

# TC4/October 2012

### TERMS AND CONDITIONS OF APPOINTMENT (FIXED TERM - GRADE 7 AND ABOVE)

### **Probation/Review**

- 1.1 To assist your induction and integration into your role you will normally benefit from a probationary period, the details of which will be included in your appointment letter (where relevant). Having successfully achieved appropriate standards/objectives and following completion of all appropriate documentation as requested in your appointment letter i.e. health clearance, evidence of academic/professional qualifications, your appointment will be confirmed.
- 1.2 We operate a Performance and Development Review (PDR) scheme which you will fully participate in and benefit from. This is an opportunity to agree objectives and discuss your career development.

### **Salaries and Salary Scales**

- 2.1 For so long as the University Council operates a salary spine negotiated nationally through the Universities and Colleges Employers Association (UCEA), your salary will be changed in accordance with the provisions of the new agreement.
- 2.2 Your salary is paid in equal instalments on, or around the 28th of each month into a named bank or building society account. On-line pay slips are provided via employee self-service.
- 2.3 Should the need arise you will be required to repay the University from your salary any sums due to the University, including any overpayments or relocation payments made by the University, and in accepting these terms and conditions you agree to such deductions being made.

# **Working Hours and Location**

3.1 Fixed working hours are not specified and working time is that reasonably required to fulfil the duties of the appointment. You will normally be expected to attend at your place of work or such other place as required for the necessary performance of your duties during normal University working hours.

# **Exclusivity of Service**

4.1 The University encourages staff participation in outside activities which contribute to professional development by providing opportunities for interaction with industry, business, government or other institutions. The University facilitates such interaction by allowing staff substantial freedom in arranging their working lives. At the same time, this freedom is granted subject to the overriding principle that the primary professional commitment of a member of staff during their contract is to the University.

The "Rules Governing Outside Professional Activities" are available on the Human Resources website.

# **Copyright, Employee Inventions [and post termination restrictions]**

5.1 Inventions made by you whether patentable or non-patentable, are owned by the University if made in the course of your employment. Copyright materials written by you in the course of your employment are also owned by the University except where the University has agreed to waive its rights.

The Intellectual Property regulations are contained within the "University Rules" which are available on the Human Resources website.

#### Sickness absence

6.1 As an employee of Lancaster University you qualify and will benefit from the scheme outlined below:

Entitlement is based on the length of accrued service on the first day of absence:

<u>Full pay</u>	<u>Half pay</u>
one month	no entitlement
one month	one month
three months	three months
four months	four months
six months	six months
	one month one month three months four months

The Policy on the Management of Sickness Absence, which includes details of how to report sickness absence, is available on the Human Resources website.

### **Disciplinary, Grievance and Capability Procedures**

7.1 The University expects reasonable standards of performance and conduct. Copies of the relevant University Procedures are available on the Human Resources website.

### Maternity, Paternity, Adoption and Compassionate Leave Schemes

8.1 Details of the leave schemes covering maternity, paternity, adoption and compassionate leave are available on the Human Resources website.

#### **Trade Unions**

9.1 The University recognises the Universities and Colleges Union (UCU), UNITE and UNISON for the purpose of collective bargaining.

### **Health and Safety at Work**

10.1 A copy of the University's Health and Safety Policy is available on the Human Resources website. In addition, documentation specific to your area of work will be held by your line manager

# **Relocation Scheme**

11.1 The University has a relocation scheme to assist you where relocation is considered to be essential in that, without it, the travelling distance to the University would be unreasonably great. Details of the scheme are attached.

### **Computer User Agreement**

12.1 Your obligations as a computer user are contained within the "University Rules" which are available on the Human Resources website.

### **Confidential Information**

13.1 You shall not either during your employment (except in the performance of your duties) or at any time after its termination, use for your own purposes (or for any purposes other than those of the University) or divulge to any person or organisation any confidential information belonging to the University or to any subsidiary or relating to its or their affairs or dealings which may come to your knowledge during your employment. A policy on the disclosure of personal information is available on the Human Resources website.

#### **Termination and Retirement**

14.1 This appointment will terminate on the end date specified in your letter of appointment but may be terminated earlier by either party giving appropriate written notice. If you are employed as a Lecturer, Senior Lecturer, Reader or Professor, the notice period is six months (three months if termination is prior to confirmation of probation). For all other appointments, the notice period is three months (one month if termination is prior to confirmation of probation). The University may, for good cause, terminate the appointment without notice. The University reserves the right to make payment in lieu of notice.

#### **Prior and Subsequent Agreements**

- 15.1 These terms and conditions, together with those contained in your appointment letter, constitute the sole authoritative statement of the University's obligations to you as a member of its staff. No written or oral additions to, or subtractions from, these two documents have any validity insofar as your terms and conditions of appointment are concerned unless they are confirmed in writing by the Director of Human Resources or his/her nominated representative.
- 15.2 The terms and conditions of your appointment, as distinct from your duties, may be changed from time to time. Any general change in the above terms and conditions of appointment will be the subject of consultation with the recognised bargaining agent.
- 15.3 If the need arises due to changes in the organisation and work of the University and its constituent departments/colleges, the University reserves the right, after consultation with you (and your trade union representative should you so wish), to transfer you to any other appropriate post in the University in accordance with the University's redeployment procedure.
- 15.4 By accepting the appointment, you agree that your duties may from time to time be changed, either wholly or in part, after consultation with you.

For the purposes of this agreement, Head of Department is construed, where appropriate, to include Head of Section or Principal of College.