

Agreements reached as 16-week negotiation period concludes

Agreement has been reached on a broad range of issues between the University of Sussex and University College Union (UCU), resulting from the Joint Statement Negotiations.

This document outlines agreements reached during the 16-week Joint Statement Negotiations, and future actions focused on the University of Sussex developing best practice employment policies and practices and becoming a diverse and inclusive University community.

Equalities

Our joint statement said:

We will establish a working group involving UCU representation, and chaired by the PVC Culture, Equality and Inclusion, that within 16 weeks will discuss and where possible reach agreement on:

a) Publish and codify the institutional process for Equalities Impact Assessments. Current guidelines and template (drafts from May 2020) will be updated.

We have agreed:

- To amend the current Equalities Impact Assessments (EIA) guidelines and template (originating from May 2020).
- A process for institutional implementation of the new guidelines and template.
- That the amended guidelines and template and the implementation process meet the four areas identified by UCU:
 - i. the departmental/institutional events that will trigger an EIA;
 - ii. the stage in an 'event' at which an EIA should happen;
 - iii. assurance on the quality and occurrence of an EIA;
 - iv. assurance that actions resulting from an EIA are actioned and monitored.

Our joint statement said:

b) Workload commitment and remuneration for equalities work. This is in recognition that workload tariff needs be calculated for all university-set Equalities, Diversity and Inclusion (EDI) work.

We have agreed:

- That EDI work is a vital part of the University's business and should be considered a contribution to leadership and citizenship.
- As such, EDI work will be formally recognised in workload allocations, and in the statement of principles relating to workload allocation to be discussed at Senate in November 2022.

Our joint statement said:

*c) Action plans for elimination of all inequality pay gaps (gender, race, disability). To draft plans that exceed the current targets and ambitions at the University within a defined timescale. This includes a commitment to examine previous UCU submissions on pay gap; **and**;*

d) Antiracist Sussex Pledge commitment. To examine resources for understanding retention problems for Black and racially minoritised staff as part of action plan for addressing the race pay gap.

We have:

- Provided UCU with a data pack to include the data available to illustrate any gender, race and disability pay gaps, alongside related information, to assist in understanding the nature of any pay gaps at the University. The pack includes information relating to the retention of minoritised ethnic staff. This has been actioned.
- Provided a document to UCU outlining the actions planned to address pay gaps and any activities that have been agreed or accelerated as a result of the 16-week negotiation period. The University, through the work of the Athena SWAN and REC SATs and otherwise, will continue to use data to inform action planning and delivery in this area. The University will implement actions already identified as part of the Athena SWAN process and emerging actions from the REC self-assessment process with the longer-term aim of eradicating the elements of gender, race and disability gaps that the University can most equitably influence (most prominently, actions/interventions to affect the distribution of staff in senior grades). The University's current plan to address the gender pay gap is available [here](#).
- Established a £50,000 carers' support budget fund. HR has developed the process for accessing the fund and has shared a draft with UCU.

Our joint statement said:

e) Student support services. To ensure staff commitment to such services are adequately provisioned and there is specialist work in mental health support. This should include proper staffing resources for the student counselling service, and action to address the specific support needs of racially minoritized and international students.

We have agreed:

- An additional 5.1 FTE staff have been employed over the last year in the area of student wellbeing and mental health support, and resources and approaches to delivery are being reviewed regularly by the Division of the Student Experience, and will be increased if required.
- University mental health and well-being staff have received dedicated training on working with racially minoritised groups and international students.
- Any changes to fixed-term contracts for student support services will be discussed with USSU and UCU prior to the end of contracts as part of the standard review.
- Where possible, the Division of Student Experience will provide UCU with waiting times for student wellbeing and mental health support for initial assessments.
- The Director for the Student Experience will continue to practise positive action in the Division's recruitment processes, actively engaging networks for racially minoritised therapists and experts in mental health to ensure we continue to address diversity within the team.
- To provide UCU with responses from the Director for the Student Experience to the original questions raised (actioned).

Our joint statement said:

f) Management antiracism and other equalities training. To look at how to publicise and make use of training and how to make use of learning impacts in policies and practice.

We have agreed:

- To share details of the training received by University Executive Group (UEG) (session objectives and slides) as well as initial feedback provided by ULT on the impact of their learning.
- That, by mid-October 2022, the Organisational Development (OD) team will collate feedback and data and provide a summary to the UCU.
- That the Pro Vice-Chancellor Culture, Equalities and Inclusion (PVC CEI), with the EDI and OD teams, will review learning impacts and consider further EDI related training requirements.
- There will be a discussion at UEG (VC-inclusive) of antiracism training for UEG and ULT.

In addition, there will be termly joint JNC meetings (UCU, Unite and Unison) focused on equalities which will be Chaired by the Vice-Chancellor.

Pay, Fixed Term Contract Length

Our joint statement said:

We will establish a working group chaired by the Director of HR, and involving UCU representation, the Provost and the PVC CEI; and within 16 weeks will discuss and where possible reach agreement on:

a) Salary and redundancy payments for staff who have worked on a continuous basis at Sussex in excess of three years, if redeployment or other options for continued employment are not successful.

This demand has been further clarified. In all redundancy situations where there is a continuity of service of more than three years, staff are eligible to their contractual notice period, plus an extended notice period of 3 months.

We have agreed:

- That UCU's aspiration was aimed at ensuring that there is a safety net for staff whose fixed-term contracts are ending after three years or more.
 - Therefore it was agreed that redundancy would be paid after 3 years of continuous service at a rate equivalent to 2.25 weeks' pay for each complete year of service if redeployment or other options for continued employment are not successful.
 - This, coupled with the practice of staff being given three months' notice of the ending of their FTC, would provide the safety net for staff to find alternative employment, either internally or externally.

Our joint statement said:

b) Employment over holiday periods all staff on fixed term contracts.

We have agreed:

- That the University will end the practice of issuing 9 or 10-month Education and Scholarship / Education and Research contracts that finish at the end of the teaching year. Contracts that require teaching over for two consecutive terms will be a full 12 months.

Our joint statement said:

c) Renegotiation of 'Fixed-term appointments: management guidance (2012)', as a minimum revising point 8.2 to include: where an individual has three or more years' continuous service with the University and has been employed on two or more successive fixed term contracts for a continuous period of three years they may write to the University to claim indefinite status.

We have agreed:

- That the University HR team will make the language within the Fixed-Term Appointments Guidance more explicit to enable conversion to indefinite status after 3 years of continuous service, with the expectation that they will be, unless there are exceptional reasons not to do so.
- That the guidance will be rewritten to ensure the limitation of their use to only instances where they are necessary (due to the fixed term or uncertain nature of the business need or funding available) and that the default is to offer permanent contracts. Doctoral Tutors are excluded from this policy.
- That the Draft Fixed Term Appointments Guidance has been shared with UCU.
- That the HR team commits to examine all academic staff on fixed term contracts that are due to end in the next 6 months (except doctoral tutors) within 4 months of signature of this

document to determine if they should be moved on to permanent contracts, with the expectation that they will be, unless there are exceptional reasons, such as funding cessation, not to do so.

- HR commits to ensuring that, as of the 1st of December 2022, all fixed term contracts will begin and end on the 1st day of the relevant month, except in cases where there is mutual agreement on an alternative start date.

Our joint statement said:

d) Overtime pay. Reach agreement on the proposal that overtime to be paid at time and half between the first and fifth day beyond pro rata hours of work, or time and three quarters on the sixth or seventh day beyond pro rata hours of work part time staff.

We have agreed:

- That the University does not accept this UCU proposal. If part-time colleagues are regularly being asked to work overtime, the University will look at increasing their FTE, or at employing additional staff.

Our joint statement said:

e) Maternity pay, to increase to full pay for 26 weeks during the period of Ordinary Maternity Leave, which will include any payments of SMP/ MA. Or SMP/MA alone where this is greater.

We have agreed:

- That the University will increase maternity pay to full pay for 26 weeks during the period of Ordinary Maternity Leave from 1st December 2022.
- That the current 2 maternity schemes will be merged into one.
- That the University will remove the service eligibility period to claim Occupational Maternity Pay (OMP), so that all employees can therefore claim OMP from the beginning of their employment.
- Updated Maternity, Adoption and Parental Leave Guidelines are available.

Our joint statement said:

f) Promotions process, to examine UCU's involvement so as to achieve its incorporation at the earliest opportunity in all planning stages.

We have agreed:

- That the University will review the academic career framework and the promotions process with involvement from UCU at the earliest opportunity. This review will be led by the University Interim Provost and Pro Vice-Chancellor (Research and Enterprise).

Our joint statement said:

g) Commitment that parental leave of more than two weeks will always be backfilled.

We have agreed:

- HR will issue guidance to Heads of School and PS Directors that that the University expects to backfill posts associated with parental leave of longer than 2 weeks unless there is an exceptional reason not to do so.
- That, in this context, cost should not be grounds not to do so.
- That the draft guidance and plan for communicating it are shared with UCU.

Our joint statement said:

h) Increment points. Examine the proposal to an additional contribution point on all scales equal to one incremental point and whether this would have an impact on any of the pay gaps.

We have agreed:

- That the University will review increment points as part of a more comprehensive review of academic grades and pathways.
- That changes to the grades and increment points will be implemented, at the latest, during the 2024/25 academic year, following appropriate consultation with UCU.
- That these actions are part of the University's ambition to attract and retain the most able staff and to provide an excellent reward package for academic staff, in the context of the high local cost of living.

Our joint statement said:

i) Working above grade as part of the job families review, when determining responsibilities in job descriptions and robust training offered to recruiting managers for determining a roles grade.

We have agreed:

- HR will work with UCU on rewording the current guidance notes on 'Working Above Grade' within the Job Families Guidance document. Training will be offered to managers to ensure consistent use of the Job Families structure, commencing in November 2022, with a view to completion in November 2023.

Doctoral Tutors' Contracts

Our joint statement said:

Work together to renegotiate the Doctoral Tutor contract on baseline pay grade, redeployment options, contract length, paid training options, and sick-leave and bereavement-leave entitlement. New contracts incorporating any agreed changes would be in operation by September 2023.

We have agreed:

- That, in principle, there should be an improvement in the practices around Doctoral Tutors to bring them more in line with other staff groups, with more transparency around processes.
- That there should be a detailed re-examination of the Doctoral Tutors' contract, which should review current practices, including hiring, training, pay, and conditions.
- That an external review of the employment of doctoral tutors will be commissioned, and a Task and Finish Group, comprised of representatives from UCU, HR and UEG, will be established to review outcomes of the external review. This group will then implement changes in the contract in the context of any recommendations of the external review, and continuing negotiations within the group.
- That the following issues will be considered in reviewing the employment of Doctoral Tutors:
 - i. *Remuneration:* The Doctoral Tutors Task and Finish Group will continue to address: pay levels and grading, multipliers, marking, training and preparation time. These issues will be discussed subject to the wider issues around workload tariffs.
 - ii. *Terms and conditions:* The Doctoral Tutors Task and Finish Group will address parity, which is needed on sick leave, parental leave and bereavement leave, including full leave entitlement from the outset, access to reasonable adjustments and good access to Occupational Health and disability support. Effective mechanisms to communicate these aspects to DTs will be put in place.
 - iii. *Hiring, onboarding and allocation:* The Doctoral Tutors Task and Finish Group will ensure that the process is transparent, timely, fair and communicated clearly to promote opportunities for all, and across Schools where relevant. Effective mechanisms to communicate with doctoral students, and Doctoral Tutors, will be put in place as for ii.

- iv. *Redeployment options:* The Doctoral Tutors Task and Finish Group will examine any redeployment opportunities, and provision of paid training.
- v. *Doctoral Contract review:* The Task and Finish group aims to reach agreement on these issues by March 2023, with implementation of the above in September 2023. Additionally, there is an agreement to periodically review DT contracts, at least once every three years. Issues with Doctoral Tutors contracts can be raised in the intervening time through the JNC.

Workload

Our joint statement said:

Agreement to set up a working group chaired by a UEG lead, who would draft binding principles on workload tariff, including those used by Schools with respect to PAWS. Such workload principles need to be applied fairly and equitably across Schools, accurately reflect the work undertaken, and include doctoral tutors.

We have agreed:

- That academic workload principles are needed that apply to all current and future models, including those governing Doctoral Tutor and School Tutor workload.
- That such principles should support increased transparency of workload allocation practices, equitable and reasonable management of the quantity and distribution of workload, staff members' empowerment in relation to their own workloads, and the aims of equality, diversity, and inclusion.
- To bring the principles addressing the above areas, which were drafted and consulted on during the 16-week negotiation period, to Senate for consideration and approval at its next meeting (November 2022).

Post-6pm Teaching

Our joint statement said:

A working group will be established to draw up guidelines that are expected to be met regarding principles in evening teaching duties within 16 weeks.

We have agreed:

- That the timetabling review Working Group (Chaired by Pro Vice-Chancellor Education & Students), and the recent comprehensive consultancy project on timetabling, has produced data which enabled work to begin engaging with staff to streamline the curriculum.
- That the goal that teaching will take place between 9am-6pm can be achieved (except for specialist courses suited for evening delivery) by rationalising the curriculum through curriculum review (now called 'Curriculum Reimagined'), with the aim of implementing a streamlined offering of module choice by September 2024.
- That in the meantime, the PVC Education and Student Experience will, with Heads of Schools, DTLs, and UCU, conduct a full review of current practices and cultures in order to formulate a set of principles to recognise workload outside of notional contractual hours that can be consistently applied throughout the University. A number of anomalies in practices were uncovered which require further investigation and a commitment is made to ensure there is, as much as possible, a levelling between Schools.
- That a draft set of principles regarding consistent approaches will be developed with UCU within this calendar year.

- That HR will examine the staffing profile of academics currently engaged in post-6pm teaching and present an Equalities Impact Assessment (EIA) and conduct a further Equalities Impact Assessment at the end of the 2023/24 academic year.

Staff Payment

Our joint statement said:

In recognition of the current contributions of staff and challenging national economic pressures on households, the University will make a one-off non-consolidated, non-pensionable prorated payment that is progressive, with a focus on lower grades and including Doctoral Tutors. G1-6 £900, G7 £700, G8 £500, G9 £400, G10 £300.

We have agreed:

- That the University made a one-off non-consolidated, non-pensionable pro-rated payment of £900 to all Grade 1-6 at a total cost of c£900,000, and the agreed payments to Grades 7 to 10 at a total cost c£1.3million.
- In addition, the University made identical payments to SEF and Chartwells staff at a total cost of c£225,000. The University ensured that staff employed as casuals, who had been employed by the University for at least 3 months, received the same sums, at a cost of c£45,000.
- All staff that the University employs through Reed Recruitment Agency, who had been employed with the University for at least 3 months, received the same sums.
- These payments were made in July 2022, in recognition of the contribution of staff in the context of challenging national economic pressures on households.
- In recognition of the ongoing cost-of-living crisis, the University will make a further non-consolidated payment to University staff which will be replicated for Chartwells and SEF staff and any staff employed as casuals for a period in excess of 3 months. This payment will be progressive, with a focus on lower grades and will include Doctoral Tutors.

Living Wages

Our joint statement said:

Living Wages. The Chief Operating Officer and the Director of HR will discuss and where possible reach agreement with UCU within 16 weeks on the following:

- Introduction of £12 per hour minimum wage.*
- Outsourced staff. Commitment to introduce minimum living wage expectation on all major outsourced contracts, including renegotiation with Sussex Estates and Facilities (SEF).*

We have noted:

- That the University received accreditation from the Living Wage Foundation (LWF) to become a Real Living Wage (RLW) Employer. Accreditation ensures that those on the lowest wages will receive the RLW. Accreditation ensures that all third-party contractor staff, e.g., Chartwells and SEF, will be paid the RLW, thus fulfilling point b in the agreement with UCU.
- That, in addition to receiving accreditation from the Living Wage Foundation, the University has implemented the new 2022/23 RLW rate (announced on 22 September 2022) for all University, Chartwells and SEF staff on 1 October 2022 (the requirement of accreditation is within 6 months).
- It is anticipated the accreditation will cost the University c£3million over the next three years.
- The University has committed to ensuring that all staff appointed through Reed Recruitment Agency will, in all instances, follow the levels of pay offered by the University.
- That the University has not accepted the UCU proposal to introduce a £12-hour minimum wage, but is committed to all staff working on campus being paid the RLW. The RLW is reviewed

annually by the LWF and the University is committed to implementing the new rate within 3 months of it being announced (the accreditation requirement is within 6 months).

Pensions

Our joint statement said:

(1) The University of Sussex UEG and Sussex UCU will jointly write to UUK and UCU central on a number of agreed points, and (2) UEG and Sussex UCU will seek to establish a joint working group on USS with mutually agreed Terms of Reference to support the institution's decision making.

We have agreed:

- The University has sent a joint letter outlining the agreed points of the UEG and UCU statement on USS to UUK, copied to UCU central office, and asked for a response from UUK that can be shared with the community.
- Draft Terms of Reference and membership are in circulation for the joint working group, to support the institution's decision making on USS, and we are aiming to agree them this term.