

THE UNIVERSITY OF SUSSEX**CONDITIONS OF EMPLOYMENT OF MANUAL AND ANCILLARY STAFFS****I General**

1. In the interpretation of these Conditions of Employment the following definitions apply:-

- (a) A "full-time" employee is a person engaged to work a normal week of 36.5 hours or more (see 9 below).
- (b) A "part-time" employee is a person engaged to work a normal week of less than 36.5 hours.
- (c) A "resident" employee is a person who is required to reside in University accommodation as a condition of employment.

Other definitions are given elsewhere in these Conditions of Employment in the following paragraphs as follows:-

- (d) A holiday on other days when the University is operating on minimum service is defined in 27.
- (e) The "normal working week" is defined in 9.
- (f) "Overtime" is defined in 10.

Paragraphs (g) to (i) have been deleted.

- (j) Reference throughout this document to the masculine gender shall include the feminine gender, and vice-versa, except where the context otherwise requires.

- 2. Members of staff are ultimately responsible to the Vice-Chancellor for the satisfactory performance of their duties, but in their day-to-day work each member of staff is responsible to the officer specified in the letter of appointment as amended from time to time.
- 3. Unless an exception has been made by the Vice-Chancellor in any individual case, members of staff other than those appointed to part-time or temporary posts are required to reside within 20 miles of the University.
- 4. In the case of full-time appointments to the University, members of staff may not hold any other appointments except with the prior consent of the University.
- 5. Members of staff of the University may be required, in accordance with the procedure laid down in document E52A, to work in any University building.
- 6. Members of staff working in the University areas concerned with the preparation or serving of food are required to obtain a certificate that they are medically fit for such work from a registered medical practitioner. If the practitioner states that the member of staff is unfit for such work, or if the member of staff does not obtain such a certificate within one week of the commencement of service, then their contract of employment is void.

II Pay, Hours of Work, Enhanced Payments

Rates of Pay

7. The salary scales are published at www.sussex.ac.uk/humanresources/personnel/salaryscalesratesofpay and form part of these Conditions.

Remuneration is paid monthly on the last day of each month, in arrears, by bank credit. Income tax is deducted as instructed by the Revenue and Customs.

The annual incremental date is 1 October, except that persons appointed or promoted between 1 April and 30 September inclusive receive their first increment on 1 October of the following calendar year. Increments are granted automatically but may be postponed or withheld for a specified period for unsatisfactory work.

8. Paragraph 8 has been deleted.

Normal Hours of Work and Working Week

9. A normal working week for full-time employees shall consist of 36.5 hours. Except where otherwise agreed or stated below the normal working hours are spread equally over five days from Monday to Friday. Certain members of staff may be required to work at weekends.

The normal working week is exclusive of meal breaks. The number of hours normally worked in a week may vary in a cycle of duty providing that the average number of hours per week for the complete cycle is 36.5 or more.

The working hours for Catering staff are spread across any five days out of seven including weekends. Working hours generally fall within the hours of 5.30am to 10pm (although evening hours will be until 11.30pm for two of the units in Bramber House – Eat Central and the main production kitchen). Staff work a four-week rolling rota, i.e. a rota where the shift patterns repeat themselves every four weeks. Catering Services staff work an average of two weekend days per four week period (i.e. one weekend every 4 weeks which equates to a maximum of 23 weekend days per annum, but not necessarily a consecutive Saturday and Sunday) and Kitchen Staff work alternate whole weekend shifts (maximum of 25 shifts or 49 weekend days per annum).

Overtime - Conditions for Payments and Rates

10. Wherever possible employees should co-operate in working any necessary overtime. As much advance warning as practicable of overtime working will be given but it is unavoidable that some overtime occurs at short notice due to sickness and emergencies.

A working week of 36.5 hours must be completely worked before overtime is payable except in cases of authorised absence which will include sickness. When an employee is working a cycle of duty which covers a period averaging 36.5 hours per week, then the number of normal hours in each week will vary, as stipulated in the employee's contract of employment, and overtime will be calculated on the basis of an average of 36.5 hours per week.

Time worked in addition to the daily work which forms part of the normal working week of 36.5 hours is counted as overtime and is paid at the following rates:-

Time and a half for hours worked beyond 36.5 hours on days 1-5 inclusive that an individual works in their working week.

Time and three quarters for hours worked beyond 36.5 hours on either or both of the 6th or 7th day worked in a week.

"Conditioned overtime" is where employees are conditioned (ie required by the University) to work more than 36.5 hours a week as a normal and regular scheduled feature of their employment: it excludes extra hours worked for staff shortage, or occasional or abnormal work, but it includes regular scheduled work required for the University whether by a requirement on each employee or by reliance on volunteers. It can be seasonal, ie employees can be required to work an hour a day overtime in term time but not in vacations. Voluntary conditioned overtime is defined in Document E52B.

Work on a Bank/Public Holiday or minimum service day

10a. Double time will be paid for all hours worked on a bank/public holiday or minimum service day, plus time off in lieu (TOIL) up to a maximum of an individual's normal working day, irrespective of the 36.5 hour threshold having been reached. Bank/public holidays and minimum service days will be deemed to start at 12 midnight and end at 12 midnight, 24-hours later.

11. Paragraph 11 has been deleted.

Additional Hours for Part-time Staff

12. When additional hours are worked immediately before or after normal hours of duty, a part-time employee is paid at the hourly rate of pay unless the number of hours worked in the pay week exceeds 36.5, when overtime rates as stipulated in Paragraph 10 will apply.

13. Paragraphs 13 to 17 have been deleted.

Stand-in Duties

18. An employee required to undertake the duties of a job in a higher grade for a period of one normal working day is paid at the rate for the higher grade during the period providing all the duties and responsibilities of the higher grade job are undertaken. The higher rate continues to be paid for each full day of stand-in duty worked continuously after the first normal working day. This does not apply where the requirement to act as deputy is included in the job.

Call Out Provision

19. (For employees required to return to work at an unscheduled time, but excluding those employees who receive a Call Out Allowance.)

(a) To qualify for payment in accordance with this paragraph, employees must:

- (i) have ceased work and left the place of employment and been recalled to work, or
 - (ii) have been notified before ceasing work to return to work at a time not less than two hours after the normal finishing time.
- (b) Where the recall to work is at a time which is more than three hours before their normal commencing time, payment shall be as follows:

(i)	Return to work and not required or required for less than two hours	A minimum payment as for two hours at the rate of time-and-a-half or the rate appropriate to the day and time whichever is the greater.
(ii)	Time worked up to and including three hours	Time-and-a-half or the rate appropriate to the day and time whichever is the greater.
(iii)	Time worked in excess of three hours	Double-time for hours worked in excess of three up to normal commencing time.
(iv)	Work after midnight	Double-time for all hours worked up to normal commencing time, subject to a minimum payment under (i) above.

- (c) Where the recall to work is three hours or less before normal commencing time an employee shall be paid time-and-a-half or the rate appropriate to the day and time, whichever is the greater, for the hours worked and plain time in respect of any period between the finish of the work and normal commencing time.
- (d) This payment does not apply to staff where the employee is given the option not to return to work as requested, or to arrangements which receive the split shift supplement.

III Tenure

20. Members of staff are appointed on probation for a period of three months unless otherwise stated in their letter of appointment. Members of staff transferred or promoted on these conditions will not be placed on probation for a second time. During the probationary period all these Conditions of Employment apply except that the appointment may be terminated by one week's notice in writing on either side. During the last month of the probationary period consideration is given to confirming the member's appointment or to extending it for a further period. If the appointment is not confirmed on the expiry of any probationary period or of any extension to it, the appointment will terminate. The member will be informed in writing of the University's decision at least one week before the appointment terminates in this way.

21. Appointments may be terminated at any time by either side giving notice in writing, the minimum amount of notice being as follows:

By the University	Length of Notice
Where the employee has a period of continuous service of less than five years:	One month
Where the employee has a period of continuous service of five years or more	Three months
By the member of staff	One month*

* Members of staff are encouraged to give as much notice as possible when they intend to leave the University.

22. Where a member of staff fails to give or serve the prescribed period of notice, the University may offset against any amounts due for holiday entitlement a sum for the period of notice not served. Payment will however be made for all hours actually worked.
23. Paragraph 23 has been removed following the abolition of the statutory retirement age.
24. Subject to the above provisions, appointments to the staff of the University are made either indefinitely or for a specified period which is stated in the letter of appointment.

Superannuation and Pension Arrangements

25. The appointment is pensionable. The relevant scheme for staff on grades 1 to 6 is the Sussex Group Stakeholder Scheme. (The University of Sussex Pension and Assurance Scheme has closed to new members.)

National Insurance Contributions

26. National Insurance contributions are deducted monthly from salaries. The amount of the contribution depends on whether or not the member is contracted out of the State Second Pension (S2P).

IV Holidays and Sick Leave

27. Members of the manual and ancillary staff are entitled in the leave year, 1st October to 30th September, to holidays with pay in accordance with the Holiday Scheme for Manual and Ancillary Staff (Document E53). This Scheme entitles members of staff to paid holidays on the days when the University is operating on minimum service, at present six, as well as on the eight public/bank holidays, provided that members of staff may be required to work on any of these days and if they are so required to work they will be entitled to special payments and/or to days off in lieu in accordance with the Scheme. Members of staff are also entitled to annual holidays with pay of twenty days, which in the first year of service accrues at the rate of 1/12th for each completed calendar month of continuous service. For the purpose of this provision, part months' service at the start and finish of employment within the first year of service shall be aggregated and, if 30 or more calendar days, the aggregate period shall be treated as a month's service for the determination of leave. In addition to this standard holiday entitlement full time employees are entitled to one additional day of holiday in the leave year after they have completed three years of service with the University, one additional day of holiday in the leave year after they have completed four years of service and one additional day of holiday in the leave year after they have completed five years of service. As stated in the Scheme, the University maintains the right to

'lay-off' part-time members of the catering staff during vacations, if their services are not required, on the terms set out in the Scheme.

28. Members of the manual and ancillary staff who are absent from duty owing to illness, including injury or other disability, are entitled to the benefits of the University Sickness Benefit Scheme (Document E49A). Members of staff absent from duty owing to illness should inform the University of such absence immediately, or as soon as is practicably possible. Members of staff ill for more than three days must submit a self certificate and if ill for more than seven days a doctor's certificate must be submitted.
29. The monthly salary payable during annual holidays and sick leave shall be the rate ordinarily payable for the basic working week, together with payments (if any) for conditioned overtime which would have been worked in that week. (Porters in the residential area who take their holidays in vacations are paid conditioned overtime based on the average of the previous term.)
30. Details of entitlement to maternity leave, paternity leave, adoption leave and parental leave are available on the Human Resources website or from the Human Resources office.

V Trade Union Membership and Activities

31. Members of staff of the University have the right:-
 - (a) to be a member of such a trade union as they may choose;
 - (b) to refuse to be a member of any particular trade union or other organisation of workers;
 - (c) if they are a member of a trade union to take part, at any appropriate time, in the activities of that union (including any activities as, or with a view to becoming, an official of that union), and to seek or accept election or appointment as an official of that union.

("Appropriate time" in this paragraph means outside normal working hours or, if the consent of the officer to whom the member of staff is responsible, as in Paragraph 2, for the day-to-day work has been given, within working hours. For instance, in accordance with the Procedure Agreements, there may be occasions when union meetings are held during working hours.)
32. The University has recognised Unison as the appropriate trade union for manual and ancillary staffs for the purpose of:
 - (1) union recruitment, and
 - (2) representation of their own members, and
 - (3) representation and negotiation on behalf of Unison members.

Similarly the University has recognised Unite for their Craft membership.

VI Grievance Procedure

33. Members of staff having an individual grievance, complaint or problem relating to employment should normally discuss the matter first with the person specified for this purpose on appointment or as amended from time to time. At any discussions members of staff may, if they wish, be accompanied by a friend who may be a Union representative. The procedure to be followed if the grievance is not satisfactorily settled at the initial stage is set out in the Staff Grievance Procedure, copies of which are available from the Human Resources Office.

VII Conditions Applicable to Part-Time and Temporary / Fixed Term Members of Staff

34. Except where otherwise stated, all these conditions of employment apply to temporary (or fixed term) appointments and to part-time appointments.

VIII Amendment of Conditions

35. The University reserves the right to amend the foregoing conditions of employment after negotiation, in accordance with the Procedure Agreements, with Unison and Unite, as appropriate.

HR Office
April 2013

NOTES WHICH ARE NOT PART OF THE CONDITIONS

DATA PROTECTION ACT

The holding or processing of information on individuals which a member of staff may handle in the course of his or her duties is subject to the Data Protection Act 1984 and the University's Code of Practice on Safeguarding the Confidentiality of Personal Information. It is the policy of the University that all members of staff must comply with this Act and the Code of Practice. The Data Protection Act refers to information stored in computers as widely defined, including word processors, ("equipment operating automatically in response to instructions"), whereas the Code of Practice refers to all personal information about an individual learned in the course of a member of staff's duties. The University has designated a Data Protection Officer to oversee compliance with the Act.

The attention of members of staff is drawn in particular to the following points:

1. Information concerning individuals learned in the course of a member of staff's duties must not be communicated to other persons or bodies unless required to do so by law or for the proper purposes of University business, or with the consent of the individual concerned, and any disclosure of information must be consistent with the University's registration under the Data Protection Act.
2. It is the responsibility of all members of staff to ensure:
 - (i) that appropriate measures are taken to ensure that information which they obtain, including information given on computer print-out, microfiche etc, is not accidentally divulged to unauthorised persons, and that appropriate care is taken in disposing of printed information and
 - (ii) that the measures relating to their particular offices, to ensure the security of personal information, are applied and
 - (iii) that any personal data they handle has been registered under the Data Protection Act, and that the Data Protection Officer is informed of any data which is not registered or of any changes or deletions that might affect the University's registration. For anyone handling personal data that they do not themselves control, this responsibility is met by checking with the person who controls the data.

A Code of Practice on the Data Protection Act, with Annexes on subject access requests and on security has been issued, and Section Heads or appropriate academic officers will inform staff of the security measures applicable to their office.

3. Staff who are data holders may hold personal data only in accordance with the University's registration under the Data Protection Act, except where a member of staff has chosen to register as a Data User for his University academic work, and where a member of staff has chosen to be so registered he should inform the Data Protection Officer. Data holders should make appropriate arrangements for access to their data whenever they are absent from the University.
4. No employee is permitted to remove from the University personal data with the intention of processing this on another computer, unless such use is recognised and authorised as part of the system. The standard of security at another site should be adequate having regard to this code of practice.
5. The University will use its resources to support any employee or student who faces court proceedings for alleged breaches of the Act connected with the University's registration, if that employee or student has acted in a reasonable manner, and not in breach of this Code of Practice.

Copies of the Code of Practice on Safeguarding the Confidentiality of Personal Information, which gives staff rights of access to their manual personal files, and of the Code of Practice on the Data Protection Act, may be consulted for reference in School Offices, the Library, or the Human Resources Office.

THE UNIVERSITY OF SUSSEX**Statement of University Procedures concerning working in other buildings/sites**

The University Conditions of Employment of Manual and Ancillary Staffs state:

"5. Members of staff of the University may be required, in accordance with the procedure laid down in document E52A, to work in any University building."

The procedure agreed between the University and Unison and Unite is as follows:

- (a) Members of staff who are initially appointed to work in a particular building or buildings (eg porters) will not normally be required to work either temporarily or permanently in another building without their consent.
- (b) Members of staff not initially appointed to work in a particular building or buildings (eg catering staff, craft staff) will not normally be required to work either temporarily or permanently on another site without their consent.
- (c) Lists of those crafts and grounds staff who are willing to work on other sites will be prepared, and requests to work at other sites will first be made to those listed. Only if there is no-one available from the lists of volunteers will a person not on the list be asked to work at another site.
- (d) Where an abnormal situation is held to exist, the question of re-allocation of staff will be discussed with Unison or Unite representatives, as appropriate, as soon as possible.

The University of Sussex

MANUAL AND ANCILLARY STAFFS

Voluntary Conditioned Overtime

1. The definition and arrangements concerning Voluntary Conditioned Overtime were agreed by the former Manual and Ancillary Staffs Committee on 24th February 1977 as follows:
 - (1) The definition of Voluntary Conditioned Overtime includes the following:
 - (a) the individual member of staff is not obliged to carry it out;
 - (b) the University may reduce it or withdraw the request for it when necessary;
 - (c) voluntary overtime is only regarded as conditioned when it has been carried out regularly over a three month period, and is deemed to have ceased if it is not continuous over a period of three months.
 - (d) payment of voluntary conditioned overtime is not made for such overtime occurring less frequently than once every four weeks.
 - (2) Payment for voluntary conditioned overtime will be made during sick leave and holidays.
 - (3) For the three month period immediately following a reduction in the amount of voluntary conditioned overtime, payment during sick leave and holidays will continue to be made on the basis of the voluntary conditioned overtime previously worked.