



UNIVERSITY OF ESSEX
FIXED TERM - PROFESSIONAL STAFF

Dear <<title>> <<surname>>

This is your statement of main terms and conditions of service which forms part of your contract of employment with the University of Essex. You should read it carefully, sign and date both copies, returning one copy to the People & Culture Department. The other copy is for you to retain.

Your appointment is subject to continued eligibility to work in the UK.

STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT

1. Appointment

Your appointment as <<job_title>> in the <<department>> will commence on <<job_start_date>>. This post is fixed term until <<expected_occupancy_end_date>> due to **(EXPECTED POSITION END REASON)**

Your service with the University of Essex is continuous from <<org_start_date>> and service with any previous employer does not count towards this period of employment. In this role you will report to the <<reporting_position>>.

2. Probationary period

Where the fixed term appointment is for 6 months or more, confirmation of appointment is subject to satisfactory completion of a probationary period of half the duration of the contract to a maximum of 6 months. Where the appointment is for 3-6 months, the probationary period will be 1 month, and where the appointment is for less than 3 months, there will be no probation. During the probationary period, employment may be terminated by either party by giving one month's notice in writing.

If you have already successfully completed a probationary period for a similar role at the University you will not be subject to a further period of probation.

3. Induction

All new employees are required to take part in the University's induction programme, which includes mandatory training.

4. Hours of work

Your hours of work are as required to perform the duties of your role, for a full-time employee this is normally 36 hours per week. The working week is usually Monday to Friday, although shift patterns operate in some areas. Where shift patterns are in operation, these are agreed locally within your section, and may include working at weekends, evenings, public holidays or specific call out arrangements. Please seek further information from your line manager. You may be expected to work outside of your normal pattern on occasion as requested and as is reasonable by your line manager and following consultation with you.

For employees on grades 1-6, hours in excess of your normal working hours must be agreed in advance with your line manager and will normally be compensated by time off in lieu. In exceptional circumstances, payment will be made at the rate of single time up to and including 36 hours per week (or an average 36 hours week pattern where shift patterns vary).

For hours worked in excess of 36 hours per week, overtime will be paid on the following basis: www.essex.ac.uk

- **On a normal working day** will be paid at the rate of single time for the first hour of overtime and time and-a-half thereafter,
- **On a non-working day** will be paid at the rate of time and a half for any overtime worked.

For work on a public holiday or on a day when the University is closed:

- If it would have otherwise been a **normal working day**, additional payment at single time will be made and equivalent time off in lieu given at a later date.
- If the bank holiday or closure day falls on a day that you would **not normally have worked**, payment will be made at the rate of time and a half.

5. Location

Your normal place of work will be at <<location>> campus **(FULL ADDRESS)**. You may be required to travel to other campuses as required and as is reasonable and following consultation with you.

6. Remuneration

This post is <<grade_description>>, spinal point <<payscale_actual_rate_of_pay_description>> on the salary scale. Your starting salary will be £<<payscale_actual_rate_of_pay_value>> per annum and will be subject to annual review. Salary scales are determined through national pay bargaining between the University and Colleges Employers Association (UCEA) and recognised Trade Unions. Salary scales are incremental (unless you are already at the top point of the grade) and the award of the first increment is subject to six months' service in the grade. Full details are available on the University website.

Salary payments are made monthly in arrears on the last working day on or before the 28th of each month by direct credit transfer to your specified bank or building society account. In December, the pay date may be earlier and you will be notified in advance if this is the case. Although unlikely, should a mistake occur with the calculation and payment of salary, any discrepancies must be reported immediately. Any underpayment will normally be corrected the following month unless this causes hardship, in which case a payment will be made to you via bank transfer. In the event of an overpayment, the University will look to recover the outstanding balance immediately; however there are times when this may not be possible and a suitable repayment plan will be agreed with you. Should you at any time during or on termination of your employment owe the University money, you agree and authorise the University to deduct any outstanding sums from any payment due to you, subject to any statutory payments being made.

7. Pension

On commencement of your employment you will be contractually enrolled into either the University's Superannuation Scheme (USS) for grades 7-11 or Superannuation Arrangements of University of London (SAUL) for grades 1-6 and contributions deducted according to the scheme rules in force. Access to your pension benefits will be in line with the scheme rules at the time of your retirement. The rules of either USS or SAUL can be altered by the scheme from time to time in consultation with members. The University reserves the right to amend or replace the pension scheme applicable only after full consultation. The University operates a salary sacrifice scheme called "PensionPlus" for the payment of your pension contributions. On joining USS or SAUL you will be automatically enrolled into the "PensionPlus" scheme.

8. Sick leave

Sickness absences must be reported as soon as possible to your line manager, who will record it on the HR system. If the absence continues beyond seven days, a medical

certificate must be provided. The University operates an occupational sick pay scheme and details are available on the People & Culture webpages. www.essex.ac.uk

9. Annual leave

Employees are entitled to 201.6 hours (28 days for those on the standard 7.2 working pattern) paid leave per annum. Annual leave will be calculated pro rata for part-time employees or those starting or leaving part way through the annual leave year.

In addition to this you are entitled to Public and Bank holidays (usually 8) during a full calendar year, and 3 days of leave to be taken on fixed days when the University is closed during the Christmas vacation. If you work a shift pattern which includes bank holidays and closure days you will receive equivalent time off in lieu. The annual leave year runs from 1 August to 31 July. Unused annual leave entitlement cannot normally be carried over to the following leave year. In the event of you leaving the University, it is expected that you use your annual leave entitlement prior to your final date of employment, unless in exceptional circumstances and in agreement with your line manager, a payment will be made in your final pay. Should you have overtaken your annual leave entitlement at the time of you leaving; the overtaken annual leave will be deducted from your final pay.

10. Employment policies and regulations

Your employment will be governed by certain jointly agreed workplace policies and procedures issued from time-to-time by the University. All your terms and conditions of employment are collectively negotiated on your behalf by the University and the recognised Trades Unions¹ and will form part of your main terms and conditions. Policies, including entitlements to paid leave, will be regularly updated and made available on the People & Culture webpages. This does not preclude changes to your contract of employment being agreed with you directly.

11. University policies and procedures

All University employees must abide by University policies and procedures, as set out on the University website.

12. Notice period

Employment may be terminated by the employee by submitting a written resignation to their line manager.

Unless otherwise agreed in writing, the period of notice for employees who are appointed for a period of 6 months or more on grade 11 is six calendar months, three calendar months for employees on grades 5-10, and one calendar month for employees on grades 1-4.

Employment may be terminated by the University in writing by giving six calendar months' notice for grade 11, three calendar months for employees on grades 5-10, and one month for grades 1-4, increasing to 5 weeks' notice after 5 years' continuous service and increasing by one week for each year of service thereafter up to a maximum of 12 weeks. Where the appointment is for less than 6 months, the notice period for the employee and the University is one month for employees on grades 7-11 and one week for employees on grades 1-6.

Should a request be made to have a shorter period of notice, this needs to be approved by the Registrar and Secretary for Professional Services staff and the relevant Executive Dean for academic staff.

The University at its discretion may choose instead to pay in lieu of notice. Should you be summarily dismissed on the grounds of gross misconduct, your employment will be terminated without notice but following the procedures laid out by workplace policies and procedures.

13. Deductions from final pay

¹ Further details can be found in the University's recognition agreement available from People & Culture.

Your final salary payment will be less any outstanding deductions for season tickets, flexible benefit schemes or other loans. www.essex.ac.uk

14. Garden leave

At any time after notice or redundancy notice has been served the University may at its discretion place you on garden leave on full salary and with other contractual obligations, benefits and protections still in place.

15. Policy statement on Equality, Diversity and Inclusion

The University of Essex celebrates diversity, challenges inequality and is committed to nurturing an inclusive and diverse community that is open to all who have the potential to benefit from membership of it, and which ensures equality of opportunity for all its members.

We expect all members of our campus communities, employees, workers, contractors, students and visitors to be treated, and to treat others, with dignity and respect. We do not tolerate discrimination against any individual or groups of people because of their age, gender identity, marriage and civil partnership status, race, religion or belief, sex, sexual orientation, because they have a disability, or because they are pregnant, breastfeeding or have recently given birth.

To support our value-commitment to inclusivity, we extend protection from discrimination beyond our legal obligations to cover other forms of difference such as socio-economic background, political beliefs and affiliations, family circumstances, appearance, personal interests.

16. Health, Safety and Wellbeing

The University is committed to providing a safe and healthy university, where staff and students work proactively and collaboratively to improve health, safety and wellbeing. Members of staff have a legal responsibility to co-operate with the University by complying with its Policy and standards. Staff must ensure that they understand their health and safety responsibilities (including the reporting of incidents) and what they need to do to meet them. Further information on health and safety, including the Health, Safety and Wellbeing Policy at the University can be found on the University's website.

Where a member of staff knowingly does something that could cause serious harm, neglects to take action within their control to prevent a dangerous act, or shows persistent non-compliance with the University's Health, Safety and Wellbeing Policy and health and safety standards disciplinary action may be considered.

17. Disciplinary procedure

The procedure to be followed in relation to discipline and dismissal is available on the University's website.

18. Suspension

In order to investigate a complaint of misconduct against you or in the case of any other serious incident, the University reserves the right to suspend you on full pay without prejudice so long as may be necessary to carry out a proper investigation, which may result in a disciplinary hearing. The University also reserves the right to suspend on medical grounds for health and safety reasons.

19. Grievance procedure

To raise a grievance relating to your employment, you should, in the first instance, raise the matter with your line manager. If you are unhappy with any decision made by your line manager then you should follow the formal grievance procedure, which is available on the University website

20. Data Processing



By signing this contract, you acknowledge that the University assumes the right to store and process personal data, in accordance with relevant data protection legislation, in order to fulfil its obligations under this contract and its statutory obligations as an employer. www.essex.ac.uk

21. Additional Paid work

Full-time employees wishing to undertake additional paid work must first seek permission from the Registrar. Those wishing to undertake services for external organisations should approach the Research and Enterprise Office (REO) in the first instance who operate a consultancy service for the University

22. Intellectual property and inventions

The University's policy on intellectual property (available on the [University website](#) and from P&C) applies to all work produced by University employees. Employees must notify the Director of REO and the Registrar and Secretary when they identify any research or other work output that might constitute an invention or other commercially valuable asset.

23. Confidential Information

Subject to the protections afforded by the Public Interest Disclosure Act 1998 (the statutory protection afforded to 'whistle blowers') and any other relevant regulations, you should not use confidential information for your own benefit or disclose it to those outside of the University. Confidential information shall include, commercially sensitive information relating to the businesses, affairs, products or processes, business plans, forecast, information relating to research products, future business strategy, tenders and any price sensitive information of the University. This restriction does not apply to any information in the public domain other than by reason of unauthorised disclosure by the employee.

24. Severability

Should any clause of the contract be held void or unenforceable then the remaining parts of the agreement shall remain in full force.

I accept the employment offered as set out above in the terms and conditions of employment.

I also accept and agree to abide by the University of Essex guidelines for the use of IT facilities as detailed on the [University website](#).

Signed.....

Name.....

Date.....

(on behalf of the University of Essex)

Signed.....

Name.....

Date.....

(employee)