



**UNIVERSITY OF ESSEX
ASSISTANT LECTURERS**

Dear XXXXXXXX

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 Section. The other copy is for you to retain. Your appointment is subject to receipt of satisfactory references and eligibility to work in the UK.

STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT

1. Contract and appointment

This overarching employment contract is fixed term until you complete or withdraw from your postgraduate studies at the University, enter a period of further completion or an extension to your completion period. The reason for the fixed term contract is that Assistant Lecturer posts provide a development opportunity for postgraduate students to develop their teaching skills and to achieve professional recognition.

Your overarching contract as an Assistant Lecturer will commence on [date] and may constitute working in one role or a number of different roles, with further details set out in each job description. These job descriptions will also form part of and will activate the overarching contract of employment. There is no entitlement to further AL engagements beyond your first appointment.

Your service with the University of Essex is continuous from [date] and service with any previous employer does not count towards this period of employment.

2. Probationary period

A probationary period of 3 months will apply to all appointments.

3. Induction

You are required to take part in the University's induction programme appropriate to your role and to undertake any required training. Assistant Lecturers are also required to achieve Associate Fellowship of the HEA by the end of their first year of teaching or they will not normally be able to continue teaching in an AL role.

4. Hours of work

The hours you work will vary depending on the role you are engaged in and will be set out in the engagement letter for that role. Any restrictions on hours set out in the University's [Principal Regulations for Research Degrees](#), RCUK training grant or any other scholarship will apply.

If you are a Tier 4 or Student visa holder you will have restrictions on the number of hours you are permitted to work each week during term time as stated on your visa (hours cannot be averaged on a monthly basis). This will usually restrict you to working a maximum number of hours per week during term-time as shown on your visa (hours cannot be averaged on a monthly basis). Please ensure you are aware of the term-time dates that apply to your level of study. This is outlined in the term-date letter you are required to present as part of your right to work evidence. This weekly limit is applicable to any work or combination of work you may undertake and includes paid and unpaid. You are required to inform your home department



if you are undertaking other work in the University; P&C is also required to do so. It is a criminal offence to be in breach of your visa conditions.

The working week is usually Monday to Friday. You may be expected to work outside of your normal pattern on occasion as requested and as is reasonable, by the Head of Department and following consultation with you.

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 rate of remuneration will be based upon [grade and point], £[amount] pro rata. Salary scales are determined through national pay bargaining between the University and Colleges Employers Association (UCEA) and recognised Trade Unions. Full details are available on the University website. Where additional hours are agreed in advance by the Head of Department, payment can be made at the hourly rate.

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

Any member of staff with aggregated earnings of above the auto enrolment threshold will be enrolled into the Universities Superannuation Scheme (USS) and contributions deducted according to the scheme rules in force. Multiple position holders will be assessed on all contracts.

You cannot opt out of the scheme before you have been opted in, however once you have been opted in to the scheme, you are able to "Opt Out" by downloading the Opt Out form directly from the USS website, and sending the form to the Payroll and Pensions team. If the form is received within three months of your start date of employment, or pension joining date, then you shall receive a full refund. After the three month has expired, you are able to cease membership but are not entitled to a refund under the USS scheme rules.

The University of Essex runs a salary sacrifice pension payment scheme which you will be automatically entered into unless you are not eligible through legislation restrictions.

Those with earnings under the auto enrolment threshold still have the right to join USS and if you wish to do so, please contact the Payroll and Pension department within People & Culture.

Access to your pension benefits will be in line with the scheme rules at the time of your retirement. The rules of USS 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.

8. Sick leave

Sickness absences must be reported as soon as possible to the Head of Department, 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 for the time you are engaged in a AL role and details are available on the Human Resources 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. 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. Annual leave will be calculated pro rata for part-time employees or those starting or leaving part way through the annual leave year.

The holiday element of your salary will be paid to you monthly and listed separately on your payslip.

Therefore all holiday should be taken arranged outside of the hours you are required to work by your Department/School/Section.

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 will be regularly updated and made available on the P&C 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. Freedom of Speech

This contract and your employment are subject to the guiding principle that Assistant Lecturers should have freedom within the law to question and test perceived wisdom, and to put forward new ideas and controversial or unpopular opinions, without placing themselves in jeopardy of losing their jobs or privileges.

13. Notice period

Employment may be terminated by the employee by submitting a written resignation to their Head of School/Department or their nominee. The period of notice for an employee is at least three months. Employment may be terminated by the University in writing by giving three calendar months' notice or by 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 in the University's disciplinary procedure.

14. Deductions from final pay

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

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



15. 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.

16. 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.

17. 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.

18. Disciplinary procedure

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

19. 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.

20. Grievance procedure

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



21. 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.

22. 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. If you are a Tier 4 or Student visa holder you will have restrictions on the number of hours you are permitted to work each week.

23. 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.

24. 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.

25. 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)