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**Principal Statement of Terms and Conditions of Employment**

**Graduate Teaching Assistant**

**Employer:** The University of Manchester

Oxford Road

Manchester

M13 9PL

The main terms and conditions of your employment are set out below as required by the Employment Rights Act 1996.

# Job Title and Duties

1. You will be employed as a Graduate Teaching Assistant.
2. Your duties are set out in the job description provided by your Faculty which may from time to time be amended by the University. In addition, you will be required to perform such duties consistent with your position as may from time to time be assigned to you.
3. You may be required in pursuance of your duties to perform services not only for the University but also for any Subsidiary.
4. You are expected to work flexibly and efficiently, to maintain the highest professional standards and to promote and implement the policies of the University.
5. You will be expected to comply with any rules and regulations which the University may from time-to-time issue to ensure the efficient operation of its business and the welfare and interests of its employees and students.

# Commencement date and duration

1. Your employment will commence as per the date set out in your appointment letter.
2. No employment with a previous employer counts as part of your period of continuous employment with the University.

# Probationary Period

1. The first three months of your employment will be a probationary period, during which your suitability for the position to which you have been appointed will be assessed. The University’s Disciplinary Procedure will not apply to you during your probationary period.
2. The University reserves the right to extend your probationary period if, in its opinion, circumstances so require. During your probationary period, your employment may be terminated either by you or by the University on giving one week's written notice.

# Place of Work

1. Your principal place of work will initially be the relevant School’s premises on the University campus. However, subject to the University's redeployment policy you may be required to work on either a temporary or an indefinite basis at any premises which the University currently has or may subsequently acquire or at any premises at which it may from time to time provide services.
2. You will not be required to work outside the UK.

# Working Hours

1. The precise day and time at which you will work will relate to the course unit, which you will be required to teach as set out in your appointment letter. Your total planned agreed hours are set out in the appointment letter. Further hours may be allocated to you during the course of the academic year; these will be recorded by your School on an adjustment sheet.
2. The University reserves the right to change the day or time of or to discontinue any course or courses upon which you teach during the course of the academic year.
3. If the University decides to postpone, close or discontinue a course as set out above, the University will, where possible, give you advance notice of such cancellation, suspension or calculation and, where appropriate, endeavour to find a mutually acceptable date and time for the class concerned and, otherwise, will provide you with a minimum of two weeks' written notice at any other time.
4. Each of the teaching assistant adjustment sheets and the appointment letter shall form part of this statement of terms and conditions of employment.
5. Your employment will conform to the Working Time Regulations 1998. You are required to notify your manager whenever your total hours of work exceed the 48-hour weekly limit in any week. This notification covers any other employment you may have, either within or outside the University which may affect your total working hours.

**Eligibility to work in the UK**

1. Your employment as a Graduate Teaching Assistant is conditional upon satisfaction of the following requirements:
   1. That you provide for verification an original document(s) that confirms you have permission to work in the UK. The engagement is subject to this permission continuing and should this be curtailed the engagement will correspondingly be terminated.
   2. If you are employed under a Tier 2 or Skilled Worker visa, you are not eligible to work as a Graduate Teaching Assistant.
2. Additionally, if you hold a Tier 4 student visa, your employment is conditional upon you meeting the following requirements:
   1. You will familiarise yourself with the conditions of your Tier 4 visa by reviewing the available information on the UK Visas and Immigration site <https://www.gov.uk/tier-4-general-visa> and the University’s website: <http://www.careers.manchester.ac.uk/international/workduringstudy/>;
   2. You will not accept offers of work (from the University or other employer) that, singly or in combination, would cause you to exceed the maximum weekly hours permitted by your visa;
   3. Your hours limit includes any paid work, unpaid work, voluntary work or otherwise and internships. You must not work beyond your allowed working hours or do any prohibited work. Breach of working rights can result in cancellation of your visa, fines and/or a ban on entry to the UK. For further information on work that you cannot do with a Tier 4 visa, see:<https://www.studentsupport.manchester.ac.uk/immigration-and-visas/working/working-during-your-studies/>
   4. You can work full-time during vacation periods; vacation periods are determined by the level of course you are studying. You can work full-time following completion of your course; the definition of completion is determined by the level of course you are studying. You will familiarise yourself with the conditions allowing full-time work according to your level of study.
   5. Working beyond your visa restrictions is a serious offence, and it is your responsibility to ensure you do not work beyond the restricted working hours on your visa or those set out above.

# Salary

1. The basic rate of pay will be as set out in your appointment letter.
2. Should the University decide to postpone a course pursuant to the Working Hours provisions above, you will have no entitlement to payment for the duration of the postponement of the course.
3. The rates of pay will be reviewed annually with reference to the pay awards for the University.
4. You will be paid monthly in arrears by direct bank transfer, building society or Giro account on the penultimate working day of the month.
5. Any hours worked over and above your allocated hours will be paid monthly in arrears by direct bank transfer following submission of an adjustment sheet by the school.
6. Payment of salary is subject to you completing and returning all relevant enclosures before the start date of the appointment as stated in your appointment email.
7. If you are registered as a student at the University, you will not be entitled to any fee remission as a consequence of being employed as a Graduate Teaching Assistant.

# Expenses

1. Approved expenses which you incur in the proper performance of your duties will be reimbursed in accordance with the University guidance which can be found on the StaffNet at: <http://www.staffnet.manchester.ac.uk/human-resources/current-staff/pay-conditions/expenses>

# Deductions

1. For the purposes of the Employment Rights Act 1996, you hereby authorise the University to deduct from your salary (which may include holiday pay, sick pay, bonus, honoraria, one-off payments, market supplements and pay in lieu of notice) any sums owing by you to the University, including but not limited to overpayments, loans or advances made to you by the University or the value of any University property in your possession which you have not returned to the University following a written request, or which has been damaged. You agree to make payment to the University of any sums owed by you to the University upon demand.
2. The University is committed to providing opportunity to deliver the hours of work stated in the appointment email and you will receive a monthly payment over the course of your appointment on the assumption that you will work such hours during your appointment. If you do not work these hours during the course of your appointment, the amount that you have been paid in excess of the hours that you have worked will be deemed to be sums owed by you to the University and will be deducted in accordance with clause 28 above.

# Annual Leave

1. The paid leave entitlement amounts to 33days holiday plus eight bank holidays prorata per year, the leave year being the period from 1 October to 30 September. Leave is accrued at the rate of one hour for every 5.35 hours worked. All accrued leave will be paid for monthly and taken at the end of the semesterin which it is accrued.
2. If you work additional hours and accrue additional leave, these must be recorded on a monthly teaching assistant adjustment hours timesheet and submitted to HR by the local TA Administrator.
3. Pro rata allowances for special leave will apply based on a full-time allowance of one week a year. For these purposes a full-time working week will be regarded as 35 hours.
4. You may sometimes be required in exceptional circumstances to work on the statutory Bank Holidays (other than those at Christmas, New Year and Easter), in which case you will be given reasonable notice and time off in lieu.

# Termination of employment

1. You may terminate your employment at any time by giving the University not less than one months’ notice in writing.
2. Subject to the provisions set out above under “Probationary Period” and after the completion of any probationary period, the University may terminate your employment by giving you in writing whichever is the greater of:
3. (a) one months' notice; or
4. (b) one week's notice for each year of service, up to a maximum of twelve weeks' notice.
5. The University may terminate your employment without notice if you are guilty of gross misconduct, gross negligence or gross incompetence.
6. The University may, in its sole and absolute discretion, terminate your employment at any time and with immediate effect by making a payment in lieu of notice (Payment in Lieu). This Payment in Lieu will be equal to your basic salary (as at the date of termination) and shall include any entitlement to contractual payments that you would have been entitled to receive during the period for which Payment in Lieu is made but shall not include any payment in respect of benefits or pension contributions which you would have been entitled to receive during the period for which the Payment in Lieu is made or any payment in respect of any holiday entitlement that would have accrued during such the period.

# Garden Leave

1. The University may at any time during your employment require you to cease performing your role for such period or periods as the University shall in its absolute discretion determine. During any such period of garden leave:
2. the University shall continue to pay your salary and provide all benefits to which you are entitled under this contract;
3. the University shall be under no obligation to provide you with any work and shall be entitled to appoint any other person or persons to perform your role whether on a temporary or a permanent basis;
4. the University may forbid you to enter any of the University’s premises or to contact any employees, officers, students, agents or suppliers of the University without its prior consent;
5. you shall, at the request of the University, return all or any property in your possession or control which belongs to the University;
6. you shall keep your line manager informed of your whereabouts so that you can be called upon to perform any appropriate duties as required; and
7. for the avoidance of doubt, you shall continue to be bound by your obligations under this contract insofar as they are compatible with you being on garden leave including but not limited to the requirement for exclusivity of service.

# Sickness

1. If you are absent from work due to sickness or injury, no payment will be made unless you qualify for statutory sick pay.
2. In the event of short-term absence due to illness you should attempt to arrange a for a suitably qualified colleague to undertake your teaching on an exchange or swap basis subject to obtaining verbal approval of your discipline head in order that contractual hours of work can still be fulfilled and, in these circumstances, the absence will not be treated as a period of sickness absence.
3. The payment of sick pay is subject to your compliance with the University's procedures for the notification and verification of sickness absence, which are set out in the Sickness Policy and failure to comply with these procedures may also disqualify you from receiving SSP. Any payment made to you under this provision will include any statutory sick pay (SSP) due from the University. The University sick pay will be reduced by the amount of any social security benefits or damages from a third party recoverable by you (whether or not recovered) in respect of your illness or injury.

# Medical Assessments

1. You are required to undergo medical referrals and examinations at any time as deemed appropriate by the University for the purpose of assessing your fitness to perform your duties and you agree that any information relevant to your employment may be disclosed to and discussed with the University.

# Pension Scheme

1. After you have been employed for 3 months continuously, we will assess you under the auto-enrolment requirements, (details can be found in the Employment section of StaffNet) and if you meet the criteria of an eligible job holder, you will be enrolled into USS and contributions deducted from your next salary payment. You can apply to join USS at any time. Full details are on the USS website <https://www.uss.co.uk>. Your membership of USS will be subject to the rules of the scheme as amended from time to time. If you are currently a member of, or have contributed at any time during the 12 months immediately prior to this appointment with the University to, the NHS Pension Scheme you may be able to continue your membership of that scheme, subject to the rules of the scheme from time to time and it is your responsibility to verify the position and notify the University within the required timescales. Please contact the Pensions office to enquire: pensions@manchester.ac.uk

# Conduct and Behaviour

1. The University expects all members of staff to conduct themselves with probity and propriety during the course of their employment with the University and you must at all times adhere to The University’s Code of Conduct, Conflicts of Interest and Conduct of Reserved Business currently contained in Ordinance XVIII, as may be amended from time to time.
2. You must at all times adhere to any rules, policies and procedures which are currently on StaffNet or which the University may introduce from time to time, including but not limited to the following;
3. The University’s Financial Regulations and Financial Procedures, as may be amended from time to time. Your attention is drawn, in particular, to the provisions relating to anti-facilitation of tax evasion, and anti-corruption and bribery and conflicts of interest;
4. Acceptable Use Policy ‐ IT Facilities and Services as may be amended from time to time
5. The Equality and Diversity Policy as may be amended from time to time.
6. You must declare any personal interest in the Register of Interests maintained by your Head of School. A personal interest may include but is not limited to an interest which might reasonably be deemed to compromise your impartiality, conflict with your duty as an employee or could potentially lead to a conflict of interests whether or not it leads to a private benefit. For further examples of personal interests, please refer to the University’s Financial Regulations and Financial Procedures.
7. You must declare any significant conflict of interest to your Head of School with immediate effect. For examples of significant conflicts of interest please refer to the University’s Financial Regulations and Financial Procedures.
8. A failure to comply with the University’s requirements in relation to codes of conduct and conflicts of interest will be treated very seriously and may, depending on the circumstances, amount to gross misconduct.
9. For the avoidance of doubt, the rules, policies and procedures on StaffNet and/or which are referred to in this clause are not incorporated by reference into this contract and they can be changed, replaced or withdrawn at any time at the discretion of the University.

# Exclusivity of Service

1. As an employee you are required to devote your full time, attention and abilities to your duties during your working hours and to act in the best interests of the University at all times. You must notify the University of any employment or engagement which you intend to undertake whilst in the employment of the University (including any such employment or engagement which commenced before your employment under this contract). You must not, without the written consent of the Head of School, which consent will not be unreasonably withheld, undertake any employment or engagement which might in the reasonable opinion of the University interfere or conflict with the performance of your duties or with the interest of the University.

# Confidentiality

1. You will not either during your employment (except in the proper performance of your duties), or at any time after its termination, use for your own purposes (or for any purposes other than those of the University) or divulge to any person, corporation, company or other organisation whatsoever any Confidential Information belonging to the University or to any Subsidiary or relating to its or their affairs or dealings which may come to your knowledge during your employment. This restriction will cease to apply to any information or knowledge which may come into the public domain after the termination of your employment, other than as a result of unauthorised disclosure by you or by any third party.
2. “Confidential Information” includes (but shall not be limited to):
3. all information which relates to the business, finances, transactions, affairs, products, services, processes, equipment or activities of the University
4. details of employees, suppliers, customers, partners or students of the University
5. all information relating to such matters which comes to your knowledge in the course of your employment and which, by reason of its character and/or the manner of its coming to your knowledge, is evidently confidential
6. all information which relates to the business, finances, transactions, affairs, products, processes, equipment or activities of actual or potential partners, students, customers, suppliers or other persons which has been given to the University in confidence

and shall include without limitation information as to any of the following subjects business plans, business methods, corporate plans, management systems, finances, maturing new business opportunities, research and development projects, concepts, ideas, new products, product formulae, source code, software, software designs, graphic designs, artwork, processes, inventions, discoveries or know­how, research data, databases, software, bioinformatics tools, specifications, plans, drawings, prototypes, models, documents, recordings, instructions, manuals, papers, marketing statistics, marketing techniques, marketing surveys and plans, costs, profit or loss, prices and discount structures, the names, addresses and contact details of students, potential students partners, potential partners, customers and suppliers or potential customers and suppliers provided that information shall not be, or shall cease to be, Confidential Information if and to the extent that it comes to be in the public domain otherwise than as a result of your unauthorised act or default.

1. Nothing in this clause shall prevent you from disclosing information which you are entitled to disclose under the Public Interest Disclosure Act 1998 provided that the disclosure is made in the appropriate way to an appropriate person having regard to the provisions of the Act and you have first complied with the University's procedures relating to such disclosures.
2. Notwithstanding the above, the University affirms that academic staff have freedom within the law to question and test received wisdom relating to academic matters, and to put forward new ideas and controversial or unpopular opinions about academic matters without placing themselves in jeopardy or losing the jobs and privileges they have at the University.
3. All records, documents and other papers (together with any copies or extracts thereof) made or acquired by you in the course of your employment will be the property of the University and must be returned to it on the termination of your employment.

# Data Protection

1. The University will collect and process information relating to you in accordance with the privacy notice which you are required to read. This can be found on <http://documents.manchester.ac.uk/DocuInfo.aspx?DocID=37024>.
2. You shall comply with the University’s Data Protection policy when handling personal data in the course of your employment including personal data relating to any employee, student, customer, partner, supplier or agent of the University. You will also comply with the Information Security Policy, Acceptable Use Policy - IT facilities and services and Social Media policy.
3. Failure to comply with the University’s Data Protection policy or any of the policies listed above will be treated very seriously and may, depending on the circumstances, amount to serious/gross misconduct leading to summary dismissal.

# Ownership of Intellectual Property Rights (IPR) and Copyright (Including patents, copyright, registered designs, unregistered design rights, trademarks, etc.)

1. Your attention is drawn to the University’s Intellectual Property Policy which can be found on <http://www.staffnet.manchester.ac.uk/services/rbess/graduate/code/intellectualproperty>.
2. Ownership of intellectual property and/or any issue of copyright shall be determined in accordance with and shall be subject always to the Intellectual Property Policy as may be amended from time to time.

# University Property

1. Upon request for any reason and in any event on termination of your employment:
2. you are required to return all University property in your possession or under your control, including (but not limited to) ID cards, keys, security passes, computer hardware and software including discs and any other equipment; and
3. you are required to return all documents, books, materials, records, correspondence, papers and information (whether on paper or stored/located on other media and wherever located) relating to the business or affairs of the University and/or the University’s current, former or prospective employees, suppliers, customers, partners, students of the University together with any copies or extracts thereof made or acquired by you in the course of your employment (“Information”) with the University and to irretrievably delete such Information that you have stored whether on disc or memory or other media which is in your possession or control outside the University’s premises. You are further required to provide a signed statement that you have complied with your obligations under this provision, if requested, and to provide such reasonable evidence of your compliance as the University may request.

# Discipline and Grievance Procedure

1. The University expects and will enforce high standards of performance and conduct from its employees. Details of its disciplinary procedure for support staff will be supplied to you. The procedure may be varied by the University from time to time. They do not form part of your contract of employment.
2. If you are dissatisfied with any disciplinary decision taken in relation to you, you may refer the matter in writing to the Registrar and Secretary within 10 working days.
3. Should you have any grievance in relation to your employment, you should in the first instance raise it by speaking to your Line Manager. If the grievance relates to your Line Manager, you should raise the matter with the Head of the Organisational Unit.
4. Where disciplinary proceedings are taken against you, the University reserves the right at its discretion to impose upon you a sanction such as transfer, demotion, loss of seniority, loss of increment whether or not the imposition of such a sanction result in a loss of pay. Such sanctions may be imposed in addition to warnings under the disciplinary policy and procedure or as an alternative to dismissal.
5. The University reserves the right to suspend you on full pay for a reasonable time in order to investigate any allegation of misconduct or other disciplinary matter. During such a period of suspension the University may require you to stay away from your place of work and not to undertake some or any of your duties.

# Requirement for Teaching Qualifications

1. The University will review with you, either prior to commencement of employment or shortly thereafter, any qualifications or quality standards (including examination standards and procedures) required for the post that you are to fill and will provide such assistance as it deems reasonable to enable you, if required, to secure requisite qualifications. In the event that you fail to secure requisite qualifications the University may have no alternative but to terminate your employment, and to this end the University reserves the right, in such circumstances, to terminate your employment by giving, in writing, whichever is the greater of either, one month’s notice or one week’s notice for each year of service, up to a maximum of twelve weeks’ notice.

# Health & Safety

1. Your attention is drawn to the University’s Health and Safety Policy Statement <http://documents.manchester.ac.uk/display.aspx?DocID=654> and to your own duties and responsibilities under Health and Safety legislation, including your obligation to comply with the University's procedures and to cooperate with those who have responsibility for health and safety.

# Prior and subsequent agreements

1. This Contract of Employment and any documents expressly incorporated herein constitute the entire terms and conditions of your employment. They cancel and are in substitution for any previous letters of appointment or contracts of employment and all other agreements and arrangements (whether express, implied or deriving from any collective agreement) relating to your employment by the University.
2. The University recognises the UCU for collective bargaining purposes and the following collective agreements directly affect your terms and conditions of employment: Postgraduate Teaching Assistants and Demonstrators Agreement in 2002, covering holidays, statutory sick pay, special leave, disciplinary and grievance and pension.
3. Any changes in the terms and conditions of employment applicable to staff appointed by the University on the terms and conditions set out herein which may be agreed in writing after the date of this Contract between the University and any trade union recognised by the University in respect of such staff shall be incorporated automatically into your Contract of Employment.
4. Any written agreements relating to the terms and conditions of staff appointed on the terms and conditions set out herein which are reached after the date of this Contract between any national employers' body of which the University is at the relevant time a member and any trade unions recognised by that body in respect of such staff will not affect your Contract of Employment unless they are adopted by the University but will, if so adopted, be binding on you.

# Variation

1. The University reserves the right to make amendments to any or all of these terms and conditions of employment in order to reflect the changing needs of the University or to comply with new legislation. Any changes made will be notified to you either personally in writing or by other form of communication within one month of the change.
2. In the event of any conflict between any policies, collective agreements and these terms and conditions, these terms and conditions shall prevail.

# Notice

1. Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or sent to the party at the address given in this agreement or as otherwise notified in writing to the other party.
2. Any such notice shall be deemed to have been received:
3. if delivered by hand, at the time the notice is left at the address or given to the addressee;
4. in the case of pre-paid first-class UK post or other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service
5. in the case of pre-paid airmail, 9.00 am on the fifth Business Day after posting or at the time recorded by the delivery service; or
6. A notice shall have effect from the earlier of its actual or deemed receipt by the addressee. For the purpose of calculating deemed receipt:
7. all references to time are to local time in the place of deemed receipt; and
8. if deemed receipt would occur on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is at 9.00 am on the next business day.
9. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

# Interpretation

1. In this contract "Subsidiary" means any company, association, society or other entity directly or indirectly controlled by the University, for which purpose "control" means either ownership of more than 50% of the voting share capital (or equivalent right of ownership) of such company association, society or other entity or power to direct its policies and management whether by contract, statute or otherwise.

# Jurisdiction

1. This Agreement will be governed by and interpreted in accordance with the law of England and Wales.