



Terms and Conditions of Employment



CONDITIONS OF EMPLOYMENT

Under the Agreement for the Implementation of the Framework Agreement at the University of Exeter agreed in July 2006, the following conditions of employment apply to all staff of the University, except those engaged on a casual/claims basis, Graduate Teaching Fellowships and those engaged on NHS Clinical Grades.

Under the terms of the above agreement, some staff enjoy protected benefits over and above those detailed below.

The first part of this document details the core conditions of employment which apply equally to all staff. The appendices detail conditions of employment which are specific to appointments in each job family.

The 'Employment Handbook' summarises other policies and procedures which govern the employment of staff at the University but which do not form part of the contract of employment.

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GLOSSARY

University means the Council of the University of Exeter or any committees or officers who have been delegated authority to make decisions on grading and remuneration.

Staff in the academic job families means staff employed in the Teaching and Research job family, Teaching and Scholarship job family and Research job family.

Teaching and Research job family means staff employed as Lecturers, Senior Lecturers and Associate Professors progressing through the Teaching and Research route.

Teaching and Scholarship job family means staff employed as Associate Teaching Fellows, Teaching Fellows and Senior Teaching Fellows and Associate Professors progressing through the Teaching and Scholarship route.

Research job family means staff employed as Associate Research Fellows, Research Fellows and Senior Research Fellows and Associate Professors progressing through the Research route.

Professorial and Professorial related means staff employed as Professors and Heads of Professional Services and other senior staff designated as Professorial-related. Professors are covered by the conditions of employment detailed for staff in the Teaching and Research job family; Professorial-related staff are covered by the conditions of employment detailed for staff in the support job family.

Support staff means all other staff employed by the University.

Term-time staff means staff who work less than 52 weeks per year (including holidays).

Bank/public holidays means the New Year's Day bank holiday, Good Friday, Easter Monday, May Day bank holiday, Spring bank holiday (normally in May), Summer bank holiday (normally in August), Christmas Day bank holiday and Boxing Day bank holiday, or alternative days designated by the Government.

Fellow workers means "another of the employer's workers", in accordance with the ACAS Code of Practice on Disciplinary and Grievance Procedures.

1. General Conditions

- A.** The salary scales and conditions of employment for staff are agreed between the University of Exeter and recognised trade unions in the University of Exeter Joint Negotiating Committee.
- B.** The University may from time to time amend the conditions of service through the Joint Negotiating Committee. Changes will be notified to members of staff.
- C.** Members of staff employed in the Teaching and Research job family are also subject to the University's Charter and to the Statutes and Ordinances of the University, which may be amended from time by the Council of the University.
- D.** This booklet must be read in conjunction with individual letters and such other documents as may be specific to any particular person, post or appointment.

2. Duties and Location

- A.** A summary of the duties applicable to appointments in each job family are detailed in the appendices below.
- B.** Staff will be appointed to a particular School or Service within the University, but may be redeployed after due consultation to other duties within their competence elsewhere in the University, if such a reallocation is in the interests of the University.
- C.** The location of the appointment will be specified in the letter of appointment. The University reserves the right to relocate its employees to any of its campuses, or other locations where it provides a service, within reasonable travelling distance of this location, following appropriate consultation and notification.

3. Probation

The probation arrangements applicable to appointments in each job family are detailed in the appendices below.

4. Duration and Termination of Appointments

- A.** Open-ended appointments normally run to retiring age. Staff will be given notice to retire from office on the thirtieth day of September, if that day should coincide with the day on which the age of 65 years is attained, or otherwise on the thirtieth day of September next following the day on which the age of 65 years is attained.
- B.** Fixed-term appointments are for a period specified at appointment and shall terminate automatically at the end of the period specified in accordance with the University's Code of Practice on Fixed Term Employment.
- C.** The arrangements and notice period applicable to termination of employment within a period of probation are detailed under 'Probation' in the appendices below.
- D.** Up to and including Grade H: after satisfactory completion of the period of probation, to terminate the employment prior to the date of retirement or the notified end date of a fixed term contract, other than in cases of summary dismissal, the University should give a minimum of:
 - + for appointments in grades A to D: the longer of one month's notice or one week for each year of completed continuous service, up to a maximum of twelve weeks;
 - + for appointments in the support staff job family in grade E and above: three months' notice;
 - + for appointments in the Teaching and Scholarship and Research staff job families: three months' notice;
 - + for appointments in the Teaching and Research job family: three months' notice to expire at the end of a term/semester (as appropriate to the teaching requirements of the post) or at the end of the long vacation.
- E.** Up to and including Grade H: after satisfactory completion of the period of probation, to terminate the employment prior to the date of retirement or the notified end date of a fixed term contract, the employee is required to give a minimum of:
 - + for appointments in the support staff job family in grades A to D: one month's notice;
 - + for appointments in the support staff job family in grade E and above: three months' notice;

- + for appointments in the research staff job family: three months' notice;
 - + for appointments in the teaching and scholarship job family: three months' notice to expire at the end of a term/semester (as appropriate to the teaching requirements of the post) or at the end of the long vacation.
 - + for appointments in the teaching and research job family: three months' notice to expire at the end of a term/semester (as appropriate to the teaching requirements of the post) or at the end of the long vacation.
- F.** The notice required to terminate the employment of Professors and Professorial-related staff prior to the date of retirement or the notified end date of a fixed term contract, other than in cases of summary dismissal, is detailed in the Ordinances of the University, ie the employee or the University is required to give:
- + For Professors: six months' notice, terminating on the final day of an academic term, or the final day of the long vacation, in any year;
 - + For members of the Professorial-related staff: six months' notice.

5. Hours of Work

The hours of work applicable to appointments in each job family are detailed in the appendices below.

6. Remuneration

- A.** The University implements changes to the national pay spine agreed in the Joint National Council for Higher Education Staff, except where modified by local agreement in accordance with the Implementation of the Framework Agreement at the University of Exeter (agreed July 2006).
- B.** Salary payments are made in arrears in equal instalments on the last working day of each calendar month by credit transfer direct to the employee's bank/building society account.
- C.** From each salary payment deductions are made for pension, national insurance contributions and income tax as appropriate. Arrangements may be made on request for the deduction of certain contributions (eg trade union subscriptions).
- D.** Term-time staff have their pay including holiday pay averaged over twelve months.
- E.** The salaries of Professors and Professorial-related staff are reviewed annually by the University.
- F.** Subject to satisfactory performance, and subject to a minimum of six months' service in the grade, increments are payable on 1 August each year until the top progression point of the grade is reached.
- G.** The University may pay contribution points to employees who have reached the top progression point of the grade in accordance with arrangements agreed with recognised trade unions.
- H.** Staff in grades A to D will be compensated for overtime work (including overtime worked on Saturdays, Sundays, Bank Holidays and Closure Days), which is approved in advance by the appropriate manager, by the equivalent period of time-off-in-lieu (to be taken by agreement of management) or, where time-off-in-lieu cannot be granted, by payment at:
- + plain time for hours worked up to 36.5 in that week
 - + time-and-a-half rate for hours worked over 36.5 in that week.
- I.** There is no entitlement to overtime pay for staff in grade E, except where there is an ongoing, regular need for out-of-hours working to meet essential operational requirements which can only be undertaken outside of normal working hours and which is approved in advance by the appropriate manager following consultation with Personnel and Staff Development (for example animal feeding).
- J.** There is no entitlement to overtime pay for staff in grades F and above.
- K.** The University may pay additional allowances (detailed in Appendix A below) to support staff whose appointments meet the appropriate qualifying criteria.
- L.** Backdated salary awards: Members of staff who are leaving or who have left the employment of the University should ensure that Personnel and Staff Development is advised of their current address and bank details. Where former staff are aware that a backdated general increase has been reached a claim for the arrears should be submitted to Personnel and Staff Development within 12 months of the date of the agreement.

7. Review of Grading

The arrangements for review of grading and progression through grades applicable to appointments in each job family are detailed in the appendices below.

8. Holidays

- A.** The annual leave entitlement for full-time staff in E to H is 30 days plus 8 bank/public holidays and (subject to paragraph **C** below) 3 Closure Days designated by the University. The University reserves the right, following consultation with trade union representatives, to convert up to 3 days of the 30 day entitlement into Closure Days designated by the University.
- B.** The annual leave entitlement for full-time staff in grades A to D is 28 days plus 8 bank/public holidays and (subject to paragraphs **C** and **D** below) 3 Closure Days designated by the University. The University reserves the right, following consultation with trade union representatives, to convert up to 3 days of the 28 day entitlement into Closure Days designated by the University.
- C.** The University reserves the right to determine when one day of this leave is to be taken by giving formal notification to staff no later than the preceding 31 December. (In practice, the University will only exercise this right when Christmas Day falls on either a Tuesday or a Thursday, to avoid campuses being open for a single day ie either Christmas Eve or 2 January.)
- D.** To meet operational requirements, the University may require staff to work on a designated Closure Day, in which case alternative paid leave will be provided, to be taken by agreement with management, and no additional payment will be made. Staff in grades A to D may qualify for additional payment in accordance with paragraph **6(H)** above when they are required to work on a Closure Day **in addition to their normal working week.**
- E.** For part-time staff working fewer days or hours, leave entitlement is proportionate.
- F.** The annual leave year, for both the accrual and taking of leave, is 1 January to 31 December.
- G.** The annual leave entitlement for staff joining or leaving the employment of the University during the course of the year is proportionate to their completed service during the leave year.
- H.** If an employee whose employment ends during the year has taken more days of leave than s/he has accrued up to their final date of employment, then a deduction will be made from their final salary payment.
- I.** Staff are expected to take their leave in the leave year in which it is accrued. While there is no entitlement to carry forward leave, where it is not possible (eg for operational reasons) for employees to take all their leave entitlement, they may carry forward up to 5 days' leave to the following year, with the permission of their Head of School/Service or other senior manager. Any leave carried forward must be taken by 30 April in the following year or it will be lost. If a member of staff has more than 5 days' leave outstanding at the end of a year, the excess over and above 5 days will be lost. There is no entitlement for payment in lieu of untaken leave.
- J.** Staff employed on a fixed term basis are expected to take annual leave accrued in the year in which their employment ends before the expiry of their contract.
- K.** The timing of leave is by agreement with the relevant manager/Head who will take into account both individual preferences and operational requirements. In the case of staff in the Teaching and Research and Teaching and Scholarship job families, leave will normally be taken during University vacations.
- L.** For staff working term-time only, their annual salary includes their pro-rata paid leave entitlement, to be taken on unspecified days during the vacation periods. Leave may not be taken during Term-time.
- M.** Where attendance on a bank/public holiday is required, the University will in the first instance seek volunteers, subject to the right of the University to require staff to work on bank/public holidays to meet the operational requirements of the University where insufficient volunteers are available. Where staff are rostered to work on a bank/public holiday, the University will manage the rosters so that bank/public holiday working is evenly shared among staff. Where staff are required to work on a bank/public holiday **within their normal working week**, alternative paid leave will be provided, to be taken by agreement with management, and no additional payment will be made. Staff in grades A to D may qualify for additional payment in accordance with paragraph **6(H)** above when they are required to work on a bank/public holiday **in addition to their normal working week.**

9. Other Leave

- A.** Compassionate and Emergency Leave: The University recognises that compassionate leave arrangements need to be flexible to meet individual circumstances. For example, some staff may need to travel long distances or the period of time they need to be away from work may not be immediately clear. In addition, the University needs to meet its statutory obligation to allow staff to take reasonable (unpaid) time off to deal with sudden emergencies involving a dependant (and to make any necessary longer term arrangements). The University's approach towards compassionate and emergency leave recognises the importance of this flexibility. The basic provision is a period of up to two days paid leave (depending on location and circumstances) in the event of the death or serious illness of a close relative, which may only be taken following consultation with senior management. The University's policy on 'Emergency Leave – Time off for Dependants' (available from the Personnel and Staff Development website by following the link for 'Parents and Carers') provides for an extension of compassionate leave by the use of annual leave or unpaid leave or additional paid compassionate leave in certain emergency situations, by agreement with senior management and (to ensure consistency) Personnel and Staff Development.
- B.** Staff called for jury service must inform their Head of School/Service and Personnel and Staff Development. If jury service lasts for less than half a day the employee must return to work for the remainder of the day, wherever practicable. Employees should keep their line manager regularly informed about how long they are likely to be away from work. During attendance at the court, employees should claim from the court any compensation for loss of earnings and the University will then pay the difference between such entitlements and normal average earnings. Upon return to work the employee must submit the documentation required by Personnel and Staff Development with evidence of actual payments claimed and received from the court to enable the University to make an adjustment to salary equivalent to the payment received from the Court for loss of earnings only. Pension contributions will not be affected.
- C.** Staff who are required to attend summer camps for training in any voluntary reserve of the Armed Forces may claim one paid week of leave. Any additional period should be taken from annual leave.

- D.** Reasonable leave without pay will normally be allowed for the discharge of public duties in accordance with the statutory provisions.
- E.** Staff in the Teaching and Research job family may apply for Study Leave or Leave of Absence in accordance with procedures detailed in **Appendix D** below.
- F.** At the discretion of the University, other staff may be granted unpaid leave in exceptional circumstances.
- G.** Details of arrangements for:
- + maternity pay and leave
 - + paternity pay and leave
 - + adoption pay and leave
 - + parental leave and
 - + the right to request variations in working arrangements for parents and carers
- are available from the Personnel and Staff Development website (follow the link for 'Parents and Carers').

10. Sickness Absence

A. Notification requirements

Staff are required to:

- + notify their nominated supervisor or Head of School/Service as soon as reasonably practicable on the first day of absence by telephone or message; and to give an expected date of return or when they will be able to call again with further information. Notification should be made in person if possible.
- + obtain a medical certificate for all periods of absence in excess of one week (including weekends) and complete, sign and forward it promptly to their supervisor or Head of School/Service.
- + notify their supervisor or Head of School/Service whether or not they will be returning to work at the expiry of a medical certificate and, if appropriate, forward a further medical certificate, as above.

Failure to comply with the above notification requirements (including renewal notification) without good cause may result in the University withholding sick pay for each day for which notification is late. Failure to comply with notification requirements may be treated as a disciplinary matter.

B. Recording

Staff are required to complete a self-certification form (available from their supervisor/manager) for all sickness absence, either on their return to work or following the first week of absence, whichever is the earlier.

C. Reference to Occupational Health Service

The University may refer an employee to be examined by the Occupational Health Service or a doctor nominated by the University where there are concerns about their health or level of attendance.

In exceptional cases, where there are concerns that the continued presence of the employee would be detrimental to their own health and safety or to that of others, the Head of School/Service may, in consultation with Personnel and Staff Development, instruct the employee to remain at home pending confirmation from the Occupational Health Adviser of their fitness to attend work.

D. Claims against third party

Any payment of sickness allowance is subject to a refund to the University in the event of successful claims against a third party.

E. University Sick Pay

Subject to the requirements of this section, the University will pay sickness allowances as follows:

Length of Service	Full pay allowance	Half pay allowance
First year of service	1 month	1 month
Second and third years' service	3 months	3 months
Over three years' service	6 months	6 months

The period of allowance is subject to the length of service as at the first day of absence and to the deduction of the aggregate of any periods of paid sickness absence during the twelve months immediately preceding the first day of absence.

Length of service includes periods of maternity leave and unpaid leave.

The full pay allowance is an amount which, when added to Statutory Sick Pay (SSP) or statutory incapacity benefits receivable, is the equivalent of normal pay.

The half pay allowance is an amount equal to half basic pay plus an amount equivalent to SSP or statutory incapacity benefits receivable, so long as the total sum does not exceed normal pay.

Employees are under an obligation to declare to the University any entitlement to statutory incapacity benefits and any subsequent changes in such entitlement.

F. Sickness and Annual Leave

If an employee falls sick before commencing a period of pre-booked annual leave they will be regarded as being on sick leave for the period they were not well enough to attend work, provided that this period is covered by a medical certificate.

Any sickness which occurs during a period of annual leave will count as annual leave unless supported by a medical certificate issued at the time of the illness.

Statutory holidays and designated closure days at Easter and Christmas are not transferable to other dates. In the event of sickness on any of these days a normal day's salary will be paid.

G. Attendance at Work

For health and safety reasons, staff who are signed off work with a medical certificate should not attend work without the express authority of the University.

H. Pregnancy-related illness

An employee who is absent from work for a pregnancy-related illness with a pregnancy-related illness following the beginning of the fourth week before the Expected Week of Childbirth (EWC) will automatically start their maternity leave period on the first day of absence.

I. Code of Practice

Sickness absence will be managed by the University in accordance with the 'Managing Absence Code of Practice' discussed with recognised trade unions and available on the Personnel and Staff Development website (follow the link for 'Personnel Policies').

11. Pension

- A.** New appointments in the academic job families (if aged under 60) are eligible to join the Universities' Superannuation Scheme (USS), which is a contracted-out scheme. The employee's contribution is 6.35% of gross salary, with the University contributing such sums as will be required to maintain the full benefits of the scheme.
- B.** New appointments in the support staff job family, grades E and above (if aged under 60) are eligible to join the Universities' Superannuation Scheme (USS), which is a contracted-out scheme. The employee's contribution is 6.35% of gross salary, with the University contributing such sums as will be required to maintain the full benefits of the scheme.
- C.** New appointments in the support staff job family, grades A to D (if aged under 60 and over age 18) are eligible to join the University of Exeter Retirement Benefits Scheme (ERBS), which is a contracted-out scheme. The employee's contribution is 6% of gross salary, with the University contributing such sums as will be required to maintain the full benefits of the scheme.
- D.** Subject to meeting the eligibility criteria, staff will automatically become members unless they opt out in accordance with the rules of the relevant scheme.
- E.** Where staff in the support staff job family are promoted to a post graded E or above, or their current post is regraded E or above, they will not be eligible to continue their membership of ERBS. Transfer of benefits between ERBS and USS will be subject to the scheme rules applicable at that time.

12. Performance and Development Review

Members of staff are required to participate in regular reviews of their performance and professional and personal development.

13. Disciplinary and Grievance Procedures

- A.** Staff employed in the Teaching and Research job family, Professors and Professorial-related staff are subject to the Disciplinary and Grievance Procedures detailed in the University's Statutes and Ordinances (available on the University website – follow the link for 'Information for University Staff' and 'Full List of Key Documents').

- B.** Other staff are subject to the Disciplinary and Grievance Procedures for staff not covered by the University Statutes (available on the Personnel and Staff Development website – follow the link for 'Personnel Policies').

14. Intellectual Property

Staff are bound by the Intellectual Property Policy of the University, which may be amended from time to time by the Council of the University. The Intellectual Property Policy is available on the University website – follow the link for 'Information for University Staff' and 'Full List of Key Documents'. Further information on this policy and the application of intellectual property rights (IPR) can be obtained from Communications and Partnership.

15. Equality and Diversity

Members of staff are required to comply with the University's policies and procedures on equality, diversity and dignity at work and study (www.exeter.ac.uk/eo).

16. Health and Safety

Members of staff are required to comply with the University's policies and procedures on health and safety at work (www.exeter.ac.uk/safety).

17. Expenses

Expenses will be reimbursed by the University in accordance with published regulations (available on the Finance Services website – follow the link for 'Documents/Forms').

18. Confidentiality

You must not disclose any information of a confidential nature relating to the University (or any of its associated partners) to any third party, during or after your employment except in the proper course of your employment or as required by English law.

APPENDIX A – Support Staff

Duties (paragraph 2 of the core conditions refers)

The duties of each appointment are as specified by the Head of School/Service and summarised in the job description. Duties may be varied from time to time to reflect the needs of the University and a revised job description issued.

Probation (paragraph 3 of the core conditions refers)

All new appointments to the University are subject to an initial period of probation of twelve months.

The University reserves the right to extend the period of probation in appropriate circumstances, for example where there are concerns that the employee has not met the standard for confirmation of appointment within the one year probationary period or where there has been a significant period of absence, for example due to sickness, maternity or other family-friendly leave. Any proposal to extend a period of probation will be the subject of discussion with the member of staff. The discussion will include the reasons for the extension, the targets to be met and the time period. The member of staff will be informed of their right to be accompanied to any meetings. The details of the extension, reasons for extension and targets to be met and time period will be put in writing to the member of staff within 14 days of the decision to extend.

The notice requirements during probation for staff in Grades A – D (other than in cases of summary dismissal) are:

- + during the first month of the probationary period either party should give one week's notice;
- + during the next five months of the probationary period either party should give two weeks' notice;
- + thereafter either party should give one month's notice.

The notice requirements during probation for staff in Grades E and above (other than in cases of summary dismissal) are: either party should give one month's notice.

The procedure for non-confirmation of appointment and dismissal within the probationary period for support staff in:

- + grades A to D is at **Appendix A1**;
- + grades E and above is at **Appendix A2**.

Hours of Work (paragraph 5 of the core conditions refers)

Full time appointments are contracted to work a 36.50 hour week, over five days, to suit the requirements of the School/Service, as notified by the Head of School/Service. The hours of part-time staff are specified in the letter of appointment. Staff in grades E and above may be required to work additional hours to fulfil the requirements of their role without the expectation of time-off-in-lieu or additional payment.

To meet operational requirements in certain services, where appropriate, and following consultation with staff in that area (and/or trade union representatives), the University will apply flexible working arrangements so that the average working week does not exceed 36.5 hours per week.

Review of Grading (paragraph 7 of the core conditions refers)

A Head of School/Service may apply for the grading of a support post to be reviewed under the HERA job evaluation scheme, as applied by the University.

A postholder may submit a personal application for regrading, without the support of their School/Service, where they are able to show a significant change in duties and responsibilities since their appointment or since the grade of the post was last reviewed (whichever is the later). Personal applications will only be considered where a minimum period of twelve months has passed since appointment or last grading review and/or there has been a demonstrable significant change in duties and responsibilities.

Where the submission for regrading is approved, the regrading will take effect on the first day of the month following receipt of the submission in Personnel and Staff Development.

If the School/Service or the individual is not satisfied with the outcome of the grading review, they may appeal in accordance with procedures agreed by the University (following consultation with trade union representatives).

Additional Allowances (paragraph 6 of the core conditions refers)

The University may pay the additional allowances in the table below to staff whose appointments meet the appropriate qualifying criteria.

Shift Allowance and Night Work Allowance will be amended to reflect changes in the national pay spine agreed in the Joint National Council for Higher Education Staff. Other allowances may be amended by the University from time-to-time. (Current rates are published on the Personnel and Staff Development webpages.)

Allowance	Qualifying criteria
shift allowance	working a planned and regular cycle of shifts on a long-term basis which alternate in immediate succession or overlap to cover a period of 11 hours or more in 24. Applicable to appointments in grades A to C only. Applicable to certain designated appointments in Hospitality Services and the Sports Office.
split duties allowance	required to work more than one attendance to complete a day's work where the break is two or more hours. Applicable to appointments in grades A to C only. Applicable to certain working arrangements in Hospitality Services.
night work	where there is a requirement by the University for work at night (ie between 10pm and 6am), as part of a planned and regular cycle of shift working, for any hours worked between 10pm and 6am, provided that no other enhanced rate is paid for any part of the time worked. Applicable to appointments in grades A to C only. Applicable to certain night workers and security staff in Hospitality Services
standby/call-out allowance	(under review)
first aid allowance	Applicable to staff appointed by the University as first aiders, subject to them maintaining the appropriate qualification. It is a requirement that Estate Patrol Officers and Sports Officers (and some other appointments, where stated in the letter of appointment) are qualified first aiders or become qualified within the 6 months of appointment. Consequently, all postholders must have an up to date first aid qualification to be able to properly fulfil all the requirements of their post during hours when they are rostered to be on duty. It is the postholder's responsibility to arrange training with the Health and Safety Office before their first aid certificate expires. In the event that the first aid certificate is not renewed, the University will expect you to re-qualify within 8 weeks of your first aid certificate expiring. Should the qualification not be obtained within 8 weeks, the University may take steps to terminate the employment. Redeployment to other posts within the University will be considered.
tree surgery allowance	Applicable to qualified and active 'tree surgeons' and qualified and active 'tree ground workers' in Buildings and Estate Services.
tool and goods carriage allowance	Applicable to operational staff in Buildings and Estate Services who are required to use their own vehicles in accordance with the 2000 collective agreement between the University and recognised trade unions.
acting up allowance	Applicable in circumstances detailed in the University policy on acting-up payments (available from the Personnel and Staff Development website – follow the link for 'Salaries').

APPENDIX A1

PROCEDURE FOR NON-CONFIRMATION AND DISMISSAL WITHIN THE PROBATIONARY PROCEDURE (SUPPORT STAFF – GRADES A TO D)

1. No later than one month before than the expiry of the period of probation, the appropriate manager in the School/Service will submit a written report to the Director of Personnel and Staff Development*. The report should include a clear recommendation of confirmation or non-confirmation of appointment. Prior to submitting the report, the manager should offer to meet with the member of staff to discuss their performance and the manager's recommendation. The member of staff may add their own written comments to manager's report before it is submitted to the Director of Personnel and Staff Development*.
2. Where confirmation of appointment is recommended, the Director of Personnel and Staff Development* will advise the member of staff in writing that their appointment is confirmed.
3. Where non-confirmation of appointment is recommended, the Director of Personnel and Staff Development* will give notice to the member of staff that their employment is to be terminated (in accordance with the notice requirements during probation for staff in Grades A – D). This letter will also advise of the right of appeal and the procedure to be followed to make an appeal.
4. The member of staff may exercise their right of appeal by writing to the Director of Personnel and Staff Development* within 7 days of the date of the notification. The appeal will be considered by the Head of School/Service*, or a senior manager in another School or Service nominated by the Director of Personnel and Staff Development*, who has not previously been involved in the decision. The member of staff will be given a minimum of 14 days' notification of the date of the meeting. The member of staff may be accompanied by a trade union representative or fellow worker. The School/Service and the member of staff may submit further written evidence. All papers will be circulated at least 7 days prior to the date of the meeting. The manager considering the matter will hear evidence from the appropriate manager and may call other witnesses to attend. The manager may be advised by a representative of the Director of Personnel and Staff Development or the University's solicitor. The appeal will follow the University's standard appeal procedure at the

hearing and the decision of the manager will be final. The manager may confirm the appointment, in which case the employee will be re-instated, or agree that the appointment should not be confirmed, in which case the dismissal will stand.

5. The University reserves the right to invoke this procedure at any time during the period of probation where concerns about the member of staff's performance, competence, attendance or conduct which may lead to a decision that the requirements for confirmation of appointment have not been met.

* or designate

APPENDIX A2

PROCEDURE FOR NON-CONFIRMATION AND DISMISSAL WITHIN THE PROBATIONARY PROCEDURE (SUPPORT STAFF – GRADE E AND ABOVE)

1. No later than one month before the expiry of the period of probation, the Head of School/Service will submit a written report to the Director of Personnel and Staff Development. At least one week prior to submitting the report, the Head of School/Service will send a copy to the member of staff. The member of staff may submit their own written comments to the Director of Personnel and Staff Development, via their Head of School/Service. The Head's report should include a clear recommendation of confirmation or non-confirmation of appointment.
2. Where confirmation of appointment is recommended, the Director of Personnel and Staff Development will advise the member of staff in writing. Where non-confirmation of appointment is recommended, the matter will be referred to a Head of School or Service or Deputy Vice Chancellor (who has had no previous involvement) for a decision. The member of staff will be given a minimum of 14 days' notification of the date of the meeting and warned that their on-going employment is at risk. The member of staff may be accompanied by a trade union representative or fellow worker. The Head of School/Service and the member of staff may submit further written evidence. All papers will be circulated at least 7 days prior to the date of the meeting. The Head/ Deputy Vice Chancellor considering the matter (who may be advised by a representative of the Director of Personnel and Staff Development) will hear evidence from the Head of School/Service and may call other witnesses to attend.

3. The Head/ Deputy Vice Chancellor considering the matter may confirm the appointment or agree that the appointment should not be confirmed. In the latter instance, the Director of Personnel and Staff Development will write to the member of staff within 7 days of the meeting to advise of the decision and to give notice of dismissal. This letter will also advise of the right of appeal and the procedure to be followed to make an appeal. The member of staff may exercise their right of appeal by writing to the Director of Personnel and Staff Development within 14 days of the date of the notification.
4. The appeal will be considered by a panel who have not previously been involved in the decision. The member of staff will be given a minimum of 14 days' notification of the date of the meeting. The member of staff may be accompanied by a trade union representative or fellow worker; the University's case may be presented by a representative of the Director of Personnel and Staff Development or the University's solicitor. The University and the member of staff may submit further written evidence. All papers will be circulated at least 7 days prior to the date of the meeting. The appeal panel will follow the University's standard appeal procedure at the hearing and the decision of the appeal panel will be final.
5. The University reserves the right to invoke this procedure at any time during the period of probation where concerns about the member of staff's performance, competence, attendance or conduct which may lead to a decision that the requirements for confirmation of appointment have not been met.

APPENDIX B – Research Job Family

Duties (paragraph 2 of the core conditions refers)

The duties of each appointment are as specified by the Head of School/Service and summarised in the appropriate role profile. Duties may be varied from time to time to reflect the needs of the University.

Research staff may be requested to do some teaching/ demonstrating averaging not more than six hours per week during normal working hours (this time to include all preparation, teaching time, marking and contact with students). Teaching/ demonstrating carried out within normal hours will not carry any additional remuneration and the agreed time will be allowed by the supervisor from research duties. However, where there is a requirement from the individual to work outside their normal hours to make up for the time spent on teaching/demonstrating,

then they will be additionally remunerated at the appropriate standard teaching rate for these hours. The aforementioned is subject to any specific terms and conditions attached to awards from grant-awarding bodies.

Probation (paragraph 3 of the core conditions refers)

All new appointments to the University are subject to an initial period of probation of twelve months.

The University reserves the right to extend the period of probation in appropriate circumstances, for example where there are concerns that the employee has not met the standard for confirmation of appointment within the one year probationary period or where there has been a significant period of absence, for example due to sickness, maternity or other family-friendly leave. Any proposal to extend a period of probation will be the subject of discussion with the member of staff. The discussion will include the reasons for the extension, the targets to be met and the time period. The member of staff will be informed of their right to be accompanied to any meetings. The details of the extension, reasons for extension and targets to be met and time period will be put in writing to the member of staff within 14 days of the decision to extend.

During the probationary period (other than in cases of summary dismissal), either party may terminate the employment by giving one month's notice.

The procedure to be followed for non-confirmation of appointment and dismissal within the probationary period for staff in the research job family will be as set out in appendix A2.

Hours of Work (paragraph 5 of the core conditions refers)

Full time appointments are contracted to work a 36.5 hour week, over five days, to suit the requirements of the School, as notified by the Head of School. The hours of part-time staff are specified in the letter of appointment.

Review of Grading (paragraph 7 of the core conditions refers)

A Head of School may apply for the grading of an appointment in one of the academic job families to be reviewed against the academic role profiles and career paths agreed by the University and in accordance with procedures agreed by the University (available from Personnel and Staff Development or from www.exeter.ac.uk/admin/personnel – following the link for 'staff in academic roles'). A postholder may submit a personal application for regrading, without the support of their School.

Concordat on Careers for Research Staff

The University is committed to the principles of the Concordat (available from the Personnel and Staff Development website – follow the link 'Information for Research Staff').

APPENDIX C – Teaching and Scholarship Job Family

Duties (paragraph 2 of the core conditions refers)

Teaching Fellows are engaged to teach students (including preparation, assessment, delivery and keeping abreast of their discipline) and to undertake academic administration as may be assigned by the Head of School and summarised in the appropriate role profile. There is no expectation of research or allowance for research time.

Probation (paragraph 3 of the core conditions refers)

All new appointments to the University are subject to an initial period of probation of twelve months.

The University reserves the right to extend the period of probation in appropriate circumstances, for example where there are concerns that the employee has not met the standard for confirmation of appointment within the one year probationary period or where there has been a significant period of absence, for example due to sickness, maternity or other family-friendly leave. Any proposal to extend a period of probation will be the subject of discussion with the member of staff. The discussion will include the reasons for the extension, the targets to be met and the time period. The member of staff will be informed of their right to be accompanied to any meetings. The details of the extension, reasons for extension and targets to be met and time period will be put in writing to the member of staff within 14 days of the decision to extend.

During the probationary period (other than in cases of summary dismissal), either party may terminate the employment by giving one month's notice.

The procedure to be followed for non-confirmation of appointment and dismissal within the probationary period for staff in the teaching and scholarship job family will be as set out in appendix A2.

Hours of Work (paragraph 5 of the core conditions refers)

Full time appointments are contracted to work 1600 hours per year (to include appropriate allowances for preparation, assessment, delivery and keeping abreast of their discipline), to suit the requirements of the School, as notified by the Head of

School. The hours of part-time staff are specified in the letter of appointment.

Review of Grading (paragraph 7 of the core conditions refers)

A Head of School may apply for the grading of an appointment in one of the academic job families to be reviewed against the academic role profiles and career paths agreed by the University and in accordance with procedures agreed by the University (available from Personnel and Staff Development or from www.exeter.ac.uk/admin/personnel – following the link for 'staff in academic roles'). A postholder may submit a personal application for regrading, without the support of their School.

APPENDIX D – Teaching and Research Job Family

Duties (paragraph 2 of the core conditions refers)

Staff are required to perform such teaching, academic, and other duties relating to examinations and administration as may be reasonably assigned by the Head and to engage in research leading to publication or performance in a recognised form appropriate to the discipline (as summarised in the appropriate role profile). Reasonable time will be allowed and facilities provided for such research.

Probation (paragraph 3 of the core conditions refers)

- + New Lecturer appointments are subject to a Professional Development Programme of up to five years.
- + New Senior Lecturer and Associate Professor appointments will be subject to a probationary period of one year. The University reserves the right to extend this by up to 12 months where there are concerns that the employee has not met the standard for confirmation of appointment within the one year probationary period.
- + The procedure for non-confirmation of appointment and dismissal within the probationary period for Lecturers, Senior Lecturers and Associate Professors is at **Appendix D1**.

During the probationary period (other than in cases of summary dismissal), either party may terminate the employment by giving three months' notice.

Hours of Work (paragraph 5 of the core conditions refers)

There are no specific hours of work but staff are required to work such hours as are necessary to carry out the duties associated with the appointment and as outlined in above.

Review of Grading (paragraph 7 of the core conditions refers)
A Head of School/Service may apply for the grading of an appointment in one of the academic job families to be reviewed against the academic role profiles and career paths agreed by the University and in accordance with procedures agreed by the University (available from Personnel and Staff Development or from www.exeter.ac.uk/admin/personnel – following the link for ‘staff in academic roles’). A postholder may submit a personal application for regrading, without the support of their School.

Study Leave and Leave of Absence

The University may grant Study Leave and Leave of Absence in accordance with **Appendix D2**.

External Work

- + Subject to sub-sections (b) and (c) below, the University expects Professors and staff in the Teaching and Research job family to devote their exclusive service to the University.
- + Members of staff are required to disclose other employment to their Head of School. Provided that there is no undue interference with the performance of normal duties of the member of staff, a member of staff may undertake literary work and occasional broadcasting without seeking permission. The University reserves the right to seek further information about such work where it has concern that there may be a conflict of interest or an impact upon the employee’s normal duties.
- + Regulations regarding consultancy work are detailed in **Appendix D3**.

APPENDIX D1

PROCEDURE FOR NON-CONFIRMATION AND DISMISSAL WITHIN THE PROBATIONARY PROCEDURE (FOR LECTURERS, SENIOR LECTURERS AND ASSOCIATE PROFESSORS)

- 1.** No later than the expiry of the period of probation, the Head of School will submit a written report to the appropriate Deputy Vice Chancellor. At least one week prior to submitting the report to the Deputy Vice Chancellor, the Head of School will send a copy to the member of staff. The member of staff may submit their own written comments to the Deputy Vice Chancellor, via their Head of School.
- 2.** Upon receipt of the written submissions, the Deputy Vice Chancellor may confirm the appointment and the Director of Personnel and Staff Development will confirm this in writing. The Deputy Vice Chancellor may also ask for further written evidence from the School and/or member of staff prior to making a decision. Any further evidence requested and submitted will be copied to the Head of School and member of staff.
- 3.** Alternatively, the Deputy Vice Chancellor may refer the decision to a panel chaired by a Deputy Vice Chancellor; the other members of the panel will be drawn from current Heads of Schools and Directors of Research and current and former Deputy Vice Chancellors and Deans. The member of staff will be given a minimum of 14 days’ notification of the date of the meeting and warned that their on-going employment is at risk. The member of staff may be accompanied by a trade union representative or fellow worker. The Head of School and the member of staff may submit further written evidence. All papers will be circulated at least 7 days prior to the date of the meeting. The panel will hear evidence from the Head of School and may call other witnesses to attend. The panel may be advised by a representative of the Director of Personnel and Staff Development.
- 4.** The panel may confirm the appointment or agree that the appointment should not be confirmed. In the latter instance, the Director of Personnel and Staff Development will write to the member of staff within 7 days of the meeting to advise of the decision and to give notice of dismissal. This letter will also advise of the right of appeal and the procedure to be followed to make an appeal. The member of staff may exercise their right of appeal by writing to the Director of Personnel and Staff Development within 14 days of the date of the notification.
- 5.** The appeal will be considered by a panel who have not previously been involved in the decision, comprising a Deputy Vice Chancellor, a lay member of Council and a member of Senate. The member of staff will be given a minimum of 14 days’ notification of the date of the meeting. The member of staff may be accompanied by a trade union representative or fellow worker; the University’s case may be presented by a representative of the Director of Personnel and Staff Development or the University’s solicitor. The University and the member of staff may submit further written evidence.

All papers will be circulated at least 7 days prior to the date of the meeting. The appeal panel will follow the University's standard appeal procedure at the hearing and the decision of the appeal panel will be final.

6. The University reserves the right to invoke this procedure at any time during the period of probation where concerns about the member of staff's performance, competence, attendance or conduct which may lead to a decision that the requirements for confirmation of appointment have not been met.

APPENDIX D2 – Study Leave and Leave of Absence

1. Objective:

The University is prepared to grant study leave subject to certain conditions being met to promote research and the publication of the results of research to the fullest extent possible within available resources.

2. Definitions:

- + 'Study Leave' is leave from normal teaching, research supervision and other duties within the University of a Lecturer, Senior Lecturer, Associate Professor or Professor in order that their time may be devoted exclusively to full-time research including the preparation of manuscript for publication.
- + Leave of Absence is leave for visits or secondments to other institutions or organisations at home or abroad for any purpose which it considers suitable and on such terms and conditions as are appropriate.

3. Conditions:

- + Study leave is granted on full pay, although members of staff are encouraged to apply for funding for all or part of the period of leave (with the funding coming to the University so that the individual continues to be paid by the University). Schools may agree to support an application on condition that part funding is secured. The period of study leave will reckon for pension and continuous employment.
- + Leave of absence is usually unpaid, but members of staff will be advised of their right to continue pension contributions for the period of leave. Where they exercise this right, the University will meet the employer contributions in full. The period of leave of absence will

reckon for continuous employment but it will not be counted automatically as service for incremental purposes or for the accumulation of annual leave.

- + Normally an applicant must have completed a substantial period of service in the University, usually five years for one or two terms, seven years for one year's leave.
 - + The applicant should submit a written request for study leave or leave of absence to their Head of School specifying the requested start/end date and the purpose of the leave (including specified outcomes), following the procedure notified by Personnel and Staff Development. The Head of School will discuss the proposal with the School's Deputy Vice Chancellor with a view to agreeing whether the request should or should not be supported.
 - + The applicant must give their Head of School sufficient notice of their wish to apply for study leave to enable the Head to discuss the proposal with senior management and to consider how the work of the applicant will be covered whilst they are on study leave.
 - + In the event of an application not receiving support, the applicant will be informed of the decision by Personnel and Staff Development and advised of the procedure for making an appeal. The Deputy Vice Chancellor will consider the initial appeal but if the matter remains unresolved there will be a right of further appeal through the appropriate Grievance Procedure.
 - + Staff must submit a satisfactory report of their period of leave within one month of the completion of the period of leave. This must detail how the leave has fulfilled the aims specified in the application, what output has been produced or will be produced resulting from work during the study leave, including (forthcoming) publications and what future endeavours may result from the study leave activities. Failure to provide a satisfactory report will result in follow-up action from the Head of School, which could include the use of the disciplinary procedures.
4. Leave may be allowed on an exchange basis between a member of staff of the University and of another institution or organisation. Requests for such leave should be submitted as applications for leave of absence. It is normally a condition of leave being granted for this purpose that the exchange shall be financed from the salaries of the two persons concerned by mutual agreement.

APPENDIX D3 – Consultancy Work

1. Consultancy activity is defined as the provision of expert advice or services to external clients undertaken by Professors and other staff in the Teaching and Research job family through a contract for payment. It does not normally include external examining, refereeing and guest lecturing at other Higher and Further Education institutions.
2. The University encourages Professors and other staff in the Teaching and Research job family to be involved in consultancy in order to contribute to the University's mission of transferring knowledge, developing business and community relations and increasing income from non-regulated sources. Consultancy can also help to develop research collaborations and maintain longer-term relationships with funders.
3. There are two principal types of consultancy: 'Institutional Consultancy', ie undertaken as part of or supporting the work of the School; and 'Independent Consultancy', ie undertaken with no reference to the facilities, expertise, time or reputation of the University. All consultancy activity must be fully disclosed to the School.
4. The purpose of these Regulations is to ensure that:
 - + consultancy is undertaken on a professional, business basis;
 - + to protect the commercial interests of the University; and
 - + to ensure that potential conflicts of interest are avoided.
5. Institutional Consultancy
 - 5.1. Unless otherwise expressly agreed under (6) below, all consultancy must be managed in accordance with procedures approved by the University*.
 - 5.2. By express agreement with the Head of School and taking account of guidance issued by the University**, staff in the Teaching and Research job family may be able to receive additional remuneration in the form of an honorarium paid through the University payroll for engaging in institutional consultancy.
6. Independent Consultancy
 - 6.1. The University permits Professors and other staff in the Teaching and Research job family to engage in independent consultancy for up to 10 days per annum (pro-rata for part-time staff). Members of staff are required to disclose

independent consultancy to their Head of School in accordance with procedures specified by the University. Heads of School will take account of guidance by the University** in determining whether to permit such independent consultancy.

- 6.2. Following consultation with the Director of Personnel and Staff Development, exceptionally a Head of School may agree that a member of staff has permission to undertake more than the 10 days of outside work referred to in (6.1) above. Any such agreement should be recorded in writing.
- 6.3. Staff undertaking independent consultancy may make their own arrangements for managing the work or they can take advantage of consultancy management services offered by Exeter Enterprises Ltd. Working through Exeter Enterprises Ltd will reduce the disclosure burden on academic staff***.

* The Knowledge Transfer Programmes Office (KTPO) in Communication and Partnership issues procedures and guidance for the management of Knowledge Transfer Consultancy (KTC). As at April 2008, these procedures and guidance are detailed in Research & Enterprise Services Bulletin No: 15 (Knowledge Transfer: Services for Contract Research, Consultancy and Knowledge Transfer Partnerships) available at www.exeter.ac.uk/res/staff/bulletins.shtml. The University reserves the right to amend procedures and guidance from time-to-time. Further information is available from the KTPO.

** Available from the Personnel and Staff Development webpages.

*** Staff should refer to procedures and guidance for independent consultancy issued by the Knowledge Transfer Programmes Office (KTPO) in Communication and Partnership – see note* above.

APPENDIX E – Policy on Attraction and Retention Premia

1. Exceptionally, the University will consider the application of attraction and retention premia for certain roles, as a supplement to the pay for the grade of the role, where:
 - + there is a clear business need, assessed against the strategic priorities of the University; and
 - + there is appropriate evidence that market pay rates are significantly higher than the University rate; and
 - + there is evidence of recruitment and retention difficulties; and
 - + all other approaches towards recruitment and retention have been considered.
2. In addition, there must be a clear and justifiable 'ring-fence' around the roles which are to be covered by the proposed attraction and retention premia, defined by (for example) specialist discipline and level/grade. Where attraction and retention premia are approved, they will apply equally to current and new appointments in the 'ring-fence'.
3. Where the University is intending to apply attraction and retention premia, it will consult with trade union representatives appropriate to that area of work prior to a decision being made.
4. Attraction and retention premia must be approved by the Head of School/Service, the Director of Personnel and Staff Development and the line manager Deputy Vice Chancellor (for staff in Schools) or the Registrar and Secretary (for staff in Professional Services).
5. Attraction and retention premia may be one-off payments (on appointment or following a fixed period provided the individual remains in employment) or 'market supplements' to salary (paid in monthly instalments with salary). Attraction and retention premia will be subject to statutory deductions and, except in the case of one-off payments, will be pensionable.
6. Personnel and Staff Development will maintain a record of the rationale for each attraction and retention premium and will write to employees who receive an attraction and retention premium advising them of the additional payment and the circumstances in which it may be reduced or withdrawn and referring to this policy.
7. Attraction and retention premia which are paid as market supplements will be reviewed by the Director of Personnel and Staff Development at annual intervals to ensure that there is a continued justification and that the level of premium is appropriate. The review may conclude that the market supplement should be maintained, increased, reduced or withdrawn. Where the market supplement is not reduced or withdrawn following this review, it will be adjusted in line with general increases to the national payspine.
8. In the event that the market supplement is reduced or withdrawn, the employee will be given three months notification in writing before any change takes effect. Where the market supplement is to be withdrawn or reduced, this change will be phased over three years (ie reduce by one-third of its original value each year).
9. Attraction and retention premia address differences between market pay rates and the rate for the University grade. Consequently, unless a continued and revised premium is justified and approved under this policy, any currently held attraction or retention premium above the new salary will be phased out in accordance with section 8 when the employee is promoted or regraded.
10. The University will monitor the application of attraction and retention premia as part of its equal pay review process. The University reserves the right to amend this policy and to revise and withdraw attraction and retention premia in order to comply with equal pay standards.



Personnel & Staff Development
University of Exeter
Northcote House
The Queen's Drive
Exeter EX4 4QJ
UK

Tel: 01392 661000
Fax: 01392 263414
Email: personnel@exeter.ac.uk
Web: www.exeter.ac.uk/admin/personnel



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