

Terms and Conditions of Service

Academic Staff Group

* Staff who were in permanent posts of Deputy Regional Director at 1st August 2000 retain the Academic Staff Group terms and conditions for Regional Directors; staff who were in permanent posts of Senior Counsellor at this date retain the Academic Staff Group terms and conditions for Regional Academic Staff.

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1. Application of these Terms and Conditions

These terms and conditions of service apply to all Deans, Directors of Study, Professors, Senior Lecturers and Lecturers (Central Academic Staff); Regional Directors; Staff Tutors, and OUBS Regional Managers (Regional Academic Staff), together with such other members of staff as shall from time to time be designated members of the Academic staff by the Council of the University on the recommendation of the Senate*1. Any variations applicable to a member of staff appointed to these posts on reduced hours will be on a pro-rata basis in relation to the terms and conditions applicable to full-time staff and will be stated in the letter of appointment. Any significant variations will be reported to the OU/OUAUT Negotiating Committee.

2. General Conditions

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

The University Council, on the recommendation of the Senate, may add to or amend these conditions of service from time to time after negotiation with the OUAUT in accordance with the agreed procedural arrangements.

Whenever these conditions of service are altered, in any significant respect any staff member may opt to continue under such previous conditions as have been applicable to her/him. The University will give six months notice of the formal adoption date of material new conditions of service, and shall simultaneously provide copies of these terms and conditions to all members of staff affected. A member of staff must notify the Secretary by this date if s/he wishes to continue under his/her previous conditions.

3. 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 with the OUAUT by such means as shall be agreed.

4. Trade Union Rights

A member of staff has the right to be a member of such registered Trade Union as he or she may choose, and to take part in its activities at the appropriate time.

The University has recognised the Association of University Teachers as the appropriate negotiating body for staff in the categories designated in clause 1 of these Terms and Conditions of Service.

5. Review of Conditions of Service

Conditions of service will come up for review from time to time, or on particular occasions where the University or the OUAUT representing the staff considers a matter to be one of sufficient urgency. Before adoption, any suggested alterations, additions or deletions shall be the subject of negotiation with the OUAUT in accordance with the agreed procedure.

6. Appeals

Appeals against the mode of implementation of any of these conditions of service shall be made in accordance with the Grievance Procedures for Academic Staff. (See Clause 35).

7. Remuneration

Remuneration will be in accordance with that approved from time to time by the appropriate national authority. The current salary scales are available on the HR Intranet. These scales are subject to national negotiations and are normally increased as a result of any annually agreed cost of living award. Salaries are paid monthly in arrears in equal monthly instalments by Bank Credit on or before the last day of each calendar month, and the individual salary of a member of staff and the amount credited each calendar month will be notified to her/him in writing.

The annual incremental date for all staff members will be 1st October except that persons appointed or promoted after 1st April in any one year will receive their first subsequent increment on 1st October of the following year. The Council may, however, waive this exception where special circumstances are deemed to exist. The next incremental date will be borne in mind when the starting salary is set for staff members appointed or promoted between 1st April and 30th September.

Where a general or national salary award takes effect on or between the 1st April and 30th September, this will not affect the normal payment of the next increment on 1st October of the same year unless the terms of the award specifically preclude it.

8. Career Development and Staff Appraisal (CDSA)

CDSA of staff is undertaken within the principles of the national agreement of the UAP and the AUT arising from the 23rd report of Committee A. The University's scheme of CDSA is as agreed from time to time with the OUAUT (copies are available from Human Resources).

9. Promotion and Additional Salary Incrementation and Special Awards

A review of all staff covered by these conditions will take place annually in accordance with the procedures laid down by the Council, and extra increments (over and above the normal annual increment), and promotions may be approved which shall normally take effect on 1st October in the calendar year in which such approval is given. Special Award payments may also be made periodically.

10. Discretionary Awards

If a national salary award contains an element of "discretionary payments", the Council will first ascertain the Senate's views and those of the OUAUT as to whether that element should be accepted or rejected, and in the event of acceptance, as to the manner of application. If it is accepted, the University will administer the discretionary element, so far as the terms of the award permit, in a manner agreed with the OUAUT.

11. 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.

12. Travel and Subsistence

Members of staff travelling on official University business will be reimbursed necessary expenses in accordance with the enclosed approved scheme for travel and subsistence allowances.

13. Residence

Staff members are normally expected to live within reasonable travelling distance of Walton Hall, the appropriate Regional Centre, or other permanent place of University employment. Reasonable in the sense of this clause means a distance that in travel to and from work does not significantly impair the member's ability to perform his/her duties.

14. Removal Expenses and Disturbance Allowance

Persons taking up a first appointment under these conditions are entitled to a grant towards meeting the ranking expenses of removal necessarily incurred as a result of accepting an appointment with the Open University, provided that in all cases the appointment is for a period of not less than two years. Staff on short-term contracts of less than two years will be eligible for such a grant if their appointment is extended to two continuous years or more. The amount of grant shall be in accordance with the agreed scheme for removal expenses (available from Human Resources). A staff member who resigns from the University within one year of appointment shall be liable to repay the whole of such grant. A staff member who resigns from the University after completing one year of service but within two years of appointment shall be liable to repay half of such grant, (except that where a member of staff resigns as a result of non-confirmation of probation, s/he will not be required to repay the grant). Staff members recruited from overseas will receive grants as determined in each individual case by the Council or by such body as has been authorised by the Council to determine such grants.

Normally grants will only be payable when the previous residence was in excess of 25 miles of Walton Hall, the appropriate Regional Centre, or the place of employment with the University. The new residence must be nearer Walton Hall, the appropriate Regional Centre, or the place of employment with the University than the previous residence was, and it must also be within a 25 mile radius of Walton Hall the appropriate Regional Centre or other place of University employment. Staff members who are still maintaining through circumstances beyond their own control, a family home at the place from which they were appointed and paying for lodgings in the area of their employment may be eligible for a disturbance allowance. Details are available from Human Resources.

15. Movement of Staff

Conditions relating to compensation where an existing member of staff undertakes a period of service or a new appointment with the University in a location other than that for which they were originally recruited, are set out in the policy on Movement of Staff within the United Kingdom, available from Human Resources.

16. Office Moves

Conditions relating to compensation where an office is moved from one geographical location to another are set out in the Office Moves Scheme which is available from Human Resources.

17. Copyright in Course Materials

Subject to any existing copyright in material incorporated into course material, the copyright and any design rights in all course materials belongs to the University. For this purpose course materials are defined as any work, whether in written, broadcast or recorded form, including computer programs produced by one or more members of staff in the normal course of their duties for use in or in connection with a course offered by the University, except that books are included in this definition only where they are written as part of a course and as a part of normal teaching or course production duties.

- (a) The sale and distribution of these course materials to people other than students registered on OU courses, or their presentation by the University, in a form different from that originally produced and approved may only take place after reasonable consultation with and with the consent of the academic responsible where s/he can be identified, such consent not to be unreasonably withheld. If the academic responsible cannot be identified, with the consent of the course team (through the Course Team Chair), and if this is not possible then with the consent of the Dean of the relevant Faculty, such consent not to be unreasonably withheld.
- (b) Members of staff will, when requested by the University, do whatever may become necessary from time to time, including the execution of documents, to enable the University to exercise its rights over such course materials.
- (c) The University shall pay into a General Purposes Fund a percentage (to be determined by the Council from year to year upon the recommendation of the Finance Committee) of the net profits (as determined by the University) derived by the University from the exploitation of such course materials otherwise than through the distribution of such work to registered students of the University. The objectives and operation of the General Purposes Fund will be reviewed regularly by the Senate and the Council. The General Purposes Fund shall not be used for any purpose which is a proper charge upon public funds, but shall be used with particular regard to the welfare, conditions of work, personal, educational and career development of staff.
- (d) Where a member of staff is identifiable as the author of any course material forming part of an Open University course, the University will not, without prior consent of such member, circulate such material to its students, broadcast it, or sell or assign it to any third party after the expiration of the academic life of the course or any extension as approved by the Senate or its nominee (which starts from the date when the material is first broadcast as part of an Open University course or first distributed to students of the University in printed or recorded form, whichever shall be the earlier) except in circumstances approved by the member, such approval not to be unreasonably withheld. Approval shall be deemed to have been given if the University shall have taken all reasonable steps to secure such approval, but the member cannot be located or approached.
- (e) Any member, or former member of staff will, subject to the prior consent in writing of the University (which shall not be unreasonably withheld) and to any copyright held by a third party, be entitled to use without charge, agreed extracts from course materials of which s/he is the identifiable author or part author.
- (f) Copyright in course materials produced by identifiable members of staff offered to but which are not accepted by the University for inclusion as course materials belongs to the appropriate member or members of staff except in respect of

materials produced by the BBC.

- (g) A member of staff where s/he is identifiable as the author of course material shall have the right to seek permission to acquire copyright in his/her course material after the life of the course or any extension as approved by the Senate or its nominee. Such permission shall not be unreasonably withheld.

18. Copyright in Books

- (a) The copyright in books (other than books covered by the definition of course materials in clause 17 above) written or edited (including as a general or advisory editor to a series) by a member of staff during his/her appointment with the University will not vest in the University.
- (b) Where a member of staff writes a book at the suggestion of, or in anticipation of a need by a course team then, if that book is subsequently designated as a 'set book' (as distinct from 'recommended reading' book), such member will, in consultation with the University, publish it or arrange for its publication so far as is practicable in such manner as will meet the needs of the students of the University and such University regulations as are then in force. Where a course team wishes to prescribe as set reading a book written solely (or partly) by a member of staff, this shall only be done with the approval of the specified Pro Vice-Chancellor or the Vice-Chancellor in accordance with the procedures approved by the Council in September 1983 (C/C XX I/7 Appendix IV).

In any arrangements made for the production of such 'set books' the aim will be to secure the legitimate interests of the member as author and of the University as promoter of increased sales.

19. Copyright in Other Works Produced by Members of Staff

- (a) For the purposes of this Clause "academic works" shall mean all works of the kind normally prepared by academic staff in the course of their scholarship and research including journal articles, book reviews, design drawings and illustrations but for the avoidance of doubt shall not include any works prepared in connection with or in relation to the administration of the University and its courses.
- (b) The entire copyright and any design rights in any academic work produced by a member, other than a work referred to in Clauses 17 and 18 hereof, shall belong to such member of staff, notwithstanding that such work may have been produced in the course of his/her employment, except that the member of staff may be required to assign such copyright or design rights to the University where this is necessary to support patent applications or otherwise in connection with the development of inventions (see paragraph 22 below).
- (c) The copyright and any design rights in any other works, including but not limited to computer programs, produced by a member of staff in the course of his/her employment belong, in accordance with the Copyrights, Designs and Patents Act 1988 to the University. Further, a member of staff shall, when requested by the University, do whatever may be necessary from time to time including the execution of documents to enable the University to exercise its rights in relation to such copyrights and design rights in such works.

20. Legal Action Arising from Works Produced for The University

- (a) Members of staff shall ensure that to the best of their knowledge and belief all works produced by them for the University (whether in written, broadcast, recorded or other form) is not defamatory and does not infringe the rights of any third party. If any claim in respect of material published by the Open University is made against a member of staff such as for defamation or breach of copyright the University will indemnify such member against such claim provided that s/he can show that s/he has exercised reasonable care to ascertain that the material complained of did not infringe another party's copyright and was not defamatory.
- (b) Upon receipt by a member of staff of any claim in respect of work produced by her/him for the University the member concerned shall immediately give notice of the same to the University and shall not make any admission of liability or take any step in connection with any such claim without the prior written consent of the University. The University shall have the absolute conduct and control of all negotiations and proceedings and of the settlement of any such claim. The member shall give such assistance as the University may require in the conduct of all negotiations and proceedings and if, after due consideration, the University is of the opinion that proceedings should not or cannot be contested with the probability of success, shall tender such apologies and other such amends as the University shall require and in so far as s/he is able s/he shall agree to the withdrawal of the offending matter or the publication of any amendment or alteration necessary to secure the withdrawal of the claim or objection.

21. Dispute over Copyright

In the event of any dispute over copyright between a member of staff and the University, either party may refer the dispute for determination by a Review Board constituted as follows (provided always that in the case of the member of staff, the Procedures for dealing with work problems and issues raised by members of the UAP staff are not invoked):

- (i) an independent Chair agreed by both parties or, failing agreement, in accordance with the OU/OUAUT Procedure Agreement;
- (ii) a member of the academic staff nominated by both parties or failing agreement appointed in accordance with the OU/OUAUT Procedure Agreement;
- (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.

22. Inventions

- (1) The terms of the 1977 Patents Act 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 or, failing agreement, appointed in accordance with the OU/OUAUT Procedure Agreement;
 - (ii) a member of the academic staff, nominated by both parties or, failing agreement, appointed in accordance with the OU/OUAUT Procedure Agreement;
 - (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.

23. Medical Examinations at Appointment

All offers of appointment made to members of staff are subject to the satisfactory completion of a medical questionnaire which is confidential to the University's Medical Adviser. No offer of appointment will be confirmed until clearance of the questionnaire has been received from the Medical Adviser. If there is any doubt about the appointee's health the Medical Adviser may invite her/him to undergo an examination by a mutually acceptable medical practitioner, the cost of any such examination to be met by the University. A copy of the report of the examination will be given to the staff member's own medical practitioner, if requested.

24. Medical Examinations during Employment

The University reserves the right to require a member to have a medical examination at any reasonable time during an absence on sick leave, or at any other time if the Secretary deems it to be justifiable, normally by the University's Medical Adviser. Alternatively, a registered medical practitioner who is acceptable to the members' General Practitioner and the member of staff concerned, may be nominated by the University. The cost of any such examination would be met by the University.

The member of staff will be informed in writing as soon as practicable and normally at least 3 weeks before the examination is to take place of the reasons for requiring a medical examination. A copy of any report of the examination will be given to the staff member's own medical practitioner or other nominated medical adviser acceptable to the General Medical Council, if requested.

25. Sickness and Sick-Pay

In the event of absence due to sickness or injury, the appropriate Head of Unit must be informed immediately. The Head of Unit will then inform the Staff Payments Office. If the absence exceeds three days an Open University Self Certification form or National Insurance Medical Certificate, as appropriate, must be submitted without delay to the Staff Payments Office via the Head of Unit. Thereafter certificates must be produced at the time of issue, but at intervals not exceeding one month. The detailed procedures for notifying all sickness absences are set out in Appendix I.

All members are entitled to receive full salary for the first six months of absence and half of full salary for the next consecutive period of six months on production of the appropriate sickness certificates. The Council of the University may extend the periods of full and half-pay and will normally do so as follows:

Period of Service with the University	Entitlement	
	Full Pay	Half Pay
Three years to five years	9 months	6 months
Over five years	12 months	6 months

At the beginning of any period of sick-leave, a member of staff's entitlement to Open University sick-pay is as set out above, less any days of sick-leave taken 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 SSP 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.

Any 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.

Married women exercising their right to be exempted from payment of full National Insurance contributions shall be deemed as regards the scheme for sick-pay to be insured in their own right and appropriate deductions will be made in respect of National Insurance sickness benefits. This provision is distinct from any obligations arising in respect of SSP where the separate rules apply.

Council has discretion to extend sickness entitlements in special circumstances.

Members of staff falling sick during Public Holidays, or days of published University Closure (at Christmas), will not be granted any compensation in lieu of such days of sickness. Where a member of staff is sick during a period of normal holiday, or where a period of personal holiday entitlement has been taken consecutively with University closure days the University will consider sympathetically the granting of compensating days of holiday (including compensating days in lieu of the University closure days) if it is established that there has been sickness of a serious nature over a substantial period of the holiday. In such a case, the claim by the staff member has to be supported by an

Open University Self-Certification form (and a medical certificate in the case of illness of 8 calendar days or more). Any alternative days of holiday granted must be taken at a time convenient to the University and the individual. Every member of staff must obtain a Certificate of Fitness to resume duties on returning to work after certificated absence for illness due to contagious diseases.

26. Maternity and Child Care Provisions

The University's Maternity Leave Scheme, details of the Statutory Maternity Pay Regulations, and the University's Paternity Leave Scheme are available from Human Resources. Details of a scheme for payment of additional child care expenses for out of hours working required by the University, subject to agreed conditions, are available from Human Resources.

27. Holidays

A member of staff is entitled to 33 working days annual holiday in the leave year 1st August to 31st July in addition to statutory holidays and days on which the University is closed, which are published annually. A member of staff joining during the leave year shall be entitled to leave in proportion to the period served. Holidays must normally be taken within the leave year in which they accrue. However, provided that notification has been given to the Head of Unit of dates of all holiday periods in each leave year, and subject to a total overall maximum carry-forward of 33 working days:

- (a) where a staff member is unable to take part or all of his/her holiday in a particular leave year due to requirements made of her/him by the University, as confirmed by the Head of Unit, s/he shall be entitled to carry such outstanding holiday period into a future leave year.
- (b) a member of staff is entitled to carry forward 10 days of his/her current entitlement into the next leave year for other reasons.

A member of staff may be permitted to anticipate up to 10 days of his/her entitlement from the next leave year, provided that s/he 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.

In exceptional circumstances the Secretary has discretion after consultation with the relevant Head of Unit to allow a carry-forward of some additional leave over the 33 day maximum, for a particular family or personal reason.

Dates of holiday periods shall be arranged in consultation with the appropriate Head of Unit or as otherwise specified in the letter of appointment. (See Clause 43 Study Leave for the regulations regarding annual leave during periods of accumulated study leave). A staff member will receive appropriate payment in lieu of any period of such accumulated leave which s/he is unable to take before leaving the service of the University.

From time to time a staff member may undertake approved University work outside his/her normal duties during his/her holiday period for additional remuneration. Such work will be governed by any regulations agreed with the OUAUT in accordance with the normal procedures. Such work will not normally be for a period in excess of 10 of the 33 working days of the annual holiday entitlement.

28. 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.

Staff are not normally required to give any written undertaking of secrecy in connection with their work, but the University may make exceptions to this practice in certain circumstances. A report of any such exceptions and a brief statement of the reasons will be made to the OU/OUAUT Negotiating Committee each year.

29. Tuition Fees - Open University Courses

Applicants and students for any courses 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 courses, 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.

30. Property

The University is unable to accept any responsibility for the security of the personal property of members of staff while on University premises, except where such property is being held on University premises with the knowledge and approval of the Head of Unit for the express purpose of the carrying-out of the staff member's University duties.

31. Accidents

Accidents while on any Open University premises, or which happen while the individual is on University business, must be reported as soon as practicable to the appropriate Head of Unit and the University Nurse. There is a prescribed form for reporting accidents available from the Head of Unit, and the names and addresses of witnesses must be taken.

32. Health and Safety

All members of staff are subject to the Health and Safety at Work Act, 1974, (or any statutory amendment or re-enactment) and are required to make themselves fully familiar with the University's Safety Policy and the Safety in Universities' Code of Practice. Copies may be obtained from the appropriate Head of Unit or the Safety Officer.

The University has established a Safety Committee to advise the Council on all matters within its terms of reference.

The Membership of the Safety Committee includes members of senior academic staff, other senior members with responsibilities for the administration and operation of the University and members nominated by the recognised trades unions.

33. Protection of Rights

Further to Articles 23 and 24 of the Charter, all members are free to express their political, religious, social and academic views both in private and in public provided that this is explicitly done in their own name and not in the name of the University.

34. Personal Files

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

Human Resources 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.

35. Grievance and Disciplinary Procedures

Details of the Grievance and Disciplinary Procedures for Academic Staff are available from Human Resources, Heads of Units, and the OUAUT.

36. Leave Of Absence

(1) Leave of Absence for Sabbatical or other Approved Purposes

Consideration will be given by the Council of the University to an application for Leave of Absence for Sabbatical or other Approved Purposes. Such grant of leave will not normally exceed one year and eligibility for leave, the period of leave granted and the number of occasions on which leave is granted are likely to be related to the length of service in the University of the staff member concerned, and to any previous grant made to her/him.

Members granted leave of absence are normally expected to find alternative means of financial support, but the University will consider granting leave on full or part salary in special cases where the work will further the interests of the University.

A member proposing to request leave of absence will consult the Head of Unit and through her/him the Vice Chancellor at least 6 months before such leave is intended to commence.

In the case of Regional Academic Staff both the Dean/Director and the Regional Director shall be consulted.

If a member of staff on paid leave of absence receives remuneration from another institution during the time, the entitlement to full salary will be reviewed at the discretion of the Council.

A staff member may also be granted unpaid leave of absence for approved purposes, subject to the same criteria as for paid leave of absence.

Leave of absence to attend conferences may be granted at the discretion of the Head of Unit provided that at least one calendar month's notice is given, and that the efficient working of the University is safeguarded. In order to avoid numerous applications, members of staff may absent themselves to attend meetings, conferences and symposia, 3 times a year (provided that each period of absence does not exceed 3 days) on notifying the Head of Unit. The University provides resources to assist members wishing to attend conferences and symposia. Funds for travel are at the disposal of the Dean of the Faculty, or the appropriate Head of Unit. (This section is not intended to refer to attendance required by the University member of staff, when full fees, travelling and subsistence allowances in accordance with the approved rates will be paid by the University).

(2) 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.

A Head of Unit may grant up to 5 days contingency leave at any one time, subject to a maximum of 10 days in any one leave year.

The University Secretary has discretion to allow additional contingency leave in appropriate circumstances.

(3) 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 agreed to cover service in Parliament, in Local Government, as a Justice of the Peace, on Government Committees and on a Jury. Details are available from Human Resources.

37. Recruitment Policy

All appointments within the University will be internally advertised and all existing members of staff shall have the right to apply.

38. Duration and Termination of Appointment

The appointment of a member of staff will either continue indefinitely or be for a

fixed period specified in the letter of appointment, save that:

- (a) any member may at his/her option retire at any time from his/her 60th birthday by giving due notice in accordance with the provisions of (e) below;
- (b) a member may be removed from office in accordance with the provisions of Statutes 20 and 21 of the University, for good cause and subject to the Disciplinary Procedures for Academic Staff (see clause 35). Where a member is removed from office under the above provisions, the University will normally give six months notice;
- (c) the appointment of a member may be terminated by the Council by reason of redundancy in accordance with the provisions of Statute 21 of the University, save that those permanent staff appointed or promoted prior to 20th November 1987 are excluded from the provisions relating to redundancy (the exclusion to be construed in accordance with subsections (3) to (6) of Section 204 of the Education Reform Act 1988).
- (d) the appointment of a member may be terminated by the Council by reason of incapacity, on medical grounds, in accordance with the provisions of Statute 21 of the University.
- (e) a member may resign, or if over 60, retire from his/her appointment at any time by giving six months notice to the Secretary in writing save that the University will be prepared to consider accepting a shorter period of notice in special circumstances.

There is a scheme for the early retirement of academic and academic-related staff in membership of the Universities' Superannuation Scheme. Details of the scheme are available on the Human Resources intranet site.

39. Probation

Any offer of permanent or fixed-term appointment will normally be subject to an initial probationary period of 4 years, unless exceptionally where a candidate's experience and research warrant this, by agreement of the Director of Human Resources, this condition is waived or the period is reduced in the letter of appointment. In the case of a fixed-term appointment of less than 4 years, the probationary period will apply to the initial contract, and any subsequent renewal or appointment to a permanent post, subject to the overall maximum probationary period of 4 years.

The following practice will be observed:

- (1) Central Academic Staff
 - (a) The staff member will be told in writing the duties expected of her/him, any requirements for training e.g. in teaching methods, and the basis on which satisfactory probation will be assessed.
 - (b) A senior member of the relevant Faculty will be assigned by the Head of Unit to supervise the staff member's training.

The senior member in question and any other member of the Unit with whom the staff member works closely will report annually to the Head of Unit on his/her progress and on the nature of the training provided.

In discretionary cases, where probation is for two years or less, a report shall be prepared six months before the completion of a probationary period, in addition to any annual report. Where a problem becomes evident prior to the normal reporting stage, then a report will be made immediately to the Head of Unit, and the procedure under (c) below will follow.

- (c) At each report stage during probation the Head of Unit will discuss with the staff member his/her work in the light of the reports referred to. If the staff member feels that the conduct of the probation is unsatisfactory then s/he shall raise the matter through the 'Procedures for dealing with work problems and issues' (see clause 35 above).
- (d) A Committee comprising the Head of Unit and the senior member of staff referred to in (b) and a Pro-Vice-Chancellor will consider the reports received either when the purposes of probation appear to have been fulfilled or not less than one year before the end of probation (six months where probation is for two years or less). The procedure as in (4) below will follow.

(2) Regional Academic Staff

- (a) The staff member will be told in writing the duties expected of her/him, any requirements for training e.g. in teaching methods, and the basis on which satisfactory probation will be assessed:
- (b) In the case of Regional Academic staff, the Regional Director and a senior member of staff assigned by the Dean of the appropriate Faculty will be jointly responsible for the supervision of the staff members' training.

The Regional Director and other designated supervisors will report annually to the Dean of the Faculty on the staff members' progress and on the nature of the training provided.

Where probation is for two years or less, a report shall be prepared six months before the completion of a probationary period, in addition to any annual report. Where a problem becomes evident prior to the normal reporting stage, then a report will be made immediately to the Head of Unit, and the procedure under (c) below will follow.

- (c) At each report stage during probation the Dean of the Faculty will discuss with the staff member his/her work in the light of the reports referred to. If the staff member feels that the conduct of the probation is unsatisfactory then s/he shall raise the matter through the procedures for dealing with work problems and issues (see clause 35 above).
- (d) A Committee comprising a Pro-Vice-Chancellor, the Regional Director, the Dean and the senior member of staff referred to in (b), will consider the reports received either when the purposes of probation appear to have been fulfilled or not less than one year before the end of probation (six months where probation is for two years or less). The procedure as in (4) below will follow.

(3) Regional Director

- (a) The staff member will be told in writing the duties expected of her/him, any requirements for training and the basis on which satisfactory probation will be assessed.

- (b) A senior member of staff will be assigned by the Director of Student Services, to supervise the Regional Director's training.

The senior member of staff will report annually to the Director, Student Services on the staff member's, progress and on the nature of the training provided

Where probation is for two years or less, a report shall be prepared six months before the completion of a probationary period in addition to any annual report. Where a problem becomes evident prior to the normal reporting stage, then a report will be made immediately to the Director, Student Services.

- (c) At each report stage during probation the Director, Student Services will discuss with the staff member his/her work in the light of the reports referred to. If the staff member feels that the conduct of the probation is unsatisfactory then s/he shall raise the matter through the 'Procedures for Dealing with Work Problems and Issues' (see clause 35).
- (d) A Committee comprising a Pro-Vice-Chancellor, the Director, Student Services, and the senior member of staff referred to in (b) above will consider the reports received either when the purposes of probation appear to have been fulfilled or not less than one year before the end of probation (six months, where probation is for two years or less). The procedures as in (4) below will follow.

(4) Probation Committee Procedure

The staff member will then be informed of the decision of the Committee, if their decision is that the appointment shall be made permanent, or in the case of a fixed-term contract that this should run to the end of its fixed term. However, if this is not the decision, the member of staff shall be interviewed by the Committee together with a representative if the staff member so requests. The Committee may then either:

- (a) where permissible within an overall maximum of 4 years extend the probationary period for an additional twelve months. This extension shall be conveyed in writing to the member and shall also indicate the measures which may be necessary to fulfil the requirement of probation. Twelve months after notice of extension of probation a further review shall be undertaken by the Committee.

or

- (b) recommend to the Vice-Chancellor that the appointment should lapse at the end of the probationary period. If the Vice Chancellor concurs with this recommendation, the member of staff shall be informed in writing of the reasoning behind the decision, not later than 12 months before the projected expiry date (six months where probation is for two years or less). In the case of fixed-term contract staff if the decision is non-confirmation then notice in writing of non-confirmation would be termination on the expiry date of the probationary period, or at the end of the fixed term contract, whichever is the shorter. (Pay in lieu of this notice may be given.) The member shall have the right to appeal against the decision, the appeal to include rights of representation by an AUT representative or a friend. The appeal shall be heard by a lay

member of the Council, one of the Senate elected members on Council (both of whom shall be nominated by agreement between the University and the OUAUT) and the Vice-Chancellor.

A probationary appointment may also be terminated in accordance with the provisions as set out in Clause 38(c), (d) and (e).

40. Duties

(1) Central Academic Staff

Each member will be generally responsible to the Council of the University for the performance of his/her duties and will undertake such academic and administrative duties as may be necessary for the furtherance of the University's objectives, and do all in his/her power to promote the advancement of his/her subject.

Thus the duties and responsibilities of members may be broadly defined as follows:

- the preparation of learning materials
- the direction of teaching and assessment
- participation in residential schools organised by the University
- the furtherance of research.

The particular duties of a member of staff may be derived from, but not limited to, the list set out in Appendix 2(a).

In respect of these duties a member of staff will be responsible to his/her Head of Unit who shall determine, after consultation with her/him and with such others as are appropriate, the arrangement of his/her work. The review of such arrangements, including priorities, will also be a part of the CDSA process.

It is the intention of the University Council that the conditions of employment, including provision of working accommodation and secretarial and other support, shall be not less favourable than those pertaining in other universities. In addition, the terms and conditions should have regard to the special nature of tasks undertaken by members, and ensure that they have the opportunity to devote a significant proportion of their working time to the advancement of their subjects by the prosecution of research or other activities. This will be partly achieved by an entitlement to two months study leave per year (see Clause 43 (1) and by an allowance of at least one fifth of a members' time for research (see Clause 41 (1)).

(2) Regional Academic Staff

Each member will be generally responsible to the Council of the University for the performance of his/her duties and will undertake such duties as may be necessary for furtherance of the University's objectives. A Staff Tutor and an OUBS Regional Manager will, through the nature of his/her duties, have a dual responsibility on the one hand to the Dean of the Faculty to which s/he is appointed, and on the other hand to the Regional Director.

(a) Staff Tutor

A Staff Tutor is appointed to membership of a particular faculty and to work primarily in one or more designated Regions. His/her work, both at the Centre and in the Region, is academic and administrative, and in this s/he has responsibilities both to the Dean of his/her Faculty and to the Regional Director. In his/her contribution to the academic and administrative work of the Region the Staff Tutor reports in the first instance to the Regional Director. S/he will assist the Regional Director within the area of the Regional Director's responsibilities and have special regard to the supervision and co-ordination of the tutorial function. Within the Region the Staff Tutor will promote the study of his/her Faculty's courses or in conjunction with Staff Tutors of other faculties, of inter faculty and Continuing Education originated courses. S/he advises the Regional Director on faculty academic policies and assists her/him in their implementation within University tutorial policy having regard to the circumstances of the Region. In his/her contribution to the academic and administrative work of the faculty, for which the Dean is responsible, the Staff Tutor reports to the Dean and advises her/him on regional matters.

Additionally, s/he will serve as a link between his/her Faculty and his/her Region in respect of academic matters. A Staff Tutor may assist in the preparation of courses and take part in broadcast or other programmes, subject to the agreement of the Dean of the Faculty and the Regional Director.

The Staff Tutor will participate in day and residential schools and other appropriate student services.

The particular duties of a member of staff may be derived from but not limited to the list set out in Appendix 2(b).

In respect of these duties a Staff Tutor will be responsible to his/her Dean and Regional Director who shall determine, after consultation with her/him and with such others as are appropriate, the arrangement of his/her work. The review of such arrangements, including priorities, will also be a part of the CDSA process. In determining the duties of a Staff Tutor, the appropriate Dean and Regional Director will collaborate and in the event of any disagreement, the Director, Student Services and the Dean will resolve the issue. Any difficulties arising from the divided responsibilities of the Staff Tutor, which are inherent in his function as a link between Faculty and Region, will if unresolved between Staff Tutor and Regional Director, be resolved by consultation between the Dean and the Director, Student Services.

(b) OUBS Regional Manager

Each member will be generally responsible to the Council of the University for the performance of his/her duties and will undertake such duties as may be necessary for the furtherance of the University's objectives.

OUBS Regional Managers are the School of Management's principal representatives in the regions. Their role is diverse, embracing staff tutor duties, marketing and promotion, student counselling and significant management and training responsibilities in respect of associate lecturers. OUBS Regional Managers are responsible to their Regional Director and to the Dean and Director of Studies of the School of Management. The particular duties of a member of staff may be derived from but not limited to the list set out in Appendix 2(c). In respect of duties (i) (ii) and (iii) of Appendix 2(c) an OUBS Regional Manager will be responsible to his/her

Regional Director, and in respect of duties (iii) to (xiv) of Appendix 2(c) will be responsible to the Regional Director and the Dean of the School of Management, who shall determine, after consultation with her/him and with such others as are appropriate, the arrangement of his/her work. The review of such arrangements, including priorities, will also be a part of the CDSA process.

(3) Regional Directors

Each member will be generally responsible to the Council of the University for the performance of his/her duties and will undertake such duties as may be necessary for the furtherance of the University's objectives.

A Regional Director is the University's senior responsible officer within the Region. The Regional Director's principal responsibilities within the Region are to direct, in accordance with established policies and procedures, the University's operations and to co-ordinate the University's educational system.

The particular duties of a member of staff may be derived from but not limited to the list set out in Appendix 2(d).

In respect of these duties a Regional Director will be responsible to the Director, Student Services, who shall determine after consultation with her/him and with such others as are appropriate, the arrangement of his/her work. The review of such arrangements, including priorities, will also be a part of the CDSA process.

41. Hours of Work

(1) Central Academic Staff

The Open University has no set hours of work. The hours will be those necessary for the performance of the member's duties having regard, as appropriate, to office hours set by the Council and operational demands.

The University will endeavour within the resources available to it to provide adequate levels of support to avoid the working of unduly long hours, taking into account the requirements of the Working Time Regulations. Where staff are required to work and/or travel at weekends or evenings or at times generally regarded as unsocial or inconvenient this will be taken fully into account in assigning duties, and be kept to a minimum. In these circumstances individual staff may qualify for time off in lieu subject to the approval of their Head of Unit.

In order to enable members to fulfil their obligation for research at least 20% of their time shall be set aside for research over and above study leave and up to 80% of their time for course preparation and administration, in agreement with their Head of Unit.

(2) Regional Directors and Regional Academic Staff

The Open University has no set hours of work. The hours will be those necessary for the performance of the members' duties having regard to operational demands, to general practice within the University, and to what is reasonable for an individual to perform. The University will endeavour within the resources available to it to provide adequate levels of support to avoid

the working of unduly long hours, taking into account the requirements of the Working Time Regulations. In the nature of the duties of Regional Directors and Regional Academic staff members it will be necessary to undertake some evening and weekend work and travel. Where staff are required to work and/or travel at weekends or evenings or at times generally regarded as unsocial or inconvenient this will be taken fully into account in assigning duties, and be kept to a minimum.

Individual staff who are required to work at time generally regarded as unsocial or inconvenient qualify for time off in lieu, subject to the approval of their Head of Unit.

42. Extra-Curricular Work

Although the duties of their appointment are full-time, members of staff are encouraged to undertake paid and unpaid extra-curricular activities proper to their status, and appropriate to their academic or professional skills, (e.g. external examining, book reviewing, advising on publication, providing articles, broadcasts and lectures, intermittent consulting work etc.) provided that in sum these activities do not adversely affect the proper prosecution of their University duties. No special permission to undertake such tasks is required but members of staff who are not Heads of Units should notify their commitments to their Head of Unit (Dean and Regional Directors in the case of Regional Academic Staff). (Of their normal working time Central and Regional Academic staff will in general be permitted to devote about 10% to such outside activities, subject to other relevant terms and conditions.) The prior approval of the Vice-Chancellor will be required where the extra curricular work may give rise to significant or unusual commitments, including commitments in excess of the permitted 10%. Formal written notification of these outside commitments will be required and a record will be kept by the Head of Unit. Heads of Units should notify their own commitments to the Vice-Chancellor. The University accepts no liability for any action which may arise from extra curricular service, and it is the responsibility of the member of staff to inform the outside body or bodies accordingly.

Where an obligation is placed upon a member of staff through the receipt of payment for regular external work, the member is asked to notify the Head of Unit of the commitment. Where such work may coincide with normal University duties or may otherwise affect the University's interests the member must notify the Vice-Chancellor (or in his/her absence someone nominated as deputy for the purpose) in writing and obtain prior approval. The Vice-Chancellor will not give approval unless reasonably satisfied that; (i) acceptance of the work will not interfere with the duties of the member; (ii) it will not be likely materially to affect the University in its relationships with other bodies; (iii) where necessary and subject to the agreement of the Head of Unit appropriate arrangements for a period of part-time work can be made while the member of staff is holding a full-time appointment.

Within available resources the University will endeavour to sustain such work, but where a member is likely to make a significant or unusual demand on the University's equipment, material or supporting staff in the course of the extra curricular work the arrangements for such use must be approved in advance and, if appropriate, a sum agreed in payment for the estimated costs of the resources to be so employed.

Members of staff may also undertake Open University Associate Lecturer duties and script marking in accordance with agreed criteria and procedures.

43. Study Leave, Research Leave

(1) Central Academic Staff

A member is entitled to study leave on full salary for two months in each year of service. (Where study leave is taken in blocks of less than one month, the standard conversion will be one month = 22 working days). This leave is intended to provide facilities for research and other approved academic purposes comparable to those available to members of academic staff in other universities during the long vacation. Thus, members should make every endeavour to take their study leave during the year in which it accrues.

The University undertakes, so far as is possible, to adjust course production and other schedules to enable study leave to be taken annually. However, it is recognised that the taking of study leave may none the less be impeded by the extent and complexity of commitments to course production and assessment commitments, and by other aspects of the University's functioning. Independently of operational considerations and in the interests of career and personal development, members may wish to accumulate study leave beyond the two months period in order to undertake more substantial research or other academic activities.

Accordingly, the study leave entitlement may be carried over from one year to another, subject to a maximum accumulation of twelve months. Both the taking of study leave and the annual carrying over of study leave will be arranged with the prior written agreement of the Executive Dean of the appropriate Faculty or their nominee, such as Head of School or the Associate Dean Research, or in the case of Executive Deans, with the Deputy Vice-Chancellor, such agreement not to be unreasonably withheld. Where agreement is withheld the reasons shall be stated in writing. Discussion of the possibilities for career development through utilising annual study leave or accumulated study leave should form a normal part of career appraisal, as should the uses to which study leave have been put.

With the prior written agreement of the Executive Dean up to two months of study leave can be anticipated but the staff member must undertake to return to their post at the end of the leave and serve the University for at least the minimum period necessary to earn full entitlement of the study leave anticipated.

Exceptionally the above provisions may be waived by the Deputy Vice-Chancellor in respect of designated office holders.

During any period of accumulated study leave, annual leave pro-rata to the length of the accumulated study leave will be assumed to have been taken by the member of staff unless there is written agreement to the contrary.

Study leave may be taken at other institutions where appropriate. If a member of staff on study leave receives remuneration from another institution during the time, the entitlement to full salary will be reviewed at the discretion of the Council.

Any accumulated study leave should be taken before the year prior to the date of retirement. Any study leave untaken on the date of resignation or retirement is forfeited.

A member of the temporary academic staff is entitled to study leave (to be taken within the period of the contract) on the same terms as an equivalent member of the permanent academic staff. Where Academic staff have been on a fixed term contract of less than two years and previously did not accrue study leave, the entitlement will apply retrospectively from 1st August 2019 to 31st July 2022. Staff are required to take this leave within a four year period from when the leave is granted. After the four year period, any untaken leave is lost. This will apply to the transition period only.

(2) National/Regional Academic Staff

(a) Study Leave

In order to assist in maintaining their academic discipline, a member of the National/Regional Academic Staff is entitled to study leave on full salary for two months within each period of two years completed service. (Where study leave is taken in blocks of less than one month, the standard conversion will be one month = 22 working days.) This leave is intended to provide facilities for research and other approved academic purposes comparable to those available to members of academic staff in other universities during the long vacation. Thus, members should make every endeavour to take their study leave during the year in which it accrues.

The University undertakes, so far as is possible, to adjust course production and other schedules to enable study leave to be taken annually. However, it is recognised that the taking of study leave may none the less be impeded by the extent and complexity of commitments to course production and assessment commitments, and by other aspects of the University's functioning. Independently of operational considerations and in the interests of career and personal development, members may wish to accumulate study leave beyond the two months period in order to undertake more substantial research or other academic activities.

Accordingly, the study leave entitlement may be carried over from one year to another, subject to a maximum accumulation of six months. Both the taking of study leave and the annual carrying over of study leave will be arranged with the prior written agreement of the Executive Dean of the appropriate Faculty or their nominee, such as Head of School or the Associate Dean Research, such agreement not to be unreasonably withheld. Where agreement is withheld the reasons shall be stated in writing. Discussion of the possibilities for career development through utilising annual study leave or accumulated study leave should form a normal part of career appraisal, as should the uses to which study leave have been put.

With the prior written agreement of the Executive Dean, up to one month of study leave can be anticipated but the staff member must undertake to return to their post at the end of the leave and serve the University for at least the minimum period necessary to earn full entitlement of the study leave anticipated.

Exceptionally the above provisions may be waived by the Deputy Vice-Chancellor in respect of designated office holders.

During any period of accumulated study leave, annual leave pro-rata to

the length of the accumulated study leave will be assumed to have been taken by the member of staff unless there is written agreement to the contrary.

Study leave may be taken at other institutions where appropriate. If a member of staff on study leave receives remuneration from another institution during the time, the entitlement to full salary will be reviewed at the discretion of the Council.

Any accumulated study leave should be taken before the year prior to the date of retirement. Any study leave untaken on the date of resignation or retirement is forfeited.

A member of the temporary National/Regional Academic Staff is entitled to study leave (to be taken within the period of the contract) on the same terms as an equivalent member of the permanent National/Regional Academic Staff. Where National/Regional Academic Staff have been on a fixed term contract of less than two years and previously did not accrue study leave, the entitlement will apply retrospectively from 1st August 2019 to 31st July 2022. Staff are required to take this leave within a four year period from when the leave is granted. After the four year period, any untaken leave is lost. This will apply to the transition period only.

(b) Research Leave

National/Regional Academic Staff are encouraged to contribute to the research activities of the University and are entitled to apply for research leave for this purpose. Research leave for National/Regional Academic Staff is subject to approval in individual cases by the relevant Executive Dean or their nominee, such as Head of School or Associate Dean Research. The length of research leave that may be applied for is normally one month a year. Research leave granted may be accrued by prior written agreement up to a maximum of six months (subject to the eventual approval of the proposed research activities under agreed procedures).

Study leave and research leave may be combined subject to the provisions applying to each type of leave.

- (c) If a member of staff on study leave or research leave receives remuneration from another Institution during the time, the entitlement to full salary will be reviewed at the discretion of the Council.

(3) Nation Directors

- (a) Sympathetic consideration will be given by the Council of the University to an application for leave of absence on full pay for approved purposes such as to maintain the member's academic discipline or to promote their educational services to the University. Although a Nation Director is not entitled to study leave, they will be eligible for such leave which may be granted provided that the period of leave sought is reasonably related to the study intended and to their years of service, and that it is approved by the Group People Director on behalf of the Council and the leave is arranged in consultation with the Deputy Vice-Chancellor.

If a Nation Director on such leave accepts an appointment from another institution during the time, the entitlement to full salary will be reviewed at the discretion of the Council. In the event of being refused such leave,

the reason will be made known to the Nation Director.

(b) Research Facilities for Nation Directors

Whilst research does not form one of the primary duties of a Nation Director and they are unlikely to have much time for it, individual staff may nevertheless propose to undertake research. The University will endeavour where practicable, and subject to budgetary limitations, to consider such proposals sympathetically and to help those who are able to find their own facilities to continue their research. However, the University is unable to provide its own research facilities within the Nations, or to guarantee that a member when visiting Milton Keynes will be able to avail themselves of research facilities there.

44. Appendix 2(A): Central Academic Staff

The particular duties of a member of staff may be derived from, but not limited to, the list below:

- (a) to plan and prepare courses, including correspondence material, material for use in audio and audio-visual productions (whether for broadcast or otherwise) and to take part in the same, the design of home kits, the software for computer aided learning and material for communication techniques used by the Open University;
- (b) to direct teaching and examining by the University;
- (c) to plan and prepare material for use in residential courses organised by the University;
- (d) to teach at residential courses organised by the University. The commitment to such teaching will be up to two weeks in any one year (in this context two residential school weekends equate to one summer school week) and in the timing and extent of this duty regard will be paid to the member's own arrangements for leave and holidays and other duties within the University.* In special circumstances a Head of Unit may agree to part or all of this commitment being fulfilled by alternative means of unpaid direct teaching.
- (e) to monitor samples of marking by part-time correspondence tutors;
- (f) to undertake such academic and administrative duties as relate to the objectives of the University.
- (g) to develop and/or carry out research activities;
- (h) subject to any regulations concerning the appointment of External Examiners, a member may be required to set examination papers, prepare guides to answers for any assistant examiners who may be appointed, and monitor, by sampling marked scripts, the work of such assistant examiners. S/he may be required to act as a member of any examining board which is responsible for recommending to the Senate which students shall be granted a Pass in any examination of the University. If s/he is asked to mark scripts s/he will be paid for such work at the rate in force from time to time for external part-time script-markers.

*** Note**

- (i) Normally a member of academic staff will not undertake more than two

weeks or the equivalent of residential school work. Very occasionally, where appropriate members of staff are not available to fill residential school positions within their contractual two weeks or the equivalent, a member of academic staff may be requested to undertake one further week or its equivalent of residential school directing, co-ordinating, teaching or counselling work, in addition to the required period of two weeks or its equivalent.

- (ii) Any such additional period may, at the discretion of the member of staff, be set against leave entitlement and would then be remunerated at the standard rate. In all cases, to be eligible to receive payment for the residential school period, a member of academic staff must be present for at least six consecutive days (or two in the cases of a weekend school) as confirmed by the School Director, and a full-time member of the school directing, co-ordinating, teaching or counselling staff complement for the particular period in question and must also have fulfilled the two week (or equivalent) obligation residentially. The paid period may not be composed of occasional days and nights spent on campus whether before, during or after the teaching periods of the school line concerned.
- (iii) If there is no reasonable alternative, a member of academic staff may, very exceptionally, be requested to undertake a fourth or additional week or its equivalent of residential school work. Any such further periods must be agreed between as many of the following as are appropriate: Regional Director, Director, Student Services; Chair of the Residential Schools Committee, and the relevant Head of Unit or his/her representative.
- (iv) Such periods will be similarly remunerated and set against leave entitlement provided the conditions outlined in paragraph (ii) are fulfilled.
- (v) Any departure from the guidance in paragraphs (ii), (iii) and (iv) that may give rise to payment for residential school work should have the prior agreement of the Vice-Chancellor or his/her nominee.
- (vi) Where a full-time academic works more than two weeks or the equivalent and holds different positions for each period, then payment will be made for the period over two weeks in the order by which appointments were offered and accepted.

45. Appendix 2(B): Staff Tutors

The particular duties of a member of staff may be derived from but not limited to the list below:

- (i) To promote and develop within the Region the study of his/her faculty's courses, and, in conjunction with Staff Tutors of other faculties, of interfaculty and Continuing Education originated courses.
- (ii) To advise the Regional Director on the academic policies and problems of his/her faculty and to assist the Regional Director in the implementation of these policies within the Region.
- (iii) To advise the Regional Director, and/or other designated members of staff on the progress and on the special needs or problems of individual students and Associate Lecturers.
- (iv) To assist the Regional Director in organising appropriate tutorial provisions, including class tutorials, day schools and field excursions in accordance with guidelines decided by the faculty and subject to special conditions that may

exist within the Region.

- (v) To promote and encourage interest in the educational and teaching system of the Open University, its development and implementation and to participate in institutional research.
- (vi) To make recommendations to the Regional Director, on the appointment of Associate Lecturers.
- (vii) To supervise and co-ordinate the work of Associate Lecturers.
- (viii) To organise the briefing and training of Associate Lecturers.
- (ix) To monitor, or assist Course Teams in monitoring, the Associate Lecturers' grading of student assignments.
- (x) To assist, as may be required by the Dean, and in so far as it is commensurate with his/her other duties, in the work of Course Teams including the preparation of course material not normally amounting to more than the equivalent of one full Unit in any one year.
- (xi) To promote and advance his/her subject.
- (xii) To advise the Course Teams and the Faculty on possible modification to the courses and methods of teaching them on the basis of contacts with students and tutorial staff, and for this purpose to maintain contact with the Faculty.
- (xiii) To advise Associate Lecturers on course content and teaching strategies, and to promote and encourage the interest of tutorial staff in the University's educational and teaching system.
- (xiv) To provide a link between regional staff and the faculty.
- (xv) To make recommendations in consultation with the Regional Director to the Dean of Faculty on appointments to teaching posts at the University's residential schools.
- (xvi) To take part in preparation for residential schools and in up to two weeks teaching and/or course direction at residential schools each year at dates to be agreed with the Dean of his/her faculty and his/her Regional Director (in this context two residential schools weekends equate to one summer school week). In the timing and extent of this duty regard will be paid to the member's own arrangements for leave and holidays and other duties within the University. (See * note below.) In special circumstances a Head of Unit may agree to part or all of this commitment being fulfilled by alternative means of unpaid direct teaching.
- (xvii) To take part, if so required, in broadcasts and recording, and in the preparation of material for residential courses.
- (xviii) To exercise any necessary disciplinary action for tutorial and counselling staff and students in accordance with the provisions of the University's Code of Discipline.
- (ix) To assist in maintaining contact and good relations with local education authorities and responsible bodies and staff of institutions of higher education and further education.
- (xx) To undertake such academic and administrative duties as relate to the

objectives of the University.

*** Note**

- (i) Normally a member of academic staff will not undertake more than two weeks or the equivalent of residential school work. Very occasionally, where appropriate members of staff are not available to fill residential school positions within their contractual two weeks or the equivalent, a member of academic staff may be requested to undertake one further week or its equivalent of residential school directing, co-ordinating, teaching or counselling work, in addition to the required period of two weeks or its equivalent.
- (ii) Any such additional period may, at the discretion of the member of staff, be set against leave entitlement and would then be remunerated at the standard rate. In all cases, to be eligible to receive payment for the residential school period, a member of academic staff must be present for at least six consecutive days (or two in the cases of a weekend school) as confirmed by the School Director, and a full-time member of the school directing, co-ordinating, teaching or counselling staff complement for the particular period in question and must also have fulfilled the two week (or equivalent) obligation residentially. The paid period may not be composed of occasional days and nights spent on campus whether before, during or after the teaching periods of the school line concerned.
- (iii) If there is no reasonable alternative, a member of academic staff may, very exceptionally, be requested to undertake a fourth or additional week or its equivalent of residential school work. Any such further periods must be agreed between as many of the following as are appropriate: Regional Director, Director, Student Services; Chair of the Residential Schools Committee, and the relevant Head of Unit or his/her representative.
- (iv) Such periods will be similarly remunerated and set against leave entitlement provided the conditions outlined in paragraph (ii) are fulfilled.
- (v) Any departure from the guidance in paragraphs (ii), (iii) and (iv) that may give rise to payment for residential school work should have the prior agreement of the Vice-Chancellor or his/her nominee.
- (vi) Where a full-time academic works more than two weeks or the equivalent and holds different positions for each period, then payment will be made for the period over two weeks in the order by which appointments were offered and accepted.

46. Appendix 2(C): Regional Managers, Open University Business School

The particular duties of a staff member may be derived from, but not limited to the list set out below:

- i) recruiting, selecting and inducting Associate Lecturers in accordance with course, School and University requirements
- ii) monitoring and evaluating Associate Lecturers' performance against learning and teaching objectives, assisting in the monitoring of Als' grading and feedback on student assignments and developing AL staff performance
- iii) providing ongoing guidance, support and staff development for Associate lecturers.
- iv) contributing to the provision of advice and guidance to potential and existing students
- v) ensure appropriate levels of quality service, customer care and student

retention, working in close collaboration with the University's student support service

- vi) managing and overseeing the allocation of students to Associate Lecturers, including scheduling of face to face tutoring provision
- vii) contributing to the planning and organising of OUBS promotional activities as appropriate, for both potential and existing students
- viii) contributing to the development and operation of effective OUBS Programme lines as part of a programme team
- ix) acting as a course team member with a specific remit to advise on teaching and learning strategy and influence decision-making in OUBS
- x) contributing to developing course material and assessments or research activities.
- xi) acting as member of a 'functional' team, contributing to the development of policy and practice in a specialised area such as: Marketing & Promotions; Quality; Recruitment; Selection & Induction; Staff Development.
- xii) operating effectively within agreed budget limits and in the context of service level agreements where appropriate.
- xiii) developing appropriate networks and liaising with others in the field of management education, e.g. with employers and other providers of higher education, further education, management education and training.
- xiv) taking part annually in two full weeks of residential school, or the equivalent in part-weeks and residential weekends.

*** Note**

- (i) Normally a member of academic staff will not undertake more than two weeks or the equivalent of residential school work. Very occasionally, where appropriate members of staff are not available to fill residential school positions within their contractual two weeks or the equivalent, a member of academic staff may be requested to undertake one further week or its equivalent of residential school directing, co-ordinating, teaching or counselling work, in addition to the required period of two weeks or its equivalent.
- (ii) Any such additional period may, at the discretion of the member of staff, be set against leave entitlement and would then be remunerated at the standard rate. In all cases, to be eligible to receive payment for the residential school period, a member of academic staff must be present for at least six consecutive days (or two in the cases of a weekend school) as confirmed by the School Director, and a full-time member of the school directing, co-ordinating, teaching or counselling staff complement for the particular period in question and must also have fulfilled the two week (or equivalent) obligation residentially. The paid period may not be composed of occasional days and nights spent on campus whether before, during or after the teaching periods of the school line concerned.
- (iii) If there is no reasonable alternative, a member of academic staff may, very exceptionally, be requested to undertake a fourth or additional week or its equivalent of residential school work. Any such further periods must be agreed between as many of the following as are appropriate: Regional Director, Director Student Services; Chair of the Residential Schools Committee, and the relevant Head of Unit or his/her representative.

- (iv) Such periods will be similarly remunerated and set against leave entitlement provided the conditions outlined in paragraph (ii) are fulfilled.
- (v) Any departure from the guidance in paragraphs (ii), (iii) and (iv) that may give rise to payment for residential school work should have the prior agreement of the Vice-Chancellor or his/her nominee.
- (vi) Where a full-time academic works more than two weeks or the equivalent and holds different positions for each period, then payment will be made for the period over two weeks in the order by which appointments were offered and accepted.

47. Appendix 2(D): Generic Role Description: Regional Directors

1. Deliver and further develop an educational provision that supports effective student learning, co-ordinates the University's systems and relates these to local facilities.
2. Develop and implement a regional Plan in the context of the wider Student Services Plan.
3. Establish and keep under review priorities for the region and communicate these.
4. Manage allocated resources efficiently and secure value for money.
5. Secure the support of, and the provision of services to, students registered within the region, including in particular the organisation of tutorial programmes, the provision of appropriate advice and guidance, and the support of students with special needs.
6. Assure the quality of regional provision, including the development of QA policies and procedures, the implementation of internal review procedures and the effective use of feedback from students and sponsors.
7. Negotiate with relevant regional agencies, including institutions of further and higher education, LEAs, Government Offices, Regional Development Agencies and the University for Industry, as appropriate.
8. Inform and advise the University on opportunities and needs, educational developments and relevant political, economic and social changes in the regions, both in the short and long term.
9. Contribute significantly to the formulation of University strategy and policy at an appropriately senior level.
10. Recruit, select and manage senior regional staff, including the joint management of regionally based CAU staff.
11. Appoint, and secure the induction, development and supervision of, Associate Lecturers.
12. Maintain an awareness of employment law and ensure the application of good practice in the employment of all staff.
13. Secure advice to, recruitment and admission of students within University policy guidelines.
14. Promote and encourage the interest of regional staff in the University's educational teaching system, its development and implementation; and in related institutional research.

15. Maintain and promote good relations with the University's students and Associate Lecturers, and promote their participation in consultation and decision-making processes.
16. Organise and direct summer schools and other residential courses.
17. Promote in the region public awareness, understanding and support of the University and its role.
18. Respond to local and regional initiatives, including Government initiatives, to secure funding, and to deliver outcomes in accordance with the University's overall strategy.
19. Represent the University, and ensure that the University is properly involved in regional higher education policy and in decision-making in the region.
20. Implement the University's disciplinary, grievance and other procedures for staff and students in accordance with the University's Codes of practice.
21. Take responsibility, and account for, all other activities of the University in the region.

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

- Clause 43 Study leave, research leave: Amended requirement for two years continuous service in order to be eligible for this leave. Updated July 2022
- Clause 11 Superannuation. Amended title to Pensions and included auto-enrolment requirements: Updated December 2019
- Clause 34 Personal Files: Updated re GDPR May 2018
- Clause 7 Remuneration. Removal of reference to London Allowance: Updated November 2017
- Clause 11 Contracted out state earnings related scheme: Updated August 2016
- Clause 27 Change date of annual leave year: Updated February 2013
- Clause 38 Duration and Termination: Effective 1st October 2011
- Clause 34 Personal File: Updated February 2006
- Clause 38 Duration and Termination: Reference to waiver clause in fixed-term contracts deleted from Duration and Termination Clause: Updated July 2003
- Job titles/categories: Updated October 2002
- Clause 29 Tuition Fees & Clause 34 Personal Files: Updated August 2001
- Clause 39 Probation: Updated June 2000
- Clause 36 Leave: Updated November 1998