



## **CONDITIONS OF SERVICE**

**Applicable to All Permanent Staff Members  
(Academic and  
Professional Services)**

**Effective 01 JANUARY 2018**

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<b>The policies and procedures referred to in this document are available on the Human Resources Website</b>		
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## INTRODUCTION AND DEFINITIONS

Subject to the University's legal standing and responsibilities, the Conditions of Service are applicable to permanent academic and professional services staff members. Where indicated, certain clauses are applicable to either academic or professional services staff.

- (i) "Academic Staff" shall mean members of the teaching and/or research staff of this University.
- (ii) "Annual leave cycle" shall mean 01 January to 31 December.
- (iii) "Appropriate Authority" shall mean members of the Management of the University to whom authority has been delegated by Council to approve matters relating to human resource issues and includes, where applicable, the appropriate Dean, Divisional Head or Head of School/Department.
- (iv) "BCEA" shall mean Basic Conditions of Employment Act 75 of 1997.
- (v) "Calendar year" shall mean 01 January to 31 December.
- (vi) "Centre" shall mean the Pietermaritzburg or Durban metropolitan area.
- (vii) "Collective Agreement" shall have the meaning assigned to it by the Labour Relations Act 66 of 1995.
- (viii) "Council" shall mean the Council of the University of KwaZulu-Natal.
- (ix) "Dependent Children" shall mean biological or adopted children who are financially dependent on the staff member. This will apply where a legal process has commenced and papers have been filed. Adopted children is defined as taking on the legal responsibilities as a parent of a child that is not one's biological child.
- (x) "Domestic Partner" shall mean a life partner to whom the staff member is not married, where the relationship has been attested to in a Domestic Partnership Agreement. The terms "Domestic Partner", "Spouse", "Husband" and "Wife" shall be interchangeable wherever they appear in this document or any collective agreement or policy document regulating conditions of service.
- (xi) "Domestic Partnership Agreement" shall mean an agreement in writing between a staff member and his/her domestic partner in which they attest to the existence of a domestic partnership agreement between them, or any other agreement in which any of the following matters is regulated –
  - (a) any duty of support between them;
  - (b) any arrangement whereby they are to share in any increase in their personal estates which may occur during the existence of the relationship;
  - (c) the division of commonly owned assets upon termination of the relationship between them; but shall not include any agreement of a purely commercial nature.
- (xii) "Flexi-time" shall mean the advancement or delay of the official starting and finishing time.

- (xiii) "JBF" shall mean the Joint Bargaining Forum comprising representatives of the University Administration and all recognised unions as established by the Collective Agreement.
- (xiv) "Permanent Appointment" shall mean any appointment to an approved permanent post and made in terms of these Conditions of Service.
- (xv) "Permanent Staff Member" shall mean a full-time or part-time staff member appointed to an approved permanent post by Council on a permanent basis.
- (xvi) "Poor Work Performance" shall mean failure to meet a performance standard.
- (xvii) "Private Work" shall mean any work which is specifically undertaken by a staff member in a private capacity in terms of a personal contract or agreement with a third party.
- (xviii) "Professional services staff" shall mean staff members appointed and remunerated within Peromnes levels 1 to 17.
- (xix) "Sabbatical" shall mean a prolonged absence from work in the career of an academic employee granted on the fulfilment of stipulated conditions, for the purposes of approved scholarly or creative activity for professional development or research purposes.
- (xx) "Shutdown Period" refers to the period from the end of the last working day prior to 25 December to the start of the first working day following 1 January of the following year.
- (xxi) "Staff Member" shall mean a permanent full-time or part-time staff member appointed to the University in terms of these Conditions of Service.
- (xxii) "The University" shall mean the University of KwaZulu-Natal.
- (xxiii) "TCE" shall mean Total Cost to Employer which includes basic salary plus all benefits but excludes variable pay (i.e. acting allowance, stand by allowance, overtime, etc).
- (xxiv) "Tuition Remission Fees" shall mean course fees only and does not include registration fees, course material, notes etc.

## 1. PERFORMANCE APPRAISAL

All staff shall be required to participate in performance appraisal which will be implemented in accordance with the prevailing policy and procedure.

## 2. REMUNERATION AND INCREMENTS

- 2.1 All remuneration and incentives shall be based on the Institutional Performance and Affordability as determined by Council and the Remuneration Committee of Council.
- 2.2 Salaries and allowances to be paid to staff members shall be determined in accordance with salary ranges approved annually by Council through the Remuneration Committee.
- 2.3 Staff members will be remunerated on a Total Cost to Employer (TCE) remuneration model, the details of which shall be set out in the staff members' letters of appointment or, if subsequently revised, in a remuneration package restructuring letter.
- 2.4 The University is committed to general salary increase negotiations annually through the JBF and the outcome thereof shall be applicable to all staff on Peromnes grades from 4-17.

## 3. HOURS OF WORK

### 3.1 Academic staff

- 3.1.1 Academic staff members are required to carry a workload in respect of teaching, research, administration and community engagement that will be determined by the relevant College Academic Affairs Board and approved by Senate.
- 3.1.2 The hours of work in respect of academic staff members shall average 40 (forty) hours per week. Hours of work will be pro-rated over the calendar year for staff appointed on a part-time basis.
- 3.1.3 Other than specific attendance requirements for the purposes of their academic obligation, this provision shall not be taken to imply a specific office attendance requirement and may be regulated from time to time by the appropriate authority.
- 3.1.4 Academic staff members may be required to take part in additional work or to supervise part-time or evening classes during the week or on week-ends, in accordance with the applicable provisions of the Basic Conditions of Employment Act and/or in terms of any Collective Agreement regulating such work.

### 3.2 Professional Services Staff

- 3.2.1 The official University hours are 08:00 to 16:30, with 1 (one) hour for lunch. The official hours of duty of a staff member on working days, unless otherwise stated in the

staff member's letter of appointment, shall be as follows:

Full-time: 08:00 to 16:30 (7½ hours plus one hour lunch break)

Mornings only: 08:00 to 13:00 (5 hours)

Afternoons only: 14:00 to 16:30 (2½ hours)

Half-day: 08:00 to 11:45 or 12:45 to 16:30 (3¾ hours)

provided that this paragraph shall not apply in the case of staff members who are required to work a shift system or to work outside official working hours.

- 3.2.2** The above working hours do not include breaks (for example: smoke or tea) which are granted at the discretion of the appropriate authority. Where such breaks are granted, the hours shall be extended accordingly.
- 3.2.3** Notwithstanding the provisions of paragraph 3.2.1, the hours of duty of a staff member may be prescribed by the appropriate authority, provided that the actual working hours per working day shall be 7½ (seven and a half) hours for full-time staff members, 5 (five) hours for mornings only staff members, 2½ (two and a half) hours for afternoons only staff members and 3¾ (three and three quarter) hours for half day staff members.
- 3.2.4** Staff in Risk Management Services (RMS) who are required to work in a shift system, will have the hours detailed in their letter of appointment. Such shift system will be part of a Collectiev Agreement and where applicable will abide with sectoral agreements.
- 3.2.5** The official University hours referred to in paragraph 3.2.1 may be varied with the written approval of the appropriate authority by application of "flexi-time" as defined. Permission to work "flexi-time" shall be at the sole discretion of the appropriate authority concerned and may be refused, withdrawn or varied at any time, though only on reasonable grounds.
- 3.2.6** In terms of the Basic Conditions of Employment Act a minimum of a half hour break must be taken after working a period of 5 (five) hours.

## **4. OVERTIME, STANDBY AND SHIFT (Professional Services Staff Only)**

In exceptional circumstances, the services of a staff member shall, within reason, be available to the University outside of the official working hours.

### **4.1 Overtime**

Overtime and standby would not exceed 10 hours per week or 40 hours a month.

Compensation for overtime only commences after 40 hours of work per week.

Payment or time-off in lieu of overtime shall be in accordance with the Collective Agreement which shall be based on the Basic Conditions of Employment Act.



For staff above the BCEA threshold for remuneration, leave will be granted in lieu of overtime, if eligible.

#### **4.2 Standby**

In certain instances, there may be a need for professional services staff to be on standby. Details thereof will be included in the staff member's letter of appointment. Staff on standby will be remunerated in accordance with the prevailing Collective Agreement. If staff on standby are required to report for duty, overtime provisions will be applicable for the hours worked.

#### **4.3 Shift**

Specified categories of staff may be required to work shifts based on operational necessity. Those shift hours will be determined by the relevant Division, and the shift hours will be managed in line with the BCEA and any other legislative requirements or Sectorial Agreements. Any compensation will be in line with the prevailing Collective Agreement.

### **5. SERVICE BONUS**

If a staff member elects to receive an annual service bonus, the value of which is included in the TCE, this will be paid annually in the staff member's birthday month. The service bonus will be pro-rated in the first and the last year of service.

### **6. RETIREMENT FUND**

- 6.1 All new permanent staff members are required to join the Council approved University of KwaZulu-Natal Retirement Fund (UKZNRF) and agree to be bound by its rules.
- 6.2 Existing staff on the UKZN Pension and UKZN Provident Fund will remain as members of these Funds.
- 6.3 Monthly contributions to the Retirement Funds will be included in an agreed TCE package and will be paid in terms of the rules of the fund and prevailing tax laws.

### **7. MEDICAL SCHEME**

#### **7.1 Membership**

All permanent staff are required to join the Council approved UKZN Medical Scheme unless they are registered dependants on their spouse/registered domestic partner's Medical Scheme. Such staff members shall provide reasonable proof of such membership. Staff currently on the Bonitas Scheme may retain this membership.

## 7.2 Contributions

Monthly contributions to the medical scheme will be included in an agreed TCE package and will be paid by the University in accordance with the principles governing the scheme and prevailing tax laws.

## 7.3 Membership on Termination of Service

Membership of the Medical Scheme may continue on termination of service as a result of retirement; early retirement; permanent total disability and for dependants, on the death of the Principal Member.

## 8. SABBATICAL LEAVE (Academic Staff)

Sabbatical provides a means for academic staff members to increase their knowledge, further their research, stimulate intellectual interests and strengthen networks with the global community of scholars, thus enhancing their contribution to the University on their return.

**8.1** Sabbatical shall accrue from the date of appointment at a rate of 2.75 (two and three-quarter) working days per month to a maximum of 264 working days and shall be granted in terms of the prevailing Sabbatical policy.

**8.2** On termination of service, for whatever reason, sabbatical leave standing to the credit of academic staff members shall be forfeited. Sabbatical leave has no cash value.

## 9. LEAVE

Leave will accrue from date of assumption of duty and will be granted in terms of the prevailing policy. Leave must be applied for in the prescribed manner and approval of such leave shall not be unreasonably withheld.

Unless otherwise stated, all leave mentioned below will be on the staff members Total Cost to Employer (TCE).

### 9.1 Annual Leave (Vacation Leave)

#### 9.1.1 Entitlement

All new employees are eligible for 22 (twenty-two) working days annual leave granted in advance and calculated as accrued at a rate of 1.83 working days per month worked.

After 4 years of service, the employee will be eligible for 26 working days annual leave granted in advance and calculated as accrued at a rate of 2.17 working days per month worked.

After 8 years of service, the employee will be eligible for 30 working days annual leave granted in advance and calculated as accrued at a rate of 2.5 working days per month worked.

Annual leave must be taken by the end of November of the following year, after which it will lapse.

The above entitlements are exclusive of the leave granted during the year-end shutdown period.

In addition to annual leave, the last working day in December (usually 24 December) will be a half day.

### **9.1.2 Leave during Notice Period**

Annual leave may not be taken during any period of notice of termination of employment, unless approved exceptionally by the line manager.

### **9.1.3 Leave Encashment**

Leave encashment is permitted up to the maximum of 5 days in the year it is accrued provided that all leave entitlements in that year have been taken or applied for on the system. These applied for days cannot subsequently be cancelled but may be amended within the calendar year, subject to approval by the appropriate authority.

### **9.1.4 Shutdown Period**

Staff will be granted the period from the end of the last working day prior to 25 December to the start of the first working day following 1 January of the following year. Staff that are required to be on duty during this period will be granted the equivalent time off at a later stage.

## **9.2 Special Leave**

### **9.2.1 Special Leave (Professional Services Staff)**

A total of 15 (fifteen) working days per calendar year, inclusive of travel time, may be granted to allow staff members to attend professional work related meetings, e.g. conferences and workshops and to participate in national and international competitions, as per the prevailing policy.

### **9.2.2 Special Leave (Academic Staff)**

Academic staff are entitled to unrestricted/unlimited special leave days for the purpose of attending conferences and other academic work requiring their absence from their normal place of work, this leave is applied for as per the prevailing leave policy.

### **9.3 Post Graduate Research Study Leave**

Staff members may be granted 5 days of study leave, matched by the equal number of annual leave days to undertake a research based course of study, at postgraduate level, relevant to their career prospects. Approval is subject to the prevailing leave policy.

### **9.4 Sick Leave**

Staff members are entitled to 36 days Sick Leave in a 3 (three) year cycle which will be granted in terms of the Basic Conditions of Employment Act and the prevailing Leave Policy.

The University shall be entitled to require evidence of medical incapacity for sick leave of more than 2 (two) consecutive days or on more than 2 (two) occasions during an 8 (eight) week period. The medical certificate must be issued by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament. Failure to comply will result in annual leave being debited.

### **9.5 Special Sick Leave**

Should staff exhaust their sick leave over a cycle, special sick leave may be granted up to a maximum of 60 (sixty) working days for temporary disability, hospitalisation, major illness, medical operations, accidents, etc.

If sick leave is exhausted in the context of a major illness/operation, reasonable and justifiable requests would not be unreasonably withheld to provide further access to a maximum of 10 days of special sick leave, for routine sickness.

### **9.6 Maternity Leave**

Permanent Staff members are entitled to 4 (four) consecutive months paid maternity leave, taken from one month before the due date or earlier or later as agreed or required for health reasons.

For pregnancy resulting in a stillbirth, 6 weeks leave shall apply.

Approval will be granted in terms of the prevailing Leave Policy.

### **9.7 Adoption Leave**

The primary caregiver of a legally adopted child (or child placed into care with proof of court application) below the age of five years will be entitled to paid Adoption leave of 4 (four) months. Where both parents are UKZN employees, only one will be eligible for adoption leave.

**9.8 Paternity Leave**

In addition to Family Responsibility Leave, a staff member may be granted 10 (ten) working days paternity leave per calendar year to be taken within one month of the birth of a child or the adoption of a child younger than 5 (five) years.

**9.9 Family Responsibility Leave**

Staff members will be granted 3 (three) working days leave per calendar year which expire at the end of the annual cycle.

This leave may be taken if an immediate family member dies (this includes a wife or husband or a life partner, the employee's parent, adopted parent, child, adopted child, grandchild or brother or sister, mother-in-law, father-in-law) or when the employee's child is born, or when an immediate family member (wife or husband or a life partner, or the employee's child) is ill.

**9.10 Compassionate Leave**

Compassionate leave can be taken if an immediate family member dies, (wife or husband or a life partner, or the employee's child)

Staff members will be granted 7 (seven) working days leave per calendar year, which will expire at the end of the annual cycle.

**9.11 Examination Leave**

Exam leave shall be granted 1 (one) day before and the day of the exam, provided they are working days.

Examination leave will be granted in terms of the prevailing Leave Policy.

**9.12 Unpaid Leave**

Unpaid leave will be granted in terms of the prevailing Leave Policy.

**9.13 Pet Bereavement Leave**

One day per annum will be granted for the death of a registered family companion pet.

**10. TUITION REMISSION /STAFF BURSARY**

Staff members, their spouses/registered domestic partners and legally dependent children will be granted a bursary towards study for approved qualifications. Such bursaries will be for full time study for a three year and above primary qualification, and postgraduate studies, at UKZN in the first instance, or at a Public University as defined in the Higher Education Act. The payment is for tuition fees and only, and not additional amounts such as accommodation and food

Accommodation for UKZN residence will be paid for a staff member's dependent child who is studying at the other UKZN centre from his/her place of residence.

Where tuition remission is granted for study at another tertiary institution, this bursary will be equivalent to 100% of the UKZN tuition fee as maximum, or actual cost if less.

Post retirement tuition remission will be available for all staff and their dependants.

## **11. TIME OFF TO ATTEND LECTURES**

Staff members may, subject to the exigencies of their section, be granted time off during official working hours to attend lectures for a recognized course of study, approved by the appropriate authority as relevant to their career prospects in their current field, provided such time granted does not exceed 5 (five) hours per week, inclusive of travelling time, and provided further that all such time granted is worked in or the staff member submits a leave form for the time off during official hours. This request may not be unreasonably withheld.

Motivation required to attend full time lectures and this must be relevant to the job.

## **12. NOTICE PERIODS**

### **12.1 Academic staff**

Services may be terminated by one week during the first six months of employment, two weeks during the following six months of employment.

Following employment of one year, services may be terminated by not less than 3 (three) months written notice by either party to be effective either 30 June or 31 December.

A reduced period of notice may be granted subject to approval by the appropriate authority.

### **12.2 Professional Services Staff**

Services may be terminated by one week during the first six months of employment, two weeks during the following six months of employment.

Following employment of one year, services may be terminated by one calendar month.

A reduced period of notice may be granted subject to approval by the appropriate authority.

## **13. TERMINATION OF SERVICE**

Subject to the provisions of these Conditions of Service, the Labour Relations Act, and any other statutory enactments, the services of staff members shall terminate or be terminated on the basis of:

### **13.1 Retirement**

**13.1.1** Staff members' appointments shall terminate at the end of the calendar year in which they reach the age of 65 (sixty-five) years, unless staff members wish to retire at the end of the month in which they reach the age of 65 (sixty-five) years.

**13.1.2** Academic staff members may continue service on a pensionable basis, in accordance with the policy and procedure for the extension of employment following normal retirement age, and with the approval of the appropriate authority.

### **13.2 Early Retirement**

Staff members reaching the age of 55 (fifty-five) years are eligible for early retirement.

### **13.3 Values, Discipline and Misconduct**

All employees are expected to commit to and uphold the University' Values and are bound by the University's disciplinary code, as amended from time to time, a copy of which can be obtained from Human Resources.

**13.3.1** Any disciplinary action taken against a staff member shall be in accordance with a disciplinary procedure regulated by Collective Agreement or, in the absence of such an agreement, shall comply with the requirements of the Labour Relations Act, and, in particular, Schedule 8 "Code of Good Practice" of the Act.

**13.3.2** In situations where there is justifiable grounds to indicate that suspension may be justified, a staff member may be suspended, on full pay and other benefits, if the continued presence of the staff member is likely to be prejudicial to the proper running of the University, Such a suspension shall comply with the requirements of the Collective Agreement regulating discipline or the Labour Relations Act

### **13.4 Operational Requirements**

Termination of employment on the grounds of operational requirements (retrenchment or redundancy) shall take place only in accordance with the provisions of the Labour Relations Act, and the Basic Conditions of Employment Act.

An employee who has been terminated due to operational requirements will be entitled to the following:

- From employment up to 10 years, he/she will be paid 2 week's pay for each completed year of ongoing service.
- Employment > 10 years up to 20 years, he/she will be paid 3 week's pay for each completed year of ongoing service.
- Employment in excess of 20 years, he/she will be paid 4 week's pay for each completed year of ongoing service.

The principle of Last in First Out (LIFO) will apply.

## **13.5 Incapacity**

### **13.5.1 Medical Incapacity**

In the event of ill-health, injury or disablement, as determined by the University's disability process, the University may, in accordance with the applicable provisions of the Labour Relations Act terminate the services of staff members.

### **13.5.2 Poor Work Performance**

In the event of unsatisfactory work performance, the University may, in accordance with any Collective Agreement relating to such matters and with the applicable provisions of the Labour Relations Act, terminate the services of staff members.

## **13.6 Leave Gratuity on Termination of Service**

Accrued leave standing to the credit of the staff member at exit will be paid at TCE. Leave awarded in advance but which has not yet been accrued will be forfeited.

### **13.6.1 Annual Leave**

A leave gratuity will be paid to staff members in lieu of annual leave standing to the credit of an employee when services terminate as a result of:

- death
- medical incapacity
- misconduct
- non-confirmation of appointment
- operational reasons
- retirement, including early retirement
- voluntary resignation

### **13.6.2 Gratuities payable on Death**

Where services terminate as a result of death of a staff member, the leave gratuity mentioned above will be paid in full to the surviving spouse/registered domestic partner or, in the absence of a surviving spouse/registered domestic partner, to the deceased staff member's dependent child/children. Where there is no surviving spouse/registered domestic partner or dependent child/children, payment shall be made to the estate of the deceased.

In addition, a gratuity equivalent to one month's TCE shall be paid to the surviving spouse/registered domestic partner or, in the absence of a surviving spouse/registered domestic partner, to the deceased employee's dependent children.

## **14. TRAVEL REIMBURSEMENT**

Staff will be reimbursed for the use of their private vehicle for official University business.



## **15. TRAVEL BENEFIT**

After the completion of 24 (twenty four) months continuous service and every 24 (twenty four) month cycle thereafter, the University shall reimburse a permanent staff member the lower of the actual cost or the equivalent of a first-class return rail fare by the most direct route to the employee's destination within the borders of the Republic of South Africa.

After the completion of 48 (forty eight) months continuous service and every 48 (forty eight) month cycle thereafter, staff will be eligible for reimbursement of an additional ticket in respect of their spouse/registered domestic partner or dependent child on the same terms and conditions

For permanent staff not appointed in a full-time capacity, the value will pro-rata.

Staff must produce their ticket and boarding pass in his/her name and have approved leave on the system on the day of travel if applicable. This benefit is subject to fringe benefit taxation.

## **16. LONG SERVICE AWARDS**

The University will reward staff members for loyal and continuous service when they have completed 15 years, then 25 years and then 35 years of continuous service.

The monetary value will be determined by the Remuneration Committee from time to time.

## **17. INTEREST REGISTER**

Staff are required to annually complete the register of interest.

## **18. PRIVATE WORK**

The University recognises that it is important to encourage initiative and entrepreneurship and therefore permits staff members to undertake private work (whether remunerative or not) in terms of the prevailing policy.

Private work needs to be disclosed in advance in the register of interest. For private work that is assessed, in terms of the prevailing policy, by the university as a conflict of interest or uses university resources, permission must be granted in line with the prevailing policy.

## **19. TRANSFER BETWEEN CENTRES**

If a staff member is required by the employer, following due process, to transfer to another centre, the University will cover the associated relocation costs and settling-in allowance. Staff transferring voluntarily will cover their own relocation costs.