

ACADEMIC AND RELATED STAFF CONDITIONS OF SERVICE

Applicable to all staff employed in the Research and Teaching job family, Teaching and Scholarship job family, Research job family, and Management and Specialist job family, as well as staff employed at grade 6 in the Technical Services job family.

General Conditions

1. [Definitions](#)
2. [General Conditions](#)
3. [Remuneration](#)
4. Retirement and [Superannuation](#)
5. [Hours of Work](#)
6. [Holidays](#)
7. [Probation](#)
8. [Performance and Development Review](#)
9. Duties
10. [Residence](#)
11. Removal and [Relocation Expenses](#)
12. Family [Leave](#)
13. [Special Leave and Leave of Absence](#)
14. Study Leave
15. Sickness and Sickness Benefit
16. [Duration and Termination of Appointment](#)
17. [Travelling Expenses and Subsistence Allowance](#)
18. [Death Benefit](#)
19. [Discipline](#)
20. [Grievance Procedure](#)
21. Security of Employment
22. Copyright, [Inventions, Discoveries and Patents](#)
23. [Protection of Rights](#)
24. [Capability Procedure – currently under discussion](#)
25. [Appeals](#)
26. Extra-Curricular or Outside Work

Appendix One – [Code of Practice on Security of Employment](#)

Appendix Two – [Code of Practice on the use of Fixed term Contracts](#)

Appendix Three – [Appeals Procedure](#)

Appendix Four– [Statute XXI](#) (For Professors, Readers, Senior Lecturers and Lecturers, Research Fellows and Senior Research Fellows Only)

Redundancy

Discipline, Dismissal and Removal from Office

Removal for Incapacity on Medical Grounds

Appeals

Grievance Procedure

1. Definitions

Where the context permits the following words shall have the following meanings:-

"University" means "Loughborough University"

"Charter" "Council" "Statute" "Ordinance" "Regulation" or "Policy" relate to those of Loughborough University

"Academic Staff" means "Professors, Readers, Senior Lecturers, Lecturers, Senior Research Fellows and Research Fellows"

"Staff" means "one or more employee of the University"

"Member" means "A person who is a member of staff"

"Temporary Member" means "A Member (not being a Probationer) appointed on a temporary basis or for a specified period only"

"Probationer" means "A Member appointed or deemed to have been appointed for a probationary period"

"Permanent Member" means "A Member (other than a Temporary Member or Probationer)"

"Invention" means "any invention improvement design or process whether patentable or not"

"UCU." means "University and College Union"

"ARSNC." means "Academic and Related Staff Negotiating Sub-Committee"

2. General Conditions

a) Unless stated otherwise these Conditions apply to all Academic and Related Staff. No condition shall serve to worsen an existing condition of service of any Member.

b) University Council may from time to time with the assent of ARSNC (excepting Conditions directly relating to requirements of Statute XXI) revise or amend any of these conditions and which shall until it is further revised or amended be valid and binding on the University and the Staff, subject to the precedence of statutory changes.

c) The service of every Member is also subject to the University's Charter, Statutes, Ordinances, Regulations and Policies.

d) All new appointees are required to complete a medical questionnaire and return this to the Occupational Health Unit to ensure that they are appropriately supported while at work and that their work does not create any risks to their health. In some cases it may be necessary for the new appointee to have an appointment with the Occupational Health Physician.

e) For the purposes of these conditions each academic year is deemed to begin on 1 October and end on the following 30 September.

3. Remuneration

a) The remuneration of Members not employed on Professorial or equivalent grades shall be in accordance with the current national scale or other salary arrangements

agreed locally between the University and the UCU. Professorial and equivalent grade staff shall receive such remuneration as may from time to time be agreed so long as it is not less than the minimum of Grade 9. Salaries are paid in arrears, in equal monthly instalments, on or before the last day of each month, by direct transfer to private bank accounts. Every Member shall receive a copy of their salary slip.

b) For staff on incremental scales, the normal incremental date is 1 August except that a Member appointed on or after 1 March in any year shall where applicable receive a first increment on 1 August the next year. The incremental date shall be taken into account when determining a starting salary.

c) Should any Member either leave the University to take up employment with any organisation or institution financed by public funds or vice versa, no salary shall be paid by the University for any period for which salary is paid by the said organisation or institution. Accrued holiday pay shall be disregarded for the purposes of this clause.

d) Lump sum payments, accelerated increments and advancement to or through the contribution section above a grade may be agreed in accordance with the [Reward Review procedures](#). The appropriate University Committees shall consider annually proposals for these awards. Proposals shall normally be made by the Heads of Departments or Deans of Schools, but any Member shall be entitled to make a self-submission to the appropriate Committee.

e) Grades are determined by the job evaluation scheme introduced in 2006. Proposals for re-grading must include evidence of the development of a member's role to include substantial aspects of a higher grade as shown in the appropriate job family. Within this context Lecturers appointed on Grade 6 will be re-graded to Grade 7 upon successful completion of their probationary period. Promotion to Grade 8 as a Senior Lecturer will be conditional upon meeting the relevant criteria laid down by the Human Resources Committee.

f) Unsuccessful candidates for promotion to Senior Lecturer may appeal against the decision by invoking the grievance procedure as outlined in Appendix Four.

4. Retirement and Superannuation

a) Members whose contracts of employment extend for a minimum period of three months may immediately upon taking up employment with the University, join the Universities Superannuation Scheme (USS) the occupational pension scheme provided by the University and which is contracted out of the State Earnings-Related Pension Scheme. Further information concerning pension schemes, entitlements to pensions and rights in regard to membership is set out at www.uss.co.uk.

Any questions Members may have regarding their pension arrangements should be directed to the Payroll and Pensions Manager in the University Finance Office.

b) From 1 October 2011, the University will not have a normal retirement age for staff. Any member who wishes to retire may do so by giving the appropriate contractual notice, as stated in Condition 16.

c) A member who decides to withdraw from USS later than three months after the commencement of employment will be required to give a minimum of 28 days' notice in writing to the University and to USS Ltd. by completing the appropriate application form obtainable from the Finance Office.

5. Hours of Work

a) Hours of work, whilst not fixed, are such as are necessary for the efficient discharge of a Member's duties, as reasonably required by the Head of Department or Dean of School and subject to the *Working Time Regulations*. The nature of a Member's duties may require, from time to time, work during hours outside of the normal requirements of a post. No additional payment shall be made for such work, but equivalent time off in lieu may be granted at the discretion of the Head of Department or Dean of School.

b) For the purpose only of calculating the salaries of part-time staff, a full working week shall be taken to be thirty seven hours.

6. Holidays

a) The annual holiday entitlement for full time staff shall be 30 days plus 14 other days' holiday in each year, being public or statutory holidays and such other days when the University closes at its discretion. Members employed on a part time basis will receive a pro rata entitlement to the above.

b) The holiday year runs from 1st May to 30th April each year. Specific holiday arrangements are left to the discretion of the Head of Department or Dean of School concerned. Annual leave accrues at the rate of one-twelfth of the annual entitlement per calendar month. A pro rata entitlement will accrue where employment begins or ends part way through a month.

c) Members are entitled to carry up to five days' unused holiday (pro rata if part time) from one leave year to the next. On the termination of employment a Member will be entitled to take paid holiday (or receive payment in lieu) for any outstanding holiday entitlement. Where a member has exceeded their proportionate entitlement an appropriate deduction will be made from their final salary.

7. Probation

a) All newly appointed staff, (including internal appointments, unless the appointment panel determines that it should be waived) will be required to undertake a probationary period before the appointment can be confirmed.

b) The procedures governing the process, including the duration of probation are outlined in the University's Procedure for Probationary Appointments.

- [Non-academic probation](#)
- [Academic probation](#)

8. Performance and Development Review

Every Member's post-probationary service shall be supported through an annual Performance and Development Review (PDR), in accordance with the procedures set out in the '[Performance and Development Review Guidelines](#)', a copy of which shall be made available to all staff.

9. Duties

- a) All staff members shall be generally responsible to the Council for the performance of their duties and shall undertake such duties as may be reasonably required by the Head of Department or Dean of School.
- b) Academic staff shall also do all in their power to promote by research or otherwise the advancement of their subject. To this latter end proper effort shall be made to arrange the time required to be devoted to teaching and administration so that each Member shall have at least one day available during each working week for the advancement of their field of study. Each Academic Member shall produce a [Personal Research Plan](#) in accordance with the Scheme in force at any time.
- c) Teaching duties out of term shall be agreed between the Member and the Head of Department or Dean of School.
- d) Duties of Research Staff may include teaching duties up to a maximum of six hours per week on average during terms and subject to a maximum of 100 hours per annum.

10. Residence

All members of staff are required to make such arrangements in regard to place of residence as will allow them to carry out effectively all their University duties and responsibilities and play a full part in the work and life of the University as appropriate to their job. The allocation of duties and responsibilities between staff cannot normally be modified to take account of residential factors.

11. Removal and Relocation Expenses

Subject to [conditions promulgated by Council](#), the University will reimburse expenses incurred in the removal of household furnishings and effects by a Member when relocating to take up an appointment of at least two years in the University. A resettlement grant, of up to the equivalent of one month's gross salary as at the time of appointment, may also be payable in respect of legal or other fees.

12. Family Leave

The family leave procedures set out the University's current arrangements for a variety of family leave, in accordance with statutory provisions, including:

- [Maternity leave](#)
- [Paternity leave](#)
- [Adoption leave](#)

- [Keeping in Touch days](#)
- [Parental leave](#)
- [Time Off to Care for Dependents](#)

13. Special Leave and Leave of Absence

a) Special Leave

Special Leave is leave, with pay, for specific purposes as set out below:

- i. To attend courses, conferences or other meetings associated with their work.
- ii. To attend to urgent family affairs or because of the prolonged illness of a member of the family. Normally such compassionate leave will be granted without reduction of salary and allowances for a period not exceeding two weeks. The granting of compassionate leave does not affect any entitlement a Member may have to paternity leave, unpaid parental leave and for unpaid time off to care for dependents.
- iii. To undertake civil or public duties.
- iv. To discharge duties as an officer of a recognised trade union.
- v. To participate as a member in the affairs of a recognised trade union.
- vi. To seek alternative employment or to arrange re-training for such alternative employment where the Member has been made redundant.
- vii. To visit other institutions (either UK or overseas) on an exchange, secondment or other basis, not being Study Leave or Leave to Accept an Externally-funded Award as described in [Ordinance XV](#).

b) Leave of Absence

It is recognised that a Member may wish to apply for leave of absence, normally without pay, for purposes not included in (a) above or in [Ordinance XV](#) (Study Leave and Leave to Accept an Externally-funded Award), for example, to have a career break to devote an extended period to child or elder care.

c) Conditions

- i. Special Leave and Leave of Absence for any period up to four weeks may be granted at the discretion of the Head of the Department or Dean of School for the purposes set out above, subject to the Provost or the Chief Operating Officer (for support services staff) being informed and, except in the case of compassionate leave, to suitable arrangements being made to cover the applicant's duties. Written applications, stating the purposes for which leave is sought and the proposed arrangements for meeting those purposes, should be made as far in advance as possible. Normally, except for compassionate leave, no less notice should be given than the length of time for which leave is sought. If the Head of Department or Dean of School declines to approve the application, the Member may invoke the grievance procedure.

ii. Special Leave and Leave of Absence, on financial terms to be agreed, for periods greater than four weeks, but less than nine months, may be granted at the discretion of the Provost or the Chief Operating Officer (for support services staff). Application shall be made in writing through the Member's Head of Department or Dean of School, stating the purposes for which leave is sought, as soon as possible and normally no less than six months in advance. The applicant's Head of Department or Dean of School shall be required to express an opinion to the Provost or Chief Operating Officer on the application, particularly in regard to the proposed period of leave and to any arrangements for discharging the member's duties within the University during such a period. If the Provost or Chief Operating Officer declines to approve the application, the Member may invoke the Grievance procedure.iii. All applications for Special Leave and Leave of Absence for periods greater than nine months and also any applications which the Provost or Chief Operating Officer considers to raise issues of principle shall be referred to the Vice-Chancellor for consideration.

iv. All decisions on applications for Special Leave or Leave of Absence in excess of three months shall be reported to Council.

v. A member of the academic staff who is granted Special Leave or Leave of Absence in excess of six months shall not, except at the invitation of Senate, undertake any teaching, examining or associated duties within the University. An employee who is granted special leave or leave of absence in excess of six months shall be deemed to have resigned from any committees or other bodies of the University to which they may have been elected, appointed or co-opted with effect from the first day of their leave, and shall forego active participation in the affairs of any committee or University body of which they are an ex-officio member during the period of their leave.

14. Study Leave

Members of staff in the Research and Teaching job family shall be entitled to apply for study leave in accordance with [Ordinance XV](#).

15. Sickness and Sickness Benefit

a) In the event of absence due to sickness or injury, notification must be given, by telephone or in writing, to the Head of Department or Dean of School on the first day of absence, or as soon as reasonably practicable thereafter. In the case of late notification of incapacity without good cause, the University may withhold an appropriate amount from any payment of sickness benefit. Employees should use a self-certification form to cover the first 7 days of absence. For absences of more than 7 (calendar) days, employees will be required to submit a medical certificate from a doctor to the Head of Department or Dean of School.

b) Members of staff are entitled to the following sickness benefit subject to the required medical certification of absence:

During the first year of service>	Two months' full pay and (after completing four months service) two months' half pay
During the second year of service	Three months' full pay and three months' half pay

During the third year of service	Four months' full pay and four months' half pay
During the fourth and subsequent years of service	Six months' full pay and six months' half pay

The Council has discretionary powers to extend these benefits.

The full pay allowance is the amount which when added to statutory sick pay, state sickness or invalidity benefits, compensation payments or any other payments under any Social Security or Compensation legislation is the equivalent of the Member's normal full pay.

The half pay allowance is a sum equal to half normal pay plus any of the above benefits received, or receivable, provided that such sum shall not exceed normal full pay.

The entitlement during any period of absence shall be ascertained by deducting from the Member's entitlement any periods of paid sickness absence during the twelve months immediately preceding the first day of the current absence.

c) A Member who is absent as the result of an accident shall not be entitled to sickness pay if damages may be receivable from a third party in respect of the accident. In such event the University may, having regard to all the circumstances, advance to the Member a sum not exceeding the sickness allowance otherwise payable under this Condition, subject to the Member undertaking in writing to refund to the University the total amount of such sum or proportion thereof represented in the damages received. Any period of incapacity for work in such a case where a refund of the sum advanced to the Member is made in full shall not be recorded for the purpose of this Condition. Where however a refund is made in part only the University shall have discretion as to what extent the period of incapacity shall be recorded.

d) Qualifying days for payment of statutory sick pay shall be those days on which the Member is normally required to work under a contract of employment.

e) The University may at any time require any Member who is unable to perform their normal duties as a consequence of a medical condition to undergo an examination by a medical practitioner nominated by the University. The costs of any such examination will be borne by the University.

f) Detailed guidance can be found in the [Sickness Policy](#)

16. Duration and Termination of Appointment

a) Following the application of appropriate procedures as set out in these Conditions of Service (e.g. discipline, capability, probation, ill-health) the University may terminate the appointment of a Member by giving notice in writing to expire at any time as follows:

Academic Staff (including Research Fellows and Senior Research Fellows); Members of the Management & Specialist job family; Teaching & Scholarship job family and Technical Services	three calendar months
--	-----------------------

job family at grade 6 and above	
Research Staff other than Senior Research Fellows and Research Fellows	one calendar month (or such longer period as is required by law)

b) A member may resign at any time by giving notice in writing to their Head of Department or Dean of School to expire as follows:

Academic Staff (other than Senior Research Fellows and Research Fellows); Members of the Management & Specialist job family; Teaching & Scholarship job family and Technical Services job family at grade 6 and above	Three calendar months
Senior Research Fellows and Research Fellows	two calendar months
Research Staff other than Senior Research Fellows and Research Fellows	one calendar month

c) The appointment of a Temporary Member shall ipso facto cease at the expiration of its limited period.

(d) Termination of Appointment on Medical Grounds – [See Managing Sickness Absence Policy and Procedure](#), other than Academic Staff- including Research Fellows and Senior Research Fellows (see Statute XXI Part IV).

17. Travelling Expenses and Subsistence Allowance

The University shall reimburse expenditure incurred by Members travelling on approved University business in accordance with such [conditions promulgated by the University](#).

18. Death Benefit

In the event of a Member dying whilst in the service of the University before retiring on pension, the University may at its discretion pay to such one or more of the dependants of the deceased Member sums as follows:

During the first year of service	1 month's salary
One to two years' service	2 months' salary
Two to three years' service	3 months' salary
Three to four years' service	4 months' salary
Four to five years' service and thereafter	5 months' salary

The word 'dependent' shall, in this context, have the same meaning as it has for the purposes of Income Tax rules and if, and to such an extent as, such meaning does not

include any person who is or was wholly or in part dependent on the earnings of the deceased Member, the expression includes any such person by way of addition.

19. Discipline

(N.B. This Condition does not apply to Academic Staff - see [Statute XXI Part III](#))

The following procedure does not apply to the termination of a Member's appointment for any reason which is not disciplinary or to the termination of appointment of a probationary Member.

(a) In the event of formal disciplinary action being considered necessary the normal procedure will be:

(i) a first oral warning given by the Member's Head of Department or Dean of School or a nominee. A record of this warning shall be placed on the Member's personal file but it will be spent after 12 months subject to satisfactory conduct and performance;

(ii) a second oral warning normally given by the Member's Head of Department or Dean of school or a nominee in the presence of a representative of the trade union appropriate to the Member's employment or other colleague. A record of this warning shall be placed on the Member's personal file but it will be spent after 12 months subject to satisfactory conduct and performance;

(iii) after consultation with the appropriate University officer(s) the Head of Department or Dean of School will issue a final warning in writing which shall indicate the possible consequences of future indiscipline. A copy of this warning will, if desired by the Member, be given to a representative of the trade union appropriate to the Member's employment. A copy of this warning shall be placed on the Member's personal file but it will be spent after 2 years subject to satisfactory conduct and performance;

(iv) for further indiscipline the Member may be transferred, demoted or dismissed with the appropriate period of notice.

(b) In the case of serious misconduct it may not be practicable to follow this extended procedure and the University reserves the right to begin the disciplinary process at stage (ii) or (iii) or to suspend the Member on full pay whilst investigating the matter and subsequently to summarily dismiss the Member.

(c) The Member shall be entitled to appeal against any formal disciplinary action taken including dismissal in accordance with the appeals' procedure set out in Appendix Three. In every case where formal disciplinary action is taken a copy of the appeals procedure document shall be furnished to the Member concerned at the time of notification of the disciplinary action.

20. Grievance Procedure

(N.B. This Condition does not apply to Academic Staff - see [Statute XXI Part VI](#))

An employee may raise a grievance about action which the University has taken or is contemplating taking in relation to them, or the actions of work colleagues.

1) **Informal stage.** In the first instance an employee should discuss the matter informally with their immediate Supervisor or line manager.

2) **Formal stage.** If the matter is not resolved and the employee wishes to raise a formal grievance they must set out the details in a written statement that should be sent to their Head of Department or Dean of School. [If the grievance refers to the actions of their Dean of School the statement should be sent to a Pro Vice Chancellor or in the case of non-Faculty sections, the Chief Operating Officer.] The person considering the grievance will meet the employee to discuss the matter within 10 working days of receipt of the written statement. The employee may be accompanied by a work colleague or a union representative at this meeting. In some cases it may be necessary to adjourn the meeting to allow for an investigation of the issues to take place. Within 10 working days of the meeting, or any resumed meeting, the person considering the grievance will send the employee a written statement of their decision and the reasons for it. The employee will be notified of their right to appeal if they are not satisfied with the outcome.

3) **Appeal stage.** An employee who is not satisfied with the decision reached at the first formal stage will have 20 working days in which to lodge an appeal by submitting a written statement stating the grounds for the appeal. If an appeal is not lodged within this period no further action will be taken on the grievance. All interested parties will be informed that the grievance procedure has been concluded.

Appeals against decisions made by Heads of Departments must be sent to the Dean of School or in the case of non-Faculty sections, the Chief Operating Officer. Appeals against formal stage decisions by a Dean or the Chief Operating Officer must be sent to a Pro Vice Chancellor. The person hearing the appeal must not have been previously involved in any way with the grievance or be a line manager for the employee bringing the grievance. The person hearing the appeal will meet the employee to discuss the matter within 10 working days of receipt of the written statement. The employee may be accompanied by a work colleague or a union representative at this meeting. Within 10 working days of the meeting the person considering the appeal will send the employee a written statement of their decision and the reasons for it. This decision will be final.

Any person(s) named in a grievance will have the right a) to receive a copy of the grievance statement, and b) to present a written statement answering the grievance with 5 working days notice. They may also be requested to answer questions at the formal or appeal stage meetings and may be accompanied by a work colleague or a union representative.

In exceptional circumstances it may be necessary to extend the time limits set out in the above procedure.

Outcomes

Depending on the nature of the grievance the outcomes from a complaint being upheld may include; an alteration of working practices, a change to conditions of service or disciplinary or other action taken against other employee(s).

An employee who raises a grievance that is not upheld and is found to be vexatious or malicious may face disciplinary action.

21. Security of Employment

The University has the right to re-deploy staff from one post or area to another. The [Redeployment Policy](#) sets out provisions for re-deployment and the procedures to be followed if redundancies are necessary. There is also an agreed [Code of Practice on Security of Employment](#). (Appendix 1).

22. Copyright, Inventions, Discoveries and Patents

The University seeks to maximise the worth and use of the information resources that it provides for the benefit of members in their duties and expects that reproduction of copyright material will be a normal part of a member's activities. To this end, members are required to reproduce material in a proper manner, whether by means of legislative permissions, by licence or by direct permission from rights holders. For further information see the University's Copyright web pages at <http://www.lboro.ac.uk/admin/copyright>.

All copyright and/or database rights in all work produced by a Member (including but not limited to all literary works, software, firmware, courseware, and related material) arising as a result of their work for the University shall belong to the University with the following exceptions:

1. Save for any intellectual property contained or referenced within the same (that the University claims under Condition 26), or emanating from specifically commissioned work as well as externally supported and/or collaborative research, the University shall not assert any claim to the ownership of copyright and/or database rights in research outputs.
2. Copyright of reading lists is jointly owned by the University and the member responsible for its creation.

If a work consists of any other material produced in the course of a Member's duties, the University will negotiate with the author or artist on whether or not the Member shall enjoy or participate in the benefit of any copyright and/or database right in said material (and if so on what terms).

Where the University does not assert any claim to ownership of copyright/database right (as detailed above) the Member shall own such copyright/database right, subject to granting to the University an irrevocable royalty-free perpetual licence to copy such materials onto any University electronic repository, including the right (without seeking consent) to make necessary changes in accordance with technical requirements of such repository.

All copyright and/or database rights in all work produced by a Member (including but not limited to all literary works, software, firmware, courseware, and related material) arising as a result of their work for the University shall belong to the University with the following exceptions:

Save for any intellectual property contained or referenced within the same (that the University claims under this Condition), or emanating from specifically commissioned

work as well as externally supported and/or collaborative research, the University shall not assert any claim to the ownership of copyright and/or database rights in:

- (i) Research outputs in the form of: academic publications (including the publication of an abstract, article, data sets or paper in a journal or electronic repository, or its presentation at a conference or seminar, or its record of discussion in academic seminars, tutorials and lectures, or books, theatrical works (including plays), musical works (including lyrics and scores), or other artistic works.
- (ii) Audio or visual aids created to support the delivery of lectures, tutorials or other class contact sessions.
- (iii) Student theses or project reports
- (iv) Test / examination questions and/or model answers.

If a work consists of any other material produced in the course of a Member's duties, the University will negotiate with the author or artist on whether or not the Member shall enjoy or participate in the benefit of any copyright and/or database right in said material (and if so on what terms).

Where the University does not assert any claim to ownership of copyright/database right (as detailed above) the Member shall own such copyright/database right, subject to granting to the University an irrevocable royalty-free perpetual licence to copy such materials onto any University electronic repository, including the right (without seeking consent) to make necessary changes in accordance with technical requirements of such repository.

If at any time during an engagement any Member shall either alone or jointly with any person or persons make or discover any invention which might reasonably be considered to be patentable or capable of commercial exploitation whether in the course of carrying out duties expressly assigned by the University or relating to any articles matters or processes which are or have been the subject of investigation examination research or design by the University such Member shall promptly give to the Chief Operating Officer of the University full information and particulars in relation thereto fully freely and confidentially (disclosing the same to no other person firm or Company) and at the request and cost of the University shall

(i) join with and assist the University (or its nominee as the University shall direct) in obtaining Letters Patent or other protective rights in relation thereto in any parts of the world;

(ii) generally from time to time at the request and cost of the University execute and do all documents acts and things which the University may require for the purposes of vesting in the University (or as the University shall direct) and the Member the sole beneficial right to an interest in every such invention and all Letters Patent or other protective rights which may have been obtained in relation thereto.

The University shall be entitled to undertake the further development and exploitation of the invention and the Member shall do all things necessary to assist the University in respect thereof including Without Prejudice to the generality of the foregoing any one or more of the following or such other thing(s) as the University may direct:

- (i) refer the invention to a third party for assessment and if it thinks fit exploitation under its auspices;
- (ii) apply or join with the University in applying for patent protection in the United Kingdom or elsewhere;
- (iii) enter into appropriate agreements for protecting the secrecy of the invention unless and until it is patented;
- (iv) collaborate with the University in the exploitation of the invention.

Without prejudice to the rights of the University under the foregoing sub- paragraph the University (save in the course of sponsored research where the benefits of the results of a project may be the property of the sponsor) will in case the University obtains Letters Patent in respect of any such invention for its own absolute and beneficial use and turns the same to profitable account pay half of the net resulting profit to the Member or among the Members concerned with the invention (and if there be more than one such Member in such proportions between them as the University shall unilaterally direct). Such net resulting profit shall be struck after providing for the reimbursement to the University of all the costs and payments incurred in and about applying for and obtaining protective rights for the invention and in developing and turning or seeking to turn it to profitable account and (if the University so requires but not otherwise) a fair and reasonable charge for any use made by the Member or Members concerned with the invention of University property equipment and personnel in investigating and developing the invention. For the avoidance of doubt the provision for the division of net profit does not and is not intended to supersede the Member's rights under the Patent Act 1977 or any amendment thereto.

(Save in the case of inventions touching sponsored research) if after any such invention has been communicated to the University the University does not desire to acquire the exclusive benefit thereof then on receipt of written notice to that effect from the Chief Operating Officer of the University the Member or Members of staff concerned with its discovery shall be free to protect the same at their own cost and retain for themselves the exclusive rights thereto. Such notice by the Chief Operating Officer shall be given within a reasonable period but in no case shall it exceed a period of six months from the date of communication.

The application of the provisions of this Condition may only be varied by agreement in writing with the Chief Operating Officer of the University.

23. Protection of Rights

(a) In accordance with the general expression of its Charter the University is committed to a policy of equality and diversity in which all individuals are selected for appointment, given access to training facilities, considered for promotion or other salary advancement, and otherwise treated solely on the basis of their individual merits and

abilities with a view to ensuring that no individual receives less favourable treatment on any ground not compatible with good employment practice.

(b) All Members are free to communicate their political, religious, social and academic views in private and in public provided that this is explicitly done in their own name and not in the name of the University and that the communication does not refer to any connection with the University unless it is relevant to the subject matter of the Member's communication.

24. Capability Procedure

(N.B. This Condition does not apply to Academic Staff - see [Statute XXI Part III](#))

Currently under discussion

25. Appeals

Members may appeal against decisions taken with regard to discipline (condition 19); capability (condition 25); redundancy (Redundancy policy and Appendix One: Code of Practice on the use of fixed term contracts); probation (condition 7); termination of appointment on medical grounds (condition 15); and promotion from Lecturer to Senior Lecturer (Grievance Procedure). Details of the appeals' procedures will be found in the relevant sections of these Conditions.

26. Extra-Curricular Activities and Outside work

(a) Academic staff Members are encouraged to undertake such paid extra-curricular activities as are normally associated with holders of academic posts in universities e.g. authorship external examining; book reviewing; advising on publications; providing articles, broadcasts and lectures; and committee work, provided that in sum these activities do not adversely affect the proper prosecution of their University duties. Unlike outside work no special permission to undertake such activities is required, but Members will notify their Head of Department or Dean of School of the extent of their commitments and Heads of Departments and Deans of Schools will notify their own commitments to the Vice- Chancellor.

Outside work

a) Academic staff Members are encouraged to undertake consultancy work provided that it does not adversely affect the proper prosecution of their University duties.

b) Academic-related staff Members are encouraged to undertake those outside activities which contribute to their professional development including the membership of committees and working parties concerned with matters which affect their professional interests provided that in sum these activities do not adversely affect the proper performance of their University duties.

c) The arrangements under which outside work, including consultancy work, may be undertaken are those approved by University Council ([Extra -Curricular and Outside Work Guidelines](#)). All staff wishing to undertake such activities are required to follow

carefully the procedures there laid down. Consent to undertake outside work may be withdrawn at any time for sufficient reason.

d) Where permission is granted to an individual to undertake outside work in a private capacity, the work must emanate from the individual's private address and it is the responsibility of the individual member of staff to inform the client in writing in advance of undertaking the work that the member alone is responsible for the advice given and that the University accepts no liability. Furthermore, the member of staff is required to provide the University with a written indemnity in respect of any liability attaching to the University when permission to undertake the work is being sought.

e) A Member wishing to accept a retainer or regular payment for consulting work must obtain the prior approval of their Head of Department or Dean of School who shall give approval if reasonably satisfied that acceptance of the work will not interfere with the duties of the Member and that it will not be an embarrassment to the University in its negotiations with other bodies. Such approval may be withdrawn at any time for sufficient reason.

Appendix One

Code of Practice on Security of Employment

Preamble

The achievement of the University's strategic goals depends upon having a flexible and highly motivated workforce. The University recognises that this will best be achieved in a climate of maximum possible security of employment. It will do all it can to maintain such a climate but the ever changing financial context of higher education means that both the University and its employees will have to show flexibility and adaptability if this goal is to be reached.

This Code of Practice sets out the approach to flexibility that is required and deals with the difficult issues that may have to be faced in situations where redundancies become inevitable. It applies to all academic and related staff employed on open ended contracts where the normal expectation may be for employment until retirement. There are particular considerations with regard to Academic Staff laid on the University by Statute XXI (the 'Model Statute') but the Code also applies the redundancy provisions of the Statute to academic related staff. A separate Code of Practice (Appendix Two) covers the use of fixed term contracts; the translation from fixed term to indefinite contracts and the procedures to be used in any subsequent redundancy situations.'

Re-deployment

It is important for employees and managers to recognise that the University is the employer and must have ultimate control over the placement of the workforce. Although many employees can expect to spend all of their career in the area of the University to which they are initially appointed re-deployment from one post or area to another may become necessary to respond to changing priorities and/or to help avoid redundancies. Re-deployment can be authorised only by the Operations Committee, acting on behalf of and reporting decisions to Council. The circumstances which may lead to a proposal for re-deployment may vary but in all cases a reasoned written proposal must be put to the relevant trades union with at least two weeks allowed for a written response. The proposal and any response will then be considered by the Operations Committee, and in all cases the following shall apply:

- * An individual's existing salary and salary expectations in their current grade will not be reduced.
- * Any re-training will be fully funded by the University (including travel and accommodation costs if necessary).
- * If a subsequent vacancy occurs in the area from which an employee has been re-deployed that employee will not be denied the opportunity of being considered for that vacancy.
- * When any re-deployment involves a change of Conditions of Service the employee concerned will retain any more favourable conditions on an individual basis for a transitional period of 12 months.

* Individual employees will have the right to use the Grievance Procedure if they feel that re-deployment is inappropriate.

Redundancy

The University commits itself to avoid the use of compulsory redundancy wherever possible and to work with the relevant trades unions to explore all possible alternatives to compulsory redundancy. It is committed to careful forward planning and management of resources in order to seek to ensure security of employment for all its employees and to sharing any financial or staffing information which may be relevant to the employment security of employees with the relevant trades union at the earliest possible opportunity.

The University will not use redundancy as a surrogate for any other, more appropriate, form of action. In particular, the University will not initiate the procedures in this Code where the use of managerial action to improve poor performance or the use of disciplinary procedures would be appropriate.

Redundancy situations can arise through financial pressures, organisational change or advances in technology. Any proposals to declare an individual post or groups of posts redundant must be placed before the Operations Committee. If the Committee accepts the proposal it shall arrange for consultations to begin with the relevant trades unions. In the case of an individual post the post holder shall also be consulted at this stage. These consultations shall include a statement of the reasons for declaring the redundancies and the exploration of alternatives to redundancy, which may include early retirement, voluntary redundancy or re-deployment.

If, following these consultations, the Operations Committee still sees a need for compulsory redundancies it shall make a recommendation to Council for the appointment of a Redundancy Committee. This Committee will be constituted as provided for under Statute XXI Part II but it shall be competent to consider proposals relating to any staff group. During the period when redundancies are being considered there shall be no recruitment of new employees in the relevant staff groups to the areas under discussion.

The Redundancy Committee shall determine the criteria to be used having regard to the principles set out below. It shall then select employees for compulsory redundancy in accordance with the criteria. The individuals so selected shall be consulted and supplied with details of the factors used in the selection process. Following this consultation the Committee will make a recommendation to Council. This recommendation shall include details of the selection criteria that have been used. If Council accepts the recommendation the employees in question will be given six months notice plus a statutory redundancy payment. Copies of the minutes of the Redundancy Committee shall be made available to the relevant trades unions.

Selection Criteria

Individual posts

Where an individual post has been identified for redundancy the criteria will be met if the Redundancy Committee is satisfied that no other similar post exists in the same area of

the University. If it determines that other similar posts do exist the criteria set out below for multiple posts shall apply.

Multiple posts

The overall aim of the selection criteria are to be fair to all concerned whilst balancing the need to retain the workforce needed for the future well-being of the University. Precise criteria will be drawn up by the Redundancy Committee in the light of each redundancy situation with the following factors normally taken into account:

- * Skills and qualifications needed for the future
- * Standard of work performance
- * Attendance
- * Disciplinary record
- * Length of service

Most weight will be given to the first two factors. Care will be taken to ensure that objective measures, including existing performance indicators, are used wherever possible and that the criteria do not discriminate unfairly. The trades unions will be given an opportunity to comment on the criteria before the Redundancy Committee begins to apply them.

Appeals

Appeals against the application of the selection criteria can be made under the Grievance Procedures set out in the Conditions of Service or for Academic Staff as provided in Statute XXI.

Appendix Two

Code of Practice on the use of fixed term contracts

1) The University acknowledges that fixed term contracts are not good models for long-term employment and is committed to reducing their use. It recognises the responsibilities placed on it by the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002. In all cases where fixed term contracts are proposed or in place there should be objective reasons for their use. Objectives reasons or circumstances could include those set out below. If the University proposes to use a fixed term contract in any other circumstance the reasons will be discussed with the relevant trades union.

- * the post requires specialist expertise or recent experience not already available within the University in the short term
- * the post is needed to cover staff absence as appropriate (e.g. parental or adoptive leave, long-term sickness, sabbatical leave or secondment to another organisation)

- * the contract is to provide a secondment or career development opportunity
- * there is a need for short term input from specialist practitioners
- * the student or other business demand can be clearly demonstrated as exceptionally uncertain
- * that there is no reasonably foreseeable prospect of short-term funding being renewed nor other external or internal funding being available or becoming available.

2) This last reason would normally include initial fixed term appointments, and short term extensions, that are supported by externally funded projects. Each appointment shall be for the length of funding agreed by the external body. Before any fixed term contract is offered, or extended, a statement of the objective reasons for its use must be produced by the recruiting department and agreed with Human Resources.

3) The Guide to Best Practice produced by the national Research Careers Initiative Working Group on Career Management indicates that a long-term career as a contract researcher within higher education is not possible or desirable for the majority of staff. In contrast to other staff groups, Universities have an obligation to provide training and experience for contract research staff so that they can then meet the needs of other employers in industry and society. Many research staff will form part of this vital flow of people at the end of their first University contract. The University is committed to providing training and careers support and guidance to assist with this transition to other employment.

4) Statutory redundancy payments will be made to employees whose fixed term contracts expire after two years service. Payments to employees whose fixed term contracts expire after more than five years will not be subject to the statutory limit on weekly earnings.

5) It is the University's expectation that it will be exceptional for employees to remain on fixed term contracts for periods exceeding four years. Each employee who remains in employment on a fixed term contract for such a period will have their position reviewed to see whether there are objective reasons, as set out above, for the continuation of the time limits on their appointment. If objective reasons cannot be established their contract will automatically become indefinite. Individuals who do not have the time limits removed will be given details of the reasons for this decision and will be able to appeal through the normal grievance procedures.

6) Heads of Departments will monitor the funding arrangements for employees transferred from fixed term to indefinite contracts. If the funding for an appointment ceases and there is no reasonable prospect of other funding becoming available within the Department the Head will consult with Human Resources on the possibility of employment elsewhere in the University. If no suitable alternative is identified Human Resources will send a statement to the post holder indicating that their employment is likely to terminate. At the same time the Head will invite the post holder to a meeting to discuss the situation and consider any proposals the post holder has for the continuation of their employment. If, following this meeting, the Head cannot identify further funding or a suitable alternative post they will make a written recommendation to the Operations Committee for the termination of the post. The post-holder will be given

a copy of this recommendation. If the Operations Committee upholds the recommendation* the statutory redundancy provisions will apply and Human Resources will give the post holder written notice in accordance with their Conditions of Service. At the same time the post holder will be informed of their rights to lodge an appeal in accordance with the procedures set out in Appendix Three.

* For Research Fellows or other members of the Academic Staff the provisions of Statute XXI Part II will apply at this stage.

7) The Operations Committee can approve proposals to offer indefinite contracts to core employees in the larger self-funding Institutes/Sections on the understanding that compulsory redundancies may be needed if the financial position in these units worsens. In this context core employees are those whose activities are central to the continued functioning and development of the Institute/Section in question. The use of a fixed term contract for any employee in these units would have to be supported by objective reasons.

Appendix Three Appeals Procedure

(For all employees other than those covered by Statute XXI - Academic Staff)

1. Appeals against formal actions, including dismissal

Appeals against formal actions, including dismissal, will be considered solely in accordance with the following procedure. It is the University's intention that this procedure shall in no way detract from an employee's right to pursue a further appeal under current legislation. In every case where formal action is taken, a copy of this procedural document shall be furnished to the employee concerned along with the notification of the action.

2. Appeals against actions short of dismissal

a) An appeal against any action short of dismissal shall be heard by the relevant Dean (or a Pro Vice-Chancellor in respect of non faculty employees). Where a Dean is unable to hear the appeal because of prior involvement in the case a Pro Vice-Chancellor shall take their place.

b) An employee who wishes to appeal against formal action short of dismissal shall notify their Head of Department or Dean of School and the Director of Human Resources in writing of the intention to appeal. This must be done within two working weeks of receiving notice of the action. Appended to the notification sent to the Director of Human Resources shall be a signed written statement stating fully the grounds for the appeal and setting out any mitigating circumstances.

c) The appellant's Head of Department or Section shall prepare a full statement of the circumstances of the case including dates of any action taken and copies of any record made or document issued in relation to the case. The statement will be sent by the Head of Department or Section to the Director of Human Resources not later than one working week after receipt of notification of intention to appeal.

d) When both statements have been received the Director of Human Resources shall send a copy of each statement to the appellant and the Head of Department or Dean of School respectively.

e) The Director of Human Resources shall provide copies of all documents relevant to the appeal to the person hearing the appeal and arrange for a hearing to be held as soon as possible. The appellant and the Head of Department or Dean of School shall each have the right of appearance, accompanied by a colleague of their choice (who may for this purpose be a full-time official of the trade union appropriate to their employment), at the hearing.

f) At the discretion of the person hearing the appeal the appellant and the Head of Department or Dean of School shall each have the right to call witnesses. The person hearing the appeal shall also be entitled to call before them any person who they consider might have information relevant to the case or who in their opinion might otherwise be of assistance in their deliberations. They may permit any person called before them to be questioned by either party to the appeal or their colleague.

g) The person hearing the appeal shall publish their decision to all parties to the appeal and, where appropriate, may direct that any reference to the action taken which led to the appeal be expunged from the appellant's personal file.

3. Appeals against dismissal

(a) An appeal against dismissal shall be heard by a panel of three persons. The composition of the panel shall be as follows:

* a Chair, who shall be a lay member of Council nominated by the Chair or Vice Chair of Council, either of whom may nominate themselves

* a member, who shall not be from the same department or section as the appellant, shall not have a line management relationship with the appellant and who shall not have been involved in the action which led to the appeal, nominated by the Chair or Vice-Chair of Council.

* a member, who must be an employee of the University, who must not have been involved in the action which led to the appeal, and who may be a member of the union recognised by the University as appropriate to the appellant's employment, nominated by the appellant. Where the appellant is unable to make a nomination due to ill-health the Vice-Chancellor will nominate this member.

In ill-health dismissal cases where an Appeal Panel, following its initial scrutiny of the original appeal, feels that it would assist their decision making abilities, a medical practitioner or appropriately qualified adviser can also be called as an adviser to the Panel.

(b) An employee who wishes to appeal against dismissal shall notify their Head of Department or Dean of School and the Director of Human Resources in writing of the intention to appeal and indicating a nominee to the Appeal Panel. This must be done within ten working days of receiving notice of dismissal. In exceptional circumstances, the University will consider extending the time limit for submission of the appeal by a

further five working days but only if the request for the extension is made within the ten working day time limit. Appended to the notification sent to the Director of Human Resources shall be a signed written statement stating fully the grounds for the appeal and setting out any mitigating circumstances.

(c) The appellant's Head of Department, or Section, shall prepare a full statement of the circumstances of the case including dates of any action taken and copies of any record made or document issued in relation to the case. The statement will be sent by the Head of Department or Dean of School to the Director of Human Resources not later than five working days after receipt of notification of intention to appeal.

(d) When both statements have been received the Director of Human Resources shall send a copy of each statement to the appellant and the Head of Department or Dean of School respectively.

(e) The Director of Human Resources shall arrange for the Appeal Panel to meet on as soon as possible and shall provide the members of the Panel with copies of all documents relevant to the appeal. The appellant and the Head of Department or Dean of School shall each have the right of appearance, accompanied by a colleague of their choice (who may for this purpose be a full-time official of the trade union appropriate to their employment), before the Panel.

(f) At the discretion of the Appeal Panel the appellant and the Head of Department or Dean of School shall each have the right to call witnesses. The Panel shall also be entitled to call before it any person who it considers might have information relevant to the case or who in its opinion might otherwise be of assistance in its deliberations. The Panel may permit any person called before it to be questioned by either party to the appeal or their colleague.

(g) The Appeal Panel shall attempt to reach a unanimous opinion but where this proves not possible a majority opinion shall be conclusive. The Panel may adjourn its proceedings if necessary but it shall make every effort to conclude its proceedings on the same day.

(h) The Chair of the Appeal Panel shall publish the Panel's decision to all parties to the appeal and, where appropriate, shall direct that any reference to the action taken which led to the appeal be expunged from the appellant's personal file.

Suggested Order for Conduct of Appeal Hearings

1. The person hearing the appeal or Chair of the Appeal Panel will open the hearing by setting out the following procedures:
2. The Head of Department or Dean of School shall present their case and witnesses.
3. The Appellant and person(s) hearing the appeal may ask questions of the Head of Department or Dean of School and witnesses.
4. The Appellant shall present their case and witnesses.

5. The Head of Department or Dean of School and person(s) hearing the appeal may ask questions of the Appellant and witnesses.
6. The Head of Department or Dean of School shall sum up their case.
7. The Appellant shall sum up their case.
8. Both sides shall withdraw until the panel reaches a decision.
9. The person(s) hearing the appeal shall deliberate in private and shall be able to recall both parties to clear points of uncertainty on the evidence already given. If recall is necessary both parties are to return, notwithstanding only one is concerned with the point in question.
10. The person(s) hearing the appeal shall announce the decision to the parties in person.

Appendix Four Statute XXI

Only for Professors, Readers, Senior Lecturers, Lecturers, Research Fellows and Senior Research Fellows

Redundancy (Statute XXI Part II)

8 This Part enables the Council, as the appropriate body, to dismiss any member of the academic staff by reason of redundancy.

Exclusion from Part II of persons appointed or promoted before 20th November 1987

9 (i) Nothing in this Part shall prejudice, alter or affect any rights, powers or duties of the University or apply in relation to a person unless:

(a) his appointment is made, or his contract of employment is entered into, on or after 20th November 1987; or

(b) he is promoted on or after that date.

(ii) For the purposes of this paragraph in relation to a person, a reference to an appointment made or a contract entered into on or after 20th November 1987 or to promotion on or after that date shall be construed in accordance with subsections (3) to (6) of section 204 of the Education Reform Act 1988.

The Appropriate Body

10 (i) The Council shall be the appropriate body for the purposes of this Part.

(ii) This paragraph applies where the appropriate body has decided that it is desirable that there should be a reduction in the academic staff:

(a) of the University as a whole; or

(b) of any school, department or other similar area of the University by way of redundancy.

11 (i) Where the appropriate body has reached a decision under paragraph 10(ii) it shall appoint a Redundancy Committee to be constituted in accordance with sub-paragraph (iii) of this paragraph to give effect to its decision by such date as it may specify and for that purpose:

(a) to select and recommend the requisite members of the academic staff for dismissal by reason of redundancy; and

(b) to report their recommendation to the appropriate body.

(ii) The appropriate body shall either approve any selection recommendation made under sub-paragraph (i), or shall remit it to the Redundancy Committee for further consideration in accordance with its further directions.

(iii) A Redundancy Committee appointed by the appropriate body shall comprise:

(a) a Chairman; and

(b) two members of the Council, not being persons employed by the University; and

(c) two members of the academic staff nominated by the Senate.

Notices of Intended Dismissal

12 (i) Where the appropriate body has approved a selection recommendation made under paragraph 11(i) it may authorise an officer of the University as its delegate to dismiss any member of the academic staff so selected.

(ii) Each member of the academic staff selected shall be given separate notice of the selection approved by the appropriate body.

(iii) Each separate notice shall sufficiently identify the circumstances which have satisfied the appropriate body that the intended dismissal is reasonable and in particular shall include:

(a) a summary of the action taken by the appropriate body under this Part;

(b) an account of the selection processes used by the Redundancy Committee;

(c) a reference to the rights of the person notified to appeal against the notice and to the time within which any such appeal is to be lodged under Part V (Appeals); and

(d) a statement as to when the intended dismissal is to take effect.

Discipline, Dismissal and Removal from Office (Statute XXI Part III)

(See Also Ordinance XXXV)

13 (i) Minor faults shall be dealt with informally.

(ii) Where the matter is more serious but falls short of constituting possible good cause for dismissal the following procedure shall be used:

Stage 1 - Oral Warning

If conduct or performance does not meet acceptable standards the member of the academic staff will normally be given a formal ORAL WARNING. The member will be advised of the reason for the warning, that it is the first stage of the disciplinary procedure and of the right of appeal under this paragraph. A brief note of the oral warning will be kept but it will be spent after 12 months, subject to satisfactory conduct and performance.

Stage 2 - Written Warning

If the offence is a serious one, or if a further offence occurs, a WRITTEN WARNING will be given to the member of the academic staff by the Head of Department. This will give details of the complaint, the improvement required and the timescale. It will warn that a complaint may be made to the Registrar seeking the institution of charges to be heard by a Tribunal appointed under paragraph 16 if there is no satisfactory improvement and will advise of the right of appeal under this paragraph. A copy of this written warning will be kept by the Head of Department but it will be disregarded for disciplinary purposes after 2 years subject to satisfactory conduct and performance.

Stage 3 - Appeals

A member of the academic staff who wishes to appeal against a disciplinary warning shall inform the Registrar within two weeks. A Pro-Vice-Chancellor shall hear all such appeals and his decision shall be final.

Preliminary Examination of Serious Disciplinary Matters

14 (i) If there has been no satisfactory improvement following a written warning given under Stage 2 of the procedure in paragraph 13, or in any other case where it is alleged that conduct or performance may constitute good cause for dismissal or removal from office, a complaint seeking the institution of charges to be heard by a Tribunal appointed under paragraph 16 may be made to the Registrar who shall bring it to the attention of the Vice- Chancellor.

(ii) To enable the Vice-Chancellor to deal fairly with any complaint brought to his attention under sub-paragraph (i) he shall institute such investigations or enquiries (if any) as appear to him to be necessary.

(iii) If it appears to the Vice-Chancellor that a complaint brought to his attention under sub-paragraph (i) relates to conduct or performance which does not meet acceptable standards but for which no written warning has been given under paragraph 13 or which relates to a particular alleged infringement of rules, regulations or by-laws for which a standard penalty is normally imposed in the University or within the school, department

or other relevant area, or is trivial or invalid he may dismiss it summarily, or decide not to proceed further under this Part.

(iv) If the Vice-Chancellor does not dispose of a complaint under sub- paragraph (iii) he shall treat the complaint as disclosing a sufficient reason for proceeding further under this Part and, if he sees fit, he may suspend the member on full pay pending a final decision.

(v) Where the Vice-Chancellor proceeds further under this Part he shall write to the member of the academic staff concerned inviting comment in writing.

(vi) As soon as may be following receipt of the comments (if any) the Vice- Chancellor shall consider the matter in the light of all the material then available and may:

(a) dismiss it himself; or

(b) refer it for consideration under paragraph 13; or

(c) deal with it informally himself if it appears to the Vice-Chancellor appropriate to do so and if the member of the academic staff agrees in writing that the matter should be dealt with in that way; or

(d) direct the Registrar to prefer a charge or charges to be considered by a Tribunal to be appointed under paragraph 16.

(vii) If no comment is received within 28 days the Vice-Chancellor may proceed as aforesaid as if the member concerned had denied the substance and validity of the alleged case in its entirety.

Institution of Charges

15 (i) In any case where the Vice-Chancellor has directed that a charge or charges be preferred under paragraph 14(vi)(d), he shall request the Council to appoint a Tribunal under paragraph 16 to hear the charge or charges and to determine whether the conduct or performance of the member of the academic staff concerned constitutes good cause for dismissal or otherwise constitutes a serious complaint relating to the member's appointment or employment.

(ii) Where the Council has been requested to appoint a Tribunal under paragraph 16 the Registrar or, if he is unable to act, another officer appointed by the Vice-Chancellor shall take charge of the proceedings.

(iii) The officer in charge of the proceedings shall formulate, or arrange for the formulation of, the charge or charges and shall present, or arrange for the presentation of, the charge or charges before the Tribunal.

(iv) It shall be the duty of the officer in charge of the proceedings:

(a) to forward the charge or charges to the Tribunal and to the member of the academic staff concerned together with the other documents therein specified; and

(b) to make any necessary administrative arrangements for the summoning of witnesses, the production of documents and generally for the proper presentation of the case before the Tribunal.

The Tribunal

16 A Tribunal appointed by the Council shall comprise:

- (a) a Chairman; and
- (b) one member of the Council, not being a person employed by the University; and
- (c) one member of the academic staff nominated by the Senate.

Provisions concerning Tribunal Procedure

17 (i) The procedure to be followed in respect of the preparation, hearing and determination of charges by a Tribunal shall be that set out in Ordinances made under this paragraph.

(ii) Without prejudice to the generality of the foregoing such Ordinances shall ensure:

- (a) that the member of the academic staff concerned is entitled to be represented by another person whether such person be legally qualified or not, in connection with and at any hearing of charges by a Tribunal;
- (b) that a charge shall not be determined without an oral hearing at which the member of the academic staff concerned and any person appointed by him to represent him are entitled to be present;
- (c) that the member of the academic staff and any person representing the staff member may call witnesses and may question witnesses upon the evidence on which the case against him is based; and
- (d) that full and sufficient provisions is made:
 - (i) for postponements, adjournments, dismissal of the charge or charges for want of prosecution, remission of the charge or charges to the Vice- Chancellor for further consideration and for the correction of accidental errors; and
 - (ii) for appropriate time limits for each stage (including the hearing) to the intent that any charge thereunder shall be heard and determined by a Tribunal as expeditiously as reasonably practicable.

Notification of Tribunal Decisions

18 (i) A Tribunal shall send its decision on any charge referred to it (together with its findings of fact and the reasons for its decision regarding that charge and its recommendations, if any, as to the appropriate penalty) to the Vice-Chancellor and to each party to the proceedings.

(ii) A Tribunal shall draw attention to the period of time within which any appeal should be made by ensuring that a copy of Part V (Appeals) accompanies each copy of its decision sent to a party to the proceedings under this paragraph.

Powers of the Appropriate Officer where Charges are Upheld by Tribunal

19 (i) Where the charge or charges are upheld and the Tribunal finds good cause and recommends dismissal or removal from office, but in no other case, the appropriate officer shall decide whether or not to dismiss the member of the academic staff concerned.

(ii) In any case where the charge or charges are upheld, other than where the appropriate officer has decided under sub-paragraph (i) to dismiss the member of the academic staff concerned, the action available to the appropriate officer (not comprising a greater penalty than that recommended by the Tribunal) may be:

(a) to discuss the issues raised with the member concerned; or

(b) to advise the member concerned about his future conduct; or

(c) to warn the member concerned; or

(d) to suspend the member concerned for such period as the appropriate officer shall think fair and reasonable, not to exceed 3 months after the Tribunal's decision; or

(e) any combination of any of the above or such further or other action under the member's contract of employment or terms of appointment as appears fair and reasonable in all the circumstances of the case.

Appropriate Officers

20 (i) The Vice-Chancellor shall be the appropriate officer to exercise the powers conferred by paragraph 19 and any reference to the appropriate officer includes a reference to a delegate of that officer.

(ii) Any action taken by the appropriate officer shall be confirmed in writing.

Removal for Incapacity on Medical Grounds (Statute XXI Part IV)

21 (i) This Part makes separate provision for the assessment of incapacity on medical grounds as a good cause for dismissal or removal from office.

(ii) In this Part references to medical grounds are references to capability assessed by reference to health or any other physical or mental quality.

(iii) In this Part references to the appropriate officer are references to the Vice-Chancellor or an officer acting as his delegate to perform the relevant act.

(iv) References to the member of the academic staff include, in cases where the nature of the alleged disability so requires, a responsible relative or friend in addition to (or instead of) that member.

22 (i) Where it appears that the removal of a member of the academic staff on medical grounds would be justified, the appropriate officer:

(a) shall inform the member accordingly, and

(b) shall notify the member in writing that it is proposed to make an application to the member's doctor for a medical report and shall seek the member's consent in writing in accordance with the requirements of the Access to Medical Reports Act 1988.

(ii) If the member shares that view the University shall meet the reasonable costs of any medical opinion required.

(iii) If the member does not share that view the appropriate officer shall refer the case in confidence, with any supporting medical and other evidence (including any medical evidence submitted by the member), to a Board comprising one person nominated by the Council; one person nominated by the member concerned or, in default of the latter nomination, by the Senate; and a medically qualified chairman jointly agreed by the Council and the member or, in default of agreement, to be nominated by the President of the Royal College of Physicians.

(iv) The Board may require the member concerned to undergo medical examination at the University's expense.

Termination of Employment

23 If the Board determines that the member shall be required to retire on medical grounds, the appropriate officer shall direct the Registrar or his delegate to terminate the employment of the member concerned on those medical grounds.

Appeals (Statute XXI Part V) (See Also Ordinance XXXVI)

24 This part establishes procedures for hearing and determining appeals by members of the academic staff who are dismissed or under notice of dismissal or who are otherwise disciplined.

Application and Interpretation of Part V

25. (i) This Part applies:

(a) to appeals against the decisions of the Council as the appropriate body (or of a delegate of that body) to dismiss in the exercise of its powers under Part II;

(b) to appeals arising in any proceedings, or out of any decision reached, under Part III other than appeals under paragraph 13 (Appeals against disciplinary warnings);

(c) to appeals against dismissal otherwise than in pursuance of Part II or Part III;

(d) to appeals against discipline otherwise than in pursuance of Part III;

and

(e) to appeals against decisions reached under Part IV and "appeal" and "appellant" shall be construed accordingly.

(ii) No appeal shall however lie against:

(a) a decision of the appropriate body under paragraph 10(ii);

(b) the findings of fact of a Tribunal under paragraph 18(i) save where, with the consent of the person or persons hearing the appeal, fresh evidence is called on behalf of the appellant at that hearing;

(c) any finding by a Board set up under paragraph 22(iii).

(iii) In this Part references to "the person appointed" are references to the person appointed by the Council under paragraph 28 to hear and determine the relevant appeal.

(iv) The parties to an appeal shall be the appellant and the Registrar and any other person added as a party at the direction of the person appointed.

Institution of Appeals

26 A member of the academic staff shall institute an appeal by serving on the Registrar, within the time allowed under paragraph 27, notice in writing setting out the grounds of the appeal.

Time for Appealing and Notices of Appeal

27 (i) A notice of appeal shall be served within 28 days of the date on which the document recording the decision appealed from was sent to the appellant or such longer period, if any, as the person appointed may determine under sub-paragraph (iii).

(ii) The Registrar shall bring any notice of appeal received (and the date when it was served) to the attention of the Council and shall inform the appellant that he has done so.

(iii) Where the notice of appeal was served on the Registrar outside the 28 day period the person appointed under paragraph 28 shall not permit the appeal to proceed unless he considered that justice and fairness so require in the circumstances of the case.

Persons Appointed to Hear and Determine Appeals

28 (i) Where an appeal is instituted under this Part the Council shall appoint a person described in sub-paragraph (ii) to hear and determine that appeal.

(ii) The persons described in this sub-paragraph are persons not employed by the University holding, or having held, judicial office or being barristers or solicitors of at least ten years' standing.

(iii) The person appointed shall sit alone unless he considers that justice and fairness will best be served by sitting with other persons.

(iv) The other persons who may sit with the person appointed shall be:

(a) one member of the Council not being a person employed by the University; and

(b) one member of the academic staff nominated by the Senate.

Provisions Concerning Appeal Procedures and Powers

29 (i) The procedure to be followed in respect of the preparation, consolidation, hearing and determination of appeals shall be that set out in Ordinances made under this paragraph.

(ii) Without prejudice to the generality of the foregoing such Ordinances shall ensure:

(a) that an appellant is entitled to be represented by another person, whether such person be legally qualified or not, in connection with and at any hearing of his appeal;

(b) that an appeal shall not be determined without an oral hearing at which the appellant, and any person appointed by him to represent him are entitled to be present and, with the consent of the person or persons hearing the appeal, to call witnesses;

(c) that full and sufficient provision is made for postponements, adjournments, dismissal of the appeal for want of prosecution and for the correction of accidental errors; and

(d) that the person appointed may set appropriate time limits for each stage (including the hearing itself) to the intent that any appeal shall be heard and determined as expeditiously as reasonably practicable.

(iii) The person or persons hearing the appeal may allow or dismiss an appeal in whole or in part and, without prejudice to the foregoing, may:

(a) remit an appeal from a decision under Part II to the Council as the appropriate body (or any issue arising in the course of such an appeal) for further consideration as the person or persons hearing the appeal may direct; or

(b) remit an appeal arising under Part III for re-hearing by a differently constituted Tribunal to be appointed under that Part; or

(c) remit an appeal from a decision of the appropriate officer under Part IV for further consideration as the person or persons hearing the appeal may direct; or

(d) substitute any lesser alternative penalty that would have been open to the appropriate officer following the finding by the Tribunal which heard and pronounced upon the original charge or charges.

Notification of Decisions

30 The person appointed shall send the reasoned decision, including any decision reached in exercise of his powers under paragraphs 29(iii)(a), (b) or (c), on any appeal together with any findings of fact different from those come to by the Council as the

appropriate body under Part II or by the Tribunal under Part III, as the case may be, to the Vice-Chancellor and to the parties to the appeal.

Grievance Procedure (Statute XXI Part VI) (See Also Ordinance XXXVII)

31 The aim of this Part is to settle or redress individual grievances promptly, fairly and so far as may be, within the school, department or other relevant area by methods acceptable to all parties.

Application

32 The grievances to which this Part applies are ones by members of the academic staff concerning their appointments or employment, where those grievances relate:

- (a) to matters affecting themselves as individuals; or
- (b) to matters affecting their personal dealings or relationships with other staff of the University, not being matters for which express provision is made elsewhere in this Statute.

Exclusions and Informal Procedures

33 (i) If other remedies within the school, department or other relevant area have been exhausted the member of the academic staff may raise the matter with the Head of the school, department or other relevant area.

(ii) If the member of the academic staff is dissatisfied with the result of an approach under sub-paragraph (i) or if the grievance directly concerns the Head of the school, department or other relevant area, the member may apply in writing to the Vice-Chancellor for redress of the grievance.

(iii) If it appears to the Vice-Chancellor that the matter has been finally determined under Part III, IV or V or that the grievance is trivial or invalid, he may dismiss it summarily, or take no action upon it. If it so appears to the Vice-Chancellor he shall inform the member and the Grievance Committee accordingly.

(iv) If the Vice-Chancellor is satisfied that the subject matter of the grievance could properly be considered with (or form the whole or any part of):

- (a) a complaint under Part III;
- (b) a determination under Part IV; or
- (c) an appeal under Part V

he shall defer action upon it under this Part until the relevant complaint, determination or appeal has been heard or the time for instituting it has passed and he shall notify the member and the Grievance Committee accordingly.

(v) If the Vice-Chancellor does not reject the complaint under sub-paragraph (iii) or if he does not defer action upon it under sub-paragraph (iv) he shall decide whether it would be appropriate, having regard to the interests of justice and fairness, for him to seek to

dispose of it informally. If he so decides he shall notify the member and proceed accordingly.

Grievance Committee Procedure

34 If the grievance has not been disposed of informally under paragraph 33(v), the Vice-Chancellor shall refer the matter to the Grievance Committee for consideration.

35 The Grievance Committee to be appointed by the Council shall comprise:

- (a) a Chairman; and
- (b) one member of the Council not being a person employed by the University; and
- (c) one member of the academic staff nominated by the Senate.

Procedure in connection with Determinations; and Right to Representation

36 The procedure in connection with the consideration and determination of grievances shall be determined in Ordinances in such a way as to ensure that the aggrieved person and any person against whom the grievance lies shall have the right to be heard at a hearing and to be accompanied by a friend or representative.

Notification of Decisions

37 The Committee shall inform the Council whether the grievance is or is not well- found and if it is well-found the Committee shall make such proposals for the redress of the grievance as it sees fit.

Human Resources (RJA/SEJ)

Revised by Council July 2011