

CONDITIONS OF EMPLOYMENT

Terms & Conditions (Academic Staff)

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INTRODUCTION

Individual terms and conditions of employment for academic staff are as specified in the formal letter of appointment which, along with the provisions on the Human Resources Website, constitutes the Statement of Particulars for that appointment.

The sections of: Guidelines for the Determination of the Duties of Lecturing Staff; Salary Scales, Rates, Grading Provisions and Allowances; Sick Leave and Sick Pay and Maternity Leave and Pay are currently determined nationally (introduced in accordance with National Negotiations 1990/1991). All other provisions have been locally, rather than nationally determined.

The nationally determined conditions can be found in the following sections:

- Guidelines for the Determination of the Duties of Lecturing Staff
- Salary Scales, Rates, Grading Provisions and Allowances
- Sick Leave and Sick Pay
- Maternity Leave and Pay

DUTIES AND PLACE OF WORK

Duties and Place of Work

These guidelines, now amended as appropriate for local agreements and circumstances, were issued as part of the 1990 Salaries and Conditions of Service Agreement for Lecturing Staff (such local amendments and additions appear in italics). The national guidelines are issued to the institutions in the HEFCE sector to enable them to seek to achieve the following objectives:

Letter	Description
A.	to achieve education provision of a high standard,
B.	to recognise the professional contribution which Lecturers make to the HE sector,
C.	to avoid Lecturers undertaking unreasonable workloads
D.	to enable the distribution of work to be carried out locally and fairly within an institution, taking into account the local circumstances.

Principles

Letter	Description
A.	The duties and responsibilities of a Lecturer are inherently of a professional nature and are wide ranging. They include direct teaching, tutorial guidance to students' learning, research and other forms of scholarly activity, curriculum development, educational management and administration, participation in the democratic processes of the institution (committee membership etc), participation in quality assurance procedures, recruitment and admission of students, staff appraisal, income generating activities, and representing the institution on or to appropriate external bodies.
B.	The proportion of time an individual should devote to any of these activities is a matter for professional judgment, which is necessarily made on an individual basis, bearing in mind the needs of both the individual Lecturer and the institution.
C.	Both staff and management jointly have a responsibility to seek to enhance the quality of educational provision, but at the same time to increase access to HE to all sectors of the population, since the extent to which this is achieved is also a measure of the quality of the service. To this end there is mutual concern to improve flexibility and to bring about changes in working practices and methods of delivery, supported by a commitment to the professional development of staff.
D.	However, workloads which damage performance and which are detrimental to the Lecturer, students and the service must be avoided through good management practice in which academic managers (Deans of School, Subject Lecturers, Course Tutors, etc) and their colleagues collectively determine optimum working practices which safeguard standards for all aspects of a Lecturer's role, and for individuals to manage their time in a fully professional way towards individual and corporate objectives.
E.	The principles and practices as described in the booklet Guidance on Workload Allocation and the Management of Performance will apply to all academic staff covered by this contract.

Exclusivity of Service

Letter	Description
A.	External work, which is supportive of your professional responsibilities, is encouraged by the University. You are required to disclose to your Dean of School any external work, including consultancy, which you undertake, regardless of when you entered into the commitment.
B.	<p>Before you enter into a new obligation to undertake any external work, including consultancy, you must inform your Dean of School. However, by way of exception, this requirement does not apply to the following:</p> <ul style="list-style-type: none"> • External Examining • Acting as an Assessor or Moderator • The production of scholarly works such as books, articles and papers • Any other activity specified in the Staff Handbook as not coming within this requirement.
C.	<p>The University will then decide (within 5 working days or whatever other period may be agreed as being reasonable in all the circumstances) if that work will:</p> <ul style="list-style-type: none"> • Interfere with the performance of your professional responsibilities, or • Compete or conflict with the interests of the University in which case the Dean of School may at his/her sole discretion require you not to undertake the work. Such a requirement will not be made unreasonably, will be subject to full consultation with yourself and, if made, will be accompanied by full written reasons for it.
D.	Where it is intended to use the facilities of the University in connection with external work, then specific prior approval is required in accordance with procedures set out under Policies and Procedures.

Post-termination Restrictions

(This clause applies to those Lecturers whose University duties and responsibilities involve them in activities other than those funded by the HEFCE).

You undertake that you will not (without the consent in writing of the Board of Governors) for a period of twelve months immediately following the termination of your employment either on your own account or in conjunction with or on behalf of any person, firm, company or other organisation, and whether as an employee, director, principal, agent, consultant, or in any capacity whatsoever, in competition with the University provide teaching, training or consultancy services to any Client or prospective Client of the University:

- With whom you shall have had personal contact or dealings on behalf of the University during the two years immediately preceding the termination of your employment, or,
- with whom employees reporting to you have had personal contact or dealings on behalf of the University during the two years immediately preceding the termination of your employment.

You undertake that you will not (without the consent in writing of the Board of Governors) for a period of twelve months immediately following the termination of your employment either on your own account or in conjunction with or on behalf of any person, firm, company or other organisation, and whether as an employee, director, principal, agent, consultant, or in any other capacity whatsoever, in competition with the University solicit, induce or procure any Client or prospective Client:

- With whom you shall have had personal contact or dealings on behalf of the University during the two years immediately preceding the termination of your employment, or,
- With whom employees reporting to you have had personal contact or dealings on behalf of the University during the two years immediately preceding the termination of you employment.
- To accept the performance or provision of teaching, training or consultancy services by you whether as an employee, director, principal, agent, consultant or in any other capacity whatsoever.

For the purposes of this Clause "Client" shall mean any person, firm, company or other organisation whatsoever to whom the University has supplied teaching or training services for payment or other consideration, but excluding any person enrolled by the University as a student. "Prospective Client" shall mean any person, firm, company or other organisation whatsoever to whom the University has offered to supply teaching or training or services for payment or other consideration, or to whom the University has provided details of the terms on which it would or might be willing to supply such services for payment or other consideration, or with whom the University has had any negotiations or discussions regarding the possible supply of such services for payment or other consideration, but excluding in all cases any person who is a prospective candidate for enrolment by the University as a student.

PROBATION

All new staff, or upgraded staff (where appropriate), will be required to work the probation period as specified in the letter of offer, in order to determine their suitability for the post. For Academic staff the probation period is usually 12 months.

Normally during probation there is four weeks' notice on either side to terminate employment.

THE NORMAL WORKING WEEK

Working Hours

Letter	Description
A.	On the matter of the working week, it is not appropriate in a professional contract to be specific as to the exact hours of availability for duties; moreover, it is accepted that in the case of the obligation to undertake research and other scholarly activity that obligation will not necessarily require attendance at the institution. However, in relation to teaching duties a reasonable norm may be helpful at institutional level. Such a norm should be comparable with those of other employees in the institution and with those of related professional groups; it is NOT to be regarded as either a minimum or maximum.
B.	Due to the range of teaching and learning methods involved and the different needs in various subject areas, a precise specification of teaching hours is neither possible nor appropriate in a professional contract. As a general guide, however, an individual lecturer may normally expect to have formal scheduled teaching responsibilities for students within a band of 14 to 18 hours a week on average over the anticipated teaching year of that lecturer. Where possible, in arranging a lecturer's timetable special regard should be given to the family responsibilities of individual lecturers.
C.	"Formal scheduled teaching responsibility" means that the event is a formal one, designed and designated for the purpose of the module/syllabus; that is a pre-scheduled meeting between a teacher and (normally) a group of students; and that it is for the purpose of teaching/learning within the relevant module or syllabus.
D.	Formal Scheduled Teaching will not exceed a total of 550 hours in the teaching year and should not normally exceed 18 hours in any week. However, by agreement some flexibility in the working week may be appropriate in curriculum areas that do not follow the conventional teaching format. These areas include: Education, Health, Art, Design & Performance.

See also Appendix 5 of the booklet *Guidance on Workload Allocation and the Management of Performance*

Factors to be taken into account

Letter	Description
A.	<p>The specific teaching responsibilities of an individual Lecturer, and the time to be devoted to other duties, is a matter for discussion between the Lecturer and the relevant line manager (eg Dean of School) and will be such as to enable the Lecturer to be effective in the overall discharge of his/her professional responsibilities. In allocating responsibilities, the following factors shall be taken into account:</p> <ul style="list-style-type: none"> • the full range and extent of actual duties to be performed (see paragraph 1.2.2(a)), • personal development needs both as a teacher and as a subject specialist, and in relation to research and other scholarly activity and to overall career development, • teaching experience, • the numbers of students for whom there would be overall responsibility, • teaching group sizes, with particular regard for methods requiring interaction (eg seminars), and the assessment implications, • differing subject needs, • the teaching methods appropriate, • the number and range of the curricula to be taught, with particular consideration given to the development and delivery of new (for the Lecturer) and innovative courses, • the desirability of achieving a reasonable balance of activities, • wider internal and external responsibilities.
B.	<p>Regard for the implications in Lecturers' workloads should be had at the appropriate stages of course and institutional planning, particularly in relation to those courses having specific professional demands.</p>

Procedure

Determination of a Lecturer's duties will normally be achieved by annual consultation between the Dean of School and the individual Lecturer, and should be linked to the institution's procedures for staff appraisal. However, there should be fairness in the allocation of overall duties and equal opportunities for all staff to develop their professional skills. Moreover, it will be important to maintain an ongoing review of the situation so as to adjust to changing circumstances and to deal with any difficulties, which might occur. To these ends:

- the outcome of the process should be open within each School and published in a common format across the university.
- senior management has a responsibility to maintain an overview to ensure a measure of consistency across the institution in the application of the guidelines,

- the University of Wolverhampton will ensure that there exist effective procedures to deal with grievances or disputes over the allocation of duties and the application of these guidelines, at both the individual and collective levels. Where appropriate, the recognised Lecturer union (UCU) should be involved at both levels.

Factors to be taken into account

- Determination of a lecturer's duties will follow the booklet Guidance on Workload Allocation and the Management of Performance.
- For each Formal Scheduled Teaching Hour a matching hour for academic preparation and marking will be allocated. (See Appendix 5 of the booklet Guidance on Workload Allocation and the Management of Performance.
- An academic workload allocation will also be made for agreed Academic Management Roles. These roles describe a number of administrative and management roles undertaken by academic staff in relationship to the effective administration and management of teaching and learning and associated activities.
- An Academic Workload allocation will also be made for an agreed range of scholarly and third stream activities with clear outcomes. Teaching, scholarly and third stream activities form part of the performance management process as described in the booklet Guidance on Workload Allocation and the Management of Performance.
- The Academic Workload will also reflect the requirements of providing appropriate pastoral support for students.
- Special allowance will be made for new members of staff to enable them to have time to develop curriculum and to engage in appropriate staff development.
- In general, it would be expected that only staff of more than one year's teaching experience, who have not yet been allocated any major administrative responsibility, and are not involved to a substantial extent in research or consultancy, would be allocated the largest teaching commitment.
- It is not anticipated that any member of staff would be required regularly to teach on more than two evenings per week unless he or she has volunteered to do so. Normally, the maximum teaching hours in any week should be 18, though there may be an occasional need to exceed this in an individual week by mutual agreement, or there may be exceptional circumstances where an individual member of staff volunteers to exceed this number for a period, with specific reasons.
- There is no reason why individual teachers should not have space left unspecified within their planned workload but available to address new activities that were not quantifiable when the workload was set, or to allow for foreseen but not fully quantifiable developments. However, this should not be normal practice for all staff every year and should not constitute the typical pattern in a school.
- Where a planned module or activity does not go ahead, it is reasonable for staff left with unused time within their planned workload to be asked to undertake a new activity; this, however, should follow discussions which have involved the

Dean, the appropriate line manager, the lecturer concerned and his/her appraiser.

- Planned workloads, and the means of arriving at these schedules, should be fair, equitable and transparent.
- In all cases, any subsequent request, from Dean or lecturer, for variation from the agreed schedule should respect the need for adequate notice. (See Appendix 6 of the booklet *Guidance on Workload Allocation and the Management of Performance*.)
- The overall workload will be determined on both a weekly and a yearly basis to ensure fairness and to avoid overload. The principle of Overall Workload determination is based upon an appropriate balance of all activities (as identified earlier in paragraph 1.2.2). For each element there will be an agreed outcome and time allocation. The balance of activities will take into account the School Plan and priorities, and the skills and aptitude of the member of staff.
- To safeguard individual members of staff from overloading the individual Academic Workloads will be published and there will be an agreed appeal mechanism within each School. (As described in Appendix 2 of the booklet *Guidance on Workload Allocation and the Management of Performance*)

The Working Year

Your teaching year will not normally exceed 38 weeks, of which 2 weeks will be spent on teaching-related administration. While some flexibility may be required in organising the teaching year, you will not (except with prior agreement) be required to undertake more than 14 consecutive weeks of teaching at any one time, and any significant variations to the normal pattern of the teaching year in the University will only be made after consultation with the staff and the recognised Lecturer Union.

Location and Mobility

Your normal place of work will be one of the campuses of the University of Wolverhampton. However, you may be asked to carry out work in relation to your normal duties and responsibilities on any of the campuses, at any of the University's associated or franchised colleges, at premises where University students are placed for work experience, or at the premises of any of the clients of the University or its subsidiary companies.

You may be asked as part of your normal duties to undertake foreign travel. However, such requests will take reasonable account of your personal circumstances.

Research and Scholarly Activity

Letter	Description
A.	As part of your duties, you will normally be expected to engage in research and scholarly activity. The nature and extent of this will vary with the nature of the subject(s) you teach and the full range and balance of your duties and other commitments. In this context, "scholarly activities" includes the production of books, contributions to books, articles and conference papers, and is to be construed in the light of the common understanding of the phrase in higher education.
B.	While it is in the nature of research and scholarly activity that it may take place throughout the year and be integrated into the overall pattern of your activities, it is envisaged that normally the period(s) of the year outside normal teaching weeks (see "Working Year" point 1.4.5.) and outside your holiday entitlement (see "Holidays" point 3.1.) will primarily be devoted to research and scholarly activity.
C.	Your research and scholarly activity will be principally self-managed. In addition, these activities (and their relationship with your other duties) will be considered as part of the staff appraisal and development system, under which objectives for the coming year (or other appropriate period) can be set and achievements over the past year (or other appropriate period) can be assessed. The University undertakes to give you such support as is reasonable in the circumstances in order to help you to realise the objectives set.

PART-TIME WORKING

Part-time posts are graded as if they were full-time and the salary and other conditions payable will be pro rata to the full-time rate. Eligibility to join the Teachers Pension Agency is dependent on the terms and conditions in force.

COLLECTIVE AGREEMENT

The purpose of this Agreement is to provide the machinery for negotiation and consultation between the University of Wolverhampton and those individual Trade Unions recognised for the respective employee groups within the framework of and supplementary to the national negotiating arrangements.

It is the spirit and intention of this Agreement to foster the best possible relations between the University of Wolverhampton and its staff groups represented by the recognised Trade Unions who are party to this agreement, and to ensure that differences are resolved at the earliest opportunity.

Until all the procedures specified in this Agreement have been exhausted, neither side shall, in relation to the specific dispute, take any action which involves the stopping of

work, except that the Trade Union may hold a meeting of members if express permission for such meeting has been given by the appropriate level of management. Such permission shall not be withheld unreasonably.

In the event of any stoppage of work, as described above, which may result from a failure to resolve the difference within the scope of the procedure, the Union and University of Wolverhampton representatives, at whatever level may be appropriate, undertake to discuss and agree measures to be taken to safeguard the health, safety and security of the University of Wolverhampton, its staff, students and visitors.

Stages of the Procedure

Letter	Description
A.	Departmental issues should be raised in the first instance by the relevant accredited union steward with the Dean of School.
B.	Failing a resolution of the difference at the first stage, the issue may be brought to the attention of the Director of Human Resources, or other designated representative of the Vice Chancellor, in a meeting with the Trade Union's University of Wolverhampton Convener or, in appropriate cases and by mutual agreement between the parties, the Full-time Officer. The Director of Human Resources (or other designated representative of the Vice Chancellor) may require the Dean of School to attend the meeting if he decides that his or her presence could help resolve the issue.
C.	Issues of a general or University of Wolverhampton-wide application may be raised by the appropriate Trade Union's University of Wolverhampton Convener. It is expected that at this stage such meetings will normally be restricted to the representative of the Vice Chancellor and the Trade Union's University of Wolverhampton Convener but, if both sides agree, a full-time officer of the Trade Union and/or a professional adviser of the University of Wolverhampton might also be involved.
D.	If discussions with the Director of Human Resources (or other designated representative of the Vice Chancellor) do not lead to a resolution of the difference and the issue is one arising from the interpretation of a national agreement, the matter may be referred to the appropriate national negotiating parties for their advice or mediation by both the University of Wolverhampton and the Trade Union.
E.	An agreed record of any resolutions reached shall be kept by both parties.

Time Limits

Whilst it is accepted that the resolution of differences may depend on the availability of the representative of both sides, or the gathering of relevant information, all differences processed under the terms of this Agreement should be addressed without unreasonable delay. Unless at any stage it is agreed between the parties that an alternative time limit should apply, meetings at each stage should normally be held

within 10 working days of the previous stage or, in the case of the first stage, of the written registration of the difference with the appropriate member of the management by the Trade Union.

CONFIDENTIALITY

You shall not, except as authorised by the Vice-Chancellor or required by your duties hereunder, use for your own benefit or gain or divulge to any persons, firm, company or other organisations whatsoever any confidential information belonging to the University of Wolverhampton or relating to its affairs or dealings which may come to your knowledge during your employment. This restriction shall cease to apply to any information or knowledge which may subsequently come into the public domain other than by way of unauthorised disclosure.

All confidential records, documents and other papers (together with any copies or extracts thereof) made or acquired by you in the course of your employment shall be the property of the University of Wolverhampton and must be returned to it on the termination of your employment.

Confidential information must be determined in relation to individual employees according to their status, responsibilities and the nature of their duties. However, it shall include all information which has been specifically designated as confidential by the University and any information which relates to the commercial and financial activities of the University, the unauthorised disclosure of which would embarrass, harm or prejudice the University. It does not extend to information already in the public domain, unless such information arrived by unauthorised means.

Notwithstanding the above, the University affirms that academic staff have freedom within the law to question and test received wisdom, and to put forward new ideas and controversial or unpopular opinions, without placing themselves in jeopardy of losing their jobs and privileges they have at the University of Wolverhampton.

COPYRIGHT

[UoW Statement on Copyright](#)

Attention is drawn to the provisions of the Copyright Designs and Patents Act 1988 which provides that copies of any copyright material (including printed matter, computer programmes, sound or film recording and broadcast material) are only made with the permission/licence of the copyright owner. Members of staff may be personally liable for any breach of copyright and therefore in the event of doubt, advice should be sought from the University Copyright Officer, Learning Resources Department before any copies of materials are made.

All records, documents, papers and other materials produced or acquired by staff in the course of employment with the University of Wolverhampton shall become the

property of the University of Wolverhampton and all copyright in such records, documents, papers and other materials shall at all times belong to the University of Wolverhampton.

Subject to the following provisions, the University of Wolverhampton and you acknowledge sections 11 and 215 of the Copyright, Designs and Patents Act 1988.

All records, documents and other papers (including copies and summaries thereof) which pertain to the finance and administration of the University of Wolverhampton and which are made or acquired by you in the course of your employment shall be the property of the University. They copyright in all such original records, documents and papers shall at all times belong to the University.

The copyright in any work or design compiled, edited or otherwise brought into existence by you as a scholarly work produced in furtherance of your professional career shall belong to you. "Scholarly Work", includes items such as books, contributions to books, articles and conference papers, and shall be construed in the light of the common understanding of the phrase in Higher Education.

The copyright in any material produced by you for your personal use and reference, including as an aid to teaching, shall belong to you.

However, the copyright in course materials produced by you in the course of your employment for the purposes of the curriculum of a course run by the University and produced, used or disseminated by the University shall belong to the University, as well as the outcomes from research specifically funded and supported by the University.

The above sub-clauses 1.8.4 - 1.8.7 shall apply except where agreement to the contrary is reached by you and the University of Wolverhampton. Where a case arises, or it is thought that a case may arise, where such agreement to the contrary may be necessary, or where it may be expedient to reach a specific agreement as to the application of the above sub-clauses to the particular facts of the case, the matter should be taken up between you and your Dean of School. By way of example, this sub-clause would apply where the question of assignment of copyright or of joint copyright may arise; other examples and guidance may be contained from time to time on the HR webpages.