

THE UNIVERSITY OF SUSSEX**CONDITIONS OF SERVICE OF TECHNICAL STAFF**

(Note: Building and Resource Managers, Laboratory Managers or Superintendents are responsible for the day to day running of laboratories in the Science Schools, and members of the technical staff are initially responsible to the Building and Resource Managers, Laboratory Managers or Superintendents. In the other areas members of the technical staff are responsible to the persons under whose direction they work. In these Conditions of Service the term 'Laboratory Superintendent' has been used throughout, but this term means the person to whom the member of staff is initially responsible.)

I Remuneration

1. The salary scales are published at www.sussex.ac.uk/humanresources/personnel/salaryscalesratesofpay and form part of these Conditions.
2. Members of staff may also be appointed on fixed salaries which are related to these scales; their salaries will be examined annually (see paragraph 5 below).
3. 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.
4. The annual incremental date for Trainee Technicians is the anniversary of their appointment date. For all other members of the Technical Staff it is 1st October, except that persons appointed, promoted or regraded between 1st April and 30th September inclusive receive their increment on 1st October of the following calendar year. Normal increments within a grade are paid annually, except that these may be postponed or withheld on grounds of serious dissatisfaction regarding competence, industry or conduct in the job, and after due warning in writing has been given to the member of staff concerned, Unite being informed at the same time where appropriate.
5. An annual review of the grading of all posts is held, and regradings may be approved, and extra increments may be awarded for meritorious work, normally to take effect from the following 1st October. The annual review procedures, which incorporate provisions for appeals, are negotiated between the University and Unite. The agreed procedures are obtainable from Unite and from Laboratory Superintendents, or from the Human Resources Office.
6. A member of the technical staff who is transferred temporarily to a higher graded post, and who undertakes the full duties of that post for a continuous period exceeding one month, will receive an ad hoc additional payment at the rate of the difference between their current salary and the minimum of the salary scale for the grade of the post being filled.

II Qualifications

7. Paragraph 7 has been deleted.

8. The normal education requirement for a technician Grade C is an Ordinary National Certificate in Sciences, BTEC Certificate or Diploma, other approved equivalent qualification, or equivalent experience. For Grade D it may be either an Ordinary National Certificate or Higher National Certificate or equivalent, or equivalent experience according to the particular specialisation of the post. For Grade E and above it is a Higher National Certificate or other approved qualification, or equivalent experience.

III Training Facilities

9. Members of staff are encouraged to undertake further training relevant to their work; in particular Trainee Technicians are expected to take courses of training, since promotion to a technician grade may depend on obtaining certain specified qualifications. Time off up to two half days per week will be granted to Trainee Technicians, and at the discretion of Laboratory Superintendents to other grades, for attendance at classes etc. The University will also pay a contribution of up to 100% towards tuition and examination fees and other expenses for approved courses. Details of training facilities (Document E55) can be obtained from Laboratory Superintendents or from the Human Resources Office. Agreement 32 on Trainee Technicians is also available on request.

IV Probation

10. Members of staff are appointed on probation for a period of three months unless stated otherwise in their letter of appointment. A member who is transferred or promoted on these conditions will not be placed on probation for a second time. During the probationary period all these conditions of service 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.

V Hours of Work

11. The normal working hours for full-time members of the technical staff up to and including Grade 6 are 36.5 hours per week, not including one hour for lunch per day. Hours of work are generally Mondays to Fridays, between 9.00 am and 5.30 pm.
12. The actual hours and times of working are prescribed by the Laboratory Superintendent, who has the discretion to vary them if necessary to meet the needs of the Laboratory. Overtime work may, on occasion, be required, in which case time off in lieu will be granted or overtime payment made, as agreed in advance between the Laboratory Superintendent and the member concerned.
13. The hours of work are not specified for technical staff on Grade 7 or above.

VI Rates of Overtime Pay

14. The rates of overtime pay are calculated on the basis of a 36.5 hour week. The overtime premia are as follows:

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.

15. Where time off in lieu of payment is granted, the time off shall be for the actual hours worked.
16. Overtime payments are not made to persons on Grade 7 and above.

VII Holiday Entitlement and Pay

17. Full time members of the technical staff other than those on Grade 7 or above are entitled in the leave year 1st October to 30th September to twenty working days' holiday with pay; Technicians on Grade 7 or above are entitled to twenty four working days. The time or times at which this annual leave may be taken is subject to the approval of the person to whom the member of staff is responsible for their day-to-day work. If, owing to the exigencies of the work, full entitlement cannot be taken, up to five days may be carried forward to the next year (but no longer), upon written application to the Laboratory Superintendent.
18. In addition, full-time members of the technical staff are entitled to paid holidays on eight public/bank holidays and four other days when the University operates on minimum service. The University may also grant paid holidays on certain additional minimum service days. Members of staff may be required to work on any of these public/bank holidays or minimum service days and if they are so required to work they will be entitled to double time for all hours worked plus time off in lieu, 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 are deemed to start at 12 midnight and end at 12 midnight, 24 hours later.
19. If in any leave year the total of annual leave, public holidays and minimum service days as stated in paragraphs 17 and 18 above falls short of the total number shown below appropriate to the service and grade of the individual concerned, the balance may be taken as annual leave in addition to the basic entitlement.

<i>Grade</i>	<i>Length of Service</i>	<i>Basic Entitlement</i>	<i>Total Entitlement</i>
7 or above	Irrespective of length of service	24 days	38 days
All other grades	Less than three years	20 days	34 days
	Three to four years	21 days	35 days
	Four to five years	22 days	36 days
	Five years or more	23 days	37 days

This provision applies to full-time members of the technical staff and 'service' is continuous service prior to the commencement of the leave year. For this purpose the 'continuous service' referred to must be as a member of the Technical Staff including service as a Trainee Technician. Service is as an employee of the University, irrespective of the source of funds used for salary payments (whether HEFCE or research grant for example). Breaks in service of less than three months will normally be disregarded where the break was not at the wish of the member.

20. Part-time and part-year members of the technical staff are entitled to a pro-rata proportion of the:
 - i holidays
 - ii public/bank holidays; and
 - iii minimum service daysstated above depending on their hours of work (see Document E56 'Calculation of Holidays and Holiday Pay Due', available on request from the Human Resources Office). If a part-time or part-year member of staff exceeds their pro-rata entitlement to public/bank holidays and minimum service days within the leave year, the remainder will be taken from their basic holiday entitlement.
21. On termination of employment, a member of staff will be entitled, subject to the availability of funds, to payment of salary in respect of holidays accrued but not taken. The method by which the holidays and holiday pay due to a member at any time is calculated is described in Document E56.
22. Leave additional to entitlement with pay may be authorised in exceptional circumstances. Applications for leave additional to entitlement without pay will be given favourable consideration where possible. Requests for such leave, whether with or without pay, should be made in writing to the Laboratory Superintendent.

VIII Sick Leave and Maternity Leave Arrangements

23. Details of entitlement to maternity leave, paternity leave, adoption leave and parental leave are available from on the Human Resources website.

IX Superannuation and Pension Arrangements

24. 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.)

The relevant scheme for staff on grades 7 and above is the Universities Superannuation Scheme.

X National Insurance Contributions

25. 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).

XI Rights in Relation to Trade Union Membership

26. A member of staff of the University has the right:
 - i to be a member of such trade union as he/she may choose;

- ii to be a member of no trade union or other organisation of workers;
- iii to refuse to be a member of any particular trade union or other organisation of workers;
- iv if 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 appointment or election as an official of that union.

(Appropriate time in this paragraph means outside normal working hours or, if the consent of the person to whom the member of staff is responsible for their day-to-day work has been given, within working hours.)

27. The University has recognised Unite as the appropriate trade union for members of the technical staff for the purposes of:
- i union recruitment and
 - ii representation of their own members and
 - iii representation and negotiation on behalf of the whole category of technical staffs.

XII Grievance Procedures

28. A member of staff having an individual grievance, complaint or problem relating to their employment should, in the first instance, approach the person specified for this purpose on appointment or as amended from time to time. The procedure to be followed if the grievance is not satisfactorily settled at this stage is set out in the Staff Grievance Procedure, copies of which are available from the Human Resources Office.

XIII Discipline, Control and Welfare

29. In matters affecting discipline or arrangement of work, a member of staff is under the direction of the Laboratory Superintendent or the person specified for this purpose on appointment or as amended from time to time.

XIV Residence

30. Unless an exception has been made by the Vice-Chancellor in any individual case, full-time permanent members of the staff are required to reside within twenty miles of the University.

XV Transfers

31. Appointments are made to the staff of the University and members of staff may be transferred from time to time from a laboratory or post to another within the University.

XVI Termination of Contract

32. The appointment may be terminated at any time by notice in writing on either side, or on the part of the University by the payment of salary in lieu of notice. The length of such notice is:

<i>By the Employer</i>	<i>Length of Notice</i>
For those on Grade 6 and above	Three months
For all other grades where the employee has a period of continuous service of less than five years:	One month
For all other grades where the employee has a period of continuous service of five years or more	Three months
<i>By the Employee</i>	
For those on Grade 6 and above	Three months*
For all other grades	One month*

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

Staff who were in post before 1st April 1974 had the option of remaining on their existing conditions of service (subject to the Employment Rights Act) or of transferring to the length of notice set out above.

In the case of gross misconduct, the appointment may be terminated immediately, in which case the University shall not be under any obligation to pay salary other than for hours worked.

XVII Whole-time Appointments

33. In the case of full-time appointments to the University members of staff may not hold any other continuing engagement except with the prior consent of the University, which shall not be unreasonably withheld.

XVIII Conditions Applicable to Part-time, Part-Year, Part-Time/Part-Year and Fixed Term Appointments

34. Except where otherwise stated, all these conditions of service apply to those on fixed term appointments and to part-time and/or part-year appointments.
35. Part-year staff may not hold other appointments without prior consent during the weeks they are working at the University.

XIX Casual Appointments

36. Members of staff may be appointed on a casual basis. They are paid monthly in arrears at an hourly or weekly rate, for the number of hours actually worked, on submission to the Payroll Office of a claim form for fees, casual payments and related expenses, countersigned by the person for whom they are working. The foregoing conditions of service do not apply to them. Their appointments may be terminated at any time by one week's notice on either side.

XX Amendment of Conditions of Service

37. The University reserves the right to amend the foregoing Conditions of Service after negotiation with Unite in accordance with the Procedure Agreement.

HR Office
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