Leicester Manual and Ancillary Agreement for:
(i) the Assimilation of Manual and Ancillary Staff to the University’s Single Pay and Grading Structure, (ii) Revisions to the Framework of Allowances and (iii) Changes to Working Practices

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10 July 2007
Preamble

1. The parties to the Leicester Manual and Ancillary Agreement are the University and Unison, which the University recognises for the purpose of collective negotiations on behalf of its Manual and Ancillary staff. The agreement represents the culmination of negotiations on arrangements to:

(i) assimilate Manual and Ancillary staff to the University’s single pay and grading structure;
(ii) revise the current framework of allowances; and
(iii) change a range of working practices undertaken by Manual and Ancillary staff, particularly in the Estates Office and Residential Services.

Subject to acceptance of the Leicester Manual and Ancillary Agreement by the University’s Council at its meeting on 9 July 2007 and Unison members in a ballot to be concluded on 24 July 2007, the provisions of the Agreement will be incorporated into the individual contracts of employment of all Manual and Ancillary staff (other than those noted in section 5) from 30 July 2007 for weekly paid staff and 1 August 2007 for monthly paid staff, with assimilation to the single spine backdated to 1 August 2005.

2. There will be a significant cost arising from the assimilation of Manual and Ancillary staff to the single pay and grading structure. This will place both the Estates Office and Residential and Catering Services under additional financial pressure at a time when they are already experiencing significant financial challenges and are required to make substantial efficiency savings. The terms of the agreement have been designed to facilitate the transfer of Manual and Ancillary staff to the single pay and grading structure whilst introducing changes which will assist with the overall management of costs, improvements in efficiency and effectiveness, and, where possible, the safeguarding of Manual and Ancillary jobs. Unless otherwise stated, current working practices and contractual arrangements are unchanged. However, it is acknowledged by the University and Unison that it is in the nature of successful businesses to evolve and that further changes in working practices will, inevitably, be required in the future to meet the changing needs of the business.

3. The University was not required to implement the national Framework Agreement for the Modernisation of Pay and Grading Structures for Manual and Ancillary staff, as these staff were covered by a local agreement. However, the University undertook to include Manual and Ancillary posts in the job evaluation exercise undertaken during 2005 – 2006 and then to assimilate these staff to the new single spine as part of its commitment to the principles of equal pay.
4. In the event of the University concluding that there is no reasonable prospect of achieving a collective agreement with Unison to give practical effect to the Leicester Manual and Ancillary Agreement from 30 July 2007 for weekly paid staff and 1 August 2007 for monthly paid staff, the commitment to backdate the assimilation of Manual and Ancillary staff to 1 August 2005 will be withdrawn.

5. Manual and Ancillary staff termed as “casual” (either in their contracts of employment or on the University’s SAP HR and Payroll database) and atypical Manual and Ancillary workers paid via the fees payroll will be dealt with by a separate exercise and, therefore, are not covered by the arrangements set out in this agreement. There is no commitment to backdate any of the arrangements which may be made in respect of these individuals.

Single Pay and Grading Structure

6. The University introduced a single pay and grading structure on 1 August 2006 for staff groups covered by the national Framework Agreement. Unison was a party to a number of the discussions which resulted in the introduction of the structure. Therefore, neither party has sought to vary the structure during the negotiations resulting in the Leicester Manual and Ancillary Agreement. A copy of the full structure is attached (Appendix 1).

7. The following summary highlights those features of the new pay and grading structure which are relevant to Manual and Ancillary staff and 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 periodically. The relevant trades union(s) will be consulted as part of the periodic review process.

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 procedures periodically. The relevant trades union(s) will be consulted as part of the periodic review process.

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. 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.

vii. 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. These posts will be constrained by the Researcher Membrane which will be located at the top of point 27. This membrane applies only to Researcher posts and will not constrain the progression of Manual and Ancillary posts within the non-discretionary range of grade 6.

viii. A small number of posts will experience a reduction in headroom in their new grades, as compared with their current grades, upon assimilation to the single structure, for reasons not related to the outcome of the job evaluation exercise. Manual and Ancillary staff currently paid on grade MAS1 whose posts have been evaluated at grade 2 in the single structure will experience a reduction in the non-discretionary maximum for their posts of £359. Manual and Ancillary staff currently paid on grade MAS4 whose posts have been evaluated at grade 3 in the single structure will experience a reduction in the non-discretionary maximum for their posts of £576. This reduction will not occur as a result of the posts in question being evaluated at a lower grade than currently but, rather, is due to the design of the single grading structure which means that the non-discretionary maxima for grades 2 and 3 are lower than the maxima for grades MAS1 and MAS4 respectively.

It was not feasible to revise the single pay and grading structure to accommodate the loss of head room which will be experienced by the three or so Manual and Ancillary staff who will be affected by this issue. Therefore, a one-off payment will be made to staff transferring from (i) MAS1 into the non-discretionary range of grade 2 and (ii) MAS4 into the non-discretionary range of grade 3 on the single structure in compensation for the loss of non-discretionary headroom incurred. The compensation payable to the individuals affected will be a one-off payment of £500 (gross, pro-rata for part time staff). The payments will be made with the August 2007 salary payment and will not be pensionable.
ix. 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 these arrangements on 1 August 2007.

Assimilation Arrangements

Assimilation Upon Transfer to the New Pay and Grading Structure

8. Assimilation will be backdated to 1.8.05 for staff who have been continuously employed by the University from that date. For staff who commenced their employment with the University after 1.8.05, or who had a break in their continuous service after this date, the backdating will be to the date of their commencement, or recommencement, of employment with the University.

9. In order to qualify for the backdated payment, staff must have been in the employ of the University on 1 June 2007.

10. Wages, salaries and allowances will be converted to full time, annual amounts for the purpose of assimilation to the single pay and grading structure. (Where staff worked on a part time or term time only basis, or commenced their employment part way through the academic year, the amounts payable will be pro-rata’d at the end of the assimilation exercise to reflect the actual number of weeks and / or hours worked.)

11. Assimilation will be based on the full time equivalent of a post holder’s basic monthly salary, weekly wage or hourly rate of pay at 1.8.05 or the date of commencement in the employ of the University, exclusive of the non-consolidated 2005 - 2006 pay award, and assimilation will be to the corresponding point on the single pay and grading structure.

12. For monthly paid staff, any incremental progression due up to and including the date of transfer to the single pay and grading structure will be included in the calculation of base salary for the purpose of transfer.

13. Where attendance allowance and Leicester protected allowance are currently paid, these will be rolled up into base pay prior to assimilation.

14. A sum equivalent to attendance allowance will be rolled up into base pay prior to assimilation for those weekly paid staff who (i) would have been eligible to receive this allowance but for the small number of hours which they worked or (ii) have not previously been eligible to receive this allowance.

15. For salaried staff, their base salary is already derived from an annual figure on the MAS salary scales. For weekly paid staff, annual base salary will be calculated by multiplying the standard weekly rate for a standard 37 hour week for the job by 52. For hourly paid staff, annual base salary will be calculated by multiplying the
standard hourly rate for the job by 37 to reflect the standard full time week and then by 52 to arrive at the full time equivalent annual sum.

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

17. Where the current basic salary (plus rolled up Leicester protected allowance and / or attendance allowance where applicable) 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).

18. In cases where the current basic salary (plus rolled up Leicester protected allowance and / or attendance allowance where applicable) is above the discretionary maximum of the evaluated grade, it will not be assimilated to a point on the single pay and grading structure. Instead, the post will be red-circled and given protection for a period of three years from 1 August 2005 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 sooner. In cases where a post holder commenced their employment in a red-circled role after 1.8.05, the period of salary protection will begin from the date that they commenced their employment in their red-circled post and will not exceed 31.7.08. The protected salary will be pensionable.

19. (i) In cases where the current basic salary (inclusive of rolled up allowances where appropriate) is less than the evaluated grade for the post, the post will be green-circled. 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 1.8.05 (or the date of commencement in role, if later).

For staff covered by this provision who will transfer to the single pay and grading structure with backdated effect from 1.8.05, their date for future incremental progression within the non-discretionary range of their grade will be 1 August, commencing one year after they transferred to the bottom of the evaluated grade for their post.

For staff covered by this provision who will transfer to the single pay and grading structure at a point after 1.8.05, their date for future incremental progression within the non-discretionary range of their grade will be the anniversary of the first of the month following their transfer to the evaluated grade for their post.

(ii) In cases where a post holder was employed in their post on 1.8.05 and the increase in their salary would be more than 10% upon transfer to the bottom point of the evaluated grade for their post, 50% of the increase will be implemented with effect from 1.8.05, assimilated to the equivalent, or in the
event that there is no equivalent, the next point up the single pay scale. The remaining increase to the bottom of the evaluated grade for the post will take effect from 1 August 2006. The post holder’s date of future incremental progression within the non-discretionary range of their grade will be 1 August 2007 and then 1 August thereafter.

(iii) In the event that a post holder commenced their employment after 1.8.05 but prior to 31.7.06 (for weekly paid staff) or 1.8.06 (for monthly paid staff), then the phasing-in arrangements will apply from the date of commencement in the role, with transfer to the bottom of the evaluated grade for the role taking place on 31.7.06 for weekly paid staff and 1.8.06 for monthly paid staff. The post holder’s date of future incremental progression within the non-discretionary range of their grade will be 1 August 2007 and then 1 August thereafter.

(iv) The phasing-in of green circles will not be applicable to staff who commenced their employment on or after 31.7.06 for weekly paid staff and 1.8.06 for monthly paid staff. From these dates, staff will be transferred directly to the bottom of the evaluated grades for their posts upon commencement of their employment in a green-circled post. The post holder’s date of future incremental progression within the non-discretionary range of their grade will be the anniversary of the first of the month following their commencement in the role.

20. For staff who assimilate to the single pay and grading structure with backdated effect from 1.8.05 and whose grade prior to assimilation did not include more than one pay rate, their date for future incremental progression within the non-discretionary range of the grade for their post will be 1 August, commencing one year after assimilation to the single structure. This excludes green-circled posts covered by sections 19 (i) – (iv) above.

21. For staff who assimilate to the single pay and grading structure at a point after 1.8.05 and whose grade prior to assimilation did not include more than one pay rate, their date for future incremental progression within the non-discretionary range of the grade for their post will be the anniversary of the first of the month after the date of their assimilation (including any backdating) to the single pay and grading structure. This excludes green-circled posts covered by sections 19 (i) - (iv) above.

22. For staff who were paid on the MAS scale prior to transfer to the single pay and grading structure, their date for future incremental progression within the non-discretionary range of the grade for their post will be the same as their incremental date on the MAS scale, unless they had been at the top of the non-discretionary range for their MAS grade for more than a year prior to assimilation (including any backdating), in which case their date for future incremental progression within the non-discretionary range of their grade will be 1 August, commencing one year after
their assimilation to the single structure. This excludes green-circled posts covered by sections 19 (i) - (iv) above.

Changes During the Course of the Backdated Period of Implementation (1 August 2005 – 30 July 2007 for weekly paid staff and 1 August 2005 - 1 August 2007 for monthly paid staff)

23. (i) For staff paid on the MAS grades, in cases where the removal or replacement of an annual increment, which had been awarded under the pre-assimilation arrangements during the course of 1 August 2005 – 31 July 2007, would result in a reduction in the post holder’s basic salary, the award of an increment will be honoured on the single pay and grading structure from the date that it was originally applied.

(ii) In these cases, the post holder will assimilate to the new pay and grading structure in accordance with the principles established in sections 17 and 18 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 2007 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 18 above.

24. 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 (plus rolled up Leicester protected allowance and/or attendance allowance where applicable) at the time of assimilation up to the point that the change occurs. This approach will apply in cases where multiple changes have occurred during the period August 2005 and July 2007, in the event that 24 (i) and (ii) are not applicable.

Additional Clarification Relating to Assimilation

25. 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 (less in the case of employees who commenced their employment after 1.8.05) 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.

26. In the event that a post holder has refused to complete a job summary form, 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 and Pro-Vice Chancellor designate 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

27. 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 will map into the discretionary range of their new grades upon transfer to the single pay and grading structure 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, staff will not revert to the non discretionar y range provided that there is agreement on the introduction of comprehensive performance management and capability procedures during the course of 2007 - 2008, the principles of which were determined and agreed as part of the negotiation of the Leicester Joint Agreement during 2006; Unison was party to these discussions. The reversion of 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

28. 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.

29. The protection will be for a period of three years from the 1.8.05 or until such time as the maximum salary for the evaluated grade is equivalent to or exceeds the protected salary, whichever is the sooner. In cases where a post holder commenced their employment in a red-circled role after 1.8.05, the period of salary protection will begin from the date that they commenced their employment in their red-circled post and will not exceed 31.7.08. The protected salary will be pensionable.

30. Any pay awards implemented by the University during the period of protection relating to red-circled roles 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 to 31 July 2007 and a further allowance equivalent to 1% of their protected base salary from 1 February 2007 to 31 July 2007. The payment of this part of the award will cease on 31 July 2007. 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 31 July 2008.
31. At the end of the period of protection for a red-circled post holder, 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 the maximum point in the discretionary range of the evaluated grade for the post.

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

32. Some staff paid on the MAS grades will be transferred to a grade with less non-discretionary headroom than their current grade 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.

33. Some staff paid on the MAS grades may be transferred to a grade with less discretionary headroom than their current grade 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.

**Harmonisation of Hours**

34. The standard working weeks for the different grades of the single pay and grading structure are as set out below. Some groups of Manual and Ancillary staff, including within the Estates Office: porters and senior porters, complex supervisors, night security assistants and principal night security assistants and a number of sports hall attendants, recreation assistants, fitness advisors and the site supervisor and within Residential Services: a number of porters will continue to be contracted to work the following non standard weeks:

   i. Estates porters and senior porters: 37 hours, averaged over a nine week shift pattern;
   ii. Complex supervisors: 37 hours;
   iii. Night security assistants and principal night security assistants: 45 hours averaged over a four week shift pattern;
   iv. Some (not all) sports hall attendants, recreation attendants, fitness advisors and site supervisor: hours vary from 38.5 to 44; and
   v. Some porters within Residential Services: 41 hours per week.

Where hours of work are contracted to exceed the standard working week by a predetermined number of hours, as in the cases outlined above, the additional contractual hours of work will be pensionable.
These working weeks are exclusive of current contractual provisions for Manual and Ancillary staff to undertake overtime on an as required basis or to participate in call out and stand-by arrangements. Unless changes are expressly stated elsewhere in this agreement (see sections on overtime, stand-by allowance and changes to working practices), then any current contractual requirements to work overtime as required and to participate in stand-by and call out arrangements will remain effective.

35. Grades 1 - 2

i. The full time standard working week is 37 hours, exclusive of meal and refreshment breaks.

ii. The University is conscious of section 4 of the JNCHES Pay Agreement 2006 – 2009 and, therefore, is 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 the Estates Office 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.)

36. Grades 3 - 5

i. The standard working week is 35 hours, exclusive of meal and refreshment breaks.

ii. Manual and Ancillary staff employed upon these grades will reduce their hours of work to a 35 hour standard working week over a two year period as follows:

30 July (weekly paid) / 1 August (monthly paid) 2007 – July 2008: 36.5 hours per week.
August 2008 – July 2009: 36 hours per week.
August 2009 onwards: 35 hours per week.

The decreases are pro rata for part-time staff, unless it is confirmed in writing to the member of staff that the current hours will continue to be worked (in which case, the FTE will be adjusted accordingly). The phased decreases are applicable to new staff joining the University (that is, staff appointed during the current year will have a standard working week of 36.5 hours, reducing to 36 hours with effect from 1 August 2008 and 35 hours with effect from 1 August 2009).

iii. These hours will be exclusive of paid meal and refreshment breaks.

37. Detailed guidance has been prepared relating to the increase/decrease in the standard working week and is appended to this agreement. Preparation of the guidance predated the conclusion of this agreement and the document did not anticipate the phasing for the reduction in hours of work indicated in paragraph
36(ii) above. In relation to the Manual and Ancillary staff, paragraph 36(ii) of this agreement takes precedence over paragraph 3(i) of the Joint Guidance on the Implementation of Reduced/Increased Hours of Work.

38. Grades 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 has been prepared relating to the use of indeterminate hours within the University with a view to addressing concerns arising from the extension of indeterminate hours and is appended to this agreement.

39. The new working practices set out in this agreement, including shift patterns, overtime arrangements and standby rotas, are designed to ensure, as far as possible, compliance with the requirements of the Working Time Regulations. However, the University and Unison recognise that there may be occasions when strict compliance with the Regulations in their standard format is not possible (for example, with regard to breaks and rest periods) and that, for the avoidance of doubt, it will be useful to agree a schedule of derogations from the Regulations. A schedule of derogations will, therefore, be agreed in respect of all shift patterns and stand-by rotas prior to 29 October 2007 for weekly paid staff and 1 November 2007 for monthly paid staff.

Pensions

40. The threshold for eligibility for membership of USS in the single pay and grading structure is Grade 6. All new appointees to Grades 6 and above (and existing Manual and Ancillary staff transferred into these grades as a result of job evaluation) may join USS. All new appointees to Grades 1 – 5 inclusive may join the Defined Contribution Scheme offered by the University.

41. Manual and Ancillary staff who are transferred to grades 6 and above may choose to:

i. be a continuing member of PAS or the Defined Contribution Scheme for future and past service; or
ii. be a new member of the USS for future and past service; or
iii. be a new member of USS for future service from a date to be determined and a deferred member of PAS or the Defined Contribution Scheme from the date that they joined either of these schemes up to the date of joining USS.

42. It is likely that a cut off date for joining USS will be established in the near future; Manual and Ancillary staff transferring to grades 6 and above will be advised of this date and the detailed arrangements for deciding whether to transfer to the USS in due course.

43. Advice on pensions will be offered at no charge to members of Manual and Ancillary staff who transfer to grades 6 and above on the single pay and grading structure and this will take the form of a general advice session plus one individual session with a USS-approved independent financial adviser engaged by the University. If a member of staff prefers to consult an alternative independent financial adviser, the University will make a contribution of up to £250 to the cost of obtaining this advice.

44. 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.

Notice Periods

45. 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:

- Grades 1 – 5 inclusive: One month’s notice
- Grades 6 and above: Three months’ notice

46. 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.

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

Appeals Against Job Evaluation Outcomes

48. There will be an appeals process against the outcomes of the job evaluation exercise which will be conducted in accordance with the principles and procedure that were agreed by the Joint Job Evaluation Steering Group. However, the operational
details, including the timeframes for the completion of the appeals process, will be subject to further consultation with Unison.

Allowances

49. The negotiations with Unison have included a full scale review and rationalisation of the scheme of allowances currently paid to Manual and Ancillary staff in order to ensure (i) consistency of application across all Manual and Ancillary groups of staff, (ii) fitness for purpose, (iii) cost effectiveness and (iv) compliance with the principles of equal pay.

50. The revised scheme of allowances is summarised below and will be effective from 29 October 2007 for weekly paid staff and 1 November 2007 for monthly paid staff. All current arrangements for the payment of allowances will cease on these dates unless stated otherwise within this agreement.

Overtime

51. The University has the option of compensating staff for overtime worked with (i) time off in lieu at the equivalent rate at which overtime would otherwise be paid or (ii) payment at the relevant overtime rate. It is the expectation that the majority of overtime worked within the Estates Office and Residential and Catering Services will be paid. Where this is not the case, the staff working the overtime will be informed that compensation for overtime worked will be by time off in lieu prior to the overtime being undertaken.

52. Additional hours worked up to a working week of (i) 37 hours for staff in grades 1 and 2 and (ii) 35\(^1\) hours for staff employed in grades 3,4, and 5 do not constitute overtime and will be paid for at plain time.

53. The following rates of overtime will apply to all Manual and Ancillary staff with effect from 29 October 2007 for weekly paid staff and 1 November 2007 for monthly paid staff:

   i. in cases where the standard working week is 35 hours, time worked in excess of this figure up to and including 37 hours will be paid at plain time;
   ii. hours worked in excess of a 37 hour week will be paid at time and a half;
   iii. overtime will not be payable to staff in grades 6 as the post holders in these grades will be employed on indeterminate hours of work. However, an exception will be made in cases where staff participate in a pre-determined stand-by rota, in which case overtime will be paid at plain time for the time taken to deal with the task.

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\(^1\) The phased reduction of the standard working week will apply up to 1 August 2009.
54. Overtime worked as part of a predetermined shift rota (that is, guaranteed overtime) will be averaged over the duration of the rota and will be paid in equal instalments. There will be no requirement for this overtime to be claimed on a claim form. Overtime worked over and above that included in the rota will be dealt with in accordance with the provisions relating to non-contractual overtime.

55. In cases where a member of staff has taken sick leave during the working week, overtime will not be payable until the overtime threshold of work in excess of 37 hours for staff employed in grades 1 and 2 and 35\(^2\) hours for staff employed in grades 3, 4, and 5, has been reached through actual hours worked. Approved holiday, however, counts towards the overtime threshold.

56. In addition to payment (or time off in lieu) to compensate for overtime, staff will receive an equivalent amount of time off in lieu at plain time when the overtime is worked on a bank holiday or a University closure day.

57. Overtime and travelling expenses will not be paid in respect of the time and costs incurred in travelling to and from work in order to undertake overtime.

58. Except in cases of contracted (guaranteed) overtime, overtime payments will not be pensionable.

### Shift Allowance

59. There is an increasing requirement for staff to work flexibly in response to the need for the University to provide a growing number of its services outside of normal office hours. The Estates Office and Residential and Catering Services already provide some services twenty four hours per day, seven days per week. There will be no specific payments made in response to the requirement for flexibility such as 5/7 working or unsocial hours working. However, payment will be made for working at different times on a predetermined shift basis where the shift rotas are established well in advance of the patterns worked (usually a minimum of six months in advance).

60. There are two levels of shift allowance:

   i. a higher level which will be paid at 20% of salary spine point 5 and
   ii. a lower rate which will be paid at 10% of salary spine point 5.

61. The higher level of allowance will be paid when the predetermined shift rota:

\[2\] During the phased reduction of the standard working week for staff employed in grades 3, 4 and 5, the overtime threshold figure will be (i) 36.5 hours from 30 July 2007 – 31 July 2008 for weekly paid staff and 1 August 2007 to 31 July 2008 for monthly paid staff and (ii) 36 hours from 1 August 2008 to 31 July 2009 for all staff. The hours of part time staff will be reduced pro rata to these amounts.
i. includes a pattern of 3 or more shifts, spanning a period of three or more weeks; and
ii. spans 7 days per week; and
iii. spans a period of more than 12 hours from the earliest commencement of a shift to the latest ending of a shift within the rota.

62. The lower level of shift allowance will be paid when the shift rota:

i. includes a pattern of 2 shifts, spanning a period of two weeks; and / or
ii. spans less than 7 days per week; and / or
iii. spans a period of 12 hours or less from the earliest commencement of a shift to the latest ending of a shift within the rota.

63. Shift allowance will be paid only when shifts are worked or during periods of scheduled annual leave. It will not be paid when an employee is on sick leave. It will be withheld at the rate of 1/5th per day’s sick leave, up to a maximum of the loss 5/5ths (which equates to one week’s shift pay) in any one week. (A week is defined as Monday to Sunday inclusive.)

64. The arrangement for the withholding of shift payments will be reviewed prior to the introduction of monthly pay in April 2008 for the weekly paid staff covered by this agreement. The purpose of the review will be to ascertain whether a different mechanism for the withholding of shift pay during periods of sick leave should be introduced in the light of the transfer to monthly pay. In the event that a different mechanism is deemed to be more appropriate then this will be introduced following consultation with Unison. The mechanism will not exceed the withholding of one month’s shift pay in any one month.

65. Where shift allowance is paid on a regular basis, it will be pensionable. In cases where a member of staff qualifies to receive shift allowance, they will not also be eligible to receive flexibility allowance. The payment of shift allowance will take precedence over the payment of flexibility allowance.

**Flexibility Allowance**

66. The potential requirement for the payment of a flexibility allowance has been identified to compensate staff whose work is very unpredictable in terms of both working hours and the nature of the work undertaken (in that a significant amount of the work undertaken falls outside of what could reasonably be expected to be encompassed within the duties of the role). In cases where both of these criteria are met, a flexibility allowance equivalent to the lower rate of shift allowance (10% of scale point 5) will be paid.

67. Where flexibility allowance is paid on a regular basis, it will be pensionable. In cases where a member of staff qualifies to receive shift allowance, they will not also
be eligible to receive flexibility allowance. The payment of shift allowance will take precedence over the payment of flexibility allowance.

68. The flexibility allowance will not be payable to those groups who are employed on a flexible basis from the outset. This includes staff who may be employed on annualised hours contracts and zero hours contracts.

69. Flexibility allowance will only be paid when an individual is working flexibly in accordance with the definition provided in paragraph 66 above or during periods of scheduled annual leave (when the individual would otherwise be working flexibly). It will not be paid when an employee is on sick leave. It will be withheld at the rate of 1/5\(^{th}\) per day’s sick leave, up to a maximum of the loss 5/5\(^{th}\) (which equates to one week’s flexibility allowance) in any one week. (A week is defined as Monday to Sunday inclusive.)

70. The arrangement for the withholding the payment of flexibility allowance will be reviewed prior to the introduction of monthly pay in April 2008 for the weekly paid staff covered by this agreement. The purpose of the review will be to ascertain whether a different mechanism for the withholding of flexibility during periods of sick leave should be introduced in the light of the transfer to monthly pay. In the event that a different mechanism is deemed to be more appropriate then this will be introduced following consultation with Unison. The mechanism will not exceed the withholding of one month’s flexibility allowance in any one month.

**Stand-By Allowance**

71. Stand-by allowance will be paid in respect of regular stand-by duties undertaken in accordance with a predetermined rota by staff employed in grades 5 and below.

72. Staff employed in grades 6 - 9 will not normally be eligible to be paid stand-by allowance as the time which they take to deal with any stand-by and call out duties which they undertake will usually be accommodated within the terms of the guidance on the operation of indeterminate hours.

73. However, in those cases where staff employed on grades 6 – 9 are included on a predetermined stand-by rota, they will be eligible to be paid stand-by allowance.

74. Stand-by allowance will be paid at the rate of £80 per full week of standby (pro rata for part weeks, 1/7\(^{th}\) for each day or 24 hour period of standby). The allowance will only be paid for those periods when a member of staff is on stand-by.

75. Call outs undertaken whilst on stand-by will be paid at the relevant rate of overtime for the time taken to deal with the task.

76. Payment will not be made for expenses incurred travelling to or from an individual’s normal place of work.
77. Staff who participate on a stand-by rota are expected to be flexible to ensure adequate stand-by coverage at times of annual leave, sickness, vacancies and so on.

78. Where stand-by allowance is paid on a regular basis, it will be pensionable.

**Discontinuation of Allowances**

79. Following the review and rationalisation of the scheme of allowances paid to Manual and Ancillary staff, the following allowances referred to below will be discontinued. The effective date of discontinuation will be 29 October 2007 for weekly paid staff and 1 November 2007 for monthly paid staff unless stated otherwise within this agreement.

80. Leicester protected allowance and attendance allowance will be rolled up into base pay prior to assimilation to the assimilation of Manual and Ancillary staff to the single pay and grading structure and will therefore cease to be paid as separate allowances from the date of assimilation, that is 30 July 2007 for weekly paid staff and 1 August 2007 for monthly paid staff, with backdated effect from 1 August 2005.

81. Living out allowance which is paid to some staff in Residential Services where there was once an expectation that free accommodation would be provided with their roles. This allowance has also been paid as a form of market supplementation.

82. In response to the need for the University to provide a growing number of its services outside of normal office hours, enhanced payments for working at times which have hitherto being considered to constitute unsocial hours, including work undertaken on bank holidays, University closure days, weekends, nights and evenings, will cease. This includes working bank holidays, University closure days, weekends, nights and evenings on a rota basis as part of a shift pattern. However, when scheduled work is undertaken on a bank holiday or University closure day (that is, as part of a predetermined rota), staff will receive an equivalent amount of time off in lieu at plain time to compensate for the time worked on these days.

83. Payment will not be made for the expenses incurred travelling to or from an individual’s normal place of work.

84. The payment of an allowance for staff who have hitherto being required to use their home telephones for work purposes, in order to be contacted when on stand-by duty, will cease with effect from 1 November 2008. Staff on-call will, in future, be issued with mobile phones when undertaking stand-by duties as part of a predetermined rota.

85. The provision of rent free accommodation will be dealt with in accordance with the following principles:
i. clarification of the personal taxation liability of staff who are provided with accommodation as part of their overall remuneration package will be sought. Each member of staff provided with accommodation will be liable for the payment of any personal taxation arising from the provision of this benefit. In the event that a backdated personal liability for taxation is levied in respect of accommodation which has been provided, the University will discuss with the individuals affected how best that liability may be discharged;

ii. an independent valuation of the level of market rent pertaining to the accommodation provided will be obtained. The valuation will determine the level of rent which will be charged for the accommodation with effect from 1 November 2008; the accommodation will continue to be provided without charge (other than liability for personal taxation) up to this date;

iii. an assessment of the level and quantity of additional duties undertaken by members of staff who have been provided with accommodation will be undertaken and separate payment will be made for these duties with effect from 1 November 2008;

iv. in some cases, it will be necessary for the additional duties undertaken by the members of staff provided with accommodation to be restructured to accommodate the formalisation of stand-by and call out arrangements. This is the case with staff who are provided with accommodation within Residential Services. The restructuring will be effective from 29 October 2007 for weekly paid staff and 1 November 2007 for monthly paid staff.

86. Sundry super and sundry non-super payments are aggregations of current allowances. As such, these payments will be replaced by the payment of individual allowances, where such payment is appropriate, from the new framework of allowances.

Changes to Working Practices

87. The cost of transferring Manual and Ancillary staff to the single pay and grading structure will be significant. These costs will be partially offset by the introduction of new working practices or changes to current working practices. Some of these changes have been agreed in detail by the University and Unison whilst in other cases, the principle that the change will be introduced at a future date has been agreed between the University and Unison; in these latter cases, consultation will take place with Unison with regard to the University’s proposals for giving practical effect to the changes prior to their actual implementation.

88. The changes referred to below are not exhaustive and do not preclude discussion of further changes as the needs of the Estates Office and Residential and Catering Services evolve.
Paid Refreshment and Meal Breaks

89. In line with changes made elsewhere in the University, the practice of providing paid refreshment and meal breaks will cease with effect from 29 October 2007 for weekly paid staff and 1 November 2007 for monthly paid staff. However, breaks will continue to be paid in those cases where, for reasons of security, staff are required to remain on call and are not permitted to leave the University’s premises during the course of their breaks.

90. Detailed guidance has been prepared relating to the taking of refreshment breaks and is appended to this agreement. Preparation of the guidance predated the conclusion of this agreement and the document did not anticipate (i) the requirement to continue to pay for refreshment and meal breaks in the circumstances indicated in paragraph 89 above and (ii) the timeframes for the cessation of refreshment breaks indicated in paragraph 89 above. In relation to the Manual and Ancillary staff, paragraph 89 of this agreement takes precedence over paragraphs 4 (i) – (iii) of the Joint Guidance on the Implementation of Reduced/Increased Hours of Work.

Transfer to Monthly Pay

91. The weekly paid staff covered by this agreement will transfer to monthly pay with effect from April 2008. Consultation will take place with Unison with regard to the transitional arrangements which will be introduced prior to April 2008 to assist the transition to monthly pay.

Revised Shift Patterns for Estates Porters and Senior Porters

92. New working patterns will be introduced for Estates porters and senior porters with effect from 29 October 2007; it is anticipated that these will result in a significant reduction in the level of overtime which is currently worked by portering staff.

93. The new working patterns will:

i. comprise a pattern of 9 shifts, spanning a period of nine weeks;
ii. span 7 days per week; and
iii. cover a period from 7.00 am to 10.00 pm from the earliest commencement of a shift to the latest ending of a shift within the rota.

94. During the Christmas / New Year and Easter University closure periods, the standard rota for Estates porters and senior porters will be suspended and replaced by separate rotas covering these periods, these being designed to spread the load of cover during the University closure periods. The payment and time off in lieu arrangements for working on bank holidays and University closure days are indicated in paragraph 82.
95. There will still be a requirement for Estates porters to undertake overtime. The University and Unison has agreed, therefore, that each Estates porter and senior porter will be required to undertake up to 104 hours of overtime in a 13 week period, in the event that they are requested to do so. However, the availability of overtime cannot be guaranteed and overtime worked will not be pensionable. Requests for staff to work overtime must not be unreasonably refused.

96. These arrangements will not apply to Complex Supervisors who will continue to work their current shift pattern.

97. These arrangements will not apply to the Quality and Training Supervisors who currently work days and will continue to do so. The Administration Supervisor, who currently works shifts, will transfer to day work with effect from 29 October 2007.

**Maintenance Shift Fitters**

98. The maintenance shift fitters will work a shift pattern which:

i. comprises two shifts worked over a two week period;
ii. spans 7 days per week; and
iii. covers a period from 6.00 am to 7.00 pm from the earliest commencement of a shift to the latest ending of a shift within the rota.

99. In the event of the absence of one of the shift fitters, the shift rota will be suspended and the remaining fitter will be required to work the early shift Monday to Friday. In cases where this situation arises part way through the week and may result in the remaining fitter exceeding their contractual hours, they may not be required to work either the early Thursday and / or early Friday shifts. It is anticipated that these arrangements will significantly reduce the level of overtime currently worked by the maintenance shift fitters. In the event that the shift pattern is suspended in these circumstances, the shift allowance will continue to be paid to the shift fitter remaining at work (and to the shift fitter who is not at work in the event that their absence is due to scheduled annual leave).

100. These arrangements will be effective from 29 October 2007.

**Electronic Time and Attendance System**

101. An electronic time and attendance system will be introduced for part time cleaning staff within Estates, with a view to introducing flexibility into the start and finish times for these staff. The system will be introduced during 2008, following consultation with Unison with regard to the operational aspects of the system.
102. The University and Unison have agreed to extend the introduction of the electronic time and attendance system to other groups of Manual and Ancillary staff within Estates in the future. Unison will be consulted with regard to the operational aspects of the system prior to its extension.

**Saturday Working for Domestic Assistants in Residential Services**

103. Domestic Assistants in Residential Services will be contracted to work four Saturdays per year in accordance with the following:

i. the first Saturday after the end of each term and the last Saturday before the commencement of the Autumn term will be worked;

ii. the work will be for a period of 6 hours per Saturday, exclusive of refreshment breaks;

iii. the work to be undertaken will not necessarily be at the location at which a domestic assistant is usually based (for example, staff who usually work at Freemen’s Common may be required to undertake work in the Oadby Halls on these days or vice-versa); and

iv. payment will be at plain time for a working week of up to 37 hours inclusive of the work undertaken on a Saturday.

104. As this constitutes a contractual change to the contracts of all domestic assistants within Residential and Catering Services, a one-off compensation payment of £250 (gross) will be paid to all domestic assistants after the first Saturday worked under these arrangements (that is, the Saturday prior to the commencement of the 2007/08 Autumn term). In order to qualify for payment, the domestic assistant must attend work on this day in accordance with the requirements set out in paragraph 103 above unless they are unavailable due to scheduled annual leave or certified sick leave.

105. These arrangements will be effective from 1 September 2007.

106. In view of the compensation payment to be paid to domestic assistants in Residential Services, their earnings will not be protected in accordance with the provisions outlined in paragraph 112 below.

107. These arrangements are additional to any existing contractual arrangements for domestic assistants to undertake work at weekends.

**Verification of Sickness Absence**

108. In the event that the University considers the level of sickness absence on bank holidays and University closure days to be a cause for concern, it reserves the right to introduce the requirement for staff scheduled to work on these days to provide a doctor’s certificate to confirm the reason for their sickness absence on these days, even if the absence is for a period of less than seven consecutive days.
109. Similarly, in the event that the University considers the level of sickness amongst
domestic assistants in Residential Services on the four Saturdays indicated in
paragraph 103 above, the University reserves the right to introduce the requirement
for domestic assistants to provide a doctor’s certificate to confirm the reason for
their sickness absence on each of these days.

110. Unison will be consulted prior to any decision to introduce the requirement to
certify sickness absence in accordance with the provisions of paragraphs 108 and /
or 109.

111. In the event that this requirement is introduced, the University will meet the cost of
providing a doctor’s certificate.

Protection of Earnings

112. The University recognises that there will be some cases where changes to the
framework of allowances and / or to working practices will result in a reduction in
the future earning potential of a minority of Manual and Ancillary staff. The
earnings of staff affected in this way will be protected for a period of three years.

113. The period of protection will commence on 29 October 2007 for weekly paid staff
and 1 November 2007 for monthly paid staff.

114. A small number of staff who will transfer to grade 6 and above (and, in
consequence, will transfer to indeterminate hours) will experience a reduction in
earnings upon assimilation to the single pay and grading structure due to the fact
that they will no longer be eligible to be paid overtime (except that relating to
participation on a standby rota). The protection of earnings for this group has been
extended by a further three months, from 30 July 2007 for weekly paid staff and 1
August 2007 for monthly paid staff, to cover the period from their assimilation to
the single pay and grading structure.

115. Earnings will be protected at pre-assimilation rates for the year to April 2007. The
base figure for the protection of earnings will be the April 2007 P60 figure. This
figure will be adjusted in accordance with a schedule agreed with Unison to take
into account payments which fall outside of the scope of protected earnings, such as
acting up allowance.

116. The protection will be paid as a non-consolidated allowance and will not be
pensionable. The allowance will be paid in equal instalments across each of the pay
periods (52 for weekly paid staff and 12 for monthly paid staff).

117. In the event that actual earnings are equal to or exceed protected earnings in any
one pay period then the protection allowance will not be payable in respect of that
particular pay period.
118. Overtime claim forms which are submitted late will be processed as if they had been submitted on time and offset against the appropriate pay period accordingly, with any commensurate adjustments to earnings being made.

119. Overtime will be allocated first to those staff in receipt of a protection of earnings allowance in accordance with the following formula:

i. staff eligible to receive protection of earnings payments in excess of £5000 per annum will be required to undertake up to 104 hours’ overtime in a 13 week period;

ii. staff eligible to receive protection of earnings payments between £2000 and £5000 per annum will be required to undertake up to 65 hours’ overtime in a 13 week period;

iii. staff eligible to receive protection of earnings payments up to £2000 per annum will be required to undertake up to 32.5 hours’ overtime in a 13 week period.

120. Overtime worked by staff eligible to receive protection of earnings payments will be offset against the protection payments. This means that an actual payment for overtime worked will only be made when nominal pay for the overtime worked exceeds the total pay protection during a 13 week period. Therefore, payment for overtime worked over and above the protected allowance will be calculated and paid on a 13 week basis.

121. For staff who have been in the employ of the University for less than a year, in order to qualify for protection of earnings they must have completed a minimum of six months’ service in their Manual and Ancillary role by 1 August 2007. The calculation of the protected earnings figure will be as per paragraph 115, pro rata’d for the period of time which the individual has been employed in their Manual and Ancillary role.

122. In the event that a request to work overtime is considered to be unreasonably refused by a member of staff who is eligible to receive a protection of earnings allowance, the protection of earnings allowance may be withheld for the pay period in which the refusal occurred.

123. These arrangements do not preclude staff who are not eligible to receive a protection of earnings payment from being required, if appropriate, or requested to undertake overtime.

124. The protection of earnings allowance is not applicable to domestic assistants within Residential Services whose reduction in allowances was compensated for through a one–off payment of £250.
Summary of Appendices and Ancillary Agreements

The following have been agreed by the University and its three recognised trades unions and, as such, apply to Manual and Ancillary staff covered by the Leicester Manual and Ancillary Agreement.

Appendix 1: Single Pay and Grading Structure

Appendix 2: Principles of a Comprehensive Performance Management Scheme

It has been agreed that a jointly agreed comprehensive performance management scheme, based on the principles set out in Appendix 5, will be introduced during the 2007/08 year.

Appendix 3: Joint Guidance on the Implementation of Reduced/Increased Hours of Work

Joint guidance has been agreed on the phased reduction/increase in standard hours of work and the withdrawal of paid refreshment breaks.

Appendix 4: Joint Guidance on the Operation of Indeterminate Hours

Joint guidance has been agreed on the operation of indeterminate hours.

Appendix 5: Principles of a Revised Sickness Absence Policy

It has been agreed that a jointly agreed revised sickness absence policy, based on the principles set out in Appendix 8, will be introduced during the 2007/08 year.

Appendix 6: Sick Leave and Sick Pay Scheme

The revised procedure will replace all existing schemes contained in the relevant conditions of service.

Appendix 7: Disciplinary and Dismissal Procedure

The revised procedure will replace the existing procedures contained in the relevant conditions of service.

Appendix 8: Grievance Procedure

The revised procedure will replace the existing procedures contained in the relevant conditions of service.