Temporary Staffing Service Workers
Terms and Conditions
GENERAL

1.1 These terms govern all assignments undertaken by the TSS worker.

1.2 The University of Bristol is not obliged to provide work and you, the worker, are not obliged to accept any work which is offered.

1.3 You acknowledge that the nature of temporary work means that there may be periods where no suitable work is available, or where suitable work is available but the University decides not to offer it to you; and agree that the suitability of work to be offered and who it shall be offered to shall be determined solely by the University; and that the University shall incur no liability to you should it fail to offer opportunities to work.

1.4 The University of Bristol reserves the right to vary these terms, and will give written notification to you of any changes to these terms no later than the commencement of your next assignment.

2. CONDITIONS OF AGREEMENT

2.1 This offer is subject to you providing satisfactory documentary evidence of your entitlement to work in the UK, in line with current immigration legislation. It will remain your responsibility to ensure that you are able to produce such documentation as and when it is requested from you.

3. ASSIGNMENTS

3.1 The days and hours are variable and not guaranteed.

3.2 It is your responsibility to attend at the appropriate and agreed location on time, and be immediately and suitably prepared to commence work. Failure to attend an assignment without prior notification may result in the immediate termination of your assignment.

3.3 If you begin an assignment, you will be engaged under an Assignment Agreement for the duration of the assignment and will not be an employee of the University. You will be entitled to work for yourself or for any other person or business as an employee, worker or on a self-employed basis, provided it does not conflict with your assignment or any visa restrictions.

3.4 The University Division, School or Faculty that you are assigned to will be responsible for your supervision, direction and control and at all times you will be expected to comply with instructions issued by the University Division, School or Faculty representative to whom you report, or such other representative as they may allocate to take responsibility for your supervision. Whilst on assignment, you will be expected to conform to health and safety rules and procedures along with other University rules, regulations and codes of practice as they apply to you as a worker providing services to the University.

3.5 Whilst on assignments you may be issued with a University Card (U-Card), which will provide access to buildings and printers. The card must be returned to the TSS Office at the end of each assignment.

4. ASSIGNMENT EXTENSIONS

4.1 Due to the unpredictable nature of temporary work, the assignment end date listed in the Assignment Agreement is only an estimate and the hours are not guaranteed. The duration of any assignment is liable to change. Should a University Division, School or Faculty inform the TSS that your services are required beyond the original assignment end date and you agree to such an extension, a new Assignment Agreement will be issued detailing a revised agreement end date, which will also be an estimate.

4.2 You are not obliged to accept any assignment extension, and accepting an extension will not affect your rights to terminate the assignment under Section 6. If you refuse an assignment
5. TERMINATION OF ASSIGNMENTS

5.1 Due to the unpredictable nature of temporary work, the assignment end date listed in the Assignment Agreement is an estimate and the hours are not guaranteed. The duration of any assignment is liable to change. Should an assignment no longer be necessary, or alternative means has been identified to fill the activity, the TSS may terminate the assignment or advise you of a new end date with immediate effect; although the TSS will endeavour, so far as is reasonably practicable, to give one week's notification of the termination of any assignment which lasts longer than 4 weeks. The University shall not incur any liability to you for any assignment terminated before the expected end date. You will only be paid for the hours that you have worked and the University will have no obligation to offer you alternative work. The Assignment Agreement between you and the TSS will end on the termination of the assignment.

5.2 If at any point during an assignment you wish to end your assignment before the end date listed in the Assignment Agreement you may terminate the agreement with immediate effect. You are requested, in so far as is reasonably practicable, to give one week's notice of the termination of any assignment which lasts longer than 4 weeks.

5.3 If you do not comply with the notification requirements set out in Sections 11 and 12 should you be unable to attend work during the course of an assignment, this will be treated as termination of the agreement by you in accordance with Section 6.2 unless you can show that exceptional circumstances prevented you from complying with the notification requirements.

6. REMUNERATION

6.1 You will only be paid for the hours and days that you work, and not for the anticipated hours and days of work detailed in the Assignment Agreement. Subject to any statutory entitlement to paid leave (Section 9), Statutory Sick Pay (Section 10) or Statutory Maternity or Paternity Pay (Section 11) or any other statutory entitlement, you are not entitled to receive payment for any time not spent on an assignment, whether in respect of illness or absence for any other reason unless otherwise agreed.

6.2 The Assignment Agreement, notified to you on an assignment basis, will set out what hourly rate of pay you will be entitled to receive. Assignments may vary in level and whilst the TSS will endeavour to offer you assignments at the level you have requested, there is no obligation on the University to maintain the rate of pay you received in previous assignments. The rate of pay is determined by the grade of work assigned to you.

6.3 Providing you have completed the appropriate payroll documentation, including the provision of bank details relating to a valid UK bank account held individually or jointly in your name, payment will be provided by the University Payroll. The University is required to make deductions in respect of PAYE pursuant to Sections 44-47 Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which it may be required by law to make.

6.4 The Tax Office which deals with the University is HM Revenue and Customs, Crescent Centre (North), Temple Back, Bristol BS1 6HR, reference number 034/U169. Should you have any queries on any matters relating to your personal tax, please contact the Tax Office directly.

6.5 Payment will be made in arrears monthly on the 26th of each month by electronic BACS transfer on the basis of authorised monthly timesheets. At the assigned submission date each month (or at the end of an assignment where it is completed before the Payroll submission deadline) you will submit a timesheet, approved by your assignment manager, to the TSS Administrator dealing with your assignment. It is your responsibility to ensure that your timesheet is completed, submitted and approved in accordance with the notified Payroll deadlines. Details of timesheet deadlines will be published on the TSS website.
6.6 The University does not accept liability for delays in the payment of claims which are not accurately completed or approved, or which miss the Payroll processing deadlines. Payment will not be made in advance for work which has not yet been carried out. Please note that an earlier submission date is likely to apply around Christmas and Easter.

7. DEDUCTIONS

7.1 You hereby agree that the University is legally entitled to make deductions from any element of your pay to recover overpayments. If this occurs, the University will notify you of the amount to be recovered and the timescales for any repayment.

8. WORKING HOURS

8.1 Full-time assignments are usually based on a 35-hour week, which will normally be worked over 5 days which may include Saturdays and Sundays.

8.2 All workers who work for more than 6 continuous hours on one day will be required to take an unpaid break of not less than half an hour. Work patterns will be determined by your assignment manager.

8.3 It is recognised that the normal break for lunch is one hour unpaid. In addition, it is good practice for workers to take a refreshment break during the course of the morning and the afternoon as follows and as agreed with the assignment manager. Either:

- A paid working break, taken where the individual remains available for work: 30 minutes per week is allowed as ‘down time’ to prepare refreshments; or
- An unpaid (save for the first 30 minutes in any week, which is paid) non-working break taken for an agreed length of time away from the immediate workplace where the individual is not available for work. Where appropriate the weekly working pattern will be extended accordingly.

9. HOLIDAY

9.1 Holiday pay will be calculated using the basic rate of pay for each assignment. You are entitled to the equivalent of 38 days holiday per annum, calculated on a pro-rata basis dependent on the number of hours that you actually work. This calculation includes your full entitlement to paid leave, including Bank Holidays and Closure Days as follows:

- **Annual leave**: 23 days pro rata, accrued only when working on assignments
- **Public holidays**: currently 8 working days, paid only when working on assignment
- **University closure days**: 7 working days, paid only when working on active assignment.

9.2 General principles:

- The leave year runs from 1 January to 31 December.
- Requests for leave should be submitted with reasonable notice.
- Leave cannot be carried over to the next leave year.

10. SICKNESS

10.1 If you are unable to attend for work due to illness or other incapacity, you must notify your assignment manager and the TSS Administrator dealing with your assignment by telephone as soon as possible (normally by 10.00am) on your first working day of absence. You must state the reason for your absence and the date on which you expect to return and/or agree when you will next be in contact with further information.

10.2 You may be eligible for Statutory Sick Pay (SSP) provided you meet the relevant statutory criteria, but you will have no entitlement under any University sickness pay scheme. To assess whether there is any entitlement to SSP, after four days' sickness absence you must submit a self-certificate form to the TSS Administrator dealing with your assignment. If your absence lasts for eight consecutive days or more (including weekends) you must submit a doctor’s certificate to
the TSS. Further certificates will be required to cover the total period of absence. It is your responsibility to keep the TSS informed about your progress and your likely date of return.

11. OTHER ABSENCES

11.1 You must inform the TSS Administrator dealing with your assignment if you know that you are pregnant when you are on an assignment. Where appropriate, the TSS Administrator will advise the manager so that a risk assessment can be made. You may be entitled to statutory maternity leave and, subject to meeting the qualifying criteria, Statutory Maternity Pay (SMP). If you are not entitled to receive SMP, you may be able to claim Maternity Allowance from the Department of Work and Pensions. If your partner is pregnant, you may be entitled to Statutory Paternity Pay, subject to meeting the qualifying criteria.

11.2 Please notify the TSS Administrator dealing with your assignment if you are summoned for jury service whilst on an assignment. The TSS can sign a Certificate of Loss of Earnings for you, which will enable you to claim back what you would have earned. If you are called for jury service when an assignment is not in progress or has not already been agreed you will only be able to claim other expenses directly from the courts.

12. PENSION

12.1 Subject to the rules of the scheme, you will be eligible to join the University of Bristol Group Pension Plan (UBGPP). Worker contributions are currently 4%, although you have the option to increase this. Please visit http://www.bristol.ac.uk/directory/finance/pensions/ubgpp/ for more information about the scheme, its benefits and the contribution rates.

12.2 Workers participating in a group pension plan such as UBGPP will be contracted in to the State Second Pension Scheme. If you wish to participate in UBGPP, please contact the Pensions Team by emailing payroll-pensions@bristol.ac.uk Membership of UBGPP is subject to the terms agreed between the University and the Scheme provider. The terms of UBGPP may be varied from time to time. The University reserves the right to vary or withdraw its sponsorship of the scheme, following consultation.

12.3 UBGPP is a qualifying pension scheme which meets the government’s standards in terms of auto-enrolment legislation. This legislation requires that, where workers meet the relevant eligibility criteria, employers must automatically enrol them into a workplace pension scheme. Further information is available at: https://www.gov.uk/workplace-pensions. You can choose to join/remain in UBGPP from the commencement of your appointment. In the meantime, your eligibility against these criteria will be assessed on an ongoing basis and if you meet the criteria and have not already chosen to join, you will be automatically enrolled into UBGPP after three months from the start of your appointment, or at any point at which you meet the criteria in the future. In this event, you will be able to opt-out of the scheme if you wish to do so. You will receive a separate communication from the Pensions Team regarding this.

12.4 The University operates a Pension Salary Exchange scheme for eligible workers who join UBGPP. Under the Pension Salary Exchange scheme, basic salary is reduced by an amount equivalent to the normal worker pension contributions and the University increases its contribution by a corresponding amount. The University has set a pay protection limit of £8,200 per annum to ensure that no worker is disadvantaged as a result of participating in the scheme. You will not be automatically enrolled in the Pension Salary Exchange scheme, but you may opt in if you wish. Further information about Salary Exchange is available on the Human Resources website at: http://www.bristol.ac.uk/hr/salaries/sal-exchange/.

12.5 In the event that you wish to participate in Pension Salary Exchange, please complete an opt-in form, located under Pension Salary Exchange: http://www.bristol.ac.uk/hr/forms/. This should be returned to Payroll.

13. CONFIDENTIALITY
13.1 You must not, either during assignments or at any time between assignments or after the end of termination of your final assignment, disclose any trade secrets or other confidential information relating to the University or any of its activities including those in respect of which the University owes an obligation of confidence to any third party.

13.2 “Confidential Information” means trade secrets and details of any information relating to employees, students of the University, matters of Health and Safety (including the University’s disaster plan), and any information, the release of which would damage the University’s commercial interests, endanger staff or students together with any information that is legally privileged. It also means any information in respect of which the University has a duty of confidentiality to a third party including patients. Confidential Information also includes any and all information which the University is not obliged to release under the Freedom of Information Act 2000 (the Act) and where a worker is uncertain whether a piece of information falls within the Act they will not disclose such information unless and until they have received advice from the University’s Information Rights Manager or other member of the University Secretariat.

13.3 You agree that at any time you will:
- Not without proper authority remove from the University's premises any confidential information
- If the University requests, electronically delete or otherwise destroy all confidential information in your possession or under your control and destroy all other documents and tangible items (including back-ups and/or extracts of them) in your possession or under your control which contain or refer to any confidential information.

13.4 Nothing in this Agreement shall preclude you from making a protected disclosure in accordance with the provisions set out in the Employment Rights Act 1996.

14. DATA PROTECTION

14.1 You consent to the University (or any agent thereof) processing personal data relating to you for the purpose of the administration and management of the business for the University and its employees and to ensure compliance with any applicable laws, regulations and procedures. For further details on how the University uses your personal data, please see the fair processing notice: http://www.bristol.ac.uk/secretary/data-protection/policy/staff-processing-notice/.

14.2 You agree to abide at all times by the provisions of the Data Protection Act 2018 in relation to any processing by you of the personal data of others.

15. INTELLECTUAL PROPERTY

15.1 You agree that the University policies relating to Intellectual Property (IP) apply to you; and that the University will be entitled in accordance with those terms to claim ownership of IP which you produce while carrying out work for the University.

16. UNIVERSITY PROPERTY

16.1 Any property of the University shall remain the property of the University and shall be handed over to the University on demand and in any event at the end of each assignment.

17. WORKWEAR AND EQUIPMENT

17.1 If you are issued with workwear or equipment you:
- Must ensure that you use it whenever necessary, or as required, and in accordance with the University’s Health and Safety Policy; and
- Must tell the University as soon as it needs replacing whether due to damage, defect or for any other reasons.

18. INTERCEPTION OF COMMUNICATIONS
18.1 Under the provisions of The Regulation of Investigatory Powers Act 2000, the Data Protection Act 1998, The Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 and any other relevant legislation in force from time to time, the University may, if it considers it reasonable in the circumstances, monitor and record a worker’s communications (including but not limited to emails, internet access and telephone communications) during their employment.

19. PERFORMANCE AND CONDUCT

19.1 Minor shortfalls in performance or minor breaches of discipline during assignments including but not limited to poor timekeeping, careless mistakes or lack of attention to detail, instructions or procedures will be discussed with you by your assignment or the TSS Manager as appropriate. You may be offered additional support, training, guidance or advice as appropriate.

19.2 In the case of more serious shortfalls in performance or breaches of discipline, or repeated minor shortfalls and/or breaches, the TSS Manager will invite you to a meeting to discuss the concerns. You have a statutory right to be accompanied by a companion at this meeting. Following the meeting, the TSS Manager will write to you informing you of their decision. You may be given a written warning or, where appropriate, you may be removed from the assignment and/or the TSS.

19.3 Examples of sufficiently serious behaviour which may result in an assignment being terminated before the agreed end date and/or you being immediately deregistered from the TSS include but are not limited to theft, forgery, threatening or using physical violence, breach of confidentiality, serious breach of safety rules and regulations, acts of discrimination, acts of bullying or harassment, refusal to comply with reasonable requests from your assignment manager, unauthorised absence from work and breach of other University, Division, School or Faculty rules or regulations. Should the TSS receive an unsatisfactory feedback review from the assignment manager at the end of an assignment, we will invite you to discuss this with us.

19.4 If you are not satisfied with the decision, you may submit a written appeal to the Organisational Development Manager – Resourcing within 28 days of the end date of the assignment to which the complaint relates. The appeal must state the grounds on which it is made. The appeal will be considered and you will be notified of the outcome in writing. This decision will be final within the procedures of the University.

20. GRIEVANCES

20.1 If you have a grievance relating to an assignment, you should attempt as far as is reasonably possible to resolve the grievance informally through discussions with your line manager. If the grievance cannot be resolved informally, because informal discussions are inappropriate or have failed to resolve the grievance, then you should write to the TSS Manager within 28 days of the complaint arising. The written complaint should include the nature of the grievance, the evidence on which it is based and the remedy sought.

20.2 You will be invited to attend a formal grievance meeting in order to discuss the grievance and there may be further investigation of the grievance if required. You have a statutory right to be accompanied by a companion at this meeting. The meeting will take place within 14 working days of the written acknowledgement of the grievance. The TSS Manager will write to you advising you of the decision. The grievance may be rejected, or may be upheld wholly or in part, and indicate what steps have been or should be taken to resolve it.

20.3 If the grievance remains unresolved and you wish to take further action, you may contact the TSS Manager within 14 days of the date of the decision to exercise your right of appeal. You must identify the part(s) of the grievance that remain unresolved and the remedy sought. Appeals will normally be considered by the Organisational Development Manager – Resourcing, who will have had no prior involvement in the case. You will be notified of the outcome of the appeal in writing and this decision will be final.

21. FACILITIES
22.1 You may be issued with a U-Card and IT access to enable you to work effectively on assignments. These facilities are made available solely for University business while on a current assignment and you should not use these facilities between assignments. The University reserves the right to withdraw these facilities at any time. You must return the U-Card when requested, and in any case at the end of each assignment.

22. OTHER BENEFITS

22.1 You are entitled to apply for internal and external vacancies within the University whilst working for the TSS. Current vacancies are listed on the University website.

22.2 For the avoidance of doubt, as you will not be an employee of the University you will only be entitled to those benefits detailed in these terms and conditions.

23. MISCELLANEOUS

23.1 This Agreement and any disputes arising from it, whether of a contractual or non-contractual nature, shall be governed and construed in accordance with English law and you agree to submit to the exclusive jurisdiction of the English Courts/Tribunals with regard to any claim or matter arising.

23.2 This Agreement and the Assignment Agreements set out the entire agreement between the parties and supersede all prior discussions and agreements, statements, representations, terms and conditions, communications and understandings whether oral or in writing.

23.3 No term of the Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to this Agreement, save for where expressly stated to the contrary by this Agreement.