

17. CONDITIONS OF SERVICE OF THE UNIVERSITY OFFICERS AND ACADEMIC STAFF

Except where otherwise stated, the provisions of this Ordinance apply to the Academic Staff, the statutory University Officers (Vice-Chancellor, Deputy Vice-Chancellor, Pro-Vice-Chancellors, Librarian and University Secretary) and to the other Senior Administrative Officers named in Ordinance 16.

- 17.1** (a) This Ordinance shall apply to contracts of employment and contracts of service ('the contracts of employment') made between the University and either members of the academic staff or the Vice-Chancellor and those other Officers of the University who are employed in their office ('member of staff').
- (b) All the contracts of employment are subject to:
- (i) all provisions in the Charter and Statutes of the University as they stand enacted from time to time
 - (ii) the express provision in any of the contracts of employment (and for the avoidance of doubt when there is conflict between such express provisions and those Ordinances the express provisions shall prevail)
 - (iii) all the provisions of Section 25 of the Statutes in respect of those persons holding contracts of employment with the University who are included within the definition contained in Section 25 paragraph 3 of the Statutes
 - (iv) all the provisions of the Ordinances as they stand enacted from time to time
 - (v) any provision in the Regulations and in the Rules of the University as they stand enacted from time to time which are not inconsistent with any provision of the Charter, the Statutes and the Ordinances as they stand enacted from time to time.
- 17.2** The Council shall direct the University Secretary by resolution as to the discretion that shall be vested in the University Secretary to vary any provision of the Ordinances, the Regulations and the Rules of the University by express provision in any of the contracts of employment.
- 17.3** To avoid doubt it is an express provision of any Letter of Appointment or other contract of employment that
- (a) the provisions of the Charter, the Statutes, the Ordinances and the Regulations and other Rules shall apply in their form at the time an event arises which

requires their application or interpretation and not in their form when any of the letters of appointment or the contracts of employment came into being and

- (b) the express provision of the letter of appointment or other contract of employment shall displace any provision in the Ordinances, Regulations and Rules where there is inconsistency.
- (c) the express provision of the letter of appointment or other contract of employment shall not displace any relevant provisions in the Statutes (in particular the provisions of Section 25) where there is inconsistency.

17.4 The initial appointment of a Lecturer may be for a pre-probationary period which shall not normally exceed one year followed, on satisfactory completion of the pre-probationary period, by a probationary period of not more than four years, or immediately on appointment for a probationary period of not more than four years, unless the exemption of a Lecturer from probation is approved by the authority of the Academic Staff Committee.

17.5 The appointment of a member of Academic Staff to whose removal from office the provisions of Section 25 of the Statutes do not apply shall be terminable by the University by notice in writing of three months expiring on the last day of a semester or three months expiring on 31st August.

17.6 Subject as set out previously in this Ordinance and in Ordinance 17.8 below all employment of or all appointments of members of staff shall continue as set out in the Letter of Appointment or other contract of employment unless (i) in accordance with the provisions of Section 25 of the Statutes dismissal or removal from office has taken place or (ii) the member of staff has resigned in accordance with the provisions of Ordinance 17.7 or otherwise in a manner accepted by the University.

17.7 A member of the Academic Staff may terminate his/her appointment by notice in writing to the Director of Human Resources. Such notice shall be:

Lecturer, Senior Lecturer and Reader:

- i) a three months' notice expiring on the last day of a semester, or
- ii) a three months' notice expiring on 31st August.

All other Academic Staff:

- i) a three months' notice expiring on 31st January - or at a date thereafter when all assessment and marking for the semester has been completed;
- ii) a three months' notice expiring on 30th June, or
- iii) a four months' notice expiring on 31st August

17.8 Where an appointment is made for a fixed period, the appointment shall terminate at the end of such a period.

17.9 Members of staff shall be paid salaries, allowances and other remuneration in accordance with such scales as shall from time to time be prescribed by the

University. Salaries shall be payable monthly in arrears on or about the 25th day of each calendar month.

17.10 Each member of staff eligible to do so may join the nominated Superannuation Scheme for the time being in force in the University.

17.11 (a) A member of staff shall perform such duties connected with the work of the University as the University may from time to time reasonably require. Hours of work and working hours are not fixed, but will be determined by the needs of the University and in accordance with customary practice in universities in the United Kingdom.

(b) Members of the Academic Staff are considered to be exempt from the provision of the Working Time Regulations 1998 governing maximum weekly working hours.

17.12 The Vice-Chancellor on behalf of the Council may exclude any member of staff from the University.

17.13 Members of staff are entitled to 26 days paid holiday leave per annum (pro-rata for part-time staff), which must be taken by arrangement with the Head of Department. This holiday leave is in addition to those days when the University is closed.

17.14 (a) (i) A Lecturer, Senior Lecturer or Reader who is incapacitated (which shall mean unable owing to sickness or injury to perform his or her duties), shall on the production of such medical certificates as may from time to time be required, be allowed salary during any period or periods of incapacity as set out in the following table:

	Full Pay	Half Pay
First 6 Months of Service:	2 weeks	2 weeks
6-12 Months of Service:	1 month	1 month
After 12 months of service:	6 months	3 months

(ii) All other members of Academic Staff who are incapacitated (which shall mean unable owing to sickness or injury to perform their duties), shall on the production of such medical certificates as may from time to time be required, be allowed full salary during any period or periods of incapacity not exceeding six months in all in any period of twelve months. If such a member of staff is incapacitated for any longer period, any further allowance shall be at the discretion of the Vice-Chancellor on behalf of the Council, on the advice of the Director of Human Resources.

(b) The amounts payable to a member of staff under sub-paragraph (a) above shall be deemed to include Statutory Sick Pay where payable.

(c) Any sick pay received during absence for which a third party is liable shall to the extent that compensation is recoverable from that third party constitute a loan by the University to the member of staff and shall be deducted from pay

or otherwise repaid when and to the extent that compensation is recovered for the loss of earnings from that third party by legal action or otherwise.

17.15 Family Leave (including Maternity Leave, Paternity Leave and Compassionate Leave) will be granted in accordance with the University Family Leave Arrangements.

17.16 The Council may grant sabbatical leave to any University Officer or member of Academic Staff.

A member of Academic Staff proposing to take such leave must discuss this initially with their Head of Department (or, in the case of a Head of Department, with their Dean of Faculty) and the Director of Human Resources must be consulted on the financial implications, including superannuation arrangements.

A member of Academic Staff will be entitled to one year's sabbatical leave at half-pay after seven years' continuous service, provided that the timing of such leave is approved by the Head of Department or School (or, in the case of a Head of Department, by the Dean of Faculty), together with the venue and programme. The venue should normally be another University or a research institution, and the programme one that is likely to enhance teaching and/or research capability. Applications for leave on different terms may be considered by the Vice-Chancellor at the request of the Head of Department or School.

Entitlement to sabbatical leave may not be aggregated into two consecutive periods of leave or into one period of leave at full-pay. A member of staff who expects shortly to leave the University's employment will not normally be granted sabbatical leave.

17.17 A Head of Department or a Head of School may grant leave to members of Academic Staff in that Department/School to enable them to attend conferences, courses or similar meetings connected with their work. Leave will normally be granted without reduction in salary and allowances, for periods of up to two weeks in the semesters and up to one month in vacations, in any one academic year. Applications for leave on different terms may be considered by the Vice-Chancellor at the request of the Head of Department or the Head of School.

17.18 A Head of Department or Head of School may grant leave for Exchange Visits for periods not normally exceeding twelve months between members of staff and members of the staff of other institutions at home or abroad for the purpose of teaching or research. Any member of staff wishing to participate in such an exchange programme shall submit an application in writing to their Head of Department or Head of School. Leave for an exchange visit will normally be granted subject to the conditions that no salary or other allowances will be payable by the University to the member of staff during the period of such visits.

17.19 The Council may grant special leave to any member of staff for such purposes and for such periods and subject to such conditions as to salary and allowances as the Council may determine.

Subject to report to Council, the Vice-Chancellor may grant to any member of staff a period of secondment or unpaid leave of absence for professional reasons provided that this period does not exceed two years. Council may be asked to authorise an extension to the period of secondment or unpaid leave of absence; any such extension shall not normally exceed one year. The time limits specified above may be extended in cases where the secondment or unpaid leave of absence is taken on a part-time basis.

- 17.20** Subject to the rules of the nominated Superannuation Scheme for the time being in force, the University will continue to pay its own superannuation contributions in respect of a member of staff during the whole period of any leave granted; but where it appears to the Council that a member of staff may gain substantial benefits from other sources during any period of leave the Council may at its discretion grant such leave subject to the condition that the contribution of the University in respect of the member of staff during any period of leave be reduced or refunded, wholly or in part, by the member of staff to the University. Subject as aforesaid, and at the discretion of the Council, the whole or part of the superannuation contributions of the member of staff may be paid by the University in addition to its own contributions during any period of leave granted.

Approved by Council
1 August 2016