

10



University of Exeter

Conditions of Employment

Framework Agreement

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 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.

(Approved by the Joint Negotiating Committee/Joint Committee for Consultation and Negotiation: 12 May 2008, with subsequently agreed changes in October 2009, July 2010, October 2010, November 2011, January 2012, May 2013, May 2015, November 2016 February 2018, November 2023 and April 2024.)

These Conditions of Employment were reformatted in June 2024, representing the collectively agreed terms in a more readable format and updating text to reflect changes to university structure and terminology. This reformatting does not change any collectively agreed conditions of employment agreed prior to June 2024 through the Joint Committee for Consultation and Negotiation. Any questions regarding the contractual status of the June 2024 reformatting will be discussed between the University and campus trade unions and, where necessary, referred to the Joint Committee for Consultation and Negotiation to agree any necessary clarification and/or changes.

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 HR webpages summarise other policies and procedures which govern the employment of staff at the University but which do not form part of the contract of employment.

Where appropriate additional references are made in the text below.

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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 Education and Research job family, Education and Scholarship job family and Research job family.

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

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

Research job family means staff employed as Research Fellows, Senior Research Fellows, Associate Professors, and other roles where their contract states they are in the Research job family progressing through the Research route.

Professorial means staff employed as Professors. Professors are covered by the conditions of employment detailed for staff in the academic job family to which they are assigned.

Professional Services 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 Committee for Consultation and Negotiation.
- b. The University may from time to time amend the conditions of service through the Joint Committee for Consultation and Negotiation. Changes will be notified to members of staff.
- c. Members of staff employed in the Education 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 to 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 Place of work

- a. Staff will be appointed to a particular Faculty 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.
- b. The place of work of the appointment will be specified in the letter of appointment and/or subsequent amendments. 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, or to a hybrid working arrangement, following appropriate consultation and notification.
- c. The academic role profiles give a general indication of expectations of each level in each job family.

Professional Services staff

d. The duties of each appointment are as specified by the Pro Vice Chancellor/Divisional Director 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.

Research Staff

- e. The duties of each appointment are as specified by the Pro Vice Chancellor/Divisional Director and summarised in the appropriate role profile. Duties may be varied from time to time to reflect the needs of the University.
- f. 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 However. where duties. 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.

Education and Scholarship Staff

g. Staff in the Education and Scholarship job family 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 Pro Vice Chancellor and summarised in the appropriate role profile. There is no expectation of research or allowance for research time.

Education and Research Staff

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

3. Probation

The probation arrangements applicable to appointments in each job family are.

- a. Professional Services: All new appointments to the University are subject to an initial period of probation of twelve months.
- b. Research job family: All new appointments to the University are subject to an initial period of probation of twelve months.
- c. Education and Scholarship job family: All new appointments to the University are subject to an initial period of probation of twelve months.
- d. Education and Research job family: New Lecturer appointments are subject to an initial period of probation of 3 years.
- e. New Senior Lecturer and Associate Professor appointments are subject to an initial probationary period of one year.
- f. The University reserves the right to extend the period of probation where there are concerns that the employee has not met the standard for confirmation of appointment within the probationary period. 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.

g. Guidance on managing probation periods can be found in the Managing probation: Notes of guidance. <u>https://www.exeter.ac.uk/staff/employm</u> <u>ent/managers/recruit/probation/</u>

4. Duration and Termination of Appointments

a. Fixed-term appointments are for a period specified at appointment and shall terminate automatically at the end of the period specified by following the appropriate procedure.

Note: See guidance at www.exeter.ac.uk/staff/employment/fixe dtermcontracts/.

b. The arrangements and notice period applicable to termination of employment within a period of probation are as follows. During the probationary period (other than in cases of summary dismissal), either party may terminate the employment by giving:

Professional Services Grades B - D:

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

Professional Services Grades E and above: one month's notice.

Research job family: one month's notice.

Education and Scholarship job family: one month's notice.

Education and Research job family: three months' notice

- c. Up to and including Grade H: after satisfactory completion of the period of probation, to terminate the employment prior to the notified end date of a fixed term contract, other than in cases of summary dismissal, <u>the University</u> should give a minimum of:
 - for appointments in Grades B 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 Professional Services Staff job family in grade E and above: three months' notice;
 - for appointments in the Education and Scholarship and Research staff job families: three months' notice;
 - for appointments in the Education 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.
- d. Up to and including Grade H: after satisfactory completion of the period of probation, to terminate the employment prior to the notified end date of a fixed term contract, <u>the employee</u> is required to give a minimum of:
 - for appointments in the Professional Services Staff job family in Grades B to D: one month's notice;
 - for appointments in the Professional Services 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 Education 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 Education 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. The notice the employee or the University is required to give to terminate the employment of Professors prior to the notified end date of a fixed term contract, other than in cases of summary dismissal, is six months' notice, terminating on the final day of an academic term, or the final day of the long vacation, in any year;
- f. The notice required to terminate the employment of Divisional Directors of Professional Services prior to the notified end date of a fixed term contract, other than in cases of summary dismissal, is six months. The notice required to terminate the employment of other senior Professional Services prior to the notified end date of a fixed term contract, other than in cases of summary dismissal, is three months unless otherwise specified in the contract of employment.

5. Hours of Work

The hours of work applicable to appointments in each job family are as follows. However, 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-offin-lieu or additional payment.

Please note, a University of Exeter employee cannot have two jobs at the University (including occasional/casual worker) where the hours together would be greater than full time i.e. 36.5 hours. In exceptional circumstances and where the additional role is significantly different from the employee's substantive role, there may be circumstances where this is allowable. Written justification must be made and approval must be given by the Director of HR Services. Please contact your Senior HR Partner for more information.

Professional Services Staff

a. Full time appointments are contracted to work a 36.5 hour week, over five days, to suit the requirements of the Faculty/Service, as notified by the Pro Vice Chancellor/Divisional Director. The hours of part-time staff are specified in the letter of appointment.

b. 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.

Research Staff

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

Education and Scholarship Staff

d. 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 Faculties, as notified by the Pro Vice Chancellor. The hours of part-time staff are specified in the letter of appointment. Note: The 1600 hours is calculated as follows: 36.5 hours per week x 52 weeks per year = 1898 hours. After subtracting the annual leave entitlement for full-time staff (Section 8(a)), there are approximately 1600 "working hours" each year.

Education and Research Staff

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

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) and the local agreement on the implementation of the Living Wage.

- 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 are reviewed biennially 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 B 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 timeoff-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 Human Resources (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 Professional Services Staff whose appointments meet the appropriate qualifying criteria.
- Backdated salary awards: Members of staff who are leaving or who have left the employment of the University should ensure that Human Resources 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 Human Resources within 12 months of the date of the agreement.

7. Review of Grading/Academic Career Pathways

a. The arrangements for review of grading for staff in the Professional Services job family are detailed below.

Professional Services staff may make a personal submission for regrading of their role where this is not supported by their Divisional Director. Personal submissions 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. If the employee is not satisfied with the outcome, they may appeal to a joint managementtrade union panel in accordance with procedures agreed with trade unions and notified by the University

Further information regarding the processcan be found on the Professional Services jobevaluationwebpages

https://www.exeter.ac.uk/staff/employme nt/jobevaluation/

b. The arrangements for career progression for staff in the academic job families are set out in the Exeter Academic web pages <u>https://www.exeter.ac.uk/staff/exeteraca</u> <u>demic/</u>

8. Holidays

Note: the total hours are calculated using 7.3 hours x number of days.

Note: the allocation of the annual leave entitlement in paragraphs (a) and (b) between public holidays and leave days which the employee can take at their discretion may differ for staff based outside the United Kingdom. For more information contact globalemployment@exeter.ac.uk

- a. The annual leave entitlement for full-time staff in grades E to H is 299.3 hours comprising:
 - 219.0 hours (30 days); plus,
 - 58.4 hours bank/public holidays (8 days); and
 - (subject to paragraph (c) below) 21.9 hours (3 Closure Days) designated by the University.

The University reserves the right, following consultation with trade union representatives, to convert up to 21.9 hours (3 days) of the 219 hours (30 days) entitlement into Closure Hours/Days designated by the University.

- b. The annual leave entitlement for full-time staff in Grades B to D is 284.7 hours comprising:
 - 204.4 hours (28 days); plus,
 - 58.4 hours bank/public holidays (8 days); and
 - (subject to paragraphs (c) and (d) below) 21.9 hours (3 Closure Days) designated by the University.

The University reserves the right, following consultation with trade union representatives, to convert up to 21.9 hours (3 days) of the 204.4 hours (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 notifying staff no later than the preceding 31 December (e.g. through Weekly Bulletin or all staff email). (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 B to D may qualify for additional payment in accordance with paragraph 6(h) above when they are required to work on a Closure Day <u>in addition to their normal</u> working week.
- e. Staff may book leave in half days or full days. For staff working non-standard working arrangements, the amount of leave entitlement used for each day or half day of holiday will reflect the number of hours they were scheduled to work that day, according to their working pattern.

Note: Further details and examples are set out in the annual leave webpages <u>https://www.exeter.ac.uk/staff/employme</u> <u>nt/leave/personal/annual/</u>

- f. For part-time staff working fewer days or hours, leave entitlement is pro rata.
- g. The annual leave year, for both the accrual and taking of leave, is 1 January to 31 December.
- h. 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.

Note: See additional note for staff starting later in the year on the HR Web pages. <u>https://www.exeter.ac.uk/staff/employme</u> <u>nt/leave/personal/annual/#a2</u>

- i. If an employee whose employment ends during the year has taken more hours/days of leave than they have 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 Pro Vice Chancellor/Divisional Director or designate. 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.
- k. 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.
- I. 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 Education and Research and Education and Scholarship job families, leave will normally be taken during University vacations.
- m. 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.
- n. 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 its 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 B 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. 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 necessary make any longer-term arrangements). The University's policies on compassionate and emergency leave can be found on the HR leave web pages https://www.exeter.ac.uk/staff/employme nt/leave/.
- b. Staff called for jury service should follow the procedure on the HR pages web https://www.exeter.ac.uk/staff/employme nt/leave/publicduty/#a0. Durina 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 Human Resources 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 as a Reservist of the Armed Forces or a Cadet Forces Adult Volunteer may claim two weeks (pro rata) paid leave¹. Any additional period should be taken from annual leave or be taken as unpaid 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 Education and Research job family may apply for Study Leave or Leave of Absence in accordance with procedures detailed in Section 13.
- 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/partner pay and leave
 - adoption pay and leave
 - shared parental pay and leave
 - parental leave
 - are available from the Human Resources website (follow the link for 'Parents and Carers').

10. Sickness Absence

a. <u>Notification requirements</u> Staff are required to:

- notify their manager/supervisor 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

¹ From 1 January 2024

(including weekends) and forward it promptly to their manager/supervisor.

 notify their manager/supervisor 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 in (ii) above.

Note: detailed procedures for reporting absence are set out on the HR Absence webpages at

https://www.exeter.ac.uk/staff/employme nt/leave/personal/sickness/

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. <u>Recording</u>

Managers/supervisors and sickness coordinators are responsible for recording the start date of sickness absence in iTrent, and on returning to work staff members will complete an electronic self-certification form.

Where staff members do not have access to emails or iTrent they are required to follow the process highlighted on the sickness web pages. <u>https://www.exeter.ac.uk/staff/e</u> <u>mployment/conditions/terms/sickness/#a</u>

c. <u>Reference to Occupational Health Service</u>

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 Pro Vice Chancellor/Divisional Director or delegate may, in consultation with Human Resources, instruct the employee to remain at home pending confirmation from the Occupational Health Adviser of their fitness to attend work.

- <u>Claims against third party</u> Any payment of sickness allowance is subject to a refund to the University in the event of successful claims against a third party.
- e. <u>University Sick Pay</u>

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

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

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.

Allowances are proportionate for part-time and term-time staff and staff whose hours have varied in the 12 month period prior to the first day of absence.

Note: Length of service includes periods of family friendly leave and unpaid leave, unless specifically stated.

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. <u>Attendance at Work</u>

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. <u>Pregnancy-related illness</u>

An employee who is absent from work for a pregnancy-related illness with a pregnancyrelated 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. <u>Code of Practice</u>

Sickness absence will be managed by the University in accordance with the managing absence code of practice (https://www.exeter.ac.uk/staff/employm ent/leave/personal/sickness/managing/) discussed with recognised trade unions.

11. Pension

a. Subject to the rules of the Universities Superannuation Scheme (USS), new appointments in the academic job families are eligible to join USS. The employee's contribution rate and the contribution made by the University are determined by USS in accordance with the rules of the Scheme. Any change to the employee's contribution rate agreed by USS will be notified to employees by the University.

- b. Subject to the rules of the Universities Superannuation Scheme (USS), new appointments in the Professional Services Staff job family, grades E and above are eligible to join USS. The employee's contribution rate and the contribution made by the University are determined by USS in accordance with the rules of the Scheme. Any change to the employee's contribution rate agreed by USS will be notified to employees by the University.
- c. New appointments in the Professional Services Staff job family, Grades B to D are eligible to join the University of Exeter Retirement Savings Scheme (ERSS), subject to the terms and conditions and/or policy governing the scheme from time to time in force, which may be amended by the University and the relevant scheme provider from time to time. Further details of the ERSS (including the contribution rates) will be provided to you under separate heading.
- 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 Professional Services 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 ERSS. Transfer of benefits between ERSS 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. More information on PDR can be found on the People Development web pages https://www.exeter.ac.uk/staff/employmen t/hrpoliciesatoz/pdr/

13.Study Leave

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. Please see the Study Leave web pages for further information.

14. Disciplinary, Dismissal and Grievance Procedures

Staff are subject to the disciplinary, grievance, dismissal and associated procedures detailed in the Statutes and Ordinances of the University which may be amended from timeto-time by the Council of the University.

Disciplinary

https://www.exeter.ac.uk/v8media/universi tyofexeter/humanresources/documents/gri evancedisciplinaryandotherdismissalproced ures/Disciplinary_procedure_-

_July_24_updated.pdf

https://www.exeter.ac.uk/v8media/universi tyofexeter/humanresources/documents/gri evancedisciplinaryandotherdismissalproced ures/DISCIPLINARY_PROCEDURE_GUIDAN CE_NOTES_FINAL_Dec_22.pdf

Grievance

https://www.exeter.ac.uk/v8media/universi tyofexeter/humanresources/documents/gri evancedisciplinaryandotherdismissalproced ures/Grievance_Procedure_2019_-

_Dec_22.pdf

https://www.exeter.ac.uk/v8media/universi tyofexeter/humanresources/documents/gri evancedisciplinaryandotherdismissalproced ures/Grievance_Procedure_Manager_Guida nce_Dec_22.pdf

Capability/Performance

https://www.exeter.ac.uk/v8media/universi tyofexeter/humanresources/documents/gri evancedisciplinaryandotherdismissalproced ures/Capability_performance_procedure_-_Dec_22.pdf

https://www.exeter.ac.uk/v8media/universi tyofexeter/humanresources/documents/gri evancedisciplinaryandotherdismissalproced ures/capability_performance_procedure_gu idance_Dec_22.pdf

Ill Health/Incapacity

https://www.exeter.ac.uk/v8media/universi tyofexeter/humanresources/documents/con ditionsofemployment/ill_health_incapacity_ procedure-July 24.pdf

Procedure for the non-renewal of a fixed term contract

https://www.exeter.ac.uk/v8media/universi tyofexeter/humanresources/documents/gri evancedisciplinaryandotherdismissalproced ures/FTC_PROCEDURE_July_24.pdf Redundancy

https://www.exeter.ac.uk/v8media/universi

tyofexeter/humanresources/documents/gri evancedisciplinaryandotherdismissalproced ures/REDUNDANCY_PROCEDURE_July_24. pdf

https://www.exeter.ac.uk/media/university ofexeter/humanresources/documents/restr uctureandredundancyframework/Restructu re_and_Redundancy_Framework_Dec_22.p df

Procedure for dismissal on other grounds https://www.exeter.ac.uk/v8media/universi tyofexeter/humanresources/documents/gri evancedisciplinaryandotherdismissalproced ures/procedure_for_dismissal_on_other_gr ounds_-_July_24.pdf

15. Intellectual Property

Staff are bound by the Intellectual Property Policy of the University, which may be amended from time by the Council of the University. The Intellectual Property Policy is available on the University website (https://www.exeterinnovation.com/about/i p-policy/).

Further information on this policy and the application of intellectual property rights (IPR) can be obtained from Exeter Innovation.

16.Equality and Diversity

Members of staff are required to comply with the University's policies and procedures on equality, dignity and respect policy. For further information, please visit the Equality, Diversity and Inclusion pages <u>https://www.exeter.ac.uk/departments/inclu</u> <u>sion/</u>

17. Health and Safety

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

18. Expenses

Expenses will be reimbursed by the University in accordance with published regulations (https://www.exeter.ac.uk/departments/fina nce/aboutus/policies/expenses/).

19.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 - PROFESSIONAL SERVICES STAFF

Additional Allowances (paragraph 6 of the core conditions refers)

The University may pay the following additional allowances 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 Human Resources 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 B to E only.
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 B to C only.
night work allowance	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 B to E only.
standby/call-out allowance	These arrangements are set out in separate documents.
first aid allowance (all new allowances ceased from 01/10/2021)	Applicable to staff who were newly qualified or requalified prior to 01/10/2021). The allowance will continue to be paid to these staff until the expiration date of their certificate (3-year cycle) or if they stand down. First Aiders appointed after 01/10/2021 will not receive this allowance. It is a requirement that Estate Patrol Officers and Assistant/Duty Managers at the Sports Park (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.
Aerial Arboriculture	Applicable to qualified and active 'tree surgeons' and qualified and active 'tree
allowance	ground workers' in Estate Services.

tool and goods carriage	Applicable to operational staff in Estate Services who are required to use their
allowance	own vehicles in accordance with the 2000 collective agreement between the
	University and recognised trade unions.
	Applicable in circumstances detailed in the University policy on acting-up
	payments (available from the Human Resources website - follow the link for
	'Salary information'.).

APPENDIX B - RESEARCH JOB FAMILY

Concordat on Careers for Research Staff

The University is committed to the principles of the Concordat (available from <u>https://www.exeter.ac.uk/staff/exeteracademic/yourdevelopment/researchdevelopment/rese</u>

APPENDIX C - EDUCATION AND RESEARCH JOB FAMILY

EXTERNAL WORK

- a. Subject to sub-sections (b) and (c) below, the University expects Professors and staff in the Education and Research job family to devote their exclusive service to the University.
- b. Members of staff are required to disclose other employment to their Head of Department. 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.
- c. Regulations regarding consultancy work are set out below.

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 Education 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 Education 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 types of consultancy recognised by the University:
 - 'University Consultancy', ie undertaken as part of or supporting the work of the Faculty, drawing on the University's reputation, or utilising its Intellectual Property (IP) or facilities; and
 - Private Consultancy', ie work undertaken that does not draw on the University's reputation or utilise its IP or facilities.

All consultancy activity must be fully disclosed to the Faculty.

- 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. <u>University Consultancy</u>
 - 5.1 Unless otherwise expressly agreed under the Private Consultancy section below, all consultancy must be managed through the Consultancy team in Exeter Innovation in accordance with procedures approved by the University (weblink to follow).
 - 5.2 Taking account of guidance issued by the University (weblink to follow), staff in the Education 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 University consultancy.

6. Private Consultancy

- 6.1 The University permits Professors and other staff in the Education and Research job family to engage in private consultancy for up to 10 days per annum (pro-rata for part-time staff). Members of staff are required to disclose private consultancy to their Head of Department in accordance with procedures specified by the University. The Head of Department will take account of guidance by the University (weblink to follow) in determining whether to permit such private consultancy.
- 6.2 Following consultation with the Director of Human Resources, exceptionally a Pro Vice Chancellor may agree that a member of staff has permission to undertake more than the 10 days of outside work referred to in paragraph 6.1 above. Any such agreement should be recorded in writing.
- 6.3 Staff undertaking private consultancy must make their own arrangements for managing the work including, insurance, invoicing, payment of any tax etc and cannot use the facilities, equipment or name of the University when carrying out this activity.

APPENDIX D

POLICY ON ATTRACTION AND RETENTION PREMIA

The following revised Policy on Attraction and Retention Premia was approved by the Vice-Chancellor's Executive Group in December 2017 and by the Joint Committee for Consultation and Negotiation in February 2018.

- 1. The University of Exeter is committed to the principle of equal pay for work of equal value However there are occasions when the grading determined for a role results in an inability to successfully recruit to or retain staff in particular roles. In such cases 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.
- 2. Attraction and retention premia may be one-off or time-limited payments (on appointment or following a fixed period provided the employee remains in employment and not under notice) or 'market supplements' or 'personal value supplements' to salary (paid in monthly instalments with salary), as defined below.
- 3. 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 to comply with equal pay standards.

Market Supplement

- 4. A market supplement may be paid where:
 - there is a clear business need, assessed against the strategic priorities of the University; and
 - there is appropriate evidence that market pay rates for a specific role irrespective of the role holder 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.
- 5. Where a market supplement is approved, it will apply equally to current and new appointments in the defined 'ring-fence' of similar roles (defined by, for example, specialist discipline and level/grade).

Personal Value Supplement

- 6. A personal value supplement may be paid where it is appropriate to make an additional payment as a supplement to the salary of a specific <u>individual</u>, rather than a role. A Personal Value Supplement will only be approved where all of the following apply:
 - an identified individual has specific skills, experience etc which are essential to the strategic priorities of the University;
 - there would be a significant, measurable negative impact on the University's operations and ambitions if the identified individual was not recruited or retained;
 - there is appropriate evidence that the essential specific skills, experience etc could not be recruited if the identified individual was not recruited or retained;
 - there is appropriate evidence that it is necessary to make a payment above the top of the grade (for example, the identified individual is already paid a higher rate in their current role,

if they are being recruited into the University or a current employee has been offered a similar appointment at a higher rate by a competitor organisation);

 all other approaches towards recruitment and retention – including paying a salary at the top end of the grade, and one-off "joining bonus" at recruitment and "retention bonus" payments - have been considered.

Decisions

- 7. Attraction and retention premia must be approved by the Director of Human Resources following consideration of a business case from the Pro-Vice Chancellor/Divisional Director. The equality impact of the attraction and retention premia must be fully considered and recorded in the business case.
- 8. Human Resources will maintain a record of the rationale for each attraction and retention premium and will write to an employee awarded an attraction and retention premium advising them of the additional payment and referring to this policy.
- 9. Attraction and retention premia will be subject to:
 - statutory deductions;
 - periodic review and withdrawal or reduction if the circumstances which led to the approval of the market supplement or personal value supplement change.
- 10. Market supplements and personal value supplements will be pensionable and (except where they are being reduced or withdrawn) adjusted in line with general increases to the national payspine.
- 11. One-off and time-limited payments will not be pensionable and will not be adjusted in line with general increases to the national payspine.

Review and withdrawal

- 12. Attraction and retention premia which are paid as market supplements or personal value supplements will be reviewed by the Director of Human Resources at periodic intervals to ensure that there is a continued justification and that the level of premium is appropriate. A review may take place earlier if there is evidence that the circumstances which led to the approval of the supplement have changed significantly. The review may conclude that the supplement should be maintained, increased, reduced or withdrawn.
- 13. In the case of a personal value supplement, the University's need for the essential specific skills, experience etc which are held by the identified employee may no longer apply for example because of a change in the University's strategy or operations or a restructuring of part of the University which results in the employee being assigned to a different role or with different duties.
- 14. If an employee in receipt of a personal value supplement receives a formal warning under the Disciplinary or Capability/Performance Procedure, consideration will be given to withdrawing the personal value supplement.

- 15. In the event that a market supplement or personal value supplement is reduced or withdrawn, the employee will be given 12 months' notification in writing before the change takes effect².
- 16. Unless a continued and revised premium is justified and approved under this policy, when an employee in receipt of a market supplement or personal value supplement is promoted or regraded, the value of the supplement above the new salary will be phased out in accordance with paragraph 15 above.
- 17. If, following a restructuring, an employee in receipt of a market supplement or personal value supplement is redeployed into a position at a lower grade, the following protections will apply separately:
 - withdrawal of personal value supplement as set out in paragraph 15 above;
 - pay protection on substantive grade for a period of one year as set out in the Policy on Pay Protection³.

² For Market Supplements agreed prior to October 2017, where the supplement is to be withdrawn or reduced, the employee will be given three months notification in writing before any change takes effect and the market supplement will be reduced by one third of its original value each year.

³ <u>http://www.exeter.ac.uk/staff/employment/hrpoliciesatoz/payprotection/</u>