

Terms and conditions of employment for fractional teaching staff of SOAS University of London

1 Introduction

- 1.1.1 The following terms and conditions of service apply to fractional teaching staff (“staff”) employed by SOAS University of London (“the School”).
- 1.1.2 These terms and conditions form part of your contract of employment and are supplementary to the written statement of employment particulars.
- 1.1.3 These terms and conditions and the procedures and policies referred to herein are subject to review and amendment by the School from time to time, following consultation with the recognised trade union for your grade of staff.
- 1.1.4 In this document “fractional staff” or “staff” means fractional teaching fellows, fractional senior teaching fellows, graduate teaching assistants (GTAs) and language teachers.
- 1.1.5 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

2. Conditions of Appointment

2.1 *Eligibility to work in the United Kingdom*

- 2.1.1 It is a fundamental term of employment that staff must have permission to undertake employment under UK immigration law and, where applicable, that they have and continue to hold valid and appropriate immigration clearance or leave to remain.
- 2.1.2 Members of staff must produce original documentation to evidence their right to undertake this employment prior to commencing work. Original documentation confirming continuing eligibility to work must also be provided where appropriate.
- 2.1.3 No individual shall be entitled to commence work until such time as their eligibility to work has been checked and verified by the School.
- 2.1.4 Members of staff must notify the School immediately if they cease to be entitled to work in the UK.
- 2.1.5 Should a member of staff fail to produce appropriate documents or should he/she for whatever reason have his/her immigration clearance revoked, the School reserves the right to terminate the member of staff’s contract of employment.

2.2 *Verification of Qualifications*

- 2.2.1 If your qualifications have not been previously verified by the Human Resources Directorate, and where requested to do so, please send the Human Resources Directorate copies of any academic qualifications, vocational certificates and professional memberships required for your role. The School may terminate your employment with or without notice depending on the particular circumstances if you do not produce evidence that you hold the required qualifications, certificates or professional memberships.

2.3 *Probation*

- 2.3.1 The probationary period for new staff is 6 months.
- 2.3.2 The probationary period may be extended if the School considers it necessary. The end of the probation period will be confirmed in writing by the Human Resources Directorate. Further information is available on the HR website: <https://www.soas.ac.uk/hr/procedures/>

2.4 *References*

- 2.4.1 Appointments at the School may be conditional upon the receipt of satisfactory references. Should this be the case, you will be informed. Where employment is conditional upon the receipt of satisfactory references, the School may terminate your employment either with or without notice depending upon the particular circumstances if any reference falls short of the School’s requirement. The School’s decision is final as to whether your reference meets the required standard.

3. Salary

- 3.1 Your initial salary, grade and salary scale point are specified in the written statement of employment particulars. Details of the School's current salary scales are available on the School's webpages: <https://www.soas.ac.uk/hr/staffinfo/payscales/>
- 3.2 The School shall be entitled to deduct from your salary or other payments due to you, any money which you may owe the School at any time. The School will notify a member of staff prior to making a deduction and provide a written explanation of the deduction.

4. Annual increments

- 4.1 The normal annual incremental date is 1 August.
- 4.2 Eligible staff receive an automatic incremental increase each year, until they reach the maximum of the salary scale associated with the post to which they are appointed.
- 4.3 Once appointed, a member of staff (if in post on 31 January) will move to the next scale point on the salary scale each year on 1 August until they reach the maximum of the scale (excluding any contribution points).

5. Job duties and responsibilities

- 5.1 Your role responsibilities will be as outlined in your job description, which forms part of your contract of employment. Job descriptions should be reviewed regularly to ensure that they are an accurate representation of the post. Following consultation, job descriptions may be amended at any time in accordance with the needs of the School. If the activities that you undertake change, you will receive a contract variation that reflect the changes to your job and any changes to salary. If you are concerned about this process, you have the right to consult with your trade union representative.
- 5.2 Your duties will include teaching and marking for the study session(s) for which you have been nominated and your duties are outlined in your job description including your core duties which are fundamental to your employment. The study session(s) for which you have been nominated may vary over time according to student uptake. Fractional job descriptions can be found online at: <https://www.soas.ac.uk/hr/fractional-teachers/>
- 5.3 You are expected to work flexibly and efficiently to maintain the highest professional standards and to act in accordance with the rules and regulations in the School.

6. Hours of work

- 6.1 The hours of work are calculated as a percentage of the full time equivalent. A full time contract (1.0FTE) is 1524 hours per annum (excluding holiday and meal breaks).

6.2 *Contact teaching hours*

Your contact teaching hours are subject to a multiplier (determined by your grade).

The multiplied hours cover duties of class preparation and administration, directly related to the teaching contact hours to which they refer.

For Fractional Teachers appointed on Grade 6

Contracted contact teaching hours are subject to a multiplier of 2.5 with a maximum of 550 contact teaching hours per annum. This means for every 'contact' teaching hour with students, you will be paid for a further 1.5 hours to undertake preparation and administration.

Full details on the multiplier can be found in the School's [Fractional Teaching and Scholarship Staff Policy](#), as updated from time to time.

For Fractional Teachers appointed on Grade 7 or above

Contracted contact teaching hours are subject to a multiplier of 3 with a maximum of 500 contact teaching hours per annum. This means for every 'contact' teaching hour with students, you will be paid for a further 2 hours to undertake preparation and administration.

Full details on the multiplier can be found in the School's [Fractional Teaching and Scholarship Staff Policy](#), as updated from time to time.

For Language Centre staff

In addition to classroom teaching, you may be required to cover other teaching-related tasks for the language section, as set out in the job description and in agreement with your line manager. These tasks may be individual or form part of a collective contribution. You are contractually responsible for completing tasks related to the language provision in the Language Centre up to your maximum total multiplied working hours in any one year. Some of this work may be conducted offsite, in agreement with your line manager. Office hours for tutorials are included in the multiplied hours for accredited courses.

6.3 Plain time hours

For Fractional Teachers appointed on Grade 6 or 7

Office hours for tutorials and lectures will be paid at plain time rates in accordance with the School's Fractional Teaching and Scholarship Staff Policy.

Plain time hours are also allocated for activities including initial course preparation, examination board attendance, lecture attendance, attendance at departmental meetings and marking, where required by your Heads of Department and confirmed in advance by your employing department.

Any plain time payments for assessment will normally be paid on submission of an authorised claim and will not be included in the total plain time hours specified above, unless advised otherwise by your department.

For Language Centre staff

Plain time hours are allocated for activities such as attendance at Open Day information stands, placement testing, giving 'Language Taster' sessions, etc. Some of this work may be done offsite in agreement with your line manager. The activities for which you are being paid plain time hours will be notified to you by your line manager following consultation with you. Your days and times of work are stipulated by your line manager, following consultation with you.

6.4 The pattern of work may vary with the expectation that the contractual time commitment is achieved with reference to the full calendar year. The exact working pattern is for agreement with the line manager.

6.5 The School's standard working hours are Monday to Friday, between 8.00am and 6.00pm. The Language Centre's current normal opening hours are Monday to Friday 8.30am to 9.00pm and Saturday 9.00am to 6.00pm and Language Centre staff can be asked to work for the Language Centre at any time within these opening hours.

7. Holiday

7.1 Leave entitlements

7.1.1 The leave year runs from 1 October until 30 September. Full time staff are entitled to 30 days' leave (210 hours) a year.

7.1.2 These days are offered in addition to such days as the School is customarily closed and to bank and public holidays normally observed in England and Wales (8 per year, 56 hours).

7.1.3 These entitlements are *pro rata* for part-time staff. You will accrue leave at a rate of 16.4% of each hour worked (equivalent to 9.84 minutes per hour). This rate is inclusive of annual leave, bank holidays and closure days.

7.2 Timing of leave

7.2.1 All accrued leave would normally be taken during School recess periods and may only be taken on days when you are not scheduled to teach.

7.2.2 Your holiday pay does not form part of your remuneration in respect of any period of work. It is paid in respect of your period of leave and is normally paid during School's recess periods when your holiday is deemed to be taken.

7.3 Entitlement to leave at the start and end of employment

7.3.1 In the annual leave year in which employment commences or terminates, leave entitlement accrues on a *pro rata* basis on the basis of $\frac{1}{12}$ of your yearly holiday entitlement (calculated to the nearest half day) for each completed month of service in that holiday year.

If, on the termination of employment, a member of staff has exceeded their accrued leave entitlement, the School is entitled to deduct the excess from any payments due, including payment of salary.

- 7.3.2 If, on the termination of employment, a member of staff has remaining accrued leave entitlement, this may be taken in the notice period (subject to operational requirements) or may be paid in lieu in the final salary.

7.4 **Special leave**

- 7.4.1 In circumstances where members of staff's religious beliefs require them to be absent at times outside of statutory holidays, the Head of Department will be expected to approve appropriate time off as special leave. Where the course convener decides that any classes missed need to be taught by the employee, the employee is required to reschedule these classes on their return to work, where practicable, without additional payment.

- 7.4.2 All applications for special leave (e.g. unpaid leave etc.) must be made through the Head of Department.

- 7.4.3 Further information on annual and special leave can be obtained from the Human Resources website at: <https://www.soas.ac.uk/hr/>

7.5 **Sickness and annual leave**

- 7.5.1 Staff who are on sick leave will accrue annual leave at their contractual rate (see above) as long as they are receiving pay. Staff who are on unpaid sick leave will only accrue annual leave at the statutory rate of annual leave, (including any leave accrued during paid sick leave).

- 7.5.2 Staff who suffer sickness or injury while on annual leave must obtain a medical certificate if they wish this to be considered as absence due to sickness. Staff are regarded as being on sick leave from the date specified on the Fitness for Work medical certificate and may take the balance of their leave at a later date after returning to work (subject to annual leave provisions stated above and School Annual Leave Procedure).

8. **Sick Pay**

- 8.1 Staff must advise their Head of Department of absence from work through sickness or injury by 10am on the first day of absence and are required to follow the School's reporting procedures for absence. Absence procedures (as updated from time to time) are available from the Human Resources Directorate website; <https://www.soas.ac.uk/hr/procedures/>

- 8.2 Failure to give notification and provide certification of sickness absences may result in loss of pay.

- 8.3 A member of staff who is absent from work due to illness shall be entitled to occupational sick pay as follows (pro-rata for part-time staff):

Length of service	Full pay (pro rata)	Half pay (pro rata)
During the first three months' service	2 weeks	2 weeks
Three months to one year	2 months	2 months
Second and third year of service	3 months	3 months
Fourth and fifth year of service	5 months	5 months
After fifth year of service	6 months	6 months

- 8.4 Staff who have exhausted their entitlement to occupational sick pay, may in certain circumstances be eligible for statutory sick pay (subject to meeting the appropriate qualification conditions and terms in force at the time).

- 8.5 Where an employee is unable to teach due to short-term sickness absence and the course convener decides that any classes missed need to be taught by the employee, the employee is required to reschedule these classes on their return to work, where practicable, without additional payment.

- 8.6 The School reserves the right to request an employee with a prolonged sickness absence or with persistent or regular sickness absences to be examined by an independent doctor as necessary in order to seek a medical opinion.

- 8.7 A member of staff shall at any time, if requested by the HR Director or nominee, be required to produce a Fitness to Work medical certificate of fitness to continue or resume duties (for

example, if an employee wishes to return to work before their Fitness to Work medical certificate has expired).

9. Family friendly Leave

- 9.1 Details of the current provisions relating to maternity, paternity/partner, adoption and other family friendly leave are available from the Human Resources website at <http://www.soas.ac.uk/soasnet/adminservices/hr/>.

10. Pension

- 10.1 You will automatically be enrolled in the Universities Superannuation Scheme (USS) pension scheme and pay contributions from the first day of your employment, subject to satisfying certain eligibility criteria and the rules of the pension schemes, as may be amended from time to time.
- 10.2 Further information on the scheme is available from the School's payroll and pensions office or on the scheme website: www.uss.co.uk
- 10.3 If you do not wish to be a member of the pension scheme, you must complete an opt out form which you can obtain from the USS Website (www.uss.co.uk) and forward to the Payroll Department.
- 10.4 The School offers membership of the pension scheme via a salary sacrifice arrangement (known as PensionExchange). While you will be automatically enrolled into the pension scheme, you will **not** be automatically enrolled into PensionExchange. Should you wish to join the scheme, please complete the opt-in form available on the School's website: <https://www.soas.ac.uk/hr/forms/pensions/>. As a consequence of the salary sacrifice arrangement applying to you, the School will reduce your salary by the amount of the pension contribution which you would otherwise be required to make to the pension scheme. If you leave the pension scheme with less than two years' qualifying service you will not be entitled to a refund of the contributions you have paid.

11. Retirement

- 11.1 The School operates a voluntary retirement policy and procedure which may be found on the Human Resources Directorate website at: <http://www.soas.ac.uk/hr/procedures/leavingsoas/>.
- 11.2 For members of the Universities Superannuation Scheme (USS) retirement benefits are subject to the rules of the pension scheme, as amended from time to time.

12. Disciplinary Procedures

- 12.1 Your employment is covered by the Disciplinary Procedures as are applicable at the time. A copy of these procedures may be found at the Human Resources Directorate website: <https://www.soas.ac.uk/hr/procedures/>

13. Grievance

- 12.1 You are entitled to use the Grievance Procedure as applicable at the time. Details are available from the Human Resources Directorate website: <https://www.soas.ac.uk/hr/procedures/>.

14. Notice

- 14.1 A member of staff, or the School, may terminate the appointment with the School by giving the following periods of notice:

Period of service	Length of notice
Up to 4 months	1 week
4 months to 10 months	1 month
10 months' service or more	3 months

- 14.2 A member of staff must give notice in writing to their Head of Department.
- 14.3 If an employee leaves without giving notice, the School has the right to recover any money owed by the employee on termination.

- 14.4 The School reserves the right to deduct any outstanding sums owed by the employee on termination (e.g. loans, holiday taken in excess of entitlement) from any monies owing to the employee on termination.
- 14.5 In cases of gross misconduct/summary dismissal, the School reserves the right to terminate an appointment without notice in accordance with the Disciplinary Procedures which are applicable at the time.
- 14.6 During the notice period (whether given by you or the School) the School shall be under no obligation to assign any duties to you and shall be entitled to exclude you from its premises, although this will not affect your rights to receive your normal salary and other contractual benefits. In such circumstances the School will consult with the appropriate School's recognised Trade Unions (UCU or UNISON) prior to excluding a member of staff from its premises.

15. Intellectual Property

- 15.1 The following definitions and rules of interpretation apply in this clause 15:
- “**Employment IPRs**” means Intellectual Property Rights created by you in the course of your employment with the School (whether or not during working hours or using the School's premises or resources);
- “**Intellectual Property Rights**” means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights to use and preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
- 15.2 You acknowledge that all Employment IPRs and all materials embodying them shall automatically belong to the School to the fullest extent permitted by law, unless by virtue of the Patents Act 1977, section 39, or any similar provision of applicable law not capable of exclusion, the rights to an invention fail to vest in the School. To the extent that they do not vest in the School automatically, you agree to hold them on trust for the School.
- 15.3 You agree:
- at the School's request and in any event on the termination of your employment to give to the School all originals and copies of correspondence, documents, papers and records on all media which record or relate to any of the Employment IPRs; and
 - not to attempt to register any Employment IPR unless requested to do so by the School.
- 15.4 You agree to waive all present and future moral rights which arise under the Copyright Designs and Patents Act 1988, and all similar rights in other jurisdictions relating to any copyright which forms part of the Employment IPRs, and agree not to support, maintain or permit any claim for infringement of moral rights in such copyright works.
- 15.5 You undertake promptly to execute all documents and do all acts both during and after your employment by the School as the School may reasonably request to vest the Employment IPRs in the School, to register them in the name of the School and to protect and maintain the Employment IPRs. Such documents may, at the School's request, include waivers of all and any statutory moral rights relating to any copyright works, which form part of the Employment IPRs. The School agrees to reimburse your reasonable expenses of complying with this clause 15.5.
- 15.6 You agree promptly to give all necessary assistance to the School, at the expense of the School, reasonably requested by the School to enable it to enforce its Intellectual Property Rights against third parties, to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of Intellectual Property Rights, where appropriate throughout the world, and for the full term of those rights.

16. Health and Safety

- 16.1 Staff have the legal duty to take reasonable care of their own health and safety and of any other person who may be affected by their acts or omissions while at work and to co-operate with the School in meeting the relevant health and safety statutory provisions. Details are available from the Health and Safety section on the School website:
<http://www.soas.ac.uk/soasnet/adminservices/healthandsafety/>

17. School property

- 17.1 When members of staff finish their employment in SOAS they must return keys, library books, documents, laptops, records and any other property belonging to the School

18. Confidential information

- 18.1 Staff must seek the permission of the Director of SOAS (or delegate) before using the name and/or address of the School when submitting communications or addressing letters to the Press or giving interviews on the television or radio.
- 18.2 During the course of your employment you may have access to, gain knowledge of, or be entrusted with information of a confidential nature relating to staff, students and the School. In accepting this appointment you agree that neither during nor after the end of your employment with the School, unless expressly authorised by a senior authorised manager to do so, will you disclose to any unauthorised person or organisation or to make use of such confidential information.
- 18.3 If any such disclosure or misuse of information occurs during the course of employment, the School reserves the right to treat such conduct through the disciplinary procedures extant at the time. Serious instances of this nature may amount to gross misconduct.

19. Data Protection

- 19.1 During the course of your employment, staff acknowledge that the School will need to hold, access and/or process personal data relating to them in accordance with privacy notices as may be provided to you from time to time.
- 19.2 Staff are required to familiarise themselves with and at all times adhere to the School's [Data Protection Policy/rules, guidelines and instructions relating to data protection] and undertake to:
- take all reasonable steps to ensure that confidential information relating to or belonging to the School or personal data which they access, hold or process during the course of their employment will not be available or disclosed to third parties and will be kept securely by them, particularly if such information is accessed by or accessible to staff via a mobile device; and
 - immediately notify the School's Data Protection Officer if they become aware of any unauthorised disclosures of any confidential information relating to or belonging to the School or personal data or any other breaches of the School's Data Protection Policy and instructions relating to data protection.
- 19.3 Staff acknowledge that a failure to meet the obligations in this clause/section may lead to disciplinary action under the School's Disciplinary Procedures.

20. Computing regulations

- 20.1 All staff must abide by the School's computer rules, licensing agreements and by the Data Protection Act and General Data Protection Regulations. www.soas.ac.uk/infocomp/dpa/

21. Equality and diversity

- 21.1 The School aims to be an equal opportunities employer. All staff are required to abide by the School's Equality and Diversity policy extant at the time which is available on its website www.soas.ac.uk/equalitydiversity/

- 21.2 The School deplures all forms of discrimination and harassment and seeks to ensure that the working, learning and social environment is sympathetic to all groups of employees and students.
- 21.3 Staff are required to abide by the School's Respect at SOAS Policy and anti-harassment policies extant, which is available on the School's website:
<http://www.soas.ac.uk/equalitydiversity/dignitysuite/>
- 21.4 Breach of either the Respect at SOAS Policy or the School's Equality and Diversity Policy by members of staff could lead to disciplinary action in accordance with the Disciplinary Procedures extant at the time. Serious breaches of these policies that are deemed to constitute gross misconduct, could lead to dismissal from employment.

22. Smoking Policy

- 22.1 The School operates a no-smoking policy, full details of which are available on its website (see <https://www.soas.ac.uk/healthandsafety/smoking/>).

23. False, incorrect or misleading information

- 23.1 Your employment is conditional upon you holding and retaining all the educational, vocational, professional and other qualifications which you have informed the School that you hold and as listed in your application form, CV or any other document that you have provided. It is also expected that the other details contained on your CV or application form or raised by you at interview are accurate.
- 23.2 The School reserves the right to terminate your employment (with or without notice, depending on the particular circumstances) in any case where it is discovered that you do not have any of the said qualifications or experience.

24. Paid work outside SOAS

- 24.1 You will not be permitted to engage in any external paid work which does, or in the reasonable opinion of your Head of Department might, impair your ability to perform your duties fully and efficiently, and/or which makes unauthorised use of the School's equipment, material or Professional Services or Departmental administrative staff.
- 24.2 You will also not be permitted to set up in competition with the School's courses, use the School's name, course materials or contacts without the written approval of the Director of SOAS on behalf of the Board of Trustees. Such approval may be obtained through your Head of Department.

25. Post termination restrictions

- 25.1 You will not, for a period of 12 months from the date of termination of your employment either on your own account (whether directly or indirectly) or as a representative, employee, partner, director, shareholder, or agent of any other person, educational institution, firm, company or organisation:
- i. entice any SOAS student/client/customer with whom you had contact in the course of your employment with the School to break their contract with the School;
 - ii. canvas or solicit orders for any relevant teaching services from any relevant customer;
 - iii. offer to employ or engage or otherwise endeavor to entice away from the School a critical person
- 25.2 For the purposes of this clause, "relevant teaching services" are services which are the same as or are similar to those which in the period of twelve months before the termination of your employment have been supplied by you in the course of your teaching duties for the School; "relevant customer" means any student, person, firm, group, company, or organisation with whom you have dealt in the period of twelve months before the termination of your employment and as a result of your dealings has contracted with the School for the supply of teaching services; and "critical person" means any person who at any time during the period of twelve months before the termination of your employment was a student, an employee, or

an officer of the School who by reason of his or her employment, or appointment at the School and particularly his or her expertise and knowledge of the School's teaching methods and confidential information, is likely to be able to assist or benefit a competitor of the School.

26. Overpayments

- 26.1 If, either during or on the termination of your employment, you owe the School money as a result of any overpayment(s), the School shall be entitled to be reimbursed for such an overpayment(s) and it shall be entitled to deduct the amount of the overpayment(s) from any payment or final payment of wages which it may be due to make to you.
- 26.2 Any amount deducted under this clause is a genuine attempt by the School to claim back its overpayment(s) from you and as such it is considered to be a reimbursement of an overpayment of wages, which is a lawful deduction of wages. The School will inform members of staff about deductions for overpayments in advance and provide a written explanation of the nature of the overpayment.
- 26.3 If the School accidentally overpays you in respect of wages, bonus, commission or expenses in a particular pay period, you must act in good faith and immediately notify your line manager. Failure to notify the School in these circumstances may lead to disciplinary action under the School's disciplinary procedure.
- 26.4 If, on the termination of your employment, your final payment of wages is not sufficient to meet your debt due to the School, you agree that you will repay the outstanding balance to the School within one calendar month of the date of termination of your employment, such payment to be made as agreed with the School.
- 26.5 You are required to adhere to the School's contractual Overpayment Policy and Procedure (which is available online at: <http://www.soas.ac.uk/hr/procedures/>). Failure to do this may lead to disciplinary action under the School's disciplinary procedures.

27. Policies and procedures

- 27.1 The School operates a number of policies in relation to employment, including those covering discipline and grievance, which are available on the School's internet pages. You shall familiarise yourself with all such policies and comply with them at all times.

Human Resources
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