

AGREEMENT FOR THE IMPLEMENTATION OF THE FRAMEWORK AGREEMENT AT THE UNIVERSITY OF EXETER

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Parties to the Agreement

1 This is an agreement between the University of Exeter, the Association of University Teachers, Amicus, the Transport & General Workers Union and Unison regarding the implementation of the Framework Agreement and the Memorandum of Understanding at the University of Exeter.

Date of Effect

2 This agreement will take effect from 1 August 2006.

Scope

3 This agreement applies to all staff employed by the University of Exeter on or after 1 August 2006 except individuals:

- employed as Professors or equivalent;
- employed on NHS clinical grades;
- engaged on a casual/claims basis<sup>1</sup>.

Assimilation

4 All existing staff will be assimilated to a point on the Framework Agreement pay spine on 1 August 2006 in accordance with Appendix F Framework Agreement, after the application on 1 August 2006 of increments due in the period 1 August 2006 to 31 July 2007 on the existing grade.

5 The procedures for the migration of staff in the academic job families to the new grades is detailed in Appendix 3.

Appeals

6 Where a member of support staff is not satisfied with the grade they have been placed in as a consequence of the implementation of the Framework Agreement, there will be a right of appeal. The appeal must be made in writing no later 30 calendar days following receipt of the notification by the University of the new grade and salary, detailing the grounds of appeal.

7 The University may review grades prior to a formal appeal hearing (ie meet the individual to ascertain their grounds of appeal and discuss the likelihood of success). This may result in some roles being re-evaluated upwards without the need for a formal appeal hearing or the appellant withdrawing their appeal. The appellant may be accompanied by a trade union representative or work colleague at any informal meetings.

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

9 The appeal arrangements applicable to staff in the academic job families are detailed in Appendix 3 (migration of staff in the academic job families to new academic grades).

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<sup>1</sup> Individuals engaged on a casual or claims basis are paid through the casual and claims payrolls. To meet the requirements of employment law and to safeguard the University's position as an employer, the University expects most individuals engaged to work by the University to be employed in accordance with standard employment arrangements. The fees and claims payrolls should only be used for engagements which are ad hoc or of very short duration.

## Salary Protection

- 10 The following protection arrangements will apply to staff who are assimilated to a point which is higher than the top contribution point of the new grade of their post (replacing any previous salary protection arrangements which applied):
- Any individual whose pay is above the top of the grade to which they have been assigned will, for two years after assimilation, continue to receive nationally-negotiated general increases.
  - During that two-year period they will be offered support (as detailed in Appendix 8) to either grow their job (to enable it to be re-graded) or to be redeployed into a post of a higher grade.
  - If, after two years, the employee is still employed above the top of their assigned grade then their salary will be frozen until such time as general increases have brought the top of the grade up to the level of their pay.
- 11 Where the employee is redeployed or the job is regraded within the two year period, the new level of remuneration will take effect immediately.
- 12 The pay protection arrangements which have applied to certain staff in Hospitality Services since 1991 will cease on 31 July 2006. Those staff still in receipt of these payments on 31 July 2006 will be compensated by a single-lump sum payment (in August 2006) equivalent to double the gross protection payments received in the period 1 August 2005 to 31 July 2006.
- 13 Staff who are assimilated to a grade that has a top point (including contribution points) below the top normal progression point of their existing grade – for example, current ALC4 staff moving into new grade G or current clerical 3 staff moving into new grade C - will continue to receive increments annually until they reach the lower of:
- the top point of their new grade or
  - the point on the Framework Agreement payspine which is equivalent to the top normal increment point of their existing scale.

## Grading Scheme

- 14 Staff will be paid on one of the grades attached as Appendix 2 to this agreement.
- 15 The points 1 to 51 refer to the Framework Agreement payspine, as modified at points 25 and 48, with points added above the top of the Framework Agreement payspine. Points 25, 48 and 52-54 will be adjusted in line with general increases to the payspine.
- 16 The grade for each role will be determined by application of the HERA job evaluation scheme.

## Starting Salaries

- 17 It is expected that new appointments will generally be made at the starting point of the grade. Exceptionally, to reflect prior experience and competence, new appointments may be made to a higher point, consistent with equal pay standards.
- 18 Where existing staff are regraded or promoted to a higher grade, they will be paid on the first point of the grade, subject to this being at least one point higher than their current point on the payspine.

## Progression within the Grade

- 19 Each grade will comprise normal progression points and one or more contribution points.
- 20 Subject to satisfactory performance, staff will progress to the top normal progression point of their grade by annual increments payable on 1 August each year (commencing from 1 August 2007), subject to a minimum of six months service in the grade.

- 21 For Lecturers on the Professional Development Programme, progression in grade F will be in accordance with the Professional Development Programme.

#### Contribution Points

- 22 On an annual basis, the University will consider staff who are on or above the top normal increment point of the grade for the post for progression to contribution points in accordance with the principles in Appendix 5.

#### Progression between Grades

- 23 The arrangements for progression between grades for staff and for movement between job families in the
- Teaching and Research job family
  - Research job family
  - Teaching and Scholarship job family
- are detailed in Appendix 4.
- 24 Except where the grade of the role is defined at grade E (which will be notified at appointment), support staff will be able to progress to grade F, subject to:
- (a) confirmation that duties at grade F level are available; and
  - (b) satisfactory performance; and
  - (c) a satisfactory assessment of the roleholder's potential to undertake duties at grade F level.
- 25 The University will undertake such a review after three years in the post and thereafter every two years to determine whether the roleholder should progress to grade F. Where, following such a review, the University concludes that the grade should remain at grade E, there will be a right of appeal.
- 26 Support staff not covered by paragraphs 24 and 25 may progress to a higher grade by competitive promotion to a vacant position or through the regrading procedures for support staff detailed below.

#### Future Regrading of support staff not covered by paragraphs 24 and 25

- 27 Heads of Schools and Service may submit proposals for regrading of support staff. Support staff may make a personal submission where this is not supported by their Head of School/Service. 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.
- 28 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 notified by the University.
- 29 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 & Staff Development.
- 29A The University will report to trade unions on an **annual** basis the outcomes of grading applications.

**\*\* Is this often enough? I think this should be a standing item at every staff liaison meeting**

#### Working Hours

- 30 Working hours for staff with defined working hours will be harmonised at 36.5 per week for full-time staff, from 1 August 2006.
- 31 Salaries for part-time staff, and hourly rates for overtime, will be calculated on the basis of a working week of 36.5 hours and a working year of 52 weeks.

- 32 Current contractual references to paid breaks will be deleted from 1 August 2006.
- 32A The University will make the following payments to staff who are employed on 1 August 2006 in recognition of the recommendation in the Framework Agreement to harmonise the length of the standard working week for all staff with a defined working week by 1 August 2005:
- staff employed for 37 hours per week: £50 per FTE;
  - staff currently employed for 37.5 hours per week: £100 per FTE;
  - staff currently employed for 38 hours per week: £150 per FTE;
- and
- two additional days of annual leave in 2006, up to a maximum of 39 days. (Where two days of additional annual leave would increase the annual leave entitlement in 2006 beyond 39 days, there will be one additional day in 2006 plus a further lump sum payment of £50, pro-rata.)

(Payments and additional leave for part-time staff and staff who joined the University after 1 August 2005 will be pro-rata.)

### Overtime and Flexible Working

- 33 To meet operational requirements in certain services, where appropriate, and following consultation with representatives of staff in that area, the University will apply flexible working arrangements so that the average working week does not exceed 36.5 hours per week.
- 34 The University will review the working arrangements and remuneration of staff who are required to work more than an average of 36.5 hours per week.
- 35 Staff in grades A to D will be compensated for overtime work, which is approved in advance by the appropriate manager, by the equivalent period of time-off-in-lieu or, where time-off-in-lieu cannot be granted, by payment at time-and-a-half rate.
- 36 A joint management-trade union working group will be established at the commencement of the 2006/7 University year to review flexible working arrangements with a view towards extending flexible working.
- 37 There is no entitlement to overtime pay or **time-off-in-lieu** 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 (for example animal feeding) There is no entitlement to overtime pay for staff in grades F and above.

**\*\*We understood that this should also include TOIL for all grades if a closure day was worked**

### Additional Allowances

- 38 The current shift allowance paid to certain manual staff in Hospitality Services and the flexibility allowance paid to certain staff in the Sports Office will be replaced by a single allowance of 11% of point 3 on the Framework Agreement pay spine.
- 39 The University will review all standby and call-out working arrangements and payments with a view to introducing revised arrangements, where necessary, as soon as possible and in any event no later than 1 August 2007. Until this review is completed, the current arrangements and rates of compensation for standby and call-out in Buildings & Estate Services and IT Services will continue to apply.
- 40 The University will continue to pay additional allowances for academic office holders, first aiders and harassment advisers. These allowances will be reviewed annually by the University. All other existing allowances will cease on 31 July 2006 unless otherwise agreed by the University.

## Annual Leave

- 41 From 1 January 2007, the annual leave entitlement for all staff in the academic job families and for support staff in grades E to H will be 41 days.
- 42 For staff in grades A to D, there will be a phased harmonisation of annual leave entitlement, as follows until each employee has an entitlement of 39 days:
- 2007: one additional day for existing staff (or the number of additional days required to raise the leave entitlement to 37 days)
  - 2008: one additional day for existing staff
  - 2009: one additional day for existing staff
- (For illustrative purposes, this is shown in tabular form in table 1, attached.)
- 43 The 39/41 days includes bank/public holidays and Closure Days designated by the University. The entitlement for part-time staff will be pro-rata. The remuneration for term-time staff will include their entitlement to pro-rata leave.

## Sick pay

- 44 The following sick pay scheme will apply to all staff groups:

<u>Length of Service</u>	<u>Full pay allowance</u>	<u>Half pay allowance</u>
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

- 45 Current staff employed on 31 July 2006 on academic-related grades and current staff employed on 31 July 2006 as Lecturers, Senior Lecturers and Readers will be protected on the current arrangements provided they have 5 or more years of continuous service as at 30 September 2006.

## Probation

- 46 All new appointments will be subject to a period of probation of 12 months, except where the five year Professional Development Programme applies.

## Pensions

- 47 Staff in grades A to E will be eligible to join the University of Exeter Retirement Benefits Scheme (ERBS). Subject to meeting the eligibility criteria, new appointments will automatically become members unless they elect to opt-out in accordance with the rules of the scheme.
- 48 Subject to meeting the eligibility criteria, staff in grades F and above will be eligible to join the Universities Superannuation Scheme (USS).
- 49 Subject to the agreement of the Trustees, where existing members of ERBS are assimilated to a grade in the range F to H on 1 August 2006, they will be given a single, time-limited opportunity to decide whether to transfer to USS or remain a member of ERBS. If they decide to transfer their accrued benefits from ERBS to USS, the transfer value determined by the USS will apply.
- 50 Subject to the agreement of the Trustees, where existing members of USS are assimilated to a grade in the range A to D on 1 August 2006, they will be given a single, time-limited opportunity to decide whether to transfer to ERBS or remain a member of USS. If they decide to transfer their accrued benefits from USS to ERBS, the transfer value determined by the ERBS will apply.
- 51 In every other occasion after 1 August 2006, where a member of ERBS is promoted or regraded to grade F or above, they will automatically become a member of USS and cease to be a member of ERBS and they may elect whether to transfer their accrued benefits.

### Attraction and retention premia

- 52 The University will apply the principles in Appendix 6 in considering and applying attraction and retention premia.

### Age Retirement

- 53 The University will jointly review the current contractual provisions on age retirement with trade unions to take account of the age discrimination regulations with a view to introducing new arrangements on 1 October 2006.

### Job Titles

- 54 Following consultation with trade union representatives, the University will issue guidance to Heads of Schools and Services on the use of appropriate job titles for support staff in each grade.

### Terms and Conditions of Employment

- 55 The terms and conditions applicable to support staff will be revised to take account of this agreement and will apply from 1 August 2006.
- 56 The terms and conditions applicable to staff in the academic job families will be revised to take account of this agreement and will apply from 1 August 2006.
- 57 Other existing terms and conditions of employment will remain unchanged. Any future changes will be agreed through the Joint Negotiating Committees.

### Trade Union Recognition

- 58 The University recognises the Association of University Teachers (and its successor) for the negotiation of terms and conditions – through the Joint Negotiating Committee (Academic) - and individual representation (in respect of the disciplinary and grievance procedures) for staff in the academic job families.
- 59 The University recognises the Association of University Teachers (and its successor), Amicus, Unison and the Transport and General Workers' Union for the negotiation of terms and conditions – through the Joint Negotiating Committee (Support Staff) - and individual representation (in respect of the disciplinary and grievance procedures) for support staff.
- 60 (Reserved.)

### Decision-making and Monitoring

- 61 The University may delegate to the appropriate committees or officers the authority to make decisions on grading and remuneration. Such decisions will be monitored by the University in accordance with its equality standards.

### List of Appendixes

- 1 Definitions
- 2 New Grading Scheme applicable from 1 August 2006
- 3 Migration of current staff in the academic job families to new scales
- 4 Academic job families
- 5 Principles for contribution points
- 6 Attraction and Retention Premia
- 7 Appeal Procedure
- 8 Support to Protected Staff

### List of Tables

- 1 Harmonisation of Annual Leave for staff in grades A to D

## APPENDIX 1

### DEFINITIONS

For the purposes of this Agreement

**Framework Agreement** means the Framework Agreement for The Modernisation Of Pay Structures published by the Joint Negotiating Committee for Higher Education Staff in July 2003.

**Memorandum of Understanding** means the Memorandum of Understanding between the Association of University Teachers and the Universities and Colleges Employers Association dated 16 March 2004.

**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.

**Support staff** means staff employed in the pre-implementation grades for academic-related, clerical, technical, manual, computer operators, Hospitality Services Management and Buildings & Estate Services craft staff. Post-implementation, support staff means staff not employed in one of the academic job families.

## APPENDIX 2

### NEW GRADING SCHEME APPLICABLE FROM 1 AUGUST 2006

Grade A	will comprise points	1 to 2	with point 3 as a contribution point
Grade B	will comprise points	3 to 4	with point 5 as a contribution point
Grade C	will comprise points	6 to 11	with points 12 to 15 as contribution points
Grade D	will comprise points	14 to 19	with points 20 to 22 as contribution points
Grade E	will comprise points	23 to 27	with points 28 to 31 as contribution points
Grade F	will comprise points	32 to 36	with points 37 to 39 as contribution points
Grade G	will comprise points	39 to 44	with points 45 to 49 as contribution points
Grade H	will comprise points	47 to 50	with points 51 to 54 as contribution points

New Point	FA Spine (Aug05)	Proposed Grade Structure
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54	52106	
53	50588	
52	49115	
51	47685	
50	46296	H
49	44947	
48	43850*	
47	42367	
46	41133	
45	39935	
44	38772	G
43	37643	
42	36546	
41	35482	
40	34448	
39	33445	
38	32471	
37	31544	
36	30607	F
35	29715	
34	28850	
33	28009	
32	27194	
31	26401	
30	25633	
29	24886	
28	24161	
27	23457	E
26	22774	
25	22289*	
24	21467	
23	20842	
22	20235	
21	19645	
20	19073	
19	18537	D
18	17978	
17	17454	
16	16946	
15	16452	
14	15973	
13	15508	
12	15056	
11	14618	C
10	14192	
9	13778	
8	13387	
7	13009	
6	12692	
5	12335	
4	11989	B
3	11703	
2	11377	A
1	11060	

\* locally amended points

## APPENDIX 3

### MIGRATION OF STAFF IN THE ACADEMIC JOB FAMILIES TO NEW GRADES

#### Teaching and Research Job Family

1. Subject to paragraph 2 below, current Lecturers who are on the Professional Development Programme will be migrated into grade F on the Teaching and Research job family.
2. Where current Lecturers who are on the Professional Development Programme have an entitlement to progression under the Professional Development Programme beyond the top of grade F, they will progress into grade G but retain their title of Lecturer. They will be re-designated to Senior Lecturer when they have completed the PDP.
3. Current Lecturers who have satisfactorily completed their period of probation as a Lecturer at the University of Exeter will be migrated into grade G on the Teaching and Research job family and be re-designated Senior Lecturer.
4. Current Readers and Senior Lecturers will be reviewed against the role profiles and promotion criteria for Associate Professor during the summer term 2006 (as far as practically possible) as follows:
  - Staff who wish to be considered for promotion to the grade of Associate Professor will be invited to provide written evidence as notified by the University.
  - Staff who elect not to submit written evidence will be migrated into grade G on the Teaching and Research job family.
  - The written evidence will be considered by a panel comprising the Deputy Vice Chancellor (Resources), the line manager Deputy Vice Chancellor, the Head of School and the Director of Personnel & Staff Development.
  - Where the panel is satisfied that there is prima facie evidence that the member of staff meets the promotion criteria for Associate Professor, the employee will be migrated into grade H on the Teaching and Research job family.
  - Where the University is not satisfied that there is prima facie evidence that the member of staff meets the promotion criteria for Associate Professor, the employee may appeal to the Academic Promotion Committee. The appeal must be made in writing no later than 30 calendar days following receipt of the notification by the University of the new grade and salary, detailing the grounds of appeal. The appellant may be represented by a trade union representative.
5. Current Readers who are promoted to the grade of Associate Professor will be given the option of retaining their current title.

#### Teaching and Scholarship Job Family

6. Current Teaching Fellows will be reviewed against the role profiles and promotion criteria for the Teaching and Scholarship job family during the summer term 2006 and staff will be allocated to the grade of
  - Associate Teaching Fellow (grade E)
  - Teaching Fellow (grade F)
  - Senior Teaching Fellow (grade G)as appropriate.
7. Where a Teaching Fellow is not satisfied with the grade they have been placed in as a consequence of the above review, there will be a right of appeal. The appeal must be made in writing no later than 30 September 2006, detailing the grounds of appeal. The appeal must be made in writing no later than 30 calendar days following receipt of the notification by the University of the new grade and salary, detailing the grounds of appeal. The appellant may be represented by a trade union representative.

### Research Job Family

8. Current Research Assistants (current Research 1B grade) will migrate to the new Associate Research Fellow grade (grade E) in the Research job family.
9. Current Research Fellows on the current Research 1A grade and the current Research II grade and current Senior Research Fellows (Research Grade III) will be reviewed against the role profiles and promotion criteria for the Teaching and Scholarship job family during the summer term 2006 and staff will be allocated to the grade of
  - Associate Research Fellow (grade E)
  - Research Fellow (grade F)
  - Senior Research Fellow (grade G)as appropriate.
10. Where a Research Fellow is not satisfied with the grade they have been placed in as a consequence of the above review, there will be a right of appeal. The appeal must be made in writing no later than 30 calendar days following receipt of the notification by the University of the new grade and salary, detailing the grounds of appeal. The appellant may be represented by a trade union representative.

### Migration to a different job family

11. As a consequence of the above review, the University may consider that a current Teaching Fellow or current Research Fellow should be migrated to a support staff grade or that a member of staff in a current support staff grades may be more appropriately graded in one of the academic job families or that it may be appropriate to move a member of staff from one academic job family to another. The University reserves the right to move individuals into the appropriate job family as part of the implementation of the Framework Agreement, following consultation with the member of staff and subject to a right of appeal to the Academic Promotion Committee. The appeal must be made in writing no later than 30 calendar days following receipt of the notification by the University of the new grade and salary, detailing the grounds of appeal. The appellant may be represented by a trade union representative.

## APPENDIX 4

### ACADEMIC JOB FAMILIES

#### TEACHING AND RESEARCH JOB FAMILY

1. New Lecturers will be appointed to the five year Professional Development Programme on grade F.
2. Lecturers on the Professional Development Programme will progress within grade F in accordance with the Professional Development Programme.
3. The University will apply procedures for review after three and five years as agreed with the Exeter AUT.
4. Lecturers on the Professional Development Programme will progress from grade F to grade G and be re-designated Senior Lecturer upon satisfactory completion of the Professional Development Programme for Lecturers.
5. Senior Lecturers will be considered for promotion to the grade of Associate Professor (grade H), in accordance with procedures notified by the University. Applications for promotion to Associate Professor may be made by a School or by personal submission.

#### RESEARCH JOB FAMILY

6. First post-doctoral appointments will be to the grade of Associate Research Fellow (grade E).
7. Except where the grade of the role is defined at grade E (which will be notified at appointment), Associate Research Fellows will be able to progress to grade F, subject to:
  - (a) satisfactory performance in the role; and
  - (b) a satisfactory assessment of the roleholder's potential to undertake duties at grade F level; and
  - (c) confirmation that duties of at grade F level are available.
8. The University will undertake such a review after three years in the post and thereafter every two years to determine whether the roleholder should progress to grade F. Where, following such a review, the University concludes that the grade should remain at grade E, there will be a right of appeal.
9. Research Fellows will be considered for promotion to Senior Research Fellow (grade G), in accordance with procedures notified by the University, upon satisfactory completion of the Research Career Path.
10. Senior Research Fellows will be considered for promotion to the grade of Associate Professor (grade H), in accordance with procedures notified by the University. Applications for promotion to Associate Professor may be made by a School or by personal submission.

#### TEACHING & SCHOLARSHIP JOB FAMILY

11. The Associate Teaching Fellow grade (grade E) is defined at grade E by the circumscribed duties and expectations of the role. Associate Teaching Fellows may progress to the grade of Teaching Fellow by competitive promotion to a vacant position or through a re-evaluation of their role against the Teaching Fellow role profile.
12. Teaching Fellows will be considered for promotion to Senior Teaching Fellow (grade G), in accordance with procedures notified by the University, upon satisfactory completion of the Teaching and Scholarship Career Path.

13. Senior Teaching Fellows will be considered for promotion to the grade of Associate Professor (grade H), in accordance with procedures notified by the University. Applications for promotion to Associate Professor may be made by a School or by personal submission.

#### ASSOCIATE PROFESSOR

14. The University will issue protocols on the use of the title Associate Professor by staff in this grade.

#### TRANSFER BETWEEN JOB FAMILIES

15. Appendix L of the Terms and Conditions of Service for Academic & Related Staff will be deleted and the University will, following consultation with trade union representatives, apply a Code of Practice for the management of staff who are not performing at a satisfactory level.
16. Staff may transfer from one academic job family to another by mutual agreement between the University and the member of staff. While either party may initiate a request to transfer, there is no obligation on the other party to accede to this.
17. Staff in one academic job family who apply for a vacant position in another job family will be considered equally with other candidates in accordance with the University's recruitment procedures.

## APPENDIX 5

### CONTRIBUTION POINTS

- 1 Staff will be considered for a contribution point provided:
  - they have been at the top normal progression point of their grade for at least 12 months; and
  - they are not 'protected' at a rate of pay above the pay for the grade of their role; and
  - they are sustaining the higher level of performance expected of a fully competent and experienced professional in the grade for their role.
- 2 Staff who are paid in the contribution range will normally be considered for a further contribution point (up to the top contribution point for the grade) every other year.
- 3 There will be further discussions between the University and trade union representatives regarding the procedures which will apply for the award of contribution points .
- 4 The University will monitor the award of contribution points as part of its equality impact monitoring.

## APPENDIX 6

### 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;
  - there is appropriate evidence that market pay rates are significantly higher than the University rate;
  - there is evidence of recruitment and retention difficulties;
  - 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 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).
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 & 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 & 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.
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, this will be phased in over three years (ie reduce by one-third each year). Where the market supplement is to be reduced, this will be take place so that the level of reduction is not greater than one-third each year.
9. Attraction and retention premia address differences between market pay rates and the rate for the University grade. Consequently, the payment will be withdrawn immediately the employee is promoted or regraded unless a continued and revised premium is justified and approved under this policy.
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.

## APPEAL PROCEDURE FOR SUPPORT STAFF

1. The appeals procedure is applicable to the outcomes of the assimilation exercise to the new grading structure under the implementation of the Framework Agreement in 2006 and is based on the role as it was at the time of matching. If the role has changed since matching took place, it will be considered as an application for regrading.
2. The appeals process may be initiated by a member of staff who consider that their role has been wrongly matched to a grade.
3. An appeal may be made on the either of the following grounds:
  - o relevant information was omitted from the role outline or role matching questionnaire; or
  - o there was an incorrect application of the grading criteria during the scoring or matching.
4. An appeal has to be submitted within 30 calendar days of receiving official notification of new grade and salary, unless the individual involved can demonstrate a valid reason for not responding in that time. The appeal must be made in writing to the Director of Personnel and Staff Development stating the grounds of the appeal.
5. Appeals will be acknowledged within 2 weeks of receipt.
6. Initially, Personnel and Staff Development will review the appeal informally with the employing School/Service and the member of staff, as appropriate. This may result in the role being re-evaluated upwards (in which case, the individual will be informed and the appeal closed) or the appellant withdrawing.
7. Personnel and Staff Development will advise the member of staff that they may choose to be accompanied by a trade union representative or work colleague at any informal meetings.
8. If, following this review, the member of staff confirms their intention to proceed with the appeal, the following procedure will apply.
9. If the grounds of the appeal are that relevant information was omitted from the role outline or role matching questionnaire then the member of staff will be required to submit a further role matching questionnaire (or provide additional written information to supplement their previous matching questionnaire/role outline) for consideration by the joint appeal panel.
10. If the grounds of the appeal are that there was an incorrect application of the grading criteria during the scoring or matching, the original role outline/role matching questionnaire will be considered by the joint appeal panel.
11. The joint appeal panel will be comprise:
  - o up to four University members, including the chair, who will be a senior University manager;
  - o one trade union representative from each of the AUT, Amicus, TGWU and Unison
  - o provided that the members from either side are not employed in the same unit as the appellant and have had no previous involvement in the case as a trade union advisor.

**\*\*Does this mean that TU reps. currently on scoring panel would not be eligible??**
12. The quorum for the joint appeal panel will be two members on either side.
13. The member of staff may be accompanied by a trade union representative or work colleague, who may present the appeal on their behalf. The University's case may be presented by an appropriate officer and the Head of School/Service or other appropriate manager may attend to answer questions of fact.
14. The following procedure shall be followed at the appeal hearing.
  - o The University's representative shall put the case in the presence of the appellant and their representative and may ask questions of the manager.

- The appellant (or their representative) may ask questions of the University's representative and the manager.
  - The joint appeal panel may ask questions of the University's representative and the manager.
  - The appellant (or their representative) shall put their case in the presence of the University's representative.
  - The University's representative may ask questions of the appellant.
  - The appeal body may ask questions of the appellant.
  - The University's representative may sum up the University's case.
  - The appellant (or their representative) may sum up the appellant's case.
  - The University's representative, the manager, the appellant and their representative shall withdraw.
  - The joint appeal panel shall deliberate in private, but may recall both the University's representative and the appellant (and their representative) to clear points of uncertainty on evidence already given.
15. The decision of the joint appeal panel is final within the decision-making procedures of the University.
16. The outcome of the appeal will be notified to the member of staff within 2 weeks of the joint appeal panel's decision.
17. Any salary change following a successful appeal or re-evaluation of the role will be effective from 1 August 2006.

SUPPORT TO PROTECTED STAFF

1. During the two-year pay protection period referred to in paragraph 10, the following support arrangements will apply to staff who are 'protected':
2. The University will review the expectations of the role at least once a year – normally in conjunction with the Performance & Development Review – with a view to considering whether the role can be 'enlarged' so that it can be re-graded. Submissions for regrading will be managed in accordance with paragraphs 27 to 29.
3. The University will discuss with the member of staff – normally in conjunction with the Performance & Development Review – their skills and experience with a view to providing appropriate development to enable them to perform and secure work at the higher level in the University. The Training and Development Plans of Schools and Services will be reflect the University's commitment to supporting staff who are protected.
4. The University will apply its Priority Treatment for Vacancies procedure so that staff who are red circled are given priority treatment for vacancies, after staff at risk of redundancy, provided that they meet the minimum specification for the vacant post.
5. The University will report to the Staff Liaison Committee and the Human Resources Committee on the numbers and movement of staff who are protected.

Table 1

HARMONISATION OF ANNUAL LEAVE FOR STAFF IN GRADES A TO D

Service (years)	Less than 5 (and new appointments after 31 July 2006)	5 to 7	7 to 12	12 or more
Calendar year 2007	37	38	39	39
Calendar year 2008	38	39	39	39
Calendar year 2009	39	39	39	39