

STAFF CONTRACTS

1. INTRODUCTION

This summary identifies the main contractual arrangements in operation at the University of Suffolk and highlights the key features as applied by the university.

Key contractual calculations are shown at Appendix 1.

Nothing in this summary shall detract from the contractual protections afforded to staff whose employment has transferred to University of Suffolk in accordance with the Transfer of Undertakings (Protection of Employment) Regulations 2006.

2. PERMANENT STAFF

The University of Suffolk will usually employ staff on a permanent basis. Such appointments may be subject to an initial probation period. Permanent contracts of employment are for an indefinite period of time.

3. TEMPORARY/FIXED TERM STAFF

A fixed term contract is one that is for a specified period of time or one that is event or task limited. The terms “temporary” and “fixed term” are often interchangeable and University of Suffolk draws no significant distinction between the two, except that the University generally refers to contracts of less than 12 months’ duration as temporary contracts and those of 12 months or more as fixed term.

The University of Suffolk will apply benefits to fixed-term staff on a pro-rata basis, ensuring that fixed term staff are not disadvantaged in comparison to comparable permanently employed staff when considering the overall package of benefits. Comparable permanent staff are those employed in the same or like work, with

similar skills or qualifications. Less favourable treatment of fixed-term staff will only occur where it is necessary to do so and where this can be objectively justified.

Where a fixed term contract is renewed, and the total period of successive employment amounts to four years or more, the status of that employee will be permanent unless a further fixed-term contract can be objectively justified. It is for the Director of POD to determine whether or not the case has been made for a further fixed term contract to be issued, in excess of four years.

For fixed term appointments of under two years the fixed term appointment will terminate automatically at the end of the term unless otherwise agreed in writing. When fixed term contracts of two years or more are coming to an end, the University of Suffolk will observe the statutory dismissal procedures. To this end, the POD team will write to the employee approximately 6 weeks before their contract is due to end to remind them of the end date and offering a meeting to discuss the contract. Following the meeting, the outcome will be confirmed in writing and an appeal will be offered (see Appendix 1). Such appeals will be determined by a manager a least one level above the dismissing manager.

4. FULL-TIME STAFF

The normal full-time working week for staff whose jobs are paid at grades 2-6 is 37 hours.

There are no specified hours of work for staff whose jobs are paid at grades 7 and above. The hours of work are defined as those necessary to carry out the duties of the post as arranged by the Chief Executive or nominee. For the purposes of making contractual calculations (like calculating hourly rates), the hours of work for a full-time member of staff paid at grades 7 and above is taken to be notionally 37 hours per week; hours in excess of that level are regarded as unmeasured working time.

5. PART-TIME STAFF

Part-time staff are those who are formally employed to work for less than a full-time week.

Part-time hours are expressed as a number of hours per week and/or as a proportion of a full-time equivalent (fte). For example, a member of support staff working 18.5 hours each week is described as 0.5 fte (where $0.5 = 18.5$ divided by 37). For these staff, hours in excess of their contractual limit will be paid at basic rate, until the full time equivalent hours are exceeded. Thereafter, enhanced rates may apply.

Part-time contracts for staff paid at grades 7 and above, shall usually be determined against 5 days per week. For example, a member of staff paid at grade 7 and working Monday to Thursday, shall be described as 0.8 fte (where $0.8 = 4$ days divided by 5). For these staff, hours in excess of their contracted arrangement may be regarded as unmeasured working time, until and unless a revised contractual arrangement is agreed.

Existing staff wishing to reduce their working hours, may make an application to do so in accordance with the University of Suffolk's Family Friendly Policy (Flexible Working Procedures).

Part-time staff shall be paid at an equivalent hourly rate, compared to comparable staff employed on a full-time contract. University of Suffolk will apply other benefits to part-time staff on a pro-rata basis, ensuring that part-time staff are not disadvantaged in comparison to comparable full-time staff. Qualifying periods for

entitlements to contractual benefits such as sick pay, maternity/paternity/adoption leave/pay shall be the same for part-time staff as for full-time staff.

Part time members of staff will receive an entitlement to public holidays/closure days which is pro rata to the full-time entitlement.

6. JOB SHARING

Job-share occurs when two people share one job and the salary and benefits are divided on a pro rata basis. By definition, therefore, all job sharers are part-time staff and the provisions set out above shall apply to them. Of course, not all part-time staff are job sharers.

The operating arrangements for Job Sharing at University of Suffolk are described in more detail at Appendix 2.

7. CASUAL STAFF

The university engages a range of people on a “casual” basis. Such staff are “workers”, not employees. Their hours of work are irregular and/or infrequent. There is no “mutuality of obligation”, meaning University of Suffolk is not obliged to offer work and the individual is not obliged to accept work offered. A statement of Terms will be provided to casual workers.

Casual staff are not entitled to receive sick pay, unless they can demonstrate after 13 weeks of continuous casual work that they are working regular hours.

Casual staff are entitled to 5.6 weeks paid holiday during each holiday year or the pro rata equivalent if you work part time. This includes the usual public holidays in England and Wales. Your entitlement to paid holiday reflects the amount of paid leave as in line with the Working Time Regulations 1998 and may increase or decrease in accordance with these minimum requirements.

In the case of casual staff working irregular hours, holiday payments will be made as and when timesheets are submitted for remuneration of hours worked. Holiday pay will be made by calculating 12.07% of the total hourly rate for each claim.

This pay will be separately detailed on payslips. No additional payment is made in respect of any other days when the University may be closed.

If a casual worker no longer wants to be considered for work they can declare their future unavailability. If the casual worker has not undertaken work at the university for a 6 month period the worker will be removed automatically from the HR/Payroll system and leaving documentation processed. A P45 will be issued and sent to the casual worker’s home address. The worker will be advised accordingly in writing.

In the event of prolonged or frequent need for an individual casual worker to be engaged, line managers should discuss this with their People Business Partner so that appropriate contractual arrangements may be made.

University of Suffolk

Appeal Procedure – Non-Renewal of Fixed Term Contracts Duration of Two Years or More

In the event of the non-renewal of a fixed term contract lasting two years or more, the following appeal arrangements shall apply.

Appeals of this nature shall be determined by a senior member of staff of the University at least one level above the dismissing manager. Appeals must be submitted in writing to the dismissing manager (or other person so determined by the university) within 5 working days of receipt of the letter notifying of the non renewal of the fixed term contract.

Fixed term contracts and temporary contracts shall not be extended pending such an appeal, but may be renewed retrospectively where such an appeal is upheld.

The employee has the right to be accompanied or represented by a trade union representative, or work colleague.

At the meeting, the manager considering the appeal shall review the history of the contract and the employee (or their representative) shall describe the nature of their objection(s). The meeting will be relatively informal and each party will have the opportunity to ask questions and to put their point of view.

At the end of the meeting, the manager considering the appeal shall advise whether they uphold or dismiss the appeal or, if further time for reflection is required, the final decision will be conveyed in writing within 5 working days of the date of the meeting.

Job Share in Operation at University of Suffolk

University of Suffolk considers that all posts, in principle, can be considered as suitable for job share, unless it can be positively demonstrated otherwise. The job application form provides for applicants to apply on a job share basis. Existing staff wishing to reduce their working hours by job sharing, may make an application to do so in accordance with our Family Friendly Policy (Flexible Working Procedures).

When considering job share requests, managers should consider whether the arrangement would significantly affect continuity/efficiency of the work undertaken. Job share requests shall not be refused simply on the basis of inconvenience to established methods of working.

Usually, each sharer will undertake the full range of the duties and responsibilities of the job description for the post.

The division of hours need not be equal, but each sharer will work a substantial proportion of the total hours available. Job share can include split-day or split-week working. Each sharer must usually work a consistent pattern of hours.

Job sharers are not required to cover each other's annual leave or other absences. However, some flexibility may be possible between job sharers in order to facilitate covering essential tasks or attending team meetings. Extra hours worked may be paid at the appropriate rate, subject to the provisions described above.

Job sharers need to put in place effective handover arrangements. This may, for example, take the form of written notes. It may be possible for some job sharers to operate a face-to-face handover by combining a small proportion of their working hours. For some jobs, where handover is more complex and funds are available, it may be possible to increase the total hours worked to facilitate handover meetings.

If one of the job share partners leaves the post, the manager has the discretion to consider in the first instance whether there is a requirement to fill the vacant part of the post. If the manager does not intend to fill the vacant part of the post, the remaining job sharer post will continue as a part time employee. If, following consultation with the remaining job sharer, the manager decides that the job sharing arrangement must be discontinued, the remaining employee will be considered for the post on a full time basis; should the remaining job sharer not want to work full time, every effort will be made to redeploy them. If the decision is to fill the vacancy, there will be an automatic right to full time occupation of that post by the remaining job share partner. If the employee does not wish to take up full time employment, reasonable efforts will be made to find an alternative job share partner. If the university is not able to appoint a suitable job share partner, every step will be taken in order to avoid termination of employment of the remaining partner.