

UNIVERSITY OF ESSEX

TERMS OF APPOINTMENT (PRINCIPAL STATEMENT PART II)

SUPPORT STAFF (GRADES 1 to 6)

1. General - Collective Agreements and Pay Structures

Staff should note that the pay structure for Support Staff is as agreed locally between the University and the Campus Trade Unions. 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 unions Unison, Unite (Amicus) and the UCU - all representing employees. Negotiations between UCEA and the Unions at national level are concerned only with the national pay spine. No other national collective bargaining agreements affect this employment.

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

2. Working Week

The normal full-time working week for Support Staff is 36 hours, with hours of attendance being determined at Department/School/Section or Office level. Details of working patterns are normally set out in the Further Particulars/Job Description for each post. Normal hours of work for office based staff are 9.00 am - 5.15 pm, Monday to Thursday, and 9.00 am - 5.00 pm on Friday, with one unpaid hour off for lunch. Individual Departments/Schools/Sections/Offices have the flexibility to vary normal office hours to meet the particular needs of the areas concerned. Hours of work and working patterns, together with details of enhancements for shift working/unsocial hours working are as set out in individual contracts of employment (Principal Statement Part 1).

At times when the pressure of work demands, Staff may be asked to work after the normal finishing time or, in exceptional circumstances, on Saturday and/or Sunday. Hours in excess of 36 per week will normally be compensated by equivalent time off in lieu. In exceptional circumstances overtime will be paid at the rate of time-and-a-half, Monday to Saturday or double-time on Sunday. For work on a public holiday or on a working day when the University is closed, additional payment at plain time will be made and equivalent time off in lieu given at a later date.

Members of staff working less than 36 hours per week may also be asked, at times when pressure of work demands, to work after the normal finishing time or in exceptional circumstances on Saturday and/or Sunday. In such circumstances staff usually working less than 36 hours per week will normally be compensated for working additional hours, up to and over 36 hours per week, by taking off equivalent time off in lieu. In exceptional circumstances, additional hours worked by a member of staff normally working less than 36 hours per week, will be paid at the rate of plain time up to and including 36 hours per week. Enhanced rates of pay for additional hours working in exceptional circumstances, as set out above will apply to additional hours worked over 36 hours per week; if the time-off in lieu provisions are not to apply.

3. Grades and Scales

Support Staff are appointed to grades in the locally agreed University of Essex Pay Structure. The salary scale on which the appointment is made is as stated in the contract of employment (Principal Statement: Part I). The incremental date for Grades 1 to 6 is 1 August, 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 maximums may be awarded on a one-off individual basis on the recommendation of the Finance and Strategy Staffing Sub-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 Human Resources.

4. Holidays/Annual Leave

The annual leave entitlement of a full-time member of staff is 23* working days, with the choice of dates left to the individual, subject to the approval of the Head of Department/School/Section, who will not unreasonably withhold consent. For this purpose Saturday and Sunday are not regarded as working days.

In addition to the above, holidays with pay will be granted on the statutory public holidays (New Year's Day, Good Friday, Easter Monday, May Day, Spring Bank Holiday, Late Summer Bank Holiday, Christmas Day and Boxing Day, or their equivalent) and on 3 other working days when the University is closed during the Christmas vacation.

Entitlement to long service leave, with effect from the leave year commencing 1 April 2006, is as follows:

- a) Staff completing five years' continuous service will be entitled to one additional day of annual leave.
- b) Staff completing seven years' continuous service will be entitled to one further additional day of annual leave.
- c) Staff completing twelve years' continuous service will be entitled to a third additional day of annual leave.
- d) N.B. For the purpose of reckoning continuous service in order to calculate entitlement to long service leave and in this context only previous employment with another employing institution in the university sector without a break in service shall be counted as continuous service. However, previous service will be taken into account where a university employee return to university service following a break to care for dependants (normally not exceeding eight years), provided that no permanent full-time employment has intervened. Entitlement to long service leave will be calculated from the 5th, 7th and 12th anniversaries of the date of appointment to university service, such day(s) to be taken in the remaining part of the university leave year in the initial year of application.

Part-time and term-time members of staff are entitled to annual leave on a pro rata basis to the entitlement of full-time staff.

In the case of staff working on a term-time only basis, an additional payment for annual leave will be made at the end of each month worked in order to compensate staff for holidays taken during each month. The calculation of holiday entitlement will be on the

basis of an additional monthly payment of 13% of basic salary. This amount includes all entitlements to public holidays, closure days and long service leave.

The leave year runs from 1 April to 31 March. Holiday entitlement in the first and last years of service shall be pro rata to portion of the leave year worked. 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.

(*These 23 days consist of 20 days' annual leave, plus 3 'other days'. The University reserves the right in any subsequent leave year, and following local consultation, to include one or more of the 3 'other days' within a fixed period of closure of the University.)

5. Pension Scheme

Staff are auto-enrolled into the Superannuation Arrangements of the University of London (SAUL) immediately upon commencing employment and contributions will be deducted accordingly. Staff will be able if they wish, subsequently, to withdraw from SAUL by completing the appropriate opt-out form available from SAUL and supplying this to Human Resources (Payroll and Pensions). A refund of contributions will only be available if the opt-out process is completed within three months of commencing employment.

The University operates a Salary Sacrifice scheme called PensionsPlus for the payment of pension contributions-details of the scheme can be found on the Human Resources web site. On joining SAUL 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 of PensionsPlus.

Staff in post at 31st July 2006 and already subject to the provisions of either the Essex County Council Pension Scheme, University of Essex Pension Scheme or Universities Superannuation Scheme (USS) retain the right to continue in membership of these schemes. (Note-it is not possible for members of the Essex County Council Pension Scheme to make pensions contributions via PensionsPlus, although it is possible for members of the University of Essex Pension Scheme to make contributions via PensionsPlus in the same way as contributions are made to SAUL-see above).

Further details about SAUL are available from either the SAUL web site or Human Resources.

6. Sickness Absence/Pay

A member of staff who is prevented by illness from reporting for duty shall notify his/her Head of Dept/Section as early as possible on the first day of absence. If the absence continues after the third day (not including Saturdays and Sundays), he/she shall submit forthwith to the Director of Finance a completed and signed Personal Sickness Certificate, available from the Finance (Payroll) Section, Human Resources, departmental/school offices or offices of administrative sections.

If the absence exceeds seven days (including Saturdays and Sundays) he/she shall submit to the Director of Finance a completed and signed doctor's certificate. Thereafter such further medical certificates as are issued at intervals by the employee's doctor shall also be submitted to the Director of Finance.

A document setting out the arrangements at present in force for sick leave and sick pay is available on the Human Resources web site.

7. Probation and Permanency

Staff will normally be appointed subject to confirmation after a probationary period of six months. Probationary periods may be extended by a period of up to three months, subject to the agreement of the Director of Human Resources. A member of staff who has already satisfactorily completed a probationary period in a similar post at the University would not normally be expected to complete a further period of probationary employment.

8. Maternity and Adoption Leave

Female employees 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 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 is available on the Human Resources web site. Details of the Adoption Leave scheme are also available from the web site.

9. 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.

10. Payment

Members of Support Staff will be paid monthly in arrears by direct credit into a bank or building society account.

11. Notice

The appointment of a member of staff may be terminated by either side giving one month's notice in writing. The amount of notice of termination of the employment which an employee is entitled to receive increases to five weeks after five years' continuous employment and thereafter by an additional week for each additional complete year of service up to a maximum of twelve weeks' notice after twelve years' or more continuous service.

12. Previous Service

Periods of previous service with any employer other than the University of Essex do not count as continuous with your current employment, except in the following circumstances: (i) in so far as pension rights may be transferable in accordance with the terms of the superannuation scheme, (ii) in accordance with the provisions of paragraph 4(d) of these conditions of service, and (iii) unless specifically stated in the contract of employment (Principal Statement Part 1).

13. Retirement

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.

14. Trade Union Membership

The University recognises Unison, Unite (Amicus) and the UCU as appropriate organisations to represent Support Staff.

15. Medical Examination

An employee may be required to undergo a medical examination at the University's expense.

16. Individual Grievances

A grievance relating to your employment should be discussed in the first instance with your immediate supervisor. Further steps are set out in the Grievance Procedure, a copy of which is available for reference on the Human Resources web site.

17. Disciplinary Matters

Details of the procedures for dealing with disciplinary matters and disciplinary rules (including the termination of appointments) may be consulted in Human Resources.

If you wish to complain about formal disciplinary action taken against you, you should do so by writing within a period of seven days to the Director of Human Resources, who will refer you to that section of the disciplinary procedures which relates to the hearing of such complaints.

18. 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.

July 2006
(revised October 2007
(revised August 2008)
(revised February 2009)
(revised March 2009)
(revised October 2011)
(revised August 2013)
(revised May 2014)
(revised October 2014)