

Durham University Terms and Conditions of Employment Grade 10

Terms and Conditions

1. Date and Duration

The appointment will commence from a date to be arranged.

2. Normal Working Week

Staff in Grade 10 have a nominal working week of 35 hours per week. The hours and days are not strictly defined as it is expected that members of staff within this grade will manage their own time to ensure that all duties and responsibilities are fully completed. Where this involves additional time, either at work or away from the workplace, no enhanced rates of pay will apply.

3. Salary

The initial salary attaching to the appointment will be at an appropriate level within the Professorial and Senior Management range (Grade 10 within the Durham Graded Pay Structure) and will be reviewed from time to time.

The salary will be paid monthly in arrears on the second to last day of the month.

Professorial and Senior Management salaries are reviewed by the Vice-Chancellor and Remuneration Committee at regular intervals.

4. Universities' Superannuation Scheme (USS)

Staff are automatically deemed to be a member of USS from the start of their employment.

For more details, access www.usshq.co.uk

5. Duties

Under the Statutes, Council and Senate are responsible for the organisation of teaching and research and for the appointment and conditions of service of members of the teaching staff.

The detailed organisation of teaching is delegated to Boards of Studies whose number and composition are from time to time determined by Council on the recommendation of Senate.

Members of staff are members of the appropriate Board of Studies as determined by Senate and Council and will be required to perform in a manner satisfactory to Senate such duties related to the teaching and administration within the field of the Board of Studies as may be accorded to them from time to time by that Board. They will observe confidentiality

Document Control:

Version 1 agreed Aug 2006; Version 2, amended Mar 2010; Version 3 amended May 2011; Version 4 amended Jan 2012; Version 5 amended Feb 2012; Version 6 amended Mar 2013; Version 7 amended Oct 2013. Version 8 amended April 2019; Version 9 amended June 2021

where the work requires it and especially in connection with examinations, personnel matters and administration.

Members of staff are expected to engage in research in their subject in a manner and to an extent satisfactory to Senate.

Members of staff are required to take part in a manner satisfactory to Senate and without further remuneration in the conduct of University and terminal examinations.

If appointed as a Head of Department, members of staff will be responsible to Senate and Council for carrying out the duties of a Head of Department as may be prescribed from time to time in the Standing Orders for Boards of Studies.

Members of staff are required to assume such duties for administration in the University as may be required by Senate and Council.

6. Training and Staff Review

Members of staff are required to participate in such systems of Annual Development Review (ADR), training and staff development as may be agreed from time to time by Council. Members of staff may be required to complete compulsory training eg on Health & Safety, Diversity & Equality, Data Protection or for ADR Reviewers.

7. Residence

Members of academic staff are expected to reside within a reasonable distance of the University

8. Consultancy (Outside Work)

The University takes an active approach to managing individual staff consultancy and the risks associated with it. This involves an approval process which is managed through Durham Research & Innovation Services (RIS).

Members of staff considering undertaking consultancy activities should adhere to the Consultancy Policy which can be accessed online via the Consultancy Support web pages at

https://www.dur.ac.uk/bard/local/business_relations/indacons/consultancy_guide/

or can be obtained by contacting the Consultancy Manager who will be able to provide advice and guidance on how to proceed.

Members of staff should disclose secondary employment.

9. Commercial Exploitation and Publication of Work

Document Control:

Version 1 agreed Aug 2006; Version 2, amended Mar 2010; Version 3 amended May 2011; Version 4 amended Jan 2012; Version 5 amended Feb 2012; Version 6 amended Mar 2013; Version 7 amended Oct 2013. Version 8 amended April 2019; Version 9 amended June 2021

Members of staff shall not, in connection with any invention, patent, process or manufacture, have authority to make representations on behalf of the University or to enter into any contract in the like behalf, or to be concerned in the like behalf in any transactions whatsoever relating thereto without the express consent of Council.

The Council of the University retains the right to require members of staff to assign their interests in any valuable rights arising from the financial exploitation of any work with commercial potential.

It is, however, the policy of the University to encourage such work and to ensure that whenever the terms of the grant or contract so permit, any financial rewards are appropriately and equitably shared with those responsible for the work and/or with those responsible for directing the work and/or with those responsible for its exploitation. All members of staff are required:-

(a) to ensure that the Treasurer of the University is notified in writing of any device, materials, product or process, computer software or other result developed or obtained in the course of his or her employment which it is considered might have commercial significance, whether patentable or not,

(b) to ensure that the notification takes place in good time before publication or other disclosure and to withhold publication for a limited period if required to do so by the Council of the University.

It is the University's policy that all results shall be published. Delay in publication will only be required when it is necessary to secure patent rights or where the prior permission of the body which funded the work in question is required.

10. Leave and Holidays

(a) Annual Leave

Annual leave entitlement for all staff in Grade 10 is 30 days per annum, excluding public holidays and Customary Days. The holiday year is calculated from 1st January to 31st December.

All holidays must be agreed and authorised in advance by the Head of Department or line manager. Normally a minimum of three weeks notice should be given when submitting a holiday request.

Holidays not taken in one year may not normally be carried over into the next holiday year. Requests to carry over annual holiday into the next holiday year must be forwarded to the Head of Department for approval.

The annual entitlement for members of staff who commence their employment after 1st January, will be 1/12th of the annual holiday

Document Control:

Version 1 agreed Aug 2006; Version 2, amended Mar 2010; Version 3 amended May 2011; Version 4 amended Jan 2012; Version 5 amended Feb 2012; Version 6 amended Mar 2013; Version 7 amended Oct 2013. Version 8 amended April 2019; Version 9 amended June 2021

entitlement for each completed month of service in the initial holiday year.

For the purposes of calculation of entitlement, a member of staff appointed on or before 15th of a month will be regarded as having a complete month's service. Staff who leave on or after 16th of a month will also be regarded as having a complete month's service.

Members of staff leaving the University are expected to have taken any outstanding holiday by the end of their notice period. Accrued holiday will be paid by agreement with the Head of Department/Section only in exceptional cases where, for business reasons, the member of staff is unable to take holiday prior to the leaving date.

(b) Public Holidays

The University recognises eight public holidays for which, with the exception of May Day and Spring Bank Holiday, the normal practice is for the University to be closed. Staff will receive adequate notice where teaching is scheduled for a public holiday. Staff in Grade 10 who work on a Public Holiday receive no additional payment but will be provided with compensatory time off in lieu at a later date.

(c) Customary Days

The University closes on an additional four days each year. These days, determined by Council, normally fall between the Christmas and New Year period. Staff in Grade 10 who work on a University Customary Day receive no additional payment but will be provided with compensatory time off in lieu at a later date.

(d) Other Leave

Other forms of leave e.g. compassionate leave; jury service etc. are set out on the HR website. Please refer to the website or contact your HR contact for further information.

11. University Sick Pay Scheme

Eligibility for the University's Sick Pay Scheme is as follows:

	Full Pay	Half Pay
First 3 months of service	2 weeks	2 weeks
After 3 months	2 months	2 months
Years 2 and 3	3 months	3 months
Years 4 and 5	5 months	5 months
After 5 years	6 months	6 months

Further details of the University's Sick Pay scheme and Sickness Absence policy can be found on the HR website at

www.dur.ac.uk/hr/policies/paycond/sickpay

If the policy is not followed, sick pay may be withheld.

12. Medical Examinations

In addition to the requirement for a member of staff to attend a medical examination under terms of the University Sickness Pay Scheme and University Pension Schemes, there are other occasions on which staff may be required to be examined by the Occupational Health Physician, Occupational Health Adviser and/or their own General Practitioner. It is a condition of employment that when required, members of staff shall attend a pre-placement medical examination.

The pre placement medical examination is to assess fitness for role to comply with Health and Safety Legislation, and to make recommendations regarding potential reasonable adjustments to work if an individual is disabled as defined by the Equality Act 2010. It may also be a requirement to attend health assessments and fitness for role assessments at regular intervals if required to comply with Health and Safety Legislation.

13. Safety

A copy of the University's Safety Policy statement is given to all new members of staff when they begin their employment.

All members of staff have a duty to use their knowledge and experience to maintain safety in the work place. The University will make available any appropriate personal safety clothing and gear it deems necessary to provide a safe working environment, and members of staff must use any equipment with which they are provided. If you find any defects in protective clothing, equipment, or become aware of any other potential hazard, you must report these to your immediate supervisor without delay. Failure to wear safety gear issued may be construed as misconduct.

Details of the policy can be found on the following web page:

<https://www.dur.ac.uk/resources/healthandsafety/local/HealthSafetyPolicy2018-19.pdf>

14. Disciplinary Procedures and Rules

The University's Disciplinary Procedure can be found on the HR website at www.dur.ac.uk/hr/policies/disciplinary/ or by contacting HR.

15. Grievance Procedure

If you have a grievance, complaint or problem in relation to your employment, members of staff should follow the appropriate procedure.

Details of this are on the HR website at

www.dur.ac.uk/hr/policies/grievance/ or by contacting HR.

16. Trade Union Membership

The University recognises several Trade Unions, details of which can be found on the HR website at

www.dur.ac.uk/hr/policies/paycond/tradeunions.

Document Control:

Version 1 agreed Aug 2006; Version 2, amended Mar 2010; Version 3 amended May 2011; Version 4 amended Jan 2012; Version 5 amended Feb 2012; Version 6 amended Mar 2013; Version 7 amended Oct 2013. Version 8 amended April 2019; Version 9 amended June 2021

A Procedural Agreement exists between the University and the recognised Trade Union representing academic and related staff, a copy of which may be seen in HR.

The University wishes to make clear that it is not a condition of employment that you should be a member of any Trade Union.

17. Notice Periods

Members of staff should provide three months notice of resignation from the University. When submitting a notice of resignation, members of staff are requested to state their reasons for leaving.

If your period of continuous employment commenced before 1st April 2019 your notice period shall be six months.

If your period of continuous employment commenced on or after 1st April 2019 your notice period shall be three months..

18. Change of Work

Whilst members of staff are appointed to a particular post, they should appreciate that circumstances may arise when they would be requested to transfer to another part of the University, either in an effort to avoid redundancy or as an aid to efficiency. It is agreed that the transfer of staff from one area of the University to another is subject to the normal consultation procedures with the representative Trade Union.

All Council maintained Colleges, Departments, Services and Sections are all part of "Durham University" for this purpose.

19. Confidentiality

During and after their employment, all staff are subject to a duty of confidentiality in relation to confidential information, such as personal or commercially sensitive data, which comes to their knowledge in the course of their appointment with and related to the activities of the University.

Staff shall not, except in the performance of their duties with the University or unless authorised or required by law to: (a) divulge in any manner whatsoever, or (b) use for their own purposes or those of any company or other organisation any confidential information relating to the business or transactions of the University and its activities and/or its students or employees and they shall use all reasonable endeavours to prevent the disclosure of such information.

20. Processing of personal data

For the purposes of payroll, equal pay auditing and other associated human resource data handling, personal data may be processed by the University and procurement/approved bodies such as those who provide pensions. This will be in accordance with the University's policy on General Data Protection Regulations , details of which can be found at

Document Control:

Version 1 agreed Aug 2006; Version 2, amended Mar 2010; Version 3 amended May 2011; Version 4 amended Jan 2012; Version 5 amended Feb 2012; Version 6 amended Mar 2013; Version 7 amended Oct 2013. Version 8 amended April 2019; Version 9 amended June 2021

21. Use of University IT Facilities

The University has approved a policy and regulations governing the use of all computing facilities within the University, these are available at www.dur.ac.uk/cis/policy/regulations/.

The University's online directory contains an entry for staff of the University and students who are registered computer users. Each person's entry contains their surname, initials, department or college, job or student status, computer username, electronic mail address and internal telephone number. This directory can be accessed within the University and from anywhere on the world-wide computer network.

Acceptance of the Contract of Employment means staff agree that their use of University IT facilities will be in accordance with the Regulations for the use of University IT facilities and that their details (as described above) will be published in the online directory.

22. University Policies

The University Council, as employer, has approved policies which relate to contractual obligations as well as maintaining a positive working environment for all staff.

In addition to the specific terms of contract of employment, staff are required to comply with University policies governing such matters as IT, travel, financial regulations, health and safety at work, data security, and equality and diversity.

This is not an exhaustive list and details of such policies can be found on the University's intranet.

23. Conditions of Employment

These conditions of employment may be altered from time to time, in agreement with the Trade Union(s) at either local or national level, in which case such changes will be notified individually to members of staff.

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.