

Campus Jobs Terms and Conditions

Solent Careers

Version: 1.0

Campus Jobs is the University's student recruitment service for opportunities to undertake work on campus. The Campus Jobs recruitment process is overseen by Solent Careers (Solent University's careers, employability and enterprise service) All queries relating to Campus Jobs should be sent to <u>campus.jobs@solent.ac.uk</u>. Any queries relating to pay should be referred to <u>payroll@solent.ac.uk</u>

This document sets out important information for all Solent students undertaking work through Campus Jobs.

It is divided into three sections:

- 1. Eligibility to undertake work through Campus Jobs
- 2. Statement of terms setting out the terms of your engagement when assigned to undertake work through Campus Jobs.
- 3. The process of getting paid for your work assignment.

#### Section 1 - Eligibility to undertake work through Campus Jobs

To be eligible to undertake work through Campus Jobs the following will need to be adhered to:

- As a current Solent University student, you can continue working on assignments for up to three months after your course ends. Please note that the work must have commenced before you complete your studies
- Present evidence of your right to work in the UK before commencing your first work assignment, specific guidance applies to those students with visa restrictions
- Have a National Insurance number. To apply for a National Insurance Number please refer to <u>www.gov.uk/applynational-insurance-number</u>.
- Undertake a Disclosure and Barring Service (DBS) if the role requires it, your manager will discuss this with you.
- You must stop working in a campus job if your student status changes. Please notify your manager and the Payroll team at payroll@solent.ac.uk if you are no longer a student at Solent University

#### Section 2 - Statement of terms

This section sets out the terms of your engagement as a worker when undertaking an assignment through Campus Jobs, as required by section 1 of the Employment Rights Act 1996.

You have the status of a worker and are not an employee. This means that you may not have the same terms and conditions, protections, or obligations as someone who works as an employee. Further details about the work you will be undertaking will be discussed with you by the manager who appointed you.

# 2.1 Start of work

- a) Your engagement with the University commences on the date advised to you by the manager who appointed you to undertake this work. You are not normally considered to have any continuity of service between different work assignments, unless otherwise advised
- b) You are engaged by Solent University Services Limited, (the University).
- c) Your engagement is for a fixed period as advised to you by the manager who appointed you to undertake this work. Unless terminated earlier in accordance with the terms of this Agreement.
- e) No probationary period applies to your contract

#### 2.2 Job title

a) You are engaged as a Campus Job Worker, the name of your reporting manager will be notified to you via e-mail at the start of your work assignment.

#### 2.3 Place of work

a) Your normal place of work is the University Campus at Southampton but the University reserves the right to require you to work at any premises at which the University provides services. You may be expected to undertake reasonable travel for the proper performance of your duties.

#### 2.4 Remuneration

a) You will receive payment for your hours worked, minus standard statutory deductions, as long as the hours have been claimed and authorised. Payments will be made via direct credit transfer on the last working day of each month.

#### 2.5 Benefits

a) You are not entitled to any benefits during your engagement.

## 2.6 Hours of work

a) You do not have set hours of work and will be required to work on an "as needed" basis. Your hours may vary based on the University's needs and your availability. You could be asked to work anytime between 7:30 am and 10:00 pm. If there is a need to work outside of these hours, your reporting manager will inform you at the beginning of each work assignment

- b) The University will notify you of the days and hours that you will be required to work in advance of each work assignment.
- c) You will be entitled to an unpaid lunch break of one hour where your work assignment requires you to work more than six hours in any one day.
- d) The University recommends that full time students work no more than 15 hours per week during the academic year, this may increase during vacations, non-EEA students are limited to the working restrictions outlined on their visa.

## 2.7 Training

a) No formal training will be provided during your engagement. However, your manager will typically discuss any training arrangements with you and may offer an induction for your specific role.

#### 2.8 Holidays

- a) You are entitled to 5.6 weeks paid holiday during each holiday year (including bank holiday) or the pro rata equivalent (proportionate to the number of hours worked) if you work part time.
- b) Your holiday pay is calculated at a rate of 12.17% of your basic rate of pay for each hour of work delivered.
- c) Your accrued holiday pay will normally be paid in the December payroll for the Christmas vacation, the April payroll for the Easter vacation and the July payroll for the Summer vacation.
- d) Where you have received more paid holiday then is properly due to you, you authorise the University to deduct the excess paid holiday from any pay still due to you. Where this is not possible, you must repay the required amount before the date of termination of employment.

## 2.9 Incapacity/sickness absence

- a) If you are absent from work due to incapacity/sickness you may be entitled to Statutory Sick pay subject to *eligibility*. Your qualifying days for SSP purposes will be based on 7 calendar days.
- b) In all cases of absence, you must notify the manager of your assignment as soon as possible to advise them of your absence. For any period of incapacity which lasts for seven consecutive days or more a doctor's certificate stating the reason for

absence must be obtained and supplied to your manager. Further certificates must be obtained if the absence continues for longer than the period of the original certificate. You are required to enter any period of sickness absence of 7 calendar days or less on to the MyView system.

#### 2.10 Other paid leave

- a) You may be eligible to take the following types of paid leave, subject to any statutory eligibility requirements or conditions and the University's rules applicable to each type of leave in force from time to time:
  - maternity/paternity/adoption/shared parental, parental/parental bereavement.
  - Jury service;
  - CSR
  - Trade union activities
- b) Further details of such leave and your pay during such leave are available on request.
- c) We may replace, amend or withdraw the University's policy on any of the above types of leave at any time.

## 2.11 Termination and notice period

- a) Either of us can terminate this contract by giving adhering to the statutory notice period (1 week or 2 weeks in some instances) in writing
- b) We may at our discretion terminate this contract without notice and make a payment of basic pay in lieu of notice
- c) We reserve the right to terminate this contract at any time without notice or payment in lieu of notice if you commit a serious breach of your obligations under this contract or if you are no longer entitled to work in the UK

## 2.12 Disciplinary and complaints procedures

a) Please note that the student and disciplinary complains procedure applies to you and can be found on the student portal

#### 2.13 Pensions

a) The University runs a defined contribution pension scheme, Solent Pension Plan (SPP) which is administered by Aviva. You will automatically be assessed to see if you are

eligible to be enrolled into the SPP. Further details of the pension scheme are available on the portal.

## 2.14 Collective agreements

a) There is no collective agreement which directly affects your engagement as a worker.

## 2.15 Deductions

a) For the purposes of the Employment Rights Act 1996, sections 13-27, you hereby authorise the University to deduct from your salary (and/or any other monies due under this contract) any sums due from you to the University including, without limitation, your pension contributions (if any), any overpayments, wrongful claims for expenses and loans, relocation allowances or advances made to you by the University.

#### 2.16 University property

- a) You acknowledge that all correspondence, customer lists and records, drawings, documents, products or work products developed by you in the course of your assignment with the University and any other materials owned by the University or used by it in connection with the conduct of its business shall at all times remain the sole property of the University.
- b) Upon termination of your work assignment with the University for whatever reason you shall forthwith return all property belonging to the University which may be in your possession or under your control. You shall not retain any copies. If so requested by the University you will sign a statement confirming that you have complied with this requirement.
- c) Your attention is drawn to the Intellectual Property Rights policy and guidelines as set out on the Academic Standards portal site.

## 2.17 Confidentiality

• a) You are not permitted to use or disclose any confidential information related to the University or its business, either during or after your work assignment, except in the proper course of your duties or as allowed by the Public Interest Disclosure Act 1998. You acknowledge that, while performing your duties, you may have access to confidential information belonging to the University. For clarity, this clause does not apply to information that is already in the public domain, except if it became public due to your own actions or unauthorised disclosures by you or a third party. Please refer to the Whistleblowing Policy, which is available upon request.

# 2.18 Data Protection

- a) You agree and acknowledge that the University will hold and process personal data about you (including sensitive personal data and special categories of personal data) which has been or is in the future obtained by the University for purposes relating to the administration, management and operation of your work assignmentment (including payment of wages, maintenance of attendance, performance and conduct records) or in relation to the University's legal obligations or business needs. Such processing will be conducted by the University because it is: necessary for the performance of this contract; is necessary to comply with a legal obligation to which the University is subject; and/or is necessary for the purposes of legitimate interests pursued by the University.
- b) You agree and acknowledge that your details (name, job title and institution) can be published on relevant Solent Online Learning (SOL) sites to comply with the QAA UK Quality Code for Higher Education.
- c) Please refer to the Campus Jobs privacy notice on the portal for information about how, what and why we hold your data in relation to Campus jobs.

## 2.19 Rehabilitation of Offenders Act, 1974

- a) Certain posts are exempted from the Rehabilitations of Offenders Act 1974 (Exceptions) order 1975 and will require you to undergo a DBS check. If you are in any doubt about whether you should disclose your criminal record history please refer to *www.gov.uk* for guidance.
- b) The University's Guidelines on Disclosure and Barring Service Checks and can be provided on request.

## 2.20 Monitoring

a) In taking receipt of this contract, and undertaking an assignment you expressly agree to the University monitoring your performance at work, your conformity with University rules, standards of conduct and policies in force from time to time and to ensure that you are not using the University's facilities for any unlawful purposes. Such monitoring may take the form of interception of communications, for example opening and reviewing post addressed to or sent by you (including faxes and correspondence marked private and confidential but addressed to you at your place of work) on a daily basis. Your use of University facilities such as e-

mail, the internet, photocopying and telephones may also be monitored and/or recorded in accordance, where applicable, with lawful business practice from time to time.

b) The University will not monitor or record the content of post, telephone calls, email messages, or websites visited unless it is evident that the monitoring specified in Clause 2.20 (a) cannot be accomplished by other means. Any monitoring conducted will be in accordance with the Advisory, Conciliation and Arbitration Service (ACAS) Code of Practice.

# 2.21 End of Financial Year

- A new VTS database is created at the end of each University financial year (31<sup>st</sup> July)
- To ensure you receive payment for all hours worked before August 1st, please submit your claims by August 30th. Claims submitted after this date will not be processed