

**THE UNIVERSITY OF SUSSEX**  
**CONDITIONS OF SERVICE OF**  
**CLERICAL, SECRETARIAL, LIBRARY ASSISTANT AND RELATED STAFFS**

**I Remuneration**

1. The salary scales are published at [www.sussex.ac.uk/humanresources/personnel/salariescalesratesofpay](http://www.sussex.ac.uk/humanresources/personnel/salariescalesratesofpay) 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 10 below).
3. Paragraph 3 has been deleted.
4. 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.
5. The annual incremental date is 1 October, except that persons appointed or promoted between 1 April and 30 September inclusive receive their first increment on 1 October of the following calendar year. Increments are granted automatically but may be postponed or withheld for a specified period for unsatisfactory work.

**II Qualifications**

6. Paragraph 6 has been deleted.

**III Training Facilities and Additional Qualifications**

7. Members of staff are encouraged to undertake further training appropriate to their work while at the University, and in certain cases time off can be allowed. The University will pay a proportion of tuition and examination fees for approved courses. Details can be obtained from Heads of Sections or the Human Resources Office.
8. Members of staff should inform their Head of Section of any additional qualifications they obtain while working at the University.
9. Paragraph 9 has been deleted.

**IV Annual Review**

10. A review of members of staff takes place each year. At this review extra increments may be awarded and promotions approved. These will normally take effect from the following 1 October but may take effect from an earlier date, eg in the case of those whose salaries have not previously been reviewed. Special importance is attached to the first review of a new employee's salary and, exceptionally, a special review may be made at any time during the first year of service. Whenever an extra increment is awarded or a promotion approved the member will be so informed.

## **V Probation**

11. Members of staff are appointed on probation for a period of three months unless otherwise stated in their letter of appointment. Members of staff 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 of 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.

## **VI Hours of Work**

12. The normal working hours for full-time members of staff are 36.5 hours per week, exclusive of one-hour lunch breaks. For clerical, secretarial and related staff hours of work are generally Mondays to Fridays, between 9.00 am and 5.30 pm. The actual hours and times of working are prescribed by the Head of Section who has the discretion to vary them if necessary to meet the needs of the office. Overtime work may, on occasion, be required, in which case time off in lieu or overtime payment shall be granted as agreed in advance between the Head of Section and the member concerned.

In the University Library staff generally work within the hours of 8.30 am to 5.30 pm, Monday to Friday. Additionally, during the term, all University Library staff are liable for participation in a rota to cover the times outside normal office hours when the University Library is open: this normally involves one evening duty a week, and occasional working on Saturday and/or Sunday. For evening duty and weekend working, time off in lieu or overtime payment is granted as agreed in advance between the University Librarian (or other person authorised) and the member of staff concerned, except where evenings or week-ends form part of the specified normal working hours. Where an overtime payment is agreed, the rates of payment will be as specified in section VII. 13 below.

The working hours for Catering staff are spread across any five days out of seven including weekends. Working hours generally fall within the hours of 5.30am to 10pm (although evening hours will be until 11.30pm for two of the units in Bramber House – Eat Central and the main production kitchen). Staff work a four-week rolling rota, i.e. a rota where the shift patterns repeat themselves every four weeks. Catering Services staff work an average of two weekend days per four week period (i.e. one weekend every 4 weeks which equates to a maximum of 23 weekend days per annum, but not necessarily a consecutive Saturday and Sunday) and Kitchen Staff work alternate whole weekend shifts (maximum of 25 shifts or 49 weekend days per annum).

## **VII Rates of Overtime Pay**

13. The normal working week of 36.5 hours must be worked completely before provisions in this section shall apply.

It is recognised that at certain times some overtime working will be needed by the University. In such cases as much advance warning as practicable will be given but it is unavoidable that some overtime may occur at short notice due to sickness and emergencies. In all cases overtime should be authorised by the appropriate Head of Section.

Where overtime is worked it shall be compensated either by time off in lieu or by the payment of the following enhanced 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 6<sup>th</sup> or 7<sup>th</sup> day worked in a week.

When requesting an individual employee to work non-contractual overtime, the University shall at the same time advise the employee of the normal arrangement for compensation. It is then for the individual employee to accept or indicate to the Head of Section the preferred method of compensation and to decide whether or not to work the overtime on the terms offered.

### **VIII Holiday Entitlement and Pay**

14. Full-time members are entitled, in the leave year 1 October to 30 September, to 20 working days' (Mondays to Fridays) holiday with pay. The time or times at which this holiday may be taken is subject to the approval of the officer to whom the member of staff is responsible for day to day work. If, owing to the exigencies of the work, full entitlement cannot be taken during any leave year, the balance will be carried forward to the next leave year (but no longer).
15. In addition, full-time members of staff are entitled to paid holidays on the eight public/bank holidays and on six other days when the University operates on minimum service. The University may, at its sole discretion, 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. In addition to the standard holiday entitlement, full-time employees are entitled to one additional day of holiday in the leave year after they have completed three years' continuous service with the University, one additional day of holiday after they have completed four years' continuous service and a further long service leave day after five years' continuous service.
16. Part-time and part-year members of staff are entitled to paid holidays on a pro-rata basis as set out in Document E56 "Calculation of Holidays and Holiday Pay Due", which is available from the Human Resources Office.
17. In addition, part-time and part-year members of staff are entitled to paid holidays for days when there is a public/bank holiday or the University is operating on minimum service, on a pro-rata basis. 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 holiday entitlement as set out in 16 above. 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.
18. On termination of employment, members of staff will be entitled to payment of salary in respect of holidays accrued but not taken. The method by which the holidays and holiday

pay due to members at any time is calculated as described in Document E56.

19. Leave with pay additional to entitlement may be authorised in exceptional circumstances. Applications for leave without pay will be given favourable consideration where possible.

#### **IX Other absences**

20. Details of entitlement to maternity leave, paternity leave, adoption leave and parental leave are available on the Human Resources website.
21. Details of entitlement to sick pay are available on the Human Resources website. Paragraphs 22 and 23 have been deleted.

#### **X 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.)

#### **XI 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).

#### **XII Rights in Relation to Trade Union Membership**

26. Members of staff of the University have the right:
- i) to be members of such trade union as they may choose;
  - ii) to be members of no trade union or other organisation of workers;
  - iii) to refuse to be members of any particular trade union or other organisation of workers;
  - iv) if they are members 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, officials of that union), and to seek or accept appointment or election as officials of that union. ('Appropriate time' in this paragraph means outside normal working hours, or if the consent of the officer 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 Unison as the appropriate trade union for clerical, secretarial and related staffs for the purpose of
- i) union recruitment, and
  - ii) representation of their own members, and
  - iii) representation and negotiation on behalf of the whole category of clerical, secretarial, library assistant and related staffs.

**XIII Grievance Procedures**

28. Members 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.

**XIV Discipline, Control and Welfare**

29. In matters affecting discipline or arrangement of work, members of staff are under the direction of the person specified for this purpose on appointment or as amended from time to time.

**XV Residence**

30. Unless an exception has been made by the Vice-Chancellor in any individual case, full-time, permanent members of staff are required to reside within 20 miles of the University.

**XVI Transfers**

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

**XVII 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:

By the Employer	Length of Notice
Where the employee has a period of continuous service of less than five years:	One month
Where the employee has a period of continuous service of five years or more	Three months
By the Employee	One month*

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

33. 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.
34. Paragraph 34 has been removed following the abolition of the statutory retirement age.

**XVIII Whole Time Appointments**

35. In the case of full-time appointments to the University, members of staff may not hold any other appointment except with the prior consent of the University.

**XIX Conditions Applicable to Part-Time, Part-Year, Part-Time / Part-Year and Fixed-Term Appointments**

36. Except where otherwise stated, all these conditions of service apply to fixed-term appointments and to part-time and/or part-year appointments.
37. Payment of salary for part-year staff (full-time or part-time) is normally made by 12 equal monthly instalments of the annual amount due. The annual amount due is calculated from the notional salary on the basis of the number of weeks worked plus two weeks in respect of paid holiday (see paragraph 16) and of the number of hours worked per week. Part-year staff working 30 or more weeks a year are also entitled to specified holidays with pay during their working weeks (see paragraph 16).

Note: 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 a part-year member of staff leaves to undertake a calculation to determine whether there has been under or over payment; if there has been over payment, the individual concerned will be asked to reimburse the over payment; if there has been under payment, the University will make up the shortfall.

38. Part-year staff may not hold other appointments without prior consent during the weeks they are working at the University.

**XX Casual Appointments**

39. Members of staff may be appointed on a casual basis. They are paid monthly in arrears, normally at an hourly 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.

**XXI Temporary Duties**

40. In cases of temporary transfers to a higher grade for a continuous period of at least four weeks for any reason other than annual leave, an employee required to carry out the full duties and responsibilities of the higher grade shall receive a salary in accordance with the grading of the post temporarily occupied. The salary to be paid (including the initial four weeks) will be based on the first salary point of the higher grade.

In cases where an employee does not carry out the full duties and responsibilities of the higher grade an ad hoc additional payment to the employee concerned will be made. The amount of such an ad hoc payment will be related to the extent to which the duties and responsibilities of the higher graded post have been undertaken and the length of time (including the four weeks) for which they have been required to be undertaken.

**XXII Amendment of Conditions of Service**

41. The University reserves the right, on giving three months' notice, to amend the foregoing conditions of service.

HR Office  
February 2014