

Terms and Conditions of Service

For Support Staff

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1. Appointments and Terms and Conditions of Service

All appointments are made subject to the Charter, Statutes, Ordinances and Regulations of the Open University for the time being in force.

Secretarial and Clerical, Manual and Ancillary, and Technical terms and conditions of service and salary scales are subject to national negotiation with JINCHES (Joint Negotiating Committee for Higher Education Staff)

In the event of disagreement between the parties, the matters in dispute will be fully and further considered by appropriate Senior Officers (on behalf of the Council of the University) and Senior Officials of UNISON, or UNITE as appropriate. Neither party will resort to any external Conciliation or Arbitration or to any form of industrial action until or unless reasonable efforts have been made to resolve the matters in dispute.

2. Equal Opportunities

The Open University aims to create the conditions whereby students and staff are treated solely on the basis of their merits, abilities and potential, regardless of gender, colour, ethnic or national origin, age, socio-economic background, disability, religious or political beliefs, family circumstance, sexual orientation or other irrelevant distinction.

The University has an action plan to implement this policy. The effectiveness of this policy shall be reviewed regularly by such means as shall be agreed.

3. Medical Examination

The University reserves the right to require staff to undergo a medical examination by a registered medical practitioner, nominated by the University, prior to their employment or at any other time, if it deems it to be justifiable. The cost of any such medical examination will be met by the University. There is also a requirement for some staff to undergo a medical examination periodically during their employment, under the health & safety regulations relating to their duties.

4. Duties

Duties will be as may be determined from time to time by the University Council and members of staff shall undertake such duties as may be necessary for the furtherance of the University's objectives. Particular responsibilities in respect of their work shall be to the Head of Unit to which they are appointed. No member of Staff shall during the currency of an appointment to the University Staff accept any additional employment of any kind which may adversely affect or influence the satisfactory performance of their duties. The prior permission of the Head of Unit must be sought before additional employment is undertaken, such permission will not be unreasonably withheld.

5. Probation

All offers of first appointment are subject to an initial probationary period. In the case of trainees, the period will be six months; in all other cases it will be a minimum of three months and a maximum of six months (including any extension). Within this period, the appointment will be subject to one week's notice in writing on either side. The Head of Unit will ensure that an appropriate member of staff is responsible for reviewing and discussing progress on a regular basis with the new appointee, and for providing counselling support when required. On the satisfactory completion of the probationary period the appointment will be confirmed in writing by the University. If the University decides not to confirm the appointment it will, on expiry of the period of probation, apply one of the following options:

1. The probationary period will be extended once only, unless agreed otherwise with UNISON, or UNITE as appropriate (subject to the overall maximum of 6 months). On the satisfactory completion of this extension, the appointment will be confirmed in writing by the University. If the University decides not to confirm the appointment, then either notice of one full calendar month will be given or one month's pay in lieu of notice will be given.
- or
2. Notice of one full calendar month will be given.
- or
3. One month's pay in lieu of notice will be given.

Subsequent changes of job after confirmation of the initial probationary period will not be subject to a further period of probation.

6. Salaries

Current salary scales which apply at The Open University can be found on the HR Intranet. These salaries are subject to national negotiations and are normally increased annually as a result of any agreed cost of living award.

For Secretarial and Clerical, IPS, Manual and Ancillary and Technical staff the salary incremental date is 1st October except that persons appointed between 1st April and 30th September in one year receive their first subsequent increment on 1st October of the following year. For craft workers there is no automatic incrementation. The position on the scale relates to experience and qualifications which is re-assessed annually. Any changes will be effective from 1st October.

Appointments will be made at salary points within the appropriate salary scales. Salaries are paid monthly in arrears by bank credit on or before the last working day of each month.

7. Acting Allowances

1. In the event of short-term absences of staff and temporary workload peaks, existing staff will provide cover and work flexibly within a particular Spending Unit at a particular site, and will not expect additional assistance or remuneration. 'Short-term' is defined as three weeks or less.
2. Where the post-holder regards the cover required under sub-paragraph (1) above as being onerous, the post-holder will have the right to refer the matter to their Branch Secretary or equivalent Officer of the relevant union, who will, if he/she thinks it appropriate, request an immediate meeting of the relevant Negotiating Committee before any arrangements are implemented.
3. When a member of staff is called upon to undertake the full duties and responsibilities of a higher graded post for a period of more than three working weeks, for any reason other than annual leave, he/she is entitled to receive a salary in accordance with the grade of the post temporarily occupied from the date on which the duties and responsibilities in question were undertaken, including any weightings or emoluments attached to the post.
4. Where there would be no entitlement to a higher salary, because the full range of duties of a higher graded post are not involved, the University will grant an honorarium to be agreed beforehand between the Head of Unit and the member of staff concerned (at an amount depending upon the particular circumstances) to a member of staff who performs or is expected to perform duties outside the scope of his/her post for a period in excess of three working weeks.

8. Promotion

- (i) In all circumstances, promotion is defined as an improvement in the job grade of the individual (other than through job evaluation – see clause 11).
- (ii) It is the intention of the University, in principle, to award appropriate increments to staff who are promoted to jobs of a higher grade at the time of such promotion. Where a member of staff is promoted by an Appointment Committee to another post at a higher grade, the following guidelines on starting salary will apply:
 - Appointments must be made to a salary point on the correct establishment grade for the post;
 - Where staff are appointed to posts on incremental salary scales the date of the next increment should be borne in mind when fixing salary. (Anyone who starts on or before 1st April in any one year is entitled to receive an increment on 1st October of the same year. Anyone who starts after this date is not entitled to receive an increment until 1st October of the following year. In the latter case, the Head of Unit has discretion to include an increment in the salary offered on appointment);
 - When determining a starting salary, consideration should be given to the salaries of existing similar staff in a Unit and their comparative experience and length of service.
 - Appointment to the top of the scale (where salaries are on an incremental scale) should be avoided if at all possible;
 - Staff moving from one post to another on the same grade continue on the same salary.

9. Additional Incrementation and Special Awards

Salary reviews shall normally take place once each year, during which consideration will be given to the granting of additional incrementation for staff on incremental scales. Special Awards may also be granted in accordance with such criteria as may from time to time be determined by the Council.

10. Job Evaluation

For support staff the HERA (Higher Education Role Analysis) Scheme applies, and salaries are paid within the ranges specified for the job grades. Scores from the scheme are used to assign roles to appropriate grades or bands in the salary structure. Individuals should not be paid salaries in excess of those stipulated for the properly evaluated job grade. If, as a result of the job evaluation process a job is downgraded, the incumbent will be entitled to time limited personal protection of their existing grade and salary. They will be entitled to receive annual increments, excluding discretionary increments, until they reach the top of the scale. They will also be entitled to receive any appropriate cost of living awards. Information on the scheme is available from Human Resources including guidance on the method of grading, re-evaluation, appeals and salary assimilation.

11. Hours of Work

1. The contractual working week for full-time staff is 37 hours.
2. The pattern of daily hours to be regularly worked is determined by the Head of Unit in order to meet the University's specified operational and service needs and

having regard to supervisory, security, team working, technical and other relevant working considerations. The Head of Unit may determine standard or individual working patterns subject to:

- (i) each member of staff having a regular, agreed and recorded pattern of working hours;
 - (ii) at least 37 hours (excluding lunch breaks) must be worked each week by full-time staff;
 - (iii) a minimum of 30 minutes lunch break must be taken by full-time staff and by part-time staff after a maximum of five hours worked. Consideration will be given to individual staff who request to work a maximum of 6 hours before taking a break of no less than 20 minutes. Requests will only be considered if the requested periods of work fall within the current opening hours of the unit;
 - (iv) for appointments prior to 1st April, 1997, regular work patterns will fall within the hours 8.30am to 6pm Monday to Thursday and 8.30am to 5.30pm on Friday, or such other regular pattern outside these hours as may already exist in particular Units or areas;
 - (v) for new appointments (with effect from 1st April 1997), regular work patterns will fall between the University's service hours which are potentially 8am to 10pm Monday to Saturday, and 9am to 1pm on Sunday;
 - (vi) overtime, at premium rates, will be calculated as hours worked in excess of 37 hours a week for full-time and part-time staff.
3. Heads of Units will consider requests from staff to work particular hours having regard to the considerations under paragraph 2 above and to personal circumstances of the member of staff such as travel or domestic arrangements (or other personal considerations).
 4. Agreed hours may be subject to periodic review and the Head of Unit reserves the right to give notice of reasonable changes to hours (including reasonable requests to vary hours in exceptional circumstances at short notice in order to provide cover in particular circumstances) where operational needs require this. For those holding appointments which commenced prior to 1st April 1997, any proposed change to hours will fall within those specified under paragraph 2(iv) above, changes outside these hours will be by mutual agreement. For new appointments (this is defined as internal appointments to alternative posts of the same or higher grade, either on a temporary or permanent basis, and conversion of temporary posts to permanent, but not upgradings as a result of job evaluation) or for staff holding appointments which commenced prior to 1st April 1997 who change hours by mutual agreement outside the pattern specified in 2(iv) above, the Head of Unit reserves the right to give notice of reasonable changes to hours within those specified under paragraph 2(v) above.
 5. Staff have a personal responsibility for working their contracted hours each week. Staff who arrive late will normally be required to make the time up at the discretion of the Head of Unit or his/her delegate.

12. Overtime

1. Authority to work overtime
No overtime can be worked or compensated as such until or unless specifically and previously requested and authorised by local managements. This applies whether or not individual staff have 'volunteered' to work such overtime.

2. Method of Compensation

Approved overtime working in excess of 37 hours in any week for full-time and part-time staff will be remunerated as follows, subject to a minimum of one completed hour of overtime:

Mon - Sat	at time and a half
Sun / Bank Holidays	at double time
Christmas closure period	at double time

Call-outs between 12 midnight and 6.00am double time.
All call-outs carry a guarantee of 3 hours payment.

Staff requested to work such overtime may have an option to be compensated by Time Off in Lieu at equivalent rates to those specified for payment above. However, local managements will have the right in certain explained and appropriate circumstances to request that overtime be compensated exclusively by payments as indicated above. If such a request is declined by staff, the University reserves the right to withdraw its request for the overtime working and to make alternative arrangements. Agreement to meet the wishes of individual staff will not be unnecessarily withheld by management and explanations for declining to meet individual's wishes as to the form of compensation will be given to them.

(See also Appendix B setting out compensation for time spent on training outside normal working hours.)

3. Special Occasions

Notwithstanding the foregoing provisions for overtime working, the following arrangements will pertain until further notice:

(a) Residential Schools

The Sessional Rates already agreed and promulgated will continue to apply. Occasional overtime worked outside the Sessional Rates Scheme will be compensated as indicated above.

Overtime working at Residential Schools does not carry an option of Time Off in Lieu of the hours worked on normal working days.

(b) Day Schools and Degree Ceremonies

The work undertaken on these occasions will be remunerated under the terms of the overtime scheme as set out in paragraph (2) above.

4. Calculation of Overtime on individuals' Non-Working Days

It is necessary to clarify the extent to which commitments on non-working days can be properly regarded as overtime working. As a general guide, where travel to or from an assignment on such a day does not exceed one hour, such a period should not be included in the calculation for compensation. The University does, of course, meet the costs of such travel. Thus, staff normally working at and residing near Walton Hall or a Regional Office would not include travel time when committed to overtime working at their normal place of work.

In the case of staff undertaking overtime at different and more distant places of work (i.e. attendance at Degree Ceremonies at a non-local venue) where travel to or from the assignment takes more than one hour by the most direct and expeditious route, such travel time should be included in the total calculation of hours when computing compensation. Travel (and, if approved, overnight accommodation) costs would also be met by the University.

5. Method of Payment

Overtime Returns should be completed by local managements, agreed with the staff concerned and signed by Heads of Units (or their appointed deputy) on the first working day of each month following that to which the Return applies. The form should be sent direct to Staff Payments Office, Finance Division, by no later than the third working day of the month. Failure to do this may delay payment until the next month. The Staff Payments Office will compute overtime payments from the forms and arrange for appropriate enhancement to the Salary Payment to individuals in that month.

13. Pensions

Each member of staff will be automatically enrolled into a pension; the University's chosen pension scheme is the Universities Superannuation Scheme (USS). The employee's pension contributions will be automatically deducted from their monthly salary. The University and the USS trustee will need to process their data in order to meet the legal requirement to enrol them into the pension scheme. Further details about USS (including the USS trustee's privacy notice) can be found at www.uss.co.uk. Membership of the scheme means that employees will be subject to the USS rules in force at any time. Staff may opt-out of USS at any time if they so wish.

14. Sickness and Sick Pay

In the event of absence due to sickness or injury, the appropriate Head of Unit (or nominee) must be informed immediately. The Head of Unit will then inform the Staff Payments Office.

If the absence exceeds 3 working days an Open University Self Certification form or National Insurance Medical Certificate (as appropriate) must be submitted without delay through the Head of Unit to the Staff Payments Office. Thereafter, certificates must be produced at the time of issue. The detailed procedures for notifying all sickness absences are set out in Appendix C.

Members of staff are entitled to receive the following salary payments upon production of the appropriate certificate.

Period of Service with The University	Entitlement	
	Full Pay	Half Pay
During the first 3 months service	2 weeks	2 weeks
During the remaining 9 months of the first Year of Service	2 months	2 months
Second and Third Year of Service	3 months	3 months
Fourth and Fifth Year of Service	5 months	5 months
After Fifth Year of Service	6 months	6 months

The Council of the University may extend the periods of full sick pay and will normally do so for a period of up to 12 months full pay where staff have over 5 years service.

The rate of allowance and the period for which it shall be paid in respect of any absence due to illness shall be ascertained by deducting from the period of benefit appropriate to the member of staff's service on the first day of absence the aggregate of the periods of

absence due to illness during the twelve months immediately preceding the first day of absence. In aggregating the periods of absence no account shall be taken of any unpaid absence on sick leave.

Any Statutory Sick Pay (SSP) due will be included in normal full sick pay; staff in receipt of half sick pay will receive any SSP due in addition to their half pay, subject to the total gross pay being no more than normal salary on full pay. The qualifying days for Statutory Sick Pay purposes are Monday to Friday each week. Where SSP is not payable, the Staff Payments Office will advise individual staff of the procedure for claiming State Sickness benefit to which they may be eligible.

National Insurance benefits to which members of staff are entitled will be deducted from any full rate of salary payments (as outlined in the above table) made during absence on account of sickness or injury.

At any time during absence an employee shall, if required by the University, submit to a medical examination by a registered medical practitioner, nominated by the University. (See also clause 3.)

Members of staff falling sick during Public Holidays or days of published University Closure (Christmas) will not be granted any compensation in lieu of such days of sickness. A member of staff who is sick during an agreed period of holiday entitlement will on the production of an Open University Self Certification form (and a medical certificate in the case of illness of 8 calendar days or more) be granted compensatory days of holiday. Any alternative days of holiday granted must be taken at a time convenient to the University and the individual.

15. Holidays

Staff are entitled to holidays with pay as follows:-

Contractual Holidays	30
Statutory Holidays	8*
University Closure Days	3
Total	41

* The total number of paid Bank or Public Holidays is the same for all staff working across the United Kingdom, although the dates may be different depending on local variations.

The leave year will run from 1st August to 31st July.

Leave is taken at times convenient to the University, and within the leave year in which it accrues. Exceptionally, where members of staff are unable to take part or all of their holiday in a particular leave year due to requests made of them by the University, they shall be entitled to carry such outstanding holiday period into the next leave year by agreement with the Head of Unit.

A member of staff is entitled to carry forward 10 days of his/her current leave entitlement into the next leave year for personal reasons. A member of staff may be permitted to anticipate up to 10 days of leave from the next leave year, provided that he/she undertakes to return to his/her post at the end of the leave and serve the University for at least the minimum period necessary to earn the full entitlement to the leave anticipated.

Proportionate paid leave is granted to staff entering or leaving the University service based on the actual date of joining or leaving.

15 a. Long Service Leave

Staff are entitled to additional annual paid leave for long service as follows:

Continuous Service with The Open University: 5 or more years
Long Service Leave: 3 days (pro rata for part-time staff)
Long service entitlement is included from the start of the leave year in which the anniversary falls.

15 b. Unpaid Leave

Where a member of staff has exhausted all his/her paid leave entitlement and requests additional unpaid leave, the appropriate Head of Unit has discretion to authorise limited periods of unpaid leave, up to a maximum of 10 days in any leave year.

Any application for a period of unpaid leave beyond 10 days would be a matter of consideration in the first instance by the Head of Unit, who has discretion, subject to operational considerations, whether or not to recommend the application to the Secretary.

Service is not broken by taking approved periods of unpaid leave.

Any periods of unpaid leave can affect your pension entitlement and death in service benefit. Consult Pensions if you are considering taking unpaid leave.

16. Maternity and Adoption Leave, Paternity Leave, and Parental Leave

Further information on the University's Maternity and Adoption, and Paternity Leave Schemes is available from Human Resources. Information on Statutory Maternity and Adoption Rights and Statutory Maternity and Adoption Pay, and the Parental Leave scheme is also available from Human Resources.

17. Leave for Public Commitments

The University, recognising that members of staff may wish to undertake forms of public and social service will, so far as is practicable and reasonable support them in such activities. To this end, conditions have been adopted to cover service in Parliament, in Local Government, as a Justice of the Peace, on Government Committees and on a Jury. Details of the scheme are available from Human Resources.

18. Contingency Leave

Members of staff may be granted Contingency Leave on full pay for compassionate or similar reasons. Such leave will normally be granted only for occasions which could not have been readily allowed for such as a bereavement, the incapacity or sickness of a close relative, necessitating the absence of the member of staff or similar serious emergency. Contingency leave will not normally be allowed for purposes where other arrangements could reasonably have been made, or for a period beyond that reasonably necessary to make such arrangements.

Members of staff should in the first instance contact their Head of Unit or immediate management as soon as possible on the first day of absence to explain the circumstances. A Head of Unit may grant up to five days contingency leave at any one time, subject to a maximum of ten days in any one leave year.

The Director of Human Resources has discretion to allow additional contingency leave in appropriate circumstances.

Full details of the contingency leave policy and details of the statutory unpaid time off for dependants scheme are available from Human Resources.

19. Termination of Contract

Except during a probationary period appointments are subject to a minimum of one calendar month's notice of termination in writing on either side (see also Disciplinary and Capability Procedures - Condition 34). The formal written letter of resignation should be submitted to the Head of Unit.

Notice of termination of employment by the University thereafter will be as follows:

Length of Continuous Service	Period of Notice
Up to 4 years	1 calendar month
Over 4 years and up to 8 years	2 calendar months
Over 8 years	3 calendar months

The University shall also be free to pay salary in lieu of notice.

20. Retirement

Those staff members holding preserved benefits from their past membership of the former OUSS (preserved benefits now held with USS) may retire from age 60 without actuarial reduction in respect of benefits accruing prior to 1 August 2004. Benefits accruing under USS from 1 August 2004 and any attaching service credit resulting from the transfer from OUSS to USS will be paid in accordance with the rules of USS.

21. Part-Time Appointments

Staff may be appointed to posts to work regular and fixed numbers of hours. These Conditions of Service will apply except that:-

- (1) the salary payable is that proportion of the full-time salary which the number of working hours per week bears to 37.
- (2) holiday entitlements (and public and specified holidays) will be calculated on a pro-rata basis.
- (3) sick leave entitlement for part-time appointments is limited to the rate as under (1) above.
- (4) Approved overtime as outlined in condition 13 will only be paid for hours worked in excess of normal 37 hour working week.

22. Part-Year Appointments

Staff may be appointed on a part-year basis, subject to operational requirements. Normally the minimum number of weeks will be 30 a year. Appointments may be on full-time or part-time hours. Paid leave will be pro rata according to the number of weeks/hours worked. Salary will be calculated according to the number of weeks/hours worked and the proportionate paid leave entitlement. Further details are available in the Guidance on Part-Year Appointments.

23. Post Entry Training

The University, in seeking to promote the job satisfaction and career progression of its staff, together with the development of the skills and knowledge that are necessary for them to carry out their duties, makes provision for post-entry training and further education through the following:

- (i) Induction training - Induction Training within the institution designed to enable the new entrant to acquire a knowledge of the aims, function and role of the Institution.
- (ii) In-Service training - To enable the new entrant to acquire the skills necessary to undertake the duties of the post to which the employee is appointed. The university will extend such training to provide refresher training where necessary.
- (iii) Approved Courses of Further Education - Approved external courses of education and training in appropriate cases, to equip the employee for current and/or expected future responsibilities in the service of the university.

Training needs will be regularly discussed between the individual and the Supervisor or Head of Unit to whom enquiries should be directed in the first instance. Further information regarding reimbursement of Fees and other costs is available from the appropriate team Staff Development Adviser in Human Resources.

24. Career Development and Staff Appraisal (CDSA)

The University has a Career Development and Staff Appraisal scheme (CDSA) for all staff.

Full guidance notes and forms are available from Heads of Units and are also on the Human Resources Intranet site.

25. Tuition Fees - Open University Modules

Applicants and students for any modules presented by the University, for which they are accepted, shall be exempted from the relevant fees provided that they are members of staff at the time the fee falls due and subject to satisfactory participation in previous modules, if undertaken.

Members of staff registered for Research Degrees of the University shall be granted exemption from registration and examination fees due while they are in the employment of the University and subject to satisfactory progress.

Financial assistance may be given for courses of study through other institutions appropriate to individual circumstances and approved by the University.

Members of staff registered as students of the University will receive additional paid holiday for attendance at Residential Schools on the basis of one day's leave for each working day spent at a Residential School.

26. Accidents

Accidents whilst on any Open University premises or which happen while the individual is on University business must be reported at once to the appropriate Head of Unit and the Occupational Health and Safety (OHS) Department. There is a prescribed form for reporting accidents available from the Head of Unit or from the HR website, and members of staff are requested to note that the names and addresses of witnesses must be taken and a witness statement should be provided whenever possible.

27. Health and Safety

All members of staff are subject to the Health and Safety at Work Act 1974, or any successor thereto, and should make themselves fully familiar with the requirements of this Act and subsequent Regulations related to their area of work. All staff must also be familiar with the University's Safety Policy and any risk assessment applicable to the work they undertake.

Information about local health and safety arrangements is obtained from Unit Health and Safety Co-ordinators or Departmental Safety Officers and details are available on the OHS website.

28. Property

The University is unable to accept any responsibility for the security of the personal property of members of staff while on University premises.

29. Telephone Calls

Official telephones may be used within reason for short local private calls. This does not include private calls to mobiles irrespective of distance. All other private calls including telegrams and fax messages must be booked through the Operator and paid for.

30. Travel and Subsistence

The University will reimburse staff all reasonable travelling, subsistence and out-of-pocket expenses properly incurred in the discharge of their duties in accordance with the current conditions as approved by Council.

31. Removal Expenses

Persons appointed will be entitled to a grant to help towards meeting the cost of removal necessarily incurred as a result of accepting employment with the University (subject to the scheme eligibility conditions). The current conditions in respect of removal expenses as approved by Council are available from Human Resources.

32. Inventions (Technical Staff Only)

Information regarding the ownership of inventions is set out in Appendix E.

33. Disciplinary and Capability Procedures

A copy of the Disciplinary Procedures and the Capability Procedures for staff covered by these terms and conditions can be obtained from Heads of Units, and is available on the Human Resources Intranet site. A copy of the procedures is also available from the Branch Secretary or the equivalent Officer of the relevant Union.

34. Grievance Procedures

A copy of the Grievance procedures for staff covered by these terms and conditions can be obtained from Heads of Units, and is available on the Human Resources Intranet site. A copy of the procedures is also available from the Branch Secretary or the equivalent Officer of the relevant Union.

35. Trade Union Rights

Under the Trade Union and Labour Relations Act 1974, members of staff have the right to be a member of such registered Trade Union as they may choose. When exercising that right, members of staff should note that in the interests of encouraging effective, collective bargaining, the University has recognised UNISON as the appropriate union for Secretarial and Clerical Staff, Industrial Production Staff and Manual and Ancillary Staff, and AMICUS for Technical Staff and Craft Workers.

36. Confidential Information

Members of staff may in the course of their duty with the University have access to confidential information, in particular, that relating to assignments, examination papers and marks, as well as personal information on applicants, students, graduates and staff. Such information should not (either during or after service with the University) be divulged without due authorisation. All members of staff must abide by the provisions of the Data Protection Act and should inform themselves of the University's Code of Practice, available from Heads of Units.

The University's Data Protection Code of Practice is available on the Intranet at <http://www.open.ac.uk/university-documents/data-protection-code.html>

37. Flexibility and Productivity Agreements

Flexibility and Productivity agreements are set out in Appendix D.

38. Personal Files

The purposes for which the University uses staff personal information are:

- Personnel and institutional administration
- Work planning and management
- The provision of occupational health services
- The administration of the University's training and education provision
- To keep staff informed about goods and services offered by our associates
- To ask you to assist in OU surveys to help us plan and improve our services and systems
- To produce statistical information for publication
- To provide coded information to the Higher Education Statistics Agency (HESA). HESA may pass your record, or parts of it, to organisations that need it to carry out their statutory functions connected with funding higher education

For further information contact the University's Data Protection Co-ordinator and look at the University's Staff, Workers and Applicants Privacy Notice.

Under data protection legislation, an individual is entitled to be provided with information about the processing of their personal data and to a copy of such personal data, subject to statutory conditions and exemptions. Any requests should be made in writing to the Data Protection Co-ordinator, Walton Hall.

39. Leave of Absence

a) All Members of Staff

Members of staff may be granted unpaid leave of absence for approved academic or other purposes, or for personal reasons, for periods normally not exceeding twelve months. During such leave the University has discretion in special circumstances whether to maintain the employer's, and in special circumstances the employee's, superannuation contributions. The Head of the Unit should be consulted about applications for unpaid leave of absence normally at least six months before the start of the period in order that time is available for making the arrangements necessary to ensure that duties can be taken over.

Formal approval of a request for unpaid leave of absence under these arrangements must be given by the Director of Human Resources (or nominee).

b) Technical Staff

A member of technical staff may absent himself/herself from the University to attend meetings and conferences, and for research or for other academic purposes for periods of up to three consecutive working days with the approval of the Head of the appropriate Unit. Leave for approved purposes, other than study leave, may also be granted on full pay at the discretion of the Head of the appropriate Unit for longer periods provided that applications for such leave are made at least one month before the first date on which it is proposed to take such leave.

40. Appendix B: Compensation for time spent on training outside normal working hours and payment for travel time outside contracted hours to undertake overtime at other than the normal place of work (Monday to Friday).

Applies to Craft Workers, Industrial Production Staff, Manual and Ancillary Staff, Secretarial and Clerical Staff, and Technical Staff

1. Principles of payment for time spent on approved training activities outside contracted hours: Monday to Friday

(i) Attendance

Attendance on approved training courses which are a requirement of the job (i.e. selection skills, technical skills training, CDSA, and other training which is directly job related and approved by the Head of Unit) will be compensated as follows:

Full time staff: time and a half, or time off in lieu (T.O.I.L.) at time and a half (actual option to be agreed in advance) after contracted hours, subject to a minimum of one completed hour.

Part-time staff: subject to a minimum of one completed hour, plain time or T.O.I.L. at plain time for hours in excess of contracted hours up to 37 hours a week, time and a half, or time off in lieu at time and a half, for hours in excess of 37. (Option of payment or T.O.I.L. to be agreed in advance.)

(ii) Travel time

Travel time on Monday-Friday outside contracted hours to attend such training courses at other than the normal place of work compensated by plain time T.O.I.L. at plain time.

This would apply where travel to and from the training course takes more than 1 hour each way by the most direct and expeditious route, and in cases in which travel is overnight (e.g. from Scotland) there will be a cut-off point at 10.00 p.m. on that day.

N.B. There is no payment for an overnight stay.

2. Principles of payment for travel time outside the contracted hours to undertake overtime at other than the normal place of work: Monday to Friday

As in 1(ii) above.

41. Appendix C: Procedure for Individual to Notify All Sickness Absences

(This procedure applies to all University staff)

The Open University has its own Self Certification form for sick leave absences of 4 working days or more, but not more than 7 calendar days from the first working day of absence. A supply of these forms is held by each unit.

(i) On the First Day of Absence

The Head of Unit (or his nominee) must be notified as soon as possible on the first day of absence (by yourself or your representative) that you will be unable to attend work because of ill-health, and wherever possible, the Head of Unit should be given some indication of how long you are likely to be absent from work, and when your illness started. Where, for genuine reasons, first day notification is not practicable you must notify your Head of Unit as early as possible thereafter.

(ii) Sick-Leave Absences of three Working Days or Less

No Self Certification forms are required for absences lasting three working days or less. However, Heads of Units should be notified of the dates of all periods of sickness (including non-working days) so that the required records of periods of incapacity for work can be maintained in accordance with the Statutory Sick Pay (SSP) regulations.

(iii) Sick-Leave Absences of 4 working days or more, but not more than 7 calendar days (including Saturdays and Sundays) from the first working day of absence.

An Open University Self-Certification form certifying the reason for absence must be completed **on the first day of your return to work**, and given to your Head of Unit (or his designated nominee). The Head of Unit will sign it to confirm the date of receipt and forward it to the Staff Payments Office in order that the correct SSP payments may be made. **Although the University does not require a medical certificate at this stage, do not delay seeing your doctor if you need medical advice or treatment.** Provision is made for staff to inform the University Medical Adviser of the reason for absence if, on grounds of confidentiality, where the illness is of a particularly sensitive nature, this is preferred.

(iv) Absences lasting 8 calendar days or more (including Saturdays and Sundays) from the first working day of absence

An Open University Self-Certification form is required as in (iii) above from the **fourth working** day of absence to the **7th** calendar day of absence (this form will be sent to you by your Head of Unit and should be returned to him/her for forwarding to the Staff Payments Office). Medical certificates should be obtained from the 8th calendar day of absence and **forwarded to the Staff Payments Office via the Head of Unit**. Subsequent medical certificates should be forwarded to the Staff Payments Office through the Head of Unit at the time of issue, but at intervals not exceeding one month.

If a doctor decides to issue a medical certificate prior to the 8th calendar day of absence (because the absence will clearly exceed one week) then this certificate should be sent to your Head of Unit who will forward it to the Staff Payments Office. An Open University Self-Certification form will still be required for any days of absence from the fourth working day not covered by this Certificate.

(v) All Self-Certification forms and medical certificates will be treated as strictly confidential.

(vi) Deliberate failure to observe these rules for notification may lead to loss of Statutory Sick Pay (and Open University Sick Pay where applicable). If you are dissatisfied with a decision by the University to withhold Statutory Sick Pay (and/or Open University sick pay), you should seek clarification in the first instance from the Staff Payments Manager. Failing satisfaction, the issue would then be considered under the agreed local grievance procedures.

- (vii) The qualifying days for SSP purposes will be Monday to Friday each week.
- (viii) It is essential that the University receives prompt notification of all periods of sickness (including sickness on Saturdays, Sundays, Closure Days, Public Holidays and Annual leave and any other contractual non-working days) in accordance with the procedures set out above so that the correct amount of SSP is paid to employees.

42. Appendix D: Flexibility and Productivity Agreements

Flexibility Agreement

Preamble

The University seeks the co-operation of staff and the Unions that represent them, in ensuring that the University maintains a high quality of provision and service and can remain competitive for the future through responding flexibly to the changing needs of students and customers and through improvements in productivity. The flexibility proposals are designed to ensure that the University remains competitive by building upon the flexibility of working practices and hours which already exist in many areas of the University.

This agreement in no way diminishes the Open University's Duty of Care to its employees. It is not intended to be a tool used to move staff around existing posts without their agreement, within the University, but as a way of coping with changing work practices, new technologies and changing emphasis or duties within roles.

Principles

The University expects staff, and the Unions that represent them:

1. to take personal responsibility for the management of their working time and to cooperate in the consistent management of short-term sickness absence for all categories of staff, recognising that it is the responsibility of Unions to represent their members;
2. to respond co-operatively to reasonable changes in working hours or patterns of work assigned by the line manager to meet changing operational needs. The issue of flexibility of hours is related to the fact that to remain competitive the University will need, in some areas of activity, to be available to students, potential students and other client, both internal and external, over a longer period of the week, including weekends and in the evenings;
3. to undertake any duties reasonably assigned as may be necessary for the furtherance of the University's objectives including duties not currently in an individual's job description and duties previously undertaken by other categories of staff. The issue of flexibility within and between roles means that staff in all categories will be expected to cover wider ranges and types of activity across the broad areas of their work, and that we will need to develop the necessary skills and competencies of staff in order to facilitate this, where necessary. This is in no way intended to mean that where flexibility between and within roles is required that this will be outside the normal grading and reward schemes, including acting allowances, in terms and conditions of service where relevant;
4. to continue to accept new working methods including those arising from the use of new technologies following appropriate training;

5. to accept that within the general principle and normal practice of advertising appointments at least internally, competitive filling of appointments through advertisement is not possible (or appropriate) in all situations and to contribute to codes of practice to cover such situations.
6. to cooperate in the elimination of barriers and practices as between staff, staff groups and Unions which generate unnecessary duplication of work or which hinder (1) to (5) above.

Productivity Agreement

Staff will be required to cover the work of colleagues during their normal working hours where, as a result of these negotiations, there are additional holiday periods and/or the basic weekly hours have decreased. No additional resource (staffing or other) will be provided by the University to cover these negotiated improvements to terms and conditions of service.

43. Appendix E: The Ownership of Inventions

1. The terms of the Copyright Designs and Patents Act Of 1988 require that if a member of staff shall during his/her employment by the University make an invention, it shall be taken to belong to the University if:
 - (a) it was made in the course of the normal duties of the member of staff or in the course of duties falling outside his/her normal duties, but specially assigned to her/him, and the circumstances in either case were such that an invention might reasonably be expected to result from the carrying out of his/her duties; or
 - (b) the invention was made in the course of the duties of the member of staff and, at the time of making the invention, because of the nature of his/her duties and the particular responsibilities arising from the nature of his/her duties s/he had a special obligation to further the interests of the University.
2. Any other invention made by a member of staff shall be taken to belong to the member of staff.
3. In the case of an invention falling under Clause (1) above, the University will compensate the member of staff by way of a fair share of the benefits of a patent in respect of an invention of which the member of staff is the inventor and where the patent is of material benefit to the University. The amount of compensation will depend upon factors such as the nature of the duties of the member of staff, the effort and skill used and the involvement of University resources, that is equipment and/or personnel and the arrangements for patenting, exploitation and marketing of the invention.
4. In the event of any dispute over inventions between a member of staff and the University, either party may refer the dispute for determination by a Review Board constituted as follows:
 - (i) an independent Chair agreed by both parties;
 - (ii) a member of the academic staff, nominated by both parties;
 - (iii) a nominee of an appropriate professional association approved by the member.

The reasonable costs of references to the Review Board will be paid by the University.

44. Updates/Changes to the Terms and Conditions of Service

- Clause 11 Superannuation. Amended title to Pensions and included auto-enrolment requirements: Updated December 2019
- Clause 38 Personal Files: Updated re GDPR May 2018
- Clause 5 Probation: Updated February 2005
- Clause 14 Superannuation: Updated February 2005
- Clause 21 Retirement: Updated February 2005
- Clause 16A Long Service Leave: Updated October 2005
- Clause 41 Personal Files: Updated February 2006
- Clause 12 Hours of Work: Updated November 2006
- Appendix D: Updated September 2007
- Clause 22 Part-Time Appointments: Updated October 2007
- Clause 13 Overtime: Updated December 2007
- Clause 10 Job Evaluation: Updated November 2009
- Clause 14 Sickness & sick pay: Updated November 2009
- Clause 15b Unpaid Leave: Updated November 2009
- Clause 18 Contingency Leave: Updated November 2009
- Clause 15 Holidays: Updated September 2010
- Clause 22 Part-Year Appointments: Updated September 2010
- Clause 23 Part-Time Part-Year Appointment removed September 2010 and document re-numbered
- Clause 20 Retirement: Effective 1st October 2011
- Clause 15 Change date of annual leave year: Updated February 2013
- Clause 15a Long Service Leave: Updated November 2014
- Clause 13 Superannuation. Removal of reference to State Second Pension Scheme/contracting out: Updated June 2016
- Clause 6 Salaries: removed reference to London allowance: Updated November 2017