University of Newcastle upon Tyne

Conditions of Service (R&I) for Research Assistants/Research Associates/ Clinical Research Associates/Senior Research Associates/Principal Research Associates/Readers

1. These terms and conditions of employment should be read in conjunction with your appointment letter and any subsequent correspondence or documentation from the University Human Resources Section. Any changes to the terms and conditions of employment which are agreed with the recognised trade union are automatically incorporated into the contract of employment. Changes to the terms of the appointment may be confirmed in writing only by Human Resources.

2. The appointment will be a whole time one, unless otherwise specified in the letter of appointment, and is terminable by giving appropriate notice using the Leaver’s Form which can be found at http://www.ncl.ac.uk/hr/policy/leaving/index.php. Where the period of continuous service is less than two years at the date of termination, one month’s notice is required from either side; if continuous service is two years or more, three months’ notice is required from either side. It is subject to the Statutes, Policies and Procedures of the University as amended from time to time.

3. It is subject to confirmation after a probationary period of one year (except for Readers where the probationary period is two years) during which suitable time will be allowed for continuing professional development. At the discretion of the University the period of Probation may be extended to a maximum of three years. Within this period newly appointed Academic staff are required to successfully complete the Newcastle Teaching Award (for Clinical Lecturers/Senior Lecturers the Masters in Clinical Education may be considered the appropriate course). Experienced staff may ask that consideration be given to alternative qualifications and/or previous experience and may apply for accreditation of that prior experience and learning. The Programme Director will assess the application and recommend to the Head of Academic Unit whether or not exemption should be considered. Participation in the course, and performance on it, will be taken into account in considering confirmation of the appointment. Appointments will not normally be confirmed in the absence of successful completion or successful application for exemption. Experienced academic staff who have successfully completed a period of probation at another UK Institution will not normally be required to undergo probation unless the appointing committee so specify, however it may be deemed beneficial to undergo a period of professional development. Further information on the University’s probation policy and procedures can be found on the Human Resources web pages.

4. The initial salary will be at a suitable point on the pay scale according to the qualifications and experience of the successful candidate. Salaries are paid monthly in arrears, on the last bank working day of the month.

5. The member of staff will be enrolled into the Universities’ Superannuation Scheme (USS), subject to certain exceptions, with effect from the commencement of their employment.
Note: For information about pension arrangements please refer to the document ‘A Summary of the Universities Superannuation Scheme’.

6. The member of staff shall not retain or accept any other employment or appointment which involves substantial calls upon his/her time or energies without the agreement of his/her Head of Unit and the Faculty Pro-Vice-Chancellor where appropriate.

7. The member of staff will promote the study of his/her subject by research and innovation and will assume such duties and responsibilities as may be assigned to him/her by the Head of his/her Unit or in accordance with any scheme for the administration of the Unit that may be approved by Senate and Council. Any member of the academic staff may be required to assume such responsibility for the administration of his/her Unit as may be required of him/her by Council in accordance with arrangements approved from time to time by Council.

8. Because of the nature of the work, the University does not specify any terms or conditions relating to hours of work, within the meaning of the Employment Rights Act 1996. Working time is regarded as undefined and staff are expected to manage their own time to achieve the objectives of their position, based on a normal expectation of a 37 hour week at Grade F, and 40 hour week at Grades G and above, where the parameters of the working week are determined locally to meet the requirements of the position. No member of staff will be expected to work more than 48 hours in any week, and working hours at or near this level should be regarded as exceptional.

For the purpose of calculating part-time pay, 37 hours per week is the denominator at Grade F, and 40 hours per week is the denominator at Grades G – I.

9. The University leave year is the 1st October - 30th September inclusive. Annual leave during which full salary is payable and which is not cumulative is 30 working days in any one year (or pro-rata in the case of appointments tenable for less than a year and for part-time appointments). Annual leave will normally be taken during University vacations. All periods of annual leave will be agreed with the Head of Unit, who will only withhold permission where the period of leave would conflict with essential operating requirements of the Unit. In addition to the normal public holidays there are a further four days leave each year, the timing of these additional days to be at the University’s sole discretion. It is expected however that these days will fall during the Christmas/New Year period. Public holidays and University fixed days will be applied pro rata to staff working on a part-time basis. The University will not normally make payment in lieu of holiday either during or on the termination of an appointment and annual leave must therefore be taken prior to the termination of the appointment.

The maximum number of days carried forward from one holiday year to the next will be limited to 5 days to be taken by 31 December in the new holiday year. This includes holiday accrued whilst on sick leave. Provision will be made for the following exceptional circumstances:

a. Accrued holiday untaken due to operational need (as agreed with the manager).

b. Holiday accrued, by prior agreement with the manager, for exceptional holiday arrangements eg round the world trip.
c. Where sickness absence has prevented the member of staff from taking at least 28 days holiday (including public holidays and closure days) the balance may be carried forward and should be taken immediately on return to work either as part of a phased return to work or at a time to be agreed by your manager.

d. In circumstances where a member of staff returns to work after long term sickness absence prior to the end of the holiday year e.g. a return to work in August and has not taken or still has a large proportion of statutory holiday entitlement for that holiday year outstanding, they must, if requested to do so, take their statutory holiday before the end of the holiday year.

10. The University has an Occupational Sick Pay Scheme outlined in the Effective Management of Sickness Absence Procedure [http://www.ncl.ac.uk/hr/leave/sickness.php](http://www.ncl.ac.uk/hr/leave/sickness.php). Any payment of occupational sick pay is subject to timely and accurate reporting of absence. Failure to comply with the procedure could result in pay being withheld. Staff may be required to attend Occupational Health at the request of management.

11. The member of staff shall not, in connection with any invention, patent or process of manufacture, have authority to make representations on behalf of the University or to enter into any contract in the like behalf or to be concerned in the like behalf in any transactions whatsoever relating thereto without the express consent of the University.

12. The University is subject to the provisions of the Data Protection Act. As a member of staff you are required to comply with the Act and follow the University Data Protection Policy in relation to any personal data to which you may have access during your employment with the University.

13. The member of staff has the following rights with regard to Trade Union membership:

   a. the right to be a member of such trade union as he/she may choose;

   b. where he/she is a member of a trade union, the right, at any appropriate time, to take part in the activities of the trade union (including any activities as, or with a view to becoming, an official of the trade union) and the right to seek or accept appointment or election, and (if appointed or elected) to hold office as such an official.

14. The Newcastle Branch of the University and College Union is recognised by the University as the sole bargaining agent for employees on academic and related grades who are eligible for membership of the Branch and who are employed by the University up to the top of the agreed pay spine.

15. The University does not operate a fixed retirement age for its employees. Retirement plans should be discussed in the context of the regular Performance Development Reviews but employment will normally terminate after the appropriate notice has been given by the employee. Further information and guidance on pensions and the possible options around retirement is available on the Human Resources web pages or from the Payroll Section (Finance) or Human Resources Section.

16. In the event of a grievance the member of staff should in the first instance seek redress with the person to whom he/she is immediately responsible; should the matter not be
satisfactorily resolved the formal grievance procedure may be found on the Human Resources web pages.

17. The disciplinary procedure may be found on the Human Resources web pages.

18. The conditions of service and general information that have been drawn up are in accord with the requirements of employment legislation.

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<tr>
<th>Effective Date</th>
<th>October 2012</th>
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<tr>
<td>Approval</td>
<td>June 2012</td>
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<tr>
<td>Policy/Procedure Owner</td>
<td>Garry Coupland</td>
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<td>Last Reviewed</td>
<td>26 July 2016</td>
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<td>To update sickness absence</td>
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<td>29 March 2016</td>
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<td>Amended to remove the reference to contracting out and the Appendix about pension arrangements.</td>
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<td>February 2013</td>
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