

## UNIVERSITY OF EAST ANGLIA

### MEMBERS OF THE ACADEMIC TEACHING AND RESEARCH STAFF TERMS AND CONDITIONS OF APPOINTMENT

These terms and conditions of appointment together with such other terms and conditions as may be specified in the letter of appointment from the University constitute the sole terms of the Contract of Employment.

Appointments of members of the academic and academic-related staff are subject to the Charter, Statutes, Regulations and Ordinances of the University.

The Council of the University is empowered by the Statutes of the University to appoint members of the University staff and to fix the salaries and conditions of tenure of posts to which it appoints.

#### **1. Amendment of Terms and Conditions**

The representatives of the University Council negotiate with representatives of the local branch of the University and College Union (UCU) on conditions of service for members of the academic and academic-related staff in the University and may determine alterations in the conditions of service for these categories of staff.

Changes may be made to the standard terms and conditions as required by Government legislation. Changes may also be made as a result of national or local agreement with the UCU. Such changes shall be published in writing by the University and shall apply to all terms and conditions individually as well as collectively.

Changes otherwise in terms and conditions of appointment shall not be recognisable or enforceable unless confirmed in writing by the University and accepted in writing by the individual or individuals concerned.

#### **2. Appointment, Probation and Period of Notice**

Appointments may be for such probationary period or for such fixed period as the University may determine. In the case of members of staff appointed to the Lecturer grades A or B who have not previously held a university teaching appointment, their appointments will be governed by a five-year probationary period. In determining the length of the probationary period, the Council will take account of previous relevant experience in an appointment as Lecturer. Before the end of the final year of the probationary period consideration will be given to confirmation of the appointment but no undertaking is given in advance that an appointment will be continued. Confirmation of appointment will be considered in the light of national and local agreements with the UCU.

Further details of the procedure are available from the Human Resources Division. A member of the Academic Staff may resign from an appointment at

any time on giving the Council of the University at least three months' notice in writing.

Current Government legislation states the minimum periods of notice to be given by the employer to the employee when the employer terminates a contract of employment. Terms and conditions of appointment do not normally state what period of notice is to be given in such circumstances but wherever a period of notice is stated it is to be understood that that period shall at no time be less than the minimum prescribed by current legislation. The employer and the employee are free to agree mutually on longer periods of notice than the statutory minima.

### **3. Fixed Term and Temporary Appointments**

All fixed term employees who have completed more than two years service at the expiry of their fixed term appointment, will have the right to a statutory redundancy payment, if the reason for non-renewal is redundancy.

A person who accepts appointment for a fixed period will be regarded as having thereby accepted notice of termination and no further notice will be given of expiry of appointment at the due date.

### **4. Stipends**

Details of the scales currently in force in the University are attached. These scales are determined from time to time by the Council of the University in the light of national agreements and members of staff will be notified of any changes in these scales following their approval by the Council.

Stipends will normally be paid for each calendar month on the 28<sup>th</sup> of that month, brought forward to the previous working day if the 28<sup>th</sup> falls on a weekend or bank holiday. Payment will be by direct credit to each member's bank account. Persons appointed other than on the first day of any month will be paid for that month in proportion to the number of days in appointment.

### **5. Increments**

The financial year of the University runs from 1 August to 31 July. Increments, when appropriate, will be paid to members of staff annually on 1 August except that when a member of staff is appointed after 31 March in any year no increment will normally be payable until 1 August in the following calendar year.

### **6. Superannuation**

Subject to exceptional conditions specified in the letter of appointment and to the rules of the Scheme as amended from time to time, membership of the USS is available at the date of taking up appointment. Details of USS are available from the University's Payroll and Pensions office and from the USS

website [www.uss.co.uk](http://www.uss.co.uk). Members of the Scheme are covered by a certificate contracting out of the State Second Pension (S2P).

Subject to eligibility, acceptance of this appointment in writing will be deemed to include acceptance of membership of USS from the date of employment, and contributions will be deducted accordingly, unless immediately on taking up the appointment you declare in writing via a form obtainable from the USS website declaring your wish not to be a member. Please note that the University is not allowed to issue this document to you. Those already in receipt of a USS pension are able to re-join the USS Career Revalued Benefits Scheme contributing at rates relevant to age.

A member joining and subsequently deciding to opt out may do so and if this is done within three months of the date of the commencement of employment, withdrawal from the Scheme will have retrospective effect to that date and the member of staff will be deemed never to have been a member of USS. In that event any contributions made to the Scheme will be repaid and any necessary adjustments to tax and National Insurance deductions will be made.

A member deciding to withdraw from USS later than three months after the date of commencement of employment will be required to give a minimum of 28 days' notice in writing to the University, and in this event there will be no retrospection. The prevailing rules of the scheme will determine treatment of benefits accrued.

The University operates Pensions *Extra* which is a salary sacrifice arrangement that allows pension contributions to be made in a way which reduces the level of National Insurance Contributions. The employee's contractual gross pay is reduced by an amount equivalent to their pension contribution and, in return, the University increases its contribution by the same amount in order to provide the same pension benefit. Subject to certain conditions, members of USS will be automatically enrolled in Pensions *Extra* on joining the pension scheme. All members of USS *and* UEASSS are able to opt-in or opt-out of Pensions *Extra*. Full details are available from the University's Payroll and Pensions Office.

If a member of staff chooses to opt-out of the pension scheme then under new legislation s/he will be re-assessed for auto enrolment three years after they opt-out and, subject to meeting certain criteria, will then be automatically enrolled in the USS Career Revalued Benefits Scheme. In such circumstances, the individual will be advised of the change and will again be able to opt-out if they so wish.

## **7. Duties**

A member of the Academic Teaching and Research (ATR) Staff is required:

- i) to promote the study of his or her subject by teaching and research;

- ii) to assume such duties and responsibilities appropriate to the appointment as may be assigned to the member by the governing bodies of the University or by the Dean, Head of School or Director, as appropriate, acting on their behalf;
- iii) to examine without further payment in the examinations for degrees and diplomas of the University when required to do so.

## **8. Responsibility for Students**

A member of the ATR Staff has no responsibility to appear in civil or criminal courts on behalf of a student. A member choosing to do so acts as a private citizen and should make this clear to the court.

It is a condition of appointment that a member of the ATR Staff is specifically not authorised to act on behalf of the University in any such matters. The University will in no circumstances accept liability for any such obligations into which a member of the ATR Staff may enter. (For example, a member of the ATR Staff, even in the capacity of an Adviser acting on behalf of an Advisee, is under no obligation to stand bail for, or to make statements on behalf of, a student).

## **9. Hours of Work and Work Outside the University**

There are no specific hours of work for members of the ATR Staff but the appointments of such members are full-time and a member may not undertake any substantial or continuous engagement with other parties outside the University without the previous special permission of the Vice-Chancellor. In considering each case the Vice-Chancellor must reasonably be satisfied that acceptance of the work will not interfere unduly with the University duties of a member of staff.

It shall be the duty of the member when undertaking work outside the University, whether such work be paid or unpaid, to inform the concern for whom such work is undertaken that it is being undertaken privately and that the University will not in any circumstances accept responsibility for any such work.

Subject to the foregoing the University recognises that staff may properly be asked to undertake duties of an academic nature outside the University.

## **10. Holidays and Holiday Pay**

There are no specific conditions relating to holidays laid down by the University for members of the ATR Staff. Holidays should normally be taken during University vacations, the dates being arranged with the appropriate Dean, Head of School or Director. Full salary is payable during holidays. If there is an outstanding leave entitlement on termination of a member's employment, the member shall be entitled to payment in lieu, the amount

being determined pro rata to his or her salary. For the purpose of calculating payment in lieu, annual leave entitlement shall be deemed to be six weeks.

**11. Sick Leave and Sick Pay (see also accompanying Sickness Absence Guidelines)**

A member of the ATR Staff who is unable to carry out his or her duties because of sickness or injury must report this to the Dean, Head of School or Director on the first day of sickness. Unfitness to carry out one's duties for any period of up to seven days (including Saturdays, Sundays and public holidays) must be supported by the completion and submission of an approved University Personal Sickness Certificate and for more than seven days must be supported by production of a doctor's statement (medical certificate). Payment of stipend during absence from duty because of sickness or injury will be made as follows:-

During the first and second years of service, the normal period of sick leave on full stipend or salary shall be three months. Payment for any period of sickness or incapacity beyond an initial period of three months shall be at the discretion of the Council.

During the third year of service the normal period of sick leave on full stipend or salary shall be four months. Payment for any period of sickness or incapacity beyond an initial period of four months shall be at the discretion of the Council save that payment during the subsequent four months shall not be less than half pay.

During the fourth year of service, the normal period of sick leave on full stipend or salary shall be five months. Payment for any period of sickness or incapacity beyond an initial period of five months shall be at the discretion of the Council save that payment during the subsequent five months shall not be less than half pay.

During the fifth and subsequent years of service the normal period of sick leave on full stipend or salary shall be six months. Payment for any period of sickness or incapacity beyond an initial period of six months shall be at the discretion of the Council save that payment during the subsequent six months shall not be less than half pay.

Periods of sick leave are aggregated within any span of twelve months. Permitted periods are renewed in full at the beginning of each subsequent period of twelve months.

A member of staff who is absent as a result of an accident shall not be entitled to sickness payments if damages are receivable from a third party. In these circumstances the Council may advance to the employee a sum not exceeding the sickness payments provided for above, subject to the employee undertaking to refund to the Council the total amount of such payments received or the proportion thereof represented in the amount of damages received.

In calculating the period during which salary shall be paid in accordance with this condition of employment, account shall not be taken of absence due to the following:-

- i) Absence on the advice of the member's doctor in order to prevent the spreading of an infectious disease with which the member has been in contact.
- ii) Absence owing to notifiable infectious or contagious illness which an independent doctor nominated by the University with the agreement of the member or of the local branch of the UCU acting on his or her behalf is satisfied was contacted directly arising out of a member's employment, including travelling on duties connected with the work of the University.
- iii) Absence for a period not exceeding six months due to an accident or illness, the occurrence of which the University in the former and a doctor acting on behalf of the University in the latter case is satisfied arose directly out of a member's employment, including travelling on duties connected with the work of the University.

## **12. Study Leave and Leave of Absence**

Attention is drawn to the Study Leave Process, details of which can be obtained from the Human Resources Division or HR Intranet.

## **13. Absence on Approved Public Service**

The University shall, in accordance with the Employment Rights Act 1996, permit staff who are formally engaged in public service work to take time off for the performance of public duties as specified by the Act (eg. serving as a J.P. or as a member of a Local Authority). Such permission shall be granted, having regard to the relevant factors as specified by the Act (ie. the effect of the absence of the member of staff concerned, the demands of the duties of the post held, etc.) and in accordance with the resolution of the University Council of 24 April 1972 which reads as follows:

"Leave of absence for the purpose of undertaking approved public service would be granted by the Dean, Head of School or Director within the authority already granted to them by the Ordinance for leave of absence (ie. up to seven days). Such approved leave of absence would not involve any deduction from University salary.

All requests for leave of absence in excess of seven days must be approved by the Vice-Chancellor on the recommendation of the Dean, Head of School or Director and that where there was eligibility to claim for loss of earnings an equivalent deduction would be made from salary paid by the University."

**14. Maternity, Paternity, Adoption and Parental Leave**

Arrangements for maternity, paternity, adoption and parental leave are set out in the appropriate agreements. Written details of these and their application can be obtained from the Human Resources Division or HR Intranet.

**15. Relocation Expenses**

Members of staff are entitled to claim relocation expenses on taking up appointment in accordance with the provisions set out in the appended statement.

**16. Patents, etc.**

Members of the ATR Staff shall not, in connection with any invention, patent, process or manufacture, have authority to make representations on behalf of the University, or to enter into any contract or to be concerned in any transactions on behalf of the University whatsoever without the express consent of the Council.

**17. Rights in Relation To Trade Union Membership**

A member of the ATR Staff has the right to be a member of a trade union, should he or she so choose, and the right not to be a member, should he or she so choose. The University recognises the UCU as having negotiating rights on behalf of members of staff appointed under these terms and conditions.

(Further details concerning rights in relation to trade union membership appear in the accompanying Staff Recognition and Procedure Agreement between the University and the recognised unions).

**18. Grievance Procedure**

A member of staff who feels he or she has an employment-related grievance should initially raise the matter with his or her immediate supervisor, sector head or equivalent manager. If there is no suitable person at this level with whom to discuss the grievance, or if the discussion has not resolved it to the member's satisfaction, the member of staff should raise the matter with the Dean, Head of School or equivalent senior officer.

Further details concerning the Grievance Procedure are available from the Human Resources Division.

**19. Dismissal**

Statute 7 of the University's Statutes sets out the provisions governing the dismissal of members of the academic staff and members of the academic-related staff granted the status of members of the University.

A member of staff who is dismissed from his or her appointment is entitled to be provided by the University, on request, within 14 days of that request, with a written statement giving particulars of the reasons for dismissal.

**20. Part-time Staff**

Part-time staff in appointments in which they are paid an annual stipend are covered in all other respects by the foregoing terms and conditions of service for full-time staff on a pro rata basis.

**21. Contracts of Employment**

To meet the provisions of current employment legislation, it is hereby stated that no employment with a previous employer counts as part of the employee's continuous service with the University unless otherwise stated in writing by the University.

**UNIVERSITY OF EAST ANGLIA**

**ACADEMIC TEACHING AND RESEARCH STAFF (ATR)  
ACADEMIC TEACHING AND SCHOLARSHIP STAFF (ATS)  
ADMINISTRATIVE, LIBRARY AND COMPUTING STAFF (ALC)**

**RELOCATION EXPENSES**

1. Staff who on first appointment to the University move to the area will normally be eligible for reimbursement of certain costs incurred, as set out in the following paragraphs.

Relocation expenses should normally be claimed in full by the end of the tax year following the one in which the employee commences employment.

2. For those appointed full-time to established posts or for a fixed term of not less than three years, the following expenses may be claimed:
  - (a) the cost (including insurance in transit) of removing furniture and household effects, based on the lowest of three estimates; and
  - (b) the cost of storage of furniture and household effects for a maximum period of three months; and
  - (c) up to a maximum sum equivalent to one month's gross salary on appointment, for other approved expenditure associated with the employee's move to the area, (satisfactory evidence of and receipts for which must be provided,) including legal costs, estate agency and surveyor's costs, and temporary housing costs.
3. For those appointed in the categories specified in Paragraph 2 above who move to the area from outside the United Kingdom, the following expenses may be claimed in addition to items, (a), (b) and (c) above:
  - (d) the cost of single economy or tourist air fares for the member of staff, his or her spouse/partner and dependent children.
4. For those appointed full-time for a fixed term of between two and up to three years, two-thirds of the sums payable under items (a), (b) and (c) and, where appropriate, (d) may be claimed.
5. For those appointed full-time for a fixed term of less than two years, one-third of the sums payable under items (a), (b) and (c) and, where appropriate, (d) may be claimed.

## ACADEMIC TEACHING & RESEARCH STAFF 10

6. Part-time employees will be eligible for reimbursement, in accordance with length of contract, on a pro-rata basis.
7. Any member of staff in the categories specified in Paragraphs 2 or 3 above who leaves the University's employment after less than three years' continuous service shall be required to repay to the University one-twelfth of any sums received under items (a), (b), (c) and (d) above for each quarter (ie. 3 months) by which his or her period of employment falls short of three years. Any member of staff in the category specified in Paragraph 4 above who leaves the University's employment after less than two years' continuous service shall be required to repay to the University one-twelfth of any sums received under items (a) (b), (c) and (d) above for each quarter by which his or her period of employment falls short of two years. Any member of staff in the category specified in Paragraph 5 above who leaves the University's employment after less than one year's continuous service shall be required to repay to the University one-twelfth of any sums received under items (a) (b), (c) and (d) above for each quarter by which his or her period of employment falls short of one year.

Any such repayment shall wherever possible be deducted from the member of staff's salary prior to leaving.

8. In the event of two members of a single household both taking up appointments at the University at any time, not necessarily coincidentally, the relevant allowances described above are payable to either one but not to both.
9. Claims for payment of relocation expenses should be made to the Human Resources Division, accompanied by estimates where required under the terms set out above and by receipted accounts for expenditure incurred.
10. It should be noted that any tax liability that accrues through the reimbursement of relocation/removal expenses will be the responsibility for the individual member of staff concerned. Further advice on this is available from the Payroll Manager on request (tel. extension 3484).

## UNIVERSITY OF EAST ANGLIA

### MEMBERS OF THE ACADEMIC TEACHING AND SCHOLARSHIP STAFF TERMS AND CONDITIONS OF APPOINTMENT

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#### **1. Amendment of Terms and Conditions**

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Changes may be made to the standard terms and conditions as required by Government legislation. Changes may also be made as a result of national or local agreement with the UCU. Such changes shall be published in writing by the University and shall apply to all terms and conditions individually as well as collectively.

Changes otherwise in terms and conditions of appointment shall not be recognisable or enforceable unless confirmed in writing by the University and accepted in writing by the individual or individuals concerned.

#### **2. Appointment, Probation and Period of Notice**

Appointments may be for such probationary period or for such fixed period as the University may determine. First appointments to grades 1, 2 and 3 will be for a probationary period of five years. In determining the length of the probationary period, the Council will take account of previous relevant experience. Before the end of the final year of the probationary period consideration will be given to confirmation of the appointment but no undertaking is given in advance that an appointment will be continued.

A member of staff appointed under these terms and conditions may resign from an appointment at any time on giving the Council of the University at least three months' notice in writing.

Current Government legislation states the minimum periods of notice to be given by the employer to the employee when the employer terminates a contract of employment. Terms and conditions of appointment do not normally state what period of notice is to be given in such circumstances but wherever a period of notice is stated it is to be understood that that period shall at no time be less than the minimum prescribed by current legislation. The employer and the employee are free to agree mutually on longer periods of notice than the statutory minima.

### **3. Fixed Term and Temporary Appointments**

All fixed term employees who have completed more than two years service at the expiry of their fixed term appointment, will have the right to a statutory redundancy payment, if the reason for non-renewal is redundancy.

A person who accepts appointment for a fixed period will be regarded as having thereby accepted notice of termination and no further notice will be given of expiry of appointment at the due date.

### **4. Stipends**

The scale or fixed rate of stipend for the post will be in accordance with that which is laid down in the letter of appointment.

Details of the scales currently in force in the University are attached. These scales are determined from time to time by the Council of the University in the light of national agreements and members of staff will be notified of any changes in these scales following their approval by the Council.

Stipends will normally be paid for each calendar month on the 28<sup>th</sup> of that month, brought forward to the previous working day if the 28<sup>th</sup> falls on a weekend or bank holiday. Payment will be by direct credit to each member's bank account. Persons appointed other than on the first day of any month will be paid for that month in proportion to the number of days in appointment.

### **5. Increments**

The financial year of the University runs from 1 August to 31 July. Increments, when appropriate, will be paid to members of staff appointed under these terms and conditions annually on 1 August except that when a member of staff is appointed after 31 March in any year no increment will normally be payable until 1 August in the following calendar year.

### **6. Superannuation**

Subject to exceptional conditions specified in the letter of appointment and to the rules of the Scheme as amended from time to time, membership of the USS is available at the date of taking up appointment. Details of USS are available from the University's Payroll and Pensions office and from the USS

website [www.uss.co.uk](http://www.uss.co.uk). Members of the Scheme are covered by a certificate contracting out of the State Second Pension (S2P).

Subject to eligibility, acceptance of this appointment in writing will be deemed to include acceptance of membership of USS from the date of employment, and contributions will be deducted accordingly, unless immediately on taking up the appointment you declare in writing via a form obtainable from the USS website declaring your wish not to be a member. Please note that the University is not allowed to issue this document to you. Those already in receipt of a USS pension are able to re-join the USS Career Revalued Benefits Scheme contributing at rates relevant to age.

A member joining and subsequently deciding to opt out may do so and if this is done within three months of the date of the commencement of employment, withdrawal from the Scheme will have retrospective effect to that date and the member of staff will be deemed never to have been a member of USS. In that event any contributions made to the Scheme will be repaid and any necessary adjustments to tax and National Insurance deductions will be made.

A member deciding to withdraw from USS later than three months after the date of commencement of employment will be required to give a minimum of 28 days' notice in writing to the University, and in this event there will be no retrospection. The prevailing rules of the scheme will determine treatment of benefits accrued.

The University operates Pensions *Extra* which is a salary sacrifice arrangement that allows pension contributions to be made in a way which reduces the level of National Insurance Contributions. The employee's contractual gross pay is reduced by an amount equivalent to their pension contribution and, in return, the University increases its contribution by the same amount in order to provide the same pension benefit. Subject to certain conditions, members of USS will be automatically enrolled in Pensions *Extra* on joining the pension scheme. All members of USS *and* UEASSS are able to opt-in or opt-out of Pensions *Extra*. Full details are available from the University's Payroll and Pensions Office.

If a member of staff chooses to opt-out of the pension scheme then under new legislation s/he will be re-assessed for auto enrolment three years after they opt-out and, subject to meeting certain criteria, will then be automatically enrolled in the USS Career Revalued Benefits Scheme. In such circumstances, the individual will be advised of the change and will again be able to opt-out if they so wish.

## **7. Duties**

Members of staff appointed under these terms and conditions shall assume such duties and responsibilities appropriate to the appointment as may from time to time be assigned to them by the Dean, Head of School or Director as appropriate, acting on behalf of the governing bodies of the University.

## **8. Responsibility for Students**

A member of the Academic Teaching and Scholarship (ATS) Staff has no responsibility to appear in civil or criminal courts on behalf of a student. A member choosing to do so acts as a private citizen and should make this clear to the court.

It is a condition of appointment that a member of the ATS Staff is specifically not authorised to act on behalf of the University in any such matters. The University will in no circumstances accept liability for any such obligations into which a member of the ATS Staff appointed under these terms and conditions may enter. (For example, a member of the ATS Staff, even in the capacity of an Adviser acting on behalf of an Advisee, is under no obligation to stand bail for, or to make statements on behalf of, a student).

## **9. Hours of Work**

Normal hours of work will be such as may be prescribed from time to time by the University but members of staff appointed under these terms and conditions must expect to attend as required for evening duties and duties at weekends.

## **10. Work outside the University**

Before accepting or retaining any other employment or appointment which involves substantial calls upon time or energies, a member of staff appointed under these terms and conditions in a full-time appointment should consult the Dean, Head of School or Director and the Vice-Chancellor. In considering each case the Vice-Chancellor must reasonably be satisfied that acceptance of the work will not interfere unduly with the University duties of a member.

It shall be the duty of the person when undertaking work outside the University, whether such work be paid or unpaid, to inform the concern for whom such work is undertaken that it is being undertaken privately and that the University will not in any circumstances accept responsibility for any such work.

Subject to the foregoing the University recognises that staff may properly be asked to undertake duties of an appropriate academic nature outside the University.

## **11. Holidays and Holiday Pay**

Annual leave entitlement is six weeks in addition to statutory and customary holidays to be taken between 1 October and 30 September following. Leave periods must be agreed by the Dean, Head of School or Director. Annual leave entitlement may only be carried forward in exceptional circumstances with the agreement of the Dean, Head of School or Director and may not in any case be carried forward beyond six months after the end of the leave year. If there is an outstanding leave entitlement on termination of

employment, the member shall be entitled to payment in lieu, the amount being determined pro rata his/her salary.

**12. Sick Leave and Sick Pay (See also accompanying Sickness Absence Guidelines)**

A member of the ATS Staff who is unable to carry out his or her duties because of sickness or injury must report this to the Dean, Head of School or Director concerned on the first day of sickness. Unfitness to carry out one's duties for any period of up to seven days (including Saturdays, Sundays and public holidays) must be supported by the completion and submission of an approved University Personal Sickness Certificate and for more than seven days must be supported by production of a doctor's statement (medical certificate). Payment of stipend during absence from duty because of sickness or injury will be made as follows:-

During the first and second years of service, the normal period of sick leave on full stipend or salary shall be three months. Payment for any period of sickness or incapacity beyond an initial period of three months shall be at the discretion of the Council.

During the third year of service the normal period of sick leave on full stipend or salary shall be four months. Payment for any period of sickness or incapacity beyond an initial period of four months shall be at the discretion of the Council save that payment during the subsequent four months shall not be less than half pay.

During the fourth year of service, the normal period of sick leave on full stipend or salary shall be five months. Payment for any period of sickness or incapacity beyond an initial period of five months shall be at the discretion of the Council save that payment during the subsequent five months shall not be less than half pay.

During the fifth and subsequent years of service the normal period of sick leave on full stipend or salary shall be six months. Payment for any period of sickness or incapacity beyond an initial period of six months shall be at the discretion of the Council save that payment during the subsequent six months shall not be less than half pay.

Periods of sick leave are aggregated within any span of twelve months. Permitted periods are renewed in full at the beginning of each subsequent period of twelve months.

A member of staff who is absent as a result of an accident shall not be entitled to sickness payments if damages are receivable from a third party. In these circumstances the Council may advance to the employee a sum not exceeding the sickness payments provided for above, subject to the employee undertaking to refund to the Council the total amount of such

payments received or the proportion thereof represented in the amount of damages received.

In calculating the period during which salary shall be paid in accordance with this condition of employment, account shall not be taken of absence due to the following:-

- i) Absence on the advice of the member's doctor in order to prevent the spreading of an infectious disease with which the member has been in contact.
- ii) Absence owing to notifiable infectious or contagious illness which an independent doctor nominated by the University with the agreement of the member or of the local branch of the UCU acting on his or her behalf is satisfied was contacted directly arising out of a member's employment, including travelling on duties connected with the work of the University.
- iii) Absence for a period not exceeding six months due to an accident or illness, the occurrence of which the University in the former and a doctor acting on behalf of the University in the latter case is satisfied arose directly out of a member's employment, including travelling on duties connected with the work of the University.

### **13. Study Leave and Leave of Absence**

Study leave may be granted to a member of the ATS Staff (excluding those in probationary appointments) in order to facilitate the pursuit of approved activities relating to the University's interests and to the member's professional interests in relation to the field of employment in the University. A member of the ATS Staff may be asked to undertake additional duties when another member of ATS Staff is absent in this way.

Attention is drawn to the Study Leave Process, details of which can be obtained from the Human Resources Division or HR Intranet.

### **14. Absence on Approved Public Service**

The University shall, in accordance with the Employment Rights Act 1996, permit staff who are formally engaged in public service work to take time off for the performance of public duties as specified by the Act (eg. serving as a J.P. or as a member of a Local Authority). Such permission shall be granted, having regard to the relevant factors as specified by the Act (ie. the effect of the absence of the member of staff concerned, the demands of the duties of the post held, etc.) and in accordance with the resolution of the University Council of 24 April 1972 which reads as follows:

"Leave of absence for the purpose of undertaking approved public service would be granted by the Dean, Head of School or Director within the authority already granted to them by the Ordinance for leave

of absence (ie. up to seven days). Such approved leave of absence would not involve any deduction from University salary.

All requests for leave of absence in excess of seven days must be approved by the Vice-Chancellor on the recommendation of the Dean, Head of School or Director and that where there was eligibility to claim for loss of earnings an equivalent deduction would be made from salary paid by the University."

**15. Maternity, Paternity, Adoption and Parental Leave**

Arrangements for maternity, paternity, adoption and parental leave are set out in the appropriate agreements. Written details of these and their application can be obtained from the Human Resources Division or HR Intranet.

**16. Relocation Expenses**

Members of staff are entitled to claim relocation expenses on taking up appointment in accordance with the provisions set out in the appended statement.

**17. Patents, etc.**

Members of the ATS Staff appointed under these terms and conditions shall not, in connection with any invention, patent, process or manufacture, have authority to make representations on behalf of the University, or to enter into any contract or to be concerned in any transactions on behalf of the University whatsoever without the express consent of the Council.

**18. Rights in Relation To Trade Union Membership**

A member of the ATS Staff has the right to be a member of a trade union, should he or she so choose, and the right not to be a member, should he or she so choose. The University recognises the UCU as having negotiating rights on behalf of members of staff appointed under these terms and conditions.

(Further details concerning rights in relation to trade union membership appear in the accompanying Staff Recognition and Procedure Agreement between the University and the recognised unions).

**19. Grievance Procedure**

A member of staff who feels he or she has an employment-related grievance should initially raise the matter with his or her immediate supervisor, sector head or equivalent manager. If there is no suitable person at this level with whom to discuss the grievance, or if the discussion has not resolved it to the member's satisfaction, the member of staff should raise the matter with the Dean, Head of School or equivalent senior officer.

Further details concerning the Grievance Procedure are available from the Human Resources Division.

**20. Dismissal**

Statute 7 of the University's Statutes sets out the provisions governing the dismissal of members of the academic staff and members of the academic-related staff granted the status of members of the University.

A member of staff who is dismissed from his or her appointment is entitled to be provided by the University, on request, within 14 days of that request, with a written statement giving particulars of the reasons for dismissal.

**21. Part-time Staff**

Part-time staff in appointments in which they are paid an annual stipend are covered in all other respects by the foregoing terms and conditions of service for full-time staff on a pro rata basis.

**22. Contracts of Employment**

To meet the provisions of current employment legislation, it is hereby stated that no employment with a previous employer counts as part of the employee's continuous service with the University unless otherwise stated in writing by the University.

**UNIVERSITY OF EAST ANGLIA**

**ACADEMIC TEACHING AND RESEARCH STAFF (ATR)  
ACADEMIC TEACHING AND SCHOLARSHIP STAFF (ATS)  
ADMINISTRATIVE, LIBRARY AND COMPUTING STAFF (ALC)**

**RELOCATION EXPENSES**

1. Staff who on first appointment to the University move to the area will normally be eligible for reimbursement of certain costs incurred, as set out in the following paragraphs.

Relocation expenses should normally be claimed in full by the end of the tax year following the one in which the employee commences employment.

2. For those appointed full-time to established posts or for a fixed term of not less than three years, the following expenses may be claimed:
  - (a) the cost (including insurance in transit) of removing furniture and household effects, based on the lowest of three estimates; and
  - (b) the cost of storage of furniture and household effects for a maximum period of three months; and
  - (c) up to a maximum sum equivalent to one month's gross salary on appointment, for other approved expenditure associated with the employee's move to the area, (satisfactory evidence of and receipts for which must be provided,) including legal costs, estate agency and surveyor's costs, and temporary housing costs.
3. For those appointed in the categories specified in Paragraph 2 above who move to the area from outside the United Kingdom, the following expenses may be claimed in addition to items, (a), (b) and (c) above:
  - (d) the cost of single economy or tourist air fares for the member of staff, his or her spouse/partner and dependent children.
4. For those appointed full-time for a fixed term of between two and up to three years, two-thirds of the sums payable under items (a), (b) and (c) and, where appropriate, (d) may be claimed.
5. For those appointed full-time for a fixed term of less than two years, one-third of the sums payable under items (a), (b) and (c) and, where appropriate, (d) may be claimed.

## ACADEMIC TEACHING & SCHOLARSHIP STAFF 10

6. Part-time employees will be eligible for reimbursement, in accordance with length of contract, on a pro-rata basis.
7. Any member of staff in the categories specified in Paragraphs 2 or 3 above who leaves the University's employment after less than three years' continuous service shall be required to repay to the University one-twelfth of any sums received under items (a), (b), (c) and (d) above for each quarter (ie. 3 months) by which his or her period of employment falls short of three years. Any member of staff in the category specified in Paragraph 4 above who leaves the University's employment after less than two years' continuous service shall be required to repay to the University one-twelfth of any sums received under items (a) (b), (c) and (d) above for each quarter by which his or her period of employment falls short of two years. Any member of staff in the category specified in Paragraph 5 above who leaves the University's employment after less than one year's continuous service shall be required to repay to the University one-twelfth of any sums received under items (a) (b), (c) and (d) above for each quarter by which his or her period of employment falls short of one year.

Any such repayment shall wherever possible be deducted from the member of staff's salary prior to leaving.

8. In the event of two members of a single household both taking up appointments at the University at any time, not necessarily coincidentally, the relevant allowances described above are payable to either one but not to both.
9. Claims for payment of relocation expenses should be made to the Human Resources Division, accompanied by estimates where required under the terms set out above and by receipted accounts for expenditure incurred.
10. It should be noted that any tax liability that accrues through the reimbursement of relocation/removal expenses will be the responsibility for the individual member of staff concerned. Further advice on this is available from the Payroll Manager on request (tel. extension 3484).