



Terms and conditions of service

Residential schools staff

The contract of employment relating to residential schools staff comprises the terms and conditions of service laid out below together with the offer letter (“the contract”).

The separate guides *Travelling to your residential school*, *Claiming your expenses*, and *Supplementary information* explain our policies on travel, expenses, and other employment issues. These should be read in conjunction with the terms and conditions of service below. All guides referred to in this document are available on our website at <http://www3.open.ac.uk/residential-school-jobs>.

1 Employment

You are contracted for the period of time specified in the attached offer letter.

2 Residential school venue/place of work

Your offer letter gives the school venue for your appointment. You may be sent further details regarding arrival and departure times closer to the school start date or this may have been enclosed with your offer letter. If you have been offered a reserve tutor appointment, you may be called on to work at any venue where the school is running between the appointment dates.

3 Hours of work

Your hours of work may vary and will be confirmed to you prior to the commencement of the residential school.

4 Job title and duties

Your job title is as outlined in the offer letter. Details of your duties may be enclosed or would be as described in the role specification on our website.

5 Accommodation

You are entitled to accommodation and meals. Family, partners, and friends cannot be accommodated by The Open University at residential schools. They will not be given or be allowed to share accommodation or take meals in catering areas reserved for University staff and students. All teaching and catering areas at your school are non-smoking. The University reserves the right to charge for property lost, damaged, or stolen as a result of negligence or for the non-return of property supplied or available at the school. Further details on accommodation are available in the enclosed *Supplementary information*.

6 Taxation and national insurance

You are an employee of the University for national insurance and income tax purposes and deductions will normally be made from remuneration 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 (P46) for completion and return to us for processing (and forwarding to the Oxon & Bucks Area Tax Office). You are advised, in your 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. If you are exempt from paying Class 1 contributions or pay contributions at the reduced rate, the Open University must be sent the appropriate certificate issued by the Contributions Agency. Staff undertaking residential work, in a country other than their place of residence, will have tax and social security applied from their country of residence.

7 Legal liabilities and insurance

The Open University has all necessary public and employer's liability cover and you are covered by this insurance for accidental injuries, damage, and losses while working for the University. This cover does not apply to incidents arising outside your Open University duties. If you are involved in the investigation of an accident, you should make neither admission of liability nor any offer of settlement as this would jeopardise the University's cover. You should report to the school director any incident that may lead to a claim under the University's public liability insurance. The Open University does not insure loss or damage to personal property belonging to employees. 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. The University reserves the right to request evidence of motor insurance cover before paying expenses to you. The Open University has arranged travel insurance and the cover provides for external journeys (outside insured person's country of residence/domicile) and those UK trips which include either an overnight stay and/or an internal flight. A separate guide *Travel insurance - what you need to know* is available from our website. To obtain your travel insurance documentation, you must register your travel details on the Business Travel Insurance website (<http://intranet.open.ac.uk/travel-insurance>). You will be expected to give assistance as required by The Open University in the investigation of any loss, damage, theft, or in conduct or defence of any claim against or by any third party in connection with your work at the school.

8 Health and safety

The Open University recognises its responsibility for providing a safe and healthy work environment for staff, students, and others who may be affected by its work or undertakings. Staff, students, and others at residential schools must comply with appropriate legal requirements, the University Health and Safety policy, guidance issued by enforcing authorities, venue health and safety arrangements, and instructions given by supervisory staff to ensure personal safety. Details can be found in the Manual of Procedures (MOPs) available from the residential school office. You should take reasonable care for your own health and safety and that of others around you. The school director must be told of any threat to health and safety and any serious shortcomings in health and safety arrangements. You should make yourself aware of local health and safety arrangements and emergency procedures and refrain from damaging, misusing, or interfering with anything provided for health and safety reasons. You have a duty to familiarise yourself with the risk assessments in place relating to activities in which you are involved and a copy of these will be held by the school director. In addition, you have the following health and safety responsibilities: familiarise yourself with the safety and operating instructions for equipment to be used or demonstrated and operate any equipment with due regard for the safety of others; take reasonable care and precautions to avoid loss, damage, or theft of property supplied by the venue or the Open University and report such incidents to the school director as soon as possible.

9 Sickness or absence

The Open University regrets that it will not be able to pay residential schools staff remuneration in respect of duties not performed as a result of sickness or absence (including public holidays and normal holiday absence). If you are unable to perform the required duties as a result of sickness absence, you may be entitled to statutory sick pay. If you are not entitled to statutory sick pay you may be eligible to claim state invalidity benefit. The Open University reserves the right to terminate the contract giving appropriate statutory notice if you are unable to complete your duties within the required timescale due to sickness, leave or any other absence. During the residential school the school director, or appropriate member of staff, must be advised as soon as possible if you are unable to attend for work due to sickness.

10 Annual leave

Where applicable, you will accrue annual leave at the statutory minimum rate. You will be paid any annual leave that you have accrued at the end of the residential school.

11 Pension facilities

The Open University does not provide access to an occupational pension scheme for residential school staff. Therefore no contracting-out certificate is in place for this employment. The Open 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, The Open University, Walton Hall, Milton Keynes, MK7 6AA.

12 Termination

Subject to The Open University's right to terminate the contract summarily without notice in circumstances of gross misconduct, the contract will automatically terminate on the end date mentioned in your offer letter. If an appointment is terminated by the University, payment is made only for work completed unless, on appeal, the validity of the dismissal is not upheld in which case the balance of any payment outstanding will be paid. If termination of the contract by way of expiry of contract or otherwise would result in termination of your employment with the Open University, and you have acquired one year's continuous service with the University, then you will be invited to a meeting to discuss the proposed dismissal. You will be offered a right of accompaniment to the meeting and be advised of your right to appeal against the dismissal after the meeting. If the University needs to withdraw all or part of the appointment offer after you have accepted it, we will give you a mutually acceptable equivalent appointment or one third of the amount payable for the cancelled appointment. Wherever possible, you will be given fourteen days notice if this is necessary. If you need to withdraw from an appointment after you have accepted it, please let residential schools team know as soon as possible. If you need to withdraw after 16:00 on the first day of the appointment or, for schools starting Saturday or Sunday, after 16:00 on the Friday before the school, you should instead contact the administrator at the school. Contact details for the school are available from our website at <http://www3.open.ac.uk/residential-school-jobs> by selecting your module code and clicking on your school venue. If you do not contact us immediately about your unavailability it may jeopardise your chances of being given a future residential schools appointment. 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.

13 Grievance and disciplinary procedures

Residential school tutors and learning advisers

If you have any grievance relating to your work at the residential school, tutors should in the first instance raise this with the module director and if this is still not resolved then with the school director. Learning advisers should raise the matter directly with the school director. Full details of this procedure can be found in the residential schools Manual of Procedures (MOPs) held in the residential school office. In the event of the Open University raising a disciplinary matter this will be handled under stage three of the procedures for dealing with the inadequate performance or misconduct of associate lecturer and residential schools staff.

All other residential school staff

If you have any grievance relating to your work at the residential school, you should in the first instance raise this with the most senior member of residential schools staff (i.e., the school director or module director). If the issue cannot be resolved informally, then you should raise a grievance in writing. The University reserves the right to dismiss you from your school work at any time during the school in accordance with the disciplinary procedures. The authority to do this rests with the school director or module director, as appropriate. In the event of the Open University raising any disciplinary matter, this will be dealt with through the disciplinary procedures based on the ACAS Code of Practice One: Disciplinary and Grievance Procedures, which can be accessed at <http://www.acas.org.uk>.

14 Confidentiality

You may in the course of your duty with the Open University have access to confidential information, in particular, future strategic or business plans of the University, information relating to assignments, examination papers and marks, as well as personal information on applicants, students, graduates, and employees ("confidential information"). You must not (either during or after termination of employment with the Open 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 the Open University of any confidential information. Further, in conformity with the Open University's policy of preserving the confidentiality of all student records, you 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.

15 Copyright

Copyright in all materials (written, recorded, computer programmes, databases etc.) produced in the course of this contract shall vest in the Open University. You will respect the copyright, patents, and licences held or granted to the Open University as expressed in the University's publications and other materials. You will retain copyright in any existing materials developed by you prior to the commencement of this contract. You must ensure that no infringement of copyright or licensing agreements will result from the use of any supplementary materials such as slides, disks, or videos which you may bring to the school for the benefit of Open University students. The Open University cannot accept responsibility for the misuse of copyright material by residential schools staff.

16 Remuneration

Your remuneration is based on a daily rate which will be notified in your offer letter. For certain roles associated with the administration of the school the number of days you are required to work may vary from those stated in this offer. This will depend on the needs of the school. Should your services not be required every day, particularly during the setting up and packing up weeks of the school, your pay will be adjusted accordingly.

17 Method of payment

Employees at residential schools are paid monthly. Your rate of pay for this appointment is shown on the offer letter. If you are a member of full-time University staff with obligation to undertake work at residential school and are hence not being paid for your appointment, this will be shown as "Unpaid" on the offer letter. If you have been offered an appointment as a reserve tutor your offer letter will show the current reserve retainer payment. If you are later called on to teach, you will receive in addition to this retainer fee the relevant role (tutor, senior tutor, etc.) fee for the number of days worked. The retainer payment is withheld should you be called on to teach and the University does not receive a reply or receives an unfavourable reply. Payment is made direct to your bank/building society and if you are not a member of internal University staff you must use the *Engagement form and Tax Enquiry Form (P46)*, available on our website, to give us your bank/building society details and your national insurance number. We cannot make payment by cash or cheque.

18 Expenses

Please see the document *Claiming your expenses* on our website.

19 Employment with other organisations

The Open University considers it most important that 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 already employed with that other organisation.

20 Collective agreement

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

21 Equal opportunities

The Open University's policy is to offer equal opportunities to all students and staff. It aims to create an environment at residential schools where every student and every staff member is treated solely on the basis of their merits, abilities, and potential regardless of: gender; colour; ethnic or national origin; age; socio-economic background; disability; religious or political beliefs; family circumstances; sexual orientation; or other irrelevant distinction. The objective is a University which is truly open to all sections of the community, and in whose activities all individuals are encouraged to participate fully and equally. The commitment to an equal opportunities policy is embodied in the following principles:

- discrimination, direct or indirect, is unjust and immoral;
- discrimination represents a waste of human resources and a denial of opportunity for individual self-fulfilment;
- a successful equal opportunities policy needs the active support of the University community;