confidentiality

Where the University has entered into a contract of confidentiality with a client all members of staff are required to observe both the commercial and scientific confidentiality of the work.

6. Information Concerning Staff

Employees should refer to the University's [Data Protection Statement For Staff](#). This statement provides details of the personal data the University needs to collect and process in order to manage the relationship with its employees, and sets out the legal basis for processing, as required by the GDPR. In most cases, processing is undertaken on the basis that it is necessary for the performance of contract between the University and its employees. Some of this personal data will comprise sensitive (or 'special category') data, such as that relating to health, ethnic origins, trade union membership etc.

The University needs to process data to enter into this employment contract with staff and to meet its obligations under the employment contract. For example, it needs to process staff data to provide staff with an employment contract, to pay staff in accordance with their employment contract and to administer sickness benefits, pension and other entitlements.

In some cases, the University needs to process data to ensure that it is complying with its legal obligations. For example, it is required to check an employee's entitlement to work in the UK, to deduct tax, to comply with health and safety laws and to enable employees to take periods of leave to which they are entitled. For

certain positions, it is necessary to carry out criminal records checks to ensure that individuals are permitted to undertake the role in question.

In other cases, the University has a legitimate interest in processing personal data before, during and after the end of the employment relationship.

For some processes, the University will need to share employee personal data with third parties and, in other circumstances as part of an employee's contractual obligations, there may be an expectation for an employee to submit their own data to third parties.

If there are additional circumstances (other than those noted above or in the Data Protection Statement) which would require the processing of 'special category' data or transfer of personal data to third parties, Human Resources may seek additional consent.

7. University Property

When a member of staff's employment ends, they will return to the University promptly all of its property or any property belonging to third parties which has come into their possession in the course of your employment including all teaching materials, documents, books, computer records, computer discs, software, hardware or any copies of them (whether in human readable or machine readable form) and papers of any description relating to the University's affairs, all computer equipment and accessories, uniform, keys, security passes, telephones and accessories. Members of staff will not (nor will anyone on their behalf) keep copies of such property and all copyright and ownership of such property will be the University's.

8. Welsh Language Standards

Aberystwyth University is a bilingual organisation which promotes and encourages the use of Welsh. The University is subject to the Welsh Language Standards (WLS) which sets out the requirements for providing services in Welsh, and for ensuring that the Welsh language is not treated less favourably than the English language. The requirements of the WLS apply to all employees and third parties delivering services on behalf of the University. Further information, including staff guidelines, is available on the [Centre for Welsh Language Services](#) website.

Working Arrangements and Conditions

9. Place of Work

Unless specified otherwise, the place of work will normally be at the address given below. It should be noted that the university owns buildings and farms around Aberystwyth where staff may be located. The University reserves the right to require staff to work temporarily or permanently at such other places 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.

- Aberystwyth University, Penglais, Aberystwyth, Ceredigion, SY23 3BF



10. Job Description

All staff should have a job description for their post which will be provided on joining the University or as part of the recruitment process. 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.

As a condition of your employment and following consultation with you, you may be required to undertake such other duties as may reasonably be expected at your initial place of work or at any university establishment and be required to participate in any training deemed necessary by the University to properly perform their duties.

11. Grading of Posts

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

12. Market Pay

At times, external labour market conditions may result in certain roles requiring scarce skills or expertise attracting salaries above the maximum set by the pay and grading structure. In such exceptional cases, the University may, at its discretion, provide additional payments to support the recruitment and retention of staff.

13. 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 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 Payroll and Rewards Manager.

14. Hours of Work

For calculation purposes, the basic hours of work for full-time staff are:

- 36.50 hours per week.
- Agricultural workers are 39 hours

While the University seeks to discourage excessive working hours, it acknowledges that individual employees have the right to waive the 48-hour weekly limit, provided they formally confirm their intention to opt out of this provision of the Working Time Regulations by signing the appropriate documentation.

For other staff, hours of work will be as specified in the advert and contract 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 Faculty/ Department.



15. Working Time Regulations

Aberystwyth University positively discourages the working of excessive hours and is committed to compliance with the Working Time Regulations.

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 Aberystwyth University to include all academic staff and staff in grades 10 and above) 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 and return it to Human Resources.

16. Probation

Appointments may be subject to the satisfactory completion of a probationary period, in accordance with the University's Probationary Procedure. The requirement to serve a probationary period and the length of the probationary period will be confirmed in the contract of employment, 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.

Category of staff	Probationary Period
Grade 1-10 (excluding academic staff)	12 months
Academic staff Grades 6-10	24 months

17. Grievance Procedure

If a staff member has a grievance, complaint or problem in relation to employment, staff should follow the Grievance Procedure set out the HR web site.

18. Disciplinary Procedure

The disciplinary procedure including an employee's right to appeal is available on the HR web site.

19. Capability Policy

The capability procedure including an employee's right to appeal is available on the HR web site.



20. Redundancy Avoidance Policy

The University has a Redundancy Agreement with the Campus Trade Unions which defines the procedures to be adopted in the event of the need to implement redundancies affecting non-academic and academic staff.

Pay, Pension and Allowance

21. Remuneration

Salaries will be in accordance with the University's salary scales for the appropriate grade of staff. Salaries on appointments are determined by the Chair of the Recruitment panel, within the grades advertised and market pay data.

Annual salaries are paid by bank credit at the end of each month. One twelfth of the annual salary shall be apportioned for each month in equal instalments regardless of how many days there are in each month.

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.

Staff on grade 10 and above

Grade 10 roles are appointed on a spot salary, which is benchmarked and reviewed by HR. Thereafter, any additional points agreed by the Remuneration Committee would be dependent on the assessment of the standard of performance and the achievement of objectives through the appraisal process.

Progression through the points on this salary band is not automatic and will depend on excellent performance in accordance with the criteria detailed and evidenced through the Effective Contribution Scheme.

22. Annual Increments

Grade 1-9

Staff on grades 1-9 are eligible for an annual increment. Annual increments are implemented in October (up to the maximum of the scale) and are subject to three months' service in the post, for example, an appointment made between 30 June, and 30 September will not be subject to an increment in the following October.

Increments may be withheld under the appropriate existing procedure in the event of poor performance or subject to disciplinary action under the formal procedure.

Incremental salary progression will continue during a period of unpaid leave.

23. Other Employment and Consultancy

All employees are required to complete a Secondary Employment Form in respect of any work undertaken in addition to their employment with the University. This form must be completed for all employments or work undertaken whether paid or unpaid.



Approval must be received from your Head of Department/Faculty Pro Vice-Chancellor prior to taking on secondary employment. Information on the Secondary Employment Policy and outside work/consultancy and form can be found on the HR webpages.

24. Expenses

The University shall reimburse members of 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.

25. Relocation

The University will support new employees to relocate to the area, recognising the practical and financial challenges associated with relocation. New employees who meet the criteria are able to claim relocation expenses via the scheme. Information can be found on the HR webpages.

26. Pensions

Aberystwyth University Pension Plan (AUPP)

Staff in grade 1 to grade 5, who have a contract of employment for three months or more and whose earnings is above the threshold for National Insurance contributions are contractually enrolled into the Aberystwyth University Pension Plan (AUPP).

Enrolment in Salary Exchange will take place when the staff member joins AUPP unless they opt out of Salary Exchange or fall into one of the following categories:

- Participation in Salary Exchange for pension would bring a staff members Adjusted Salary (after the Salary Exchange for pension reduction) to below the National Minimum Wage (which means they are not eligible to participate as per HMRC guidance);
- or a staff members total gross pay would fall below the Pay Protection Limit.

Under legislation as set out by the government, we confirm that any worker aged at least 16 years old, and under 75 years old, regardless of their earnings, may join Aberystwyth University's workplace pension scheme.

To join the pension scheme, staff members should submit a written notice containing the phrase: "I confirm I personally submitted this notice to join a workplace pension scheme." Staff may either send this via email to the Pensions Administrator at pensions@aber.ac.uk, or in a letter to: Pensions Administrator, Human Resources, Visualisation Centre, Penglais Campus, Aberystwyth, Ceredigion, SY23 3BF.

USS

Staff in Grade 6 and above will be offered membership of the Universities' Superannuation Scheme (USS). 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.

Enrolment in Salary Exchange will take place when you join USS unless you opt out or fall into one of the categories.

- participation in Salary Exchange for pension would bring your Adjusted Salary (after the Salary Exchange for pension reduction) to below the National Minimum Wage (which means you are not eligible to participate as per HMRC guidance);
- or your total gross pay would fall below the Pay Protection Limit.

Further information, including the appropriate form to opt out of membership of the scheme, can be obtained from the Payroll & Pensions Officer. Details of both pension schemes are available on the HR Webpages.

27. Overtime Payments

Staff in the University may on occasions work additional hours outside their normal patterns of work by prior arrangement with their managers. Payment should be agreed in advance of the hours being worked.

Grade 1-9

Where staff in grades 1- 9 are requested and agree to work over 36.5 hours in a given week (or shift cycle if they are shift workers), the Faculty Pro Vice-Chancellor / Head of Department will negotiate with the employee the form and terms on which compensation is provided. With the employee's agreement, this could be provided either as:

- paid overtime
- time off in-lieu
- or a combination of the two at the appropriate rates.

In all cases overtime should be authorised by the appropriate University authority. The normal working week of 36.5 hours must be worked completely before overtime conditions can be applied. Where overtime is worked it shall be compensated either by time off in lieu or by the payment of the following enhanced rates:

Monday to Friday	Time and a half pay or TOIL
Saturday	Time and a half pay or TOIL
Sundays	Double time pay or TOIL
Public Holidays (for hours outside the normal working day)	Double time pay only
Closure Day (for hours outside the normal working day)	Double time pay only

It should be noted that where two or more enhanced rates apply to the same hours of work pay is calculated on the basis of the highest of these enhancements unless otherwise stated. This does not include shift or split shift allowances.



28. Unsociable Hours

Employees within Grades 1 – 6 inclusive who work inconvenient or unsocial hours as part of the normal working week are paid at the following enhanced rates:-

(i) Weekend Working

Saturdays (time and a half)

Sundays (double time)

Payment will be made provided at least 50% of contracted time is worked during Monday to Friday. This may be averaged if the working pattern is variable.

(ii) Night Work

When there is a requirement to work at night, time and a third will be paid for any hours worked between 10.00 pm and 6.00 am.

An appropriate payment will be made for all shift working, call out, working on a rest day, working on a public holiday or closure day, and for acting up/responsibility pay.

Grade 7 and above

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

Working on a Public Holiday or a Closure Day

Where a member of staff works on a public holiday (within what would be their normal working hours on that day) they will be paid, in addition to their normal day's pay, hourly rate times the number of hours worked and accrue time off in lieu equivalent to the number of hours worked.

Where a member of staff works on a closure day (within what would be their normal working hours on that day) they will be paid, in addition to their normal day's pay, the hourly rate times the number of hours worked and accrue time off in lieu equivalent to the number of hours worked.

29. Standby

The University operates a structured standby system to ensure that essential services can be supported outside of normal working hours. Standby duties apply only to employees covered by the Framework Agreement up to and including Grade 7 and exclude staff on Grade 8 and above. Employees required to provide standby cover as part of an authorised rota will receive a standby payment for each 12-hour period or part, subject to standard deductions. These payments apply solely to periods during which an employee is available to respond but is not actually working and are additional to any call-out payments made for hours worked in an emergency. Standby payments are non-contractual, non-superannuable, and are not included in calculations for holiday pay, sick pay, or other earnings-related entitlements. Participation in standby duties requires employees to remain contactable, within reasonable travelling distance, and in a condition fit to work throughout the standby period.

30. Acting Up

The policy applies to all staff in grades 1–9 who are asked by their Head of Department (or nominee) to take on additional responsibilities above their current grade. Routine rotating departmental tasks and voluntary extra duties taken on solely for personal development are not eligible for payment.

Staff may receive additional pay for temporarily taking on duties above their normal role. There are three types of additional payments:

Short Term Acting Up (when grades 1–2 take on a full higher-graded role for 1–4 weeks), Long Term Acting Up (when any grade takes on a full higher-graded role for more than 4 weeks), and Responsibility Allowances (when any grade takes on some but not all duties of a higher-graded role for more than 4 weeks). Payments are calculated based on the difference between the employee's current pay and the bottom of the higher grade. Heads of Department must submit proposals to HR before extra duties begin, and HR determines the appropriate level of payment. These allowances are temporary and should not usually last longer than 12 months, after which they must be reviewed.

Leave and Time Off

31. Annual Leave

The University's annual leave year runs from 1 January to 31 December. If staff join or leave during the year, their holiday entitlement will be worked out based on the number of days they actually work during that year.

Aberystwyth University promotes a positive and healthy work-life balance and recognises the importance of annual leave in achieving this. This guidance, which applies to all members of staff, aims to provide a fair, consistent and equitable approach to the accrual and taking of annual leave, ensuring that individual needs are balanced with operational requirements.

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

Professional services staff (grades 1-10) and Academic staff	27 days (197.1 hours) plus bank holidays and university closure days. In addition to the above entitlement, all full-time staff are entitled to eight public holidays and five university closed days depending on the period of employment. The dates of these Public and University Holidays are published annually on the University website
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The timing of all leave is subject to the agreement of the Head of Department or nominee.

Annual leave is calculated in hours for all staff to ensure consistency among full time & part-time staff.

Normally up to 36.5 hours, full time equivalent (pro rata for part-time staff) may be carried forward into the next leave-taking year if there is a clear business case, exceptions may be authorised by a Head of Department in consultation with the Chief People Officer.

Members of staff must comply with the University's arrangements for booking all types of leave.

Closure Days

The University usually closes over the Christmas and New Year period. The actual dates are decided each year and may vary.

Staff in employment on these days will be given the days off with pay. This additional leave cannot be taken at any other time except where staff are required to work their contracted hours on these days, in which case they may be given the time off in lieu.

Part-time staff in employment on these days will be given a proportion of the Closure Days pro rata to their contracted hours. Guidance notes on how to calculate annual leave, Bank Holidays and Closure Days are available on the HR web pages.

Staff who are required to work on these days as overtime or as part of their standard contracted hours may be paid at enhanced rates.

Type of Absence and Accrual of annual leave

Absence Type	Accrual of annual leave	Accrual of Bank Holidays and Closure days
Paid sick leave	YES	Bank Holidays and closure days
Unpaid Sick Leave	YES	Bank Holidays and closure days
Special Leave (paid)	YES	Bank Holidays and closure days
Career Break or Extended Leave	NO	NO
Ordinary Maternity/Adoption Leave	YES	Bank Holidays and closure days
Additional Maternity/Adoption Leave	YES	Bank Holidays and closure days

Paternity Leave (paid)	YES	Bank Holidays and closure days
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Resignation and annual leave entitlement

Staff who resign within a leave period are expected to take their accrued leave before their resignation takes effect.

If at the effective date of termination of employment there is still annual leave due, the member of staff will be paid accrued pay in respect of those hours at the rate applicable to holiday pay at the time. This payment will be in addition to any other payments due to them from the University.

If, however, the member of staff are summarily dismissed, or leave the University's service without giving due notice in accordance with these terms and conditions they will be paid in lieu only in respect of the pro-rated holiday entitlement that they have under the Working Time Regulations 1998 and not the enhanced entitlement they have under their terms and conditions.

Where, at the date of leaving, the pro-rata holiday entitlement has been exceeded, an appropriate deduction may be made from the final salary payment at the rate of 1/365th annual salary per day.

32. Sick Pay

The following entitlement to sick pay applies to all staff:

The University has a standardised five-day week of Monday to Friday inclusive in identifying Qualifying Days for the purpose of Statutory Sick Pay. The Qualifying days for part-time staff will also relate to a five-day week of Monday to Friday unless otherwise stated in the letter of appointment. To be eligible for Occupational Sick Pay (which is offset against full pay benefits payable under the terms of the University's Sick Pay Scheme) employees must have a contract of employment for a minimum period of three months.

Sick pay benefits (including Statutory Sick Pay) are payable to eligible employees who comply with the University's sickness absence notification procedure and provide medical evidence of incapacity i.e. a self-certificate for all periods of sickness up to 7 days and a Doctor's Medical Certificate after the first 7 days of sickness absence.

Statutory Sick pay becomes payable in respect of qualifying periods of sickness absence on the first day.

Details of the Sick Pay Scheme are available on the University website.

- If you are absent through sickness or injury:
- you must comply with the University's requirements for reporting your absence, in accordance with the Managing Sickness Absence Policy.



- you must inform your Faculty Pro Vice-Chancellor / Head of Department or his or her nominee, Line-manager or nominee in accordance with the Sickness Absence Policy.

Sickness Entitlement		
Lenth of service	Full Pay	Half pay
During the first 3 months' service	2 weeks	2 weeks
Three months to one year	2 months	2 months
Second and third year	3 months	3 months
Fourth and fifth year	5 months 5 months	5 months
After five years' service	6 months	6 months

33. Maternity Leave & Pay

Members of staff need to be continuously employed in the University's service for a minimum period of twelve months before the expected week of confinement (EWC) to qualify for the University's occupational scheme.

Employees who are not entitled to the occupational scheme, are entitled to Maternity Leave in the form of 26 weeks' ordinary maternity leave, and 26 weeks' additional maternity leave regardless of length of service. Additional maternity leave begins at the end of ordinary maternity leave.

Employees that qualify for the University's occupational scheme shall be entitled to receive:

- 8 weeks on full pay
- 16 weeks on half pay
- 15 weeks at Statutory Maternity Pay
- 13 weeks unpaid leave

All employees must take at least two weeks' compulsory maternity leave immediately after the birth before returning to work. For full details see the Maternity Policy.

34. Paternity Leave & Pay

Employees are entitled to one week of ordinary paternity leave on full pay from day one, with the option of a second week paid at the statutory paternity pay rate, subject to eligibility.

Paternity leave can be taken as one week, two consecutive weeks, or two separate one-week blocks. It cannot start before the birth or placement of the child and must

be taken within 52 weeks of the birth or adoption placement. Eligible employees may also qualify for Shared Parental Leave and Shared Parental Pay in line with the University's policy.

To be eligible for statutory paternity pay, you must have at least 26 weeks' continuous service by the end of the 15th week before the expected due date.

Eligibility for paternity leave applies if you are the biological parent, the spouse or partner (including same-sex partner) of the birth parent, the child's adopter, or the spouse or partner of the adopter.

Employees must notify their line manager in writing by the relevant deadlines and may be required to provide documentation confirming eligibility.

For full details see the Policy.

35. Jury Services

Staff members are entitled to receive unpaid time off work to undertake jury service however as an employer the University does have the right to ask you to delay your jury service if your absence will have a serious effect on business.

Compliance and Checks

36. DBS

Certain positions at the University require either standard or enhanced criminal records checks, carried out via the Disclosure and Barring Service (DBS). The University adheres to DBS guidelines to ensure that any information disclosed is handled appropriately and fairly. For more details, please refer to the University's policy on the Recruitment and Employment of Ex-Offenders.

37. Medical Examinations

All staff are required to attend for medical review/assessment with the University's Occupational Health Service if referred by Human Resources. Some staff will require regular reviews/assessments depending on their duties. Failure to do so without a good and valid reason will be treated as a disciplinary matter.

38. Immigration Checks

Under the Immigration, Asylum and Nationality Act 2006 and the Immigration Act 2016, the University has a legal responsibility to ensure that all employees are eligible to live and work in the UK before taking up employment. All offers of employment are subject to individuals being able to demonstrate that they have, or will be able to obtain, the UK permissions to accept the employment offer prior to the commencement of their employment. Further details about working in the UK and visas can be found on the UK government web pages: Work in the UK - GOV.UK (www.gov.uk)



All individuals the University intends to employ are required to provide the University with the relevant information and documentary evidence that it needs to perform right to work checks before they begin any work. These checks apply to all staff regardless of their race, ethnicity or nationality. In addition, when employees have limited permissions to work in the UK, the University will require staff to provide further right to work information and documentary evidence before these permissions expire. This includes providing evidence to Human Resources on or in advance of the expiry date of any limited visa permissions.

Employees must agree that the University may contact the Home Office at any time to verify that they have the right to live and work in the UK. Employees must also inform the University immediately if there are any changes to their immigration status. If staff are unable to provide evidence of a right to work in the UK, the University may need to consider the withdrawal of an offer of employment or termination of employment.

39. 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 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. Please see the health and safety website for further information.

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 Head of Department/line manager.

Accidents, however minor, occurring whilst on duty must be reported as soon as practicable to the Safety Office on the appropriate form.

Ending or Changing Employment

40. Changes to Terms and Conditions of Employment

The University recognises UCU, UNISON and UNITE locally for collective bargaining purposes. Collective agreements between the University and these unions may also affect terms and conditions of employment.

Certain terms and conditions of employment are contained in agreements negotiated and agreed with the trade unions recognized by the University for collective bargaining purposes. These agreements may be obtained from the Human Resources Department or their website. From time to time, variations in the terms and conditions of employment resulting from negotiations and agreements with the specified union will be separately notified to you or otherwise incorporated in the documents to which you have access.

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 agreement affects this employment.

41. Notice

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:

Staff Group	Employee Notice	Employers Notice
Grades 1-3	4 weeks' notice	4 weeks increasing by one week per year of service after 4 years to maximum of 12 weeks.
Grades 4- 5	8 weeks' notice.	8 weeks increasing by one week per year of service after 8 years to a maximum of 12 weeks.
Staff in grade 6-10 (including IBERS technicians, Professors)	3 months' notice	3 months.
Staff in grade 6,7 Research	3 months' notice	3 months.
Research staff Grade 8-9 Teaching & Scholarship staff in grades 6-9 Teaching & Research staff grade 7-9	A minimum of three months' written notice ending on 31 January, 30 June or 31 August.	The entitlement to give notice of termination of employment is a minimum of three months' written notice ending on 31 January, 30 June or 31 August.
Professors in grade 10	A minimum of three months' written notice ending on 31 January, 30 June or 31 August	

Once notice to terminate has been given by either party or in the case of the Employee giving notice of a shorter period than that required, the Employer reserves the right, exercisable in its absolute discretion, to terminate the Employee's employment by making a payment of salary in lieu of the notice required by this clause or any unexpired period of such notice.

42. Garden Leave

In the event that notice to terminate the Employee's employment has been given by the University or by the Employee or if the Employee seeks to resign without notice or by giving notice shorter than that required, with effect from any time after the notice is given the Employer:

- shall be under no obligation to vest in or assign to the Employee any powers or duties or to provide any work for the Employee and the Employee shall have no right to perform any services for the Employer;
- shall be entitled to assign to the Employee duties consistent with his position other than those provided for by this Agreement;
- may prohibit contact and/or dealings between the Employee and employees of the Employer.
- may exclude the Employee from any premises of the Employer provided always that salary and all other contractual benefits shall not cease to be payable or provided nor shall the Employee's implied and express duties of fidelity be affected in any way by reason only of the Employer exercising its rights pursuant to this clause. This clause shall not affect the general right of the Employer to suspend for good cause, nor affect the rights and obligations of the parties prior to the service of such notice.

43. Summary Dismissal

The University may end your employment in writing with immediate effect at any time without further notice to you if you are guilty of gross misconduct, otherwise seriously breach the terms of these terms and conditions, are otherwise guilty of negligence or conduct liable to bring the University into disrepute or which impairs your ability to perform your duties.

44. Internal Academic Staff Promotions Review

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

Payment for Employees Classed as Agricultural Workers

45. Introduction

Agricultural wages in Wales are set by law through the Agricultural Minimum Wage, which applies to all agricultural, horticultural, and forestry workers. Pay rates and working conditions are reviewed each year by the Agricultural Advisory Panel for Wales, an independent body that considers industry conditions and national minimum wage laws. Once approved by Welsh Ministers and the Senedd, these



rates become legally binding, meaning employers must pay at least the Agricultural Minimum Wage to ensure workers receive fair and regularly reviewed pay.

46. Renumeration

Farm Workers are contracted to work for 39 basic hours per week.

Appointments are in accordance with the Agricultural Wages (Wales) Order 2025 (as amended or replaced from time to time). Any future pay awards of changes in pay will be as advised by the Agricultural Advisory Panel for Wales.

47. Animal and Plant Care Allowance

This allowance will be paid to staff in the following grades who have agreed with their manager to attend work on Saturday or Sunday specifically to feed and water plants and animals. No other payment will be made for this work. The allowance will be subject to cost of living increases

- *Grade 5*
- *Grade 6*

48. Overtime

For each hour worked between 7pm on one evening and 6am the following morning, you will be paid a night work supplement but excluding the first 2 hours of work that an agricultural worker does in that period.

49. On Call Duty

You will be paid the equivalent of two times the hourly overtime rate (i.e. 3 hours pay) as a one-off payment. On call duty must be approved by the Farms Manager or his nominee prior to it being performed. If you participate in the on call arrangements you will be notified of the arrangements separately. These arrangements can be subject to change by the manager giving 1 weeks' advance notice of such changes.

50. Working Dog

Where it is a requirement for you to own and keep a working dog to enable you to carry out your duties you will be paid an additional payment per dog per week. Where a working dog is a requirement of the role you will be notified separately and this can be subject to change by the manager giving 4 weeks' advance notice of such changes.

51. Accommodation

Where accommodation is not required for the better performance of your duties but is available should you wish to avail yourself of this option, rent at the market rate for the accommodation will be payable. This is not a contractual arrangement and would be subject to separate agreement.

Where Accommodation is provided for the better performance of your duties, in accordance with the Agricultural Wages (Wales) Order 2020. This requirement is subject of a weekly deduction from your wages. N.B this rate may change in



accordance with any subsequent changes to the above Order. Accommodation would cease to be provided on your last day of employment.

52. Notice

Farmworker	Employer
The entitlement to give notice of termination of employment is a minimum of four weeks' notice.	The entitlement to receive notice of termination of employment is eight weeks' notice increasing by one week per year of service after 4 years to a maximum of 12 weeks' notice.

Once notice to terminate has been given by either party in accordance with the contract of employment in the case of the Employee giving notice of a shorter period than that required, the Employer reserves the right, exercisable in its absolute discretion, to terminate the Employee's employment by making a payment of salary in lieu of the notice required by this clause or any unexpired period of such notice.

53. Maternity, Paternity & Adoption

The statutory rates will apply. Eligible staff are entitled to a Birth & Adoption grant per child.

54. Sick Pay

Sick pay benefits in accordance with Part 4 of the AWB Order (i.e. Statutory Sick Pay) are payable to eligible employees who comply with the University's sickness absence notification procedure and provide medical evidence of incapacity i.e. a self-certificate for all periods of sickness up to 7 days and a Doctor's Medical Certificate after the first 7 days of sickness absence. Statutory Sick Pay becomes payable from the first day of a qualifying period of sickness absence.

Entitlement to contractual sick pay benefits on a rolling 12-month period is based on service:

Under 12 months service	No entitlement
12-24 months	13 weeks' full basic pay
24-36 months	16 weeks' full basic pay
36-48 months	19 weeks' full basic pay
48-59 months	22 weeks' full basic pay
60+ months	26 weeks' full basic pay

55. Accrued holiday pay

If at the termination of employment with the University you have a holiday entitlement, which you have not yet taken, you will normally be required to take that leave during your notice period.

If at the effective date of termination of employment there is still annual leave due, you will be paid accrued pay in respect of those hours at the rate applicable to holiday pay at the time in accordance with the following table.



Number of days worked each week by an agricultural worker	More than 6	More than 5 but not more than 6	More than 4 but not more than 5	More than 3 but not more than 4	More than 2 but not more than 3	More than 1 but not more than 2	1 or less
Annual leave entitlement (days)	38	35	31	25	20	13	7.5

56. Annual Leave

Annual leave is set out below. Please note University closure days do not apply.

Annual leave must be taken during the University leave year which is 1 January to 31 December and with the agreement of the Faculty PVC / Head of Department or his/her nominee, Head of Professional Services of his or her nominee.

Members of staff must comply with the University's arrangements for booking all types of leave. This can be accessed through Pobl Aber People:

<http://www.aber.ac.uk/en/staff/aber-people/>

57. Bank Holidays

If a worker is not required to work on a public or bank holiday but this day would be his or her normal working day, then the day is treated as a day of annual leave. However, if the worker does work on a public holiday or bank holiday they must be paid at the overtime rate for their grade or category, for the hours worked.

It is possible for a worker to receive payment in lieu of holiday as part of their annual leave entitlement, if agreed by their employer. The maximum number of days which may be bought out in any leave year is shown in the table below.

If at the termination of employment with the University you have a holiday entitlement, which you have not yet taken, you will normally be required to take that leave during your notice period.

If at the effective date of termination of employment there is still annual leave due, you will be paid accrued pay in respect of those hours at the rate applicable to holiday pay at the time in accordance with the following table.

Payment in Lieu of Annual Leave – Maximum number of annual leave days

Days Worked each week	More than 6	More than 5 but not more than 6	More than 4 but no more than 5	More than 3 but not more than 4	More than 2 but not more than 3	More than 1 but not more than 2	1 or less
Maximum number of annual leave days under this order that may be paid in lieu	10	7	3	2.5	2.5	1.5	1.5

This payment will be in addition to any other payments due to you from the University.

If, however, you are summarily dismissed, or leave the University's service without giving due notice in accordance with these terms and conditions you will be paid in lieu only in respect of the pro-rated holiday entitlement that you have under the Working Time Regulations 1998 and not the enhanced entitlement you have under the terms and conditions.

Where, at the date of leaving, the pro-rate holiday entitlement has been exceeded, an appropriate deduction may be made from the final salary payment at the rate of 1/365th annual salary per day.

End of document

