

CONDITIONS OF SERVICE

University of Newcastle upon Tyne Conditions of Service for Contracted Post-Graduate Teachers

1. These terms and conditions of employment should be read in conjunction with your appointment letter. Any changes to the terms and conditions of employment which are agreed with the recognised trade union are automatically incorporated into the contract of employment. Only People Services can make changes to the terms of the appointment.
2. You are employed as a Contracted Post-Graduate Teacher (CPT) and by accepting this role, you confirm you are a student of Newcastle University. Your post is graded at grade E, point 25 on the University pay scale. There is no probationary period for this post.
3. The post is for a fixed term of [up to one year] normally starting on 1st October and terminating on 30th September, without the need for notice unless terminated earlier by either party in accordance with clause 5. The role is linked to your period of study and will terminate when you cease to be a student of Newcastle University.
4. Your place of work will normally be the main University campus or other University premises in or around Newcastle, the nature of your employment may require you to work at other locations from time to time. The University also reserves the right to require your CPT employment to transfer to some other Academic/Service Unit, but will not do so without prior consultation with you.
5. Your employment may be terminated by either party with four weeks' notice. After five years continuous service, the notice which the University is required to give you will increase by one week per year of continuous employment, up to the statutory maximum of twelve weeks. Termination of the CPT contract has normally no impact on any studentship/student status.
6. Salaries are paid monthly in arrears on the last bank working day of the month, directly into your bank or building society account.
7. Because of the nature of the work, the University does not specify any terms or conditions relating to hours of work, within the meaning of the Employment Rights Act 1996. Working time is regarded as undefined and colleagues are expected to manage their own time to achieve the objectives of their position, based on a normal expectation of a 37 hour week at Grade E, where the parameters of the working week are determined locally to meet the requirements of the position. No colleague will be required to work in excess of 48 hours per week.
8. Actual days and times of work will be agreed with your line manager. The needs of the role may necessitate you working over your basic hours from time to time. You will be notified of any additional approved hours. Your working pattern may vary on a weekly basis to meet operational requirements. You will be provided with reasonable notice of your working pattern.
9. You will normally be eligible, subject to certain exceptions, to join the Universities' Superannuation Scheme (USS). Note: For information about pension arrangements please refer to the People Services Web pages on Pensions.
10. The University leave year is the 1st October - 30th September inclusive. Annual leave inclusive of bank holidays will be calculated and payable at a rate of 12.07% of your hourly rate. You will be expected to take your paid holiday either during the vacation periods or on days when you are not required to teach. Your total payment detailed in your contract letter shall be increased to reflect paid holiday entitlement and will be specified clearly
11. The University has an Occupational Sick Pay Scheme outlined in the Effective Management of Sickness Absence Procedure. Any payment of occupational sick pay is subject to timely and accurate reporting of absence. Failure to comply with the procedure could result in pay being

withheld. Colleagues may be required to attend Occupational Health at the request of management.

12. You shall not, in connection with any invention, patent or process of manufacture, have authority to make representations on behalf of the University or to enter into any contract in the like behalf or to be concerned in the like behalf in any transactions whatsoever relating thereto without the express consent of the University. Subject only to any existing third-party copyright, in material incorporated into Teaching Materials, the copyright and design rights in all Teaching Materials belongs to the University. The University respects the moral rights of its employees including the right to be identified as author of the Teaching Materials and will ensure that the author's contribution to the work is credited where appropriate. The University recommends that, as a matter of good practice, all Teaching Materials should carry a standard copyright and authorship statement as follows © University of Newcastle upon Tyne 2001, J A Smith, Author
13. The University is entitled to deduct from your salary or other payments due to you any money which you may owe to the University at any time. On leaving the University any outstanding monies due from you, in respect of overpayment of salary/expenses, staff development, training and research fees and/or exceeded holiday entitlements, will be deducted from your final salary payment.
14. The University is subject to the provisions of GDPR and you are required to comply with the Act and follow the University People Services Privacy Notice in relation to any personal data to which you may have access during your employment with the University.
15. Colleagues have the following rights with regard to Trade Union membership:
 - the right to be a member of such trade union as he/she may choose;
 - where he/she is a member of a trade union, the right, at any appropriate time, to take part in the activities of the trade union (including any activities as, or with a view to becoming, an official of the trade union) and the right to seek or accept appointment or election, and (if appointed or elected) to hold office as such an official.
16. The Newcastle Branch of the University and College Union is recognised by the University as the sole bargaining agent for employees on academic and related grades who are eligible for membership of the Branch and who are employed by the University up to the top of the agreed pay spine.
17. Details of the University disciplinary and grievance policy can be found of the People Services intranet pages.
18. The conditions of service and general information that have been drawn up are in accord with the requirements of employment legislation.

Effective Date	1.4.23
Approval	Jackie Scott, Executive Director of People Services
Policy/Procedure Owner	Kate Smith, Head of People Relations
Last Reviewed	March 2023

Appendix: Principles of Contracted Postgraduate Teacher

This guidance should be used in conjunction with the [Postgraduates who Teach Policy](#) (PGWT) when an Academic Unit's planned teaching indicates that they are able to offer a guaranteed number of teaching hours within a time period which is beneficial for both parties. The following principles would apply when considering an employment contract:

- a) The job title is Contracted Postgraduate Teacher at grade E
- b) The CPT is a Newcastle University student and employment will cease when they are no longer a student with us. After completion of degree any future work will be via a normal selection and appointment process aligned to the position.
- c) The CPT would normally be employed in the same academic unit as they are a student.
- d) Employment contracts will be for a one year fixed term and will normally start on the 1st October and run to 30th September. This will require early planning in the unit, using the school workload model, to decide what CPT support they need and should be included in the Unit's HR plans. Renewals or extensions must be discussed with the Faculty People Services team. In exceptional cases, we will consider a minimum 9 months contract where the start date is delayed. The end date would remain 30th September.
- e) For CPT's to have a contract of employment for a maximum of 0.2FTE the academic unit should plan and guarantee those hours at the beginning of the academic year and to last for the duration of the academic year. The weekly hours/days/times may vary and will be agreed with the individual in advance by their line manager. Contracted hours and payment will span the full academic year.
- f) The contract of employment is in one academic unit and any additional work which is available in another will be managed by paid additional hours and will not generate another employment contract. Payment for additional hours will be paid within the next available payroll.
- g) The teaching duties will be undertaken alongside the degree programme. Any consideration of change or extension to candidature please refer to Section 4.2 of PGWT Policy. Any limit to the amount of hours worked will be discussed with supervisor to ensure protection of studies.
- h) CPTs on a Student / Tier 4 visa are restricted to a specific (as defined in their visa) maximum number of hours per week of work throughout the year. There may also be restrictions within studentship terms and conditions of the funding bodies that need adhering to. **These must be checked and complied with in advance of offering any contract of employment.**
- i) Duties and responsibilities will be determined by the Line Manager in consultation with the CPT, and will be reviewed regularly. CPT's must satisfy the requirements as set out in Section 5 of the PGWT Policy. PGTAs must have already obtained a qualification at the level they are teaching.

Examples of responsibilities include:

- a. Taking small groups such as seminars, tutorials or workshops
 - b. Helping with fieldwork
 - c. Demonstrating in laboratories
 - d. Plan, prepare and teach lectures on their own specialism
 - e. Provide oral/written feedback to students
 - f. Assessment
- j) CPTs must ensure that the highest academic standards are maintained. The Line Manager will provide the appropriate training and support to help the CPT's understand their role. Regular performance discussions must take place.

- k) CPT's, whilst undertaking activity associated with the contract, will be managed in line with our colleague policies and procedures. Please refer them to our [People Services webpages](#) for further information.