

UNIVERSITY OF ESSEX
ACADEMIC STAFF
TERMS OF APPOINTMENT
(Principal Statement Part II)

1. Appointments and Duties

Appointments are subject to the Charter, Statutes, Ordinances and Regulations of the University (Copies of these are set out in the University Calendar and are available for inspection in Human Resources). Subject to the provisions of clause 9 and clause 11 of these terms, a fixed-term or non-permanent appointment is for the period specified in the Principal Statement Part I.

Academic Staff are appointed as Professors, Readers, Senior Lecturers, and Lecturers on Grades 7 to 11. If a member of academic staff is contractually required to undertake research as part of their duties, then this will be set out in the contract of employment (Principal Statement Part 1). All Staff appointed as Readers have a contractual requirement to undertake research duties. Academic post holders required to undertake research duties will have an (R) placed after the designated job title in the contract of employment (Principal Statement Part 1) e.g. "Lecturer (R)". Lecturers may be appointed at Grade 7, Grade 8 or Grade 9, but those appointed with a contractual requirement to undertake research will be appointed only at Grade 9 (R). Lecturers can be appointed at Grade 9 without a contractual requirement to undertake research duties.

All Professors, Readers, Senior Lecturers and Lecturers in post at 31 January 2009 have a contractual requirement to undertake research duties. All Principal Teaching Fellows, Senior Teaching Fellows and Teaching Fellows in post at 31 January 2009 do not have a contractual requirement to undertake research duties. Holders of Teaching Fellow posts will be redesignated as Senior Lecturers (Principal Teaching Fellows) and Lecturers (Senior Teaching Fellows and Teaching Fellows) during the Spring Term 2009- all without a requirement to undertake research duties.

2. Salary Scales

The salary scale for the post is attached. The incremental date for all grades is 1 October, award of the first increment being subject to six months' service in the grade. Increments are awarded subject to satisfactory service, on an annual basis, until the scale maximum is reached. Discretionary increments above scale maximum may be awarded on a one-off individual basis on the recommendation of the relevant staffing committee. It should be noted that there is no right of progression either into a discretionary incremental range or to progression within a discretionary range of points. Information concerning discretionary incremental points is available from the Human Resources web site. In the case of the Professorial salary scale the first four points only are incremental; increments thereafter are awarded by the Remuneration Committee. Salaries are paid monthly in arrears by direct credit into a bank or building society account.

3. Pay Structures and Collective Agreements

Staff should note that the pay structure for Academic Staff is as agreed locally between the University and the University and College Union (UCU). This pay structure is based on the nationally agreed salary spine. The Universities and Colleges Employers Association (UCEA), acts as a bargaining agency on behalf of universities at national level. UCEA conducts pay negotiations at national level with the University and College Union (UCU) which represents employees. Negotiations between UCEA and the UCU at national level

are concerned only with the national pay spine. No other national collective bargaining agreements affect this employment.

There are also local collective agreements affecting terms and conditions of employment which are reached with trade unions recognised by the University. Such agreements are available for inspection in Human Resources. These agreements do not form part of the contract of employment unless specifically incorporated.

4. Hours of Work

The hours of work are such hours as are necessary to carry out the duties of the post as arranged by the Head of Department/School or his/her nominee. A notional working week of 36 hours is assumed for all full time posts. In the case of part-time appointments the precise days and hours of work on each day when the person appointed shall work shall be arranged by the Head of Department/School from time to time.

5. Continuous Employment

In accordance with legislation it is hereby stated that employment with an employer other than the University of Essex does not count as part of a member of staff's continuous period of employment, unless specifically stated in the contract of employment (Principal Statement Part 1).

6. Holidays

- (a) Full-time members of staff may take 28 working days' paid holiday each year; for this purpose Saturday and Sunday are not regarded as working days. The choice of dates of the 28 days is at the discretion of the individual, subject to the approval of the Head of Department/School or his/her nominee. It will not normally be possible to take extended holiday during academic terms. In addition there are 3 days of holiday available to be taken on fixed days when the University is closed during the Christmas vacation.
- (b) Holidays with pay will also be granted on statutory public holidays and, subject to paragraph (a) above, on other days when the University is closed. Where staff are required to work on a statutory public holiday or on a day when the University is closed, a day's holiday in lieu will be granted.
- (c) The leave year is from 1 April to 31 March. Holiday entitlement in the first and last years of service will be pro rata to the portion of the leave year worked.

Part-time members of staff are entitled to holidays on a pro rata basis to the entitlement of full-time staff.

On termination of employment, holiday entitlement will be calculated to your last day of employment. If a member of staff has taken holiday which has not been earned, then any such excess paid holiday will be deducted from the final salary payment. Members of staff should ensure that their full earned holiday entitlement has been taken before termination of employment. If, in exceptional circumstances, it has not been possible for a member of staff to take his/her full earned holiday entitlement upon termination of employment, then an appropriate addition will be made to the final salary payment.

It should be noted that unused holiday entitlement cannot normally be carried over from one leave year to the next.

Information concerning special leave (for voluntary public services, volunteer reserve force service etc) and compassionate leave (including Parental Leave and Time Off for Dependents) is available from Human Resources.

7. Additional Paid Work

In the case of full-time staff additional paid work may be undertaken only with the permission of the Vice-Chancellor (Ordinance 39 paragraph 5). The University does not accept responsibility for any liabilities which may arise from advice given by a member of staff who is undertaking additional work; members of staff must inform outside bodies of this fact. The University disclaims any liability whatsoever for additional paid work undertaken without the permission of the Vice-Chancellor.

The University does not accept responsibility for any liability whatsoever which may arise from the activities of part-time members of staff outside the scope of their employment with the University; members of staff must inform outside bodies of this fact.

Staff who wish to engage in additional paid activities are reminded that the University operates a consultancy service through the Research and Enterprise Office (REO). The service provides a package of support including: assistance with the negotiation of contracts, use of the University's name and 'brand', professional indemnity insurance and invoicing of clients. Members of staff should approach the REO in the first instance to discuss University consultancy opportunities.

8. Sick Pay

Arrangements for sick leave and sick pay are at the discretion of the Council of the University. A note setting out the arrangements at present in force is obtainable from the Human Resources web site.

9. Probation and Permanency

i) Professors, Readers, Senior Lecturers and Lecturers appointed to Permanent Posts

Professors and Readers shall, provided that they hold permanently established posts in the University, normally be appointed with permanency of office (subject to the provisions of the Ordinances as to termination set out in Ordinance 41) to the retiring age specified in the Ordinances.

- a) Senior Lecturers and Lecturers who have held a permanent appointment in a teaching post in a university may, provided that they hold permanently established posts in the University, be appointed with permanency of office (subject to the provisions of the Ordinances as to termination) to the retiring age specified in the Ordinances. Senior Lecturers and Lecturers who are appointed without having held a permanent appointment in a teaching post in a university shall normally be appointed subject to confirmation after a probationary period of three years, and if this appointment as a Senior Lecturer or Lecturer is confirmed they shall then have permanency of office (subject to the provisions of the Ordinances as to termination) to the retiring age specified in the Ordinances.
- b) The procedure for considering probationary matters and the granting of permanency for academic posts is as set out in the Academic Staffing Committee's Annual Review Procedures for Academic Staff-copies available from the Human Resources web site.

ii) Staff Appointed to Non-Permanent Posts

Staff appointed on a non-permanent basis are normally appointed subject to the satisfactory completion of a six month period of probationary employment. Probationary periods may be extended by a further and final period of up to three months, subject to the agreement of the Director of Human Resources.

A decision to waive the requirement to serve a period of probationary employment will only be considered if a person has already completed a substantial period of satisfactory

employment, with the University, in a relevant post. In such circumstances, the decision to waive a period of probationary employment will be taken by the Director of Human Resources.

Employment may be terminated during a probationary period, and will normally be subject to one month's notice on either side.

Once a member of staff has satisfactorily completed a period of probationary employment, the notice requirements to terminate employment will be as set out in clause 11 below.

10. Retirement Age

There is no specified retirement age. Members of staff wishing to retire may do so subject to giving the required period of notice (see clause 11.). Access to pension will be subject to pension scheme rules.

11. Termination of Employment

The length of notice required to resign from an appointment shall (a) be at least three calendar months, and (b) include one complete full Academic Term.

A member of staff whose employment with the University is to be terminated under Ordinance 41 shall be entitled to be given, in writing, three calendar months' notice. (see also clause 9. about notice provisions during probationary contracts of employment)

12. Pension Scheme

Staff are eligible to contribute to the Universities' Superannuation Scheme (USS) immediately upon commencing an appointment. Staff contributing to USS are contracted out of the State Second Pension (previously known as SERPS). The University operates a PensionsPlus Scheme for the payment of pensions contributions-details of the scheme can be found on the Human Resources web site. On joining USS members of staff will be automatically opted into the PensionsPlus payment contribution arrangement unless the University believes it is not beneficial for them or they choose to opt out.

Unless, prior to commencing an appointment, a member of staff elects in writing not to contribute to USS, he/she will be deemed to be a member of USS from the start of an appointment and contributions will be deducted accordingly. Staff will be able if they wish, subsequently, to withdraw from USS and to change to the State Second Pension or a Personal Pension by giving the required notice and completing the appropriate form available from the Finance Section.

Staff who elect not to contribute to USS from the commencement of appointment will either be subject to the provisions of State Second Pension or contribute to a Personal Pension Scheme.

The University will make the minimum contributions required by legislation to a Personal Pension Scheme.

Further details about USS are available from the Finance Section.

13. Assistance with Removal Expenses

The University has schemes for assisting staff, appointed to a University-funded post, with the cost of removal and relocation expenses. Details are available from the Human Resources web site or the Finance (Payroll) Section.

Staff whose appointments are funded by research grants will not normally be eligible for assistance under such schemes unless there is funding available for such purposes in the grant.

14. Research Leave

Professors, Readers, Senior Lecturers and Lecturers who are required by contract to undertake research duties (see clause 1. above) are eligible to apply for research leave on certain conditions. Details of the procedure setting out the conditions relating to research leave are available on the Human Resources web site or via the Research and Enterprise Office (REO). Each member of eligible academic staff is entitled on certain conditions to one term of research leave with full salary after each six terms' service as a member of the eligible academic staff. Members of academic staff who are not contractually required to undertake research duties (R) are not eligible to apply for research leave.

15. Inventions

Staff must inform the Registrar and Secretary and the REO when they identify any research or other work output that might constitute an invention or other commercially valuable asset. The University will assert its right to ownership of inventions granted under the Patents Act as referred to in the University's policy on Intellectual Property which is attached as a separate document (copies also available from the REO) and forms part of your terms of appointment.

16. Collective Bargaining

The University has recognised the University and College Union (UCU) as the sole organisation for the purpose of collective bargaining for academic staff.

17. Individual Grievances

A member of staff who has a grievance relating to his/her employment should discuss the matter initially with his/her Head of Department/School. If the grievance is not settled satisfactorily at that stage, then he/she should follow the procedure set out in Ordinance 41. Part VI (copies available from Human Resources).

18. Disciplinary Matters

Details of the procedures for dealing with disciplinary matters, including termination of the appointment, are set out in Ordinance 41. Part III (copies available from Human Resources).

19. Medical Examination

An employee may be required to undergo a medical at the University's expense in accordance with Ordinance 41. Part IV.

20. Maternity Leave and Adoption Leave

Female members of staff who have been continuously employed in the University's service for a minimum period of twelve months before the expected week of confinement may be eligible to receive paid occupational maternity leave and to be absent on the grounds of maternity for a period of up to 52 weeks. Full details of the scheme and of the conditions governing the eligibility of staff for maternity leave and pay may be viewed on the Human Resources web site. Details of the Adoption Leave scheme are also available from this web site.

21. Paternity Leave

The University grants, on certain conditions, 10 days of paid paternity leave to a member of staff whose wife or partner is pregnant or who plans to adopt a baby. Further details are available from the Human Resources web site.

22. Equality and Diversity Policy Statement

The University of Essex recognises the value of diversity and is committed to equality of opportunity within the University. We expect students and staff to be treated with dignity and respect and solely on the basis of their merits, abilities and potential regardless of, age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation, socio-economic background, political beliefs and affiliations, family circumstances or other irrelevant distinction.

The University is committed to a programme of action to ensure that this policy is fully effective.

Members of staff should ensure that they become familiar with, and understand, the contents of the University's Equality Policy and Strategy available from the Equality and Diversity web site. It should be noted that any intentional breaches of the legislation on equal opportunities or of the University's Policy may lead to disciplinary action.

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