

Terms and Conditions of Service

Associate Lecturer Staff

Effective from 1 August 2022

These Terms and Conditions are subject to any further updates that may be needed to reflect employment legislation.

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These Terms and Conditions are subject to any further updates that may be needed to reflect employment legislation.

1. Application of these Terms and Conditions

These terms and conditions of service apply to all Associate Lecturer staff. Any variations applicable to a member of staff appointed to these posts on reduced hours will be on a pro-rata basis in relation to the terms and conditions applicable to full-time staff and will be stated in the letter of appointment. Any significant variations will be reported to the OU/OUBUCU Negotiating Committee.

2. General Conditions

All appointments are made subject to the Charter, Statutes, Ordinances and Regulations of The Open University (hereinafter called the University) for the time being in force.

The University Council may add to or amend these conditions of service from time to time after negotiation with the OUBUCU in accordance with the agreed procedural arrangements.

3. Equality, Diversity and Inclusion

The University aims to create the conditions whereby students and staff are treated inclusively and on the basis of their merits, abilities and potential, regardless of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation, or other irrelevant distinction.

The University has an action plan to implement this policy.

The effectiveness of this policy shall be reviewed regularly with the OUBUCU by such means as shall be agreed.

4. Trade Union Rights

A member of staff has the right to be a member of such registered Trade Union as they may choose, and to take part in its activities at the appropriate time.

The University and College Union is recognised by the University as the appropriate body to represent the interests of Associate Lecturer staff as employees of the University in negotiations on their terms and conditions of service.

5. Review of Conditions of Service

Conditions of service will come up for review from time to time or on particular occasions where the University or the OUBUCU representing the staff considers a matter to be one of sufficient urgency. Before adoption, any suggested alterations, additions or deletions shall be the subject of negotiation with the OUBUCU in accordance with the agreed procedure.

6. Appeals

Appeals against the mode of implementation of any of these conditions of service shall be made in accordance with the Grievance Procedures for Associate Lecturer staff (see Clause 32).

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7. Remuneration

Remuneration will be in accordance with that approved from time to time by the appropriate national authority. The current salary scales are available on the People Services intranet site. These scales are subject to national negotiations and are normally increased as a result of any agreed cost of living award on the 1st August annually. Salaries are paid monthly in arrears in equal monthly instalments by Bank Credit on or before the last day of each calendar month, and pay details are available on the employee's staff record.

The annual incremental date for all staff members will be 1st October except that persons appointed after 1st April in any one year will receive their first subsequent increment on 1st October of the following year. The Council may, however, waive this exception where special circumstances are deemed to exist.

Where a general or national salary award takes effect on or between the 1st April and 30th September, this will not affect the normal payment of the next increment on 1st October of the same year unless the terms of the award specifically preclude it.

8. Career Development and Staff Appraisal (CDSA)

The University's scheme of CDSA is as agreed from time to time with the OUBUCU (details are available on the People Services intranet).

9. Discretionary Payments

If a national salary award contains an element of "discretionary payments", the Council will first ascertain the views of the OUBUCU as to whether that element should be accepted or rejected, and in the event of acceptance, as to the manner of application. If it is accepted, the University will administer the discretionary element, so far as the terms of the discretionary payment permit, in a manner agreed with the OUBUCU.

10. Pensions

Each member of staff will be automatically enrolled into a pension; the University's chosen pension scheme is the Universities Superannuation Scheme (USS). The employee's pension contributions will be automatically deducted from their monthly salary. The University and the USS trustee will need to process their data in order to meet the legal requirement to enrol them into the pension scheme. Further details about USS (including the USS trustee's privacy notice) can be found at www.uss.co.uk. Membership of the scheme means that employees will be subject to the USS rules in force at any time. Staff may opt-out of USS at any time if they so wish.

11. Travel and Subsistence

Members of staff travelling on official University business will be reimbursed necessary expenses in accordance with the approved scheme for travel and subsistence allowances. Details are available on the People Services intranet.

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12. Residence

Associate Lecturers will be home workers in the British Islands¹ or the Republic of Ireland as relevant and will be required to have a permanent residence in the British Islands or the Republic of Ireland. The University does not support direct employment outside of the British Islands, except in the Republic of Ireland. Any variation to these terms and conditions that are required as a consequence of an Associate Lecturer's residence in the Republic of Ireland, the Channel Islands or the Isle of Man will be identified within the appointment letter. Associate Lecturers will be subject to AL policies and procedures relating to working from home.

13. Copyright in Course Materials

Subject to any existing copyright in material incorporated into course material, the copyright and any design rights in all course materials belongs to the University. For this purpose course materials are defined as any work, whether in written, broadcast or recorded form, including computer programs produced by one or more members of staff in the normal course of their duties for use in or in connection with a course offered by the University, except that books are included in this definition only where they are written as part of a course and as a part of normal teaching or course production duties.

- (a) The sale and distribution of these course materials to people other than students registered on OU modules, or their presentation by the University, in a form different from that originally produced and approved may only take place after reasonable consultation with and with the consent of the Associate Lecturer responsible where s/he can be identified, such consent not to be unreasonably withheld. If the Associate Lecturer responsible cannot be identified, with the consent of the course team (through the Course Team Chair), and if this is not possible then with the consent of the Executive Dean of the relevant Faculty, such consent not to be unreasonably withheld.
- (b) Members of staff will, when requested by the University, do whatever may become necessary from time to time, including the execution of documents, to enable the University to exercise its rights over such course materials.
- (c) Where a member of staff is identifiable as the author of any course material forming part of an Open University course, the University will not, without prior consent of such member, circulate such material to its students, broadcast it, or sell or assign it to any third party after the expiration of the academic life of the course or any extension as approved by the Senate or its nominee (which starts from the date when the material is first broadcast as part of an Open University course or first distributed to students of the University in printed or recorded form, whichever shall be the earlier) except in circumstances approved by the member, such approval not to be unreasonably withheld. Approval shall be deemed to have been given if the University shall have taken all reasonable steps to secure such approval, but the member cannot be located or approached.
- (d) Any member, or former member of staff will, subject to the prior consent in writing of the University (which shall not be unreasonably withheld) and to any

¹ The United Kingdom, the Channel Islands and the Isle of Man (The Interpretation Act 1978)

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copyright held by a third party, be entitled to use without charge, agreed extracts from course materials of which they are the identifiable author or part author.

- (e) Copyright in course materials produced by identifiable members of staff offered to but which are not accepted by the University for inclusion as course materials belongs to the appropriate member or members of staff except in respect of materials produced by the BBC.
- (f) Where a member of staff is identifiable as the author of course material they shall have the right to seek permission to acquire copyright in their course material after the life of the course or any extension as approved by the Senate or its nominee. Such permission shall not be unreasonably withheld.

14. Copyright in Books

- (a) The copyright in books (other than books covered by the definition of course materials in clause 17 above) written or edited (including as a general or advisory editor to a series) by a member of staff during their appointment with the University will not vest in the University.
- (b) Where a member of staff writes a book at the suggestion of, or in anticipation of a need by a course team then, if that book is subsequently designated as a 'set book' (as distinct from 'recommended reading' book), such member will, in consultation with the University, publish it or arrange for its publication so far as is practicable in such manner as will meet the needs of the students of the University and such University regulations as are then in force. Where a course team wishes to prescribe as set reading a book written solely (or partly) by a member of staff, this shall only be done with the approval of the specified Pro Vice-Chancellor or the Vice-Chancellor in accordance with the procedures approved by the Council in September 1983 (C/C XX I/7 Appendix IV).

In any arrangements made for the production of such 'set books' the aim will be to secure the legitimate interests of the member as author and of the University as promoter of increased sales.

15. Copyright in Other Works Produced by Members of Staff

- (a) For the purposes of this Clause "academic works" shall mean all works of the kind normally prepared by Associate Lecturer staff in the course of their scholarship and research including journal articles, book reviews, design drawings and illustrations but for the avoidance of doubt shall not include any works prepared in connection with or in relation to the administration of the University and its modules.
- (b) The entire copyright and any design rights in any academic work produced by a member, other than a work referred to in Clauses 13 and 14 hereof, shall belong to such member of staff, notwithstanding that such work may have been produced in the course of their employment, except that the member of staff may be required to assign such copyright or design rights to the University where this is necessary to support patent applications or otherwise in connection with the development of inventions (see paragraph 18 below).

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- (c) The copyright and any design rights in any other works, including but not limited to computer programs, produced by a member of staff in the course of their employment belong, in accordance with the Copyrights, Designs and Patents Act 1988 to the University. Further, a member of staff shall, when requested by the University, do whatever may be necessary from time to time including the execution of documents to enable the University to exercise its rights in relation to such copyrights and design rights in such works.

16. Legal Action Arising From Works Produced for The University

- (a) Members of staff shall ensure that to the best of their knowledge and belief all work produced by them for the University (whether in written, broadcast, recorded or other form) is not defamatory and does not infringe the rights of any third party. If any claim in respect of material published by the Open University is made against a member of staff such as for defamation or breach of copyright the University will indemnify such member against such claim provided that they can show that they have exercised reasonable care to ascertain that the material complained of did not infringe another party's copyright and was not defamatory;
- (b) Upon receipt by a member of staff of any claim in respect of work produced by them for the University the member concerned shall immediately give notice of the same to the University and shall not make any admission of liability or take any step in connection with any such claim without the prior written consent of the University. The University shall have the absolute conduct and control of all negotiations and proceedings and of the settlement of any such claim. The member shall give such assistance as the University may require in the conduct of all negotiations and proceedings and if, after due consideration, the University is of the opinion that proceedings should not or cannot be contested with the probability of success, shall tender such apologies and other such amends as the University shall require and in so far as they are able they shall agree to the withdrawal of the offending matter or the publication of any amendment or alteration necessary to secure the withdrawal of the claim or objection.

17. Dispute over Copyright

In the event of any dispute over copyright between an Associate Lecturer and the University, either party may refer the dispute for determination by a Review Board constituted as follows (provided always that in the case of the member of staff, the Associate Lecturer Grievance Procedures are not invoked):

- (i) an independent Chair agreed by both parties or, failing agreement, in accordance with the OU/OUBUCU Procedure Agreement;
- (ii) a member of the Associate Lecturer staff nominated by both parties or failing agreement appointed in accordance with the OU/OUBUCU Procedure Agreement;
- (iii) a nominee of an appropriate professional association approved by the member.

The reasonable costs of references to the Review Board will be paid by the University.

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18. Inventions

- (1) The terms of the 1977 Patents Act require that if a member of staff shall during their employment by the University make an invention, it shall be taken to belong to the University if:
 - (a) it was made in the course of the normal duties of the member of staff or in the course of duties falling outside their normal duties, but specially assigned to them, and the circumstances in either case were such that an invention might reasonably be expected to result from the carrying out of their duties; or
 - (b) the invention was made in the course of the duties of the member of staff and, at the time of making the invention, because of the nature of their duties and the particular responsibilities arising from the nature of their duties they had a special obligation to further the interests of the University.
- (2) Any other invention made by a member of staff shall be taken to belong to the member of staff.
- (3) In the case of an invention falling under Clause (1) above, the University will compensate the member of staff by way of a fair share of the benefits of a patent in respect of an invention of which the member of staff is the inventor and where the patent is of material benefit to the University. The amount of compensation will depend upon factors such as the nature of the duties of the member of staff, the effort and skill used and the involvement of University resources, that is equipment and/or personnel and the arrangements for patenting, exploitation and marketing of the invention.
- (4) In the event of any dispute over inventions between an Associate Lecturer and the University, either party may refer the dispute for determination by a Review Board constituted as follows:
 - (i) an independent Chair agreed by both parties or, failing agreement, appointed in accordance with the OU/OUBUCU Procedure Agreement;
 - (ii) a member of the Associate Lecturer staff, nominated by both parties or, failing agreement, appointed in accordance with the OU/OUBUCU Procedure Agreement;
 - (iii) a nominee of an appropriate professional association approved by the member.

The reasonable costs of references to the Review Board will be paid by the University.

19. Academic Currency and Professional Development

Associate Lecturers will be allocated time for Academic Currency and Professional Development, to ensure they remain up to date with developments in their academic field. Associate Lecturers will be allocated 6 days (pro-rata) per annum for Associate Lecturer-led Academic Currency and 1 day, plus 5 days pro rata, per annum for Agreed Academic Currency and Professional Development. The details on the time allocated will be set out in the Academic Currency and Professional Development Policy for Associate Lecturers, and any changes to this policy will be agreed with OUBUCU.

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20. Medical Examinations during Employment

The University may require a member to have a medical examination at any reasonable time during an absence on sick leave, or at any other time if the University Secretary deems it to be justifiable, normally by the University's occupational health provider. Alternatively, a registered medical practitioner who is acceptable to the members' General Practitioner and the member of staff concerned may be nominated by the University. The cost of any such examination would be met by the University.

The member of staff will be informed in writing as soon as practicable and normally at least 3 weeks before the examination is to take place of the reasons for requiring a medical examination. A copy of any report of the examination will be given to the staff member's own medical practitioner or other nominated medical adviser acceptable to the General Medical Council, if requested and with the staff member's permission.

21. Sickness and Sick-Pay

In the event of absence due to sickness or injury, the Line Manager must be informed immediately.

If the absence exceeds three days an Open University Self-Certification form or Medical Certificate (Statement of Fitness for Work), as appropriate, must be logged on SuccessFactors. Thereafter certificates must be logged at the time of issue, but at intervals not exceeding one month. Uncertificated sick leave may not exceed three days at any one time. The detailed procedures for notifying all sickness absences are set out in Sickness Absence Procedures available on the People Services intranet.

On production of the appropriate sickness certificates, all members are entitled to:

For the first six months of absence	Full salary
For the next consecutive six months	Half of full salary

The Council of the University may extend the periods of full and half-pay and will normally do so as follows:

Period of Service with the University	Entitlement	
	Full-Pay	Half-Pay
Three years to five years	9 months	6 months
Over five years	12 months	6 months

At the beginning of any period of sick-leave, a member of staff's Open University sick-pay is as set out above, less any days of sick-leave taken during the twelve months immediately preceding the first day of absence. In aggregating the periods of absence no account shall be taken of any unpaid absence on sick-leave.

Any Statutory Sick Pay (SSP) due will be included in normal full sick-pay; staff in receipt of half sick-pay will receive any SSP due in addition to their half-pay, subject to the total gross pay being no more than normal salary on full-pay. The qualifying days for SSP purposes are Monday to Friday each week. Where SSP is not payable, the Staff Payments Office will advise individual staff of the procedure for claiming State Sickness benefit to which they may be eligible.

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Any National Insurance benefits to which members of staff are entitled will be deducted from any full rate of salary payments (as outlined in the above table) made during absence on account of sickness or injury.

Married women exercising their right to be exempted from payment of full National Insurance contributions shall be deemed as regards the scheme for sick-pay to be insured in their own right and appropriate deductions will be made in respect of National Insurance sickness benefits. This provision is distinct from any obligations arising in respect of SSP where the separate rules apply.

Council has discretion to extend sickness entitlements in special circumstances.

Members of staff falling sick during Public holidays or days of published University closure (Christmas) will not be granted any compensation in lieu of such days of sickness. Where a member of staff is sick during a period of normal holiday, or where a period of personal holiday entitlement has been taken consecutively with University closure days, the University will consider sympathetically the granting of compensating days of holiday (including compensating days in lieu of the University closure days) if it is established that there has been sickness of a serious nature over a substantial period of the holiday. In such a case the claim by a staff member has to be supported by an Open University Self- Certification form (and a Doctor's medical certificate in the case of illness of 8 calendar days or more). Any alternative days of holiday granted must be taken at a time convenient to the University and the individual.

Every member of staff must obtain a Statement of Fitness for Work to resume duties on returning to work after certificated absence for illness due to contagious diseases.

22. Parental Leave

Details of the University's maternity, adoption, paternity, shared parental leave and parental bereavement leave are available from People Services.

23. Holidays

A member of staff is entitled to take pro rata 27 days annual leave in addition to statutory bank holidays without any loss of pay in the leave year 1st August to 31st July. A member of staff joining during the leave year shall be entitled to leave in proportion to the period served. Holidays must normally be taken within the leave year in which they accrue.

In exceptional circumstances, the University Secretary has discretion, after consultation with the relevant Executive Dean or faculty nominee, to allow a carry-forward of a small number of annual leave days for exceptional personal or family reasons.

Dates of holiday periods shall be arranged in consultation with the appropriate Line Manager, or as otherwise specified in the letter of appointment, and in accordance with the Annual Leave Policy agreed with OUBUCU. A staff member will receive appropriate payment in lieu of any period of such accumulated leave which they are unable to take before leaving the service of the University.

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24. Confidential Information

Members of staff may in the course of their duty with the University have access to confidential information, in particular, that relating to assignments, examination papers and marks, as well as personal information on applicants, students, graduates and staff. Such information should not (either during or after service with the University) be divulged without due authorisation. All members of staff must abide by the provisions of the Data Protection Act and must adhere to the University's Codes of Practice, available on the intranet.

Staff are not normally required to give any written undertaking of secrecy in connection with their work, but the University may make exceptions to this practice in certain circumstances. A report of any such exceptions and a brief statement of the reasons will be made to the OU/OUBUCU Negotiating Committee each year.

In conformity with the University's policy of keeping student records confidential, Associate Lecturers should on no account release the names and addresses or any 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. Nor should information supplied to Associate Lecturers in connection with their duties be used for other purposes. Associate Lecturers are expected to use their OU email address to correspond with students in order to ensure data security.

If you are supporting students outside the European Economic Area, it may be necessary for some personal information to be transferred to countries outside the European Economic Area and for institutions which have a partnership arrangement with the Open University to have access to it.

25. Tuition Fees - Open University Modules

Applicants and students for any modules presented by the University, for which they are accepted, shall be exempted from the relevant fees provided that they are members of staff at the time the fee falls due, and subject to the published criteria.

Members of staff registered for Research degrees of the University shall be granted exemption from registration and examination fees due while they are in the employment of the University and subject to satisfactory progress.

Financial assistance may be given for courses of study through other institutions appropriate to individual circumstances and approved by the University.

Members of staff registered as students of the University will receive additional paid holiday for attendance at Residential Schools on the basis of one day's leave (pro rata) for each working day spent at a Residential School.

26. Staff as Students

It is University policy that an individual may not be a registered student for a course for which he or she holds an appointment as an Associate Lecturer.

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27. Property

The University is unable to accept any responsibility for the security of the personal property of members of staff while on University premises or on premises hired by the University, except where such property is being held on University premises with the knowledge and approval of the Executive Dean (or nominee) for the express purpose of the carrying-out of the staff member's University duties.

28. Accidents

Accidents, incidents and near misses while on any University premises, or which happen while the individual is on University business at alternative premises including all accidents at home in relation to working from home, must be reported as soon as practicable using the University Accident Report Form available on the Health and Safety intranet. line manager.

29. Health and Safety

All members of staff are subject to the Health and Safety at Work Act, 1974, (or any statutory amendment or re-enactment) and are required to make themselves fully familiar with the University's Health and Safety Policy. Copies are available on the Health and Safety intranet.

The University has established a Health and Safety Committee to advise the Council on all matters within its terms of reference.

The Membership of the Health and Safety Committee includes members of senior academic staff, other senior members with responsibilities for the administration and operation of the University and members nominated by the recognised trades unions.

30. Protection of Rights

Further to Articles 23 and 24 of the Charter, all members are free to express their political, religious, social and academic views both in private and in public provided that this is explicitly done in their own name and not in the name of the University.

31. Personal Information

The purposes for which the University uses staff personal information are:

- People Services and institutional administration
- Work planning and management
- The provision of Occupational Health services
- The administration of the University's training and education provision
- To keep staff informed about goods and services offered by our associates
- To ask you to assist in OU surveys to help us plan and improve our services and systems
- To produce statistical information for publication
- To provide coded information to the Higher Education Statistics Agency (HESA). HESA may pass your record, or parts of it, to organisations that need it to carry out their statutory functions connected with funding higher education

For further information contact the University's Data Protection Co-ordinator and look at the University's Staff, Workers and Applicants Privacy Notice.

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Under the data protection legislation, an individual is entitled to be provided with information about the processing of their personal data and to a copy of such personal data, subject to statutory conditions and exemptions. Any requests should be made in writing to the Information Rights Co-ordinator, Walton Hall.

32. Grievance, Capability and Disciplinary Procedures

Details of the Grievance Procedures, Capability Procedures and Disciplinary Procedures for Associate Lecturer Staff are available on the intranet.

33. Other Leave

(1) Contingency Leave

Members of staff may be granted contingency leave on full pay for compassionate or similar reasons. Such leave will normally be granted only for occasions which could not have been readily allowed for, such as a bereavement, the incapacity or sickness of a close relative, necessitating the absence of the member of staff, or similar serious emergency. Contingency leave will not normally be allowed for purposes where other arrangements could reasonably have been made, or for a period beyond that reasonably necessary to make such arrangements.

An Executive Dean or faculty nominee may grant up to five days contingency leave at any one time, subject to a maximum of ten days in any one leave year.

The Executive Dean, in discussion and agreement with the Group People Director (or nominee), has discretion to allow additional contingency leave in appropriate circumstances.

(2) Leave for Public Commitments

The University, recognising that members of staff may wish to undertake forms of public and social service, will so far as is practicable, and reasonable, support them in such activities. To this end, conditions have been agreed to cover service in Parliament, in Local Government, as a Justice of the Peace, on Government Committees and on a Jury. Details are available from the People Services intranet site.

(3) You may also be eligible to take dependents and carers leave, Further details are available from People Services.

34. Recruitment Policy

All vacancies within the University will be internally advertised and all existing members of staff shall have the right to apply.

35. Duration and Termination of Appointment

The appointment of a member of staff will either continue indefinitely or be for a fixed period specified in the letter of appointment, save that:

- (a) The University may terminate the appointment of a staff member at any time using the relevant University procedures.

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- (b) The appointment of a staff member may be terminated by the Executive Dean or faculty nominee on the grounds of redundancy or for some other substantial reason giving the period of notice stipulated in the letter of appointment. The University may pay salary in lieu of notice.
- (c) A staff member may resign or retire from their appointment at any time by giving three months' notice to the Executive Dean or faculty nominee in writing save that the University shall be prepared to consider accepting a shorter period of notice in special circumstances.

36. Probation

Any offer of appointment may be made subject to an initial probationary period of two years. Where an extension in the probationary period is made, the maximum probationary period will be three years.

Associate Lecturers who have successfully completed a probationary period will not be asked to complete another probationary period if they are appointed to another role on the same terms and conditions.

Where a staff member is appointed to a fixed term contract which is less than the initial probationary period, the two year probationary period will still apply. Where the appointment is extended or made permanent, or the staff member moves to another role on the same terms and conditions, the balance of the probationary period will apply, subject to the maximum period.

Whilst not part of the employment contract, the OU Student Charter represents a common set of values between the University and students which describes the way in which staff and students should work together. The OU Student Charter is available on the OU intranet.

If the staff member feels that the conduct of the probation is unsatisfactory, then they shall raise the matter through the Probation Procedures which are available on the People Services intranet pages.

The appointment of the staff member may be confirmed at the end of the probationary period if the Executive Dean is satisfied that the purposes of probation have been met.

If, during or at the end of the probationary period, it is proposed that the appointment of the staff member should not be confirmed, the relevant process in the Probation Procedures will be followed.

The member shall have the right to appeal against any decision to terminate the appointment. The appeal process is set out in the Probation Procedures.

A probationary appointment may also be terminated in accordance with the provisions set out in Clause 35 (a) and (b).

37. Duties

Each staff member shall be generally and ultimately responsible to the Council of the University for the performance of their duties, but in respect of their day-to-day work

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they will be responsible in the first instance to the person or persons specified in the letter of appointment.

The staff member will undertake such duties as may be reasonably assigned to them and as may be necessary for the furtherance of the University's objectives, subject to Clause 41 (below). In respect of these duties a member of staff will be responsible to their Executive Dean via their Line Manager who shall determine, after consultation with them, and with such others as are appropriate, the arrangement of their work. The review of such arrangements including priorities will also be a part of the CDSA process. (See also Clause 8 above)

38. Hours of Work

Your working hours will be based (pro-rata) on the University's full time equivalent of 37 hours per week. Save in relation to scheduled tutorials, marking periods and student needs, you are entitled to allocate your working hours as required to fit in with your other commitments and as such there are no fixed working times.

Student tutorials and marking periods will be scheduled in advance and will be notified to you accordingly.

From time to time it will be necessary for you to have direct contact with your line manager either in person or through virtual meetings. As far as is reasonably possible, such meetings will be agreed with you, recognising any commitments, or obligations to other employers that were already in place at the commencement of this Agreement.

Overtime payments will not be made where normal working hours are exceeded for any reason whilst carrying out the main duties in your work plan. Where normal working hours are exceeded on a regular basis, you should discuss this with your line manager.

Occasionally you may agree to take on additional work over and above your normal duties and working hours. You will receive appropriate payment for this work in addition to your normal salary.

Working hours are expected to be maintained within the requirements of the Working Time Directive. The Working Time Directive applies to the total hours of all work that the employee undertakes, including any work outside of the University, therefore it is important to let your line manager know if you work for another employer, and to update your line manager if your hours of work for the other employer change at any time.

39. Employment Outside of the University and Extra Curricular Work

Members of staff may be able to undertake employment elsewhere or extra-curricular activities, paid or unpaid, provided that in sum these activities do not adversely affect the proper prosecution of their University duties. Where any significant commitments are likely to have an adverse impact, the Executive Dean or nominee must be informed so that a discussion can take place about the impact and any appropriate actions, such as granting a period of unpaid leave.

These Terms and Conditions are subject to any further updates that may be needed to reflect employment legislation.

The University accepts no liability for any action which may arise from employment elsewhere or extra-curricular work, and it is the responsibility of the member of staff to inform the outside body or bodies accordingly.

40. Criminal Records Check

Whilst criminal records checks are not routinely required for Associate Lecturer duties, should there be a particular requirement to carry out a criminal records check, you will be notified of this before you start the duties. It is your responsibility to notify the University if your circumstances change during a period when you are undertaking duties for which a criminal records check is a requirement.

In the event of a refusal to comply with the requirements of a criminal records check or where the result is unsatisfactory (each referred to as a “Negative Result”), any offer of new employment will be withdrawn with immediate effect. Where a Negative Result is received in relation to a role that was intended to maintain your agreed level of work, the University will seek further alternative duties where possible. In the event that no other alternatives are available, your workload may be reduced temporarily with a view to increasing it as soon as possible, or as a final resort you may be redundant, in accordance with the redundancy policy.

41. Governing Law

These Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.