

# **Standard Terms and Conditions for the Employment of Unestablished and Research 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”)**

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 Job Title and Duties**

- 1.1 You will be employed in an unestablished capacity in the job printed on your Schedule of Employment Particulars, which also indicates the University institution to which you have been assigned (references in this contract to ‘head of institution’ mean the head of this institution).
- 1.2 Your duties are set out in your Role Description which is available from your head of institution. You should also comply with the directions given by your head of institution.
- 1.3 It is recognised that you may 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.
- 1.4 Where your Schedule of Employment Particulars specifies your staff group as Unestablished Academic, the University may from time to time determine the nature and extent of teaching, examining, administration, and research (including publications) expected of an employee in your position. On a day-to-day basis, responsibility for organising teaching and research lies with your head of institution or Faculty Board. Where requested, you must promptly provide information about your teaching and research activity as is reasonably required by the University. This will normally be requested by the General Board.
- 1.5 You must comply with any procedures and conditions agreed between the University and any sponsor funding your work.
- 1.6 In the absence of any specific determination of duties, you are expected to make a significant contribution in each of the areas of activity and responsibility referred to in your role description.

## **2 Probationary Period**

- 2.1 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.

## **3 Place of Work**

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

## **4 Salary**

- 4.1 The basic salary for your employment is as set out in your Schedule of Employment Particulars less any adjustments for any salary exchange schemes in which you participate (see the University's website for available schemes).
- 4.2 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.
- 4.3 You will be paid at the intervals set out in your Schedule of Employment Particulars.
- 4.4 Basic salaries will normally be reviewed annually and increments may be awarded, if appropriate, provided the funds are available from any sponsor of your employment. Please see the University's website for further details on salary progression.
- 4.5 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 the Pension clause and the University's website or contact the Pensions Section for information.)
- 4.6 Further details regarding salary scale, additional payments and salary exchange schemes are available on the University's website.

## **5 Deductions**

- 5.1 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.

## **6 Hours of Work**

- 6.1 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.

## **7 Holiday**

- 7.1 Full time employees are entitled to annual paid leave of 6.6 weeks (or 33 days for those working full time), plus public holidays.
- 7.2 This entitlement is pro rata in the holiday year of commencement of employment, in the year your employment terminates and for part time employment.
- 7.3 Your holiday year will be the holiday year as determined from time to time for your staff group by the institution to which you are assigned.
- 7.4 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 will be taken at such times as are mutually agreed, in advance, with your head of institution. In particular you may be required to take your holidays outside Full Term.
- 7.5 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.

- 7.6 There is no entitlement either to carry over any holiday from one academical year to the next, or to receive pay in lieu of holiday not taken except on termination of your employment, unless a period of sickness absence or statutory maternity, paternity or adoption leave has prevented you from taking it in the relevant year.
- 7.7 Holiday pay will be calculated on the basis of your 'normal pay' (i.e. basic salary plus any supplements to which you are entitled and less adjustments for any salary exchange schemes in which you participate).
- 7.8 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 basic salary (and any supplements to which you are entitled) in lieu of accrued untaken holiday entitlement.
- 7.9 Further information about annual holiday can be found on the University's website.

## 8 Absence Through Illness

- 8.1 Information about the University's policies and procedures relating to sick leave and pay is set out on the University's website.
- 8.2 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 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

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

## 9 Pension

- 9.1 You will become a member of the Universities Superannuation Scheme ('USS') (see the Schedule of Employment Particulars) on commencement of employment, if you are eligible under the USS rules.
- 9.2 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 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.

- 9.3 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>.
- 9.4 Further details can be obtained from the Pensions Section and from the University's website.

## **10 Additional Work for the University and Colleges**

- 10.1 Permission to carry out additional work for the University will require the consent of your head of institution.
- 10.2 The rules governing the undertaking of and the remuneration for additional work for a College or Colleges are set out on the University's website. The University may impose restrictions from time to time on such work.
- 10.3 If you 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.

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

- 11.1 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.
- 11.2 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 the duties. If you are in any doubt about this, you should consult your head of institution.
- 11.3 Your attention is drawn to the provisions on the University's website regarding insurance and private work.
- 11.4 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.

## **12 Confidentiality**

- 12.1 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.
- 12.2 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.

### 13 Intellectual Property

13.1 You are required to comply with:

- (1) the University's policies on Intellectual Property Rights as may apply from time to time, details of which 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.

### 14 Data Protection

14.1 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. 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.

### 15 Other obligations

15.1 You must 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.

15.2 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.

15.3 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.

15.4 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.

### 16 Retirement

16.1 The University does not operate a retirement age for unestablished academic, unestablished academic-related or research staff. Full details are available in the University Retirement Policy on the HR Division's web pages.

### 17 Termination

17.1 If you wish to resign, you should submit your resignation in writing to your head of institution, giving notice as set out below.

17.2 Save as set out in clause 17.3 and (where applicable) in the Schedule of Employment Particulars, if the University wishes to terminate your employment, it must give you notice, unless it is entitled to terminate your employment without notice (for example, for gross misconduct). The length of such notice is set out below:

Continuous service	Notice you must give the University	Notice the University must give you
Less than 5 years	4 weeks	4 weeks
Over 5 years but less than 9 years	4 weeks	8 weeks
Over 9 years	4 weeks	12 weeks

- 17.3 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.

## **18 University Property**

- 18.1 All property belonging to the University or in the custody of the University which may come into your possession during the course of your employment must be returned by you to the head of your institution on termination of your employment or upon request at any other time during the course of your employment.
- 18.2 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.

## **19 Suspension**

- 19.1 Where it is considered reasonably necessary, you may be suspended from any or all of your duties on normal pay for a reasonable period.

## **20 Grievance**

- 20.1 If you have a grievance relating to your employment, you should first raise it with your head of institution. The procedure is available on the University's website.

## **21 Discipline**

- 21.1 The University's disciplinary rules and procedures affecting your employment are available on the University's website.
- 21.2 If you wish to appeal against a disciplinary decision you may apply in writing to the Academic Secretary or Registry as appropriate, in accordance with the University's disciplinary procedure.

## **22 Collective Agreements**

- 22.1 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.
- 22.2 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.

## **23 Statutes and Ordinances**

- 23.1 Your employment by the University is subject, where relevant, to the Statutes and Ordinances of the University and may be modified from time to time. These can be found on the University's website.