

University of York

Statement of Main Terms and Conditions of Employment for Tutors

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| | University of York Heslington York YO10 5DD |
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This statement sets out the principal terms and conditions on which you are employed by the University of York and should be read in conjunction with your letter of appointment and any amendments which are notified to you.

1. Place of Work

The location of your appointment is stated in your letter of appointment. However, you may be required to work, if appropriate, at any of the University premises in Heslington or York, or temporarily elsewhere as necessary for the discharge of your duties. The University reserves the right to relocate its employees to any of its premises, or other locations where it provides a service, following appropriate consultation and notification.

You may be required to travel on University business, including outside of the United Kingdom. Unless stated in your letter of appointment, you will not be contractually obliged to work outside the United Kingdom for any period of more than one month.

2. Date of Continuous Employment

Your period of continuous service with the University commenced on the date stated in your letter of appointment.

3. Duties

The job title for your post is as stated in your letter of appointment.

You are required to undertake the duties as set out in the Job Description for your post. You may be required to undertake such teaching, examining, administrative or other duties as may reasonably be assigned by the Head of Department.

Following consultation, you may be redeployed to suitable alternative duties within the University, commensurate with your skills and experience, where this is in the interests of the efficiency of the University or in order to avoid redundancy.

4. Statement of responsibilities

During your employment you must:-

- carry out your duties diligently and to the best of your ability;
- comply with all lawful and reasonable instructions of the University;
- promote the interests and reputation of the University;
- act in good faith towards the University;
- take all possible care not to damage any of the University's property or equipment.

During your employment with the University you shall not be directly or indirectly employed, engaged, concerned or interested in any other business or undertaking without the prior written agreement of your line manager.

You confirm that by taking up employment with the University or performing your duties for the University you will not be in breach of any contract or any other binding obligation.

5. Probation

Your probation period is as stated in your letter of appointment.

The University may, subject to the University's published policy on probation, extend your probationary period. On the satisfactory completion of your probationary period your employment will be confirmed.

If during your probationary period the University is dissatisfied with your performance, your employment may be terminated by the University giving you not less than 1 month's notice.

6. Hours of Work

Your hours of work are 37 per week and your working pattern will be as agreed with your Line Manager. Where stated in your letter of appointment, you may be required to work evenings, weekends and/or bank holidays and/or closure days as part of your working pattern.

Salary payments will be based on an expected working week of 37 hours and you will not under normal circumstances be expected to work continued extra hours. There may, however, be occasions when you will be required to work additional hours to meet service demands.

If you have been appointed on a part-time or part-year basis, you will work the hours stated in your offer of appointment; days and times of working will be agreed with your Line Manager. Salary for part-time hours will be pro-rated accordingly.

These hours exclude time taken for breaks and/or lunch.

Additional Hours

Working of additional hours will usually be compensated by taking time off in accordance with the flexitime arrangements. If that is not possible your Head of Department or nominated Line Manager will arrange for you to take 'plain' time off in lieu; only where this is not appropriate will compensatory overtime payment be paid in accordance with section 7 below.

7. Pay and Grading Structure

Your grade and salary on appointment are as stated in your letter of appointment. Details of the pay scales and grades are available from Human Resources or at: -

<https://www.york.ac.uk/admin/hr/pay-and-grading/pay-scales/grades-1-8>

Increments within the scale are normally paid annually on the anniversary of your appointment until you reach the maximum point on your grade. The University reserves the right to withhold any incremental progression in accordance with the University's performance management or disciplinary procedures.

Your salary will be referred to as your 'notional salary' in accordance with the rules of the University's 'Rewards Extra' Benefits Scheme.

Frequency of Payment

Your annual salary will be paid in UK sterling as 12 monthly payments by direct credit transfer (BACS) to a UK bank account designated by you on the last working day of each calendar month, after any necessary deductions for income tax, national insurance and any other authorised deductions have been made. The pay date may differ in December due to Christmas and New Year holidays.

Additional Payments

Overtime

The standard full-time working week of 37 hours, or the full-time rostered hours for staff on multiple week rosters, must be worked before the provisions for overtime come into operation.

Overtime must be authorised by your Head of Department or nominated Line Manager. Overtime payments will normally be paid one month in arrears and will be calculated by reference to notional salary.

Unsocial Hours Enhancement

An enhancement will be paid for each hour worked between 12 midnight and 6.00am seven days a week.

This enhancement will not be paid on hours paid at an overtime premium.

Separate arrangements apply to bank holidays.

Variable Working Enhancement

An enhancement will be paid for working patterns that cover all 24 hours of the day as well as the full 7 days of the week within a maximum 15 week rotation.

This enhancement will not be paid on hours paid at an overtime premium.

Further details of the arrangements and rates for the above payments are available from Human Resources or at: -

<https://www.york.ac.uk/admin/hr/policies/pay-and-grading/public-holidays-overtime>

8. Pension

You are eligible to join the Universities Superannuation Scheme (USS), subject to the rules of the Scheme, which may be amended from time to time. On commencing employment, subject to scheme rules, you will be entered into USS automatically.

If you have previously retired from USS, you will not be able to rejoin. In these circumstances, you will be automatically enrolled into The People's Pension if you are over 21, under State Pension Age, and earning over the relevant threshold (see <https://www.york.ac.uk/pensions>). If you fall outside these criteria, you may still be able to apply to join (see Appendix 1 of your offer of appointment letter for further details). If you are automatically enrolled into either USS or The People's Pension, you will be sent further information after commencing your employment with the University.

The University reserves the right to alter the University's pension arrangements on giving reasonable notice of such a change.

Pensions Extra (USS)

If you meet the eligibility criteria of Pensions Extra (USS) as defined in the Rewards Extra Scheme Rules (see <https://www.york.ac.uk/admin/hr/browse/employee-benefits>) and unless you choose to opt out of Pensions Extra (USS), your annual salary will be reduced by the members' contribution rate and an equivalent amount will be paid by the University as an additional employer pension contribution into USS. If your contract is for two years or less you will not be entered into Pensions Extra automatically. A copy of the USS rules is available on USS' website (www.uss.co.uk).

If you are enrolled or apply to join The People's Pension, Pensions Extra is not available.

The Pensions Office can be contacted by e-mail: pensions@york.ac.uk or telephone: 01904 32 4782 or 01904 32 4805.

9. Rewards Extra - Salary Exchange Schemes

The University offers an integrated benefits package called 'Rewards Extra' (see <https://www.york.ac.uk/admin/hr/browse/employee-benefits>). This contains a range of salary exchange schemes. If you choose and are eligible to participate in any Rewards Extra Salary Exchange Schemes, as defined in the Rewards Extra Scheme Rules as amended from time to time, your annual salary will be reduced in accordance with the terms and conditions of each scheme.

Your Post Salary Exchange Pay is your annual salary less any reductions for your participation in any salary exchange schemes.

10. Deductions from Pay

Any deductions instructed by a court order or an order from an employment tribunal, such as an attachment of earnings order, will be deducted from your pay. Other deductions will be taken with your signed authorisation, e.g. Pension, Union Subscriptions, Car Parking Permit.

It is University policy to also recover the following from pay:-

- A deduction in the event of your having been overpaid in a previous pay period.
- A deduction in the event of your taking part in industrial action.
- A deduction of any advances or loans made to you by the University.
- A deduction in lieu of leave that has been overtaken at the point of termination of employment.
- A deduction for recovery of Occupational Maternity Pay in the event of failure to return to work for a minimum 3 month period.
- A deduction for any remaining payments due to the University in respect of any benefits under a Rewards Extra Salary Exchange or Voluntary Benefits Scheme, in accordance with the terms and conditions of that scheme.
- This is not an exhaustive list and there may be other deductions that can be taken.
- Where these sums are due to be taken on termination of your employment and your final pay is not sufficient to allow for the whole deduction to be taken, you will be required to repay the outstanding amount due within one calendar month of your employment termination date unless agreed otherwise.

11. Holiday Entitlement

If you work full-time, you are entitled to 38 days paid holiday in any one leave year (see Holiday Year below). This holiday entitlement includes:

- UK public holidays as follows:
 - Christmas Day
 - Boxing Day
 - New Year's Day
 - Good Friday
 - Easter Monday
 - May Day holiday

- Spring holiday
- August holiday
- 3 closure days which are taken between Christmas and New Year;
- 27 days to be taken by arrangement with your Head of Department or nominated Line Manager. The University reserves the right, following consultation with Trade Union representatives, to designate one day of this 27 day entitlement as an additional closure day.

If you work part-time or part-year on full-time hours, you will be entitled to holidays on a pro-rata basis.

Full salary is payable during holidays.

You must not take holiday unless you have obtained the prior approval of your Head of Department or nominated Line Manager.

Holiday Year

The standard holiday leave year is 1 August to 31 July.

If your employment commences part way through a holiday year, your entitlement to holiday (including public holidays) during that year will be calculated on a pro rata basis according to the number of calendar days left in the holiday year.

With the prior approval of your Head of Department or nominated Line Manager, you may take all or any part of your statutory holiday entitlement during a period of sick leave.

Unused Holiday at Leave Year End

You are expected to take your annual leave in the leave year in which it is accrued. By agreement with your Line Manager you may carry forward up to 5 days leave. Details of the arrangements for carrying forward leave are available at:
<https://www.york.ac.uk/admin/hr/browse/leave-and-absence/annual-leave>

Holiday not Taken on Termination of Employment

Employees leaving the University are expected to take any outstanding leave entitlement during their notice period. Where this is not possible due to the constraints of the service, by agreement with the line manager/Head of Department any outstanding holiday will be paid. Entitlement to payment on termination of employment will be for any days leave carried over from the previous leave year in accordance with the requirements above and any leave accrued but untaken up until the date of termination.

If you are dismissed for gross misconduct or you resign without giving appropriate notice in accordance with these terms and conditions such accrued but untaken holiday shall be based on your minimum statutory holiday entitlement

A deduction will be made from your salary equivalent to any holiday taken in excess of the accrued entitlement. If your final salary payment is insufficient to allow for the whole of any such deduction to be taken, you will be required to repay the outstanding amount due within one calendar month of the termination date of your employment.

Any holiday pay on leaving (whether owed to you or the University) will be based on your notional salary and subject to normal deductions.

The University reserves the right to require you to take all or part of your holiday entitlement during your notice period or on a particular day or days.

12. Sickness and Sick Pay

You are required to abide by the University's policies on sickness absence and pay, as amended from time to time.

Notification requirements

If you are unable to work because of ill health, you must notify your Head of Department or nominated Line Manager as soon as is practically possible and keep them advised throughout the duration of your absence.

Payment of sickness pay is subject to your complying with the University's notification and reporting procedures. Failure to comply with the notification requirements (including renewal of sickness notification) without good cause may result in the University withholding sick pay for each day for which notification is late and may be treated as a disciplinary matter.

Sick Pay Allowances

Subject to the requirements of this section, the University will pay sickness allowances as follows:

| Period of employment | Full Pay | Half Pay |
|-----------------------------|-----------------|-----------------|
| Months 1, 2 and 3 | 2 weeks | 2 weeks |
| Months 4 to 12 | 2 months | 2 months |
| Years 2 and 3 | 4 months | 2 months |
| Years 4 and 5 | 6 months | 4 months |
| Year 6 onwards | 8 months | 4 months |

Occupational sickness pay will be based on your notional salary. Statutory sickness pay will be calculated in accordance with statutory requirements.

Medical examination

It is a condition of your employment that you agree, on request, to undergo medical examination by a suitably qualified medical officer nominated by the University and to authorise the person responsible for such examination to prepare a medical report for disclosure to and discussion with the University.

Sickness and annual leave

If you fall ill before commencing a period of pre-booked annual leave you will be regarded as being on sick leave for the period for which you were not well enough to attend work, provided that this period is covered by a medical certificate.

Any sickness which occurs during a period of annual leave will count as annual leave unless supported by a medical certificate (satisfactory to the University) issued at the time of the illness which covers the duration of the illness or injury whilst on holiday.

Further details of the arrangements for sickness leave and payments are available from Human Resources or at:

<https://www.york.ac.uk/admin/hr/browse/leave-and-absence/sickness-absence>

Third party injury

Any payment of sickness allowance is subject to a refund to the University if and to the extent that you recover damages or compensation for loss of earnings from a third party.

13. Termination of Employment

Subject to satisfactory completion of your probationary period, the University may terminate your employment by giving notice dependent on your length of service as follows:

| | |
|----------------------------|---|
| Less than 5 years' service | 1 month's notice |
| 5 years service | 5 weeks' notice |
| More than 5 years' service | An additional weeks' notice for each year of service up to a maximum of 12 weeks after 12 years |

The University reserves the right to terminate your appointment without notice in cases of gross misconduct.

Notice Period

If you wish to terminate your employment with the University, you are required to give a minimum of 1 month's notice in writing to your Head of Department, irrespective of your length of service.

'Garden' Leave

There may be circumstances where it is in the interest of the University that, having resigned with notice, or having been given notice to terminate your contract, you will be required not to attend your place of work for all or part of the notice period.

In these circumstances your contract will continue in force until the end of the notice period and you will continue to receive full pay as normal. You will also remain bound by all the obligations and restrictions set out in your contract of employment, with the exception of your duty to attend your place of work. You must, within reason, remain available to be contacted by the University.

Under these circumstances you are not permitted to take up employment elsewhere during the notice period.

Fixed-term Contracts

If you are employed on a fixed-term contract, notice is hereby given that if the appointment has not been terminated by either party before the expiry date stated in your letter of appointment, your employment will come to an end on that date because of the expiry of your fixed-term contract.

14. Collective Agreements and Trade Union Membership

The unions that are recognised by the University for collective bargaining for the terms and conditions of employment for staff are UCU, UNISON and UNITE. You have the right to belong to any independent trade union of your choice.

Subject to the University mandating UCEA to collectively bargain at a national level on its behalf, your terms and conditions may also be directly affected by the national collective pay bargaining process as outlined below:

- National collective bargaining on the pay spine takes place between the Universities and Colleges Employers Association (UCEA) and nationally recognised unions, including those recognised locally (UCU, UNISON and UNITE).
- Local collective bargaining and consultation takes place at the Joint Negotiating and Consultative Committee and agreements reached in this forum may directly affect and change your terms and conditions of employment.

Details of these collective agreements are available from Human Resources.

15. Disciplinary Procedure

Your attention is drawn to the disciplinary procedure applicable to your employment, which is available from Human Resources or at:

<https://www.york.ac.uk/admin/hr/policies/hr-procedures/disciplinary/procedure>

16. Grievance Procedure

If you have a grievance or complaint about your employment, your attention is drawn to the grievance procedure applicable to your employment, which is available from Human Resources or at:

<https://www.york.ac.uk/admin/hr/policies/hr-procedures/grievance/procedure>

17. Intellectual Property

You are bound by the University regulations relating to intellectual property (Regulation 12 of the University Regulations) as amended from time to time

Intellectual Property Rights means patents, rights in Inventions, trademarks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software), database rights, rights in confidential information (including know-how and trade secrets), rights in goodwill or to sue for passing off, and other intellectual property rights, whether registered or unregistered and including applications (or rights to apply) for registration, and renewals or extensions of, such rights.

Invention means inventions, ideas, improvements, developments whether or not patentable and whether or not recorded in any medium.

You shall inform the University in writing and with full details of all Inventions and of all work embodying Intellectual Property Rights which may be of commercial value or significance made wholly or partially by you at any time during the course of your employment with the University (whether or not during working hours or using University premises or resources) and which are not wholly unconnected with your employment. Such details must be provided to the University in a timely manner after the creation of the Invention or work embodying Intellectual Property Rights.

You acknowledge that the University may require that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works be assigned to the University. You agree to promptly execute all documents and do all acts as may, in the opinion of the University, be necessary to give effect to any such assignment.

It is however the policy of the University to encourage such work and to ensure that, if possible, financial rewards be distributed to those responsible for the work.

Further details are available at:

<https://www.york.ac.uk/about/organisation/governance-documents/ordinances-regulations/regulation-12/>

18. Consultancy and Work for Outside Bodies

You are required to abide by the University policy on consultancy and other work for outside bodies available at:

<https://www.york.ac.uk/staff/research/governance/research-policies/policy-for-work-with-outside-bodies/>

19. Expenses

The University shall reimburse you in respect of all expenses reasonably incurred by you in the proper performance of your duties, subject to you providing such receipts or other appropriate evidence as the University may require.

20. University Property

Any property and any original or copy documents, software or data (however recorded and whether retained electronically or on paper or otherwise) in your possession belonging or relating to the University shall be returned to your Head of Department or nominated line manager at any time on request and in any event on the termination of the employment.

21. Acceptable Use of IT Equipment and Services

You are bound by regulations for the use of computing facilities (Regulation 11 of the University Regulations) as amended from time to time. The University reserves the right to monitor the use of its computing facilities. Misuse of computing facilities may constitute a disciplinary offence and be dealt with under the terms of the disciplinary procedure.

Further details are available at:

<https://www.york.ac.uk/about/organisation/governance/governance-documents/ordinances-and-regulations/regulation-11/>

22. Confidentiality and Personal Data

You will be bound by the provisions relating to confidential information and personal data set out in schedule 1 to this agreement.

23. Equality and Diversity

You are required to comply with the University's policies on equality and diversity available at:

<https://www.york.ac.uk/admin/hr/policies/equality-diversity/employment-policy>

24. Health and Safety

Employees are required to comply with the University's health, safety and welfare policies available at: <https://www.york.ac.uk/admin/hsas/>

25. Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions. No person other than you and the University shall have any rights under this Agreement, and this Agreement shall not be enforceable by any person other than you and the University.

26. Variation

Subject to the terms of the Employee Relations Agreement and Structure and without prejudice to any specific powers of variation contained in these terms and conditions, the University reserves the general right to make reasonable changes to these terms and conditions and any other agreed terms and conditions of employment on giving you reasonable notice of any such change including in respect of any changes to the law.

27. Miscellaneous

Your employment is subject to the University's Charter and Statutes, Ordinances and Regulations as amended from time to time, as they apply to the conduct of employees.

These terms and conditions together with any documents incorporated into these terms and conditions sets out the whole agreement between the parties with regard to its subject matter and supersedes any previous terms and conditions (whether verbal or written) made between the parties at any time.

Schedule 1

Confidentiality and Personal Data

Confidentiality

"**Confidential Information**" means:-

- (a) all information not in the public domain which relates to the business, finances, transactions, affairs, products, services, processes, equipment or activities of the University;
- (b) all information which is designated by the University as confidential;
- (c) all information which is generated by you and/or comes to your knowledge in the course of your employment and which, by reason of its character and/or the manner of it coming to your knowledge, is evidently confidential;
- (d) all Employment Inventions and Employment Intellectual Property Rights; and/or
- (e) all information which relates to the business, finances, transactions, affairs, products, processes, equipment or activities of any actual or potential associated partners or other persons which has been given to the University in confidence.

You are required to abide by the University's policies relating to data protection and information security, as amended from time to time. Further details are available at: - <https://www.york.ac.uk/about/departments/support-and-admin/information-services/information-policy/index/safe-use-of-information-on-devices/#tab-2>

Except in the proper performance of your duties (or as required by law), you will not, either during your employment or at any time after the termination of your employment, without the prior written approval of the University, use Confidential Information for your own benefit or for the benefit of any other person or organisation (other than the University) or directly or indirectly disclose Confidential Information to any person (other than an employee of the University who is permitted to have access to that Confidential Information).

During your employment you will:

- use your best endeavours to prevent the unauthorised publication or disclosure by third parties of any Confidential Information; and
- not make (otherwise than as is required as part of your employment with the University) any notes, memoranda, records, tape recordings, computer programs, photographs, plans, drawings or any other form of record (whether electronic or paper) relating to any matter within the scope of the operations of the University or concerning any of the dealings or affairs of the University.

The restrictions contained in this clause will not apply to any Confidential Information or other information which (i) (otherwise than through your default) becomes available to, or within the knowledge of, the public generally; (ii) which the University agrees you can disclose; or (iii) to information required to be disclosed for the purpose of making in good faith a protected disclosure within the meaning of Part IVA of the Employment Rights Act 1996, or to a relevant pay disclosure made in compliance with section 77 of the Equality Act 2010.

On the termination of your employment (or earlier if so requested) you will return to the University all reports, manuals, files, disks, records, accounts, documents or other material containing Confidential Information and/or relating to the University (whether or not containing Confidential Information), and any car, keys, swipe cards, laptops, mobiles or other electronic devices or any other property of or relating to the University. You further agree to delete or destroy any other copies (whether electronic or paper) of any documents containing Confidential Information and/or relating to the business of the University and not to retain any copies (in any format) of any such document.

Breach of confidentiality may constitute a disciplinary offence and be dealt with under the terms of the disciplinary procedure.

Personal Data

In relation to personal data the following definitions shall apply:

"Data Protection Legislation" means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which the University is subject.

"Data Controller", **"Personal Data"**, **"Sensitive Personal Data"**, **"Special Category Data"** and **"processing"** shall have the meaning set out in the Data Protection Act 1998 (DPA) and the General Data Protection Regulation (GDPR) and **"process"** and **"processed"** shall be construed accordingly;

"Special Category Data" shall mean Personal Data that reveals such categories of data as are listed in Article 9(1) of the GDPR¹.

You shall at all times during your employment with the University act in accordance with the Data Protection Legislation.

You agree to provide the University in its capacity as Data Controller with all Personal Data relating to you which is necessary or reasonably required for the proper performance of this agreement and in connection with your employment. This includes the performance of the University's responsibilities as your employer (e.g. the provision of your rewards package and/or pension scheme and maintaining records of attendance, health, discipline and grievances), the administration of the employment relationship (both during and after the engagement); the conduct of the University's business and/or functions and/or where such provision is required by law (the **"Authorised Purposes"**).

¹ GDPR Article 9.1

1. Processing of personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation **shall be prohibited**.

You agree to inform the relevant department and payroll department promptly of any change in your personal circumstances which will require the University to update its records.

In order to keep and maintain accurate records relating to your employment, it will be necessary for the University to record, hold and process Personal Data (including Sensitive Personal Data), relating to you held in manual and electronic form which is subject to the Data Protection Legislation. The University may disclose this data to third parties where this is necessary or reasonably required to achieve one or more of the Authorised Purposes.

Details of third parties we may share data with are included in the staff privacy notice at <https://www.york.ac.uk/records-management/dp/your-info/informationforstaff/>

In certain circumstances, it may be necessary to transfer such Personal Data (including Sensitive Personal Data/Special Category Data) outside the UK. The University shall take reasonable steps to ensure an adequate level of protection for all Personal Data (including Sensitive Personal Data/Special Category Data) transferred outside the UK.

Where it is necessary or reasonably required to achieve one or more of the Authorised Purposes, the University may process your Personal Data, including Sensitive Personal Data/Special Category Data (including without limitation any self-certification forms or medical certificates supplied to the University to explain your absence by reason of illness or injury, any records of sickness absence, any medical reports or health assessments, any details of any disabilities, any details of your trade union membership, any information relating to your gender, religious or other beliefs, race or ethnic origin and any information relating to any criminal convictions or any criminal charges secured or brought against you). In particular, this includes your line manager / supervisor having access to relevant Personal Data such as your home address, home/mobile telephone number, marital status record, emergency contact details and absence records.

Data will also be used in an anonymous format to provide statistics and management information that will enable the University to monitor the effectiveness of its policies and procedures. The University is also required to supply data to external bodies such as the Higher Education Statistical Agency (HESA) in an anonymous format, i.e. without disclosing your identity.

Further details are contained in the data protection notice available at:- <https://www.york.ac.uk/records-management/dp/your-info/informationforstaff/>

You must ensure that you are fully aware of the University's policies related to data protection and data security, including the University's:

- Records Management Policy
- Policy for the Safe Use of University Information on all devices

and you agree that you shall comply with the above policies and any other policy introduced by the University from time to time to comply with the Data Protection Legislation.