

Confidential

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25 May 2006

Dear

Implementation of the Framework Agreement at the University of Exeter

Thank you for your comments on the draft text circulated to trade union representatives last week. Clearly I would be happy to talk to you further on any of these issues. Our responses to the points which you have raised are detailed below and *italicised* for ease of reference.

Assimilation

Neil has pointed out that the reference to Appendix F of the National Framework Agreement is potentially misleading as this paragraph is only intended to refer to assimilation onto the new spine, and not 'red-circling'. The following revised text is proposed.

Staff will be assimilated onto the new pay spine at a point which is equal to or immediately above their salary after all increments that are due to be paid under the existing pay and grade arrangements during the period 1 August 2006 to 31 July 2007 have been applied.

Appeals

(8) Revised text:

Appeals for support staff will be heard by a joint management-union panel in accordance with the agreed procedure in Appendix 7. The appellant may be represented by a trade union representative or work colleague.

Salary Protection

(11) Revised text:

Where, within the two year period, the employee is redeployed then the new level of remuneration will take effect when the employee commences their new appointment. If the job is regarded then the new level of remuneration will take effect on the first day of the month following receipt of the submission in Personnel & Staff Development.

(13) Revised text:

Staff who are assimilated to a grade that has a normal progression ceiling below that of the normal progression range of their current grade will progress through the contribution points of their new grade as if they were normal progression points until such time as they have reached the point on the Framework Agreement pay spine which is equivalent to the top normal increment point of their existing scale, subject to that point not being beyond the top of the new grade (including contribution points).

(Table 2 illustrates this arrangement.)

Grading Scheme

(15) New footnote to be added:

Points 25 and 48 have been increased to ensure compliance with the Memorandum of Understanding

Starting Salaries

(18) Revised text:

Where existing staff are regraded or promoted to a higher grade, they will be paid on the first point of the grade *or* one point higher than their current point on the payspine, *whichever is the higher point*.

Progression within the grade

(21) Revised text:

For *staff* on the Professional Development Programme, progression in grade F will be in accordance with the Professional Development Programme.

Future Regrading...

(28) Revised text:

Regrading submissions will be considered by Personnel & Staff Development by applying the HERA criteria. If the School/Service or the employee is not satisfied with the outcome, they may appeal to a joint management-trade union panel in accordance with procedures *agreed with trade unions and* notified by the University.

(29A) Revised text:

The University will report to trade unions on an *termly* basis the outcomes of grading applications.

Overtime and Flexible Working

(37) delete *'time off in lieu'*

Probation

(46) delete *'all'*.

Terms and Conditions of Employment

(57) delete *'will'*.

Decision making and Monitoring

Revised heading: Monitoring

(61) Revised text:

Decisions on grading and remuneration will be monitored by the University in accordance with its equality standards.

Add new paragraph to Appendix 1, Definitions:

University: references to the University include any committees or officers who have been delegated authority to make decisions on grading and remuneration.

Appendix 3

(4) insert (*grade H*) after 'Associate Professor' in first sentence.

(7) Delete duplicate sentence '*The appeal must be made in writing no later 30 September 2006, detailing the grounds of appeal.*'

(9) Replace 'Teaching and Scholarship job family' with *Research job family*.

(11) We will respond directly to Bernard on his concerns about this paragraph.

Appendix 4

(11) delete duplicate '*grade E*'.

Appendix 5

(1) Revised text for first bullet:

they have been at *or above* the top normal progression point of their grade for at least 6 months;

Appendix 6

Bernard suggested a number of amendments to this appendix. The use of the word 'exceptionally' in paragraph 1 was debated in one of our bilateral meetings with the AUT and we believe that it was agreed that it should remain in the document: this is still very much our preference. We suggest the following amendments which reflect the spirit of Bernard's concerns.

(1) Revised text

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.

(4) Revised text

Attraction and retention premia must be approved by the *Head of School/Service*, the Director of Personnel & Staff Development and the line manager Deputy Vice Chancellor (for staff in Schools) or the Registrar & Secretary (for staff in Professional Services).

(8) Revised text

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) Revised text

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.*

Finally, trade union representatives made a number of other points and our responses to these are detailed below.

With reference to Appendix 7, Margaret sought an assurance that the participation of trade union representatives in joint scoring panels for benchmarking would not bar them from advising and supporting any members who choose to appeal against their new grade. We are happy to give this assurance but clearly once you have taken on the role as an advisor to appellants, they cannot then serve on the joint panel considering appeals.

Neil had suggested that a cross-reference between paragraphs 32A and 42 is necessary but these paragraphs are distinct. Paragraph 32A refers to additional leave in 2006 whereas paragraph 42 refers to leave from 2007 onwards. We do not consider that any further amendment is necessary to these paragraphs.

Neil also raised a query about paragraph 50 but it is difficult to comment on the specific wording of this section until the position of the USS on staff in grade E has been clarified. Clearly we hope that this remaining issue will be resolved shortly. This paragraph is intended

only to clarify and confirm the rules of the appropriate pension scheme in these circumstances.

Bernard proposed inserting the job title 'Reader' in Appendix 4, against paragraph 14, but we believe this is unnecessary as this title is being phased out. (Current Readers will, however, be given the option of retaining the title but the title will not be used for future appointments or promotions.)

The final version of the generic role descriptions for the academic job families and the criteria for promotion and progression (which include career paths for the Research and Teaching and Scholarship job families) – which were developed by a working group including Bernard, as a representative of the EAUT – will be sent to the AUT shortly. This will be formally considered by the Academic Promotions Committee next month.

Bernard has also sought an assurance that any individual remuneration arrangements which have previously been agreed with employees (for example, in connection with their early retirement) will not be affected by this agreement. While we are happy to give this assurance, we do not consider it appropriate to make such a statement, which affect only a handful of staff, in this document. Rather than removing uncertainty, we believe that such a clause would actually give rise to more uncertainty about its application and interpretation.

A revised copy of the agreement (together with the new Table 2) is attached. Please note that while this document retains the original numbering, the final document will be renumbered. As this document now represents the University's formal proposals under the Framework Agreement we hope that you will soon be in a position to confirm your union's acceptance.

Yours sincerely

Stephen Cooper
Director of Personnel & Staff Development