



CONDITIONS OF APPOINTMENT AS A PART-TIME MEMBER OF THE ACADEMIC STAFF ON ZERO HOURS CONTRACT

EMPLOYER: THE UNIVERSITY OF LIVERPOOL, LIVERPOOL, L69 7ZX (Tel: 0151-794-2000) (Hereinafter referred to as 'the University')

NAME

POST Open Languages Tutor

DATE OF APPOINTMENT

Please read the conditions of your appointment, sign this form and return it to the Human Resources Department. A copy of the form should be retained for your own information. This appointment is not effective until this form has been signed and returned to the Human Resources Department.

The following conditions are given in accordance with the requirements of the Employment Rights Act 1996. Members of staff are referred to the Human Resources Department web pages at <http://www.liv.ac.uk/~jobs/HOMEPAGE.HTM> for further information on certain of these terms and conditions and for a statement of policy on matters such as promotion and confirmation in appointment. Information contained in the Human Resources Department web pages is for guidance only and does not in any way form part of a Contract of Employment with the University. The information under headings 1-9 below is subject to variation in accordance with any special conditions of appointment which may be given under heading 10.

1. IDENTIFICATION OF PARTIES AND APPOINTMENT BY THE COUNCIL

You will be employed by the University of Liverpool as a member of the academic staff as a Continuing Education Tutor on a zero hours basis in the Department of Continuing Education from (date). Your rate of pay will be £16.23 per hour on the University salary scales. In addition, you will receive payment in lieu of annual leave to the equivalent of 13% for all hours worked.

2. TERMS AND CONDITIONS OF SERVICE

(a) SALARY PAYMENT

The salary referred to under heading 1 is paid monthly in arrears by credit transfers into bank accounts.

(b) HOURS OF WORK

There are no specific hours or work laid down by the University for members of the academic staff. A member of staff will be expected to work such hours as are necessary to carry out the duties associated with the post.

(c) HOLIDAYS

There are no specific conditions relating to holidays or to holiday pay laid down by the University for members of the Part-Time academic staff. Where appropriate, the dates of holidays will be arranged in consultation with the Head of Department concerned.

You will receive payment in lieu of your annual leave entitlement based on 13% of your pro-rata salary confirmed above. This will be paid in monthly instalments for the duration of your contract.

(d) MEDICAL REPORTS

The University may require a member of staff to undergo a medical examination before commencing his/her employment and employment will depend on a satisfactory medical. The University will reimburse any reasonable expense incurred by the applicant.

Members of staff who work where there is an increased risk of infection will be required to attend the Occupational Health Department prior to commencing employment, or on transfer, or in the light of future medical advances, and to undertake any immunisation recommended by the Occupational Health Physician subject to the member of staff having the right to consult his or her own General Practitioner prior to immunisation. The Occupational Health Department will continue to obtain informed consent from all members of staff before vaccinating. Following vaccination, the Occupational Health Department will also continue to inform the member of staff's General Practitioner of each vaccination.

Without derogation from the Statutory Provisions, the University may require a member of staff to undergo a medical examination at any time by writing to the member of staff giving reasons for the request. The onus will be on the University to demonstrate, if asked to do so, that the request is reasonable.

The University reserves the right to take action appropriate to the Medical Report, a copy of which will be made available to the member of staff on request. The member of staff has the right to ask for a second opinion, which will be given consideration by the University, and any reasonable travelling expenses and time off for the examination will be granted.

(e) SICKNESS AND SICK PAY

When members of staff are absent from duty through illness during a University term or vacation, they must at once report this to their Head of Department, who will inform the Payroll Section. Arrangements for payment during sickness are at the discretion of the University.

The payment made will incorporate Statutory Sick Pay (SSP) and the member of staff must produce such evidence of incapacity as the University may require. Where a member of staff is excluded from SSP, notification will be given on the forms SSP1 which will enable the member of staff to claim State Sickness Benefit from the Department for Work and Pensions. In such cases, payment during sickness will take account of any benefit to which the member of staff is entitled. If the illness of a member of staff is likely to be prolonged, an application for leave of absence should be submitted by the Head of Department concerned through the Deputy Vice-Chancellor to the Council.

A member of staff who is absent as a result of an accident is not entitled to payment during sickness if damages for loss of earnings are receivable from a third party. In this event, the University may, having regard to the circumstances of the case, advance to the member of staff an amount during the absence following the accident, on the understanding that the member of staff must undertake to refund from any damages received, the total amount of the payment or such part thereof as the University may determine, having regard to the amount of damages recovered.

The requirement to refund payments from damages received does not extend to any sum awarded by the Criminal Injuries Compensation Board or any non-salary related compensatory awards.

- (f) **MATERNITY LEAVE**
The University has adopted a scheme for maternity leave for members of staff. Details of the scheme may be obtained from the Human Resources Department, Hart Building, or from the Human Resources Department web pages.
- (g) **SUPERANNUATION**
As allowed in legislation, a member of staff will be deemed to be in membership of the Universities Superannuation Scheme (USS) from the date of his or her appointment unless written notification to the contrary is received by the Pensions Department within three months of, the commencement of the appointment.
- Under the provisions of the USS, members of staff presently contribute a percentage of their pensionable salary and the University contributes such sums as may be required to maintain the full benefit of the scheme. If a member of staff opts out of the scheme, eligibility will be reassessed in accordance with government workplace pension regulations.
- Members of Staff of the Faculty of Health and Life Sciences will be deemed to be in membership of USS from the date of his or her contract. However if at the time of appointment the employee has been a member of the National Health Service Pension Scheme (NHSPS) in the previous 12 months he or she may apply to remain in the NHSPS providing they do so within three months of their appointment. Further details can be provided by the Pensions Team (www.liv.ac.uk/hr/pensions)
- Membership of the USS and the NHSPS constitutes membership of an occupational pension scheme for which Contracting-out Certificates have been issued under relevant legislation.
- Further information regarding the USS Pensions scheme can be found at (www.liv.ac.uk/hr/pensions)
- If you are already in receipt of a Pension from USS you will be enrolled into NEST (National Employer Savings Trust), subject to the criteria laid out in government workplace pension regulations. Please contact the University Pensions team for further information (www.liv.ac.uk/hr/pensions)
- (h) **CHANGE OF ADDRESS/CHANGE OF NAME**
Members of staff must immediately notify their Head of Department and the Human Resources Department in writing of any change of address or change of their name.
- (i) **NOTICE**
Your appointment is for the fixed-term indicated above. However, either side may terminate it within that period by giving three months' notice in writing, terminating at the end of a month in which a University term ends or on 30 September. You should submit your resignation letter to the Head of Department/School and a copy to the Human Resources Department.
- 3. OUTSIDE WORK**
A member of the Part-Time academic staff may accept remuneration for work other than work for the University (including a reasonable amount of examining and literary work, work under the auspices of the Centre for Lifelong Learning, or work on Government sponsored committees, provided that the work does not conflict with the duties of the office held by the member of staff) with the permission of, and under conditions approved by, the Outside Work Committee of the Council. In addition, permission may be given for any work which, although unpaid, involves the giving of professional advice to an organisation or individual outside the University.
- 4. DISCIPLINARY RULES AND PROCEDURES**
Any member of staff may be removed from his or her appointment for 'good cause' by the Council. 'Good cause' when used in reference to such removal is defined in accordance with the provisions of Statute 37, Clause 5. Any person removed for 'good cause' under these provisions shall have a right to appeal to the Court.
- 5. GRIEVANCE PROCEDURE**
Members of staff who have any grievance relating to their employment should raise it in the first instance with the person to whom they are responsible for their work. If the matter is not settled to their satisfaction they should take up the matter with their Head of Department. Failing satisfaction at this level, they should then write to the Deputy Vice-Chancellor, setting out details of the grievance in full, and of the steps which they have taken in the matter so far. The Deputy Vice-Chancellor will normally refer the matter for consideration by the appropriate body or person within the University and the decision of that body or person will be communicated in writing to the member of staff concerned. As a final stage, a member of staff may appeal to the Council of the University to exercise the power conferred upon it by the Statutes of the University to 'consider, adjudicate upon and, if thought fit, redress any grievance of the Officers of the University, the academic staff, the Deputy Vice-Chancellor, the Librarian, other persons holding office in the University, the graduates, the undergraduates and other students and the non-academic staff who may for any reason feel aggrieved otherwise than by an act of the Examiners duly appointed under Statute 32'. (Statute 23, Clause 24).
- 6. RETIREMENT**
The University does not have a default retirement age. Employees who wish to retire will be able to do so by following the normal notice procedure used for resignations, including providing the appropriate notice period of 3 months as stated previously in this contract. Advice on pension matters is available from the pensions team.
- 7. DUTIES: Academic Staff other than Professors**
Subject to the Statutes, Ordinances and Regulations of the University and to the control of the Council, the Senate and the Board of the Faculty concerned, it shall be the duty of members of the academic staff:
- (a) to apply themselves to research and to the advancement of knowledge;
 - (b) to give such instruction and to take such part in University examinations as shall be assigned to them;
 - (c) to perform such administrative duties within their Department as shall be assigned to them.
- 8. RESEARCH**
It is a condition of appointment that members of the University staff who are on the Medical or Dental Register who intend to engage in, or are engaged in research which will involve patients under treatment, or volunteers, be members of one of the Medical Defence Organisations.
- 9. OFFERS OF APPOINTMENT**
No member of the University apart from the Deputy Vice-Chancellor has authority to make any offer to, or to notify any change, in the terms and conditions of appointment of, any new or existing member of staff. If any member of staff purports to make any offer or effect any change in the terms and conditions of appointment as aforesaid, the University will not be bound by any such offer or change.
- 10. SPECIAL CONDITIONS**
The following special conditions are attached to your post:

I, the undersigned, on my acceptance of appointment as a member of the staff of the University of Liverpool, hereby undertake to observe the Constitution of the University as set forth in the Charter and in the Statutes for the time being and I agree to the terms and conditions of the appointment as set out above and/or in the letter of appointment attached.

Date **Signed**