University of Newcastle upon Tyne

Conditions of Service for KTP Staff

1. The appointment is a full-time one unless otherwise stated in the letter of appointment and will be for the period stated in the letter of appointment. Salaries are payable monthly in arrears on the last bank working day of the month.

2. All new appointments are subject to a twelve month probationary period.

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, where the parameters of the working week are determined locally by the host company. No member of staff will be required to work in excess of 48 hours per week.

4. Annual Leave entitlement will be in line with the policies of the host company, whose procedures for taking leave will apply. 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.

5. 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.

6. 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’.

7. 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.

8. Should there be any question of an appointment to an established post at a later date it must be understood that the salary offered would be related to the salaries of other established staff.
9. The person appointed 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.

10. The person appointed shall not retain or accept any other employment or appointment which involves substantial calls upon his/her time or energies without the agreement or his/her Head of School and the Vice-Chancellor.

11. The person appointed 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.

12. In the event of a grievance the Associate should in the first instance seek redress with the person to whom he/she is immediately responsible, within the host company. If the matter is not resolved, the matter should be taken up with the academic supervisor. Further information on grievance and disciplinary procedures is available from the Human Resources web pages.

13. The terms of this appointment may be varied only by a formal letter from the Human Resources Section.

14. In the terms of an agreement between the Council of the University of Newcastle upon Tyne and the Newcastle Local Association of the Association of University Teachers the Association is the sole bargaining agent.

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

16. The appointment 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](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.

17. 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](http://www.ncl.ac.uk/hr/policy/privacy.php) in relation to any personal data to which you may have access during your employment with the University.
<table>
<thead>
<tr>
<th>Effective Date</th>
<th>15 July 2011</th>
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<tbody>
<tr>
<td>Approval</td>
<td>15 July 2011</td>
</tr>
<tr>
<td>Policy/Procedure Owner</td>
<td>Garry Coupland</td>
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| Last Reviewed       | 05 June 2018 – To update GDPR and HR Privacy Notice  
                      | 26 July 2016 - To update sickness absence  
                      | 29 March 2016 - Amended to remove the reference to contracting out and the Appendix about pension arrangements.  
                      | April 2013     |