



<<date>>

Personal

<<title>> <<first_forename>> <<surname>>
<<formatted_address>>

Dear <<title>> <<surname>>

I am pleased to enclose your statement of main terms and conditions of service for the post of <<job_title>> commencing on <<job_start_date>>. We are very much looking forward to you joining us and <<reporting_manager>> is on hand to answer any queries about the role and the department which you may have before you take up your role.

This post is fixed-term because it is linked to the duration of your apprenticeship training. As this is a fixed-term post, please note that there is no guarantee of a permanent post upon completion of the apprenticeship. You will be studying towards your <Qualification name> and your training will be provided by <training provider>. This role is linked to your training and therefore all requirements of the qualification (e.g. coursework, attendance at meetings and lectures/classroom training) need to be met for the employment to continue.

To help you settle in to the University, you are required to complete a comprehensive induction programme. When you arrive for your first day, you will be provided with an Essex email account and access to our online induction course "[Welcome to Essex](#)". This includes: an induction checklist to start during your first week working on campus, essential training that is required in your role to meet the needs of the University and to prepare you for working here, as well as additional information to support you throughout your induction.

We care about employee wellbeing, so as part of your induction process we require you to complete a new employee health declaration, which is reviewed by our Occupational Health team. You will be sent a separate email with details regarding how to log into the system and complete the short questionnaire. This information is held confidentially and will not be shared with anyone outside of the People & Culture Section without your consent.

You can read more about travel to the Colchester campus [here](#) and find out more about obtaining your campus card [here](#).

Once you have started in your new role please update your sensitive information on HR Organiser. The University is committed to being a fair and inclusive place to work. Providing your information helps us to identify any issues of representation and allows us to address areas of concern. The information you provide will be held securely and treated as strictly confidential in accordance with the requirements of the General Data Protection Regulation (GDPR).

I should be grateful if you would sign both copies of your statement of main terms and conditions of service and return one to me as soon as possible. The second copy is for you to retain for your records.

We very much look forward to seeing you on <<job_start_date>>. Please do not hesitate to contact me if you have any queries about the joining process.

With best wishes

Resourcing Adviser



UNIVERSITY OF ESSEX
FIXED TERM - APPRENTICESHIP

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, and that you adhere to any relevant conditions for the type of permission you have been granted (where applicable).

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>> because it is linked to the expected duration of your apprenticeship training.

Your appointment under this contract is subject to you meeting the eligibility criteria for apprenticeship funding outlined by the ESFA Apprenticeship Funding Rules.

You will be studying towards a <qualification name> and your training will be provided by <training provider>. This role is linked to your training and therefore all requirements of the qualification (e.g. coursework, attendance at meetings and lectures/classroom training) need to be met for the employment to continue.

Please note that the university reserves the right, at its discretion, to change the training provider. You must maintain an adequate record of your training throughout your apprenticeship, including evidence of your attendance at training courses and all results connected with your training.

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:

- **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. You may be required to travel to other campuses as required and as is reasonable and following consultation with you.

6. Remuneration

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.

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.

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



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

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

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 of Essex fosters good relations between people who share a relevant protected characteristic and those who do not, 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 our campus communities, employees, workers, contractors, students, invitees and visitors to be treated, and to treat others, with dignity and respect. We have a zero-tolerance approach to discrimination, harassment and bullying. Zero tolerance means that (i) we will take action and (ii) the action will be proportionate to the circumstances of the case. We are committed to meeting our obligations under the Equality Act 2010, which requires the University show no discrimination as required by law on account of age, disability, gender reassignment*, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

The University will always act lawfully and this may include taking action to support people with particular protected characteristics, including disability and sex. In addition to its obligations under the EA, the University shall adopt policies, practices, and procedures that define expected standards of behaviour and specify any additional characteristics, beyond those required by law, to which protection is provided, for example, in relation to political belief, social background and refugee status.

*The University's policies, practices and procedures specifically extend to all gender identities including trans, non-binary and gender non-conforming people. For the purposes of this Policy Statement the term 'trans' is an umbrella term to describe people whose gender is not the same as, or does not sit comfortably with, the sex they were assigned at birth. The term 'non-binary' is an umbrella term for people whose gender identity does not sit comfortably with 'woman' or 'man'. Non-binary identities are varied and can include people who identify with some aspects of binary identities, while others reject them entirely.

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.

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.



25. Apprenticeship Agreement

In addition to this contract you will be required to sign an Apprenticeship Agreement. We will send you a complete and final version of the agreement for signature once you have completed your initial assessment with the Training Provider. You should note that the signed Apprenticeship Agreement will form part of your Contract of Employment whilst you are undertaking the apprenticeship. You are also required to sign a Commitment Statement/Training Plan, which will be sent to you by the Training Provider before the apprenticeship commences and once the apprenticeship dates have been confirmed.

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)