

THE UNIVERSITY OF SUSSEX

CONDITIONS OF SERVICE OF FACULTY

Definitions

In these Conditions:

"University" means the University of Sussex.

"Council" means the Council of the University.

"Senate" means the Senate of the University.

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

"member of the administrative faculty" means a person appointed as a member of the University's administrative faculty and remunerated according to the salary scale for administrative faculty, library faculty and computer staff. In paragraphs where the phrase "member of the administrative faculty" is given in bold type, the provisions of that paragraph refer solely to the category or categories of faculty in bold type.

"member of the library faculty" means a person appointed as a member of the University's library faculty and remunerated according to the salary scale for administrative faculty, library faculty and computer staff. In paragraphs where the phrase "member of the library faculty" is given in bold type, the provisions of that paragraph refer solely to the category or categories of faculty in bold type.

"member of the other related faculty" means a person appointed as a member of the University's other related faculty and remunerated according to either the salary scale for computer staff or the salary scale for other related faculty. In paragraphs where the phrase "member of the other related faculty" is given in bold type, the provisions of that paragraph refer solely to the category or categories of faculty in bold type.

"member of the research and analogous faculty" means a person appointed as a member of the University's research and analogous faculty and remunerated according to the salary scale for research and analogous faculty. In paragraphs where the phrase "member of the research and analogous faculty" is given in bold type, the provisions of that paragraph refer solely to the category or categories of faculty in bold type.

"member of the teaching faculty" means a person appointed as a member of the University's teaching faculty and remunerated according to the salary scale for teaching faculty. In paragraphs where the phrase "member of the teaching faculty" is given in bold type, the provisions of that paragraph refer solely to the category or categories of faculty in bold type.

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

In the case of a member appointed to the Centre for Continuing Education, University of Sussex Institute of Education or SPRU, "Dean" means the Director of that unit.

"Investigator" means the person, who may be the member, who has obtained the grant of funds to the University from which a member of the research and analogous faculty is paid or, where no outside grants are involved, the person who is responsible for the work of the member. The investigator exercises his or her powers in these Conditions subject to the overall authority of the Head of School.

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

'Librarian' means the Librarian of the University of Sussex (i.e. the University Librarian) or in the case of a member working elsewhere than in the University Library the person specified in his or her letter of appointment.

'Senior Librarian' means a member of library faculty who has the overall responsibility direct to the Librarian for the division or section of the Library in which the member of the library faculty works.

"UCU" means the University & Colleges Union being the trade union for the time being recognised by the University as the appropriate trade union and sole bargaining agent for members 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 members 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 member is paid. Where there is a conflict between the terms of such grant and these Conditions, then the terms of that grant shall prevail.

SECTION I GENERAL

1. The terms of appointment of a member 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 member and shall take effect on the date specified in such notice (not being earlier than three months after service of such notice) unless the member 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 within the building where the member is for the time being usually working when in attendance at the University; and
 - (ii) by the member by 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 receipt of written communication within the building where the member is for the time being usually working when in attendance at the University, and shall be applicable forthwith upon such publication.

SECTION II DUTIES AND RESPONSIBILITIES

Paragraphs 3-4 Below Apply to Members of the Administrative Faculty

3. It is the responsibility of **members of the administrative faculty** within the policies laid down by Council (and Senate where relevant) to further the objectives of the University and in particular to exercise professional skill and judgement in administrative support of the University's teaching, research and other activities.
4. (a) A **member of the administrative faculty** is responsible to the Council, through the Vice-Chancellor as the chief academic and administrative officer of the University, for the satisfactory performance of the duties assigned to him or her from time to time on the authority of the Vice-Chancellor. He or she may be responsible to the Vice-Chancellor through a designated senior officer, and in his or her day-to-day work may also be responsible to other designated senior officers.

(b) A **member of the administrative faculty** is appointed to the Administration initially to undertake the duties of a specific post, or to a specific post outside the Administration, which shall be defined in his or her letter of appointment. Subsequently and after his or her views have been taken into account such a member may be transferred on the authority of the Vice-Chancellor to another suitable administrative faculty post.

Paragraphs 5-6 Below Apply to Members of the Administrative Faculty and Other Related Faculty

5. A **member of the administrative faculty or other related 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 member's University duties.

(See paragraphs 20 and 21 below for other provisions relating to outside activities.)
6. 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 a **member of the administrative faculty or other related faculty**.

Paragraphs 7-10 Below Apply to Members of the Library Faculty

7. A **member of the library faculty** shall be responsible through the Librarian to the Council of the University for the satisfactory performance of the duties properly assigned to him or her. It is the responsibility of a member within the policies laid down by Senate and Council to contribute to the fulfilment by the Library of the objectives of the University in teaching, learning and research by the provision and management of appropriate services.
8. (a) A **member of the library faculty** is required to undertake such library, academic and administrative duties as may be reasonably required of him or her by the Librarian for the furtherance of those objectives.

(b) The **member of the library faculty** will be expected, and will be encouraged by the University to contribute as much as he or she is able to the development of the library profession, consistent with the performance of the duties set out in sub-paragraph (a) of this paragraph.

9. A **member of the library faculty** may undertake such professional or outside activities as are normally associated with library posts in universities, provided that these activities in the aggregate do not, in the opinion of the Librarian, adversely affect the proper performance of the member's University duties.

(See paragraphs 20 and 21 below for other provisions relating to outside activities.)

10. In the case of **members of the library faculty**, within the limitation of its available resources, the University will
- (a) provide adequate facilities, secretarial assistance and materials for all his or her duties;
 - (b) seek to provide for the use of a full-time member and of such part-time members as require full-time facilities, accommodation in a room suitable for the performance of his or her duties.

Paragraphs 11-14 Below Apply to Members of the Research and Analogous Faculty

- 11 (a) A **member of the research and analogous faculty** will carry out such duties as may be required from time to time by the investigator subject to the overall authority of the Head of School.
- (b) A **member of the research and analogous faculty** may be invited to teach for up to 60 hours a year without pay except where otherwise agreed. The nature of these teaching activities and their timing would be determined by the Head of School after consultation with the investigator.
12. (a) Subject to the Head of School's express approval which shall only be given after consultation with the investigator, a **member of the research and analogous faculty** may undertake any professional or outside activities that do not form part of his or her duties. In addition, in the case of continuing engagements (paid or unpaid) or of substantial consulting work, the approval of the Vice-Chancellor is required.
- (b) In respect of any activities approved under sub-paragraph (a), a **member of the research and analogous faculty** must satisfy the Vice-Chancellor (or some other officer authorised by him or her for the purpose) that he or she has given notice to the outside body or bodies concerned that the University will not accept any responsibility for advice given or liability of any kind in connection with such work.
13. In respect of any professional or outside activity for which a **member of the research and analogous 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 approval by the Vice-Chancellor (or some other officer authorised by him or her for the purpose).
14. Within the limitations of its available resources, and having regard to the funds provided by any grant under which a **member of the research and analogous faculty** is employed, the University will seek to provide adequate facilities, support staff and materials for the proper performance of the duties assigned to the member.

Paragraphs 15-19 Below Apply to Members of the Teaching Faculty

15. It is the responsibility of **members of the teaching faculty** to advance and diffuse knowledge through teaching, advanced study and original research or other professional activities and to undertake such academic and administrative tasks as relate to those purposes.

16. A **member of the teaching faculty in the Centre for Continuing Education** is required:
- a) to plan, develop and co-ordinate and teach such courses and programmes of activities as the Director of the Centre for Continuing Education may determine and to undertake the academic and administrative duties related to these tasks; and
 - b) to contribute to the professional development of his or her area of work and undertake research in his or her subject; and
 - c) throughout the academic year to assist in the general work and activities of the Centre for Continuing Education and of the University,

17. Subject to paragraph 16, a **member of the teaching 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 graduate students, 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; and
 - (b) to fulfil the customary duties incidental to these tasks as determined by the appropriate academic bodies and to undertake research or in other ways to contribute to the professional development of his or her subject; and
 - (c) throughout the academic year to assist in the general work and activities of his or her School or Area and of the University.

18. A **member of the teaching faculty** may undertake such extra-curricular or outside activities as are normally associated with academic posts in universities provided that these activities in the aggregate do not, in the opinion of the Head of School, adversely affect the proper performance of the member's University duties.

(See paragraphs 20 and 21 below for other provisions relating to outside activities.)

19. In the case of **members of the teaching faculty**, within the limitations of its available resources, the University will:
- (a) provide adequate facilities, secretarial assistance and materials for all teaching activities (including lectures, classes, tutorials, seminars, discussions, supervision of graduate students, and practical classes), research activities and administrative duties;
 - (b) seek to provide for the exclusive use of a full-time member and of such part-time members as require full-time facilities, a room in which he or she may work, teach, and keep his or her books, papers, etc.

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Paragraphs 20-21 Below Apply to Members of the Administrative Faculty, Library Faculty, Other Related Faculty and Teaching Faculty

20. With reference to paragraphs 5, 9 and 18 as appropriate:
- (a) A **member of the administrative faculty, library faculty, other related faculty or teaching 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, and a Head of School or senior officer must notify his or her commitments to the Vice-Chancellor.

- (b) A **member of the administrative faculty, library faculty, other related faculty or teaching faculty** may undertake extra-curricular, professional or outside activities other than those mentioned in the preceding paragraph 5, 9 or 18 as appropriate with the written consent of the Head of School or designated senior officer, who shall in the case of continuing engagements (paid or unpaid) or substantial consulting work first obtain the approval of the Vice-Chancellor, and in the case of a Head of School or senior officer with the written consent of the Vice-Chancellor. The member shall in each and every case receive a decision within three weeks of the submission of his or her request. A part-time member is not required to obtain such consent.
- (c) In respect of all his or her outside activities under paragraph 5, 9 or 18 as appropriate and sub-paragraph (b) above a **member of the administrative faculty, library faculty, other related faculty or teaching faculty** must satisfy the Vice-Chancellor that he or she has given notice to the outside body or bodies concerned that the University will not accept any responsibility for advice given or liability of any kind in connection with such work.
21. In respect of any extra-curricular, professional or outside activity for which the **member of the administrative faculty, library faculty, other related faculty or teaching 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).

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22. Any unresolved disagreement about the performance, nature, extent, or appropriateness of the duties assigned to a member of faculty shall be determined in accordance with the Grievance Procedure for the time being in force and referred to in paragraph 55 of these Conditions.

SECTION III REMUNERATION

23. Remuneration shall be in accordance with the national salary scales approved from time to time for academic and related staff in universities. The scale, and the salary within that scale, on which a member 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 members 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 members 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.
24. The University will deduct income tax monthly from salaries, in accordance with instructions from the Commissioners of Inland Revenue. Remuneration is paid monthly on the last working day of each month in arrears and payment is made by bank credit.
25. A member 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 members 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.
26. Unless specified otherwise in the letter of appointment the annual incremental date is 1 October, but in the case of a member 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.

27. In the case of **members of the administrative faculty, library faculty, other related faculty or teaching faculty**, a review of salaries and gradings is made annually: the criteria and procedures of the review will be as published by the University from time to time. Salaries of research and analogous faculty may be reviewed at any time by the Head of School in discussion with the principal investigator, subject to the agreement of the grant-awarding body to pay any increase.
28. (a) A **member of the administrative faculty or library faculty** who, for any reason other than the annual leave of another member, is called upon formally to undertake for at least four weeks the full duties and responsibilities of another member on a higher grade, is entitled to receive an acting allowance at a daily rate for the whole period during which such full duties are undertaken calculated on the difference between his or her salary and the salary he or she would have received if he or she had been promoted to that higher grade.
- (b) In a case where a **member of the administrative faculty or library faculty** does not undertake the full duties of the higher grade (eg where the duties are shared between more than one member) or where he or she undertakes the full duties of another member who is not on a higher grade, there is no entitlement to an acting allowance, but an honorarium (of an amount dependent upon the circumstances of each case and determined by the Vice-Chancellor at his or her absolute discretion) may be paid if the period is extended and the additional duties and responsibilities are exceptionally onerous.

SECTION IV TENURE

29. A **member of the administrative faculty or other related faculty** who is appointed on grade 7 or 8 is initially appointed on probation for a period of two years unless this condition is waived or reduced in the letter of appointment or unless his or her appointment is temporary. A member appointed on a higher grade may initially be appointed on probation for a period of up to two years if he or she has not had previous relevant experience in a university. Temporary employment as a member of the University's administrative faculty or other related faculty shall contribute in full towards the probationary period. Early in the second year of the probationary period, or eight months before the termination date of the probationary period in the case of members appointed on probation for less than two years, consideration is given to confirming the member in his or her appointment or to extending his or her probationary appointment for up to one further year. If the appointment is not confirmed with effect from the expiry of the probationary period, or such extension of it, the appointment shall terminate. The member shall be informed of the University's decision at least six 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 member 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.
30. A **member of the library faculty** who is appointed on grade 7 or 8 is initially appointed on probation for a period of three years unless this condition is waived or reduced in the letter of appointment or unless he or she has been appointed to a temporary post or has been granted tenure in a Commonwealth University. Temporary employment as a member of the University's library faculty shall contribute in full towards the probationary period. Early in the third year of the probationary period, or eight months before the termination date of the probationary period in the case of members appointed on probation for less than three years, consideration is given to confirming the member in his or her appointment or to extending his or her probationary appointment for up to one further year. If the appointment is not confirmed with effect from the expiry of the probationary period, or such extension of it, the appointment shall terminate. The member shall be informed of the University's decision at least six months before the expiry of the probationary period (or 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 member 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.

31. A **member of the teaching faculty** appointed on the Lecturer salary scale whose appointment is not temporary is initially appointed on probation for a period of three years unless this condition is waived or the period is reduced in the letter of appointment or unless he or she has been granted tenure in a Commonwealth University. Temporary employment as a member of the University's teaching faculty shall contribute in full towards the probationary period. Early in the third year of the probationary period, or eight months before the termination date of the probationary period in the case of members appointed on probation for less than three years, consideration is given to confirming the Lecturer 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 one year extension of it, the appointment shall terminate. The Lecturer shall be informed of the University's decision at least six 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 Lecturer 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.
32. A **member of the research and analogous faculty** whose appointment is for a fixed term of one year or more is initially appointed on probation for eight months, unless this condition is waived in the letter of appointment. Six months from the start of the appointment consideration is given to confirming the member in his or her appointment to the expiry date of the fixed term or to extending the probationary period for up to eight further months. If the appointment is not confirmed with effect from the expiry of the probationary period or such extension of it, then the appointment shall terminate.
33. The appointment of a **member of the teaching faculty or research and analogous 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. In the case of members of the teaching 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.
 - (b) by a member by service of three months' notice in writing (or such lesser notice as the parties shall agree). In the case of members of the teaching 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.

and subject thereto and to the provisions of the preceding paragraph 31 or 32 as appropriate the appointment shall subsist during the specified period (if any) stated in the letter of appointment.

34. The appointment of a **member of the administrative faculty, library faculty or other related 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 a member by service of three months' notice in writing (or such lesser notice as the parties shall agree)

and subject thereto and to the provisions of the preceding paragraph 29 or 30 as appropriate the appointment shall subsist during the specified period (if any) stated in the letter of appointment.

SECTION V SUPERANNUATION

35. There is a national superannuation/pension scheme approved from time to time for academic and related staff in Universities. All eligible staff will be enrolled in the national superannuation scheme unless the member gives notification of membership of a personal pension scheme or the State Second Pension (S2P) prior to taking up appointment, or after taking up appointment subject to the notification requirements of the scheme. Members of the approved national scheme will be required to contribute the appropriate share of the contributions by monthly deductions from salary, the University contributing its own share. In cases where a member who is eligible for the national superannuation scheme has chosen a personal pension scheme or the S2P, the University will pay National Insurance contributions only.

SECTION VI HOLIDAYS AND HOURS OF WORK

Paragraphs 36-37 Below Apply to Members of the Library Faculty and Teaching Faculty

36. No specified periods of holiday are laid down for **members of the library faculty or teaching faculty**, other than the statutory minimum of twenty eight days per annum provided by national legislation. Full salary is payable during holidays, which will be taken in conformity with the custom and practice of the University. In the case of members of the library faculty, the time or times at which holiday may be taken is subject to the approval of the Librarian. The procedures for arranging holiday dates shall be as published by the University from time to time.
37. If the appointment of a **member of the library faculty or teaching faculty** terminates other than on 30 September and if he or she is not taking up another appointment in a university in the United Kingdom, he or she shall receive payment in respect of the current academic year (1 October to 30 September) for holidays not already taken. In calculating this payment it will be assumed that six weeks' holiday, in addition to public holidays, is allowed in each academic year and accrues at the rate of one tenth of this entitlement for each completed month of service since the previous 1 October, up to a maximum of six weeks.

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38. Members of faculty in the University Library are required, and other members of the library faculty may be required, to participate in a rota system in taking responsibility for the provision of Library services outside University office hours.

Paragraphs 39-41 Below Apply to Members of the Administrative Faculty, Other Related Faculty and Research and Analogous Faculty

39. Subject to any terms and procedures published by the University from time to time, a full-time **member of the administrative faculty, other related faculty or research and analogous faculty** is entitled in the leave year 1 October to 30 September to 30 working days' (Mondays to Fridays) holiday with pay including University minimum service days (i.e. days on which the University operates only minimum services other than at week ends and on statutory holidays), no more than six minimum service days being included within the entitlement. The time or times at which this holiday may be taken must in the case of members of the research and analogous faculty, and subject to the authority of the Head of School, be approved by the investigator, or in the case of members of the administrative faculty or other related faculty by the officer to whom the member is responsible for his or her day-to-day work. A member's leave entitlement, both for the current leave year and any brought forward from the previous leave year, is absolute: a member

will forfeit any such leave which he or she does not take, or does not carry forward with the approval of his or her Head of School or designated senior officer to the following year.

40. (a) The leave entitlement of a full-time **member of the administrative faculty, other related faculty or research and analogous faculty** whose appointment is for less than 12 months is calculated on the basis of one twelfth of the annual holiday entitlement for each completed month of employment.
- (b) A part-time or part-year **member of the administrative faculty, other related faculty or research and analogous faculty** is entitled to equivalent holidays with pay, pro-rated to the fraction of a full-time member's time he or she works.
- (c) In addition all full-time **members of the administrative faculty, other related faculty or research and analogous faculty** are entitled to holidays with pay on statutory public/bank holidays. A part-time or part-year member is entitled to holidays with pay on statutory public/bank holidays on a pro-rata basis. If he or she exceeds his or her pro-rata entitlement to statutory public/bank holidays within the leave year, the remainder will be taken from his or her holiday entitlement. A **member of the administrative faculty, other related faculty or research and analogous faculty** is entitled to double-time off in lieu if required by the designated senior officer or investigator, as appropriate, to work on a statutory public/bank holiday.
41. On termination of service of a **member of the administrative faculty, other related faculty or research and analogous faculty**, he or she will be entitled to payment in respect of holidays accrued but not taken (inclusive of any accrued balance brought forward under the provisions of Paragraph 40), except that in cases of members of the research and analogous faculty where the grant-awarding body will not provide funds for holidays accrued but not taken, the Head of School may require the member to take all outstanding leave entitlement before the end of the appointment. The method by which the holidays and holiday pay due to a member at any time are calculated is described in a paper, which is available from the Human Resources Division on request.

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42. A full-time member's hours of work are not specified; he or she is required to work for such periods as are necessary to carry out the duties of his or her post. (The University office hours for members of the administrative faculty and other related faculty are as published by the University from time to time.)

SECTION VII LEAVE

Sickness or Injury Leave

43. A member who is absent from duty owing to illness, including injury or other disability, is entitled to the benefits of the University Sickness Benefit Scheme set out at <http://www.sussex.ac.uk/humanresources/documents/facsicknessbenefit.pdf>.
44. Where a member 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 member a sum or sums of money equivalent to the sick pay which he or she would otherwise have received, on condition that the member 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 member 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. Any period of absence in a case where refund of monies advanced is made in full

will not be recorded for the purposes of the Sickness Benefit Scheme. Where the refund is made in part only, the University may, at its discretion, decide to what extent the period of absence may be so recorded.

45. A member 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 44.

Maternity Leave

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

Short Term Leave

47. The University may grant to a member special leave of absence with salary in each case for a period not exceeding one term in the case of members of the teaching faculty, or three months in other cases, for such purposes and in accordance with such procedures as may be published by the University from time to time.

Study Periods

48. The University recognises the importance of study periods (i.e. leave with salary from teaching duties for one, two or three terms, for research, educational development, or other approved purposes) and will seek to grant it, within the constraints of policy on staffing and University finance, to **members of the teaching faculty** whose appointment is not temporary. The conditions and procedures relating to such periods will be as published by the University from time to time.
49. The University recognises the importance of study leave (i.e. leave of absence with salary for up to one year for approved purposes including training and research) and will seek to grant it within the constraints of policy on staffing and University finance to **members of the library faculty** whose appointment is not temporary. The conditions and procedures relating to such leave will be as published by the University from time to time.

Leave for Career Development

50. The University recognises the importance of leave of absence with salary for periods of up to one year for training, research and allied approved purposes related to the duties and responsibilities of a **member of the administrative faculty** and as set out in Section II of these Conditions, and will seek to grant it, within the constraints of staffing and finance, to members whose appointment is not temporary. The conditions and procedures relating to such leave will be as published by the University.

Leave without Salary

51. The University may grant to a **member of the administrative faculty, library faculty, other related faculty or teaching 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 members of the teaching faculty or library faculty to the member's right to apply for Study Leave, or in the case of members of the administrative faculty to any application which the member 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 a

member's superannuation contribution for the period of leave, and member will pay his or her own share, unless the University in both cases or in either case otherwise decides.

SECTION VIII APPRAISAL

52. Members 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

53 Subject to the terms and conditions and procedures relating to such grants and exemptions published by the University from time to time, the University:

- (a) will make a grant towards the expenses of a member in moving to the area of the University, and
- (b) may exempt a member registered as a candidate for a part-time course of study at the University from the payment of fees, and
- (c) will reimburse, in accordance with scales approved from time to time by the Council, expenditure on travel and subsistence which the member 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 PROCEDURE

54. A member who wishes to raise an individual grievance relating to his or her appointment should do so in accordance with the procedure set out in Regulations adopted under Statute VII from time to time.

55. Paragraph 55 has been incorporated into paragraph 54 above.

SECTION XI PART-TIME AND TEMPORARY MEMBERS

56. Subject to any expressed provision herein to the contrary, these Conditions shall apply to all members (including those holding temporary or fixed-term or part-time appointments).

57. Paragraph 57 has been incorporated into paragraph 56 above.

SECTION XII INSURANCES

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

SECTION XIII INVENTIONS AND PATENTS

59. A member shall inform the Director of Research Services of any invention made by him or her during the course of (or in circumstances connected with) his or her employment and duties with the University which appears to the member to be commercially exploitable, shall consult the Director of Research Services on whether and how steps shall be taken to protect and exploit the invention, and shall observe such procedures for the further development of the invention

and for dealing with the proceeds of the invention as may be published by the University from time to time.

SECTION XIV DATA PUBLICATION AND DISPERSAL

60. Information and data collected in the course of duty and reports and papers compiled and written by a member, 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 a member's participation in a research programme, shall be as published by the University from time to time.

February 2014