



UNIVERSITY OF ESSEX
FIXED TERM - ACADEMIC STAFF

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 People & Culture. The other copy is for you to retain.

Your appointment is subject to continued eligibility to work in the UK. Some specific posts will also require professional registration.

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>> due to **(end reason)** XXXX.

If this appointment is being made prior to a permanent appointment, it covers part of the duties of the new planned post only. The new post will be substantially different, for example, requiring the post holder to be research active and included in a future REF and will therefore be advertised. You will not have a claim to it as the permanent incumbent. You may, of course, apply at the time of advertisement, to be considered with other candidates, if you meet all of the essential criteria for selection.

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 <<reporting_position>>.

There are three categories of academic staff depending on the responsibilities of the role:

- Academic Staff with Education and Research responsibilities (ASER) to include Lecturers (ASER), Senior Lecturers (ASER), Readers and Professors (ASER);
- Academic Staff primarily with Education responsibilities (ASE) to include Lecturers (ASE), Senior Lecturers (ASE), and Professors (ASE);
- Academic Staff primarily with Research responsibilities (ASR) to include Research Officers, Senior Research Officers, Research Fellows, Senior Research Fellows, Readers (ASR) and Professors (ASR).

2. Probationary period

Academic staff on a contract of no longer than 12 months would be subject to a probation period of three months. Those on a contract greater than 12 months would be subject to a probation period of 6 months. Academic staff on a contract primarily with education responsibilities (ASE) will also need to achieve Associate Fellowship of the HEA by the end of the 12 month appointment. The Vice-Chancellor or their nominee may agree in writing that



a probationary period is not necessary. Successful completion of probation while on a fixed term contract does not mean that a permanent contract has been agreed. If a member of academic staff is appointed to a permanent post, they will be subject to a standard academic probation period.

Professors, Readers, Senior Lecturers and Senior Research Fellows would not be subject to a probationary period unless otherwise stated in the offer letter.

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 normal working week is Monday to Friday although you may be expected to work outside of this pattern as required and as is reasonable by the Head of Department¹ 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

This post is <<grade_description>>, spinal point <<payscale_actual_rate_of_pay_description>> on the salary scale. 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 the University's Superannuation Scheme (USS) 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 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

¹ Department is a collective term for Department, School, Centre or Institute.



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 you will be automatically enrolled into the "PensionPlus" scheme.

8. Sick leave

Sickness absences must be reported as soon as possible to your 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 and details are available on the People & Culture webpages.

9. Annual leave

You are entitled to 28 days (201.6 hours) paid leave per annum. In addition to this you are entitled to Public and Bank holidays (currently eight) 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. The annual leave year runs from 1 August to 31 July. Annual leave will be calculated on a pro rata basis for part-time employees or those joining part-way through the leave year. It will not normally be possible to take extended periods of annual leave during academic term-time. Unused annual leave entitlement cannot normally be carried over to the following leave year. You can obtain your pro rata holiday entitlement and book annual leave through HR Organiser.

10. Employment policies and regulations

Appointments are subject to the Charter, Statutes and Ordinances of the University, including Ordinance 41, where applicable. Your employment will also be governed by certain other 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 Unions² 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. Notice period

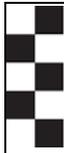
Employment may be terminated by the employee by submitting a written resignation to their Head of Department or their nominee.

The period of notice for an employee on a fixed term contract greater than 6 months is at least three months, which must include one full academic term. Employment may be terminated by the University in writing by giving three calendar months' notice or by pay in lieu of notice. Senior office holders of the University, including Heads of Department/School, are required to give six months' notice unless otherwise agreed in writing.

The period of notice for an employee on a fixed term contract of 6 months or less is one month. Employment may be terminated by the University in writing by giving one calendar months' notice or by pay in lieu of notice.

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.

² Further details can be found in the University's recognition agreement available from People & Culture.



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.

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 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.

17. Disciplinary procedure

The procedure to be followed in relation to discipline and dismissal is detailed in the formal disciplinary procedures 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. The procedures are set out in Ordinance 41, which is available on the University's website.



19. Grievance procedure

To raise a grievance relating to your employment, you should, in the first instance, raise the matter with your Head of Department or their nominee. If you are unhappy with any decision made by your Head of Department or their nominee then you should follow the formal grievance procedure. The procedures are set out in the formal grievance procedure which is available on the University's 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 Vice-Chancellor or their nominee. 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. 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.

23. Severability

Should any clause of the contract be held void or unenforceable then the remaining parts of the agreement shall remain in full force.

24. 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.

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)