**STATEMENT OF PARTICULARS**

This contract sets out the main particulars of the terms and conditions of employment and also acts as the Principal Statement under the Employment Rights Act 1996.

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| **1.The parties to the contract** | Aberystwyth University Students Union, the Union, Penglais, Aberystwyth, Ceredigion, SY23 3DX and ………………………. |
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| **2.Post Title** | ………………………………………… |
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| **3.Place of Work** | Your place of work will be the Union, however, from time to time you may be required to work in one of the Union’s other Departments of locations and if planning and/or academic reasons demand it, transfer to another place of work within the Union on temporary or on a permanent basis. |
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| **4. Employment Commencement Date** | Your employment with the Union will commence on 1st September 2016. Your period of continuous employment commenced on ……………………. |
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| **5.Probation** | Your appointment to this post is made subject to a 6 month period of probation. |
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| **6.Hours of Work** | The normal hours of work will be 36.5 hours per week by arrangement with the Head of Department or his/her nominee. Your contractual hours of work are exclusive of any breaks or lunch breaks taken. |
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| **7. Flexible Working Agreement** | Actual days and hours shall be as agreed within each department of the Union in accordance with the procedure set out in the Staff Handbook. |
| **8.Pay** | You will be paid monthly in arrears by credit transfer direct to a named Bank or Building Society, subject to such deductions as are required under these terms and conditions or by law for taxation purposes. |
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| **9.Deductions** | The Union will deduct from any monies owed to you any monies you owe to it and by signing the Statement you consent to the Union doing so. You also agree to pay on demand any excess sums you owe to the Union. In particular, if you resign without working your notice, your final pay will be reduced by the number of days’ notice you fail to provide or work. |
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| **10.Salary** | You will be paid £………….. per annum. This will be reviewed on an annual basis alongside your Annual Review in July. |
| **11.Duties** | You will be required to undertake the duties as described in your job description along with such other duties as you are required to fulfil by your Head of Department from time to time as are commensurate with your post. |
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| **12.Employee giving notice** | The entitlement to give notice of termination of employment is a minimum of 4 weeks notice. |
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| **13.Employee receiving notice** | The entitlement to receive notice of termination of employment is 4 weeks increasing by one week per year of service after 4 years to a maximum of 12 weeks notice. |
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| **14.Payment in Lieu of Notice** | Once notice to terminate has been given by either party in accordance with clause 15 & 16 or in the case of the Employee notice of a shorter period than that required by clause 15, the Employer reserves the right, exercisable in its absolute discretion, to terminate the Employee’s employment by making a payment of salary in lieu of the notice required by this clause or any unexpired period of such notice. |
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| **15.Disciplinary procedure** | The disciplinary procedure including your right to appeal is attached. This procedure may be varied with such changes being advised to you through amendments to the website or by other appropriate means. You may be suspended in order to investigate a disciplinary matter. The terms of your suspension will be explained at the relevant time. |
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| **16.Summary dismissal** | The Union may end your employment in writing with immediate effect at any time without further notice to you or you are guilty of gross misconduct, otherwise seriously breach the terms of these terms and conditions, are otherwise guilty of negligence or conduct liable to bring the Union into disrepute or which impairs your ability to perform your duties. |
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| **17.Garden Leave** | In the event that notice to terminate the Employee’s employment has been given by the Company of by the Employee pursuant to clause 15 & 16, or if the Employee seeks to resign without notice or by giving notice shorter that that required by clause 15, with effect from any time after the notice is given the Employer: |
| * **Shall be under no obligation to vest in or assign to the Employee any powers or duties or to provide any work for the Employee and the Employee shall have no right to perform any service for the Employer;** * **Shall be entitled to assign to the Employee duties consistent with his position other than those provided for by this Agreement;** * **May prohibit contact and/or dealings between the Employee and employees of the Employer;** * **May exclude the Employee from any premises of the Employer provided always that salary and all other contractual benefits shall not cease to be payable or provided nor shall the Employee’s implied and express duties of fidelity be affected in any way by reason only the Employer exercising its rights pursuant to this clause. This clause shall not affect the general right of the Employer to suspend for good cause, nor affect the rights and obligations of the parties prior to the service of such notice.** | |
| **18.Grievance procedure** | If you have a grievance, complaint or problem in relation to your employment you should first raise the matter with your Head of Department.  If the matter is not settled satisfactorily at that stage, then the Grievance Procedure should be followed. This procedure may be varied with such changes being advised to you. |
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| **19.Holiday entitlement** | Your Holiday entitlement will be 28 days annual leave, excluding customary and statutory days. Once an employee has three full years of calendar service, this will increase by 1 day per year of additional service up to a maximum of 3 days.  Annual leave must be taken during the Union leave year which is 1 January to 31st December and with the agreement of the Head of Department or his/her nominee. Normally up to 5 days annual leave may be carried forward into the next leave-taking year. When there is a clear business case, exceptions may be authorised by Heads of Department in consultation with the Chief Executive.  Members of staff should conform to the Department’s arrangements for booking holidays. |
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| **20.Accrued holiday pay** | If at the termination of employment with the Union you have a holiday entitlement which you have not yet taken, you will normally be required to take that leave during your notice period.  If at the effective date of termination of employment there is still annual leave due, you will be paid accrued pay in respect of those days at the rate applicable to holiday pay at the time. This payment will be in addition to any other payments due to you from the Union.  If, however, you are summarily dismissed, or leave the Union’s service without giving due notice in accordance with these terms and conditions you will be paid in lieu only in respect of the pro-rated holiday entitlement that you have under the Working Time Regulations 1998 and not the enhanced entitlement you have under your terms and conditions.  Where, at the date of leaving, the pro-rata holiday entitlement has been exceeded, an appropriate deduction may be made from the final salary payment at the rate of 1/260th annual salary per day. |
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| **21.Absence through sickness or injury** | If you are absent through sickness or injury, you must comply with the Union’s requirements for reporting your absence, in accordance with the managing Sickness Absence Guide. If you are absent on account of sickness or injury you must inform your Line-manager or nominee as advised by your Head of Department. |
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| **22.Sick Pay** | Details of the Union Sick Pay Scheme which mirrors the University scheme are available on the University website at https://www.aber.ac.uk/en/hr/policy-and-procedure/sickness/ . The University has standardised on a five-day week of Monday to Friday inclusive in identifying Qualifying days for the purpose of Statutory Sick Pay. The qualifying days for part-time staff will also relate to a five-day week of Monday to Friday unless otherwise stated in the letter of appointment. To be eligible for Occupational Sick Pay (which is offset against full pay benefits payable under the terms of the University’s Sick Pay Scheme) employees must have a contract of University’s Sick Pay Scheme) employees must have a contract of employment for a minimum period of three months and average gross weekly earnings above the threshold for National Insurance contributions. Sick Pay benefits (including statutory sick pay) are payable to eligible employee who comply with the University’s sickness absence notification procedure and provide medical evidence of incapacity i.e. s self-certificate for all periods of sickness up to 7 days and a Doctor’s Medical Certificate after the first 7 days of sickness absence. Statutory Sick Pay becomes payable in respect of qualifying periods of sickness absence of four days or more. |
| **23. Pension** | Membership of Aberystwyth University Pension & Assurance Scheme is open to Union staff who have a contract of employment for three months or more and whose earnings are above the threshold for National Insurance Contributions. |
| **24.Information Services** | By signing this contract you will be entitled to use the equipment and facilities provided by the University Information Services Department and will be required to read and abide by the Information Services Rules and Regulations (to be found at https://www.aber.ac.uk/en/is/regulations/isregs/ |
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| **25.Place of residence** | You are required to live within normal daily travelling distance of the Union except with the special permission from the Union HR Committee. |
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| **26. Outside work** | In the case of full-time appointments, no outside work with other parties outside the Union may be undertaken without the previous permission of the appropriate Line Management. |
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| **27.Health and Safety at work** | You are reminded that you a statutory duty to observe all health and safety rules including appropriate use of personal protective equipment when required and to take all reasonable care to promote the health and safety at work of both yourself and your fellow employees. |
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| **28.Injury or occupational ill-health acquired through work** | If you suffer an injury (or suffer occupational ill-health) at or during the course of your employment with the Union, you or someone on your behalf must immediately report this to the designated Departmental Health & Safety Officer, for recording on an Incident & Occupational Ill-Health Report Form. |
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| **29.Disclosure** | If the post involves regular and unsupervised working with young people under the age of 18 or vulnerable adults this offer is made subject to a satisfactory disclosure being obtained from the Criminal Records Bureau.  Failure to obtain disclose to the Union’s satisfaction will lead to this offer being withdrawn. |
| **30.Data Protection** | You are required to abide by the Union and University’s data Protection Policy, a copy of which may be obtained at https://www.aber.ac.uk/en/infocompliance/policies/dp/ |
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| **31.Property when you leave** | Whenever and however your employment ends you will return to the Union promptly all of its property or any property belonging to third parties which has come into your possession in the course of your employment including all teaching materials, documents, books, computer records, computer discs. Software, hardware or any copies of then (whether in human readable or machine readable form) and papers of any description relating to the Union’s affairs, all computer equipment and accessories, keys, security passes, telephones and accessories. You will not (nor will anyone on your behalf) keep copies of such property and all copyright and ownership of such property will the Union’s. |
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| **32.Confidentiality** | Where the Union has entered into a contract of confidentiality with a client all members of staff are required to observe both the commercial and scientific confidentiality of the work. |
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| **DATA PROTECTION ACT 1998 – CONSENT TO PROCESS**  The General Data Protection Regulation (GDPR) and the current Data Protection Act regulate our use of your personal data. As an employer it is our responsibility to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects.   We will process data in line with our privacy notices in relation to both job applicants and employees.  You have several rights in relation to your data. More information about these rights is available in our “Policy on your rights in relation to your data”. We commit to ensuring that your rights are upheld in accordance with the law and have appropriate mechanisms for dealing with such.   We may ask for your consent for processing certain types of personal data. In these circumstances, you will be fully informed as to the personal data we wish to process and the reason for the processing. You may choose to provide or withhold your consent. Once consent is provided, you are able to withdraw consent at any time.  You are required to comply with all company policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.  Signed on behalf of Aberystwyth Students’ Union  Signed ……………………………………………..  Name ……………………………………………….  Position ………………………………………………  Date ……………………………………………… | |
| **DECLARATION**  I declare that the statements made by me in my application for this post (including details of applications held) are true and that the accuracy thereof shall be a condition of this contract of employment offered to me by the Union.  I hereby accept the above offer of appointment.  Signed ………………………………………………..  Name …………………………………………………  Date ………………………………………………… | |
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