

ASSOCIATE STAFF TERMS OF EMPLOYMENT



November 2008
(updated August 2015)

1. Introduction

- 1.1 This document covers terms and conditions of employment for associate staff and should be read in conjunction with the portfolio of University employment policies and procedures (available on the Human Resources Website) and in particular, the *Associate Staff Employment Guidelines* and the *Code of Practice for Associate Tutors, Guest Speakers, and Visiting Academics involved in Teaching*.
- 1.2 The University values the contribution made by Associate Staff to its courses and programmes, and welcomes their participation in the life of the University.
- 1.3 Associate Staff are normally recruited to prepare, teach and assess on a regular basis (i.e. each semester or academic year). They provide a valuable service to the University by undertaking activities in order to cover e.g.: (i) vacant posts, (ii) staff absence on leave, (iii) specific short term requirements; (iv) specific specialist/ professional contributions/ input to academic programmes; (v) other specific short term needs, as set out in the criteria of appointment listed in the *Code of Practice for Associate Tutors, Guest Speakers and Visiting Academics involved in teaching*. Therefore, they enable the University to maintain, as far as possible and practicable, the continued quality of delivery in its teaching activities.
- 1.4 It is a key feature of such appointments that needs are identified and reviewed on a regular basis.

2. Specific Terms of the Associate Appointment

- 2.1 The University will comply with the employer pension duties in respect of the employee in accordance with part 1 of the Pensions Act 2008 and you will be automatically assessed for pensions purposes under auto enrolment. The appointment may be pensionable under the Universities Superannuation Scheme (USS) Ltd. Please refer to your Principal Statement or speak to the Pensions Office, for further information.
- 2.2 There are no Collective Agreements which directly affect the terms and conditions of this employment.
- 2.3 All Associate Staff will be titled Associate Tutor, which is reflective of the nature of the work to be undertaken by the Associate.

3. Notice Period

- 3.1 Where initial enrolments of students on the relevant course, module or activity are unsatisfactory, the appointment may be terminated by the University without notice during the first four weeks of the academic session or during the first two

weeks of any new classes scheduled to commence after the beginning of the academic session.

- 3.2 Where a class is temporarily suspended due to unforeseen circumstances, the University will try to arrange a mutually acceptable alternative time and place for the class but, failing that and if reasonable notice of suspension cannot be given, then payment for each such class shall be made for at least one week and not more than two weeks during the period that the class is suspended.
- 3.3 Thereafter the appointment may be terminated at any time before the expiry date by the Associate Staff or the University by giving one month's notice in writing. After four years' continuous service, statutory notice periods will apply.

4. Annual Leave

- 4.1 Associate Staff will receive a pro-rata annual holiday leave entitlement of 28 days which includes all Public Holidays. This leave entitlement will be automatically added by the payroll department to hours claimed (on the PAY003 form) and will be shown separately on your payslip. Annual leave entitlement is paid in this way at the time of each payment claim due to the fact that annual leave may not be taken on days when Associate Staff are scheduled to teach or undertake other duties for the University.
- 4.2 Annual leave will be pensionable, and is paid separately to the hourly rate to ensure that associate staff receive the appropriate holiday pay associated with the work they undertake. Associate Staff will not be entitled to elect otherwise under the Working Time Regulations 1998. Similarly, annual leave entitlement for one leave year cannot be accrued and carried over to subsequent leave years as it is paid automatically with the associate pay claims.
- 4.3 In respect of annual leave entitlement, Associate Staff annual leave is calculated by payroll as follows:

The current annual entitlement of 28 days which equates to $12.07\% \times$ annual salary or, alternatively $12.07\% \times$ hourly rate of pay.

5. Sick Pay

- 5.1 Associate Staff are entitled to sick leave with pay as specified in the Sickness Absence Policy (pro rata to hours or sessions contracted and length of continuous service) and to Statutory Sick Pay (SSP).
- 5.2 If already in other employment with the University, the Associate Staff member must not attend for part-time employment on any day of absence from the other employment owing to illness or injury. A breach of this condition may result in loss of sick pay from the other employment.

5.3 In order to qualify, Associate Staff must comply with the University sickness notification procedures. The appropriate Self Certification forms for 1–7 day absences and medical certificates for absences in excess of 7 days should be forwarded to the relevant HR Office without delay.

5.4 All sickness should be reported on the claim form, and will be recorded as stated in the Sickness Absence Policy.

5.5 Associate Staff shall, if required by the University, at any time during a period of incapacity or where there is concern about medical fitness for duty, submit to a review by the University’s Occupational Health Advisor.

6. Discipline and Grievance

The University Disciplinary Policy and the University Grievance Policy can be found on the HR website or from your HR Representative.

7. Continuous Service

Associate staff accrue continuous service as long as there is a regular pattern of work and no break in service longer than 9 months.

8. Patents

All appointments are subject to the University “Intellectual Property Code (including patents)” and any subsequent amendments. It is a condition of employment that all intellectual property rights (including copyright) or results arising from University work are automatically assigned to the University and the protection and exploitation of such intellectual property will be the sole responsibility of the University or its nominees or nominated assignee(s). This policy can be viewed on the university policies website.

9. Trade Union Recognition

The University recognises three Trade Unions: UCU (University and College Union), UNITE and UNISON.

10. Confidentiality

10.1 During the course of employment Associate Staff may have access to, gain knowledge of, or be entrusted with, information of a confidential nature. This may include organisational policy, scientific or medical test results, future plans of the University, research and development of new products including the nature, origin or composition of products (whether in production or in research stage) and manufacturing processes, information about the University community including its staff, students, clients, suppliers, manufacturers, medical practitioners etc. (past, present or potential) and the terms upon which they do business.

- 10.2 Associate Staff may also gain knowledge of or be entrusted with sensitive, personal or medical information concerning other members of staff or students.
- 10.3 Associate Staff must agree, at any time, during or after the end of their employment with the University, unless expressly authorised by the VP Human Resources, not to disclose to any person or make use of such confidential information as described above.
- 10.4 Disclosure or misuse of information by Associate Staff during the course of their employment will be treated as gross misconduct.
- 10.5 In some circumstances Associate Staff may additionally be required to sign a specific confidentiality Agreement.