

## THE UNIVERSITY OF SUSSEX CONDITIONS OF SERVICE OF FACULTY - LANGUAGE TUTORS

### Definitions

In these Conditions:

"University" means the University of Sussex.

"Council" means the Council of the University.

"Senate" means the Senate of the University.

"employee" means a person appointed as a member of the University's faculty (including such an employee on probation) on these Conditions.

**"employee (tutor faculty)"** means a person appointed as a member of the University's Language Tutor faculty and remunerated according to the University's salary scale. In paragraphs where the phrase "employee (tutor faculty) of the University" is given in bold type, the provisions of that paragraph refer solely to the category or categories of faculty in bold type. The tutor faculty is a subset of the teaching faculty.

"Head of School" means the Dean or Head of the School of Studies to which the employee is appointed or, in the case of an employee whose appointment is to an academic unit other than a School of Studies, the head of that unit.

"senior officer" means the officer having primary responsibility direct to the Vice-Chancellor for oversight of the office or unit in which an employee of the administrative faculty works.

"UCU" means the University and College Union being the trade union for the time being recognised by the University as the appropriate trade union and sole bargaining agent for employees of faculty.

"Procedure Agreement" means such Procedure Agreement between the Council and the UCU as shall for the time being be in force and shall be published by the University from time to time.

References in these Conditions to particular University officers and committees shall be deemed to be references to such officers and committees as are from time to time responsible for the relevant functions in accordance with the Organisation of the University document for the time being in force.

In the case of employees whose appointment is funded from a grant of funds to the University, everything in these Conditions of Service and in any publications made under paragraph 2(d) of these Conditions is subject to the terms and conditions of any grant of funds to the University from which the employee is paid. Where there is a conflict between the terms of such grant and these Conditions, then the terms of that grant shall prevail.

The Academic year runs from 1 September to 31 August each year for the purposes of this contract.

### SECTION I GENERAL

1. The terms of appointment of an employee are subject to the provisions of the Charter and Statutes of the University. They are also subject to such Regulations as may from time to time be made by the Senate and/or the Council, provided that any such matters as may for the time being fall within the scope of the Procedure Agreement shall have been negotiated according to the full processes of that Agreement.

2. (a) The UCU is recognised by the University as the appropriate trade union and sole bargaining agent for faculty.

(b) The Council may from time to time vary or add to these Conditions provided that such variations or additions shall:

(i) only be made after the full processes of the Procedure Agreement shall have been followed; and

(ii) be set out in a notice in writing to the employee and shall take effect on the date specified in such notice (not being earlier than three months after service of such notice) unless the employee shall before such date give notice in writing (to the University officer who issued the notice of such variation or addition) of his or her dissent thereto.

(c) Any notice required to be given under sub-paragraph 2(b) shall be given:

(i) by the University by delivery to the normal place of receipt of written communication and by electronic means to the employee's University of Sussex email account; and

(ii) by the employee by delivery including electronic delivery to the office of the said University officer; and in each case a notice shall be deemed to have been served at the time of delivery.

(d) Matters expressly referred to in these Conditions as due to be published by the University from time to time shall only be published after the full processes of the Procedure Agreement shall have been followed and shall be published in the minutes of the Council or Senate or their Sub-Committees or by notice delivered to the normal place of written communication and by electronic means to the employee's University of Sussex email account; and shall be applicable forthwith upon such publication.

## SECTION II DUTIES AND RESPONSIBILITIES

3. An **employee (tutor faculty)** may undertake outside activities which contribute to his or her professional standing and development, including the membership of committees and working parties concerned with matters which affect his or her professional concerns, attendance at recognised professional conferences, book-reviewing and writing articles, and undertaking broadcasting and lecturing; provided that in sum these activities do not, in the opinion of his or her designated senior officer, adversely affect the proper performance of the employee's University duties.

(See paragraphs 8 and 9 below for other provisions relating to outside activities.)

4. Within the limitation of its available resources, the University will provide adequate facilities, support staff and materials for the proper performance of the duties assigned to an **employee (tutor faculty)**.

5. It is the responsibility of **employees (tutor faculty)** to advance and diffuse knowledge through teaching, advanced study and professional activities and to undertake such academic and administrative tasks as relate to those purposes.

6. An **employee (tutor faculty)** is required:

a) to give such lectures and tutorial instruction (including participation in the University's personal tutor scheme), and to conduct such seminars, discussions, supervision of students, where appropriate, and practical classes as the Head of School may from time to time determine after consultation with the Chairperson of his or her Subject or Contextual Group acting as the representative of that Group;

b) to contribute to the planning, development and teaching delivery of such courses and programmes of activities as the Director/Head of School may determine and to undertake the academic and administrative duties related to these tasks; and

c) to contribute to the professional development of his or her area of work; and

d) to assist in the general work and activities of his or her School or area of the University.

7. An **employee (tutor faculty)** may undertake such extra-curricular or outside activities as are normally associated with such posts, provided that these activities in the aggregate do not, in the opinion of the Head of School, adversely affect the proper performance of the employee's University duties.

8. With reference to paragraphs 3 and 7 as appropriate, an **employee (tutor faculty)** must (subject to the practice published by the University from time to time) notify such commitments to the Head of School or designated senior officer.

9. In respect of any extra-curricular, professional or outside activity for which the **employee (tutor faculty)** anticipates a need for a significant resulting demand on the University's equipment, material or supporting staff, the arrangements (including, if appropriate, agreement for payment of the estimated costs of the resources to be used) for such use must be the subject of prior written approval by the Vice-Chancellor (or some other officer authorised by him or her for the purpose).

10. Any unresolved disagreement about the performance, nature, extent, or appropriateness of the duties assigned to an employee of faculty shall be determined in accordance with the Grievance Procedure for the time being in force and referred to in paragraph 32 of these Conditions.

### SECTION III REMUNERATION

11. Remuneration shall be in accordance with the University's salary scales. The scale, and the salary within that scale, on which an employee is first appointed are stated in his or her letter of appointment; and any changes therein (other than by annual increment) shall be notified to him or her in writing. Overtime payments are not made, except to part-time employees where the extra hours have been worked with the prior agreement of the head of the unit and in which case these will be remunerated at the basic, and not enhanced, hourly rate. In the case of employees paid from grants or other external funds, the payment of salary awards will be conditional upon the grant-giving body not refusing the provision of funds to pay the increase.

12. The University will deduct income tax monthly from salaries, in accordance with instructions from the HMRC. Remuneration is usually annualised and paid monthly on the last working day of each month and payment is made by bank credit.

13. An employee who has left the University's employment prior to the implementation by the University of a retrospective salary award covering in whole or in part the period of his or her employment shall receive the benefit of the award, provided that he or she has informed the University of the address to which notification can be sent, and provided that, in the case of employees paid from grants or other external funds, receipt of the award shall be conditional upon the grant-giving body not refusing the provision of funds to pay the increase.

14. Unless specified otherwise in the letter of appointment the annual incremental date is 1 October, but in the case of an employee appointed or promoted to a new scale between 1 April and 30 September inclusive his or her first increment shall accrue on 1 October of the following calendar year.

15. **Employees of the tutor faculty** (unless transferring from previous fixed-term contracts with continuity of service) will initially be paid at Grade 6, point 1 of the University's single pay spine. Incremental Pay Progression: a. Progression through Grade 6 up to the non-discretionary threshold for that grade will normally be based on automatic annual increment on 1 October (subject to the employee, exceptionally, being denied incremental progression

under established procedures for dealing with performance issues). For Tutors on a fractional FTE who leave the University's employment during an academic year, the Tutor may be required to repay monies where they have been overpaid for teaching that has not been delivered due to the annualised nature of their contract. The University will be required to pay the tutor for teaching undertaken, where monies have been underpaid due to the annualised nature of their contract.

#### SECTION IV PROBATION

16. An **employee (tutor faculty)** appointed on the Tutor salary scale Grade 6 whose appointment is not temporary is initially appointed on probation for a period of two years unless this condition is waived or the period is reduced in the letter of appointment. Early in the second year of the probationary period, or six months before the termination date of the probationary period in the case of employees appointed on probation for less than two years, consideration is given to confirming the Tutor in his or her appointment or to extending his or her probationary appointment for one further year. If the appointment is not confirmed with effect from the expiry of the probationary period, or such six month extension of it, the appointment shall terminate. The Tutor shall be informed of the University's decision at least three months before the expiry of the probationary period (or of any such extension). The procedures relating to such confirmation or extension will be as published by the University from time to time. The University will give help to the Tutor during the period of his or her probation with a view to his or her fulfilling the requirements for confirmation of his or her appointment. This paragraph does not apply to tutors with four or more years continuous service when they transfer to open-ended contracts.

17. The appointment of an **employee (tutor faculty)** may be terminated:

(a) by the University in accordance with Regulations adopted under Statute VII from time to time, by service of three months' notice in writing, save in the case of gross misconduct.

(b) by an employee by service of three months' notice in writing (or such lesser notice as the parties shall agree). In the case of employees of the tutor faculty, where the three months' notice would otherwise expire during a term, the notice period will be extended to expire at the end of that term. The dates of the University's terms are published on the Academic Office website at [www.sussex.ac.uk/academicoffice](http://www.sussex.ac.uk/academicoffice). and subject thereto and to the provisions of the preceding paragraph 16 as appropriate the appointment shall subsist during the specified period (if any) stated in the letter of appointment.

#### SECTION V SUPERANNUATION

18. The employee will be eligible to join the Universities Superannuation Scheme (USS), subject to the rules of USS which may be amended from time to time, with effect from the commencement of employment.

#### SECTION VI HOLIDAYS AND HOURS OF WORK

19. The holiday entitlement for an employee will be the pro-rata equivalent of: 20 days per annum; rising to 21 days at three years' service; rising to 22 days at four years' service; rising to 23 days at five years' service. Additionally, the pro-rata equivalent of the normally eight public/bank holidays and the University's six minimum service days will apply. On termination of employment, employees will be entitled to payment of salary in respect of holidays accrued but not taken. To calculate this entitlement, all years of service on successive fixed-term contracts with continuity of service will be included.

20. Holiday will normally be taken outside the scheduled teaching periods.

21. The University may authorise additional paid leave in exceptional circumstances. Applications for unpaid leave will be given favourable consideration where possible.

22. An employee's hours of work will be outlined in their appointment letter. Any additional hours may only be undertaken following agreement between the employee and the line manager and on the basis of additional pro rata payments. The employee's scheduled hours and days will be confirmed by SCLS in relation to each teaching period and the employee will be expected to be available to deliver accordingly. The employee's scheduled hours and days may change subject to the University's teaching timetable.

## SECTION VII LEAVE

### Sickness or Injury Leave

23. (a) **Employees (tutor faculty)** will be eligible for occupational sickness benefit of up to:

Length of service:

	Full pay (against which statutory sick pay will be offset)	Half pay
During the first 3 months:	Two weeks	Two weeks
First year after 3 months	Two months	Two months
During 2nd and 3rd year	Three months	Three months
During 4th and 5th year	Five months	Five months
After 5th year	Six months	Six months

(b). A week's pay for occupational sick pay purposes will be calculated as the **employee's (tutor faculty)** actual salary as averaged over the duration of his/her contract.

(c). **Employees (tutor faculty)** will be required to follow the University's notification procedure for sickness absence as set out in Appendix 4. He/she will not be entitled to receive any sickness benefits if the absence notification procedure is not so followed.

24. Where an employee is absent from duty as the result of an injury or accident in such circumstances that damages may be recoverable from a third party, the University shall instead of sick pay advance to the employee a sum or sums of money equivalent to the sick pay which he or she would otherwise have received, on condition that the employee will refund to the University any sums recovered by him or her from a third party in so far as those sums represent compensation for loss of earnings from the University. The employee shall be obliged to make a claim or to take legal proceedings against a third party for such compensation if required so to do by the University on the basis of indemnity from the University as to his or her expenses.

25. An employee who is prevented from performing his or her duties because of contact with disease in circumstances which, under any legislation, orders, directions, or regulations in force at the time prevents him or her from attending work shall notify the University as soon as possible and shall be entitled to receive full pay less any benefits receivable under such legislation or regulations. Periods of absence for this reason shall not be reckoned against entitlement to sick leave under paragraph 23.

#### Maternity Leave

26. A female employee is entitled to maternity leave as set out in the University's Maternity Guide.

#### Paternity Leave

27. An employee is entitled to paternity leave as set out in the University's Paternity Guide.

#### Parental Leave

28. An employee is entitled to parental leave as set out in in the University's Guide.

#### Leave without Salary

29. The University may grant to an **employee (tutor faculty)** leave of absence without salary for a period not exceeding (except in exceptional circumstances) one year in accordance with such conditions and such procedures as may be published by the University from time to time but without prejudice in the case of employees of the teaching faculty or library faculty to the employee's right to apply for Study Leave, or in the case of employees of the administrative faculty to any application which the employee may make for leave of absence with salary, or to his or her incremental rights under Section III of these Conditions. The University will continue to pay its share of such an employee's superannuation contribution for the period of leave, and the employee will pay his or her own share, unless the University in both cases or in either case otherwise decides.

#### SECTION VIII APPRAISAL

30. Employees are subject to an appraisal scheme, the procedures of which will be as published by the University from time to time.

#### SECTION IX EXPENSES, ETC

31 Subject to the terms and conditions and procedures relating to such grants and exemptions published by the University from time to time, the University will reimburse, in accordance with scales approved from time to time by the Council, expenditure on travel and subsistence which the employee incurs in the course of University business and which shall have been approved (specifically or generally) in advance by the Budgetary Officer concerned.

#### SECTION X GRIEVANCE & DISCIPLINARY PROCEDURE

32. (a) An employee who wishes to raise an individual grievance relating to their appointment should do so in accordance with the procedure set out in Regulations adopted under Statute VII from time to time.

(b) Should an employee be subject to disciplinary action relating to their employment, this will be undertaken in accordance with the procedure set out in Regulations adopted under Statute VII from time to time.

#### SECTION XI INSURANCES

33. The University maintains certain insurances which are as published by the University from time to time.

#### SECTION XII DATA PUBLICATION AND DISPERSAL

34. Information and data collected in the course of duty and reports and papers compiled and written by an employee, and all rights thereto, remain the property of the University. Procedures and terms relating to decisions to publish, to the acknowledgement of credit in publications, and to the destiny of data collected during an employee's participation in a research programme, shall be as published by the University from time to time.

### SECTION XIII CONDITIONS APPLICABLE TO PART-TIME & FIXED TERM APPOINTMENTS

35. Except where otherwise stated, the conditions of service at paragraph 36 and 37 apply to fixed-term appointments and to part-time appointments.

36. Payment of salary for part time and full time is normally made by 12 equal monthly instalments of the annual amount due.

37. This method of calculation of salary means that at any given stage of the year (except at the anniversary date of the appointment) there may have been an under or over payment of salary. It is therefore necessary when an employee of staff leaves to undertake a calculation to determine whether there has been under or over payment; if there has been over payment, the employee agrees to reimburse the over payment; if there has been under payment, the University will make up the shortfall.

24 September 2020