

STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT - PART TIME HOURLY PAID LECTURERS

1 **THE EMPLOYER:** BOURNEMOUTH UNIVERSITY HIGHER EDUCATION CORPORATION

2 **JOB TITLE:** PART-TIME HOURLY PAID LECTURER

3 **CONTINUOUS EMPLOYMENT DATE:**

Continuous service will be determined in accordance with your statutory rights.

4 **DUTIES AND HOURS OF WORK**

You will perform pedagogic work, including preparation, teaching, tutorial and/or seminar duties, set and mark homework, course work and examinations as directed by the Executive Dean, Head of Department or nominee, and undertake such other associated administrative duties as may be required from time to time.

You are expected to work flexibly and efficiently, and to maintain the highest professional standards in discharging your responsibilities and in promoting and implementing the corporate policies of Bournemouth University Higher Education Corporation ("the University").

You are 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 students and employees.

Details of the class(es) and the time(s) agreed to date are as stated in your letter of appointment.

It is essential that you actually commence your class(es) at the stated time and do not terminate the class(es) early. This means that you must be at the University before time to collect registers and have your room ready. Late starts lead to even later attendance by students.

Where a lecture or practical is completed before the end of the prescribed period the time should not be wasted, but used for revision or discussion purposes.

If it is necessary for the University to suspend or cancel a class for a reason beyond the control of yourself, the University will give you advance notice, wherever possible, and endeavour where appropriate to find a mutually acceptable alternative date or time for the class concerned.

The University reserves the right, depending on the needs of the course(s), to close or amalgamate any classes and to modify the hours of engagement or to discontinue an engagement upon any closure, re-organisation or amalgamation of class(es).

Subject to the needs of courses, it may be possible to offer you work in addition to the teaching duties you have already agreed to undertake, as stated in your letter of appointment. Should this be the case you are under no obligation to accept.

5 **PLACE OF WORK**

Your principal place of work will either be the Talbot or Lansdowne Campus. However, you may be required to work in any part or group of the University or as otherwise required by the due performance of your duties and responsibilities (e.g. fieldwork).

6 **HOLIDAYS**

Your entitlement to paid leave is calculated on an equivalent basis to full-time lecturers but for your convenience is paid at the same time as each hour that you work. The hourly rate quoted in your letter of appointment is, therefore, made up of the teaching rate and also a proportion of holiday pay. It is deemed that you take leave during periods that you are not working.

7 **REMUNERATION**

Your hourly rate of remuneration is shown in your letter of appointment and is made up as indicated below. It is payable monthly by credit transfer in arrears of receiving your claim form(s).

HND/Undergraduate/Postgraduate teaching rate from **1 Aug 2019**:

£40.26 per hour	Plus £6.20 per hour holiday pay	Total £46.46 per hour
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Exam Marking and Assessment Board Attendance

£24.16 per hour	Plus £3.72 per hour holiday pay	Total £27.88 per hour
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If you have been overpaid salary or expenses, the University will make appropriate deduction(s) from your salary in order to recover any overpayment(s).

8 **ABSENCE**

If you are prevented for any reason from reporting for duty, please notify the Faculty immediately giving the likely duration of absence if known.

9 **SICKNESS**

Subject to the provisions of the Sick Pay and Sick Leave Scheme, you are entitled to time off with pay for up to one month in the academic year if you are absent through illness or injury.

Statutory Sick Pay (SSP) may also be payable providing your average earnings are not less than the National Insurance lower earnings limit. Your qualifying days for SSP purposes are the actual days in a week on which you normally work. SSP is payable from the fourth qualifying day of a continuous period of sickness.

If you wish to claim sick pay, salary claim forms must be submitted in the usual way, but you must ensure that the claim is marked "Sick Claim" and that no figure of hours is entered for the respective days of absence. Enter the letter 'S' instead against those days you would normally have worked. It will then be assessed whether you are entitled to sick pay.

To enable sick pay to be paid, you must complete a sickness declaration form on the fourth calendar day of sickness and from the eighth calendar day of sickness doctors statements must be provided to cover all further days of illness. These documents must be given to your Faculty Office for onward transmission to Human Resources and the Payroll Supervisor.

10 **MATERNITY LEAVE AND PAY**

If you become pregnant, you will receive any Statutory Maternity Leave and Pay for which you are eligible and you may be entitled to return to work after you have had your baby. The details and

the procedures with which you must comply in order to exercise your rights are available from Human Resources.

11 WORK OUTSIDE THE UNIVERSITY

Any employment with another employer should not interfere or conflict with your contractual duties for the University. If you are uncertain or in doubt as to whether or not potential conflicts of interest might arise, the matter should be discussed with the appropriate Senior Academic at the earliest opportunity to seek clarification.

12 CONFIDENTIAL INFORMATION

You shall not, except as authorised by the University or required by your duties hereunder, use for your own benefit or gain or divulge to any persons firm company or other organisations whatsoever any confidential information belonging to the University or relating to its affairs or dealings which may come to your knowledge during your employment. This restriction shall cease to apply to any information or knowledge which may subsequently come into the public domain other than by way of unauthorised disclosure.

All confidential records, documents and other papers (together with any copies or extracts thereof) made or acquired by you in the course of your employment shall be the property of the University and must be returned to it on the termination of your employment.

Confidential information must be determined in relation to individual employees according to their status, responsibilities and the nature of their duties. However, it shall include all information which has been specifically designated as confidential by the University and any information which relates to the commercial and financial activities of the University, the unauthorised disclosure of which would embarrass harm or prejudice the University. It does not extend to the information already in the public domain, unless such information arrived by unauthorised means.

Notwithstanding the above the University affirms that academic staff have freedom within the law to question and test received wisdom, and to put forward new ideas and controversial or unpopular opinions, without placing themselves in jeopardy of losing their jobs and privileges they have at the University.

13 COPYRIGHT

Subject to the following provisions, the University and you acknowledge sections 11 and 15 of the Copyright, Designs and Patents Act 1988.

All records, documents and other papers (including copies and summaries thereof) which pertain to the finance and administration of the University and which are made or acquired by you in the course of your employment shall be the property of the University. The copyright in all such original records, documents and papers shall at all times belong to the University.

The copyright in any work or design compiled, edited or otherwise brought into existence by you as a scholarly work produced in furtherance of your professional career shall belong to you. 'Scholarly work' includes items such as books, contributions to books, articles and conferences papers, and shall be construed in the light of the common understanding of the phrase in higher education. The copyright in any material produced by you for your personal use and reference, including as an aid to teaching, shall belong to you.

However, the copyright in course material produced by you in the course of your employment for the purposes of the curriculum of a course run by the University and produced, used or

disseminated by the University shall belong to the University, as well as the outcomes from research specifically funded and supported by the University.

The above sub-clauses shall apply except where agreement to the contrary is reached by you and the University. Where a case arises, or it is thought that a case may arise, where such agreement to the contrary may be necessary, or where it may be expedient to reach a specific agreement as to the application of the above sub-clauses to the particular facts of the case, the matter should be taken up between you and your Head of Department. By way of example, this sub-clause would apply where any question of assignment of copyright or of joint copyright may arise; other examples and guidance may be contained from time to time on the staff intranet.

14 **PENSION**

Membership of the Teachers' Pension Scheme (TPS) is automatic for academic staff aged under 75 and you will be entered into the TPS from your first day of work, but you have the right to opt out. Further details are contained in your offer letter.

The TPS is contracted out of the State Second Pension Scheme.

15 **DISCIPLINE**

Details of the disciplinary rules and procedures are included on the staff intranet.

16 **GRIEVANCE**

If you have a grievance relating to your employment you are entitled to make use of the Grievance Procedure which is explained on the staff intranet.

17 **DATA PROTECTION ACT 1998**

Bournemouth University has a responsibility for processing information in accordance with the requirements of the Data Protection Act 1998. Information held about staff may include some data which is classified as 'sensitive' under the Act, ie Race and ethnic origin, Membership of a Trade Union, Physical or mental health or medical condition, criminal record (relevant to some roles, eg Nursing or Midwifery). You have a right of access to your personal record under the Act. Further information is available on the staff intranet. or queries should be addressed to the Human Resources Department. By confirming acceptance of this contract you will give your consent to the processing of such information, including 'sensitive' information, as may be necessary for the proper administration of your employment.

18 **TERMINATION OF EMPLOYMENT**

This appointment will terminate in one of the following circumstances, whichever should occur first:

The appointment will terminate automatically at the end of your teaching and related duties in this academic year.

Except in the case of probation or dismissal for gross misconduct, the appointment may be terminated by your giving the University one month's notice in writing or by the University giving you one month's notice in writing.