

<<date>>

Personal

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

Dear <<title>> <<surname>>

I am pleased to enclose your contract of employment 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 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 contract 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 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, 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 <<reporting_unit>> will commence on <<job_start_date>> and ends on <<expected_occupancy_end_date>>. This employment is Fixed Term 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 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 OR This is Band XX, spinal point XX 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 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.

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.

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 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>>

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