

UNIVERSITY OF ESSEX CAMPUS SERVICES LTD

Dear <<first_forename>> <<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 Campus Services Ltd. You should read it carefully, sign and date both copies, returning one copy to the People & Culture Section. 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 <<reporting_unit>> will commence on <<job_start_date>>. This employment is permanent.

Your service with the Company 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 <<reporting_position>>.

2. Probationary period

Confirmation of employment is subject to satisfactory completion of a six month probationary period. This may be extended by a period of up to three months, subject to the agreement of the Business Unit Manager in conjunction with People & Culture. An employee who has already satisfactorily completed a probationary period in a similar post within University of Essex Campus Services would not normally be expected to complete a further period of probationary employment.

3. 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 38 hours per week on a 5 days from 7 days shift pattern. Your manager will agree your normal work pattern with you. 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 bands A-E, should a business need arise, hours worked in excess of 38 hours per week 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 38 hours per week and for hours over 38 per week, overtime will be paid at the rate of time-and-a-half.

4. Location

Your normal place of work will be <<location>> campus. You may be required to work at other UECS premises whether on a temporary or permanent basis as the Company shall from time to time direct. In exceptional circumstances, you may be required to stay overnight where excessive distances are involved.

5. Remuneration

Your salary will be £<<payscale_actual_rate_of_pay_value>> per annum. This is a spot salary on the University of Essex Campus Services Limited pay scale.

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 Company 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 Company money, you

agree and authorise the Company to deduct any outstanding sums from any payment due to you, subject to any statutory payments being made.

6. Pension

You will be contractually enrolled in the NEST Pension Scheme immediately upon commencing employment and contributions will be deducted accordingly. You will be able, if you wish subsequently, to withdraw from NEST by completing the appropriate opt-out form and forwarding the completed form to People & Culture.

The Company operates a salary sacrifice scheme called "PensionPlus" for the payment of your pension contributions. On joining NEST you will be automatically enrolled into the "PensionPlus" scheme.

For employees on bands A-H, The Company will pay a matched contribution of 1% of pensionable pay into your NEST pension if you are an active member. This will rise to 2% from 6 April 2018, with an employee contribution of 3%, and 3% from 6 April 2019 with an employee contribution of 5%.

For employees on bands I-K, the Company will pay a matched employer contribution of up to 5% of pensionable pay; or the auto enrolment employer minimum contribution if higher, into your NEST pension if you are an active member. For example: If the employee pays 3%, the University will pay 3%.

7. Sick leave

Sickness absences must be reported as soon as possible to your line manager on the first day of absence and a self-certificate must be completed. If the absence continues beyond seven days, a medical certificate (Fit Note/Med3) must be provided.

The Company operates an occupational sick pay scheme and details are available from your Unit Manager or from People & Culture.

8. Annual leave

Employees are entitled to the following paid leave per annum:

- Employees in bands A-E are entitled to 36 days (273.6 hours) paid leave per annum.
- Employees in bands F-H are entitled to 38 days (288.8 hours) paid leave per annum.
- Employees in bands I-K are entitled to 39 days (296.4) paid leave per annum.

This includes your entitlement to Public and Bank holidays and University closure days. Annual leave will be calculated pro rata for part-time employees or those starting/leaving part way through the annual leave year. Unused annual leave entitlement cannot normally be carried over to the following leave year. The annual leave year runs from 1 August to 31 July. In the current holiday year you are entitled to <<holiday_entitlement>> holiday with pay at your usual basic rate.

All leave must be agreed by the line manager. Some departments/units may restrict holidays during periods of particular business activity. 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. This amount includes all entitlements to public and bank holidays and closure days.

9. Employment policies and regulations

Your employment will be subject to workplace policies and procedures issued from time-to-time by the Company. There are no collective agreements applicable to your employment. Policies will be regularly updated and made available from People & Culture.

10. Notice period

Employment may be terminated by the employee by submitting a written resignation to their line manager. The period of notice for employees is as follows:

- One calendar month for employees in bands A-E;

- three calendar months for employees in bands F-K.

Should any annual leave be planned or booked during the notice period, managers may, at their discretion, require the notice period to be extended by an equivalent amount.

Employment may be terminated by the Company in writing by giving the following notice:

- One month's notice for those employees in bands A-E, 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, and;
- three calendar months' notice for those employees in bands F-K

The Company 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. During the probationary period, employment may be terminated by either side giving one weeks' notice for those employees in bands A-E or one months' notice for those in bands F-K.

11. Deductions from final pay

Your final salary payment will be less any outstanding deductions.

12. Garden leave

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

13. 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.

14. Health, Safety and Wellbeing

The Company is committed to providing a safe and healthy working environment, 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 Company 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 Company is available from People & Culture.

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 Company's Health, Safety and Wellbeing Policy and health and safety standards disciplinary action may be considered.

15. Disciplinary procedure

The procedure to be followed in relation to discipline and dismissal is available from People & Culture.

16. Suspension

In order to investigate a complaint of misconduct against you or in the case of any other serious incident, the Company 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 Company also reserves the right to suspend on medical grounds for health and safety reasons.

17. 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 from People & Culture.

18. Your personal data

The Company will store and process your personal data where it is necessary for the performance of your contract with the Company, or where it is necessary for the Company to fulfil any of its statutory obligations as your employer. The company is a wholly owned subsidiary of the University of Essex, your data may be shared between the Company and the University where it is necessary and legal to do so.

19. Additional Paid work

Full-time employees wishing to undertake additional paid work must first seek permission from the Business Unit Manager.

20. Property

All files, customer records, lists, books, records, literature, software, products and work products developed by the Employee in the course of his/her employment with the Company, and other materials owned by the Company or used by the Company in connection with the conduct of business by the Company shall at all times remain the sole property of the Company, and the Employee agrees that upon request and upon termination of the Employee's employment hereunder, howsoever arising, the Employee shall surrender to the Company all such files, customer records, lists, books, records, literature, products, software, work products, and any copies thereof and all other property belonging to the Company.

21. Alcohol and drugs policy

The Company has an Alcohol and Drugs Policy, which is available on the Company's web site. The Employee is required to read the policy and take all necessary steps to comply. Failure to comply may result in disciplinary action including dismissal.

22. Right to search

The Company reserves the right to search employees or any of their property held on the Company's premises, at any time in accordance with its Alcohol and Drugs Policy or if it believes that an employee may have committed a criminal offence.

If the employee refuses to comply with the Company's Search Procedure, this will be taken into consideration when applying sanctions under the Disciplinary Procedure.

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 Company. 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 Company. 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 Company and University guidelines for the use of IT facilities as detailed on [the University website](#). Misuse of the Facilities will be treated as gross misconduct and may lead to dismissal.

Signed.....

Name.....

Date.....
(on behalf of the Company)

Signed.....

Name.....

Date.....
(employee)

<<first_forename>> <<surname>>
<<reference_number>>

