

TERMS AND CONDITIONS OF EMPLOYMENT FOR SPORTS TUTORS

Note: The term: 'Sports Tutors' includes: Course Programme Instructors, Group Exercise Instructors, Martial Arts Instructors and Sports Coaches.

1. General

You will work under the general direction of the Head of Sport or his/her nominee and must conform to the department's requirements, for example regarding teaching mode, providing music if required and ensure that the playing of such music is covered by a current personal PPL licence. You must also teach in a method concordant with requirements of the appropriate governing body with special attention paid to health and safety requirements.

2. Location

Your principal place of work is either the Sport Centre or the Falmer Sports Complex on the University of Sussex campus at Falmer, Brighton. However you may be required to serve at any location used by or in association with the University of Sussex. Any change in your location will be determined following reasonable consultation with you or your representative.

3. Duties

As a Sports Tutor you will be responsible for the preparation of classes and the teaching of those attending the classes. The timetable for the course will be sent to you by Sussexsport prior to the beginning of the programme. In addition, you may be required to participate in 'Taster sessions' prior to the commencement of the programme (Programme Instructors specifically)

Your duties will normally fall into the following categories:

Preparation: determining the structure and style of the learning experience; preparation of supporting teaching materials as necessary (handouts for example); liaison with colleagues to ensure the learning experience fits appropriately with the overall context of the programme.

Teaching: delivery of classes, as appropriate, and providing feedback as appropriate to students in relation to their progress.

4. Hours of work

You will be notified separately of your contracted hours, and this notification will form the basis for your payment.

5. Rates of payment

Rates of pay for Sports Tutors are determined by the University. These are subject to an annual review, and are set out at <http://www.sussex.ac.uk/humanresources/documents/latest-sportspay.pdf>.

The teaching rates include provision for preparation and delivery of the session.

In addition, you will be paid the statutory annual holiday entitlement, equivalent to 28 days. This will accrue during each term at the rate of 12.1% of your hourly rate, and will be paid separately after the end of each academic term.

Travelling expenses to the usual place of work are not normally payable. If you are required to travel on University business, you may be eligible to claim travelling expenses in accordance with the University's Travel Expenses scheme, details of which can be found at <http://www.sussex.ac.uk/finance/documents/expense-form-rules-regs.pdf>.

6. Method of payment

The total pay due for the contracted hours will be divided into a number of equal monthly payments equivalent to the number of calendar months covered by the relevant period of teaching. These payments will be made by Human Resources (Payroll) upon receipt of a completed Personal Details Form, and authorisation by Sussexsport. Payments will be made monthly in arrears by direct credit transfer into a bank or building society account. Unworked or additional hours will be logged by Sussexsport in order that Human Resources (Payroll) can be informed and payments may be adjusted accordingly. Please ensure that you liaise with Sussexsport promptly with regard to unworked or additional hours so that Human Resources (Payroll) can be informed of any changes as soon as possible.

If you are being paid in equal instalments over a series of months, should you leave during the course of this appointment, you may find that you have been over or under paid at that point, and an adjustment of salary will be necessary. You will be required to repay any overpayments made to you.

7. Continuous service

Your continuous service date shall be the date from which you have been employed by the University without a break. For the purposes of determining continuity of service, breaks for vacation periods at Christmas, Easter and in the summer shall be ignored. Further advice can be obtained from Human Resources (Personnel).

8. Probationary period

All instructors are subject to a 10 week probationary period. This is monitored within Sussexsport.

9. Notice periods

For all sports tutors: The appointment may be terminated at any time by notice in writing on either side, or on the part of the University by payment in lieu of notice. The length of such notice is subject to the statutory minimum period of notice as detailed below:

Length of service	Statutory notice period
Less than 2 years	1 week
At least 2 years but less than 12 years	1 week's notice for each year of continuous employment
12 years or more	12 weeks

The length of such notice is three months or the remainder of the course, whichever is less but subject to the statutory minimum periods of notice. The University reserves the right to cancel individual classes with reasonable notice at any time should circumstances warrant this (e.g. low enrolment). In such cases, payment will be made only for sessions delivered.

In addition, many of these courses will have a pre course taster session a week before the course, usually at the same time and day the course will run. The instructor will be paid at the same rate of pay for this session.

For course programme instructors only: The appointment, or relevant part thereof, may be terminated, subject to the appropriate notice period, if enrolment numbers are lower than those set out in the introductory letter.

If it is found that numbers are not sufficient this appointment or part thereof will be terminated with the appropriate notice period.

For group exercise instructors only: Appointments will ideally be made at least 1 month before the programme commences. This appointment, or part thereof, may terminate, subject to notice periods as stated above, at any point if class numbers fall below those set out in the introductory letter.

For martial arts only: A programme will also be cancelled, subject to notice periods as stated above, should membership of the Martial Arts Club be below 10 members by week 3 of that programme. Appointments will ideally be made at least 1 month before the programme commences. This appointment will terminate, subject to notice periods as stated above, at any point if class numbers fall below an average of 8 over a 2 week period.

For sports coaches only: This appointment, or part thereof, may terminate, subject to notice periods as stated above, at any point if session numbers fall below an average of 10 over a 2 week period.

10. Pension

The appointment is pensionable. The relevant scheme is the Sussex Group Stakeholder Scheme.

11. Maternity/paternity/adoption entitlements

You will be entitled to the appropriate University or statutory maternity, paternity and adoption pay and leave provisions provided you meet the eligibility criteria. Further details are available on the Human Resources family friendly pages at <http://www.sussex.ac.uk/humanresources/personnel/familyfriendlypolicies>.

12. Other absences

If you are unable to take a class due to unavoidable circumstances you must notify the Head of Sport (or nominee) or other appropriate person in advance and as soon as possible. With the exception of sickness, payment will only be due for hours actually worked.

In cases of sickness, you will be eligible for Statutory Sick Pay provided you meet the eligibility criteria. Further details are available from Human Resources (Payroll).

Absence due to sickness must be reported to the Head of Sport (or nominee) in accordance with the University's sickness policy.

13. Grievance and discipline

The University's grievance, disciplinary and capability procedures will apply to this appointment and further details are available from Human Resources (Personnel). If you have a grievance relating to your employment, in the first instance you should apply in writing to the head of Sussexsport or nominee for the purpose of seeking redress. If your grievance concerns the Head of Sussexsport then you should write to the Director of Residential, Sport and Trading Services.

14. Appraisal

Ongoing performance evaluation is carried out on a termly basis and the opportunity for an annual appraisal is given to all sports tutors. Since many sports tutors work for 1 to 2 hours per week, there is an option for this to be carried out on the telephone, if appropriate.

Results of the classes and courses survey are made available to all sports tutors teaching dance and movement related courses.

Regarding sports coaches, student club members are involved in the evaluation through consultation with captains.

15. Source of other terms and conditions

Your terms and conditions are also prescribed by collective agreements made between the University and its recognised trade unions. You are also expected to abide by University policies relating to such matters as Health and Safety, Equal Opportunities, Data Protection, Insurance, and Intellectual Property Rights.

16. Variation

Your contracted hours of work may be subject to variation by the University in response to changes in circumstance. Such variations will be made in consultation with you.

This contract may be varied and agreements reached as a result of national or local negotiations between the employer(s) and the recognised trade unions shall, where adopted by the University, be automatically incorporated into your contract.

*Human Resources Division
April 2013*