

## STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT

**THE EMPLOYER :** University of Manchester (hereinafter referred to as "the University")

**THE EMPLOYEE :**

**DATE OF ISSUE :**

**JOB TITLE:**

Teaching Assistant

### 1. Date of Commencement

1.1 Your employment will commence on xxxxx. Your employment will be for a fixed period due to the current need to assist academic staff in the delivery of quality education to undergraduate students for this period. Your employment will, subject to paragraphs 17 and 19, terminate on xxxxxx

1.2 Your period of continuous employment will begin on xxxxxx.

1.3 No employment with a previous employer counts as part of your period of continuous employment with the University, save in respect of any statutory entitlement to aggregated service for the purposes of redundancy.

### 2. Duties

2.1 You will be employed as a Teaching Assistant in the School of xxxx within the Faculty of xxxxx. Your duties are set out in the job description which may from time to time be amended by the University. In addition you will be required to perform such duties consistent with your position as may from time to time be assigned to you.

2.2 You may be required in pursuance of your duties to perform services not only for the University but also for any Subsidiary.

2.3 You are expected to work flexibly and efficiently, to maintain the highest professional standards and to promote and implement the policies of the University.

2.4 You will be expected to comply with any rules and regulations which the University may from time to time issue to ensure the efficient operation of its business and the welfare and interests of its employees and students.

### 3. Working Hours.

3.1 The precise days and time at which you will work will relate to the course unit or course units on which you will be required to contribute. Further hours maybe allocated to you during the course of the academic year.

3.2 The University reserves the right to change the day or time of or to discontinue any course or courses upon which you contribute during the course of the academic year.

3.3 If the University decides to postpone, close or discontinue a course as set out in Clause 3.2 above, the University will, where possible, give you advance notice of such cancellation, discontinuation or suspension and, where appropriate, endeavour to find a mutually acceptable date and time for the class concerned and, otherwise, will seek to provide you with a minimum of two weeks' written notice at any other time.

3.4 Your employment is covered by the Working Time Regulations 1998. You are required to notify your manager whenever your total hours of work exceed or are expected to exceed the 48 hour weekly limit in any week. This notification includes any other employment you may have, either within or outside the University which may affect your total working hours.

### 4. Salary

4.1 The basic rate of pay will be £ xxxxxx per hour for each of the contracted teaching hours on which you work.

4.2 A monthly timesheet (appendix one) must be completed and signed by an authorised signatory in your discipline/ school.

4.3 Should the University decide to postpone a course pursuant to Clause 3.3 above, you will have no entitlement to payment for the duration of the postponement of the course.

4.4 The rates of pay will be reviewed annually with reference to the pay awards for the University.

4.5 You will be paid monthly in arrears by direct bank transfer, building society or Giro account on the penultimate working day of the month.

4.6 Payment of salary is subject to you signing your contract and completing all relevant enclosures before the date stated on your initial contract cover letter. It is also subject to you submitting an authorised timesheet as set out in paragraph 4.2.

4.7 If you are registered as a student at the University, you will not be entitled to any fee remission as a consequence of being employed as a Teaching Assistant.

## 5. **Holiday**

5.1 The paid leave entitlement for a Teaching Assistant amounts to 29 days holiday pro rata a year, the leave year being the period from 1 October to 30 September. Leave is accrued at the rate of one hour for every 5.35 hours worked.

5.3 Pro rata allowances for special leave will apply based on a full-time allowance of one week a year. For these purposes a full-time working week will be regarded as 35 hours.

5.4 You may sometimes be required in exceptional circumstances to work on the statutory Bank Holidays (other than those at Christmas, New Year and Easter), in which case you will be given reasonable notice and time off in lieu.

## 6. **Place of Work**

6.1 Your principal place of work will initially be the University's premises in the Faculty of xxxxxx. However, subject to the University's redeployment policy you may be required to work on either a temporary or an indefinite basis at any premises which the University currently has or may subsequently acquire or at any premises at which it may from time to time provide services.

6.2 You will not be required to work outside the UK.

## 7. **Expenses**

7.1 Expenses which you incur in the proper performance of your duties will be reimbursed by the University providing that they have been approved in advance by your line manager in accordance with University policies.

## 8. **Pension**

8.1 You may elect to join the University Superannuation Scheme (USS). Full details are in the 'Guide for USS members'. Your membership of USS will be subject to the rules of the scheme as amended from time to time.

8.2 If you choose to join USS pension contributions are automatically deducted from your earnings and tax relief is provided at source on your contributions. There is a contracting out certificate in force in respect of USS. USS is contracted out of the State Second Pension (S2P) because it provides at least broadly equivalent benefits to S2P. As a result of being contracted out of S2P, you pay reduced national insurance contributions (NICs).

8.3 If you do not choose to join the scheme, after 3 months we must assess you under auto-enrolment legislation, and if you are an Eligible Jobholder, we will be required to enrol you into USS.

## 9. **Deductions**

9.1 For the purposes of the Employment Rights Act 1996, you hereby authorise the University to deduct from your salary (which may include holiday pay, one-off payments and pay in lieu of notice) any sums due to the University, including overpayments, loans or advances made to you by the University. You will be consulted before any deductions are made.

## 10. **Sickness**

10.1 If you are absent from work due to sickness or injury, no payment will be made unless you qualify for statutory sick pay.

10.2 In the event of short-term absence due to illness you should attempt to arrange for a suitably qualified colleague to undertake your duties on an exchange or swap basis subject to obtaining verbal approval of your Discipline Head in order that contractual hours of work can still be fulfilled and, in these circumstances, the absence will not be treated as a period of sickness absence.

10.3 The payment of sick pay is subject to your compliance with the University's procedures for the notification and verification of sickness absence, which are set out in the Sickness Policy.

11. **Medical Assessments**

11.1 You are required to undergo medical referrals and examinations at any time as deemed appropriate by the University for the purpose of assessing your fitness to perform your duties and you agree that any information relevant to your employment may be disclosed to and discussed with the University.

12. **Exclusivity of Service**

12.1 As an employee you are required to fully devote your time, attention and abilities to your duties during your working hours and to act in the best interests of the University at all times. You must notify the University of any employment or engagement which you intend to undertake whilst in the employment of the University (including any such employment or engagement which commenced before your employment under this contract). You must not, without the written consent of the Head of School, which consent will not be unreasonably withheld, undertake any employment or engagement which might in the reasonable opinion of the University interfere or conflict with the performance of your duties or with the interest of the University.

13. **Confidentiality**

13.1 You will not either during your employment (except in the proper performance of your duties), or at any time after its termination, use for your own purposes (or for any purposes other than those of the University) or divulge to any person, corporation, company or other organisation whatsoever any confidential information belonging to the University or to any Subsidiary or relating to its or their affairs or dealings which may come to your knowledge during your employment. This restriction will cease to apply to any information or knowledge which may come into the public domain after the termination of your employment, other than as a result of unauthorised disclosure by you or by any third party.

13.2 Notwithstanding the above, the University affirms that academic staff have freedom within the law to question and test received wisdom relating to academic matters, and to put forward new ideas and controversial or unpopular opinions about academic matters without placing themselves in jeopardy or losing the jobs and privileges they have at the University.

13.3 All records, documents and other papers (together with any copies or extracts thereof) made or acquired by you in the course of your employment will be the

property of the University and must be returned to it on the termination of your employment.

14. **Copyright**

14.1 Subject to clauses 13.2 and 13.3 above, the copyright in all records and documents made by you in the course of your employment will at all times belong to and remain the absolute property of the University.

14.2 For the avoidance of doubt, the copyright in course materials produced by you for the purposes of a course run by the University will belong to the University. However, personal lecture notes made by you in the course of your employment shall be exempt from copyright restrictions with regard to your personal use.

14.3 The copyright in any work or design compiled, edited or otherwise brought into existence by you as a scholarly work for the purposes of furthering your professional career will belong to you; 'scholarly work' includes items such as books, contributions to books, articles and conference papers, and will be construed in the light of the common understanding of the phrase in further and higher education.

15. **Grievance**

15.1 If you have any grievance relating to your employment with the University, you should refer the matter in writing to your line manager. If the grievance relates to your Line Manager you should raise the matter with the Head of the Organisational Unit. Any grievance so referred will be dealt with in accordance with the University's grievance procedure, details of which are available from the Directorate of Human Resources. The procedure may be varied by the University from time to time.

16. **Disciplinary Procedure**

16.1 The University expects and will enforce high standards of performance and conduct from its employees. Details of its disciplinary procedure will be supplied to you. The procedure may be varied by the University from time to time.

16.2 If you are dissatisfied with any disciplinary decision taken in relation to you, you may refer the matter in writing to the Director of Human Resources, within 10 working days..

17. **Probationary Period**
- 17.1 The first three months of your employment will be a probationary period, during which your suitability for the position to which you have been appointed will be assessed. The University's Disciplinary Procedure will not apply to you during your probationary period.
- 17.2 The University reserves the right to extend your probationary period if, in its opinion, circumstances so require. During your probationary period, your employment may be terminated either by you or by the University on giving one week's written notice.
18. **Requirement for Teaching Qualifications**
- 18.1 The University will review with you, either prior to commencement of employment or shortly thereafter, any qualifications or quality standards (including examination standards and procedures) required for the post that you are to fill, and will provide such assistance as it deems reasonable to enable you, if required, to secure requisite qualifications. In the event that you fail to secure requisite qualifications the University may have no alternative but to terminate your employment, and to this end the University reserves the right, in such circumstances, to terminate your employment by giving, in writing, whichever is the greater of either, one month's notice or one week's notice for each year of service, up to a maximum of twelve weeks' notice.
19. **Termination of Employment**
- 19.1 Your employment is for a fixed period and will automatically terminate on 26 January 2014 unless terminated earlier in accordance with the provisions of this agreement or extended by mutual agreement.
- 19.2 You may terminate your employment at any time by giving the University not less than one months notice in writing.
- Subject to Clause 17.1 and 18.4 and after the completion of any probationary period, the University may terminate your employment by giving you in writing one months' notice.
- 19.3 The University may terminate your employment without notice if you are guilty of gross misconduct, gross negligence or gross incompetence.
- 19.4 During any period of notice of termination not exceeding one month's (whether given by you or the University) the University shall be under no obligation to assign any duties to you and shall be entitled to exclude you from its premises, although this will not affect your right to receive your normal salary and other contractual benefits.
20. **Prior and subsequent agreements**
- 20.1 This Contract of Employment and any documents expressly incorporated herein constitute the entire terms and conditions of your employment. They cancel and are in substitution for any previous letters of appointment or contracts of employment and all other agreements and arrangements (whether express, implied or deriving from any collective agreement) relating to your employment by the University.
- 20.2 The University recognises the UCU for collective bargaining purposes and the following collective agreements directly affect your terms and conditions of employment: The Supplementary Agreement to the Agreement ("Final Agreement") for the implementation of the JNCHES Framework Agreement for the modernisation of pay structures at the University of Manchester.
- 20.3 Any changes in the terms and conditions of employment applicable to staff appointed by the University on the terms and conditions set out herein which may be agreed in writing after the date of this Contract between the University and any trade union recognised by the University in respect of such staff shall be incorporated automatically into your Contract of Employment.
- 20.4 Any written agreements relating to the terms and conditions of staff appointed on the terms and conditions set out herein which are reached after the date of this Contract between any national employers' body of which the University is at the relevant time a member and any trade unions recognised by that body in respect of such staff will not affect your Contract of Employment unless they are adopted by the University but will, if so adopted, be binding on you.
21. **Data**
- 21.1 The University will from time to time wish to process information about you for reasons relating to your employment by the University. You hereby explicitly consent to the University collecting, holding and otherwise processing personal data (including "sensitive personal data" as defined in the Data Protection Act 1998) relating to you. The University will process such data only for legitimate reasons.

22. **Interpretation**

22.1 In this contract "Subsidiary" means any company, association, society or other entity directly or indirectly controlled by the University, for which purpose "control" means either ownership of more than 50% of the voting share capital (or equivalent right of ownership) of such company association, society or other entity or power to direct its policies and management whether by contract, statute or otherwise.

23. **Jurisdiction**

23.1 This Agreement will be governed by and interpreted in accordance with the law of England and Wales.

Signed on behalf of The University of Manchester

Signed  Date xxxxxx

Name (print) Catherine Appleton

Job Title Employment Services Officer

I hereby acknowledge that I have received and agree to the terms and conditions set out above. I have retained one copy.

I consent to you processing personal data (including sensitive data) as set out in the paragraph headed 'Data Protection', above, and to you making any necessary deductions from salary as set out in the paragraph headed 'deductions' above.

Signed .....Date.....

Name of Employee .....