Leicester Joint Agreement for the Implementation of the Framework Agreement

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5 July 2006
UNIVERSITY OF LEICESTER

Leicester Joint Agreement for the Implementation of the Framework Agreement

Preamble

1. The parties to the Leicester Joint Agreement are the University and its recognised trades unions, Amicus, UCU and Unison. The agreement represents the culmination of negotiations on arrangements to implement the national Framework Agreement for the Modernisation of Pay and Grading Structures. Subject to acceptance of the Leicester Joint Agreement by Amicus and UCU members in ballots to be conducted during week commencing 17 July 2006, the provisions of the Agreement will be incorporated into individual contracts of employment of the following groups of staff from 1 August 2006, with assimilation to the single spine backdated to 1 August 2005:
   - Academic staff up to and including the current grade of Senior Lecturer/Reader
   - Academic-Related staff up to and including the current grades ALC5, OR5 and R&A3
   - Clerical staff
   - Technical staff

Professors, ALC6, R&A4 and all clinical academic staff are excluded from the national Framework Agreement (and, therefore, from the Leicester Joint Agreement).

2. The University is not required to implement the national Framework Agreement for Manual and Ancillary staff, as these staff are covered by a local agreement. However, the University has undertaken to include Manual and Ancillary posts in the job evaluation exercise and then to assimilate these staff to the new single spine as part of its commitment to the principles of equal pay. An implementation date for Manual and Ancillary staff, which would be prior to the end of 2006, will be confirmed with Unison. Provided that a collective agreement with Unison can be secured which will enable implementation of the national Framework Agreement for the Manual and Ancillary staff by the agreed date, assimilation to the single spine will be backdated to 1 August 2005.

3. In the event of the University concluding that there is no reasonable prospect of achieving a collective agreement with all three unions which will enable it to implement the Framework Agreement by 1 August 2006 (or a date to be determined in the case of Manual and Ancillary staff), the commitment to back date the implementation will be withdrawn and replaced by a completion bonus which will be paid to those staff in respect of whom agreement is reached.

4. Casual Clerical and Technical staff, other atypical workers, staff employed upon Associate contracts and nurses will be will be dealt with by a second phase of implementation and, therefore, are not covered by the arrangements set out in this agreement.

The New Pay and Grading Structure
5. The University has formulated its proposals for a new grading structure for staff covered by the national Framework Agreement. In developing its proposals, the University has been cognisant of the national Framework Agreement, its re-affirmation of the Memorandum of Understanding and of the requirement to develop a structure which is competitive, defensible in terms of equal pay and affordable. A copy of the full structure is attached (Appendix 1).

6. The following summary highlights those features of the new pay and grading structure which may not be fully evident from Appendix 1.

i. Each of the grades within the structure is discrete and is underpinned by job evaluation and the principles of equal pay. Progression from one grade to another will be via the established promotions processes which will be reviewed in consultation with the relevant trades unions as part of the overall implementation of the Framework Agreement. Whilst the details of the future promotions processes have still to be discussed, the University accepts that the processes will include reference to role profiles.

ii. Progression through the non-discretionary range will be through incremental progression. There is a normal expectation that staff will progress annually through their grade to the non-discretionary maximum.

iii. Accelerated progression through the non-discretionary range and progression into or through the discretionary range will be subject to a successful application for a merit award. The University will review its merit processes in the light of the introduction of the new structure, the use of the Hay scheme of job evaluation and adoption of job families and role profiles.

iv. Grades 6 to 9 of the proposed structure relate to the academic pathway and associated grades.

v. The extended Grade 8 scale will apply solely to lectureship appointments.

vi. It is the expectation that staff in the earliest stages of their academic career will be appointed in the lower part of the extended Grade 8 scale. Academic probationary arrangements will apply invariably to these staff.

vii. It is further recognised that in relation to lectureship posts in certain disciplines where there are strong market pressures on recruitment, it may be appropriate to appoint relatively inexperienced staff to the main Grade 8 scale. This would be on the basis of the payment of an explicit market supplement. Academic probationary arrangements will normally apply in such cases.
viii. In view of the arrangement regarding the use of the extended Grade 8 for lectureship appointments, the concept of progression from the current Lecturer A Grade to the Lecturer B Grade will be redundant in relation to the new structure.

ix. It is recognised that there will be occasions, in relation to lectureship appointments, when the successful candidate, whilst not previously holding an academic position, has broader experience (for example, has begun to develop an independent research profile as demonstrated by holding research grants as a principal or major co-investigator or has substantial experience as a professional practitioner) than would normally be expected for appointment to the lower part of the extended Grade 8 scale. In these cases, appointment to the main Grade 8 scale would be appropriate and academic probationary arrangements will normally still apply.

x. The University recognises that some roles graded at grade 6 have the capacity to develop and, in consequence of this development, to merit promotion to grade 7. All staff appointed to grade 6 will be automatically considered for promotion to grade 7, in accordance with the established promotions processes, when they reach Point 27 of the salary scale. This does not preclude staff in grade 6 making an application for promotion at an earlier or later stage in their career. In line with its statements about career progression, the University will work with all its staff to help them develop their careers with a view to taking on the responsibilities of more highly graded jobs when such jobs become available.

xi. There are a number of research roles within the University which are unavoidably small due to the constraints of the projects to which they are attached. In some of these cases, the extent of the constraints means that there is little scope for roles to develop and, in consequence, to increase in job size. To date, such roles have largely been accommodated within Research and Analogous Grade 1B (R&A1B), a small grade comprising three increments on the Research and Analogous pay scales.

xii. The incremental points within grade R&A1B map to the lower part of grade 6 in the new grading structure. Grade 6 in the new structure comprises two Hay steps. The evaluation scores for the three benchmark roles which are currently graded at R&A1B has resulted in two of the roles being firmly located at the bottom end of grade 6 (that is, within the first Hay step), with the other being located mid-range (a borderline case between the two steps).

xiii. Where the size of a Researcher post within grade 6 is contained within the first Hay step, the salary range for the post will be constrained by a Researcher Membrane which will be located at the top of point 27. A number of criteria have been identified which are indicative that the post is functioning within the second Hay step and, therefore, meriting progression to the upper part of grade 6. These are:

- Attainment of a PhD or an equivalent level of qualification;

AND / OR
- Responsibility for the selection and development of techniques, critiques, approaches, models and methods in relation to the research which the post holder is undertaking in relation to the project.

AND

- Joint authorship, as a junior partner, of research papers in which the research output of the post holder is clearly identifiable.

xiv. When researcher posts attain point 27 on the salary scale, they will be considered for promotion to grade 7 in accordance with the process outlined in 6 (x) above. Researcher posts which are deemed not to be eligible for promotion at this stage will be reviewed to determine whether they satisfy the criteria outlined in 6(xiii) above; in cases where the criteria are deemed to be satisfied, post holders will progress to the higher part of grade 6. The details of the review of research posts at point 27 will be developed in consultation with the UCU and will include reference to an appeal.

xv. Current OR1 post holders and staff currently employed on Clerical grade 6 who transfer to grade 6 on the new structure will be permitted to progress automatically to the first incremental point in the discretionary range (spinal point 30) in the new grade 6. This will ensure compliance with the Memorandum of Understanding for OR1 post holders and reduce the loss of non-discretionary headroom for staff currently employed upon Clerical grade 6. For all other staff transferring or appointed to grade 6 on the new structure, the discretionary maximum will be spinal point 29.

xvi. Technician A staff whose posts have been evaluated at grade 2 in the new structure will experience a reduction in the non-discretionary maximum for their posts by £674 and in the discretionary maximum by approximately £200. It is not possible to restructure this grade to accommodate the loss of head room which will be experienced by the six or so Technician A post holders who will transfer to this grade. However, the compensation payable to each Technician A affected in this way will be £1000 (pro-rata for part time staff) upon assimilation. These payments will not be pensionable.

xvii. Most Clerical grade 6 posts have been evaluated at grade 6 in the new structure. The new grade 6 is heavily populated and encompasses a diverse range of roles including senior vocational roles, professional and specialist roles, both in academic departments and the central administration and a significant number of junior research roles. In view of the range and number of posts included within the new grade 6, it would be too expensive to extend the grade to cover the maximum of the current Clerical grade 6. Staff employed upon current Clerical grade 6 will, therefore, experience a loss of non-discretionary headroom of just over £800 and discretionary headroom of just over £700 on transfer to the new grade 6. The compensation payable to each member of Clerical grade 6 staff affected in this way will be £1000 (pro-rata for part time staff) upon assimilation. These payments will not be pensionable.
Compensation relating to the structural loss of headroom will be forfeited by staff who were promoted to a higher grade prior to the actual (as opposed to the backdated) implementation of the Framework Agreement.

7. The evaluation of benchmark roles and the matching of roles to date has demonstrated the requirement for a Level 5 role profile in the Teaching and Research job family. This profile will be developed and agreed as part of overall review of role profiles which will be conducted in consultation with the recognised trades unions.

Assimilation Arrangements

Assimilation Upon Transfer to the New Pay and Grading Structure

8. Assimilation will be backdated to 1.8.05 and based on a post holder’s basic salary as at 1.8.05, inclusive of any pay award and incremental progression paid with effect from this date.

9. The ‘evaluated’ grade for the post will be identified either as a result of full job evaluation, matching to a benchmark role, matching to role profiles or global matching.

10. Where the current salary falls within the salary range pertaining to the grade for the evaluated post, the post holder will be assimilated to the equivalent point, or in the event that there is no equivalent, the next point up on the scale (including into the discretionary points).

11. In cases where the current salary is above the discretionary maximum of the evaluated grade and red circled, it will not be assimilated to a point on the new spine. Instead it will be given protection for a period of three years (this may be reduced in the case of Manual and Ancillary staff by the period of time by which the actual date of implementation is deferred from 1 August 2006) or until such time as the top of the discretionary range of the evaluated grade becomes equivalent to, or exceeds, the protected salary, whichever is the shorter. The protected salary will be pensionable.

12 (i) Green circles upon assimilation – if the increase in a post holder’s salary will be less than 10% upon transfer to the bottom point of the evaluated grade for their post then the transfer to the bottom of the evaluated grade will take effect from the date of implementation.

(ii) If the increase in a post holder’s salary will be more than 10% upon transfer to the bottom point of the evaluated grade for their post then 50% of the increase will be implemented in first year, assimilated to the equivalent, or in the event that there is no equivalent, the next point up the scale. The remaining increase to the bottom of the evaluated grade for the post will take effect one year after implementation. This arrangement applies to all posts covered by the 10% rule, including any academic and research posts which fall into this category.

13. The date for the award of annual increments to staff whose posts are green circled and, therefore, transfer to the bottom of an evaluated grade under the arrangements outlined in 9 above will change to 1 August, the first increment being due one year after an individual has moved to the bottom of the evaluated grade for the post.
14. The arrangements for allocating academic and research posts to grades in the new structure will be as follows:

(i) Senior Lecturers, Readers and Researchers employed upon grade R&AIll will transfer to grade 9.

(ii) Academics employed on Lecturer Grade B and Researchers employed upon R&AIll will transfer to grade 8.

(iii) Most academics employed on Lecturer Grade A will transfer to the extended Grade 8 scale. The point of assimilation will relate to the duration of the probationary period which the Lecturer A has left to complete. For example, staff with more than two and up to three years’ probation will assimilate to point 36; staff with more than one and up to two years' probation will assimilate to point 37; and staff with up to one year's probation to complete will assimilate to point 38. Lecturer A staff who have successfully completed their probation will assimilate to point 39. The incremental date for all lecturing staff transferring from the Lecturer A Grade will be 1 August, the first increment being due on 1 August 2007.

(iv) Researchers employed on grade R&Alia will transfer to grade 7.

(v) The allocation of posts paid on the Administrative, Library and Computing (ALC) scales, the Other-Related (OR) scales and researcher posts currently graded at R&AI1B to grades in the new structure will be determined by full job evaluation or the matching of posts to role profiles.

15. The University accepts that some existing post holders assimilating to the new pay and grading structure from the Academic, ALC, OR and Researcher salary scales will require an increase of two incremental points prior to reaching the non-discretionary maximum for their evaluated grades in order to comply with the principle of ‘no detriment’ established by the Memorandum of Understanding. The double increment will be applied when the post holder reaches the penultimate point of their evaluated grade, which effectively means that this point will be omitted from the scales for those staff in question. The design of the pay and grading structure means that this arrangement will not be applicable to new appointees or staff appointed or promoted to these grades after 31 July 2006.

16. The assimilation of posts in receipt of a Wellcome enhancement will be dealt with as follows. There are two types of enhancements provided by the Wellcome Foundation: a 30% enhancement of the substantive salary for the post and the provision of two additional increments over and above the substantive salary for the posts.

i. With regard to the former, it is proposed to assimilate the substantive, basic salary to the new pay and grading structure in accordance with the principles of assimilation set out above and calculate the 30% enhancement on the basis of the salary on the new structure.
ii. With regard to the latter, it is proposed to assimilate the combined substantive salary plus enhancement to the new spine in accordance as follows:

iii. Where the combined salary plus enhancement falls within or above the salary range pertaining to the grade for the evaluated post, the post holder will be assimilated to the equivalent, or in the event that there is no equivalent, the next point up on the scale (including into the discretionary points).

iv. If the increase in a post holder’s combined salary plus enhancement will be less than 10% upon transfer to the bottom point of the evaluated grade for their post then the transfer to the bottom of the evaluated grade will take effect from the date of implementation.

v. If the increase in a post holder’s combined salary plus enhancement will be more than 10% upon transfer to the bottom point of the evaluated grade for their post then 50% of the increase will be implemented in first year, assimilated to the equivalent, or in the event that there is no equivalent, the next point up on the scale. The remaining increase to the bottom of the evaluated grade for the post will take effect one year after implementation. This arrangement applies to all posts covered by the 10% rule, including any academic and research posts which fall into this category.

vi. The date for the award of annual increments to staff whose posts are green circled and, therefore, transfer to the bottom of an evaluated grade under the arrangements for the assimilation of posts in receipt of a Wellcome enhancement will move to 1 August.

vii. In the event that the enhancement is withdrawn at a later date by the Wellcome Trust, this possibility being a condition on which the additional increments are applied, then the level of salary paid to the post holder will reduce by two increments or to the bottom of the evaluated grade (whichever is the higher), this figure being the substantive salary for the post.

17. Marie Curie Fellowships: the terms and conditions and salaries for these posts are dictated by the funding body and, as such, are outwith the national Framework Agreement. It is, therefore, not proposed to assimilate these posts to the new pay and grading structure or apply the University’s terms and conditions to these posts.

18. There are a small number of posts, other than those in receipt of a Wellcome enhancement or a Marie Curie Fellowship, which are paid on an ad hoc salary and are considered to be covered by the Framework Agreement, included in the current phase of the exercise. Appendix 2 lists the ad hoc posts which will be assimilated to the new pay and grading structure under these arrangements.

Assimilation – Changes During the Course of the Backdated year of Implementation (1 August 2005 – 31 July 2006)

19. (i) In cases where the removal or replacement of an annual increment paid during the course of 1 August 2005 – 31 July 2006, due to the backdating of the implementation of the Framework Agreement, would result in a reduction in the
post holder’s basic salary, the award of an increment will be honoured from the date that it was originally applied.

(ii) In these cases, the post holder will assimilate to the new pay and grading structure on the basis of their basic salary on 1 August 2005, in accordance with the principles established in sections 10 and 11 above. The further increment will then be applied from the date when it was originally awarded. Where the increment falls within the salary range for the evaluated grade for the post, the post holder will transfer to the equivalent point, or in the event that there is no equivalent, the next point up in the grade, including transfer to the discretionary range. In cases where the award of the increment during August 2005 – July 2006 takes the post holder’s salary outside of the salary range for the evaluated grade for the post, the procedure will be as outlined in section 11 above.

20. Accelerated increments paid during the course of 1 August 2005 – 31 July 2006 will be replaced by an award of the same number of increments on the new scale, additional to the increment to which the post holder has been assimilated.

21. Changes arising from promotions, regradings and appointments to different posts during the period of backdating will be implemented from the date that they occurred. The following arrangements will apply with regard to the period prior to the promotion or appointment to a different post:

(i) If a job summary form or a job profile questionnaire has been completed by the post holder and line manager (or the line manager in the case of (a) the refusal of a post holder or (b) of a post holder* who is unable to complete a form for reasons such as long term sick leave or maternity leave), the post will be matched as per the established processes.

*Specific appeal criteria apply to staff whose job summary forms have been completed by their line managers for such reasons.

(ii) If the post has been matched or can readily be matched by the Head of Department / Office and a representative from Personnel Services to a job profile questionnaire or job summary form which has been completed by another employee, then the grade upon assimilation will be determined by this match.

(iii) In cases where the post cannot be dealt with by either of the options outlined immediately above, the post holder will be assimilated to the new structure on the basis of their salary at the time of assimilation up to the point that the change occurs. This approach will apply in the cases where multiple changes have occurred in a short time frame (that is, less than one year).

Additional Clarification Relating to Assimilation

22. A member of staff whose salary exceeds the evaluated grade for the post and who is subsequently appointed to a higher graded post, or is promoted or whose post is regraded during the period of salary protection, will normally be transferred to the bottom of the newly appointed grade. However, the level and period of protection will continue until the end of the three year period or until such time as the post holder’s
salary on the new grade is equivalent to, or higher than, their protected salary, which ever is the sooner.

23. The backdating of implementation or the payment of a completion bonus will only be applicable to those staff who are employed by the University on the actual date of implementation, that is 1 August 2006 (or a date to be determined for Manual and Ancillary staff).

24. In the event that a post holder refuses to complete a job summary form by 14 July 2006 (or a later date to be determined in the case of Manual and Ancillary staff), a match will be carried out by the line manager and a representative from Personnel Services, ideally based on a job summary form completed by the line manager and signed off by the Head of Department/Office.

In cases where both the post holder and the line manager refuse to complete a job summary form, a provisional match will be made by Personnel Services, in conjunction with the Head of Department/Office where possible. Matches made in this way will be subject to ratification by the University Librarian in her capacity as (i) a senior officer of the University and (ii) a member of the Joint Job Evaluation Steering Group and Review Panel.

In both scenarios outlined above, the post holder will forfeit their right to appeal.

**Treatment of Red Circles**

25. Three important points apply to all categories of red circle:

(i) Where it is in the University’s strategic interests to do so and there are continuing funds available for this purpose, the responsibilities of posts which have been red circled will be increased with a view to growing the size of the job. This, in turn, may enable the post holder to be promoted to a higher grade than the evaluated grade for their post arising from the evaluation exercise.

(ii) In line with its statements about career progression, the University will work with all its staff to help them to develop their careers with a view to taking on the responsibilities of more highly graded jobs when such jobs become available. This will assist staff whose posts have been red-circled in their development which, in turn, may enable them to successfully apply for higher graded posts within the University.

(iii) Individuals whose salaries as at 1 August 2005 would map into the discretionary range of their new grades will be assimilated to an appropriate point in the discretionary range. The national Framework Agreement provides for these individuals to be relocated to the top non-discretionary point for their grade at the end of the period of protection. However, it has been agreed with the trades unions that staff in these circumstances will not revert to the non discretionary range provided that there is agreement on the introduction of comprehensive performance management and capability procedures during the course of the coming year, the principles of which have been determined and agreed as part of the overall implementation agreement. The University’s offer to revert immediate
red circles to the discretionary range of their evaluated grade upon completion of their period of protection is similarly contingent upon agreement on this matter. The introduction of such procedures will represent good practice; a structured approach to dealing with problems of performance and capability is considered to be of benefit to the University and to individual members of staff.

Immediate Red Circles

26. The process for assimilating posts where the current salary exceeds the discretionary maximum for the evaluated grade (immediate red circles) is dealt with under Assimilation above.

27. The protection will be for a period of three years from the date of implementation or until such time as the maximum salary for the evaluated grade is equivalent to or exceeds the protected salary, whichever is the sooner. The protected level of salary will be pensionable. (This may be reduced in the case of Manual and Ancillary staff by the period by which the actual date of implementation is deferred from 1 August 2006.) Any pay awards implemented by the University during the period of protection will be paid on a non-consolidated basis, each for a period equivalent to twelve months (or less in the case of phased awards). In the case of the settlement which has been offered for 2006 – 2007, for example, post holders will receive a non-consolidated allowance equivalent to 3% of their protected base salary from 1 August 2006 for a period of twelve months and a further allowance equivalent to 1% of their protected base salary from 1 February 2007 to 31 July 2007. Similarly, for the second year of the three year period covered by the offer, post holders will receive a non-consolidated allowance equivalent to 3% of their protected base salary from 1 August 2007 to 30 September 2008 and a further allowance equivalent to 3% of their protected base salary for the period 1 May to 30 September 2008. From 1 October 2008, post holders will receive a non-consolidated allowance equivalent to 2.5% (or the RPI as at September 2008) of their protected base salary.

28. At the end of the period of protection, in the event that it has not been feasible to develop the post or the holder has not successfully applied for a higher graded post elsewhere in the University, then the post holder will revert to that point in the discretionary range of the grade at which the post has been evaluated which is equivalent to or nearest to the post holder’s salary at that time. Within the confines of the grade, a match will be made to a higher point where there is no equivalent point to which to transfer the post holder. This arrangement represents a significant improvement on the terms of the national Framework Agreement which provides for red circled staff to be transferred to the top of the non-discretionary range of the grade for which their post has been evaluated upon the end of the period of protection.

Posts Which Experience in a Reduction in Grade as a Result of the Evaluation Process

29. Some staff will be transferred to a grade with less non-discretionary headroom than their current grades as a result of the evaluation outcome for their posts. Compensation will not be payable in these cases. The post holders will not suffer a reduction in their current level of salary and will continue to receive pay awards when they reach the non-discretionary maxima of their grades.
30. Some staff will be transferred to a grade with less discretionary headroom than their current grades as a result of the evaluation outcome for their posts. There is no guarantee that post holders would have received discretionary increments under the various schemes in operation and, therefore, no specific compensation will be payable in respect of the loss of discretionary headroom.

31. It is acknowledged that members of staff in current grades ALC4 and OR4 are in an unusual position, with all posts in these grades being either evaluated at a higher or lower grade than at present, as a consequence of there being no “read across” grade in the new pay and grading structure. It is also acknowledged that a small number of staff not yet at the current non-discretionary maximum of ALC4 or OR4 will lose non-discretionary headroom. It has been agreed, therefore, that current ALC4 and OR4 staff who are assimilated into Grade 8 will be considered for progression into and up the discretionary range on an annual basis in accordance with established merit award processes once they reach Point 43 of the salary scale. This does not preclude these staff from making an application for a merit award at an earlier stage within grade 8.
Harmonisation of Hours

32. It is proposed to harmonise the standard working as set out below.

33. Grades 1 - 2

i. The full time standard working week will be harmonised at 37 hours. There will be approximately 65 Clerical and Technician staff covered by this arrangement. The vast majority (approximately 80%) of Manual and Ancillary staff will be employed within these grades; a 37 hour standard working will, therefore, serve to mitigate the negative impact that the reduction in the working week would otherwise have upon the future viability of Residential and Catering Services and part of the Estates function.

ii. The increase in the standard working week for the 50 or so Clerical staff who will be employed on these two grades will be phased in over a three year period, as follows:

   - August 2006 - July 2007 - 35.5 hours per week.
   - August 2007 - July 2008 - 36 hours per week.
   - August 2008 - July 2009 - 37 hours per week.

iii. Compensation of £1000 will be payable to the Clerical staff whose standard working week will change as a result of this arrangement. The payment will be made in three installments (pro rata for part time staff) to reflect the increase in hours, as follows:

   - August 2006: £250
   - August 2007: £250
   - August 2008: £500

iv. The timing of the first payment is based upon the expectation that implementation will be effective from 1 August 2006. In order to receive the second and third payments, the individual will need to be in the employment of the University as a Clerical member of staff employed on grade 1 or 2 of the new structure on 1 August 2007 and 1 August 2008 respectively. The Finance Office has confirmed that these payments will not be pensionable.

v. The University is conscious of section 4 of the JNCHES Pay Agreement 2006 – 2009 and is, therefore, prepared to keep this arrangement under review, in the context of the University’s financial position. (It is agreed that in the event of a significant improvement in the University’s financial position in general and in Residential and Catering Services and parts of the Estates function in particular then it may be possible to contemplate a reduction in the working week for staff employed on grades 1-2 of the new structure.)
34. Grades 3 - 5

i. Clerical staff employed on grades 3 – 5 will retain a standard 35 hour working week, exclusive of lunch and refreshment breaks.

ii. Technician, Manual and Ancillary, Academic-Related (including other related) and research staff employed upon these grades will reduce their hours of work to a 35 hour standard working week over a three year period as follows:

August 2006 – July 2007: 36.5 hours per week.
August 2007 – July 2008: 36 hours per week.
August 2008 – July 2009: 35 hours per week.

iii. These hours will be exclusive of paid lunch and refreshment breaks. The University is aware that Amicus considers this approach to be discriminatory towards Technicians located in areas where the consumption of refreshments at work stations is prohibited due to health and safety regulations. However, this approach also applies to other staff groups. Moreover, to continue with this approach would be contrary to the principle of equal pay; in employment terms Technicians would be deemed to be receiving additional pay in respect of their paid breaks. Given that the principle of equal pay lies at the heart of the national Framework Agreement, it is not possible to continue with this practice following implementation of the Leicester Joint Agreement.

iv. In view of increase in the proposed reduction of the working week for these staff groups in the longer term, it is agreed that it may well be necessary in due course to seek further improvements in the working practices of those staff whose hours of work are being reduced.

35. Grade 6 and Above

i. Grades 6 and above involve a full commitment to the University and staff have professional responsibilities towards their colleagues both in their Departments/Offices and in the University generally. It is expected that members of staff will be available to undertake duties commensurate with their grade at such times as may be reasonably required for the fulfilment of those duties. It is recognised that staff working at this level generally have considerable autonomy in the organisation of their workload and have a professional responsibility for the organisation of their own time. Part-time staff have similar responsibilities and obligations commensurate with the full-time equivalence of their appointment. For the sole purpose of calculating pro rata salaries and other pay related benefits, the working week for staff in Grade 6 and above is regarded as 37.5 hours.

ii. Detailed guidance will be prepared relating to the use of indeterminate hours within the University with a view to addressing concerns arising from the extension of indeterminate hours. The principles of this guidance have already been agreed with the trades unions, and are appended to this agreement, with a view to the full guidance being completed and available by the beginning of the autumn term 2006.

iii. Significant financial benefits will be afforded to the groups identified below as a result of the implementation of the Framework Agreement, in terms of some or all of the
following: increased non-discretionary headroom, increased discretionary headroom, and so on, no further compensation will be paid to these groups in respect of their transfer to indeterminate hours.

- Staff employed on current Clerical grade 5 or below transferring to grade 6 or above on the new structure.
- Staff employed upon current Clerical grade 6 transferring to grade 7 or above on the new structure.
- Staff employed on Technician grade D or E transferring to grade 6 or above on the new structure.
- Staff employed on Technician grade F or above transferring to grade 7 or above on the new structure.

iv. Staff who are currently employed on Clerical grade 6 and who transfer to grade 6 on the new structure will not derive an increase in headroom from the transfer. In order to facilitate a transfer to indeterminate hours of work for this group, the University will make a payment to these individuals of £1000 (pro rata for part time staff) in two equal instalments, the first upon implementation and the second in December 2006 (assuming implementation is with effect from 1 August 2006), both requiring the individual to be in the employment of the University at the date of implementation (in order to receive the first payment) and on 1 December 2006 (in order to receive the second payment). These payments will not be pensionable.

v. A small number of posts currently graded at Technician F which will transfer to grade 6 on the new structure and, as with the Clerical grade 6 posts transferring to this grade, will not derive an increase in headroom from the transfer to offset the move to indeterminate hours. A payment of £1000 will be made to these individuals (pro rata for part time staff) in the same way that the payment is being made to Clerical grade 6 staff transferring to this grade. These payments will not be pensionable.

36. Compensation payments relating to a change in hours (either an increase in the standard working week or a move to indeterminate hours) will be forfeited if a post holder is promoted or appointed to a different post or grade which does not attract a compensation payment prior to the actual (as opposed to the backdated) implementation of the Framework Agreement. In the event that a post holder is promoted or appointed to a different post or grade which does not carry a compensation payment subsequent to the date of implementation then they will receive only those compensation payments pertaining to the dates they were employed in the eligible post or grade.

37. Compensation payments relating to a move to indeterminate hours will not be payable in the event of the scenarios outlined in Reduction and Removal of Allowances – point 39 - 41 below.

38. Prior to this agreement, Other-Related staff, uniquely amongst Academic-Related staff, have had a determined working week of 37.5 hours. Overtime payments have only exceptionally been paid to Other-Related staff and, therefore, they will not incur a
financial loss from their transfer to indeterminate hours. On occasions, hours worked beyond the normal course of duty have been compensated by reasonable time off in lieu and it is expected that these flexible arrangements will be accommodated by the guidance on the operation of indeterminate hours.

Reduction in or Removal of Allowances

39. In the event that there is a reduction in, or removal of, a contractual allowance upon implementation, where possible the loss will be offset against any increase in an individual’s overall level of remuneration. In cases where there is no such increase or the increase is not sufficient to cover the full loss, then the individual’s total earnings immediately prior to assimilation will be protected for a period of three years or until their earnings under the new arrangements are equal to or greater than their protected earnings, whichever is the sooner. Non consolidated pay awards will be paid in respect of the total protected earnings for the duration of this period.

40. In cases where there is a loss, as a result of implementation, of (i) continuous overtime, albeit not necessarily contractual, or (ii) overtime to which there is a regular and established pattern, either of which has lasted in excess of the year from 1 June 2005 to 31 May 2006, where possible the loss will be offset against any increase in an individual’s overall level of remuneration. In cases where there is no such increase in overall remuneration or the increase is not sufficient to cover the full loss, then the individual’s total earnings immediately prior to assimilation, inclusive of the overtime which meets the above criteria, will be protected for a period of three years or until their earnings under the new arrangements are equal to or greater than their protected earnings, whichever is the sooner. The loss of overtime will be calculated on the basis of the average of the applicable overtime worked in each of the two years to 31 May 2006 and will be paid in monthly instalments. Non consolidated pay awards will be paid in respect of the total protected earnings for the duration of this period.

41. In some cases, the losses outlined in points 39 and 40 above will occur as a result of a transfer to indeterminate hours. In such cases, where the individual has been designated to receive a payment in order to facilitate their transfer to indeterminate hours of work, they will receive either the compensation payment or the protection of their loss of earnings as outlined above, whichever is the greater.

42. A detailed review of allowances will be undertaken as part of the preparation for the assimilation of Manual and Ancillary staff to the new pay and grading structure from a date which has yet to be determined but which will be before the end of 2006. It is possible that the review of allowances will impact upon some Clerical and Technical and, possibly, a small number of Academic-Related staff. In this event, Amicus and UCU will also be party to the negotiations and the changes agreed will be incorporated into the contracts of all staff to whom the arrangements pertain.

43. Immediately, it has been necessary to address the payment of shift allowances in the Computer Centre. In those cases where staff are in receipt of shift allowance but no longer work to an established shift pattern, the allowance will be removed upon assimilation to the new pay and grading structure and the arrangements outlined in points 39 and 40 above will apply. In other cases, staff currently receive a 12.5% shift allowance. This far exceeds the shift allowance paid to Manual and Ancillary staff.
(£21.65 per week) and its continuation at the higher rate cannot therefore be justified in terms of equal pay. In these cases, the shift allowance will be standardised at the rate currently paid to Manual and Ancillary staff (that is, £21.65 per week, averaged over twelve equal instalments). Any loss of overall earnings arising from these changes will be dealt with in accordance with points 39 and 40 above.

44. Technician staff within the Division of Biomedical Services who attend out of hours are in receipt of overtime and unsocial hours payments; these payments are significant. Some of these staff will transfer to indeterminate hours under the current proposals and Amicus has requested that consideration be given to exceptional arrangements to accommodate the additional, unsocial hours of this group in the light of their statutory responsibilities. The University intends to review the current allowance arrangements for all Biomedical Services staff in conjunction with the Director of Biomedical Services. In the event that the University considered it appropriate to discontinue or modify the current arrangements, provision has been made in the budget for the protection of overall earnings of the staff concerned for a period of up to three years in accordance with the arrangements set out above.

Pensions

45. The threshold for eligibility for membership of USS in the new pay and grading structure will be Grade 6. All new appointees to Grades 6 and above (and existing support staff transferred into these grades as a result of job evaluation who are not currently enrolled in an occupational pension scheme) from 1 August 2006 may join USS. All new appointees to Grades 1 – 5 inclusive may join the Defined Contribution Scheme offered by the University.

46. Under the transitional arrangements announced by USS, employees who are currently in the pension schemes for support staff (PAS or the defined contribution scheme) and who, as a result of job evaluation, transfer to Grade 6 or above will have a "one time only" opportunity to join USS. Alternatively, they may ask to remain in their current scheme (which may be more advantageous for members within a few years of retirement). However, the decision whether to allow any member in this position to remain in the PAS or the defined contribution scheme rests with the scheme trustees. A decision whether to join USS does not have to be made immediately, but the transitional arrangements will only be available for a limited time. It is important, therefore, that members of staff who find themselves newly eligible for membership of USS contact the Pensions Office as early as possible following the announcement of the outcomes of assimilation to discuss their options with regard to either transferring to USS or the possibility of remaining within their existing scheme.

47. In the case of a member of staff opting to join USS, the University will not fund the costs of transferring previous service to USS.

48. If a current member of PAS or the defined contribution scheme whose post is evaluated into Grade 6 or above and whose request to remain in their current scheme is granted, is subsequently promoted or otherwise takes up another post in Grade 6 or above, they cannot remain in the local scheme and must join USS.
49. Current members of USS who posts are evaluated into Grades 1 -5 inclusive will be permitted to remain in membership of USS.

Notice Periods

50. Appointments, other than when probationary arrangements apply or in the case of summary dismissal, may be terminated by the member of staff or the University by giving notice in writing from any date, in accordance with the following scale, such notice to be given by or to the University, as appropriate:

<table>
<thead>
<tr>
<th>Grades 1 – 5 inclusive:</th>
<th>Grades 6 and above:</th>
</tr>
</thead>
<tbody>
<tr>
<td>One month’s notice</td>
<td>Three month’s notice</td>
</tr>
</tbody>
</table>

51. Subject to the above minimum periods of notice, the University is required in relation to members of staff with five or more years’ service to give one week’s notice for each year of continuous employment up to a maximum of twelve weeks’ notice if the period of continuous employment is twelve years’ or more.

52. There is no distinction in notice periods between fixed-term and open-ended appointments.

Hourly Paid Staff*

53. It is recognised that there will continue to be a need for the University to engage individuals to carry out a variety of different types of work either on an intermittent basis or for very short periods of time. It is acknowledged that, in these circumstances, payment on the basis of an hourly rate is appropriate. Established processes, including reference to role profiles, will be used to assess each broad type of work for which payment on the basis of an hourly rate applies, in order to determine the appropriate pay grade and thence a range of hourly rates.

* This section applies to casual Clerical and Technical staff, and to other atypical workers but not to regularly employed hourly-paid Manual and Ancillary staff. The arrangements set out in this section will be effective from a date to be determined.

Summary of Ancillary Agreements

54. Principles of a Comprehensive Performance Management Scheme (Appendix 3)

It has been agreed that a jointly agreed comprehensive performance management scheme, based on the principles set out in Appendix 3, will be introduced during the 2006/07 year.

55. Principles of Guidance on the Operation of Indeterminate Hours (Appendix 4)

It has been agreed that jointly agreed guidance on the operation of indeterminate hours, based on the principles set out in Appendix 4, will be developed before the beginning of the Autumn Term 2006/07.

56. Principles of a Revised Sickness Absence Policy (Appendix 5)
It has been agreed that a jointly agreed revised sickness absence policy, based on the principles set out in Appendix 5, will be introduced during the 2006/07 year.

57. **Sick Leave and Sick Pay Scheme (Appendix 6)**

   Applicable to all staff. The revised procedure will replace the existing scheme contained in the relevant conditions of service.

58. **Disciplinary and Dismissal Procedure (Appendix 7)**

   Applicable to all staff other than academic staff and statutory officers to whom Statute 32 applies. The revised procedure will replace the existing procedures contained in the relevant conditions of service.

59. **Grievance Procedure (Appendix 8)**

   Applicable to all staff other than academic staff and statutory officers to whom Statute 32 applies. The revised procedure will replace the existing procedures contained in the relevant conditions of service.