## University of Newcastle upon Tyne

## Conditions of Service for Postgraduate Teaching Assistant

- 1. These terms and conditions of employment should be read in conjunction with your appointment letter. 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. Only People Services can make changes to the terms of the appointment.
- 2. You are employed as Postgraduate Teaching Assistant and by accepting this role, you confirm you are a student of Newcastle University. Your post is at grade E, point 25 on the University pay scale. There is no probationary period for this post.
- 3. The post is for a fixed term of [five/six years] normally starting on 1st October and the position can be terminated by the University by giving not less than three months' notice in writing or by the individual by completing a Leavers Form. It is subject to the Statutes, Policies and Procedures of the University as amended from time to time. At the end of your contract, you will not be eligible to be placed on the Redeployment Register.
- 4. The role is linked to your period of study and will terminate when you cease to be a student of Newcastle University.
- 5. If you should resign during the contract, discussions may take place separately regarding your PhD studies. You will have the same rights as other PhD students and as long as you are able to fulfil the requirements to engage with your studies and to cover the tuition fees, it should be possible for you to continue with the PhD programme.
- 6. Your place of work will normally be the main University campus or other University premises in or around Newcastle. The nature of your employment may require you to work at other locations from time to time. The University also reserves the right to require your PTA employment to transfer to some other Academic/Service Unit, but will not do so without prior consultation with you.
- 7. Salaries are paid monthly in arrears on the last bank working day of the month, directly into your bank or building society account. Any additional hours worked as a PTA will be paid at your standard rate of pay.
- 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 colleagues 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, where the parameters of the working week are determined locally to meet the requirements of the position. No colleague will be required to work in excess of 48 hours per week.
- 9. Actual days and times of work will be agreed with your line manager. The needs of the role may necessitate you working over your basic hours from time to time. You will be notified of any additional approved hours. Your working pattern may vary on a weekly basis to meet operational requirements. You will be provided with reasonable notice of your working pattern.
- 10. You will normally be eligible, subject to certain exceptions, immediately on starting employment, to join the Universities' Superannuation Scheme (USS). Note: For information about pension arrangements please refer to the People Services Web pages on Pensions.
- 11. 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 25 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.
- 12. 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:

- Accrued holiday untaken due to operational need (as agreed with the manager).
- Holiday accrued, by prior agreement with the manager, for exceptional holiday arrangements e.g. round the world trip.
- Where sickness absence has prevented taking at least 28 days holiday (including public holidays and closure days) the balance may be carried forward and 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.
- In circumstances where a colleague 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.
- 13. The University has an Occupational Sick Pay Scheme outlined in the Effective Management of Sickness Absence Procedure. 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. Colleagues may be required to attend Occupational Health at the request of management.
- 14. 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
- 15. The University is entitled to deduct from your salary or other payments due to you any money which you may owe to the University at any time. On leaving the University any outstanding monies due from you, in respect of overpayment of salary/expenses, staff development, training and research fees and/or exceeded holiday entitlements, will be deducted from your final salary payment.
- 16. The University is subject to the provisions of GDPR and you are required to comply with the Act and follow the University People Services Privacy Notice in relation to any personal data to which you may have access during your employment with the University.
- 17. You have the following rights with regard to Trade Union membership:
  - the right to be a member of such trade union as he/she/they may choose;
  - where he/she/they are 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.
- 18. The Newcastle Branch of the University and College Union is recognised by the University as the sole bargaining agent for colleagues 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.
- 19. Details of the University disciplinary and grievance policy can be found of the People Services intranet pages.
- 20. The conditions of service and general information that have been drawn up are in accord with the requirements of employment legislation.

Effective Date	April 2023
Approval	Jackie Scott, Executive Director of People Services
Policy/Procedure Owner	Kate Smith, Head of People Relations
Last Reviewed	Developed March 2023