

# Terms and Conditions of Service:

## Research Staff

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## **1. Application of these Terms and Conditions**

These terms and conditions of service apply to all Research Assistants, Research Associates, Research Fellows, and Senior Research Fellows, together with such other members of staff as shall from time to time be designated full-time members of the Research staff by the Council of the University on the recommendation of the Senate. Any variations applicable to a member of staff appointed to these posts part-time 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/OUUCU 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, may add to or amend these conditions of service from time to time after negotiation with the OUUCU 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 him/her. 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 he/she 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 OUUCU 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 Universities and Colleges Union 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 OUUCU 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 OUUCU 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 Procedure (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 agreed cost of living award on the 1st August annually. 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 him/her in writing.

Normally a staff member may not remain in range AC1 for a total period in excess of six years.

Appointment to Research Posts will be in accordance with the agreed Role Outlines for Research Staff.

All appointments in range AC1 will be reviewed after the award of a doctorate or three years' equivalent experience, whichever is the sooner to ascertain whether the staff member meets the role outline for Research Associate AC2, if they do they will be promoted to Research Associate. If the staff member is not promoted further reviews will take place annually.

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 OUUCU (copies are available from Human Resources).

## 9. Promotion and Additional Salary Incrementation and Special Awards

A colleague may be promoted from an AC2 (Research Associate) to an AC3 (Research Fellow) in one of two ways, either:

- a) by applying for, and being appointed to, an AC3 Research Fellow post (which fulfils the AC3 Research Fellow role outline).
- b) or, if a post has changed, the unit may submit a request for the post to be regraded from Research Associate AC2 to Research Fellow AC3. The post would have to meet the appropriate role outline and there must be a university need for

the new duties and the post to be regraded. Any request for a post to be regraded requires written approval from the Head of Unit.

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 OUUCU 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 OUUCU.

## **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). This means that employees will become a member of the USS Pension Scheme. 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](http://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 approved scheme for travel and subsistence allowances (Appendix II).

## **13. Residence**

Staff members are normally expected to live within reasonable travelling distance of Walton Hall, 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, he/she 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, or the place of employment with the University. The new residence must be nearer Walton Hall 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 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 Study Materials**

Subject to any existing copyright in material incorporated into study material, the copyright and any design rights in all study materials belongs to the University. For this purpose study 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 module offered by the University, except that books are included in this definition only where they are written as part of a module and as a part of normal teaching or study production duties.

- (a) The sale and distribution of these study materials to people other than students registered on OU modules, 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 he/she can be identified, such consent not to be unreasonably withheld. If the academic responsible cannot be identified, with the consent of the module team (through the Curriculum 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 study 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 study 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 study material forming part of an Open University module, 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 module 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 module 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 study materials of which he/she is the identifiable author or part author.
- (f) Copyright in study materials produced by identifiable members of staff offered to but which are not accepted by the University for inclusion as study 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 he/she is identifiable as the author of study material shall have the right to seek permission to acquire copyright in his/her study material after the life of the module 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 study 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 module 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 module 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 modules.
- (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 he/she can show that he/she 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 him/her 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 he/she is able he/she 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/OUUCU Procedure Agreement;
- (ii) a member of the academic staff nominated by both parties or failing agreement appointed in accordance with the OU/OUUCU 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 him/her, 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 he/she 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/OUUCU Procedure Agreement;
  - (ii) a member of the academic staff, nominated by both parties or, failing agreement, appointed in accordance with the OU/OUUCU 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 him/her 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 member's 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 III.

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 (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 doctor's 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 31<sup>st</sup> 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 him/her by the University, as confirmed by the Head of Unit, he/she 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 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.

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 he/she 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 OUUCU 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/OUUCU Negotiating Committee each year.

## 29. 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.

### 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:

- 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.

### 35. Grievance and Disciplinary Procedures

Details of the Grievance and Disciplinary Procedures are available from Human Resources, Heads of Units, or the OUUCU.

### 36. Study Time and Leave of Absence

#### (1) Study time and Leave of Absence

##### (a) Research Assistants

A Research Assistant will be entitled to the equivalent of one full working day a week, that is 44 days a year, for research towards a higher degree or other academic purpose approved by the Head of Unit.

The arrangements for taking any study time will be agreed in advance with the Head of Unit and will normally provide for such leave to be taken on a regular basis save that, with the approval of the Head of Unit, days may be taken consecutively or carried forward to the next year.

##### (b) Research Fellows and Senior Research Fellows

A Research Fellow or Senior Research Fellow shall be entitled to apply for leave on full salary for teaching or other approved academic purposes for two months in each leave year.

##### (c) Leave for approved academic purposes shall be arranged in consultation with the appropriate Head of Unit. In the case of externally funded Research Fellows or Senior Research Fellows regard will be had to the guidelines issued by the research funding body.

A staff member may also be granted unpaid leave of absence for approved purposes.

##### (d) Leave of absence to attend conferences may be granted at the discretion of Heads of Unit (or the Vice-Chancellor), 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 their Dean or appropriate 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 of a 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 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 appointment may be made subject to an initial probationary period specified in the letter of appointment. In no case shall this probationary period be less than three months or exceed one year. In the case of a fixed-term appointment, no probationary period shall be for more than 12 months. The staff member shall be told in writing the duties expected of him/her, any requirements for training and the basis on which satisfactory probation will be assessed. An appropriate member of the staff shall be assigned to supervise the staff member and shall report regularly on his/her progress to him/her and to the Head of Unit. If the staff member feels that the conduct of the probation is unsatisfactory then he/she shall raise the matter through the 'Procedures for dealing with work problems and issues' (as set out in Clause 35). The appointment of the staff member may be confirmed by the Director of Personnel at the end of the probationary period or before if the Head of Unit is satisfied that the purposes of probation have been satisfied.

If it is proposed that the appointment of the staff member should not be confirmed a committee including the appropriate Head Unit, the supervisor of the staff member's training and a senior academic member of staff from another Unit, appointed by the Vice-Chancellor, shall consider the written reports made on the staff member and interview him/her, together with a representative if the staff member so requests, and may then (i) confirm the appointment, or (ii) extend the probationary period to a maximum of eighteen months, or (iii) give notice to terminate the appointment at the end of the probationary period or at six months notice whichever is the longer. In the last two events the University Secretary shall convey to the probationer in writing the reasons for not confirming the appointment in so far as these reasons may help in a future career. Where the probationary period is extended, a further review prior to the end of this extension will be undertaken by the Committee.

The member shall have the right to appeal against the decision to terminate the appointment, the appeal to include rights of representation by an UCU representative or a friend. The appeal shall be heard by a Pro-Vice-Chancellor, nominated by the Vice-Chancellor and by the Head of another Unit and one of the Senate elected members on Council both of whom shall be nominated by agreement between the University and the OUUCU.

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

### 40. Duties

#### (a) Duties

##### (i) Research Assistant

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 responsibilities as may be necessary for the furtherance of the University's objectives and be appropriate given the terms of the member's employment. The detailed duties and responsibilities of a member, which will be concerned primarily with the furtherance of research, will depend upon his/her experience and expertise, the nature of the post to which he/she is

appointed and the requirements of the Unit or Sub-Unit within which the member works.

The Research Assistant grade is intended mainly as a training grade and, therefore, as the normal appropriate level for those entering into research employment for the first time or at an early stage in their research career. A Research Assistant shall normally be appointed to undertake research projects.

(ii) Research Associate

Staff engaged as Researchers who are not a Principal Investigator on an externally funded grant, nor lead a research team, nor undertake independent research nor produce independent and original contributions to the designated subject area but do hold a PhD (or where appropriate equivalent experience) are appointed as Research Associates.

(iii) Research Fellows and Senior Research Fellows

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

Those appointed to this grade will normally be post-doctoral, or at an equivalent level of experience and ability and will be expected to produce independent and original contributions to the subject area. The post of Research Fellow is differentiated from that of Research Assistant by the greater degree of academic, organisational and administrative responsibility involved.

(b) Related duties

Having regard to the terms of any research grant, and, where appropriate, the guidelines issued by a funding body a Research Assistant, Research Associate or Research Fellow may, by prior agreement with the appropriate Head of Unit, undertake a limited amount of all or some of the following in so far as these do not amount in total to a commitment of more than the equivalent of one day a week:

- (i) module writing and module team membership
- (ii) participation in the development and/or presentation of broadcasts
- (iii) acting as a summer school tutor
- (iv) acting as a module tutor or tutor-counsellor
- (v) examining
- (vi) updating professional knowledge or experience
- (vii) other approved academic duties.

Where appropriate, the terms and remuneration for such work will be as agreed and promulgated from time to time by the Council. Furthermore, work

undertaken in the categories (i) - (vii) above shall be considered in promotion reviews. The guidelines for the duties and responsibilities of a Research Fellow will apply to a Senior Research Fellow in terms appropriate to a staff member whose appointment is comparable with a member of academic staff on the Senior Lecturer scale.

(c) Exceptional work or related duties

The work of Senior Research Fellows, Research Fellows, Research Assistants or Research Associates on the related duties identified in (b) above should not amount to more than one day per week taken over any 52 week period. Any proposed departure from the agreed level of work on related duties shall be formally recorded, shall be by prior agreement with the individual(s) involved, shall in appropriate circumstances be counted as being in addition to any contractual period of employment and shall be positively considered in any promotion review.

(d) In respect of these duties a member of staff will be responsible to his/her Head of Unit, who shall determine after consultation with him/her, 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

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.

#### 42. Extra-Curricular Work

Although the duties of their appointment are full-time, members of staff may expect to be able to take part in such outside activities, paid or unpaid, proper to their status provided that in sum these activities do not adversely affect the proper prosecution of their University duties. No special permission to undertake such activities is normally required but staff members must give advance notice of any significant or unusual commitments to the University Secretary who will determine whether or not any special approval is required.

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 the Secretary) in writing and obtain prior approval. The Vice-Chancellor shall 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 Tutorial and Counselling duties in accordance with agreed criteria and procedures.

#### **43. 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 34 Personal Files: Updated re GDPR May 2018
- Clause 7 Remuneration. Removal of reference to London Allowance: Updated November 2017
- Clause 11 Superannuation. Removal of reference to SERPS: Updated June 2016
- Clause 1, 40 (b) and 40 (c) Addition of Research Associate category and AUT changed to UCU throughout the document: Updated June 2015
- Clause 27 Change date of annual leave year: Updated February 2013
- Clause 38 Duration and Termination of Appointment: Effective 1<sup>st</sup> October 2011
- Clause 40ii Research Associate: Added August 2011
- Reformat of document and addition of a linked contents page (no text changes): Update March 2009
- Clause 34 Personal Files: 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
- Clause 29 Tuition Fees & Clause 34 Personal files: Updated August 2001
- Clause 36 Leave & Clause 39 Probation: Updated November 1998