

## **Terms of Employment**

These conditions govern appointment to those staff employed as Graduate Teaching Assistants/Senior Graduate Teaching Assistants, who also undertake studies at the University, at postgraduate level or 4<sup>th</sup> year undergraduate.

The appointments of all members of staff are subject to the Charter, Statutes, Ordinances and Regulations of the University, which the University may amend or vary from time to time in conjunction with the Privy Council as required, and to the agreements reached from time to time between the University and the relevant Trade Union referred to in the Procedure Agreements.

In the event that you have any questions relating to these terms of employment, please contact your link HR Adviser.

### **Contract of employment**

This letter is your contract of employment and contains a statement of the applicable terms of your employment as required by section 1 of the Employment Rights Act 1996.

#### **1. Commencement of employment and duration of employment**

- 1.1 Your employer is The University of Warwick (**The University**). Your employment with the University commences in date specified in the attached offer letter] (“the Commencement Date”). No employment with a previous employer counts towards your period of continuous employment with the University.
- 1.2 The first 3 months of your employment shall be a probationary period and your employment may be terminated during this period at any time on one week's prior notice. If you have been previously engaged on Sessional Teaching Payroll for at least one term of academic work, your probation period will not apply. We may, at our discretion, extend this period for up to a further 3 months. During this probationary period your performance and suitability for continued employment will be monitored. At the end of your probationary period you will be informed in writing if you have successfully completed your probationary period.
- 1.3 Your employment shall commence on the Commencement Date and shall continue, subject to the remaining terms of this agreement, for a fixed term of 2 years until it terminates on the End Date specified in your offer letter (“the End Date”) without the need for further notice unless previously terminated by either party giving the other not less than one month's notice in writing. This fixed term may be extended only when it is necessary so as to continue employment until the date of the termination of studies at the University. For the avoidance of doubt, this contract is for the fixed term until you

complete or withdraw from your postgraduate studies at the University, enter a period of further completion or have an extension to your completion period or until your conferral date (whichever is later). If you have completed your studies or your studies have ended for any other reason prior to the End Date, this contract will end with immediate effect on the date that your studies end. The reason for the status of this fixed term contract is that Graduate Teaching Assistant posts provide a development opportunity for postgraduate students to develop their teaching skills and to achieve professional recognition.

- 1.4 In addition, if for any reason other than sickness you are temporarily unable to continue your studies, you will not be able to carry out work for the University (or be entitled to receive any salary) during the temporary cessation of your studies.

## **2. Job title**

- 2.1 You are employed as a Graduate Teaching Assistant/Senior Graduate Teaching Assistant. Your duties and line manager are set out in the attached job description/assignment letter.
- 2.2 You warrant that you are entitled to work in the UK without any additional approvals and will notify the University immediately if you cease to be so entitled at any time during your employment with the University.

## **3. Place of work**

- 3.1 Your normal place of work is one of the campus locations of the University, including the Wellesbourne Campus or any location created in the future. If your normal place of work is not within the University campus, this will be stated in your letter of appointment.
- 3.2 The University may request that you change your normal place of work to such other buildings within the campus, premises of the University or any other location as may reasonably be required in order to fulfil the duties and requirements of the post. This may be on either a temporary or indefinite basis.

## **4. Residence**

- 4.1 It is a condition of your appointment that your term time address must be within a reasonable travelling distance of your place of work in order to fulfil all of the duties and responsibilities of your role.
- 4.2 You will not be required to work outside the UK for any continuous period of more than one month during the term of your employment.

## **5. References/Proof of Qualifications**

- 5.1 The offer of appointment may be conditional upon the receipt by the University of satisfactory written references and proof of qualifications. If, for any reason, the University has not received satisfactory references and/or proof of qualifications by the start of your appointment, your appointment to the University will remain conditional and the University may elect to terminate your offer of employment without notice. The University may agree a revised date by when it must receive satisfactory references and/or proof of qualifications.
- 5.2 You will be required to provide the names of two referees, one of which should be your most recent immediate line manager or two personal referees (if you cannot provide a reference from your most recent line manager).

## **6. Disclosure and Barring Service Check**

Certain roles within the University contractually require a Disclosure and Barring Service (DBS) check and this will have been specified in the vacancy details. In accordance with the University policy, you may therefore be required to undertake a check by the DBS before you are permitted to undertake work involving contact with children or vulnerable adults. The University uses an external third party to process DBS checks. However, all information is managed with complete confidentiality. Further information about the DBS process operated within the University can be found on the HR website. The University reserves the right to withdraw an offer of employment if you fail a DBS check.

## **7. Medical Condition**

The University reserves the right to require you to complete a medical questionnaire, eye test, and/or undergo a medical examination as a condition of employment to an appointment and, if considered necessary, to any future internal transfer or internal promotion to a different post.

## **8. External Funding**

- 8.1 If your employment is dependent on funding from an external body or organisation, details will be set out in your letter of appointment. If this is the case, your appointment and ongoing employment will also depend on the continued availability of funding as specified in your letter of appointment. The withdrawal or ending of external funding will therefore normally lead to the termination of your role. If employment is terminated, this will be subject to the notice period specified in Clause 13 .

## **9. Pay**

- 9.1 Your remuneration is specified in your letter of appointment. You will normally be paid on the 24th day of each month or the preceding working day by BACS transfer into a UK bank account nominated by you. It is your responsibility to notify the Payroll Office of any changes to your bank details via Success Factors.
- 9.2 *For new staff commencing employment* :Your starting salary will be the bottom of the pay grade [pro-rata], with incremental progression paid on 1 October each year, until reaching the maximum of the grade. If you are appointed after 1 April, you will receive your first increment on 1 October in the following year.
- 9.3 *For staff previously engaged on Sessional Teaching Payroll terms and conditions: If you previously worked as a Sessional Teacher at University of Warwick and are moving to this contract for like for like work within the same department, the University will maintain the pay at the middle point on the pay spine until the contract is terminated. No incremental progression will be applied year on year. This payment protection will be referred to as “Red Circling” in University communications.*

## **10. Hours of work and rules**

- 10.1 You will be notified of your contracted hours of work in writing prior to the beginning of each term in which you have been allocated work. This will be no less than 20 hours per term or 10 week period in any one academic year of your contract and this confirmation will form part of your contract.
- 10.2 If you work under visa restrictions due to your immigration status you must abide by the visa restrictions as stipulated by the Home Office. Due to your immigration status you are restricted to working 20/10 hours per week. It is a strict condition of your employment that you will not work for any other employer without the written permission of the University. You will also be required to complete a Tier 4 declaration form at the point of the Right to Work check. This declaration is part of your contractual obligation and your employment cannot commence without the declaration form. If you find that you are regularly working excessive hours to discharge your responsibilities you should draw this to the attention of your Line Manager.
- 10.3 The University operates its activities over seven (7) days. Details of your normal working week and/or working pattern will be specified in writing, including if you are required to work more than five (5) days a week or to work a different working pattern to include weekend working. Your actual time of starting and finishing work and your specific working pattern will be determined by your Head of Department/Line Manager as appropriate and you will be consulted and given reasonable notice of any change in line with departmental requirements.

- 10.4 You will be required to submit an online weekly work log via the “Track my Time” system, accessible to you via the University webpages. Your hours must be submitted online as soon as completed at the end of each week in order to be able to process your pay. Further information is available to you via the guides on the Graduate Teaching Assistant webpages.
- 10.5 All contractual working days will attract sick pay entitlement.
- 10.6 You are required at all times to comply with our rules, policies and procedures in force *from time to time* which are available on the HR website.

## **11. Holidays**

- 11.1 Your annual leave entitlement is 30 working days pro-rata in each leave year
- 11.2 The University's leave year runs from 1 October to the 30 September of the following year.
- 11.3 Your holiday pay is accrued pro-rata on the basis of the 30 working days, as specified in clause 11.1 In order to redeem your holiday pay accrual, you will be required to do so by claiming this online via the “Track my Time” system. You must claim your holiday pay by the 30 of September of each year.
- 11.4 From the annual leave entitlement outlined above, the University may require you to take a number of customary days or specific shut down periods as specified by the University or your Head of Department/Line Manager from time to time, plus eight (8) statutory days, pro rata to hours worked for part-time staff.
- 11.5 If you give notice of termination of your employment, you should, before your termination date, take any accrued but untaken annual holidays proportionate to the period of actual service completed in the current leave year. HR will inform you of the remaining annual leave entitlement at the point you hand in your notice of resignation.
- 11.6 If, with the prior permission of your Head of Department/Line Manager, you are unable to take some or all the accrued holiday before you leave, you will be paid in lieu of the accrued but unused holiday entitlement on the termination of your employment.
- 11.7 The University is entitled to make a deduction from any payments made and due to you at the end of your employment for each day's holiday taken in excess of your entitlement. Further details of the University's policy on holiday can be found on the HR website.
- 11.8 You shall give at least 4 weeks' notice of any proposed holiday dates and these must be agreed by your Line Manger/Head of Department in writing in advance. No more than 14

days' holiday may be taken at any one time unless prior consent is obtained from your Line Manager/Head of Department. We may require you to take (or not to take) holiday on particular dates, including during your notice period.

- 11.9 You can carry forward 5 untaken holiday days from one holiday year to the following holiday year. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.

## **12. Incapacity**

- 12.1 If you are absent from work due to incapacity, you must notify your Line Manager of the reason for your absence as soon as possible on the first day of absence.
- 12.2 The policies and procedures for the management of sickness absence are contained in a separate Sickness Absence policy as amended from time to time through consultation and agreement with the relevant Trade Unions, and can be found on the HR website.
- 12.3 Your entitlement to sick pay is summarised in the table below.

<b>Year of Service</b>	<b>Full Pay</b>	<b>Half Pay</b>
During first year of service	3 months	3 months
Second year of service	4 months	4 months
Third year of service	5 months	5 months
Fourth year and thereafter	6 months	6 months

- 12.4 Your overall entitlement to University sick pay is determined by your service at the first date of absence, less any days that have been taken as sick in the twelve (12) months immediately prior to the first date of absence.
- 12.5 You are entitled to University sick pay and statutory sick pay only if you comply with all of the University requirements on sickness notification and if you are genuinely ill. If the University reasonably concludes that you have not complied with the notification requirements or that your illness is not genuine, it is not obliged to pay you sick pay. If so, you will be notified of this, including a statement of the grounds of the decision.

- 12.6 When you are off work due to sickness or if your health appears to be affecting the performance of your duties, the University is entitled to require you to submit yourself to a medical examination of the University's choosing. This process may be managed through a referral to Occupational Health, details of which are contained in the University's Sickness Management Policy.
- 12.7 If you are a member of USS the provisions relating to ill health retirements are determined by the pension scheme rules. Further information is contained in the University's Sickness Management Policy.
- 12.8 After your sick pay entitlement is exhausted in any rolling year, any sickness absence in the three months following your latest return to work (after any agreed phased return period) will be unpaid. At the end of this fixed three month period your entitlement to University sick pay will be restored subject to the standard qualifications outlined above

### **13. Termination and notice period**

- 13.1 After successful completion of the probationary period referred to in clause 1.2, the prior written notice required from you or the University to terminate your employment (before the End Date) shall be as one calendar month.
- 13.2 We may at our discretion terminate your employment without notice and make a payment of basic salary in lieu of notice.
- 13.3 We shall be entitled to dismiss you at any time without notice or payment in lieu of notice if you commit a serious breach of your obligations as an employee, or if you cease to be entitled to work in the United Kingdom.
- 13.4 Your PhD studies are not contingent on your continued employment with the University, and any time spent relating to your capacity as a student is immaterial to your separate status as an employee of the University. Any concerns held about you as a student will be investigated in line with the separate policies governing the relationship between student and the University.
- 13.5 Your employment with the University as a Graduate Teaching Assistant is contingent on you still being a student at the University. If your studies end, your employment will also terminate, unless otherwise agreed. As an employee of the University, you are expected to behave in an appropriate manner consistent with the University's policies and procedures. If your behaviour as a student is incompatible with the University's expectations of you as an employee, this may be taken into consideration in determining the ongoing viability of your employment.

## **14. Disciplinary and grievance procedures**

- 14.1 Your attention is drawn to the disciplinary and grievance procedures applicable to your employment, which can be found on the University's HR website and further information or a hard copy can be obtained from your Head of Department/Line Manager or HR. These procedures do not form part of your contract of employment.
- 14.2 If you wish to appeal against a disciplinary decision you may apply in writing to the HR Director or the HR Engagement Director in accordance with our disciplinary procedure.
- 14.3 We reserve the right to suspend you with pay for no longer than is necessary to investigate any allegation of misconduct against you or so long as is otherwise reasonable while any disciplinary procedure against you is outstanding.
- 14.4 If you wish to raise a grievance you may apply in writing to your Line Manager in accordance with our grievance procedure, a copy of which can be found on the University's HR website.

## **15. Pensions**

- 15.1 All Graduate Teaching Assistants will be assessed for auto-enrolment via the variable time employee part of the USS pension. If you are assessed for auto enrolment, the University will deduct payments from your pay the relevant pension contributions.
- 15.2 Full details of USS may be obtained from Pensions Administration in Human Resources. Your membership of, and rights under, USS are subject to the rules of USS from time to time in force and at the discretion of the Trustees of USS. The University retains the right to amend or terminate the terms of USS in line with the trust deed and rules of the Scheme.

### Opting out

- 15.3 If you wish to opt out of USS you should do so by following the instructions set out in the relevant letter or booklet for USS.
- 15.4 Auto Enrolment
- 15.5 If you decide to opt out of USS, under government legislation (auto enrolment) the University may be required to re-enrol you automatically into an appropriate workplace pension scheme in the future. You will be informed at the time if this applies to you.

### Lifetime Allowance



- 15.6 You need to inform the University if you have Lifetime Allowance protections. Although you may remain responsible for your own tax position, the University and the relevant pension scheme will need to be aware of any Lifetime Allowance Protections. If you inform the University that you have Lifetime Allowance protections, you may not be enrolled into pension savings.

## **16. Data protection**

- 16.1 We will collect and process information relating to you in accordance with the privacy notice which is available via the HR website (a hard copy can also be provided on request). You are required to sign and date the privacy notice, and return this to HR.
- 16.2 You shall comply with the Data Protection policy when handling personal data in the course of employment including personal data relating to any employee, worker, contractor, customer, client, supplier, agent or student of the University. You will also comply with the University's IT and communications systems and social media policy.
- 16.3 Failure to comply with the Data protection policy or any of the policies listed above in clause 16.2 may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

## **17. Collective agreement**

- 17.1 The University currently recognises a number of Trade Unions as the appropriate Trade Unions with which to conclude collective agreements for staff. These are UCU, Unison and Unite.
- 17.2 All current and future local collective agreements agreed under the Procedure Agreement, and all current and future relevant national collective agreements (agreed between relevant unions and joint negotiating bodies) that the University adopts, have contractual effect and will apply to all staff whether they are a member of the relevant Trade Union or not.

## **18. Outside Work**

- 18.1 You must obtain prior written approval from your Head of Department before you take on any paid external commitments which may conflict with your duties [or which could impact on the Visa restrictions referred to in clause 10 of this contract. As per the declaration form enclosed with this contract, this is particularly relevant so that the University is compliant with its obligations as your Employer]. It is your responsibility to assess whether prior approval is required. The obligations in this paragraph are in addition to any other obligations on Conflicts of Interests set out in the University's Financial Regulations and associated Financial Procedures.

- 18.2 In line with the University's Financial Regulations, the University maintains a register of external interests of staff where these could represent a conflict of interest with University activities or professional responsibilities. You must declare any interest which could represent a conflict of interest in the appropriate register as set out in the Financial Regulations copied to your Head of Department (or if you are a Head of Department, to the Registrar) and keep your entries updated accordingly as and when any change in circumstances occurs. The University's Financial Regulations and Financial Procedures can be found on the University's Finance website and hard copies can be obtained from the Finance Department.

## **19. Changes to your terms of employment**

We reserve the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

## **20. Confidential information**

- 20.1 You shall not use or disclose to any person either during or at any time after your employment with the University any confidential information. For the purposes of this clause **20, confidential information** means any information or matter about the business or affairs of the University or any of its business contacts or about any other matters which may come to your knowledge in the course of your employment, and which is not in the public domain or which is in the public domain as a result of your breach of this agreement.
- 20.2 The restriction in clause **20.1** does not apply to:
- (a) prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
  - (b) use or disclosure that has been authorised by the University, is required by law or by your employment.

## **21. Garden Leave**

- 21.1 The University reserves the right, at its sole discretion, to require employees who have resigned with or without the appropriate notice, or who have been given notice to terminate their contract by the University, not to attend their place of work and/or not to undertake all or some of their duties for all or part of the notice period.
- 21.2 In these circumstances, your contract will continue in force until the end of the notice period, and you will continue to receive full pay and other contractual benefits in the normal way until the effective date of termination. You will remain bound by all the obligations and restrictions set out in your contract of employment (including any

confidentiality clauses and restrictive covenants contained in your contract), save the duty to attend work where not required. You must, within reason, remain available to be contacted by the University. Under such circumstances, you will not be permitted to take up employment elsewhere during the notice period (whether that be paid or unpaid) without the prior agreement of the University.

- 21.3 The University reserves the right to allocate the duties and/or responsibilities of your post to a third party during the period of garden leave and to request you to undertake other appropriate work activities.

## **22. University property**

- 22.1 All documents, manuals, hardware and software provided for your use by the University, and any data or documents (including copies) produced, maintained or stored on the University's computer systems or other electronic equipment (including mobile phones), remain the property of the University.
- 22.2 Any University property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to your line manager at any time on request and in any event prior to the termination of your employment with the University.

## **23. Third party rights**

No one other than you and the University shall have any right to enforce any terms of this agreement.

## **24. Intellectual Property/Copyright**

- 24.1 The definitions in this clause apply in this agreement.

**Intellectual Property Rights:** patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**Inventions:** inventions, ideas and improvements, whether or not patentable, and whether or not recorded in any medium.

- 24.2 You shall give the University full written details of all Inventions and of all works embodying Intellectual Property Rights made wholly or partially by you at any time during the course of your employment with the University which relate to, or are reasonably capable of being used in, in relation to the University. You acknowledge that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in the University absolutely. To the extent that they do not vest automatically, you hold them on trust for the University. You agree promptly to execute all documents and do all acts as may, in the University's opinion, be necessary to give effect to this Clause 1.2.
- 24.3 You hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works referred to in Clause 20.2.
- 24.4 You irrevocably appoint the University to be your attorney in your name and on your behalf to execute documents, use your name and do all things which are necessary or desirable for us to obtain for or nominee the full benefit of this clause.
- 24.5 The University has a policy on Intellectual Property, which is detailed in Regulation 28 within the University Calendar and in the University's Financial Regulations and Financial Procedures as amended from time to time at the discretion of the University and which can be found on the University's Finance website and which provides additional detail on the University's rules relating to Intellectual Property.

## **25. Deductions**

- 25.1 If the University has made an overpayment to you of any salary or other remuneration, you agree it is entitled to make the relevant deduction from your subsequent salary payment(s). At the University's discretion, members of staff may be given the option to make any such repayments over a period of time, in line with an agreed repayment plan.
- 25.2 If, during or at the termination of your employment, you owe the University any payment or expense or you fail to return University property, you agree that the University is entitled to make the relevant deduction from your salary (or final salary) payment.
- 25.3 The University will let you know and agree with you in advance of the relevant deduction, but its failure to do so will not affect its right to reclaim the money.

## **26. Reimbursement of Expenses**

You are entitled to claim reimbursement for expenses you incur during the proper performance of your duties in line with the University's Expenses policy, as amended from time to time, details of which can be found on the University's Payroll website.

## **27. Dignity at Work**

Every employee has the right to be treated with dignity and respect at all times during their employment, and all members of staff are required to conduct themselves in accordance with this principle. The University is committed to ensuring that no harassment or victimisation in the workplace, whatever the motivation or manner, is overlooked or condoned. The University has a number of policies and procedures to help members of staff, details of which can be found on the University's HR website.

## **28. Entire Agreement**

- 28.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 28.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 28.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 28.4 Nothing in this clause shall limit or exclude any liability for fraud.

## **29. Governing Law**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **30. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Please indicate your acceptance of these terms by signing and returning to me the attached copy of this letter.

