

# **Standard Terms and Conditions for the Employment of Established Academic-related Staff (“the Standard Terms and Conditions”)**

## **Between**

**The Chancellor Masters and Scholars of the University of Cambridge (“the University”), and**

**The person named in the Schedule of Employment Particulars (“you”)**

The terms of appointment and employment offered by the University (provided the conditions set out in your offer letter have been satisfied) are set out below and in your Schedule of Employment Particulars.

Please note: References to the University's website are to <http://www.hr.admin.cam.ac.uk/>. If you do not have internet access, please contact your head of institution so that alternative arrangements can be made.

## **1 Statutes and Ordinances**

- 1.1 Your appointment to a University office and your associated employment by the University are subject to the Statutes and Ordinances of the University as may be modified from time to time (“the Statutes and Ordinances”). These can be found on the University's website at <http://www.admin.cam.ac.uk/univ/so/>.

## **2 Job Title and Duties**

- 2.1 You will be appointed to and employed in the University office printed on your Schedule of Employment Particulars, which also indicates the University institution in which this office is established (and references in this contract to ‘head of institution’ mean the head of this institution).
- 2.2 The duties of your office and employment are set out in the Statutes and Ordinances and General and Special Regulations as amended from time to time. A Role Description will be provided by your head of institution. You should also comply with directions given by your head of institution.
- 2.3 It is recognised that you will frequently work unsupervised. It is essential therefore that you and the University work in a spirit of mutual trust and confidence and that in carrying out your work, you promote the interests of the University.
- 2.4 In the absence of any specific determination of your duties, your role is to make a significant contribution in each of the areas of activity and responsibility referred to in your Role Description and in each of the areas specified in the Statutes and Ordinances including any General and Special Regulations applicable to your role.

## **3 Probationary Period**

- 3.1 This employment is subject to confirmation on satisfactory completion of a probationary period ending on the date set out in your Schedule of Employment Particulars (if any). This period may be extended at the University's discretion. For further details see the University's website.

## **4 Place of Work**

- 4.1 Your principal place of work is set out in your Schedule of Employment Particulars.
- 4.2 You may need to travel or work elsewhere from time to time in the course of your work.

## **5 Residence**

- 5.1 Conditions as to residence (both in terms of the requirement for you to be in Cambridge at specific times and in relation to your home address) which apply to your appointment are set out in the Statutes and Ordinances.

## **6 Stipend**

- 6.1 The stipend payable for your office and employment is as set out in your Schedule of Employment Particulars, less adjustments for any salary exchange schemes in which you participate (see the University's website for available schemes).
- 6.2 If any additional supplements to pay are set out in your Schedule of Employment Particulars then they are subject to review, and payable less any adjustments for any salary exchange schemes in which you participate.
- 6.3 You will be paid at the intervals set out in your Schedule of Employment Particulars.
- 6.4 Reviews of stipend will normally be undertaken annually and increments may be awarded, if appropriate. Please see the University's website for further details on salary progression.
- 6.5 You will automatically be included in the Salary Exchange for Pensions scheme as set out in your Schedule of Employment Particulars unless you opt out of the Salary Exchange scheme, or you are not eligible or the University stops the exchange scheme. (See further below under Pension and the University's website or contact the Pensions Section for information.)
- 6.6 Further details regarding general stipend, salary scale and additional payments are available in the Statutes and Ordinances.
- 6.7 Further details regarding salary exchange schemes are available on the University's website.

## **7 Deductions**

- 7.1 The University may deduct from monies payable to you any monies owed by you to the University (including any advance of salary) or any monies that you instruct the University to deduct or that the University is obliged to deduct by law or as directed by court order or other agreement.

## **8 Hours of Work**

- 8.1 Whether your employment is full time or part time is set out in your Schedule of Employment Particulars. There are no conditions relating to hours and times of work but you are expected to work such hours and days as are reasonably necessary for the proper performance of your duties. Your times of work should be agreed between you and your head of institution. You will not be required to work more than 48 hours per week on average unless you sign an agreement to do so.

## **9 Holiday**

- 9.1 Subject to compliance with the Statutes and Ordinances relating to leave, full time officers are entitled in any holiday year to take annual paid leave of 6.6 weeks (or 33 days) plus public holidays.
- 9.2 This entitlement is pro rata in the holiday year of commencement of employment, in the year your appointment terminates and for part time appointments.
- 9.3 The holiday year is the academical year i.e. 1 October to 30 September.
- 9.4 Any closures of the institution (to which you are assigned) will count against your annual holiday if they fall on days that you are normally required to work or on a public holiday. Otherwise leave should be taken outside Full Term or at such times as are mutually agreed, in advance, with your head of institution and in accordance with the Statutes and Ordinances.
- 9.5 Where you are required to work on a public holiday (for example, any public holiday during Full Term), your head of institution will determine whether you may have time off or payment in lieu.
- 9.6 There is otherwise no entitlement either to carry over any holiday from one academical year to the next, unless a period of sickness absence or statutory maternity, paternity or adoption leave has prevented you from taking it in the relevant year, or to receive pay in lieu of holiday not taken except on termination of your employment.
- 9.7 Holiday pay will be calculated on the basis of your 'normal pay' (i.e. stipend plus any supplements to which you are entitled and less adjustments for any salary exchange schemes in which you participate).
- 9.8 You are expected to take any accrued untaken holiday entitlement before your service ends. In circumstances where your head of institution finds it impractical to grant you this entitlement before your service ends and you are able to show that you have not taken your accrued entitlement, you will be paid stipend (and any supplements to which you are entitled) in lieu of accrued untaken holiday entitlement.
- 9.9 Further information about annual holiday can be found on the University's website.

## **10 Leave of Absence**

- 10.1 General conditions relating to leave of absence and dispensation from discharging your duties are set out in the Statutes, and certain supplementary conditions about such leave of absence are set out in Ordinances.
- 10.2 The Statutes and Ordinances contain details of the University's procedures relating to other types of leave that may apply to your post.

## **11 Absence through illness**

- 11.1 Information about the University's policies and procedures relating to sick leave and pay is set out in the Statutes and Ordinances and on the University's website.
- 11.2 If you are off work due to ill-health, then in determining what sick pay you will receive, regard will be had to the following (amongst other factors – see the General Regulations) as a general norm, if your continuous employment began on or after 1 January 2004:

Continuous service	Normal pay (i.e. after adjustments for any salary exchange)	Half normal pay (i.e. after adjustments for any salary exchange)
Less than 1 year	8 weeks	8 weeks
Over 1 year but less than 3 years	12 weeks	12 weeks
Over 3 years but less than 5 years	20 weeks	20 weeks
Over 5 years	26 weeks	26 weeks

11.3 If your continuous service began before 1 January 2004, you will retain your previous entitlements.

11.4 If the absence is due to sickness or injury for which a third party is responsible, sick pay paid is repayable to the University from any compensation for loss of earnings you receive from or on behalf of the third party.

## 12 Pension

12.1 You will become a member of the Universities Superannuation Scheme ('USS') on commencement of employment, if you are eligible under the USS rules.

12.2 If you join the USS and you participate in the salary exchange for pensions scheme (see above under Salary), you will not have to make pension contributions and the University will make an additional contribution to the USS on your behalf of the amount you would otherwise have had to contribute. Your salary will then be reduced at source by the amount which would have been your pension contribution.

12.3 Changes to pension taxation rules have made membership of a pension scheme unattractive for some employees. If you are affected by either the Annual Allowance (the value of pension savings you can make each year), or the Lifetime Allowance (the total value of your pension savings), you may be eligible to receive a payment in lieu of the University contributing to a pension scheme. You can find out more about this at <https://www.hr.admin.cam.ac.uk/policies-procedures/silp>.

12.4 Further details can be obtained from the Pensions Section and from the University's website.

## 13 Additional Work for the University and Colleges

13.1 Permission to carry out additional work for the University will require the consent of your head of institution.

13.2 The rules governing the undertaking of and the remuneration for additional work for a College or Colleges are set out in the Statutes and Ordinances. The University may impose restrictions from time to time on such work.

13.3 If you are permitted to take on another role or other roles within the University on a temporary or permanent basis in addition to this one, you will be notified whether that role or those roles come within this contract (even though there may be additional terms and conditions that apply to the additional role or roles and/or temporary or permanent variations to this contract). If they do fall within this contract, termination of that or those other roles will not affect the continuation of this contract.

## **14 Other Interests, Private Work and Consultancy**

- 14.1 The University may impose restrictions from time to time on your engaging in other interests or activities in addition to your duties under this contract. There are restrictions on teaching other than for the University or a College and these are set out in the Statutes and Ordinances.
- 14.2 In the absence of a specific restriction you may undertake other work or have other interests. Such work or interests, however, must not interfere with the performance of your duties under this contract. If you are in any doubt about this, you should consult your head of institution.
- 14.3 Your attention is drawn to the provisions on the University's website regarding insurance and private work.
- 14.4 You must also provide your line manager with full details (including hours of work) of any other employment or engagement within or outside the University that you have during this contract.
- 14.5 Before undertaking any other work for the University or any other employer, you must ensure that you are legally entitled to do so if you require immigration permission to undertake the duties described in this contract.

## **15 Confidentiality**

- 15.1 You must not directly or indirectly, except in the proper course of your duties, either during or after the period of your employment, disclose to any third party or use for your own purposes or benefit or the purposes of any third party, any confidential information about the business of the University, its dealings, transactions and affairs or those of its members and staff or any University body, including any subsidiary company, associated company or trust, or about any other matter which may have come to your knowledge in the course of your employment, unless that information is public knowledge or you are required or permitted by law to disclose it.
- 15.2 For the avoidance of doubt the restriction in this clause does not prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

## **16 Intellectual Property**

- 16.1 You are required to comply with:
  - (1) the University's policies on Intellectual Property Rights (see the Statutes and Ordinances) as may apply from time to time. Details of these policies can be found on the University Research Office's website; and
  - (2) any procedures and conditions agreed between the University and any sponsor funding your work in relation to any intellectual property rights arising from your work.

## **17 Data Protection**

- 17.1 The rights and responsibilities of staff in relation to data protection are set out on the University's website and you are required to comply with these responsibilities. You are asked to note that it is the University's practice to publish in the Cambridge Reporter and on its website factual details of an appointment or reappointment to a University office. By signing this contract you understand that the University will need to process your personal data, including sensitive data, for the purposes of managing your employment.

## **18 Other obligations**

- 18.1 You are requested to comply with the University's other policies on practice and behaviour issued from time to time and available on the University's website. In the event that there is any inconsistency between the University's policies and this document, incorporating the Standard

Terms and Conditions and the Schedule of Employment Particulars, this document will take precedence.

- 18.2 You warrant that you are legally entitled to work in the United Kingdom and will notify the University immediately if you cease to be so entitled at any time during your employment with the University.
- 18.3 You must provide evidence to the University of your right to work in the United Kingdom before you can start work. For certain employees (for example, those with time-limited leave to remain in the United Kingdom), the University is required to conduct annual right to work checks.
- 18.4 If you require immigration permission to work in the United Kingdom and/or the University is acting as a sponsor under the points-based immigration system, you must assist the University to allow it to fulfil its legal obligations and sponsor duties as requested.

## **19 Retirement**

- 19.1 Your normal retirement date will be the end of the academical year in which you reach the age of 67.

## **20 Termination**

- 20.1 Save as set out in clause 20.4 and (where applicable) in the Schedule of Employment Particulars, the conditions and procedures by which your appointment may be terminated after satisfactory completion of any probationary period but before its end date by the University are set out in the Statutes and Ordinances. The minimum notice that you will be given, if the University wishes to terminate your employment, is the minimum notice provided by law from time to time, unless the University is entitled by law to terminate your employment without notice (for example, for gross misconduct).
- 20.2 If you wish to terminate your appointment before its end date, you should give three months' written notice to your head of institution, providing the precise date on which your resignation will take effect and, if possible, brief details of your destination on leaving the University.
- 20.3 Further information on termination during or at the end of any probationary period can be found on the University's website.
- 20.4 The University may also terminate your employment with immediate effect without notice and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination) if you are not, or cease to be, legally permitted to work in the United Kingdom.

## **21 University Property**

- 21.1 All property belonging to the University or in the custody of the University which may come into your possession during the course of this appointment must be returned by you to your head of institution on termination of this appointment or upon request at any other time during the course of your appointment.
- 21.2 You must not seek any unauthorised access to any information stored on the University's computer systems (including any storage devices) or other filing systems, or make unauthorised use of such information.

## **22 Suspension**

- 22.1 Where it is considered reasonably necessary, you may be suspended from duty on normal pay for a reasonable period. Any suspension from your office will be in accordance with the Statutes and Ordinances.

## **23 Grievance**

- 23.1 The procedure for seeking redress of a grievance is laid down in the Statutes and Ordinances. In any event, if you have such a grievance, you should, in the first instance, subject to any specific provisions in the Statutes and Ordinances, make your complaint to your head of institution.

## **24 Discipline**

- 24.1 The University's disciplinary procedures, and the procedures for appealing against disciplinary decisions, are explained in the Statutes and Ordinances.

## **25 Collective Agreements**

- 25.1 For staff with the status of University Assistant, the University recognises Unison and Unite for collective bargaining and consultation. For all other staff, informal consultation arrangements are in place with the Cambridge University and College Union (UCU) however the University does not recognise UCU for collective bargaining purposes and no collective agreements apply to this appointment.
- 25.2 The University recognises that this contributes to good staff relations and welcomes union membership although this is not a condition of employment. Details concerning the University's relations with trade unions and concerning membership of trades unions are given on the University's website.