University of Newcastle upon Tyne

Conditions of Service for Hourly Paid Teaching Staff

1. Unless otherwise stated in your contract of employment, your appointment will be terminable by not less than one months' notice being given in writing by the University or by the member of staff completing a Leaver’s Form which can be found at http://www.ncl.ac.uk/hr/policy/leaving/index.php.

2. Salaries are paid monthly in arrears on the last bank working day of the month.

3. 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 E & 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 required to work in excess of 48 hours per week.

4. The University leave year is the 1st October - 30th September inclusive. Annual leave inclusive of bank holidays will be calculated and payable at a rate of 12.07% of your hourly rate. You will be expected to take your paid holiday either during the vacation periods or on days when you are not required to teach. Your total payment detailed in your contract letter shall be increased to reflect paid holiday entitlement and will be specified clearly.

5. Your Head of School/Service must be notified as soon as possible of any absence from work for whatever reason and given an estimate of its likely duration.

6. 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 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.

7. The University’s maternity provisions can be found on the Human Resources web pages, or may be obtained from the Human Resources Section.

8. Unless otherwise agreed by or on behalf of the Council of the University, you must make clear to any outside body to whom you may give advice or offer an opinion that you do so in a personal capacity and not as a servant or agent of the University.

9. The University is subject to the provisions of the Data Protection Acts 1984 and 1998. As a member of staff you are required to observe the provisions of the Acts in respect of registrable data you may hold now or at any time during your employment with the University.
10. The University is subject to the Copyright, Design and Patents Act, 1988. Details of how this affects individual members of staff are available from your Head of School. You should be aware that contravening the copyright provisions of the Act would render both you and the University liable to criminal prosecution. It is therefore imperative that any copying of materials under copyright is undertaken within the terms of the agreement between the Copyright Licensing Agency and the University.

11. You 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. Subject only to any existing third party copyright, in material incorporated into Teaching Materials, the copyright and design rights in all Teaching Materials belongs to the University. The University respects the moral rights of its employees including the right to be identified as author of the Teaching Materials and will ensure that the author's contribution to the work is credited where appropriate. The University recommends that, as a matter of good practice, all Teaching Materials should carry a standard copyright and authorship statement as follows © University of Newcastle upon Tyne 2001, J A Smith, Author

12. The disciplinary procedures may be found on the Human Resources web pages.

13. In the event of a grievance you should in the first instance seek redress with the person to whom you are immediately responsible; should the matter not be satisfactorily resolved the formal grievance procedure may be found on the Human Resources web pages.

14. The member of staff will normally be eligible, subject to certain exceptions, immediately on starting his/her employment, to join the Universities' Superannuation Scheme (USS).

Note: For information about pension arrangements please refer to the document ‘A Summary of the Universities Superannuation Scheme’.

15. 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.

16. The University does not operate a fixed retirement age for its employees. Retirement plans should be discussed with the manager and 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 & Pensions Section or Human Resources Section.
17. These terms and conditions of employment should be read in conjunction with your appointment letter and subsequent correspondence or documentation forwarded to you by the University.

18. Any changes to the terms and conditions of employment which are agreed with the recognised trade union will automatically be incorporated into your contract of employment. An up to date version of the agreed terms and conditions of employment is always available on the Human Resources web pages. The terms of this appointment may otherwise be varied only by a formal communication from or on behalf of the office of the Registrar.

19. The University is subject to the provisions of GDPR. As a member of staff you are required to comply with the Act and follow the University HR privacy notice in relation to any personal data to which you may have access during your employment with the University.

20. The terms and conditions of service and general information that have been drawn up are in accord with the requirements of the Employment Rights Act 1996.

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<tr>
<th>Effective Date</th>
<th>February 2011</th>
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<tr>
<td>Approval</td>
<td>January 2011</td>
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<tr>
<td>Policy/Procedure Owner</td>
<td>Garry Coupland</td>
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<tr>
<td>Last Reviewed</td>
<td>05 June 2018 – To update with GDPR and HR Privacy Notice</td>
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<td>26 July 2016 - To update sickness absence</td>
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<td>29 March 2016 - Amended to remove the reference to contracting out, and the Appendix about pension arrangements.</td>
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<td>April 2013</td>
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