**Part-time Hourly Paid Academic**



**STATEMENT OF PARTICULARS**

THE UNIVERSITY OF HUDDERSFIELD

1 THE EMPLOYER

1.1 The University of Huddersfield (hereafter referred to as 'the University').

2 DATE OF Statement of particulars

2.1 This Statement of Particulars is dated as per the date of the email you have received confirming your employment.

3 STATUS OF THIS STATEMENT OF PARTICULARS

3.1 This Statement of Particulars governs your employment by the University as a casual employee during each Assignment you are engaged on in accordance with clause 4 below. It will be supplemented by an Assignment Form, to be issued in respect of each Assignment you are engaged on in accordance with clause 4 below.

4 Assignment

4.1 It is entirely at the discretion of the University whether to offer you work and it is under no obligation to offer you work at any time. There is no obligation on you to accept an offer of work from the University.

4.2 Each offer of work from the University which you accept shall be treated as an entirely separate and severable engagement (hereafter referred to as an "Assignment").

4.3 The terms of this Statement of Particulars shall apply to each Assignment, along with the Assignment Form issued at the start of each Assignment.

4.4 There shall be no relationship between the parties after the end of one Assignment and before the start of any subsequent Assignment. You shall have no continuity of employment with the University between Assignments. However, as the hourly rate paid to you includes an element to reflect required preparation and marking, you are expected to undertake these which are associated with the teaching you have delivered. If you are engaged on more than one Assignment at any one time, then you will have continuity of employment during the term of such overlapping Assignments. By way of example, if you are engaged on an Assignment from 1 January to 1 March, and then a further Assignment from 1 February to 1 June, you will have continuous service from 1 January to 1 June and your employment will terminate on 1 June.

4.5 The fact that the University has offered you work, or offers you work more than once, shall not be regarded as establishing an entitlement to regular work or conferring continuity of employment between Assignments.

4.6 No service with the University or other employer prior to the date of this Statement of Particulars shall count towards your continuous service.

5 DUTIES AND HOURS OF WORK

5.1 During each Assignment you shall be employed as a Part Time Hourly Paid Academic at the University. Your duties can include teaching and other related duties including tutorial guidance, preparation and marking, including examinations. Where this is required it would normally be undertaken outside of the teaching dates notified to you on your Assignment.

5.2 Requirements for academic and other related duties will be identified by the Dean of School (or appropriate manager) and notified to you in an Assignment Form issued at the start of each Assignment. Any dispute over duties or hours, if not resolved in the first instance either between you and the appropriate manager or between you and your Dean of School, should be addressed through the Grievance Procedure.

6 INITIAL LOCATION

6.1 The location of the post in the first instance is the Queensgate campus. You may be required to work at any premises which the University currently has or may subsequently acquire.

6.2 In the performance of your duties you may be required to work and travel both throughout and outside the United Kingdom, subject to reimbursement of expenses in accordance with the University's current scheme of allowances. In requiring employees to work elsewhere the University will have regard to the health and to the domestic and family circumstances of individuals.

7 REMUNERATION

7.1 During each Assignment you will be paid at Grade 8. Full payment details can be found on your assignment. For each hour of scheduled academic teaching you will be paid at 2.5 times the hourly rate to allow for feedback, marking and preparation which you are obliged to undertake in relation to the teaching you provide within an academic year. This may be outside of the teaching dates listed on your Assignment. Work only involving second marking, attendance at examination boards or placement observation is paid at the basic hourly rate with no enhancement.

7.2 The basic hourly rate will increase, subject to satisfactory performance of duties, by incremental progression within that Grade on 1st August each year where an Assignment is in force, or on the start date of the first Assignment issued in the academic year, up to a maximum of the scale. This is on the provision that you have worked a minimum of 24 teaching weeks over the previous two academic years since the last incremental award. Eligibility for incremental progression will be on an individual basis and will be reflected in Assignments.

7.3 You will be paid by BACS transfer to your bank or building society account at calendar monthly intervals on the 21st of each month, in accordance with the payment cycle in place at the time of each Assignment. No payment is made in periods where you are not teaching and are not engaged on an Assignment.

7.4 The University will make any necessary deductions from your pay as required by law, and shall be entitled to deduct from your pay, or other payments due to you, any money which you may owe to the University at any time.

8 HOLIDAYS

8.1 Full time entitlement to annual leave is 30 days plus 10.5 Statutory and Bank Holiday days. You will receive 9.35 minutes of annual leave for each hour of teaching delivered and the value of this will be accrued during each Assignment. Payment for this accrued annual leave will be made in December, April and August. Annual leave will not accrue when you are not engaged on an Assignment.

8.2 The annual leave year commences on 1st September in each year.

9 SICKNESS

9.1 Subject to the provisions of the Sick Pay and Sick Leave Scheme, you are contractually entitled to time off with pay if you are absent from work due to illness or injury, during the course of any Assignment. You are not entitled to time off with pay when you are not engaged on an Assignment. Only service during the Assignment in which you are absent from work shall count towards continuous service for entitlement to sick pay. If you are engaged on more than one Assignment at any one time, then service during the term of such overlapping Assignments shall count towards continuous service for entitlement to sick pay. Full details of your entitlements are included in the University Staff Handbook, available from the Human Resources website.

10 MATERNITY

11.1 Information on your contractual and statutory entitlement during the course of any Assignment is available in the Staff Handbook which can be found on the Human Resources website. Only service during the relevant Assignment shall count towards continuous service for maternity entitlements. If you are engaged on more than one Assignment at any one time, then service during the term of such overlapping Assignments shall count towards continuous service for maternity benefits.

11 PENSION

11.1 You will participate in the Teachers' Pension Scheme during the course of an Assignment, subject to the terms and conditions of that scheme from time to time in force. The scheme is contracted out of the State Second Pension and a contracting out certificate is in force. If you already contribute to Teachers’ Pension Scheme through other full-time employment you are not eligible to make contributions from your earnings from this contract. You are not entitled to participate in the Teachers' Pension Scheme when you are not engaged on an Assignment.

12 DISCIPLINARY PROCEDURE

12.1 Details of the disciplinary rules and procedures are included in the Staff Handbook which can be found on the Human Resources website.

13 GRIEVANCE PROCEDURE

13.1 If you have a grievance relating to your employment you are entitled to make use of the Grievance Procedure which is explained in the Staff Handbook which can be found on the Human Resources website.

14TERMINATION OF EMPLOYMENT

14.1 If you no longer wish to be considered for casual work by the University you should inform Human Resources as soon as possible. Your name will then be removed from the pool of casual staff.

14.2 Your employment with the University shall automatically cease at the end of each Assignment on which you are engaged. If you are engaged on more than one Assignment at any one time, then your employment with the University shall automatically cease at the end of the last of such overlapping Assignments on which you are engaged. By way of example, if you are engaged on an Assignment from 1 January to 1 March, and then a further Assignment from 1 February to 1 June, you will have continuous service from 1 January to 1 June and your employment will terminate on 1 June.

14.3 The University may terminate your employment during the course of an Assignment without notice if it reasonably considers that you have committed any serious breach of the terms of this Statement of Particulars, any Assignments or committed any act of gross misconduct. The University may also remove your name from its pool of casual staff in such circumstances.

14.4 Save for the circumstances described in clause 15.3 above, the University may terminate your employment during the course of an Assignment by giving you two weeks notice in writing. You may terminate your employment by giving the University two weeks notice in writing.

15 CONFIDENTIAL INFORMATION

15.1 You shall not, except as authorised by the University or required by your other duties hereunder, use for your own benefit or gain or divulge to any persons, firm, company or other organisations whatsoever any confidential information belonging to the University or relating to its affairs or dealings which may come to your knowledge during your employment. This restriction shall cease to apply to any information or knowledge which may subsequently come into the public domain other than by way of unauthorised disclosure.

15.2 All confidential records, documents and other papers (together with any copies or extracts thereof) made or acquired by you in the course of your employment shall be the property of the University and must be returned to it on the termination of your employment.

15.3 Confidential information must be determined in relation to the individual employees according to their status, responsibilities and the nature of their duties. However it shall include all information which has been specifically designated as confidential by the University and any information which relates to the commercial and financial activities of the University, the unauthorised disclosure of which would embarrass, harm or prejudice the University. It does not extend to the information already in the public domain, unless such information arrived by unauthorised means.

15.4 Notwithstanding the above the University affirms that academic staff have freedom within the law to question and test received wisdom, and to put forward new ideas and controversial or unpopular opinions, without placing themselves in jeopardy of losing their jobs and privileges they have at the University.

16 COPYRIGHT

16.1 Subject to the following provisions, the University and you acknowledge sections 11 and 215 of the Copyright, Designs and Patents Act 1988.

16.2 All records, documents and other papers (including copies and summaries thereof) which pertain to the finance and administration of the University and which are made or acquired by you in the course of your employment shall be the property of the University. The copyright in all such original records, documents and papers shall at all times belong to the University.

16.3 The copyright in any work or design compiled, edited or otherwise brought into existence by you as a scholarly work produced in furtherance of your professional career shall belong to you; 'scholarly work' includes items such as books, contributions to books, articles and conference papers, and shall be construed in the light of the common understanding of the phrase in higher education.

16.4 The copyright in any material produced by you for your personal use and reference, including as an aid to teaching, shall belong to you.

16.5 However, the copyright in course materials produced by you in the course of your employment for the purposes of the curriculum of a course run by the University and produced, used or disseminated by the University, shall belong to the University as well as the outcomes from research specifically funded and supported by the University.

16.6 The above sub-clauses 16.3 to 16.5 shall apply except where agreement to the contrary is reached by you and the University. Where a case arises, or it is thought that a case may arise, where such agreement to the contrary may be necessary, or where it may be expedient to reach a specific agreement as to the application of the above sub-clauses to the particular facts of the case, the matter should be taken up between you and your Dean of School. By way of example, the sub-clause would apply where any question of assignment of copyright or of joint copyright may arise; other examples and guidance may be contained from time to time in the Academic Staff Handbook.

17 Data Protection

17.1 The University will collect and process information relating to the Employee in accordance with the privacy notice, the current version of which is available on the University’s webpages https://www.hud.ac.uk/informationgovernance/dataprotection/. The privacy notice is subject to change and the Employee’s attention will be brought to any changes.

17.2 The Employee shall comply with the University’s Data Protection Policy when handling personal data in the course of employment. You are expected to comply with this policy when work is being completed outside of the teaching dates noted on your assignment (work may include preparation/marking and moderation etc). This includes personal data relating to any employee, worker, student, contractor, customer, client, supplier, agent or visitor of the University. The Employee will also comply with the University's Computing Regulations, IT Security Policy, Using Your Own Device Policy and Social Media Policy during this period.

17.3 Failure to comply with the University’s Data Protection Policy or any of the policies listed in the above Data Protection Clause may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

18 Conditions of Service

18.1 Your employment is governed by the provisions of agreements reached from time to time by the Executive of the University adopted by the Governing Council, supplemented by any local agreements between the University and the recognised trade unions.  Such relevant documents as are current are available in the Staff Handbook which can be found on the Human Resources website.  You are encouraged to familiarise yourself with the contents of these documents.

18.2 You are also referred to your job description. This does not have any contractual effect but may be referred to assist you and the University in determining a variety of issues which may arise from time to time under your contract.

19 changing terms and conditions

19.1 The University may review its requirements for casual employees from time to time and/or may update the terms on which it offers such work. In the event of such a change to the terms on which it is prepared to engage casual employees the University may terminate this Statement of Particulars and any Assignment with immediate effect by giving two weeks notice in writing to you and you may, at the University's absolute discretion, be offered a new contract for casual work.

20 governing law

20.1 This contract will be governed by English law.

**I agree to the terms and conditions as set out in this Statement of Particulars**

**Signed (Employee):** ………………………………

**Name (Print):** ………………………………………

**Date:** ………………………………………………...

**Signed (Employer):** 

**Name and Job Title (Employer):** Claire Round, Recruitment and Selection Manager

**Please return a copy of your signed Statement of Terms and Conditions of Employment agreement to** **hrpool@hud.ac.uk**

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| **Emergency Contact Information**Please complete this emergency contact form and return to hrpool@hud.ac.uk: |
| **Employee Name (Print):** |  |
| **Telephone Number:** |  |
| **Emergency Contact Details:** |
| **Name:** |  |
| **Address:** |  |
| **Relationship to Employee:** |  |
| **Email Address:** |  |
| **Telephone Numbers:** |
| **Home:** |  |
| **Work:** |  |
| **Mobile:** |  |

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| **International Students Only** You only need to complete this form if you are an international student and hold a Tier 4 or Student Visa |
| The University is delighted to be able to offer you part time hourly paid work in accordance with the University’s Student Employment Policy, your course and visa requirements. As a Sponsor with the Home Office, the University must comply with extremely strict Home Office requirements and this letter sets out requirements and the consequences which may be imposed upon the University and yourself if there is any failure to comply with these requirements. |
| **Contact Details** |
| Whilst you are a member of the Student Employment Pool you are required to ensure that the University has up-to-date contact details for you **at all times**, including your home address, home phone number and mobile phone number. It is imperative that you notify the HR department immediately if any of these details change. You must also notify the HR department of the dates prior to travelling to an area where you cannot be contacted (such as going on a field trip to a remote location) and advise of a time that you expect to be back in an area where you can be contacted. During a Home Office inspection, the University must show that it holds your most up to date contact information. The HR department can be contacted by emailing: **hr@hud.ac.uk.** |
| **Changes to your immigration status** |
| The University is required to report to the Home Office if you change your immigration status which means that the University is no longer your sponsor for studies (e.g. if you obtain Indefinite Leave to Remain, an EEA family permit, a dependant visa, or any other form of visa which is not sponsored by the University). Please ensure that you report any changes in your immigration status to the HR department immediately by emailing: **hr@hud.ac.uk.** |
| **Working Hours** |
| You must comply with the Student Employment Policy and are responsible for ensuring that you only work the permitted number of weekly hours allowed in relation to the type of course you are undertaking. Any breach of the permitted weekly hours will result in non-payment for work in excess and permanent removal from the Student Employment Pool.  |
| **Acceptance**I accept the responsibilities set out above and undertake to notify the HR department in writing immediately of any changes. |
| **Signed:** |  |
| **Name (Print):** |  |
| **Date:** |  |

**Please complete and return this this international student responsibilities form to** **hrpool@hud.ac.uk**

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| **Campus Card Authorisation Form** |
| **Name:** |  |
| **Payroll Number:** |  |
| **School:** |  |
| **Start Date:** |  |
| **Expiry Date:****\*If you are not a student and do not hold a visa, please enter ‘not applicable’.****If you are a student or hold a visa, please enter your course end date, or visa expiry date, whichever is sooner.** |  |
| If you will be working on campus, you will require a Staff ID Card. In order to obtain this, please send an email containing the following information to the Computing and Library Services Help Desk Team, email: borrower.queries@hud.ac.uk: * a photo of yourself
* this completed Campus Card Authorisation form

The Help Desk Team will confirm when your staff ID card is ready to collect.  The card can be used to borrow books from the Library & Computing Centre and will enable access to buildings or University car parks, as appropriate. Further information will be provided with your card. |