## THE UNIVERSITY OF SUSSEX

# CONDITIONS OF SERVICE OF TECHNICAL STAFF

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 <u>Training Facilities</u>

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 <u>Probation</u>

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

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  $6^{th}$  or  $7^{th}$  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

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 days

stated 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 <u>National Insurance Contributions</u>

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 <u>Rights in Relation to Trade Union Membership</u>

- 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 <u>Grievance Procedures</u>

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 <u>Residence</u>

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 <u>Transfers</u>

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 <u>Termination of Contract</u>

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

By the Employee

## 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 February 2014