

# 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”)**

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, and together form your contract of employment (‘Contract’).

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). During the probationary period your performance and suitability for continued employment will be monitored.
- 2.2 Your employment may be terminated during this period at any time with prior notice by either party as set out in the relevant probationary procedures.

- 2.3 The University may, at its discretion, extend the probationary period.
- 2.4 For further details of the Probation Policy and procedures, see the University's website (Policies & Procedures, sub-section Probation).

### **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 adjustments for any salary exchange schemes in which you participate (see the University's website for available schemes).
- 4.2 Any additional supplements payable are set out in your Schedule of Employment Particulars and are subject to review, and payable less any adjustments for any salary exchange schemes in which you participate.
- 4.3 Your salary shall accrue from day to day at a rate of 1/365 (together with any additional supplements unless stated otherwise in the Schedule) and will be paid at the intervals set out in your Schedule of Employment Particulars. Section 2 of the Apportionment Act 1870 does not apply to this contract.
- 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 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 your salary or other payment 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. If your employment is full time you are generally expected to work from Monday to Friday. 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.

### **7 Holiday**

- 7.1 Full time employees are entitled to annual paid leave of 41 days inclusive of public holidays. All holiday requests must be approved in advance by your line manager.
- 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 holiday 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 to carry over any holiday from one academical year to the next, unless a period of sickness absence or statutory maternity, paternity, adoption, parental or shared parental 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. The amount of such payment in lieu shall be 1/365<sup>th</sup> of your full-time equivalent salary for each untaken day of the entitlement.
- 7.7 Holiday pay will be calculated on the basis of your basic salary plus any supplements to which you are entitled and less adjustments for any salary exchange schemes in which you participate ('Normal Pay').
- 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 absent from work due to ill-health, you must notify your head of institution (or the person they may nominate for this purpose) of your absence by telephone as soon as possible on the first day of absence and, normally, before the start of your normal working day.
- 8.3 You must certify your absence in accordance with the university's Sickness Absence Policy, which is available on the University's website.
- 8.4 Subject to your compliance with the University's Sickness Absence Policy (as amended from time to time) you will be eligible for contractual sick pay. Contractual sick pay is inclusive of any Statutory Sick Pay (SSP) that may be due for the same period, and is paid on the following basis:

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

- 8.5 If your continuous service began before 1 January 2004, you will retain your previous entitlements.
- 8.6 For SSP purposes, your qualifying days will be your normal working days.

- 8.7 If your period of absence due to ill-health is or appears to be occasioned by actionable negligence, nuisance or breach of statutory duty on the part of a third party in respect of which damages are or may be recoverable, you must immediately notify the University of that fact and of any claim, settlement or judgement made or awarded in connection with it and all relevant information that the University may reasonably require. You shall, if required by the University, co-operate in any related legal proceedings and refund to the University that part of any damages or compensation recovered by you relating to the loss of earnings for the period of absence as the University may reasonably determine less any costs borne by you in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to you by the University in respect of the period of absence.
- 8.8 The rights of the University to terminate your employment apply even when such termination would or might cause the forfeiture of any entitlement to sick pay or other benefits.

## **9 Family leave**

- 9.1 Information about all types of family leave can be accessed on the University's website (Policies & Procedures, sub-section Leave).

## **10 Other paid leave**

- 10.1 You may be eligible to take other types of paid leave, subject to any statutory eligibility requirements or conditions and the University's rules applicable to each type of leave in force from time to time. Details are set out on the University's website (Policies & Procedures, sub-section Leave).

## **11 Training**

- 11.1 The University does not require you to undertake mandatory training. You are however entitled to take part in various training courses which we may provide from time to time. Specific details of what courses might be available can be found on the University's website (HR Services, sub-section Personal and Professional Development).

## **12 Benefits**

- 12.1 You may be provided with benefits during your appointment, subject to any rules applicable to the relevant benefit. Details are set out on the University's website (Pay & Benefits).
- 12.2 The University may replace or withdraw such benefits, or amend the terms of such benefits, at any time on reasonable notice to you.

## **13 Pension**

- 13.1 On commencement of employment, if you are eligible under the scheme rules, you will become a member of the Universities Superannuation Scheme ('USS').
- 13.2 If you become a member of the USS, you will automatically be included in the salary exchange for pensions scheme, under which your salary will be reduced by the amount equal to your original pension contribution. The University will then make an enhanced employer contribution to USS equal to the amount of your salary reduction.
- 13.3 If you do not wish to participate in the USS, you can opt out within 3 months of the commencement of your employment.
- 13.4 Please note, if you are employed on a fixed-term contract of less than 2 years duration, you would normally be able to request a refund of your personal pension contributions within 2 years of the commencement of employment. However, under a salary exchange arrangement, employee contributions are effectively converted into employer contributions, which means that this rule does not apply. Accordingly, you would have the standard 3 month period on starting employment in which to either opt-out of the USS or, if you wished to remain in the USS, opt-out of the salary exchange for pensions scheme.

- 13.5 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>.
- 13.6 Further details can be obtained from the Pensions Section and from the University's website.

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

- 14.1 Permission to carry out additional work for the University will require the consent of your head of institution.
- 14.2 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.
- 14.3 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.

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

- 15.1 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.
- 15.2 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 under this contract. If you are in any doubt about this, you should consult your head of institution.
- 15.3 Your attention is drawn to the provisions on the University's website regarding insurance and private work.
- 15.4 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.

## **16 Confidentiality**

- 16.1 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.
- 16.2 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.

## **17 Intellectual Property**

- 17.1 You are required to comply with:
- (a) 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
  - (b) 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.

## 18 Data Protection

- 18.1 The responsibilities of staff in relation to data protection are set out on the University's website. You are required to comply with these responsibilities and with relevant data protection policies. Failure to comply with the University's data protection policies may be dealt with under the relevant disciplinary procedure and, in serious cases, may be treated as gross misconduct.
- 18.2 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. Full details are published on the University's website.

## 19 Other obligations

- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 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 comply with the relevant University policies and procedures and must assist the University to allow it to fulfil its legal obligations and sponsor duties as requested.

## 20 Retirement

- 20.1 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.

## 21 Termination

- 21.1 Save as set out in this Contract and (where applicable) in the Schedule of Employment Particulars, the minimum notice required from the University to terminate your employment is as follows:

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

- 21.2 If you wish to terminate your employment before its end date, you are required to give written notice to your head of institution, as set out in the Schedule of Employment Particulars, providing the precise date on which your resignation will take effect and, if possible, brief details of your destination on leaving the University.
- 21.3 Save as set out in this Contract 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).
- 21.4 Further information on termination during or at the end of any probationary period can be found on the University's website.

- 21.5 Notwithstanding this clause 21 and the Schedule of Employment Particulars, the University may at its discretion terminate your employment without notice and make a payment in lieu of notice. This payment in lieu of notice will be equal to the Normal Pay (as at the date of termination) which you would have been entitled to receive under this contract during the notice period required under Clause 21.1 (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions. For the avoidance of doubt, the payment in lieu shall not include any element in relation to any payment in respect of any holiday entitlement that would have accrued during the period for which the payment in lieu is made.
- 21.6 You shall have no right to receive a payment in lieu unless the University has exercised its discretion in clause 21.5. Nothing in this clause 21 shall prevent the University from terminating your employment in breach.
- 21.7 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 commit a serious breach of your obligations as an employee or if you are not, or cease to be, legally permitted to work in the United Kingdom.
- 21.8 The rights of the University under this clause 21 are without prejudice to any other rights it might have at law to terminate your employment or to accept any breach of this agreement by you as having brought this agreement to an end. Any delay by the University in exercising its rights to terminate shall not constitute a waiver thereof.

## **22 University Property**

- 22.1 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.
- 22.2 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.

## **23 Suspension**

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

## **24 Grievance**

- 24.1 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.

## **25 Discipline**

- 25.1 The University's disciplinary rules and procedures affecting your employment are available on the University's website.
- 25.2 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. Details are set out on the University's website (Policies & Procedures, sub-section Disciplinary action, grievances & appeals).

## **26 Collective Agreements**

- 26.1 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.

26.2 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.

## **27 Statutes and Ordinances**

27.1 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.

## **28 Third Party Rights**

28.1 No one other than you and the University shall have the right to enforce any terms of this agreement.