

Sessional Teaching Payroll (STP) University of Warwick

Welcome to the Sessional Teaching Payroll. The following terms cover any assignment undertaken through STP for the University of Warwick. These terms are in accordance with current employment legislation and may be reviewed from time to time to meet any changes in legislation or STP policy.

The terms have been prepared around a number of key principles:

- Support a structured, tailored approach to professional development
- Provide greater clarity and transparency over the availability of teaching opportunities
- Create an easy to access record of work completed to support CV development
- Operate a simpler, more professional system for hourly paid and sessional teaching staff.

In addition to these terms, your individual assignment contract email will cover all the specific details pertinent to your assignment. This will be made available to you from STP when the offer of an assignment is made.

It is important that you read and understand the detailed assignment terms. If you have any queries or concerns, please raise these with your department contact and/or a member of the STP team. These general terms, together with the detailed assignment contract, constitute the entire agreement between you and STP and supersede any previous agreements or understandings.

Having received these terms and the assignment contract, should you begin your assignment you will be deemed to have accepted these terms. You are also consenting to the use and processing of your personal data in accordance with the Data Protection Act 1998, for purposes relating to STP, which may include disclosure for statutory reasons or to third parties such as HESA.

General Assignment Terms and Conditions

1. Hours of Work

The exact number of contracted hours per week/month/term will be detailed in your assignment contract and will be an agreement between you and the academic department. Furthermore, the assignment contract will detail the estimated total contracted hours for the duration of your assignment, providing a breakdown of the activities included within that total, e.g. contact hours, preparation, office hours, etc.

The assignment terms and the linked assignment contract govern each assignment undertaken through STP. The contract exists only for the period of time stipulated between the start and end dates subject to any notice being served by either party. All assignments are for temporary work and there is no obligation for further work to be offered or accepted on the part of either party. You are able to apply for fixed term or open ended employment at any time. All such opportunities are advertised on the University website.

2. Place of Work

Your normal place of work for the assignment will be on the University of Warwick campus unless otherwise stated.

3. Rate of Pay

Your rate of pay will be outlined in your detailed assignment contract, and will cover all activities contained within that assignment. These rates have a clear link to the University of Warwick pay framework. STP pay rates will be adjusted to take account of any nationally negotiated pay award which is implemented during your assignment. In addition to this payment you will receive accrued holiday pay.

4. Holiday Pay

You will accrue holiday pay with every hour that you work on an assignment. This will be accrued on a pro rata basis calculated on a base of 28 days per annum inclusive of statutory and public holidays. Holiday pay can be claimed by going to the STP pages of the Human Resources website. The holiday year runs from 1 October to 30 September and holiday entitlement cannot be carried forward to future holiday years.

To redeem your holiday pay accrual, you need to log into your Warwick IT account, go to the Human Resources STP web pages and submit an online holiday pay claim. You cannot make claims in any other way. Holiday pay will be paid in the next available payroll. You will agree in advance any holiday periods with your departmental contact, normally giving a minimum of 7 days' notice. Requests for holiday at times during your assignment contract where you are due to teach or be available to students are unlikely to be granted, unless in exceptional circumstances.

5. Payment

Once you have completed the appropriate payroll documentation with STP you will receive your assignment contract and terms, along with information detailing how to submit your hours of work.

You will be paid by direct transfer into your bank account on a monthly basis, payable on the last working day of each month. Your payment schedule can be viewed on the STP web pages accessed via Human Resources. Deductions will be made in respect of Income Tax, National Insurance Contributions and any other deductions which it may be required by law to make. Pay slips will be posted out to the address you provide.

You will need to submit hours for approval by your department contact by Monday 12 noon for any work undertaken in the previous week. This is done by logging into your Warwick IT account, going to the Human Resources STP web pages, selecting your current assignment(s) and submitting the relevant hours. Your department contact will then confirm these hours with us. Please submit hours as soon as possible after work has been completed so that we can ensure you are paid promptly. Unless otherwise agreed, hours should normally be submitted no later than 4 weeks after completion of the work being undertaken to ensure that working hours can be accurately verified. Any queries or discrepancies should be notified to the STP office as soon as possible.

6. Deductions

If STP has made an overpayment to you of any monies, you agree that STP is entitled to make the relevant deduction from your subsequent payment(s).

7. Reimbursement of Expenses

You are entitled to claim reimbursement for expenses you incur during the proper delivery and performance of your assignment, in line with the University's Expenses Policy. A copy of the University Expenses policy can be accessed online through the University website or from your Head of Department.

8. Termination / Notice Period

If you wish to give notice to terminate this agreement you are required to give one month's notice in writing to STP with a copy to your departmental contact. Similarly, where advised by the departmental contact, STP will provide you with one month's notice in writing should there be a need to terminate this assignment prior to the end date outlined above.

Notice of termination as outlined above only applies during the period of the assignment. Unless extended by mutual agreement or notice given, the assignment will terminate automatically no later than the end date as stated in the terms, as this is the end date of the assignment.

9. Pension

Under government pension legislation (auto enrolment), STP may be required to place you automatically into an appropriate work place pension scheme. An assessment will be made as to whether you fulfill the criteria for auto enrolment and we will write to you confirming the outcome of this assessment and the impact on you personally. If you do fulfill the auto enrolment criteria, you will be auto enrolled in the pension scheme and the relevant pension contributions will be deducted from your pay unless you choose to opt out.

The scheme that you would be automatically enrolled into would be the Universities Superannuation Scheme (USS).

Detailed pensions terms:

If you are automatically enrolled and wish to opt out of pension scheme membership altogether can do so by completing the form which can be found on www.uss.co.uk. Opt out forms should be signed and sent to the Pensions team within one month of being automatically enrolled. You will be opted out within one month of your form submission and any deductions will be refunded to you as if you had never been in the scheme. If your form is not received within the correct time frame, you will be made a leaver from the scheme but your contributions may not be refunded.

Your membership and rights under USS are subject to the rules of USS from time to time in force and at the discretion of the trustee of USS.

10. Benefits

Where qualifying conditions are met, you are entitled to statutory provisions in respect of adoption, maternity, paternity and sick pay. If for whatever reason you are unable to attend work, you must telephone your departmental contact or the STP team as soon as possible but no later than one hour minimum before your work on the relevant day is due to start.

11. Dignity at Warwick

Everyone has the right to be treated with dignity and respect at all times and whilst undertaking an assignment through STP individuals are required to conduct themselves in accordance with this principle.

You should expect to be treated with dignity and respect whilst working on a STP assignment and, in return, you are expected to promote the University's Single Equality Scheme and Dignity at Warwick policies, copies of which are available online or from the Human Resources Department. Harassment and victimisation in the workplace will not be condoned.

12. Development / Training and Performance

During your assignment, your performance will be reviewed and monitored by an academic member of the department.

STP is committed to giving you access to professional development and training both in teaching and learning and in general skills development. If required, you must participate in any general mandatory training or development activities during your assignment. Where appropriate, the Learning and Development Centre (LDC) will provide learning opportunities online which improve access to opportunities for those working flexibly.

13. Eligibility to Work in the UK

Your temporary assignment is offered and is conditional on you providing proof of your permission to work in the UK as required by the Immigration, Asylum and Nationality Act 2006. From 16 May 2014, the Government introduced changes to the types of documents that need to be checked and copied by STP to obtain the statutory excuse. STP will contact you should a temporary assignment be offered to arrange this.

If applicable, you must also adhere to the restrictions of your visa when undertaking paid employment. Further information is available by going to the STP pages of the Human Resources website.

14. Disclosure and Barring Service Check

Certain roles within University of Warwick departments contractually require a Disclosure and Barring Service (DBS) check and this will have been specified in the assignment details. In accordance with the University policy, you may therefore be required to undertake a check by the DBS before you are permitted to undertake work involving contact with children or vulnerable adults. STP uses an external third party to process DBS checks, however all information is managed with complete confidentiality.

15. Special Arrangements

If you require any special arrangements to be made for your assignment on account of a disability or other health-related condition, please contact STP and/or your departmental contact.

16. General Policies

Any grievance you may have in relation to this assignment should be raised in the first instance with the Head of Department. A grievance procedure is available from Human Resources upon request.

The Head of Department will be responsible for dealing with any disciplinary matters or those relating to performance. A disciplinary procedure is available from Human Resources on request.

Whilst undertaking the assignment you have a statutory duty to comply with all health and safety policies and procedures laid down by the Head of Department and the University.

If you frequently use display screen equipment (DSE) then you may wish to contact STP to understand what options are available to minimise any risks associated with DSE use.

You are required to abide by the following details on Intellectual Property and Confidentiality Rights

17. Intellectual Property Rights

You are required to abide by the following details on Intellectual Property Rights.

In the UK, all workers are subject to the provisions of the Copyright Designs and Patents Act 1988 and the Patents Act 1977. The basic principle is that the organisation contracting work will normally own the intellectual property rights to any work generated by individuals undertaking an assignment in the normal course of the delivery of that work.

If at any time during your assignment, including any work which counts as part of your continuous period of work, you make, discover, design or acquire possession of, or have made, discovered, designed or acquired possession of any research, process, secret, design, drawing, mark, computer software, technical or technological information of any nature whatsoever, or any invention which belongs to the University in accordance with the Patents Act 1977, which relates to or concerns any of the research, investigations, products or services supplied by the University you will, without delay and before publishing the same, communicate all available information relating thereto (with all necessary plans or models) to the University whereupon such Intellectual Property and all intellectual property rights or other rights therein and the benefit thereof will be the sole and absolute property of the University or such other company or organisation as the University shall have so specified. The benefits of exploitation will be shared in accordance with Financial Regulation 13 paragraph 13.3.

18. Confidentiality

You are required to abide by the following details on Confidentiality Rights.

All records, documents and other papers (including electronically-held documents), together with any copies or extracts from these, made or acquired by you whilst working at the University, shall be the

property of the University and must be returned to the University on the termination of your assignment.

You must seek at all times to prevent the unauthorised disclosure of Confidential Information. At any time during the delivery of this assignment or following, you shall not, except as authorized by the Head of Department or required by your duties under the assignment contract, use, divulge or communicate to any person, firm, company, or other organisation whatsoever any confidential information belonging to the University of Warwick or to its students, clients, customers or suppliers, which you may receive or obtain whilst undertaking the assignment. This restriction shall cease to apply to any Confidential Information which may subsequently come into the public domain other than by way of unauthorised disclosure. If you are unsure what is 'confidential', you should ask your line manager for guidance. Information can also be obtained through STP.

19. Trade Union Membership

You are able to join a trade union of your choice if you wish to do so, and you are entitled to be individually represented by an elected trade union representative. You are able to take strike action if you choose if there is a dispute between your union and the University, but you must give prior notice if you intend to take strike action as indicated above.

20. Professional Standards and Conduct

Whilst undertaking assignments, you agree to adhere to professional standards of conduct, respect confidentiality of any information you come into contact with and keep both STP and your department contact fully informed of any problems encountered. You are not obliged to accept any assignment we offer, but if you choose to do so, during every assignment and afterwards where appropriate:

- a) You will co-operate with the department's reasonable instructions and accept the direction and supervision of any appropriate person in the department.
- b) You will observe any relevant rules and regulations of the department (including normal hours of work) to which attention has been drawn or to which you might reasonably be expected to assent.
- c) You will comply with all policies and procedures of the department, including without limitation those relating to use of information technology; information security; and the protection of personal data, and it is your responsibility to make yourself aware of such policies and procedures.
- d) All intellectual property conceived or made by you (either alone or with others) in the course of any assignment will belong to the department and you must assign all of your rights, title and interest in any such intellectual property to the department or its nominee.
- e) If requested to do so, you must promptly execute any documentation which the department may deem necessary to give effect to the provision in paragraph (d).
- f) You will not engage in any conduct detrimental to the interests of the department or the University.
- g) You will not at any time divulge to any person, nor use for your own benefit, any confidential information relating to the department or the University's employees, business affairs, transactions or finances.
- h) In carrying out the assignment, you will not copy or use any intellectual property which is

owned by a third party (unless you are expressly requested to do so and can evidence such authorisation if required to do so to our reasonable satisfaction) or divulge or publish any confidential information belonging to a third party. You shall indemnify the University against any loss or damage suffered, or costs or expenses incurred by it (including reasonable legal and professional costs) as a result of your breach of this clause 11(g) or (h).

21. Working Time Regulations

For the avoidance of doubt and for the purposes of the Working Time Regulations, your working time shall only consist of those periods during which you are carrying out duties or activities on behalf of the department and as part of the assignment. Time spent travelling to the University or your designated place of work if different than the University, lunch breaks and other rest breaks shall not count as part of your working time for these purposes, unless otherwise agreed in writing.

If your hours of work, including any hours worked outside the University, will exceed 6 hours you must incorporate a non-working break (unpaid) of at least 20 minutes at some time other than the beginning or end of the working day.

You must take a rest period of at least 11 consecutive hours between each working day, and once a week, averaged over 2 weeks, the 11 hour period must be extended to 35 consecutive hours rest.

22. Induction and Mentoring

On commencement of an assignment the department contact will complete an induction process with you. If you require any further advice or support in relation to this, please contact the STP team. The department is responsible for all mentoring and day to day support needed for you to undertake your work effectively.

23. University Property

At the end of your assignment you must return to the University any property in your possession that you have acquired during the course of your assignment.