

Day Employees: Contract of Employment

The Contract of Employment relating to Day Employees comprises the terms and conditions of service laid out below, together with the Offer Letter (“the contract”).

1. Employment

Day Employees are contracted for the number of days specified in the Offer Letter. For the purpose of this contract, “1 day” is defined as 7½ hours or the equivalent in evening work. In some cases Day Employees may be contracted on the basis of being available for consultation and, depending on the needs of the contract, this may involve defined days of attendance or work to be completed on or by a defined date or over a defined period.

The required duties are outlined in the Offer Letter. This may be amplified by an additional sheet.

2. Taxation and National Insurance

Day Employees are employees of the University for National Insurance and Income Tax purposes and deductions will normally be made from fees payable. Tax will be deducted in accordance with instructions received by the University from HM Revenue & Customs, Oxon & Bucks Area.

New employees will be sent an Income Tax Enquiry Form for completion and return to the Oxon & Bucks Area Tax Office (“Tax Office”). Employees are advised, in their own interests, to expedite the return of this form without which the Tax Office will not be able to notify the University of the correct Tax Code to be applied. In the absence of such notification, tax will be deducted at the basic rate.

National Insurance contributions will normally be deducted at the full rate unless the appropriate certificate issued by the Contributions Agency is submitted to the University.

3. Place of Work

Day Employees’ place of work will be at the Appointing Regional Centre. However, the Day Employee may obtain Regional Director’s agreement in writing for that Day Employee to work from home for specific days or periods.

4. Insurance

The University is insured in respect of its legal liabilities to and for Day Employees. This cover does not apply to incidents arising outside the employee’s Open University duties. The University does not insure loss or damage to personal property belonging to Day Employees.

Day Employees who are likely, in the performance of their duties, to use their private motor vehicles must ensure that they are insured for the use of the vehicle in connection with their business, trade or profession. If the employee's motor insurance certificate does not specify cover for business use, the employee should check with their insurers before undertaking any journey on University business. The University reserves the right to request evidence of insurance cover before paying expenses to the employee.

5. Sickness or Absence

The University regrets that it will not be able to pay to the Day Employee remuneration (as detailed under clause 12 of this contract) in respect of duties not performed as a result of sickness or absence (including public holidays and normal holiday absence). If the Day Employee is unable to perform the required duties as a result of sickness absence, he or she may be entitled to statutory sick pay. The University reserves the right to terminate the contract giving appropriate statutory notice if the employee is unable to complete his or her duties within the required timescale.

6. Pension Facilities

The University does not provide access to an occupational pension scheme for Day Employees. Therefore no contracting-out certificate is in place for this employment. The University provides access to a designated Stakeholder Pension provided by Prudential but there is no employer contribution to this arrangement.

Further details of the stakeholder pension referred to above may be obtained from the Pensions Manager, Human Resources.

7. Termination

Subject to the University's right to terminate the contract summarily without notice in circumstances of gross misconduct, either party may terminate the contract before expiry of the contract by giving the other party 1 month's notice in writing.

If termination of the contract by way of expiry of contract or otherwise would result in termination of the employee's employment with the University, and the employee has acquired one year's continuous service with the University, then the employee will be invited to a meeting to discuss the dismissal. The employee will be offered a right of accompaniment to the meeting and will be advised of his or her right of appeal against the dismissal after the meeting.

Whether employment under this contract is terminated by the employee or by the University, payment will only be made for actual duties completed up to the date of termination.

The University may terminate the contract if an employee moves more than a reasonable distance away from his or her place of work and if, in the opinion of the Regional Director following an investigation, the change of address will make it impossible for the individual to fulfil his or her contractual obligations.

Employment is strictly for the duration of the contract. If an identical or similar contract becomes available in the future all applicants will be considered on their merits.

8. Grievance and Disciplinary Procedures

If the Day Employee has any grievance arising from this contract, he or she should speak with the Regional Director to ascertain if the issue may be resolved informally in the first instance. If the issue cannot be resolved informally, then the Employee should raise a grievance using the ACAS Code of Practice 1: Disciplinary and Grievance Procedures, which may be accessed at www.acas.org.uk

In the event of the University raising any disciplinary matter, this will be dealt with through the disciplinary procedures based on the ACAS Code of Practice 1: Disciplinary and Grievance Procedures, which can be accessed at <http://www.acas.org.uk>

9. Confidentiality

The Day Employee shall not disclose to any third party any confidential business or future plans disclosed to them during the existence of this agreement.

Employees may in the course of their duty with the University have access to confidential information, in particular, information relating to assignments, examination papers and marks, as well as personal information on applicants, students, graduates and employees ("Confidential Information"). Employees must not (either during or after termination of employment with the University) divulge or communicate to any third party, use for their own purpose or for any purpose other than those of the University's, or allow unauthorised disclosure without due authorisation of Confidential Information.

Further, in conformity with the University's policy of preserving the confidentiality of all student records, Day Employees must on no account release the names and addresses or other information about students to third parties (with the exception of those Open University employees who are directly concerned with the progress of those students or with administrative procedures relating to it) without the written permission of the students concerned.

10. Copyright

Copyright in all materials (written, recorded, computer programmes, databases etc.) produced in the course of this contract shall vest in the Open University. The Day Employee will retain copyright in any existing materials developed by them prior to the commencement of this contract.

11. Remuneration

Day Employees' remuneration is based on a daily rate, which will be notified separately from the Regional Centre (for the purposes of this contract "1 day" is defined as 7½ hours or the equivalent in evening work). The prevailing daily rate is stated on the Offer Letter.

12. Method of Payment

The normal method of payment will be by bank credit to the account of the Day Employee after the appropriate claim has been submitted. Each new employee will be sent a Staff Engagement Form for completion and return to the University, giving the following information:

- (i) Name and address/Bank Sort Code of the bank where payment is to be made and personal account number.
- (ii) National Insurance number and appropriate contribution rate payable. If the employee is exempt from paying Class 1 contributions or pays contributions at the reduced rate, the University must be sent the appropriate certificate issued by the Contributions Agency.

Employees should note that the University will be unable to commence payments until a properly completed Staff Engagement Form has been received. Payment will be made monthly for the days actually worked during the preceding month, for which claims have been submitted.

13. Expenses

Expenses necessarily incurred by Day Employees in the discharge of their duties will, provided that they have previously been authorised by the Regional Director, be reimbursed by the University at the rates currently in force. These rates and the conditions applying to claims can be found in the "Travel and Subsistence Policy" and

“Travel and Subsistence Rates” copies of which can be found on the Human Resources intranet site.

14. Travel

The University will not pay for travel from home to the Regional Centre where the Regional Centre is designated as the normal place of work, nor will payment be made for time spent in travelling to the Regional Centre.

Where the Regional Director has agreed in writing that the Employee may work from home, the Regional Director may authorise the payment of travel expenses calculated in accordance with the University’s “Travel and Subsistence Policy” (see paragraph 14 above), and incurred in travel between home and the University for the fulfilment of the Employee’s duties.

15. Employment with Other Organisations

The University considers it most important that Day Employees who are in employment elsewhere should be aware that it is their responsibility to ensure that their contract with the Open University does not affect the terms and conditions of service under which they are employed.

16. Collective Agreement

There are no collective agreements applicable to this contract of employment.

17. Useful References

Day Contract Rates

Travel and Subsistence Policy

Travel and Subsistence Rates

ACAS website: <http://www.acas.org.uk>