



STANDARD CONDITIONS OF SERVICE

ACADEMIC STAFF

(Lecturers, Senior Lecturers, Principal Lecturers, Readers,
Tutors and Research staff)

**Conditions of Service amended to reflect negotiated changes
resulting from implementation of the Framework Agreement in
December 2007(backdated to August 2006)**

October 2007
(amended October 2012)

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Addendum for Lecturers only:

Salaries - Scale, Entitlements and related matters, the Lecturer role,
Leave of Absence

See Also: Constitution of JNCC

Disciplinary Procedure
Grievance Procedure
Maternity Leave Regulations
Parental Leave & Time Off for Dependants
Occupational Health Policy
Probationary Scheme
Public Interest Disclosure Policy

1. Interpretation

- 1.1 These Standard Conditions of Service constitute a statement of terms and conditions of employment pursuant to Section 1 of the Employment Protection (Consolidation) Act 1978 and are to be read in conjunction with any special terms and conditions set out in the employee's letter of appointment. In the event of any conflict between the letter of appointment and the Standard Conditions of Service, the letter of appointment shall prevail unless the contrary is confirmed to the employee in writing.
- 1.2 Any variation to the Standard Conditions applying to the employee will be stated in his/her appointment letter or in a subsequent written amendment.

Use of terms

- 1.3 When the term "Lecturer" is used it generally means Lecturer, Senior Lecturer, Principal Lecturer or Reader as specified in the letter of appointment or any subsequent amendment thereto.

"Research staff" means Research Assistant, Research Officer, Senior Research Officer and any equivalent titles that may come into use for such positions.
- 1.4 Every reference in these Conditions to "the Council" shall mean the Council of Roehampton University.
- 1.5 In the absence of the Vice-Chancellor, every reference in these Conditions to "the Vice-Chancellor" shall be deemed to be a reference to a "Pro Vice-Chancellor" or "Deputy Vice-Chancellor"
- 1.6 Every reference to "JNCHES" shall mean the Joint National Negotiating Committee for HE Staff or any successor body.
- 1.7 Every reference in these Conditions to "Deputy Provost or Head of Department" shall also refer to any equivalent titles that may come into use for such positions.
- 1.8 Every reference in these Conditions to the "Deputy Provost or Head of Department" shall also mean any equivalent successor senior academic member of staff.
- 1.9 These Standard Conditions shall apply equally to staff employed on a full-time or a less than full-time (fractional) basis save that any pay or leave allowances will be awarded on a pro-rata basis.

2. Assignment

- 2.1 The normal place of work will be as specified in the appointment letter but staff may be required to work at any location and/or premises (including any of the Constituent Colleges and other premises) which the University may identify as appropriate, provided these premises are within reasonable travelling distance of the University's main campus in Roehampton.
- 2.2 Staff will be assigned formal membership of the College which is their normal place of work, unless they specify a preference for another College based upon a personal association. Membership and the benefits will be explained fully on appointment.
- 2.3 The University requires all staff to carry identity cards and to show them on demand.

3. Probation

- 3.1 Probation shall be governed by the PROBATIONARY SCHEME for University staff.

Normally, the employee shall serve a probationary year of 12 calendar months from the date of appointment. Exemption may be granted at the Vice-Chancellor's discretion. During this period the University shall be responsible for making arrangements, through the appropriate Head of Department, for the guidance and supervision of the employee and the employee shall be responsible for establishing his/her suitability for the post to which s/he has been appointed. The aforementioned probationary arrangements shall be approved by the Council.

- 3.2 The University reserves the right to extend the period of probation if, in its opinion, circumstances so require.
- 3.3 In every case the employee's letter of appointment shall state whether or not s/he will be required to serve a probationary period.
- 3.4 Unless notice of termination has been given in accordance with paragraph 3.5 below the appointment of the employee shall be confirmed in writing at the expiry of the probationary period.
- 3.5 During any probationary period (including any extension of the original probationary year) the employment may be terminated at any time by either party giving notice as stated in the letter of appointment.

4. Duties and Responsibilities

Lecturers:

- 4.1 The Lecturer's duties and responsibilities are inherently of a professional nature and are wide ranging. They include direct teaching, tutorial guidance to students' learning, research and other forms of scholarly activity, curriculum development, examining and invigilation, educational management and administration, participation in the democratic processes of the University (committee membership etc.), participation in quality assurance procedures, recruitment and admission of students, staff appraisal and development, and may include income generating activities and representing the University on or to appropriate external bodies.
- 4.2 The proportion of time which the Lecturer should devote to any of the activities listed in paragraph 4.1 above is a matter for professional judgement (to be determined by the Head of Department in consultation with the Lecturer and taking fully into account the views of other appropriate colleagues) which is necessarily made on an individual basis, bearing in mind the needs of both the Lecturer and the University. In the event of any disagreement between the Lecturer and Head of Department, the matter may be referred to the Deputy Provost for a final decision.
- 4.3 Subject to paragraphs 4.1 and 4.2 above, the Lecturer shall undertake such academic, administrative and other University duties as may reasonably be assigned to him/her by the Vice-Chancellor or other officer acting on the Vice-Chancellor's behalf.

Other academic staff:

- 4.4 The employee shall undertake all such duties and responsibilities as may reasonably be assigned to him/her consistent with the job description set out at the time of appointment.
- 4.5 The Head of Department shall be responsible for ensuring that all duties can be discharged within the employee's contractually agreed hours of work.

5. Appraisal and Development

- 5.1 The employee shall be required to participate in any Scheme of Staff Appraisal and Development approved by the Council following consultation and negotiation through the JNCC.

6. Teaching Load and Teaching Year

Lecturers:

- 6.1 There are no fixed hours or days of work. Within the context of the maximum working week as defined by the Working Time Regulations, the Lecturer shall devote such time and attention to his/her employment as will enable him/her properly to fulfil his/her duties and responsibilities.
- 6.2 The Lecturer normally shall not be required to perform teaching duties (as defined in paragraph 4.1) for more than 36 working weeks in each academic year. In addition the Lecturer normally shall spend 2 working weeks in each academic year on teaching-related administration.
- 6.3 Whilst some flexibility may be required in organising the teaching year, the Lecturer normally shall not (except by prior arrangement) be required to teach for more than 13 consecutive weeks; and any period of teaching of more than 8 consecutive weeks shall be followed by a break (from teaching) of at least 2 weeks.
- 6.4 Arrangements shall be made for the closure of all classes at Christmas and at Easter for at least ten consecutive days (including weekends and bank holidays.) During that time, except for any period(s) for which the University and the Constituent Colleges may announce the closure of their offices, and/or unless s/he is on annual leave, the Lecturer shall engage in activities in accordance with Clauses 4 and 7 of these Conditions of Service.
- 6.5 Officers of the local branch of the recognised trade union shall have access through the University to detailed information about teaching loads and academic duties.

7. Research and Scholarly Activity

- 7.1 As part of his/her duties the Lecturer will normally be expected to engage in research and/or other forms of scholarly activity. The nature and extent of this will vary with the nature of the subject(s) that s/he teaches and the full range and balance of his/her duties and other commitments. In this context "scholarly activities" includes the production of books, contributions to books, articles and conference papers, and major curriculum development (e.g. developing new courses) and is to be construed in the light of the common understanding of the phrase in higher education.
- 7.2 While it is in the nature of research and scholarly activity that it may take place throughout the year and be integrated into the overall pattern of the Lecturer's activities, it is envisaged that normally the period(s) of the year outside normal teaching weeks (Clause 6) and annual leave entitlement (Clause 15) will primarily be devoted to research and scholarly activity.

7.3 The Lecturer's research and scholarly activity will be principally self-managed. In addition, these activities (and their relationship with the Lecturer's other duties) will be considered as part of the staff appraisal and development system, under which objectives for the coming year (or other appropriate period) can be set and achievements over the past year (or other appropriate period) can be assessed. The University undertakes to give the Lecturer such support as is reasonable in the circumstances in order to help him/her to realise those objectives.

8. Exclusivity of Service / Outside Work

8.1 Except where expressly declared to the contrary in the contract of employment, the employee shall be required to work full-time in the service of Roehampton University. Where the employee is employed on a less than full-time basis the University will not require exclusivity of service except in the hours being worked for the University.

8.2 Notwithstanding paragraph 8.1 above, the employee shall be entitled:

- to undertake other paid work during periods of annual leave, and
- if less than full-time, to undertake other paid work during any period when not required to perform duties under their part-time contract, and
- to retain income derived from authorship, external examining, ad hoc external lectures, or activities of a similar or cognate nature provided:-

8.2.1 That such outside work shall not in any way interfere with the proper performance of the employee's duties within the University;

8.2.2 That the Head of Department shall be notified by the employee if such outside commitments will make him/her unavailable at short notice for departmental duties;

8.2.3 That any proposed use, or change in use, of University equipment or facilities shall be submitted for approval by the appropriate Deputy Provost;

8.2.4 That any proposed use of University staffing resources (other than the employee) shall be submitted for approval by the appropriate Deputy Provost; and

8.2.5 That, in any case where approval has been given for use of University equipment, facilities, or staffing resources under 8.2.3 or 8.2.4 above, there shall be an apportionment of any fees receivable by the employee (to be agreed between the Deputy Provost in consultation with the Pro Vice-Chancellor and Director of Finance) having regard to

all expenses directly or indirectly incurred by the University in connection with the outside work under consideration.

- 8.3 However, the employee may be required to cease or curtail any such other work or activity if, in the opinion of the Head of Department, it is considered to conflict with the effective discharge of the employee's duties or responsibilities.
- 8.4 In every instance arising under paragraph 8.2 above, the employee shall be deemed to accept and agree that the outside work is being undertaken in a purely private capacity and that Roehampton University will not accept any legal responsibility for it or its results, and employee shall indemnify the University against any claim which might arise as a result thereof.

9. Outside Grants

- 9.1 In the event of the employee being offered any outside grant in respect of work undertaken at, in association with or on behalf of the University, s/he shall obtain the consent of the Head of Department, as appropriate, before accepting any such outside grant on behalf of the University. The employee shall abide by any conditions which the University may determine in relation to the acceptance of any outside grant.

10. Patents and Inventions

- 10.1 The provisions of sections 39, 40, 41, 42 and 43 of the Patents Act 1977 relating to the ownership of employees' inventions and the compensation of employees for certain inventions are acknowledged by the University and by the employee.
- 10.2 The employee agrees that by virtue of the nature of his/her duties and the responsibilities arising from them s/he has a special obligation to further the interest of the University.
- 10.3 Any matter or thing capable of being patented under the Patents Act 1977, made developed or discovered by the employee either alone or in concert, whilst in the performance of his/her normal duties, or duties specifically assigned to him/her, or arising out of anything done by him/her to which paragraph 10.2 applies, shall forthwith be disclosed to the University and subject to the provision of the Patents Act 1977 shall belong to and be the absolute property of the University.
- 10.4 The employee shall (and notwithstanding the termination of his/her employment) sign and execute all such documents and do all such acts as the University may reasonably require:-

- 10.4.1 To apply for and obtain in the sole name of the University (unless the

University otherwise directs) patent, registered design or other protection of any nature whatsoever in respect of the inventions in any country throughout the world and, when so obtained or vested, to renew and maintain the same;

10.4.2 To resist any objection or opposition to obtaining, and any petitions or applications for revocation of, any such patent, registered design or other protection;

10.4.3 To bring any proceedings for infringement of any such patent, registered design or other protection;

The University hereby undertakes to indemnify the employee in respect of all costs, claims and damages, howsoever and where so ever incurred, in connection with the discharge by the employee of any and all such requests under sub-paragraphs 10.4.1 – 10.4.3 above.

10.5 The University acknowledges sections 7 and 42 of the Patents Act 1977. In respect of any invention which belongs to the University by virtue of section 39 of the Patents Act 1977, it shall be for the University in the first instance to decide whether to apply for patent or other protection.

10.6 In the event of the University deciding not to apply for patent or other legal protection, the employee has the right to be notified of that decision as soon as is reasonably practicable thereafter.

10.7 If, following such a decision by the University, the employee wishes to apply for patent, either him/herself or with another, the employee must first inform the University of his/her intention to do so. Within a reasonable period of time following such notification, the University must tell the employee whether it would object to his/her proposed application. The sole ground for such objection is that the patenting of the invention will involve or result in the disclosure to third parties of trade secrets or other confidential information belonging to the University and that such disclosure may damage the interests of the University.

10.8 Where the University objects under paragraph 10.7 above the employee hereby undertakes, in consideration of the payment of compensation to be determined under paragraph 10.9 below, not to proceed to apply for patent of the invention concerned nor to assist any other person to do so.

10.9 The calculation of compensation referred to above shall have regard to those factors set out in section 41 of the Patents Act 1977. In the event that the University cannot agree the amount of compensation, it shall be competent for either the employee or the University to apply to the President of the Law Society to appoint an arbitrator under the terms of the Arbitration Act, whose decision shall be binding.

11. Confidential Information

- 11.1 The employee shall not, except as authorised by the University or required by his/her duties hereunder, use for his/her own benefit or gain, or divulge to any persons, firm, company or other organisation whatsoever any confidential information belonging to the University or relating to its affairs or dealings which may come to the employee's knowledge during his/her employment. This restriction shall cease to apply to any information or knowledge which may subsequently come into the public domain other than by way of unauthorised disclosure or save as allowed under the University's PUBLIC INTEREST DISCLOSURE POLICY.
- 11.2 All confidential records, documents and other papers (together with any copies or extracts thereof) made or acquired by the employee in the course of his/her employment shall be the property of the University and must be returned to it on the termination of the employment.
- 11.3 Confidential information must be determined in relation to individual employees according to their status, responsibilities and the nature of their duties. However, it shall include all information which has been specifically designated as confidential by the University and any information which relates to the commercial and financial activities of the University the unauthorised disclosure of which would embarrass, harm or prejudice the University. It does not extend to information already in the public domain, unless such information arrived by unauthorised means.

12. Academic Freedom

In accordance with principles laid down in the Education Reform Act 1988, the University through the JNCC has agreed that nothing in these Standard Conditions of Service shall interfere with the need:-

- 12.1 to ensure that academic staff have freedom within the law to question and test received wisdom, and to put forward new ideas and controversial or unpopular opinions, without placing themselves in jeopardy of losing their jobs or any privileges they may have;
- 12.2 to enable the University to provide education, promote learning and engage in research efficiently and economically; and;
- 12.3 to apply the principles of justice, equity and fairness.

13. Copyright

- 13.1 Subject to the following provisions, the University and the employee acknowledge sections 11 and 215 of the Copyright, Designs and Patents Act 1988.

- 13.2 All records, documents and other papers (including copies and summaries thereof) which pertain to the finance and administration of the University and which are made or acquired by the employee in the course of his/her employment shall be the property of the University. The copyright in all such original records, documents and papers shall at all times belong to the University.
- 13.3 The copyright in any work or design compiled, edited or otherwise brought into existence by the employee as a scholarly work produced in furtherance of his/her professional career shall belong to him/her; 'scholarly work' includes items such as books, contributions to books, articles and conference papers, and shall be construed in the light of the common understanding of the phrase in higher education.
- 13.4 The copyright in any material produced by the employee for his/her personal use and reference, including as an aid to teaching, shall belong to him/her.
- 13.5 However, the copyright in teaching materials produced by the employee in the course of his/her employment for the purposes of the University delivered curriculum and produced, used or disseminated by the University shall belong to the University, as well as the outcomes from research specifically funded and supported by the University.
- 13.6 The above paragraphs 13.3 to 13.5 shall apply except where agreement to the contrary is reached by the employee and the University. Where a case arises, or it is thought that a case may arise, where such agreement to the contrary may be necessary, or where it may be expedient to reach a specific agreement as to the application of the above paragraphs to the particular facts of the case, the matter should be taken up between the employee and his/her Head of Department in consultation with the Deputy Provost. By way of example, this paragraph would apply where any question of assignment of copyright or of joint copyright may arise.

14. Salary

- 14.1 With effect from 1 August 2006 the University will pay the employee a salary based on Grades determined by the Council which are placed on the national Single Pay Spine, as recommended by the Joint National Negotiating Committee for HE Staff (the "JNCHES") or its successor body.
- 14.2 In the event that the JNCHES should recommend that any element of pay should be a matter for local determination, the Council shall make its decision only after negotiation at the Joint Negotiating and Consultative Committee.
- 14.3 If, exceptionally, the Council should not accept in full any recommendation

of the JNCHES relating to salaries (not being a matter falling under paragraph 14.2 above) the Council shall make its final decision only after negotiation at the Joint Negotiating and Consultative Committee.

- 14.4 Salary will be paid monthly by direct credit to the employee's bank account and will normally be made during the last 7 days of each calendar month (these arrangements may be varied when an employee starts or leaves).
- 14.5 For the purposes of calculating a day's pay, either owed to the employee or owed to the University, a standard calculation of 1/260 will be used in all cases.
- 14.6 An employee, whether full-time or part-time, shall be entitled to one increment on 1 August following appointment, and each year subsequently, provided that he or she has six months or more service in post on that date, subject to the maximum number of service related increments on his or her scale and to 14.7 below. Within grade 9, progression to the final increment will be subject to the line manager's confirmation of satisfactory contribution.
- 14.7 No increment shall be withheld in respect of any year of service, unless the service in that year has been declared unsatisfactory by the University. In such a case payment of the increment in respect of that year shall be withheld only during the following year unless the University otherwise expressly determines.
- 14.8 The University is not precluded from counting a period or periods of secondment or unpaid leave from a post as "service in post" where it considers that to be appropriate.
- 14.9 Maternity leave will count as service for incremental purposes.
- 14.10 The London Weighting Allowance currently in force is published annually.

Further information applicable to Lecturers is attached as an addendum.

15. Annual Leave

- 15.1 The leave year shall run from 1 September to 31 August.
- 15.2 The leave entitlements that apply are as follows:

Post / grade	Annual entitlement	Restrictions:
Lecturers	35 days	Leave may only be taken in vacation periods, unless there is exceptional agreement to an alternative arrangement. Only in exceptional circumstances may

		the line manager agree to the member of staff carrying forward a maximum of 5 days to the next year.
Grades 9 and 10 (other than SL, PL, Reader)	31.5 days	Only in exceptional circumstances may the line manager agree to the member of staff carrying forward a maximum of 5 days to the next year.
Grades 6 to 8 (includes Tutors)	30 days	Only in exceptional circumstances may the line manager agree to the member of staff carrying forward a maximum of 5 days to the next year.
Grades 1 to 5	25 days	Only in exceptional circumstances may the line manager agree to the member of staff carrying forward a maximum of 5 days to the next year.

- 15.3 Part-time staff will receive a pro rata allocation of leave, calculated by comparing the hours worked by the employee to a standard 35 hour week and/or 52 week year.
- 15.4 The employee will be entitled to all statutory public holidays in addition to their entitlement as shown in 15.2 (part-time staff will receive a pro rata entitlement). If there are periods of sickness or maternity leave within a holiday year, staff will be permitted to take the bank/public holidays and Christmas closure days which fall within the period of the year worked. There will be no entitlement to substitute leave or payment in lieu of such days falling within the period of absence.
- 15.5 The University normally closes its offices during the period between the Christmas and New Year statutory public holidays. In that event, the employee will be allowed extra paid leave to cover the closure (depending upon the circumstances) in addition to annual holiday entitlement. If, exceptionally, the employee is required to work on a bank or public holiday or on a Christmas closure day, s/he shall be entitled to a substitute leave day. However, in the event that the University decides not to close over all or part of the Christmas period, Lecturers will not be entitled to any additional compensating leave.
- 15.6 All holidays may only be taken by prior agreement with the employee's line manager and should, for Lecturers always and for other academic staff normally, be taken in vacation time, unless overridden by local working arrangements.
- 15.7 For new staff, holiday entitlement during the first leave year will be pro rata to their entitlement based on the anticipated complete months of service for that year. If the holiday period agreed in order to honour an existing

arrangement is in excess of the entitlement, the excess will normally be treated as unpaid leave.

- 15.8 On termination of employment, where the leaving date is not 31 August, holiday (or pay in lieu) will be granted pro rata, according to the completed months of service in the leave year. Pay will be recovered in respect of holiday taken in excess of this proportion.
- 15.9 The provisions of the Working Time Regulations state that statutory leave (28 days per annum for full-time staff, including public holidays) cannot be carried over from one holiday year to the next. A manager has the discretion to agree, in exceptional circumstances, to a request to carry forward up to 5 days' leave entitlement from one year to the next (and only entitlement to leave above the statutory amount may be carried forward in this way). Where any leave is carried forward, it must be used within the following year.
- 15.10 During extended periods of sick leave, the employee's usual holiday entitlement will not apply. The employee will instead be entitled to the statutory holiday entitlement specified under the Working Time Regulations. Any reduction in entitlement will apply during the period of extended sick leave only and not to the entitlement accrued during the remainder of the year. This provision may be varied at the discretion of a senior manager (Head of Department or above), subject to approval by the Human Resources Department.
- 15.11 If an employee is unable to take their annual leave within a leave year due to sickness absence, the carry forward rules will be in accordance with legislative requirements.

The University may use its discretion to make a payment in lieu of any annual leave accrued (in the current leave year, or leave year immediately preceding this) where an employee's contract is terminated on health grounds and the employee was prevented from taking the leave as a result of their sickness absence, in accordance with legislation.

- 15.12 Paid and authorised unpaid maternity leave shall not affect the length of an employee's annual leave entitlement in the leave year(s) in which maternity leave falls.

Lecturers only (15.13 to 15.18):

- 15.13 Except with the express prior agreement of the Line Manager (and excluding any case covered by paragraph 15.15 below) all leave shall be taken during the vacation periods between designated teaching semesters (or terms).

- 15.14 The Lecturer shall normally agree with his/her line manager before the end of each semester (or term) the dates of his/her main leave period(s) during the following vacation when s/he will not be available for duty.
- 15.15 In the case of a Lecturer who (whether on first appointment or by subsequent agreement) has specific responsibilities for continuing teaching duties (as defined in paragraph 4.1) outside designated teaching semesters, the Head of Department shall ensure that the Lecturer is enabled to take leave at reasonable times and for reasonable periods (including if necessary during conventional teaching times) taking into account the general principles set out in this Clause of these Conditions of Service.
- 15.16 When agreeing the Lecturer's leave, the Line Manager shall:-
- Arrange the allocation of essential vacation duties amongst members of staff as equitably as possible, and
 - Give the Lecturer as much notice as reasonably practicable of when s/he will be required to be available for duty.
 - Any weekend work open days will be negotiated with the lecturer and their time will be compensated as days off when convenient.
- 15.17 During University vacations, and whilst not on leave, the Lecturer shall ensure that his / her line manager / Department will be able to maintain contact with him/her at all reasonable times.
- 15.18 The Lecturer shall not be recalled from leave except in a case of genuine emergency, in which event the University shall defray all reasonable and unavoidable costs arising there from and will grant an alternative period of leave in place of any leave untaken .

16. Special Leave

- 16.1 Up to 3 days' leave on full salary in a year (or up to one week at the discretion of the Head of Department) shall be granted in respect of the serious illness or death of a near relative or for serious and urgent family reasons.

For the purposes of this clause:-

- "serious illness" does not cover children's normal complaints (e.g. measles, chicken pox) which should be dealt with under 16.2 below.
- "near relative" includes husband, wife, partner, parent, child, brother, sister, close personal friend or person to whom the employee is acting in loco parentis.

- 16.2 One day's leave on full salary shall be granted for the non-serious illness of a near relative provided that a doctor certifies that the employee's attendance on the patient is necessary.
- 16.3 Normally no more than 3 days per annum will be allowed in respect of the illness of any one relative. Payment for necessary absence of more than 3 days (except as provided in 16.1 above) shall be made at the discretion of the Head of Department, in consultation with the Deputy Provost.
- 16.4 In other special or exceptional circumstances additional leave, with or without pay, may be granted at the discretion of the Vice-Chancellor, Deputy Vice-Chancellor or Pro Vice-Chancellor.
- 16.5 These provisions are in addition to rights under the PARENTAL LEAVE and TIME OFF FOR DEPENDANTS SCHEME.

17 Public Duties

- 17.1 The employee will be entitled to a reasonable amount of time off work for the performance of public duties (for example, Justice of the Peace, Local Councillor or Governor of a state school) in accordance with the appropriate provisions of the Employment Rights Act 1996 and the Juries Act 1974.
- 17.2 Whether such time off work will be with or without pay will depend upon the circumstances and will be at the Vice-Chancellor's discretion. If absence is allowed on full pay, the employee must repay to the University the amount of any fee received in connection with the public duties although s/he may retain any expenses reimbursed.
- 17.3 If absence on full pay is allowed in connection with jury service, the employee must claim the maximum allowances in respect of loss of earnings and repay the equivalent amount to the University (but may retain any reimbursed expenses in respect of travel and subsistence).

18 Medical Examination

- 18.1 The employee may be required to undergo a medical examination by a registered Medical Practitioner on his/her appointment and exceptionally at such intervals thereafter as the University may from time to time direct. Any such referral will be in accordance with the University's OCCUPATIONAL HEALTH POLICY.

19 Sick Pay

- 19.1 This section should be read in conjunction with the University's OCCUPATIONAL HEALTH POLICY, which gives further details about the policies and procedures relating to health issues.

Part-time staff will receive a pro-rata entitlement (calculated by comparing the hours worked by the employee to a standard 35 hour week and/or 52 week year) and full pay means their normal pay calculated according to their hours of work.

Entitlement will be based on the average number of working days in a month.

For staff on Grades 1 to 5 (Category 2):

Length of service	Entitlement
During 1st year of service	1 month's full pay and (after 4 months' service) 2 months' half pay
During 2nd year of service	2 months' full pay and 2 months' half pay
During 3rd year of service	4 months' full pay and 4 months' half pay
During 4th and 5th years of service	5 months' full pay and 5 months' half pay service
After 5 years of service	6 months' full pay and 6 months' half pay.

For staff on Grades 6 to 10 (Category 1):

An employee will be entitled to a maximum entitlement of 6 months on full pay and 6 months on half pay. Entitlement will be based on the average number of working days in a month.

- 19.2 The entitlements given in 19.1 above include any state benefits payable for sickness/injury such as Statutory Sick Pay and National Insurance Benefits. The amount of any such benefits will therefore be deducted from the occupational sick pay entitlements (note: such deductions will also be made if an employee has been disqualified from receiving benefits as a result of not complying with statutory requirements and/or these sick pay conditions).
- 19.3 Calculation of sick pay

An employee's entitlement to full/half pay for any absence will be calculated by adding together the total number of days of sickness absence (on full or half pay) during the 12 months immediately preceding the first date of the

current absence, and deducting this from their entitlement (see 19.1 above). All calculations will be based on working days.

19.4 Reporting and Certification Arrangements

19.4.1 First day of absence ¹

The employee (or a relative or friend on their behalf) must notify (if possible by telephone) the employee's line manager/supervisor as soon as possible on the first day, and within normal working hours, indicating the reason for and likely duration of absence.

19.4.2 Absence of 7 days or less ²

(Including Saturdays, Sundays and Public Holidays)

If an employee remains absent after a further 2 working days (i.e. on the fourth day of absence) they should contact their line manager/supervisor (as in paragraph 19.4.1) again.

19.4.3 Absence of 8 days or more ²

(Including Saturdays, Sundays and Public Holidays)

A doctor's statement must be obtained on the eighth day (or as soon as practicable thereafter) and be sent to the line manager or supervisor without delay. Thereafter, doctor's statements must be submitted as often as may be necessary to cover the full period of absence. If the doctor issues a statement for more than 7 days the employee should, so far as reasonably practicable, keep their line manager advised as to their progress at agreed intervals during the course of the absence.

19.4.4 Hospitalisation

An employee entering hospital, or a similar institution, must provide an appropriate medical statement on entry or as soon as practicable thereafter.

19.4.5 Return to work

Whatever the length of absence, an employee must report to their manager on their first day back at work and complete a "Self-Certification Form" in the manager's presence¹. If the absence has been for 8 days or more, any outstanding or final doctor's certificates should be attached to the Self Certification Form.

19.5 An employee disagreeing with any decision of the University under this Section may use the GRIEVANCE PROCEDURE. If the employee does not accept the outcome of the grievance process and the disagreement concerns entitlement to Statutory Sick Pay (but not otherwise) they may request from the University a written statement (to be supplied within a reasonable period) of the reasons for its decision in order to apply to the appropriate government institution for a formal written decision.

Notes

1 If the line manager/supervisor is not available, the post holder must contact a deputy, senior administrator, or any other person nominated by the Department/College.

2 Staff who do not normally work on every day Monday to Friday must nevertheless take the appropriate action according to the number of consecutive calendar days on which they are sick.

20 Maternity, Adoption and Paternity leave, Parental Leave and Time off for Dependants

20.1 The granting of maternity leave shall be governed by the MATERNITY LEAVE AND PAY POLICY approved by the Council and for the time being in force.

20.2 The granting of adoption leave shall be governed by the ADOPTION LEAVE AND PAY POLICY approved by the Council and for the time being in force.

20.3 The granting of paternity leave shall be governed by the PATERNITY LEAVE AND PAY POLICY approved by the Council and for the time being in force.

20.4 The granting of PARENTAL LEAVE AND TIME OFF FOR DEPENDANTS shall be governed by the scheme as approved by Council and for the time being in force.

21 Retirement

21.1 The University does not have a standard retirement date.

22 Pension

22.1 The employee will be provided with details of the Local Government Pension Scheme (LGPS) or the Teachers Pension Scheme (TPS) on appointment, depending on which scheme applies to the appointment. Membership of the LGPS or TPS shall be voluntary for full-time and part-time employees. Eligibility and other terms and conditions of membership shall be subject to the statutory Teachers Pension Regulations or Local Government Pension Scheme Regulations in force for the time being.

22.2 If the employee withdraws from membership of TPS or LGPS whilst employed by the University s/he shall be allowed to re-enter the Scheme a later stage, so long as the scheme rules allow this.

- 22.3 The TPS and LGPS have been contracted-out of the State Earnings Related Pension Scheme (SERPS.) If the employee opts out of or withdraws from membership of TPS or LGPS s/he shall become contracted-in to SERPS unless s/he has effected an Appropriate Personal Pension Scheme (APPS.)
- 22.4 The University shall make such employer's contributions to TPS or LGPS as may from time to time be determined by actuarial valuation. The University shall NOT contribute to any personal pension arrangement (whether or not recognised as an APPS) effected by the employee except to the extent of the employer's additional National Insurance contribution or such other statutory element as may from time to time be required.
- 22.5 Employees who are moving directly from employment where they were members of the Universities Superannuation Scheme (USS) may apply to remain in that scheme as an alternative to TPS or LGPS. Provisions in 22.1 – 22.4 (above) apply.

23 Academic Year

- 23.1 For the purpose of these Conditions the academic year of the University shall be deemed to commence on 1 September and to end of 31 August in the following year. The year will be expected to cover two main teaching and assessment periods (semesters) and be divided across 3 terms, with the exact dates determined and approved by Senate for each year in question.

24 Protection of Children and Young Persons

- 24.1 In the event that the employee should be convicted of a criminal offence against any person or persons aged under 18 years (having been charged on or after 1 July 1988) s/he shall report the fact immediately to the Vice-Chancellor - or, in the absence of the Vice-Chancellor, to the Deputy or Pro Vice-Chancellor - who will consider the matter in accordance with the Disciplinary Procedure. Failure to report such a conviction shall be treated as a disciplinary offence and taken into account by the Vice-Chancellor (or the Pro Vice-Chancellor as the case may be) in the context of the circumstances of the case.

25 Health and Safety at Work

- 25.1 The employee must at all times comply with any rules in force for the time being regarding health and safety matters. A copy of the University's current policy statement in this respect will be issued with the letter of appointment.

25.2 Each employee must carry out their duties at all times in accordance with the safety information, instruction and training provided and has a responsibility to report immediately to their line manager any defects in equipment, plant or systems in order that remedial action may be taken.

26 Policy Statements/Codes of Practice

26.1 The employee must at all times comply with any policy statements or codes of practice from time to time approved by the Council following consultation and negotiation through the JNCC.

27 Disciplinary Procedure

27.1 Disciplinary matters shall be governed by the DISCIPLINARY PROCEDURE approved by the Council and for the time being in force.

28 Grievance Procedure

28.1 If the employee shall have any grievance related to his/her employment or the termination of his/her employment s/he shall raise such grievance in accordance with the GRIEVANCE PROCEDURE approved by the Council and for the time being in force.

29 Notice and Termination

29.1 Except during any probationary period (including any extension of the original probationary period) or in the case of dismissal for gross misconduct, the employment may be terminated, by the University or the employee - as the case may be - by giving written notice in accordance with the following scale:

Notice to be given by:	University	Employee
For Grades 1 to 5: Period of Continuous Employment		
Less than 4 weeks:	1 week	1 week
4 weeks or more but Less than 5 years:	4 weeks	} 4 weeks in all Cases
5 years or more, but less than 12 years:	1 week for each completed year	
12 years or more:	12 weeks	

For Grades 6 to 10	3 months	3 months
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30 Travel and Subsistence

30.1 If the employee, whilst on authorised University business, necessarily incurs expenses in respect of travel and/or subsistence s/he will be reimbursed, against detailed claims. Rates are set annually by the Finance Committee, and can be obtained from the Finance Department.

31 Amendments

31.1 These Conditions of Service and the Appendices hereto may be amended from time to time by the Council after consultation and negotiation through the JNCC.

31.2 Any such amendment(s) shall be notified in writing to the employee within one month of the effective date.

HR October 2007 (amended October 2012)

**ADDENDUM FOR LECTURERS, SENIOR LECTURERS, PRINCIPAL LECTURERS
AND READERS**

A Salaries - Entitlements and Related Matters

1. Payment of Salary

- 1.1 Where the appointment with the University of Roehampton immediately follows a period of employment in teaching (University, HE, FE or School) in the UK, salary shall be paid:-
- 1.2 If the employee commences duty at the beginning of the Autumn Semester, from 1 September (or from the first day of Semester if that is earlier than 1 September), or
- 1.3 If the Lecturer commences duty at any other time, from the first day of duty.

2. Placement on Scales

- 2.1 On first appointment to any scale, the incremental point shall be determined by the University, subject to the minimum provision set out in 2.2 below.
- 2.2 A Lecturer shall be entitled to at least one increment on appointment to the Lecturer Grade where he or she holds:-
 - 2.2.1 a relevant degree; and/or
 - 2.2.2 a relevant degree-equivalent professional qualification; and/or
 - 2.2.3 an approved recognised teacher training qualification.
- 2.3 Following a break in service, a Lecturer re-appointed by the University to the same grade shall be entitled to placement in that grade at an incremental point at least equivalent to the point achieved prior to the break.
- 2.4 A Lecturer shall be entitled to an increase equivalent to at least one increment on promotion.
- 2.5 The University may at its discretion award an additional incremental point where the Lecturer achieves an approved teacher training qualification after appointment.

3. Progression from Lecturer to Senior Lecturer

- 3.1. A Lecturer on the Lecturer grade shall, at the point that he or she has completed a year's service on point 36 of the Lecturer grade (grade 8), the maximum point for the grade, be able to transfer to point 37 of the Senior Lecturer grade (grade 9) providing that he or she has satisfied the following requirements:
 - 3.1.1 That the Lecturer shall have satisfactorily completed any probationary period attached to their appointment;
 - 3.1.2 That the Lecturer is not at the time subject to any action taken under the University's agreed Disciplinary Procedure or Guidelines for Dealing with Poor Performance/Capability issues.
- 3.2. If any of the requirements in 3.1 are not satisfied the Lecturer shall remain at their maximum point on the Lecturer grade. The Lecturer shall only transfer to the first point on the Senior Lecturer grade when the requirement(s) are subsequently satisfied.
- 3.3. Lecturers who transfer to the Senior Lecturer grade under these provisions shall be advised of and agree to accept the new role requirements that will then apply to them as Senior Lecturers. They will be entitled to normal incremental progression available on that grade as set out in section 12 of the Conditions of Service.
- 3.4. Nothing in 3.1 shall prevent the University from promoting a Lecturer to Senior Lecturer before he or she would otherwise become eligible to progress to that grade providing he or she also satisfies the requirements at 3.1.1 to 3.1.2.

B The Lecturer Role

- 4.1 This section B, plus Clauses 4, 6, 7 and 11 in the main document are intended to describe the limits of what may be required of a lecturer. They do not provide an exhaustive definition of what the majority of lecturers might see as their professional duties. It is agreed that it is unsatisfactory both to the lecturers and to the University, if the University seeks to meet its developing needs by relying on the traditional concept of a lecturer's undefined professional responsibility.
- 4.2 Greater flexibility in the use of the staff and the physical resources of the University will be more easily and effectively achieved on the basis of some agreed definition of what may reasonably be required of individual lecturers.
- 4.3 The non-specific nature of workloads set out in these clauses recognises the organisation requirements of the University, but also produces the need for some form of protection for the lecturer. To this end a Joint Negotiating and Consultative Committee (the JNCC) comprising representatives both of the recognised trade union - and of the University, and under independent chairmanship, has been formed to consider all matters concerning conditions of service and to facilitate good working relations within the University through consultation and negotiation.

- 4.4 In its consideration of (inter alia) duties, workloads and holidays the JNCC shall have regard to:
- 4.4.1 constraints imposed by the Higher Education Funding Council for England or any successor body);
 - 4.4.2 constraints imposed by validating bodies;
 - 4.4.3 provision of a climate conducive to research and development;
 - 4.4.4 comparability with other institutions of higher education;
 - 4.4.5 levels of resources available to departments; and local custom and practice.

C Leave Of Absence

- 5.1 The Lecturer may apply to the Council for leave of absence for educational purposes for a period not exceeding 12 months, on full salary, after a total of six years' service with the University or any of its constituent Colleges and again after each further six years' service. Further leave of absence, with or without salary, may be granted at the discretion of the Council.
- 5.2 The Lecturer may also apply to the appropriate Head of Department for leave of absence for educational purposes during semester time, for a period not exceeding 5 working days, on full salary. If any such leave of absence is requested for a period exceeding 5 working days the Head of Department will make a recommendation to the Deputy Vice-Chancellor/Provost whose decision shall be reported to the Council before the commencement of any approved leave period.
- 5.3 The support, or not, for applications for paid leave of absence will be at the discretion of the Head of Department, the Deputy Vice-Chancellor/Provost and subject to the prior approval of Council as appropriate.
- 5.4 All leave of absence should be seen in light of teaching within each department but also to take into account the overall situation within the university. Resourcing fairness and equity must be central to all of these arrangements. All lecturers' workloads, including teaching exams, assignments and marking duties, must be covered before negotiating leave.