

**ACADEMIC, MANAGERIAL AND PROFESSIONAL STAFF
STANDARD TERMS AND CONDITIONS OF APPOINTMENT**

<u>CONTENTS</u>	<u>PAGE</u>
INTRODUCTION	2
TERMS AND CONDITIONS OF APPOINTMENT	2
DUTIES	2
PROBATION, ADVANCEMENT, PROGRESSION & PROMOTION PROCEDURES	3
HOURS OF WORK	3
UNIVERSITY MATERNITY, PATERNITY AND ADOPTION PAY & LEAVE	3
RETIREMENT	3
SALARY	3
SERVICE	4
SICKNESS ABSENCE PROCEDURE AND PAY	4
SUPERANNUATION	5
WORK OUTSIDE THE UNIVERSITY	5
GRIEVANCE PROCEDURE	5
TRADE UNION MEMBERSHIP	6
STAFF DEVELOPMENT	6
STAFF PERFORMANCE REVIEW	6
RIGHT TO SUSPEND	6
MEDICAL SUSPENSION	7
DISCIPLINARY PROCEDURES	7
REDUNDANCY PROCEDURES	7
APPENDIX A Grievance Procedures	8
APPENDIX B Constitution of the Joint Committee	12
APPENDIX C Disciplinary Procedures	16
APPENDIX D Probation, Advancement, Progression and Promotion Procedures	25

January 2017

INTRODUCTION

All appointments are subject to the Charter, Statutes, Ordinances and Regulations.

Collective Agreements have been reached on the Grievance and Disciplinary Procedures. These procedures supersede the University's Statute. However, it should be noted that any employee covered by University Statutes has the right to invoke the relevant Statute, rather than the revised Grievance and Disciplinary Procedures, should they wish to do so, until any such time that the Privy Council should amend or revoke the relevant Statute. There should be no detriment to staff during the period up to the date the decision is taken by Privy Council.

Please note where the document refers to Head of Department this also encompasses Dean of College, Head of School and other similar level roles.

TERMS AND CONDITIONS OF APPOINTMENT

1. DUTIES

Members of staff will be responsible through the Head of Department or his/her nominated representative to the University Council for the efficient performance of their duties.

1. For a member of the Academic Staff these duties will comprise:
 - (a) Teaching and developing courses and modules at various levels as directed by the Head of Department;
 - (b) Actively undertaking research and other scholarly work in an appropriate area, either independently and/or in collaboration with colleagues (where relevant), and by publications and reports raising the research profile of the academic Department and the institution;
 - (c) Administrative work in and for the Department;
 - (d) Academic and administrative duties associated with examining and assessment.
 - (e) Taking personal responsibility for one's own professional development which may include participating in relevant University-run workshops and staff development events designed to promote and support quality performance in teaching and research;
 - (f) Any other duties, as directed by the Head of Department as are consistent with the Grade and responsibilities of the post;
 - (g) The portfolio of duties may be reviewed from time to time and following consultation and agreement with yourself, adjusted in line with the current operational requirements consistent with the Grade.

2. For a member of the Managerial and Professional Staff these duties are detailed in the Job Description.

2. PROBATION, ADVANCEMENT, PROGRESSION AND PROMOTION PROCEDURES

Please see Appendix D.

3. HOURS OF WORK

The precise hours of work are not specified generally, but shall be such as are necessary to carry out satisfactorily the duties associated with the post, and in line with the working time directive.

4. UNIVERSITY MATERNITY, PATERNITY AND ADOPTION PAY AND LEAVE

To qualify for University leave and benefits, a member of staff should have been continuously employed by the University for a minimum period of 12 months before the expected week of confinement/adoption. The full details of the benefits, and other statutory benefits, are explained in the booklet "Employee Support Policies and Procedures". A copy can be obtained from Human Resources, or viewed on the Human Resources Website.

Staff who do not qualify for the University schemes may qualify for statutory leave and benefits.

5. RETIREMENT

The University does not operate a default retirement age.

6. SALARY

- (a) Salary scales [where appropriate] are the subject of discussion and agreement at national level, and any changes are notified to staff by the Director of Human Resources;
- (b) Increments on established scales are paid on 1st August each year until the maximum of the particular scale is reached;
- (c) A member of staff appointed after 31st January in any year is not eligible for an increment in that year;
- (d) Salaries are paid monthly in arrears by direct transfer to bank accounts on the last working day of the month. [The Finance Office [Payroll] should be informed immediately of any change of bank]. Persons appointed other than on the first day of any month will be paid for that month in proportion to the number of days in appointment;

- (e) Any queries as to the details of a monthly salary payment should be referred to the Finance Office [Payroll] in the first instance;
- (f) In certain circumstances appointments are not made to established pay scales. These are normally appointments of a commercial nature, and where such circumstances apply, these are clearly indicated in the statement of terms and conditions, and any advertisement for the post.
- (g) The University reserves the right to recover any overpayment, made as a result of an administrative error, by deduction from salary over a reasonable period.

7. SERVICE

Employment with a previous employer will not count as a member of staff's continuous period of employment with the University unless otherwise stated in writing by the University.

8. SICKNESS ABSENCE PROCEDURE AND PAY

- (a) Members of staff absent through illness should:
 - (i) Inform their Head of Department immediately, (preferably by no later than 9.30 a.m.) of the reason for absence (if appropriate) and giving an anticipated duration of absence.
 - (ii) Forward a completed Self Certificate for Sickness Absence Form to the Health and Safety Services for absences up to six days;
 - (iii) Forward a doctor's statement to the Health and Safety Services, in addition to the Self Certificate for Sickness Absence Form, when the absence lasts seven days or more;
 - (iv) Inform the department of the likely date of return to work.
- (b) A scale of paid sick leave will apply within any period of 12 months, e.g. if sick leave begins on 1st June of one year, an assessment is made as to how much sick leave entitlement there is according to length of service, and how much of that entitlement has been taken in the 12 month period commencing on 1st June of the previous year;
- (c) The following scale will apply within any period of 12 months:

Length of Service	Normal Pay	Half Normal Pay
1 st year [after first 3 months]	2 months	+ 2 months
Second & third year	3 months	+ 3 months
Fourth & fifth year	5 months	+ 5 months
After 5 years	6 months	+ 6 months

- (d) The University Council reserves the right to vary these arrangements at its discretion, particularly in the case of long-term absence through illness;
- (e) In the event of absence as a result of an accident, there is no entitlement to sick pay if damages may be receivable from a third party, but the University may, at its discretion, advance a sum not exceeding the particular sick pay entitlement, subject to the member of staff undertaking to refund, from any damages received [but excluding any award by the Criminal Injuries Compensation Board], the whole or part of this sum as the University may determine;
- (f) See also the document headed Sickness Absence Policy available on the HR website:
<http://www.bangor.ac.uk/humanresources/policies/leave.php.en>

9. SUPERANNUATION

New members of the Academic, Managerial and Professional Staff are eligible to join the Universities Superannuation Scheme [U.S.S.] if they are not already in receipt of a pension from USS. Staff will be auto-enrolled into USS from the start date of employment. Relevant information on the Scheme and auto-enrollment process is enclosed.

10. WORK OUTSIDE THE UNIVERSITY

- (a) A member of staff may not undertake other employment without the prior approval of the University Council;
- (b) If such approval is given, it shall be the responsibility of the member of staff, whether the outside work is paid or unpaid, to inform the concern for whom such work is undertaken that it is on a private basis and that the University will not in any circumstances accept responsibility for any such work;
- (c) The Professional Indemnity Cover provided by the Bangor University Scheme does not apply when staff are working in a private capacity, and a member of staff should therefore make his/her own personal indemnity arrangements in such circumstances. Details of the Professional Indemnity Cover should be obtained from the Financial Office.

11. GRIEVANCE PROCEDURE

- (a) A procedure has been agreed locally, with the aim of settling an issue as near as possible to the point of origin.
- (b) The procedure entails that a grievance or issue that is not resolved at one stage be referred to a higher stage. Full details are given in Appendix A entitled Grievance Procedure.

12. TRADE UNION MEMBERSHIP

- (a) It is not a condition of employment in the University that a member of staff should be a member of a trade union. Members of staff have the right to belong to any trade union of their choice;
- (b) However, the University recognises the University and College Union as the appropriate body to represent, and to negotiate on behalf of, Academic, Managerial and Professional Staff. See Appendix B.

13. STAFF DEVELOPMENT

The University is committed to improving the skills and competencies of all staff, and has established a Staff Development Programme which includes:-

- (a) A series of training workshops designed to enhance the personal and professional skills of Academic, Managerial and Professional Staff generally;
- (b) An induction programme for new staff, which leads to an accredited teaching qualification in Higher Education;
- (c) A monitoring and support system for newly appointed lecturers during their period of probation.

Further details of the Staff Development Programme are available on request from the Staff Development Department. New members of staff are required to attend relevant induction events.

14. STAFF PERFORMANCE REVIEW

The University has a performance review scheme for all staff. Further details of the scheme can be obtained from Human Resources.

15. RIGHT TO SUSPEND

The University has the right to suspend a member of staff from their duties or their contract of employment for good or urgent cause, normally, but not exclusively as a precautionary measure pending the outcome of disciplinary enquiries, or pending discussions which may affect their continued employment. Such suspension will normally be on full pay, although the University reserves the right to suspend with less than full pay, or no pay at all, in exceptional circumstances.

Examples of where the University may feel obliged to suspend a member of staff pending investigations include:-

- (a) Complaints in writing about personal conduct which infringes the University's Strategic Equality Plan, or other unprofessional behavior.
- (b) Complaints in writing about behavior in breach of the financial regulations of the University, or other forms of mismanagement or mishandling of funds or

resources.

- (c) Complaints in writing on matters relating to the Health, Safety and Welfare of the individual member of staff, or other members of staff or students within the University Community.

16. MEDICAL SUSPENSION

- (a) The University also reserves the right to suspend a member of staff with pay pending a report on the employee's medical condition;
- (b) It is a condition of this employment that the member of staff agrees to the University approaching his/her General Practitioner for a Confidential Medical Report, or referring the member of staff to the University's Health and Safety Services.

The detailed procedures which are explained in the document headed "Sickness Absence Policy" will be applied in accordance with the requirements of the Access to Medical Reports Act (1988), and the Access to Health Records Act (1990) .

17. DISCIPLINARY PROCEDURES

- (a) A procedure has been agreed locally, with the aim of settling an issue as near as possible to the point of origin.
- (b) The procedure entails that an issue that is not resolved at one stage be referred to a higher stage. Full details are given in Appendix C: "Disciplinary Procedures"

18. REDUNDANCY PROCEDURES

The University's Statute defines redundancy in paragraph 6 and provides in Part II paragraphs 8 - 12 detailed procedures to be followed in the event of redundancy.

Director of Human Resources

January 2017

GRIEVANCE PROCEDURE

Part I - Application and scope

1. This Procedure will apply to grievances by members of academic and managerial and professional staff concerning their appointment or employment in relation to matters affecting themselves as individuals or their personal dealings or relationships with other staff of the University (including, but not limited to, issues of harassment or unlawful discrimination). A grievance may be raised about matters concerning work or the conditions of employment except:
 - actions or decisions taken following formal action under the disciplinary, capability/performance, probation, redundancy, incapacity or retirement policies. Complaints about these matters should be considered at hearings under these policies;
 - grading decisions, which will be managed through the appropriate grading appeal procedure;
 - collective disputes;
 - grievances raised by former employees: this policy shall not normally apply to any grievance raised by an employee after termination of his/her employment. This procedure shall normally cease to apply if, during the course of the process, the employment of the employee terminates. In such circumstances, the University shall notify the former employee of the appropriate procedure, if any, to be followed.
2. At each stage of the procedure, except for the informal handling of minor faults/problems, when only the member of staff and line manager/Head of School/Department need be present, the member of staff shall have the right to be accompanied by a colleague or trade union representative.

At any stage of this procedure the member of staff or the line manager may consider Mediation which is detailed in paragraph 15 onwards.

The member of staff should, as far as is reasonably possible and appropriate, aim to resolve the grievance informally through discussions. These should normally involve the member of staff's immediate line manager, and, where appropriate, any person or persons to whose conduct the grievance relates. As an alternative, and if the grievance relates to his/her line manager, the member of staff can discuss the matter on an informal basis with a member of the Human Resources (HR) Department, a more senior manager, or the Head of School, Department or other area. The HR Department will offer advice and support to all parties on the process. If the grievance cannot be resolved, normally after meaningful and thorough attempts, then the procedures below

should be followed.

3. Where appropriate any member of staff against whom a grievance is raised will be advised as soon as reasonably practicable of the nature of the grievance raised against him/her and be given the opportunity during the investigation and at any formal meeting or hearing where appropriate to state his/her case. The aggrieved member of staff and the member of staff to whom the grievance is raised against may be accompanied at any such meeting or hearing by a work colleague or trade union representative. To facilitate the proper investigation of a complaint and to avoid the possibility of further exacerbation of the situation through continued contact, the University may require, without prejudice, one or more parties to work in or from a different location during the period of investigation, where this is practical. It may not be possible for all of the duties of the post to be performed.

At any stage of the grievance procedure, the person(s) dealing with the grievance may, at his/her or its discretion, defer consideration of the grievance if other proceedings concerning the member of staff raising the grievance, and which are relevant to the substance of the grievance, are pending or in progress.

Stage 1 - Formal stage

4. The intention of the procedures detailed below is to investigate and seek to resolve the grievance in a timely manner and identify any actions that may need to be taken as a consequence. The member of staff will be consulted at each stage of the process about expected time scales for a response.
5. If the member of staff's grievance remains unresolved, or if he/she is unable to raise the matter informally, he or she shall write to the Relevant Postholder who would usually be the line manager, giving full details and indicating the remedy sought. If the grievance concerns the immediate line manager, the member of staff should write to the Dean of College/Head of School/ Department. If the grievance concerns the Head of School/Department, the member of staff should write to the next line of management. Advice may be sought from the HR Department. If the grievance concerns a Dean of College, Head of Central Service or a Pro-Vice-Chancellor, the member of staff should write to the Vice Chancellor. If the grievance concerns the Vice Chancellor, the member of staff should write to the Chair of Council. The person to whom the Grievance is made will be referred to as the 'Relevant Postholder'.
6. The member of staff shall also provide clarification on any aspect of the grievance if requested to do so by the Relevant Postholder, who shall normally investigate the substance of the grievance and, unless he or she deems it to be inappropriate or the member of staff refuses his or her consent, discuss it with any person to whose conduct the grievance relates. It should be recognised by the person bringing the grievance however that refusal of consent may limit the scope and outcome of the investigation. Any such concerns should be raised at the earliest opportunity.
7. The Relevant Postholder may appoint another appropriate person to investigate the grievance on his/her behalf (the "Investigating Officer"). The Relevant Postholder or the Investigating Officer shall invite the member of staff to attend a meeting to discuss the grievance with a view to resolving it.

8. The Relevant Postholder or the Investigating Officer will gather any relevant evidence from witnesses and may interview such witnesses, unless the Relevant Postholder deems it to be inappropriate or the member of staff refuses his or her consent. The written statement of grievance and any written evidence adduced shall be circulated to witnesses and the Relevant Postholder or the Investigating Officer shall allow proper time for consideration and response. This would normally be 7 calendar days for consideration and 7 calendar days to respond.
9. After such an exchange the Relevant Postholder or the Investigating Officer shall inform the member of staff, in writing, of his or her response to the grievance. In the event of further investigation being necessary, the member of staff will be notified of any delay, proposed actions and anticipated date of completion.

Stage 2 - Appeal

10. If the member of staff is not satisfied with the Relevant Postholder or the Investigating Officer response, he or she should write to the Secretary's office, within 14 days of the Relevant Postholder's or the Investigating Officer's notification, setting out his/her Grounds of Appeal, including:
 - (i) full details of the grievance and indicating the remedy sought;
 - (ii) details of the steps he or she has taken in attempting to resolve the grievance thus far, enclosing copies of all relevant correspondence;
 - (iii) the reasons why he or she is dissatisfied with the outcome of Stage 1 of the Procedure.
11. The Secretary or other officer nominated by the Vice Chancellor will pass a copy of the Grounds of Appeal to a person (the "Chair of the Grievance Appeals Panel") who may be a member of staff, a Council member or an external member appointed by the Vice-Chancellor (academic staff) or the Chair of Council (in cases where the grievance lies against the Vice Chancellor) to hear the appeal. The Chair will nominate two other members, who may be members of staff, officers, members of Council or external members. The Chair will ensure that, as far as practicably possible, the membership of the Panel is balanced and representative.
12. The Secretary or other officer nominated by the Vice Chancellor will invite the member of staff to attend an appeal hearing to discuss the grievance normally within 25 working days of receiving the member of staff's Grounds of Appeal.
13. The conduct of the grievance appeal shall be at the discretion of the Chair of the Grievance Appeals Panel. The Chair of the panel will decide whether the appeal is to be conducted by way of a hearing or by correspondence having due regard to any statutory requirement that a meeting should be held in any particular circumstances.
14. Where the Chair has nominated up to two other members, normally a unanimous decision will be expected but if the members of the Grievance Appeals Panel cannot agree, the decision of the Grievance Appeals Panel shall be that of the majority of its

members.

Mediation

15. At any stage in this Procedure the University (via the Director of Human Resources) or the member of staff may request that this matter be dealt with via referral to the University's mediation policy. Mediation is voluntary and will take place only if all parties agree. However, the University hopes that staff will be amenable to any suggestion made by the University to refer grievances to mediation and hope that staff will co-operate with all efforts to resolve a complaint. Mediation may involve external or internal mediators but external mediation will only be available with the express permission of the Registrar or the Director of Human Resources.
16. If both parties agree to mediation, the grievance ordinance will be put on hold whilst the mediation takes place. If the grievance is resolved through mediation, the mediator will assist the parties to draft a written agreement that will be signed by both parties as acceptance of its terms. This should include an express confirmation that the grievance has been satisfactorily resolved.
17. In the event that no mutually acceptable solution is reached through the mediation process, with the permission of the complainant, the grievance ordinance will be reconvened.
18. If a member of staff leaves the University when a Grievance has been lodged the Relevant Postholder may continue to investigate the substance of the grievance if he or she deems it appropriate. In these circumstances the relevant post holder may set out his/her response in writing. This response shall be sent to the former member of staff normally within 25 days of receipt of his or her grievance.
19. If a member of staff wishes to raise a grievance after the termination of his/her employment the University may follow the above procedure where appropriate. Complaints from former members of staff will not normally be considered as grievances if they are lodged more than 3 months after the end of their employment with the University.
20. The outcome of this procedure does not affect the member of staff's statutory employment rights. Advice can be sought from the relevant trade union or ACAS. This procedure will be jointly reviewed every three years or following a change in relevant legislation.

APPENDIX B

CONSTITUTION OF THE JOINT COMMITTEE

1. INTRODUCTION

In the following agreement:

"UCU" means Bangor University and College Union

"COUNCIL" means the Council of Bangor University

"PRINCIPALS" means the BUCU Executive Committee and the Council

"SIDES" means the members of the JC nominated by the principals

"UNIVERSITY" means Bangor University

2. It is the objective of these procedures to promote the well-being of the University and its staff. Both principals, therefore, undertake not to engage in any industrial action in furtherance of a local dispute before the procedures hereinafter agreed have been exhausted. It is accepted that this undertaking cannot apply to disputes at national level, but agreed that consultation about such disputes could and should take place at the earliest opportunity, it being agreed also that such consultations will examine the most convenient method of implementing locally a policy determined at national level and will not discuss whether or not such a policy should be implemented.
3. The University and the BUCU agree to consult or negotiate as appropriate on questions concerning the terms and conditions of service of the BUCU membership.
4. The University recognises the BUCU as having sole negotiating rights for academic, managerial and professional staff on those matters which the University and the BUCU have agreed are appropriate for negotiation, so long as the Association has greater membership than any other trade union among the University's academic, managerial and professional staff.
5. The University will continue to seek the views of and hear representations from the BUCU on matters appropriate for consultation. On matters agreed to be appropriate for negotiation, no changes shall be made without agreement having been reached under the procedure set out below.
6. A Time Off and Facilities Agreement exists between the University and BUCU (<http://www.bangor.ac.uk/humanresources/policies/employment/facilities%20agreement.pdf>).

MATTERS FOR NEGOTIATION AND CONSULTATION

7. The following topics are agreed to be appropriate for negotiation between the University and the BUCU.
 - (a) Any local flexibility in the interpretation and application of national salary agreements and superannuation arrangements.
 - (b) Changes in terms and conditions of appointments as set out in the contract of employment and as customarily applied, which are not the subject of discussion, negotiation, agreement at any one time at national level.
 - (c) Arrangements for paid leave, study leave, leave of absence, annual leave and other holidays, sick leave, maternity leave, compassionate leave.
 - (d) Conditions and procedures under which appointments are made and terminated.
 - (e) Conditions and procedures regarding the confirmation of probation, the award of additional increments and promotion.
 - (f) Procedures regarding discipline and the hearing of grievances.
 - (g) Redundancy, retraining and redeployment of staff.
 - (h) External paid work.
 - (i) Expenses and fees.
 - (j) Patents and inventions.
 - (k) The terms of this agreement itself.
8. All matters concerned with the terms and conditions of appointment of academic, managerial and professional staff not included in clause 6 as amended from time to time under clause 6 (k) are in principle appropriate for consultation. Items may be brought forward by either side for negotiation or consultation as appropriate.
9. Individual cases shall be dealt with through the procedures established or to be established regarding appeals and grievances. They shall only be considered by the Joint Committee when there are matters of general principle raised by them which need to be negotiated or discussed.

PROCEDURES

10. Negotiation and consultation shall be conducted in a joint committee composed of representatives designated by the principals. It shall be known as the Joint Committee.

11. The Joint Committee shall consist of four representatives of the Council and four representatives of the BUCU. In addition the principals will be free to invite advisers to meetings. The Chair of the Joint Committee shall be vested at alternate meetings in a Council representative or in a BUCU representative. Two members from each side shall constitute a quorum. The Secretary and Registrar, or a person appointed by him, shall be Secretary of the Council side of the Joint Committee and a person appointed by the BUCU shall be Secretary of the BUCU side. They shall be known as Joint Secretaries and shall consult on Agenda and Minutes of meetings.
12. Provision will be made in the University Calendar for the Joint Committee to meet once each term; with the agreement of both sides a scheduled meeting may be cancelled. Additional meetings may be held at the request of either party within twenty-one days of such a request and emergency meetings may be held at the request of either side at reasonable notice. Meetings may be adjourned by agreement for not longer than fourteen days. During the meeting either side may withdraw to consult separately.
13. When either principal wishes to effect a change in matters listed in clause 6, the Secretary and Registrar or the Secretary of the BUCU, as is appropriate, shall inform the other side of such desire as soon as it is manifested. Either side may at that stage offer comments on the proposals in so far as they are known. Once the desired change has been defined according to the proper processes of the University or the BUCU, the matter will then be brought to the Joint Committee for agreement. Such agreements shall be subject to ratification by the University Council and by the BUCU.
14. The Minutes of all meetings, whether scheduled or ad hoc, shall be agreed by both sides before circulation. Notes recording disagreement shall be included.
15. The Joint Committee shall report directly to Council and the BUCU Executive Committee. The Vice-Chancellor of the University shall report on the work of the Joint Committee to the Council and disclose such of the Minutes as is deemed desirable. The President of the BUCU shall likewise report to the Executive Committee of the BUCU.
16. The arrangements set out above shall not preclude informal consultation between representatives of the BUCU and Council.
17. The procedures established, to be established and as amended from time to time relating to appointments, discipline, dismissal, redundancy, redeployment, confirmation of probation, the award of additional increments, promotion, grievances and the personal cases that arise there from, and terms and conditions in general, are supplementary to and an integral part of the Procedure Agreement. It is understood that any existing right of members of the University to appeal to the full University Council is not and will not be thereby infringed, whether such right arises from the University Charter or any procedure agreed between the University and the BUCU.

DECLARATION OF DISAGREEMENT AND DISPUTES AND THEIR RESOLUTION

18. A disagreement will be declared when neither side can agree in the Joint Committee. The issue will then be referred back to the principals and later resubmitted to the Joint Committee. If, in the light of further observations, disagreement persists, a dispute will be declared to have arisen and at the request of either side recourse may be had to internal arbitration.
19. A disagreement will also be declared if an agreed recommendation from the Joint Committee is not ratified by either the University Council or the BUCU. The matter will be reconsidered by the Joint Committee in the light of any observations and the issue, if agreed again by the two sides of the Joint Committee, will be resubmitted to the Council and the BUCU for ratification. Should either refuse to ratify an agreed recommendation regarding a particular issue a second time, a dispute will be declared to have arisen. At the request of either principal recourse may be had to internal arbitration.
20. The Internal Arbitration Board (IAB) will consist of a chairman appointed from among the lay members of Council, two members of the University who are not members of the University Council and two members of the BUCU who are not members of the BUCU Executive Committee. The Chair will be appointed and approved by the Vice-Chancellor of the University and the President of the BUCU jointly, the two University members by the principal of the University alone and the BUCU members by the President of the BUCU alone. The decision of the IAB will be final and binding on both parties.

NOTICE OF TERMINATION

21. This agreement may be terminated at six months' notice at the request of either the BUCU or Council.

DISCIPLINARY PROCEDURE

Application, Scope and General Principles

Introduction

A Disciplinary procedure is a framework which provides a clear and transparent structure for dealing with difficulties which may arise as part of the working relationship.

This procedure is necessary to ensure that everybody is treated in the same way in similar circumstances, to deal with issues fairly and reasonably, and to ensure that employers are compliant with current legislation.

At each stage of the procedure, except for the informal handling of minor faults/problems, when only the member of staff and line manager/Head of School/Department need be present, the member of staff shall have the right to be accompanied by a colleague or trade union representative.

This Procedure shall apply in circumstances where an academic or managerial and professional member of staff's conduct is to be reviewed or where dismissal of the member of staff for 'some other substantial reason' within the meaning of the Employment Rights Act 1996 is contemplated. This procedure does not apply to staff under probation, a separate procedure exists.

1. Where at any stage of proceedings being taken under this Procedure it emerges that the member of staff's performance or capability may have been wholly or partly influenced by a medical condition, the person(s) or panel dealing with the matter may, at their discretion and if they consider it appropriate, adjourn any meeting or hearing in order to obtain such reports and advice as they may deem necessary. They may also, at their discretion, determine whether:
 - (i) to halt the proceedings under this Procedure and transfer the matter to an appropriate stage of the Managing Sickness Absence Policy for the review of members of staff demonstrating incapacity on health grounds or the Capability and Supporting Performance Policy and Procedure; or
 - (ii) to continue with the proceedings under this Procedure, taking into account as appropriate the member of staff's medical condition. In such circumstances, the person(s) or panel dealing with the matter may invite to any meeting or hearing, for the purpose of advising him/her/the Panel, an appropriately clinically qualified person who has had no previous involvement with the case under consideration. Such person shall be appointed by the Director of Human Resources or his/her deputy, having first consulted an appropriate medical officer, through the Occupational Health Service.

2. Issues of unsatisfactory conduct will normally be dealt with through day to day management and this Procedure will be used only where the failure to reach a satisfactory level of conduct has become a disciplinary issue.
3. Investigations into potential disciplinary matters should be conducted in a fair and reasonable manner. The nature and extent of the investigation will depend on the seriousness of the matter. Investigatory meetings should be confined to establishing the facts of the case. Disciplinary action should not be considered at an investigatory meeting. Investigations of potential disciplinary matters should be carried out without unreasonable delay. In some cases this will require the holding of an investigatory meeting with the person concerned or with other members of staff before proceeding to any disciplinary hearing. In others, the investigatory stage will be largely the collation of evidence for use at any disciplinary hearing. Where interviews are held with witnesses, notes should be made and if potentially they are to be used in disciplinary meetings, agreed with the members of staff concerned. HR officers will provide advice and procedural support at all stages of the investigation.
4. In instances where allegations are raised through the 'Whistleblowing /Public Disclosure Procedure, due consideration will be given, to the anonymity of the witnesses.

Informal Procedure

5. When a member of staff's conduct is called into question, his/her line manager or Head of Department/School will discuss the problem with the member of staff informally. The discussion shall be informal and constructive to allow the member of staff an opportunity to express his or her opinion and for the line manager or Head of Department/School to identify the issue and consider its causes and possible solutions.
6. If the line manager or Head of Department/School still has concerns about the member of staff's conduct after such informal discussion, the line manager or Head of Department/School shall make a brief note of the discussion and confirm the main points with the member of staff, including future expectations and the potential consequences of a failure to improve.

Formal Procedure

7. Members of staff who are the subject of a formal meeting or appeal hearing under the procedures that follow have the right to be accompanied at such meeting or hearing by a work colleague or trade union representative. There is no right to legal representation, except in specific exceptional cases (and only at the dismissal stage of proceedings) namely where:
 - i) it is a reasonable adjustment under current equality legislation
 - ii) professional registration might be at risk (for example in the case of medicine or nursing),
 - iii) when the employee is facing a simultaneous criminal charge.

If the member of staff concerned is a trade union representative, the HR Department will discuss the case with the full time trade union officer after seeking the member of staff's agreement.

Stage 1

8. Where informal discussions have not led to improved conduct, or where there is a prima facie case that alleged misconduct is of such seriousness that informal discussion is considered to be inappropriate, the member of staff's Dean of College/Head of School/Department or other organisational unit, as appropriate, or a manager designated by him/her (the 'Disciplinary Manager') may consider taking formal action under Stage 1 of those procedures. The Disciplinary Manager may, if he or she considers it appropriate, designate another person (s) to investigate the circumstances of the case (the 'Investigating Officer') and shall inform the member of staff accordingly. If the case is more serious and would fall under Misconduct, progress to Stage 2. When the case appears to fall under Gross Misconduct, progress to Stage 3

For minor corrections and issues – and for most informal investigations and corrections – the Dean of College/Head of School/Department may not need to appoint an Investigating Officer. However in cases where the Head is involved (e.g. a complaint against him or her) or where the matter may be or become serious, an Investigating Officer should be appointed and the Disciplinary Manager should be a person other than the Dean of College/Head of School/Department. The investigating officer would normally be of a senior grade to the member of staff.

Where the Disciplinary Manager appoints an Investigating Officer, the Investigating Officer shall undertake such enquiries as he /she deems to be appropriate with a view to obtaining information and assembling evidence as to the nature and likely causes of the alleged misconduct. The Investigating Officer shall normally interview the member of staff. The person concerned should be given advance warning of the meeting with sufficient time to prepare and may be accompanied by a colleague or trade union representative at the meeting.

The Investigating Officer shall report his/her findings to the Disciplinary Manager, who shall determine whether or not there are grounds to indicate that an act of misconduct may have occurred. If not, the Disciplinary Manager shall inform the member of staff, in writing, accordingly.

9. If the Disciplinary Manager decides that there are grounds to indicate that an act of misconduct may have occurred, the Disciplinary Manager shall write to the member of staff to invite them to a formal meeting. The Disciplinary Manager shall inform the member of staff in writing that there is to be a meeting. The letter shall include:
- (i) a statement of the grounds that have led to the meeting being called including full details of the alleged misconduct;
 - (ii) any supporting information and evidence and notes or report (if any) of the Investigating Officer;
 - (iii) the date, time and location of the meeting;

- (iv) The name of any person accompanying the Disciplinary Manager (e.g. a member of the Human Resources Department);
 - (v) the fact that the meeting is taking place under Stage 1 of these procedures;
 - (vi) the right of the member of staff to be accompanied by a work colleague or a trade union representative;
 - (vii) a copy of this Procedure.
10. At the Stage 1 meeting, where an Investigating Officer has been appointed, the report of the Investigating Officer shall be made available to the member of staff either by the Disciplinary Manager or the Investigating Officer in advance. The Investigating Officer shall explain the substance of the alleged misconduct to the member of staff. The member of staff shall be given a fair opportunity to respond and state his or her case. If, having considered the evidence, the Disciplinary Manager is satisfied that the member of staff has committed an act of misconduct, the Disciplinary Manager shall write to the member of staff informing him/her:-
- (i) of his/her finding and the basis for such finding;
 - (ii) whether it is appropriate for a formal disciplinary warning to be given under these procedures and, if such warning is given, the period during which the warning will remain active (which will be in accordance with current ACAS guidance);
 - (iii) the standard of conduct expected, the time during which this improvement must be achieved and the consequences of any repetition, or if appropriate, failure to improve, within such timescale (such consequences may include referral to Stage 2 or 3 (as considered appropriate) of these procedures);
 - (iv) whether any further measures designed to assist in resolving the matter should be taken (e.g. any training or support which may be available);
 - (v) of his/her right of appeal against the decision in accordance with paragraph 26 below.
11. If, having considered the evidence, the Disciplinary Manager is satisfied that a formal disciplinary warning is not appropriate nor is there a case to answer; he or she shall inform the member of staff and confirm this by letter.

Stage 2

12. If the member of staff does not meet the required standard of conduct set out under Stage 1, or where there is a prima facie case that the alleged misconduct is such that it is appropriate to dispense with Stage 1, the Disciplinary Manager may consider taking formal action under Stage 2 of these procedures.
13. Before any decision is taken to proceed with formal action under Stage 2, the Disciplinary Manager shall designate another person to investigate the circumstances of the case (the 'Investigating Officer') and shall inform the member of staff accordingly.

14. The Investigating Officer shall undertake such enquiries as he or she deems to be appropriate with a view to obtaining information and assembling evidence as to the nature and likely causes of the alleged misconduct. The Investigating Officer shall normally interview the member of staff. The Investigating Officer shall report his/her findings to the Disciplinary Manager, who shall determine whether or not there are grounds to indicate that an act of misconduct may have occurred. If not, the Disciplinary Manager shall inform the member of staff, in writing, accordingly.
15. If the Disciplinary Manager decides that there are grounds to indicate that an act of misconduct may have occurred, the Disciplinary Manager shall write to the member of staff to invite them to a formal meeting. The Disciplinary Manager shall inform the member of staff in writing in advance that there is to be a meeting. The letter shall include:
 - (i) a statement of the grounds that have led to the meeting being called including full details of the alleged misconduct;
 - (ii) any supporting information and evidence and the report of the Investigating Officer;
 - (iii) the date, time and location of the meeting;
 - (iv) the name of any person accompanying the Disciplinary Manager (e.g. a member of the Human Resources Department.)
 - (v) the fact that the meeting is taking place under Stage 2 of these procedures;
 - (vi) the right of the member of staff to be accompanied by a work colleague or a trade union representative;
 - (vii) a copy of this Procedure.
16. Where an Investigating Officer has been appointed, the report of the Investigating Officer shall be made available to the member of staff in advance of any disciplinary hearing and if requested to do so either by the Disciplinary Manager or the member of staff the Investigating Officer shall explain the substance of the alleged misconduct to the member of staff. The member of staff shall be given a fair opportunity to respond and state his or her case. This will normally be 7 working days. If, having considered the evidence, the Disciplinary Manager is satisfied that the member of staff has committed an act of misconduct, the Disciplinary Manager shall write to the member of staff informing him/her:-
 - (i) of his/her finding and the basis for such finding;
 - (ii) that a formal disciplinary warning (written) will be given under these procedures and, if such warning is given, the period during which the warning will remain active (which will be in accordance with ACAS guidance from time to time);
 - (iii) the standard of conduct expected, the time during which this improvement must be achieved and the consequences of any repetition, or if appropriate, failure to improve, within such timescale (such consequences may include referral to Stage 3 of these procedures);

- (iv) whether any further measures designed to assist in resolving the matter should be taken (e.g. any training or support which may be available);
 - (v) information about the member of staff's right of appeal against the decision in accordance with paragraph 26 below.
17. If, having considered the evidence, the Disciplinary Manager is satisfied that a formal disciplinary warning is not appropriate or if there is no case to answer he or she shall so inform the member of staff and shall confirm this by letter. Alternatively the Disciplinary Manager may instead issue a disciplinary warning as set out under Stage 1 of these procedures.

Stage 3

18. If the member of staff does not improve as specified in the formal disciplinary warning issued under Stage 2 of these procedures the Head of School /Department may refer the matter for consideration to the Vice- Chancellor (for academic and managerial and professional staff). This stage will also apply where allegations of gross misconduct (as defined in Appendix 1) or a case of termination of employment on grounds of "some other substantial reason" are made directly to the Vice-Chancellor.
19. Before any decision is taken to proceed with formal action under Stage 3, the Vice Chancellor shall designate another person to review the circumstances of the case (the 'Investigating Officer) and shall inform the member of staff accordingly.
20. The Investigating Officer shall undertake such enquiries as he or she deems to be appropriate with a view to obtaining information and assembling evidence as to the nature and likely causes of the alleged misconduct or in relation to the alleged "some other substantial reason" for termination. The Investigating Manager shall normally interview the member of staff. The Investigating Manager shall report his/her findings to the Vice Chancellor, who shall determine whether or not there are grounds to indicate that an act of misconduct may have occurred or to indicate that there is "some other substantial reason" to terminate the employment. If not, the Vice Chancellor shall inform the member of staff, in writing, accordingly.
21. If the Vice Chancellor decides that there are grounds to indicate that an act of misconduct may have occurred or that there may be a case to terminate on grounds of "some other substantial reason", the Vice Chancellor shall pass the matter to the Director of Human Resources who shall write to the member of staff and invite them to a formal meeting of the Disciplinary Panel. The letter shall include:
- (i) a statement of the grounds that have led to the meeting being called including full details of the alleged misconduct or alleged "substantial reason" for termination of employment;
 - (ii) The report of the Investigating Manager and any supporting information and evidence;
 - (iii) the date, time and location of the meeting;
 - (iv) the fact that the meeting is taking place under Stage 3 of these procedures;

- (v) the right of the member of staff to be accompanied by a work colleague or a trade union representative;
 - (vi) a copy of this Procedure.
22. The Disciplinary Panel shall consist of up to three members, including a senior officer nominated by the Secretary as Chair, and up to two other members nominated by the Chair, who may be officers, members of Council or external members.
23. The Vice Chancellor and/or the Investigating Officer will be asked to attend the Disciplinary Panel to explain why s/he has recommended that the matter be referred for consideration by a Disciplinary Panel. The member of staff will be given the opportunity to state his or her case and raise any factors which he/she wishes to have considered.
24. Subject to the above, the format of the hearing before the Disciplinary Panel and any adjournments will be at the discretion of the Chair of the Disciplinary Panel.
25. The Disciplinary Panel will deliberate in private. Normally a unanimous decision will be expected, but if the members of the Disciplinary Panel cannot agree, the decision of the Panel shall be that of the majority of its members. The Disciplinary Panel shall give a reasoned decision in writing, which shall be sent to the member of staff within 14 days or otherwise as soon as is reasonably practical.
26. The Disciplinary Panel may impose the following sanctions (and in relation to (i) to (v) below, in any combination):
- (i) a written warning or final written warning: if such warning is given, the period during which the warning will remain active shall be determined at the time of the hearing and shall be notified in writing to the member of staff;
 - (ii) as an agreed alternative to dismissal, the award of a reasonable sum by way of compensation, either to the University or to an individual, in respect of identified and quantified loss;
 - (iii) withholding any forthcoming increment of salary;
 - (iv) the demotion to a post of lower grading;
 - (v) the removal of any title or office held in addition to the substantive appointment;
 - (vi) a discussion between the Registrar or Vice-Chancellor or other appropriate person and the member of staff concerned in order to give advice as to future conduct
 - (vii) dismissal (without notice in the case of gross misconduct).
- The decision and sanction of the Disciplinary Panel will be communicated by letter from the Secretary to the member of staff. The Secretary shall append to its letter notification to the member of staff of his/her right of appeal.
27. If, having considered the evidence, the Disciplinary Panel is satisfied that no action is appropriate; the Chair shall so inform the member of staff and shall confirm this by letter.

Part IV - Appeals

28. The member of staff will have the right to appeal against any decision made under this Procedure. The grounds for appeal must be in writing and must be sent to the Secretary's Office. All appeals shall be lodged and conducted in accordance with the University's Procedure for appeals.

Part V – Suspension

29. At any stage in the disciplinary process, where there may be a prima facie case for action under stages 2 or 3, if appropriate, the member of staff may be suspended from work on full pay by the Vice-Chancellor, Secretary or Director of Human Resources. Suspension is not a disciplinary penalty and is not an indication of culpability. The suspension shall be reviewed regularly by the Disciplinary manager and/or in conjunction with the Director of HR, as appropriate and the member of staff informed accordingly. The member of staff shall be given the opportunity to make representations in writing to the Vice-Chancellor, Registrar or Director of Human Resources before any such review takes place.
30. During any period of suspension, the member of staff will be required to co-operate fully with any investigation and to be available for interview during normal office hours. During such period of suspension, the member of staff will not be entitled to access any University premises (except to attend meetings at the University's request or with the University's expressed permission accompanied by his/her trade union representative or other approved member of staff). The member of staff shall not be entitled to use part or all of the University's internet/intranet and/or may be prevented from engaging in his or her normal day to day duties.
31. As an alternative to suspension to facilitate the proper investigation of a complaint and to avoid the possibility of further exacerbation of the situation through continued contact, the University may require, without prejudice, one or more parties to work in or from a different location during the period of investigation, where this is practical. It may not be possible for all of the duties of the post to be performed.

This Procedure will be jointly reviewed every 3 years or following a change in relevant legislation.

Appendix 1 - Gross Misconduct

Employment may be terminated without notice in the event of a finding of gross misconduct. Examples of behaviour which may constitute gross misconduct include (but are not limited to):-

- theft or fraud
- misuse of social media
- physical violence or bullying

- serious deliberate damage to property
- misuse of the University's property or name
- deliberately accessing internet sites containing pornographic, offensive or obscene material
- serious insubordination
- unlawful discrimination or harassment
- bringing the organisation into serious disrepute
- incapability at work brought on by alcohol or illegal drugs
- causing serious loss, damage or injury through negligence
- a serious breach of health and safety rules
- a fundamental breach in the relationship of trust and confidence
- a serious breach of the University's codes of conduct, regulations, rules, policies and Procedures.

PROBATION, ADVANCEMENT, PROGRESSION AND PROMOTION PROCEDURES

I PROBATIONARY PERIOD

1. Appointments will normally carry a probationary period of up to 3 years as the University may determine. In determining the length of the probationary period, an account will be taken of previous relevant experience and the length of contract. The three year period may be extended where deemed necessary by the University.
2. Newly-appointed Lecturers will be assigned a tutor in a cognate subject during the probationary period, by their Head of Department, to whom they can turn for advice on teaching matters.
3. Heads of Department (or equivalent) are required to submit to Human Resources Probationary Reports after each year of the probationary period, on the basis of which a recommendation will be made after the final year to the University Council that the appointment either be confirmed, terminated, or, extended. These reports will be made available to the member of staff concerned.
4. There is no commitment on the part of the University to make confirmation of appointment at the conclusion of probation an automatic process.
5. In respect of the Lecturing staff, for an appointment to be confirmed following a period of probation, the University will expect, having regard to standing, experience and opportunities offered, evidence of the member of staff having:
 - (a) satisfactorily engaged in the teaching of prescribed courses and any supervisory/tutorial work assigned;
 - (b) satisfactorily engaged in research and scholarship towards the advancement of the particular subject;
 - (c) conscientiously carried out such examining duties, and satisfactorily performed such administrative duties, as have been required;
 - (d) shown promise through work and enterprise of continuing to develop as a University teacher and a scholar.
 - (e) have met all contractual conditions e.g. Higher Education teaching qualification, learning Welsh etc

6. In respect of Managerial and Professional Staff, for an appointment to be confirmed following a period of probation the University will expect, having regard to experience and opportunities offered, evidence that the member of staff has satisfactorily and competently carried out all duties as have been required and has shown promise of continuing to develop professionally.
7. Where a Head of Department considers there is cause for concern during the probationary period regarding the general approach or performance of the particular member of staff, advice, instruction and encouragement will be given as appropriate and well in advance of any Final Report. This advice may be either formal (when a record shall be kept) or informal, but it is essential that such a procedure is followed so that every opportunity is given to the member of staff concerned to meet the Probationary Period criteria at the due time.
8. Before making a final decision to terminate a probationary appointment, HR and the Head of Department, in consultation with the member of staff, will endeavor to resolve the difficulty to everyone's satisfaction. If problems persist, or if there is a recommendation not to confirm an appointment, or if an individual has not complied with a contractual condition, such as completing the PGCertHE programme, or attaining a defined level of competency in Welsh, then the Director of HR will convene a Review Panel comprising the Vice-Chancellor, a nominated Pro Vice-Chancellor and the Head of Department. This Review Panel will invite the member of staff to submit written information, and will normally interview the member of staff where it is deemed necessary. The member of staff may be accompanied by a friend or a representative of the BUCU at any meeting held in accordance with this paragraph.
9. A member of staff, in the event of a decision being made not to confirm the appointment, has the right of appeal to a University Appeal Committee, the decision of which shall be final.
10. Where a probationary Lecturer reaches the top of Grade 7 (excluding contribution points) in the first or second year of probation, then he/she shall be transferred, subject to evidence of satisfactory interim progress, to Grade 8, in line with normal incremental procedures/timelines. If the appointment is confirmed on subsequent completion of probation according to the normal procedures which apply to confirmation, then the Lecturer shall simultaneously be considered for confirmation in Grade 8 before being entitled to progress to the top of Grade 8.
11. Where a probationary Lecturer reaches the top of Grade 7(excluding contribution points) in the third or final year of probation, then the criteria for confirmation of appointment shall apply. If the appointment is confirmed then the Lecturer will be transferred to Grade 8 and be entitled to progress to the top of the Grade 8. If probation is extended by one year, then the Lecturer shall be held at the top of the Grade 7.

2 ADVANCEMENT FOR LECTURERS FROM GRADE 7 TO GRADE 8

1. There is a normal expectation of progression from Lecturer 1 to Lecturer 2, provided the benchmark criteria are met. The benchmark criteria may be found at: <https://www.bangor.ac.uk/humanresources/policies/documents/Lect1-2benchmarkcriteriasept16.pdf>
2. On reaching the top point of Grade 7, all Lecturers shall be considered for advancement to Grade 8 and will be notified to this effect.
3. For advancement to Grade 8, the University will expect that, in accordance with the terms and conditions of appointment, and within the opportunities available, a Lecturer has maintained, and shows promise of continuing to maintain, a standard of effectiveness both in teaching and research, together with undertaking satisfactorily such other duties in the general work and administration of the Department as may have been assigned.
4. Before making a final decision to hold a Lecturer at the top of Grade 7, HR and the Head of Department, in consultation with the member of staff, will endeavor to resolve the difficulty to everyone's satisfaction. If problems persist, or if there is a recommendation not to advance, then the Director of HR will convene a Review Panel comprising the Vice-Chancellor (or their nominated representative), a Pro Vice-Chancellor and the Head of Department. This Review Panel will invite the member of staff to submit written information, and will normally interview the member of staff where it is deemed necessary. The member of staff may be accompanied by a friend or a representative of the BUCU at any meeting held in accordance with this paragraph.
5. A Lecturer who has reached the top of Grade 7 and who is refused advancement to Grade 8 shall be informed in writing of the reasons and given a clear statement of what should be achieved. A representative of Human Resources shall be available for discussion with any Lecturer refused advancement should this be required.
6. A Lecturer held at the top of Grade 7 shall be reviewed annually until advancement to Grade 8.
7. A member of staff who remains dissatisfied with the decision shall have the right of appeal to an Appeals Committee, the decision of which shall be final.

3. **PROGRESSION AND PROMOTION PROCEDURES**

The University will operate progression and promotion procedures which aim to reward staff fairly and appropriately for the responsibilities which they carry and the contribution they make.

Full details can be found at:

<http://www.bangor.ac.uk/humanresources/policies/careerdev.php.en>