

Aberystwyth University

**Proposed Agreement on the Application of the National
Framework Agreement for the Modernisation of Pay
Structures and Frequently Asked Questions**

Agreement on the Application of the National Framework Agreement for the Modernisation of Pay Structures at Aberystwyth University

Parties

1. The parties to this agreement are Aberystwyth University and the recognised campus trades unions, UCU, Unite and Unison.

Effective date

2. The effective date for this agreement for the purpose of the introduction of the pay and grading structure is 1 August 2007. The operative date for any changes to terms and conditions will be 1 March 2009 (unless otherwise stated). The agreement will be implemented on 1 March 2009 (the “actual” date of implementation).

Scope

3. The agreement will apply to all staff on incremental scales previously allocated to one of the following Aberystwyth University grade structures: Academic, Academic Related, Other Related, Research, Technical, Clerical, Chefs and Computer Operators. Manual staff and those staff currently on Agricultural Wages Board rates who are not employed on farms will also be included. JIB, senior professional and managerial (currently ALC6) and professorial staff are not included, nor are the staff of companies associated with the University, nor those employed by the University on a casual/claims basis.

Pay and Grading structure

- 4.1. Pay spine
 - 4.1.1. The University will adopt the 51 point pay spine negotiated at a national level through JNCHES
- 4.2. Grade Structure
 - 4.2.1. There will be a 10 grade structure, with grades 1 to 9 covered by this agreement. The structure is shown in Appendix 1 Pay Structure
 - 4.2.2. Each grade will have a number of incremental points which will be available to all staff within the grade and covered by the agreement, subject to the rules on incremental progression.
 - 4.2.3. Each grade will also have two or more points available to reward exceptional contribution.

Role Analysis

5. Roles within Aberystwyth University have been analysed using HERA (Higher Education Role Analysis). The results of the analysis have been agreed with the Trades Unions to ensure transparency, fairness and equality of application in the process. The agreed outcomes have been used to place roles into grades by means of the score for the role and the agreed points range for each grade. The points ranges are shown on the pay structure in Appendix 1.

Assimilation

- 6.1. Transitional assimilation to pay spine

6.1.1. Current pay spines were adjusted to use the 51 point pay spine with effect from 1 August 2007, with the exception of those determined outside the JNCHES framework.

6.2. Final assimilation

6.2.1. There are three scenarios for the final assimilation

- Staff whose new grade has a salary range (excluding contribution points) which includes their current salary (white circle)
- Staff whose new grade has a salary range where the minimum point is greater than their current salary (green circle)
- Staff whose new grade has a salary range where the maximum point (excluding contribution points) is less than their current salary (red circle)

6.2.2. White circles

For staff in this group there will be no change to their salary

6.2.3. Green circles.

For staff in this group their salary point will be adjusted to the lowest point of the new grade.

6.2.4. Red circles

For staff in this group their current point on the pay spine will be protected for an agreed period; see paragraph 6.2.7 for details.

6.2.5. Discretionary Points

Staff who are currently on discretionary points will retain these points on assimilation and will move to the equivalent point of the new grade, unless they are either green or red circled, in which case they will be treated as described in paragraphs 6.2.3 or 6.2.4 above. All staff with one or more current discretionary points will be required to meet the criteria contained within the policy on access to contribution points in order to retain their contribution point(s) beyond the period of pay protection.

6.2.6. Backdating

Any increase in grade or salary resulting from the introduction of the new pay and grading structure will be back dated to 1 August 2007, unless the change in grade is the result of a change in duties or role that occurred after 1 August 2007 in which case the change will be backdated to the date of change.

6.2.7. Pay protection period and rules

Staff who are red circled will have their current spine point protected for a period of four years commencing on 1 March 2009. This means that their salary will benefit from any nationally negotiated pay increases during the period of protection, but there will be no further incremental progression. During the period of protection their line managers will work with staff to create a development plan.

Full details of the assimilation process, including pay protection arrangements can be found in Appendix 2 Assimilation of Roles into the new Pay Framework

Appeals

7. Members of staff will be eligible to lodge an appeal on one of two occasions:

7.1. If appealing against the grade of their role as notified on implementation this must be done within 30 working days of the end of the month when this agreement is implemented.

- 7.2. If appealing against the role profile their role has been allocated to this must be done within 30 working days of the release of the role profiles.
- 7.3. If members of staff have extenuating circumstances preventing them from lodging an appeal within the specified time period for processes described in 7.1 or 7.2, then such staff will be treated exceptionally and will have their appeal timetable extended.
- 7.4. Members of staff will only be able to appeal once.

Full details of the appeals procedure are given in Appendix 3 Role Analysis Review and Appeals Procedure.

Pay and Incremental Progression

8.1. Pay Progression

The pay spine will be amended in accordance with the outcomes of negotiations at a national level through JNCHES.

8.2. Incremental Progression

- 8.2.1. On assimilation existing staff will retain their current incremental dates unless they have been on grades with no incremental progression, in which case the date for incremental progression will be 1 October.
- 8.2.2. In future when a member of staff is issued with a new contract, for example following a change in role or regrading or promotion, then their incremental date will move to 1 October.
- 8.2.3. From 1 March 2009 staff joining the University will be appointed with an incremental date of 1 October
- 8.2.4. Increments will be awarded annually until the top of the normal incremental range is reached
- 8.2.5. Increments may be withheld under the appropriate existing procedure in the event of poor performance.

Further information on incremental dates can be found in paragraph 1 of Appendix 4 Terms and Conditions

Pensions

9. Scheme Accessibility

- 9.1. Staff who are assimilated to grade 6 or higher who are currently members of the Aberystwyth University Pension and Assurance Scheme (AUPAS) are presented with 3 options:
 - To remain in the AUPAS.
 - To move to the USS scheme with the relevant transfer value. This may not equate to the same number of years service as held in the AUPAS.
 - To freeze current contributions to the AUPAS as a partial pension and to start afresh with the USS scheme.
- 9.2. These three options will be made available to current staff who are promoted or regraded to grade 6 or above in the future.
- 9.3. Entry into the USS scheme will be the only available option for new employees appointed to grades 6 and above following implementation of the Framework Agreement.
- 9.4. Staff currently in USS whose posts are placed in grade 5 or below will be able to retain their USS membership

- 9.5. At an appropriate time, the pensions advisors for the University will provide one or more presentations to affected staff on available options in relation to pension scheme membership. This will be generic advice, but could include specific examples. The trades unions may arrange for the provision of independent financial advice to their members.

Policies and Procedures

10. The University, in partnership with UCU, Unite and Unison (the recognised campus trades unions which are party to this agreement) will develop policies and procedures in the areas outlined below as soon as practicable.
- 10.1. Hourly paid teachers, demonstrators, note takers and tutors
- 10.1.1. The roles of all hourly paid teaching staff who hold a contract of employment with Aberystwyth University, written or implied, will be reviewed in partnership with UCU under the terms of the Framework Agreement for the Modernisation of Pay Structures and the Memorandum of Understanding between UCEA and UCU.
- 10.1.2. The process used to analyse these roles or match them to existing academic role profiles will be in line with that used for all other roles in the University (i.e. the collection of data, analysis using HERA and joint scrutiny panels involving representatives of all of the Unions who are party to this Agreement).
- 10.1.3. The outcomes of the analysis process will result in one of the two outcomes below:
- matching individuals or groups to one of the existing academic role profiles.
 - creating, where appropriate, a specific profile where there is currently no match.
- 10.1.4. Staff will be assimilated to the grade appropriate to their role size and on the same basis as agreed for staff under the terms of this agreement.
- 10.1.5. In addition an appropriate pay framework (multiplier(s)) will be developed in partnership with UCU to take account (where relevant) of additional work which is required to be undertaken in relation to the delivery of each hour of teaching/demonstrating etc.
- 10.1.6. This review will be instigated at the earliest opportunity with a view to bringing these staff within the remit of the Agreement within twelve months of the actual date of implementation.
- 10.1.7. Any salary changes which might result from this review will be backdated to 1 August 2007.
- 10.1.8. An appeals process for hourly paid teaching staff will be agreed which is equivalent to that available to staff under this agreement.
- 10.1.9. As part of the process appropriate pay protection arrangements will be agreed.
- 10.2. **Regrading**
- Policies and procedures will be developed that provide an open, transparent, robust and analytical process for determining whether an application for regrading should be successful. The procedures developed will seek to ensure that the integrity of the grading structure put in place on implementation is maintained.
- 10.3. **Grading of New Roles**
- Procedures will be put in place to grade all new and changed roles prior to the commencement of the recruitment process; this will be done on an analytical basis using HERA to ensure that the integrity of the grading structure put in place on implementation is maintained.

10.4. Academic Promotions

The criteria for academic promotion will be scrutinised to ensure that they are robust and transparent and maintain the integrity of the grading structure.

10.5. Access to Contribution Points and Accelerated Increments

A policy on the use of and access to contribution points and accelerated increments will be developed, including the establishment of a committee to monitor the operation and outcomes of the policy. An appropriate decision making process will be established and criteria for access that are directly applicable to particular groups of staff (or, where relevant, to singleton roles) will be developed. These will be open and transparent and provide equality of opportunity.

10.6. Use of Recruitment and Retention Premia

A policy and procedure on the use of recruitment and retention premia will be developed; this will be designed to ensure that any payments made are the result of demonstrable recruitment and retention issues and founded on robust pay data of direct relevance to the case presented.

10.7. Role Profiles

Role profiles will be developed in partnership with the trades unions to cover the non academic job families of

- Administrative, Managerial and Professional
- Technical and Computer Operators
- Clerical and Secretarial
- Campus Services.

Within these job families specific career groupings will be developed to enable staff to identify routes for their career development.

10.8. Terms and Conditions

Where necessary, guidance on the application of new terms and conditions will be developed in partnership with the trades unions for use on the implementation of this agreement, in order to ensure equality of application of specific terms.

10.9. Appraisal

An appraisal process will be designed for all staff covered by this agreement.

Equal Pay Audit

11. An equal pay audit will be conducted within one year of the actual date of implementation of the new pay and grading structure.

Terms and conditions

12. All changes to terms and conditions are shown in Appendix 4 Terms and Conditions, where a term or condition is not specifically mentioned it is unchanged by this agreement.
 - 12.1. Any change to terms and conditions will be with effect from 1 March 2009 unless otherwise stated in the relevant section of Appendix 4.
 - 12.2. In the event that a change has a detrimental effect on an individual or a group of staff then their current arrangements will be protected for the same period as that agreed for pay protection.

Leavers

13. Staff who have left the University between 1 August 2007 and the actual date of implementation whose roles have been green circled under this agreement will be notified of their eligibility to receive any back pay due for the period between 1 August 2007 and the end of their employment.

Agreement Status

14. This agreement does not override the statutory rights of staff.

Signatories

Aberystwyth University

UCU

Unite

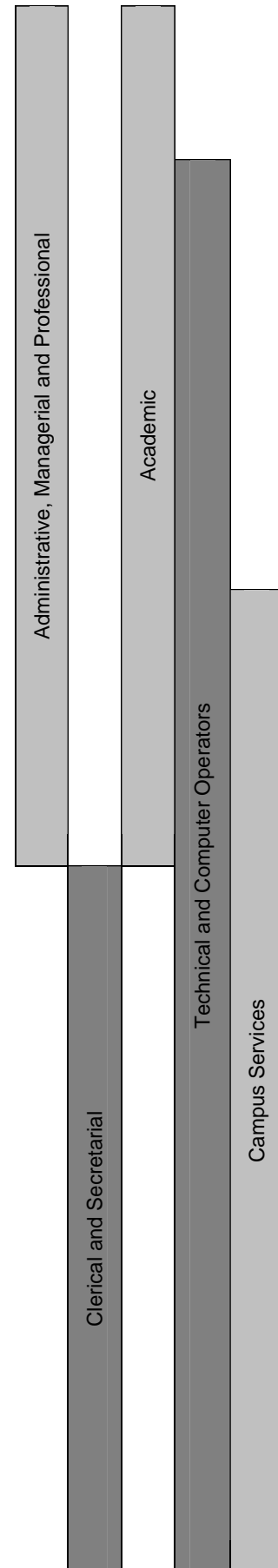
Unison.

Appendix 1 - Pay Structure

Oct 2008

51	£55,259	Grade 10				
50	£53,650					
49	£52,086	Grade 9			HERA points 630 - 730	
48	£50,569					
47	£49,096					
46	£47,666					
45	£46,278					
44	£44,930					
43	£43,622	Grade 8			HERA points 530 - 629	
42	£42,351					
41	£41,118					
40	£39,920					
39	£38,757					
38	£37,651					
37	£36,532					
36	£35,469	Grade 7			HERA points 440 - 529	
35	£34,435					
34	£33,432					
33	£32,458					
32	£31,513					
31	£30,594					
30	£29,704	Grade 6			HERA points 375 - 439	
29	£28,839					
28	£27,999					
27	£27,183					
26	£26,391					
25	£25,623					
24	£24,877					
23	£24,152					
22	£23,449					
21	£22,765	Grade 5			HERA points 330 - 374	
20	£22,126					
19	£21,458					
18	£20,834					
17	£20,226					
16	£19,645	Grade 4			HERA points 295 - 329	
15	£19,089					
14	£18,550					
13	£18,027					
12	£17,519					
11	£17,026					
10	£16,547	Grade 3			HERA points 255 - 294	
9	£16,081					
8	£15,641					
7	£15,216					
6	£14,867					
5	£14,477	Grade 2			HERA points 215 - 254	
4	£14,099					
3	£13,787					
2	£13,431	Grade 1			HERA points 0 - 214	
1	£13,085					

Job Families





Notes on the new pay structure

1. It is envisaged that job families will map onto the pay structure as shown.
2. There will be no automatic progression between grades for any group of staff. However, for some staff groups/job families there will be career pathways which will permit progression between grades which is related to development in and the development of the role.
3. There will continue to be scope for progression, on the basis of promotion according to individual performance, to the title of Senior Lecturer (grade 9), Reader, or Professor (the Professorial minimum will be set at point 51)
4. The contribution points attached to each of the grades will be reserved for exceptional performance. The details of the process for determining the award of contribution points will be developed in partnership with the trades unions, as indicated in paragraph 10.5 of the main agreement.
5. It is proposed to address issues relating to the Memorandum of Understanding (MoU) between UCEA and UCU in the following ways:
 - 5.1 It will be necessary to review the position of the staff groups covered by the MoU to ensure that the new pay arrangements 'as far as practicable and foreseeable' have avoided 'detriment to the present pay progression expectations of academic and related staff, except where staff agree to such as part of a package of changes to pay arrangements which overall they consider to be acceptable' (MoU).
 - 5.2 The principle of no detriment for existing staff (i.e. those already in post on 28 February 2009) who are moved over into the new grading structure will be met by using the table of progression below
 - 5.3 The minimum starting salary for a lecturer will be point 33. Thus for staff appointed to lecturer posts Grade 7 will be a training grade. The criterion for progression from Grade 7 to Grade 8 will be the successful completion of probation.
 - 5.4 There will be designated roles occupied by staff groups covered by the MoU where the substantive grade will be grade 7, but there will be a trainee period, normally of three years, in grade 6. For those who are appointed, on this basis, to grade 6, the normal progression route will be via points 25, 27 and 29. The normal expectation will then be progression to grade 7, subject to the role-holder demonstrably meeting the requirements of the role at that level.
6. The minimum spinal point for grade 10 will be point 50

	Spine Point at August 2007	Progression						
		Aug-07	Oct-07	Oct-08	Oct-09	Oct-10	Oct-11	Oct-12
Lecturer A	29	33	34	35	36			
	30	33	34	35	36			
	32	33	34	35	36			
	33	33	34	35	36			
Lecturer B	34	37	38	39	40	41	42	43
	36	37	38	39	40	41	43	
	37	37	38	40	41	43		
	38	38	40	41	43			
	40	40	41	43				
	41	41	43	43				

	43	43	43	43				
Senior Lecturer	44	45	46	47	48	49		
	46	46	47	48	49			
	47	47	48	49				
	48	48	49	49				
	49	49	49	49				
Research 1B	22	24	26	27				
	24	24	26	27				
	26	26	27	28				
Research 1A	22	31	32	33	34	35	36	
	24	31	32	33	34	35	36	
	26	31	32	33	34	35	36	
	27	31	32	33	34	35	36	
	29	31	32	33	34	35	36	
	30	31	32	33	34	36		
	32	32	33	34	36			
	33	33	34	36				
	34	34	36	36				
	36	36	36	36				
Research 2	33	37	38	39	40	41	42	43
	34	37	38	39	40	41	42	43
	36	37	38	39	40	41	42	43
	37	37	38	39	40	41	43	
	38	38	39	40	41	43		
	39	39	40	41	43			
	40	40	41	43				
	41	41	43	43				
	43	43	43	43				
Academic & Other Related 1	22	24	25	26	27	29	30	
	24	24	26	27	29	30		
	26	26	27	29	30			
	27	27	29	30				
	29	29	30	30				
	30	30	30	30				
Academic & Other Related 2	27	31	32	33	34	35	36	
	29	31	32	33	34	35	36	
	30	31	32	33	34	36		
	32	32	33	34	36			
	33	33	34	36				
	34	34	36	36				
	36	36	36	36				
Academic & Other Related 3	37	37	38	40	41	43		
	38	38	40	41	43			
	40	40	41	43				

	41	41	43	43				
	43	43	43	43				
Academic & Other Related 4	Staff in this grade will either be assimilated directly into grade 9 or red circled to grade 8							
Academic & Other Related 5	44	45	46	47	48	49		
	46	46	47	48	49			
	47	47	48	49				
	48	48	49	49				
	49	49	49	49				

 Green circle at implementation
 Increment to miss

Appendix 2

Assimilation of Roles into the new Pay Framework

1. All staff covered by the National Framework Agreement of 2003 are now being paid on a point on the nationally negotiated 51 point pay spine but within the pre-existing grade structure.
2. The implementation of the single pay framework will introduce new grades and a new incremental structure within the grades.
3. Each role will be assimilated into this structure based on the outcomes of an analytical process using HERA (Higher Education Role Analysis). As the previous pay structure within the University contained a number of disparate pay spines with different criteria for placing roles into grades, the outcome of role analysis and the movement to a single pay and grading structure means that some roles are placed in grades where the normal incremental range does not match the current salary of the role holder.
4. Procedures for assimilating roles
 - 4.1. With effect from 1 August 2007 all roles covered by this agreement (see paragraph 3 of the main Agreement) will be assigned to their new grade. This will have one of three outcomes, in terms of salary, for the role holder.
 - the grade has a salary range (excluding contribution points) which includes their current salary (white circle)
 - the grade has a salary range where the minimum point is greater than their current salary (green circle)
 - the grade has a salary range where the maximum point (excluding contribution points) is less than their current salary (red circle)
 - 4.2 In the case of staff in white circled roles no further action will be needed as they will already be on a salary point within the grade range.
5. Green Circles

Staff whose role has been placed in a grade with a salary range where the minimum point is greater than their current salary will have their salary increased to the lowest point of the new grade with effect from 1 August 2007, unless the change in grade is the result of a change in duties or role that occurred after 1 August 2007 in which case the change will be backdated to the date of change.
6. Red Circles

Staff whose role has been placed in a grade where the maximum point of the incremental range (excluding contribution points) is below their current salary will have their pay protected for a period of four years from the actual date of implementation. If, during this period, the value of the salary point immediately below the contribution threshold for the grade of their role equals or exceeds their actual salary, pay protection will cease.
7. During the pay protection period:
 - 7.1 There will be no incremental progression. Nationally negotiated pay settlements will be awarded. At the end of the period the role holder's salary will be reduced to that of the spine point immediately below the contribution threshold for the grade into which the role has been placed as a result of role analysis. Exceptionally the salary may be reduced to one of the contribution points of the correct grade for the role where the work of the individual demonstrably fulfils the agreed criteria and the procedure for accessing contribution points has been followed.

- 7.2 The University will undertake to review the role and ascertain whether it can be developed to a point where it would fall into the grade commensurate with the protected salary of the role holder. It should be noted that operational requirements and an effective distribution of tasks within the work area will take precedence.
- 7.3 The University will work with the role holder, within an agreed plan, to develop their skills, knowledge and experience in order to enable them to apply for roles at the grade commensurate with their protected salary. However, it should be noted that all applications would be treated on their own merit during the selection process.
8. When the protected salary is a contribution point of the correct grade for their role then the individual may use the procedure for accessing contribution points during the pay protection period to maintain their salary or reduce the drop in salary on the expiry of protection, provided that the work of the individual demonstrably fulfils the agreed criteria.
9. If, during the pay protection period, a red circled role holder were to apply for and obtain a post which is in a lower grade than that commensurate with the role holder's pay protected salary, their pay protection would cease and their salary would reduce to the incremental point immediately below the contribution threshold from the date of appointment to the new role.

Appendix 3

Role Analysis Review and Appeals Procedure

Introduction

1. The Appeals Procedure described in this document is specific to the Framework Implementation Process at Aberystwyth University.
2. The Procedure has been designed to provide staff with a fair and transparent means of appealing against the results of role analysis that will place each member of staff on a grade in the new single pay & grading structure.
3. The Procedure relates to all staff groups covered by this Agreement and has been agreed in partnership with the recognised campus trade unions.
4. At any stage in this process, the member of staff has the right to be accompanied by an AU colleague or a trade union representative.

Commencement

5. There will be two points at which a member of staff may lodge an appeal, however only one appeal in total may be submitted.
6. An appeal against the grade of the role as notified to the member of staff on implementation of this agreement may be made within 30 working days of the beginning of the month following implementation (from 1 April 2009)
7. An appeal against the role profile to which the member of staff has been allocated may be made within 30 working days of the member of staff receiving the notification of their role profile.

The appeals procedure will be the same for appeals lodged under paragraphs 6 and 7. However for the purposes of clarity this procedure has been written for appeals lodged under paragraph 6, with wording fitting paragraph 7 given in brackets when necessary.

Review and Appeals Mechanism & Eligibility Criteria

8. Members of staff will be eligible to lodge an appeal within 30 working days of either of the two points in paragraphs 6 or 7. If members of staff have extenuating circumstances preventing them from lodging an appeal within 30 working days, then such staff will be treated exceptionally and will have their appeal timetable extended by the Project Manager.
9. In the processing of appeals, priority will be given to those members of staff who have been red circled in accordance with paragraph 6.2.1. of the main agreement.
10. All appeals must be submitted in writing to the Framework Agreement Project Manager clearly stating the reason(s) for the appeal in accordance with the Grounds for Appeal set out in paragraphs 12 and 13.
11. Individual members of staff may only appeal against their own grading. If more than one individual undertaking the same role wishes to appeal then the appeals may be dealt with as a group if that is the wish of all appellants.

Grounds on Which an Appeal Can Be Made

12. There has been a procedural irregularity in the production of the member of staff's grade (or role profile) allocation.
13. The outcome of the member of staff's role analysis (or role profile allocation) is manifestly unreasonable.

Stage One: Informal Review

14. The Project Manager will undertake an initial and informal review of the appeal to ascertain whether there are any elements of the role analysis process (role profile allocation) that can be reviewed at this stage.
15. Every effort will be made to schedule a Project Manager Assessment meeting within 30 working days of the receipt of documentation relating to the review by the Project Manager.
16. The Project Manager will ensure that the role analysis outcome (role profile allocation) is not the result of an error. Any error will be rectified, the individual informed and the appeal closed. The grade will be adjusted if appropriate.
17. If the member of staff has not been interviewed as part of the data gathering process, then their case will be considered by the Project Manager, with a normal expectation that a role analysis interview would be arranged and a review of the role analysis outcome (role profile allocation) and the member of staff's consequent position in the new pay & grading structure undertaken.
18. All appeals considered under paragraph 17 of this process will be based upon the specific information provided by the member of staff during the Role Analysis interview and verified by the line manager.
19. If the member of staff remains dissatisfied following the Project Manager's initial review, a meeting will be arranged with the member of staff to discuss the evaluation and attempt to arrive at a satisfactory conclusion. A role analyst may also be present at this meeting.
20. If the appeal is resolved at this stage, the Project Manager will confirm this in writing to the member of staff. A copy of this letter will be placed in the Framework Agreement Appeals File and in the member of staff's personal file held in Human Resources.
21. If the appeal is unresolved at this stage, the Project Manager will pass the case on to the HR department which will convene an Appeals Panel to consider the appeal under Stage Two of this Procedure. The appellant will be notified of the move to Stage 2 in writing by the Project Manager.

Stage Two: Formal Appeals Procedure

22. The Appeals Panel will consider each appeal with a view to ensuring that the role analysis outcome (allocation to role profile), has been arrived at in accordance with correct procedures and is not manifestly unreasonable.
23. In cases concerning allocation to role profile, the panel may seek advice from the Project Manager.
24. The University Council will endorse a pool of HERA trained appeals panellists.
25. The panel chair will be appointed from within the panel and in addition to being a full panel member, will act as rapporteur.
26. An appeals panel will comprise 4 members. AU will appoint two management nominees and the JUCC will appoint two Trade Union nominees to each panel. Panel members will be drawn from the pool of panellists. The process will be managed by the HR Department.
27. The trade union which is not represented in the membership of an Appeals panel may, if it wishes, send an observer to such a meeting. The observer will have access to all the documentation related to the appeal. All observers must be members of the trained pool of panellists.

28. Panellists will not have been involved in the case in question and will be required to declare potential conflicts of interest as they arise. In the event of a material conflict of interest, the panel member should be replaced. Panellists should not be drawn from the member of staff's department.
29. The Project Manager will be in attendance at all Appeals Hearings to advise the panel. The Project Manager will not participate in, or be present during the deliberations of the panel.
30. The panel will be formed with due regard to the University's Equal Opportunities and Diversity Policy.
31. The procedure for hearing an appeal will be as follows:
 - 31.1. Once the need to convene an Appeals Panel has been established, every effort will be made to schedule a hearing within 30 working days from the date on which the Formal Appeals procedure is invoked (see paragraph 21 above).
 - 31.2. Members of the Appeals Panel will meet to elect a chair and consider the evidence before them, including all records of the role analysis process pertinent to the case and re-score elements if appropriate.
 - 31.3. If the member of staff so wishes, they may attend the appeals hearing and make oral representations.
 - 31.4. The Appeals Panel will request any further evidence that it feels may assist its deliberations and will request evidence from any other relevant persons.
 - 31.5. Panels will have discretion to adjourn a particular hearing pending the collection of further evidence.
 - 31.6. The Appeals Panel will retire to reach its decision. Wherever possible, the Appeals Panel will reach a decision on the day of the Hearing and inform the appellant in writing of its decision within 5 working days.
 - 31.7. If the Appeals Panel is not able to reach a determination on the day of the Hearing, then the decision must be reached and confirmed in writing to the appellant within 10 working days of the hearing.
 - 31.8. Written statements detailing the grounds for the decision should be produced by the panel.
 - 31.9. A record of the decision will be kept on the Framework Agreement Appeals File and in the member of staff's personal file held in Human Resources.

Grounds on Which an Appeal Can Be Upheld or Dismissed

32. At an Appeals Panel, members of the panel will decide whether to uphold or dismiss an Appeal on the basis of paragraphs 12 and 13.
33. In the event that an Appeal is upheld, the Appeals Panel may instruct the Project Manager to arrange a re-evaluation of the role giving due consideration to the points of contention or may choose to amend any aspects of the Appellant's score and consequent grade which they feel to be manifestly unreasonable. (In the event that an Appeal is upheld, the Appeals Panel may instruct the Project Manager to re-allocate the appellant to a different role profile. If no appropriate role profile is available they may request the Project Manager to arrange a re-evaluation of the role.)
34. If a re-evaluation under paragraph 33 is required, the Appeals Panel will adjourn until after the re-evaluation has been carried out. The same panel will subsequently re-convene to consider the outcome of the re-evaluation using the grounds in paragraphs 12 and 13. (The same panel will subsequently re-convene to consider the outcome of the re-evaluation using the grounds in paragraphs 12 and 13, if the

outcome does not fit an existing role profile the Project Manager will be requested to draft an alternative role profile.)

35. Any change in level of pay and grading resulting from an Appeals Hearing will be backdated to the effective implementation date of the Framework Agreement or the date that the appellant was appointed to the role if this was later.
36. The outcome of an appeal made by an individual or group will only apply to that individual or group even if they currently operate on the same job description as other members of staff who are not party to the appeal.
37. If the Appeals Panel dismisses an appeal, the member of staff's position in the new Pay & Grading Structure will be confirmed.

Employee Rights

38. This process will not impact on the contractual and other rights and entitlements of University employees, including the right to raise grading matters outside of this agreement as part of a normal statutory grievance process.

Appendix 4

Terms and Conditions

Annual Increments

- 1.1. Annual increments will be awarded on 1 October for new staff or those who move to a new contract with the University, including those that have their posts regraded or are promoted. This will include staff who are on incremental scales for the first time.
- 1.2. Existing staff will retain their current incremental dates.
- 1.3. These current provisions will be retained:
 - In order to qualify for an incremental increase the member of staff must have been in post for a period of three months at date the incremental increase is due.
 - Incremental increases may be withheld, with due notice, when a member of staff is subject to disciplinary action under an appropriate University procedure.
- 1.4. Assimilation
- 1.4.1 This table indicates what will happen to different groups of staff at or after the Framework Agreement implementation.

Group	Action
1 Staff affected by assimilation to the new grade structure	
Green circled staff	No change, unless had no increments under previous grade then first increment applied 1 October 2007.
Red circled staff	Last increment will be that applied immediately before pay protection commences
2 Staff not affected by assimilation to the new grade structure	
No previous increments	First increment applied 1 October 2007, provided headroom in the grade
Currently 1 October	No change
Currently 1 November	No change
Currently 1 April	No change
Anniversary of appointment increment	No change
Staff gaining headroom in their grade who were previously on the maximum point	No change, increments will be applied at the due dates during the period 1 August 2007 to 1 March 2009.
3 Future application	
New staff or staff moving to a new contract, including regrading and promotion, on or after the implementation date. This will not include extensions of contract.	To be appointed with an incremental date of 1 October.

Working hours

Group	Provision
Staff matched to Academic role profiles with the exception of those matched to Teaching and Scholarship or Research profiles in grades 6 and 7	None specified
All other staff, including those excluded from the provision above	36.5 hours per week

2.1 Working hours were harmonised with effect from 1 August 2005.

Probationary Arrangements

Group	Provision
Staff matched to Academic Role Profiles except those matched to the Teaching and Scholarship or Research profiles in grades 6 & 7, who follow the arrangements for posts of those grades	3 years
Other staff in grades 7 – 9 plus staff appointed to a trainee role at grade 6 where the substantive post is grade 7	18 months
Staff in grades 1 – 6	12 months

3.1 These changes to probation periods will only affect new staff or those taking up new appointments within the University on or after 1 March 2009. Current staff will retain their existing contractual probation periods.

Notice Periods

Group	Provision	
	Employee	Employer
Staff matched to Academic Role Profiles except those matched to the Research profiles in grades 6 & 7, who follow the arrangements for posts of those grades	3 months ending either 31 January, 30 June or 31 August	3 months ending either 31 January, 30 June or 31 August
Grades 6 to 9 other than those detailed above	3 months	3 months
Grade 4 to 5	8 weeks	8 weeks increasing by one week per year of service after 8 years to a maximum of 12 weeks notice

Grades 1 to 3	4 weeks	4 weeks increasing by one week per year of service after 4 years to a maximum of 12 weeks notice
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- 4.1 These changes to notice periods will only affect new staff or those taking up new appointments within the University on or after 1 March 2009. Current staff will retain their existing contractual notice periods.

Annual Leave

Group	Provision
Staff matched to Academic role profiles with the exception of those matched to Teaching and Scholarship or Research profiles in grades 6 and 7	No fixed number of leave days, however staff should ensure that the statutory minimum of 28 days including bank holidays is taken during each leave taking year.
All other staff	27 days excluding customary and statutory days

- 5.1 The entitlements quoted above will be pro rata for staff working less than full time.
- 5.2 The annual leave year will run from January to December (see 6 below). Normally up to five days annual leave may be carried forward into the next leave-taking year. When there is a clear business case, exceptions may be authorised by Heads of Department in consultation with the Director of Human Resources
- 5.3 Any changes to leave entitlement resulting from the application of this agreement will be effective from 1 January 2009.

Leave taking year

Group	Provision
All staff groups	1 January to 31 December

- 6.1 Transitional arrangements for 2009
- 6.1.1 All staff currently with a leave year of **1 January to 31 December** will have a leave entitlement of 27 days for the leave year 2009.
- 6.1.2 All staff with a leave year of **1 September to 31 August** will have their 2008/9 leave year extended to 31 December 2009 and 12.5 days added to their entitlement resulting in an entitlement between 1 September 2008 and 31 December 2009 of 34.5 days
- 6.1.3 All staff with a leave year of **1 April to 31 March** will have their leave year for 2008/9 extended to 31 December and their leave entitlement for that the whole of the period 1 April 2008 to 31 December 2009 will be adjusted according to the table below.

Current Annual Entitlement	Additional entitlement for period from 1 January-31 December 2009	Total entitlement for the period 1 April 2008 - 31 December 2009
22 days	21.5 days	43.5 days
23 days	21.5 days	44.5 days
24 days	21 days	45 days
25 days	21 days	46 days

Retirement

- 7.1 Pending the outcome of cases currently before the European courts, there will be no change to arrangements for current staff. For all new staff who receive contracts on or after 1 March 2009 the latest normal retirement date will be 31 August following their 65th birthday

Overtime Payments

Overtime Arrangements for all staff with hours of work after completing 36.5 hours	
Monday to Friday	Time and a half, pay or TOIL
Saturday	Time and a half, pay or TOIL
Sunday	Double time, pay or TOIL
Public holiday (for hours outside the normal working day)	Double time, pay only
Closure day (for hours outside the normal working day)	Double time, pay only

- 8.1. Where voluntary overtime is to be undertaken, the Head of Department will negotiate with the employee the form and terms on which compensation is provided. With the employee's agreement, this could be provided either as paid overtime, time off in-lieu or a combination of the two at the appropriate rates. Agreement should be reached prior to the period of overtime being worked.
- 8.2. Technicians and Computer Operators will have their current payment rate of double time on Saturday and after midnight, Monday to Friday protected in line with the pay protection period agreed on salaries, after which it will revert to time and a half.

Working on a Rest Day

- 9.1 For all staff working a shift rota which includes weekends for the purpose of calculating which overtime rate is applicable the first rest day of a pair will be treated as a Saturday and the second as a Sunday provided 5 days have been worked before the rest days. Where the nature of the rota does not follow this pattern then the nominated days at each rate will be agreed in such a way as to cause no advantage or disadvantage to any member of staff.

Working on a Public Holiday or a Closure Day

- 10.1 Where a member of staff works on a public holiday (within what would be their normal working hours on that day) they will be paid, in addition to their normal day's pay, the

hourly rate times the number of hours worked and accrue time off in lieu equivalent to the number of hours worked

- 10.2 Where a member of staff works on a closure day (within what would be their normal working hours on that day) they will be paid, in addition to their normal day's pay, the hourly rate times the number of hours worked and accrue time off in lieu equivalent to the number of hours worked

Unsocial Hours

- 11.1. Payments will be made to staff in grades 1 – 6 inclusive for unsocial hours working on the following basis:

11.1.1. Weekend working: Saturdays (time and a half); Sundays (double time). Payment will be made provided at least 50% of contracted time is worked during Monday to Friday. This may be averaged if the working pattern is variable.

11.1.2. Night work: time and a third for hours worked between 10:00pm and 6:00am

Enhanced Rates of Pay

- 12.1. It should be noted that where two or more enhanced rates apply to the same hours of work pay is calculated on the basis of the highest of these enhancements unless otherwise stated. This does not include shift or split shift allowances.

Shift Allowance

- 13.1. For agreed shift rotas the following payment will be made.

Shift Pattern	Definition	Payment
Alternating	An agreed shift pattern covering at least 11 out of 24 hours	11% of basic hourly rate of pay with a minimum of point 3 on the salary scale for all hours worked

Split-Shift Allowance

- 14.1 For agreed split shifts the following payment will be made

Group	Definition	Payment
Grades 1 and 2	Staff attending more than one shift on a day, with a gap of 2 or more hours in between shifts	12 pence added to the hourly rate of pay, this applies to all shifts worked during a "split shift day"

Call out

- 15.1 When an employee is called into work outside working hours, all time worked (rounded up to the nearest quarter hour) will be paid at the appropriate overtime rate. In addition there will be a payment equal to 2 hours pay at the basic rate of pay for the individual.

Acting Up/Responsibility Pay

- 16.1. The following descriptions and applications are agreed

16.1.1. Short Term Acting Up Allowance: this is paid when an employee in grade 1 or 2 takes on all the responsibilities of a role in a higher grade on a temporary basis for a period of 1-4 weeks.

16.1.2 Long Term Acting Up Allowance: this is paid in the form of an honorarium when an employee (in any of the grades 1-9) takes on all the responsibilities of a role in a higher grade for a period of more than 4 weeks.

16.1.3. Responsibility Allowance: this is paid when an employee (in any of the grades 1-9) accepts additional duties at a higher level or responsibility either during a period when the usual role holder is absent or for the duration of a particular and specified piece of work outside the employee's normal duties. The allowance would only be paid when these duties were accepted for a period in excess of 4 weeks and would be in the form of an honorarium.

16.2 Payment

16.2.1 Short term acting up allowances should be calculated on the difference between the role holder's pay and the bottom point of the grade the role being undertaken temporarily falls into. It will only be paid to staff in grades 1 and 2.

16.2.2 Long term acting up allowances should be calculated on the difference between the role holder's pay and the bottom point of the grade the role being undertaken temporarily falls into.

16.2.3 Responsibility allowances should be an appropriate percentage of the difference between the role holder's grade and the level of the additional duties being undertaken.

16.3 A full procedure will be drafted following implementation, this will ensure provision for:

- equality of treatment for all staff
- the backdating of an allowance to the beginning of the acting up period where this exceeds the stated thresholds in a way unforeseen at the outset
- the allowances may be made superannuable at the request of the individual

Average Earnings during Holidays and Sickness

17.1 The following payment arrangements will apply to relevant staff during qualifying periods of absence due to holidays or sickness

Group	Provision
Grades 1 and 2	For any period of holiday or sickness of one week or more a member of staff will be paid at a rate equivalent to their average earnings, including voluntary overtime. This payment rate will be calculated using an average over the previous 12 month period.

Animal and Plant Care Allowance

18.1. This allowance will be paid to IBERS technicians who have agreed with their manager to attend work on Saturday or Sunday specifically to feed and water plants and animals. No other payment will be made for this work. The allowance will be subject to cost of living increases.

Grade 5 £24.00 per hour

Grade 6 £31.00 per hour

The Implementation of the National Framework Agreement at Aberystwyth University

Frequently Asked Questions

Background to the Framework Agreement

1. What is the Framework Agreement

In 2003 the nationally agreed pay settlement for universities introduced a single 51 point pay spine and a requirement for all universities to develop, in partnership with the trades unions which were party to the national agreement, a pay and grading structure appropriate to the university itself and underpinned by role analysis.

2. What are the benefits of the Framework Agreement?

The agreement was designed with the following aims:

- To ensure equal pay for work of equal value
- To improve the recruitment and retention of staff
- To recognise and reward the contributions of individuals
- To underpin opportunities for career and organisational development

The University believes that the proposed agreement meets some of these needs now and provides a sound basis for the planned work outlined in paragraph 10 which will ensure that the remainder are met in the future.

3. What has happened at Aberystwyth so far?

In August 2005 the university introduced a harmonised working week for all staff covered by the framework agreement with defined working week.

A team of role analysts has been analysing roles at Aberystwyth University using the Higher Education Role Analysis scheme (HERA). This process has been scrutinised by a Role Analysis Working Group made up of representatives of the management and the trades unions. More details can be found in the section headed 'HERA'.

In 2007, as part of its commitment to meet the national agreement the university introduced the 51 point pay spine and notified staff covered by the framework agreement that they would be transferred to a point on the new pay spine which was equivalent to their current salary, or, if there was no exact match for their current salary, to the nearest point above that. Staff covered by the agreement moved to their new pay point on 1 August 2007. All current pay scales were adjusted to use incremental points on the 51 point pay spine at this time. This means that for the majority of staff the introduction of the new pay structure will not affect their pay.

4. What happens next?

The University has recently reached agreement with the campus trades unions which are party to the national agreement (UCU, UNISON and UNITE) on a new pay and grading structure and harmonised terms and conditions. This agreement, the "Agreement on the Application of the National Framework Agreement for the Modernisation of Pay Structures at Aberystwyth University", is now subject to local ballots of the members of each of those trades unions.

5. Why are some staff excluded?

Some groups of staff, for example, senior managers and professors are excluded because their salary range is above that covered by the national 51 point pay scale.

In the case of other staff, for example, the farm staff who are paid on Agricultural Wages Boards rates, there is a clear business case for retaining the existing arrangements.

6. Why has agreement been delayed for some staff?

Agreement has been delayed for hourly paid teachers, demonstrators, note takers and tutors to allow more detailed work to be done in collecting and analysing data on their roles and developing an appropriate pay framework. More detail can be found in paragraph 10.1 of the agreement and question 50 below.

Reaching Agreement

7. How will the new pay and grading structure be agreed?

The pay structure, along with some changes to terms and conditions, has been agreed by the Partnership Steering Group locally. Each of the trades unions which is party to the agreement has obtained approval for this local agreement from their national officers. The next stage is for each of these unions (UCU, Unison and UNITE) to hold ballots of their members at the University.

8. Will non union members have any input into the decision?

Any changes to terms and conditions including the pay structure are subject to collective agreements with the recognised trades unions and therefore agreed between the University and members of the unions. This means that non union members cannot participate in that decision.

Communication with staff

9. I have received a personal letter and an information pack, what is it for?

The information has been sent to all staff in roles covered by the agreement and is designed to inform you about the details of the changes that are proposed and the ways in which they will affect your personal position.

- The letter outlines your personal position based upon the job that you do, and invites you to attend one of a number of communication workshops to be held during and immediately after the ballot
- There is a document showing the HERA score for your role, including the score for each of the 14 elements
- There is a copy of the proposed agreement the "Agreement on the Application of the National Framework Agreement for the Modernisation of Pay Structures at Aberystwyth University"

It should be noted that all of the information in the above documents is subject to the acceptance of the agreement by the three local ballots.

- The fourth item in the pack is this document containing Frequently Asked Questions, which is intended to provide you with answers to many of the questions you may have.

10. Why are we getting this information now?

This information is being provided now to inform all staff of the proposed outcomes of the work that has been done on analysing their roles and creating a new pay framework and to enable members of the trades unions concerned to make an informed choice when voting on the proposed agreement.

11. What will happen at the communication workshops?

At each of the communication workshops there will be a presentation on the various parts of the agreement including: the HERA process and scoring; changes to terms and conditions; pay protection arrangements and the appeals process. After the presentation there will be an opportunity for individual members of staff to discuss their specific questions with a member of the HR team and/or a trade union representative.

12. How do I arrange to attend a communication workshop?

In your letter there are details of when and where the communication workshops will be held. If you wish to attend please contact HR on the number provided to book a place. Before booking a place consult with your manager so that, if necessary s/he can arrange to co-ordinate attendance from your department so that the required level of service is maintained.

13. What can I do if I am unable to attend one of the planned communication workshops?

If possible you should inform your line manager that you cannot attend and they will liaise with HR and the HERA team to arrange another time when you can be seen. If you cannot contact your line manager for any reason then contact HR using the contact details provided in your letter.

Higher Education Role Analysis (HERA)

14. What is HERA?

HERA or Higher Education Role Analysis is the scheme adopted by the university to analyse roles. It was developed specifically for Higher Education by a group called the Education Competencies Consortium Ltd (ECC). The scheme uses 14 elements to analyse each role, these are

- Communication, both oral and written
- Teamwork and Motivation
- Liaison and Networking
- Service Delivery
- Decision Making Processes and Outcomes
- Planning and Organising Resources
- Initiative and Problem Solving
- Analysis and Research
- Sensory and Physical Demands
- Work Environment
- Pastoral Care and Welfare
- Team Development
- Teaching and Learning Support
- Knowledge and Experience

Each of these elements is scored at one of a number of levels, further details of what is included in each element and the levels each uses are available on the HR website.

15. How has my role been scored?

We have used one of four methods to allocate scores to roles

- Analysing data gathered from you during an interview with a role analyst
- Analysing data provided by you in a role outline form

- Allocating your role a score which is derived from one or more role holders in the same or a very similar role
- Deriving a score from a job description or other appropriate documents. This has been done when no other evidence was available and there is no close match to an analysed role.

16. Are these results consistent across the University?

All the evidence provided by role holders has been verified by the appropriate line manager to ensure that it describes the role accurately and that there is a consistent quality of evidence within each department.

The outcomes of role analysis have been checked for consistency by the role analysts and then shared with trained members of each of the trades unions who have reviewed the scoring of a large sample of roles, again using the original evidence provided. This scrutiny process ensures consistent scoring of evidence across the University.

17. I have been given my scores, but what do they mean?

You will have been given a document containing three sections of information,

- The overall score for your role. This score is expressed as a number of points usually, in practice, between 100 and 800. Using this score and the score boundaries shown in Appendix 1 of the agreement between the University and the trades unions your role has been placed in one of the nine pay grades.
- The points that your role has scored for each of the fourteen elements that make up the HERA analysis
- The maximum number of points that can be scored on each of these elements

The HERA scoring system is complex. That is why we are using the workshops as an opportunity for the HERA team to explain how the score for each element of your role is made up.

18. Where can I find out more information about HERA?

There are more details about HERA on the University web site in the HR section and on the ECC website (www.ecc.ac.uk).

19. My role has changed since I provided my evidence, will this make a difference?

All roles have been scored using the evidence that was provided to the HERA team. If your role has changed significantly since it was analysed and you believe that the changes are such that they will have made a difference to the score of your role you should submit an appeal giving full details of how your role has changed and providing evidence of what you do now that is different from when your role was first analysed. This evidence should be verified by your line manager prior to the appeal being submitted.

Role Profiles

20. The agreement mentions role profiles, what are these?

After implementation the HERA team will be working to create a number of role profiles that describe an individual role or groups of similar roles. The profiles will provide information on typical tasks that are undertaken in roles that fall within this profile. Each profile will be developed using evidence provided by role holders as part of the HERA data collection exercise. Thus they will be based on what actual role holders have told the HERA team that they do. Each role profile will be specific to a grade and a job family and it will be possible to group them into similar areas of work.

For example there will be a number of role profiles for library roles. The profiles will be grade and role specific and will fall into the Administrative, Managerial and Professional or Clerical and Secretarial job family, depending upon the nature of the job. The role profiles will enable anyone who reads them to see how roles relate to each other in terms of the tasks undertaken and the size of the role.

21. When will these profiles become available?

The University has undertaken to produce the profiles as soon as possible. At the moment it is difficult to say how long this work will take as it will depend, to a great extent, on the pressure that other implementation issues place on the HERA team. Once the role profiles are completed, and agreed, all staff will be informed of the profile to which their role has been allocated. At that time the complete suite of profiles will be put onto the University web site.

22. As an academic am I already allocated to a role profile?

Yes you are. Having looked carefully at the nationally produced library of academic role profiles and the evidence provided by academic role holders during the data gathering exercise, the University decided that with minor modifications it could adopt the national profiles. These role profiles are available on the HR section of the University web site.

Pay structure

23. How has the number of incremental points in a grade been determined?

Like all universities Aberystwyth currently has a number of different pay scales for different staff groups. In designing a new single pay and grading structure into which these different groups could be fitted there were two aims. The first was to ensure that, as far as possible, we could retain within the new grade most of the current incremental points that are available in comparable existing grades. We tried to do this in order to avoid creating either green or red circles purely as a result of new pay structure (rather than as a result of role analysis). Although we have not been able to achieve this aim completely, the new structure does minimise the number of red circles. The second aim was to comply with good practice guidance by avoiding unnecessarily long incremental scales, and the use of the same point in two grades (i.e. overlapping maximum and minimum points), without creating an unsustainable number of red or green circles.

24. What is the difference between a discretionary point and a contribution point?

A number of the old pay structures had points above the automatic incremental progression that staff could access through an agreed procedure, these procedures differed between the pay structures as did the criteria that were used to judge whether an application succeeded or not.

In the proposed pay structure all grades have contribution points these will be available to all staff through a common and agreed procedure.

25. How can I access the contribution points?

The University has agreed to work in partnership with the trades unions to develop a policy and procedure for the use of contribution points and accelerated increments and the criteria for awarding them.

26. How is my grade and pay related to HERA points?

Each role or role profile has been scored using HERA. We thus know the points score of each role in relation to all other roles and can place them in a list or rank order. This list when put in order of highest HERA points to lowest HERA points has enabled the University to propose the points ranges that form the grade boundaries.

These points ranges are shown on the pay structure diagram in appendix 1 of the agreement. If the points for a particular role fall within the points range for a particular grade, then the role is assigned to that grade.

The points for the role thus determine which grade it is placed in. There is no relationship between points and pay within a grade. The progression through the normal increments in the grade is the same for all holders of roles within a grade.

Terms and Conditions

27. Will there be changes to my terms and conditions?

The Agreement seeks to harmonise terms and conditions for staff working in the same grade. In many instances terms and conditions are also harmonised across grades. Details of the new terms and conditions are in Appendix 4 of the agreement. For some staff there will be no changes.

28. When will any changes be implemented?

With the exception of a change to holiday entitlement (where applicable), all changes to terms and conditions will be effective from the date that the agreement is implemented.

The changes to the holiday entitlement and the holiday taking year will be implemented alongside the implementation of the agreement. However, provided that the agreement is implemented before the end of March 2009, they will take effect from 1 January 2009 so any changes to entitlement during your current leave year will be based on the entitlements shown in paragraph 6.1 of Appendix 4 to the agreement.

29. How can I find out more about how the changes affect me?

There will be an opportunity to find out more about the changes during the communication workshop sessions. Also fuller guidance notes will be developed for release at or soon after implementation.

The University will be working with departments to ensure that all changes to terms and conditions are understood and that the data which is collected and submitted to them reflects the changes and is accurate.

Protection

30. What is protected as part of the agreement?

There are two elements of protection. The first is salary protection for staff whose role is red circled. The second form of protection applies when a change to your terms and conditions would lead to a reduction in your pay.

31. What will you protect as part of my salary protection?

Your current spine point will be protected. This means that you will not be entitled to any further annual incremental progression, but you will receive any increases that result from national pay settlements as applied at Aberystwyth University.

32. How does protection work for terms and conditions?

In practice, for any payment covered by terms and conditions the payroll office will calculate your pay both on the basis of current terms and conditions and the new ones and use the calculation that results in the higher pay. So for example if your overtime is currently calculated at double time on Saturday afternoon and your new terms and conditions only pays such overtime at time and a half, any overtime that you work on a Saturday afternoon will continue to be calculated using double time until the period of protection ceases.

33. How long will protection last?

If you remain in your current role the protection of your salary or terms and conditions will last from the date the agreement is implemented for a period of four years.

34. What happens if I move jobs within the period of protection?

If your move is on a voluntary basis, then your period of salary protection will end and you will be paid at the rate appropriate to the role that you have moved to. If the terms and conditions of your new job are different from the terms and conditions for your former job, the protection of your terms and conditions will also cease at the point at which you move jobs.

35. What will happen after the protection period?

At the end of the period of salary protection your salary will be reduced to the salary point immediately below the contribution points of the grade for your role. In the case of terms and conditions, payments will be calculated using the new terms.

36. Can I gain contribution points in the grade for the role to minimise the decrease in salary or maintain my current salary?

Yes, you can apply to access contribution points during the period of salary protection. You will need to go through the same process as any member of staff making an application and provide evidence that you are contributing at the appropriate level.

Pensions

37. Will my pension be affected?

It will not be directly affected however you may be in the position of being able to choose to change pension schemes if the pension scheme applicable at your new grade is not the one you currently belong to. Paragraph 9 of the agreement provides more detail about this.

38. How can I find out more?

The University will organise a number of presentations by their pension providers to give staff generic information on the options available. If you need specific advice on your particular situation you will need to speak with an independent financial adviser.

39. Do I have to pay pension scheme contributions on any arrears of pay?

Yes you will; this ensures that your contribution record reflects any change in salary from or since the effective date of the agreement.

Implementation

40. What is going to happen at implementation?

Once the agreement is formally accepted following a positive outcome to the local ballots you will receive a letter confirming your grade and salary. Any increase in your salary will be paid from the beginning of the month in which the Agreement is implemented. Any changes to terms and conditions will also take effect from the beginning of that month.

Individual positions

41. Will I be receiving any back pay?

You will receive back pay if one of the following has applied to you at any point between 1 August 2007 and the date of implementation:

- Your salary is below the minimum for your new grade i.e. you are green circled
- You were on the top incremental point of your current grade but your new grade has more increments available
- You were on a grade which did not have any increments and you are not on the top of the automatic incremental range for your new grade

42. If my hourly rate is increased will I get any back pay on payments like overtime which were paid at the old hourly rate?

Yes you will, although this may not be paid at the same time as any arrears of basic salary as it is more complex to calculate.

43. I currently receive an honorarium what will happen to this?

What happens will depend upon why you are receiving an honorarium, if you are undertaking additional duties on a temporary basis or as a result of a secondment the honorarium will not be affected because it is your substantive post that has been analysed and that you have been allocated to.

However, if you are receiving an honorarium for duties that have now been included in your role and described in your role outline form then the honorarium will cease and any back pay that you may be due will need to take this payment into account to avoid effectively paying you twice for the same thing.

44. When will I receive any back pay?

As soon as the calculations can be made and checked for accuracy. This may take some time as this is a complex matter, particularly for any back pay attributable to additional payments like overtime. The University will inform staff about the timing of payments.

45. How will I access the incremental points in my grade?

If you are currently in a grade that has incremental progression your incremental increases will continue to be awarded annually provided that you are not within an existing procedure aimed at rectifying poor performance, in which event incremental increases may be withheld.

If you have not previously been entitled to incremental increases, any increments that may be due in your new grade will be awarded automatically on 1 October each year until you reach the maximum automatic increment for the grade.

Over time the University intends to move to October increments for all staff. The process for achieving this is set out in paragraph 1.4 of appendix 4 of the agreement

46. I currently have a discretionary point will I keep this?

If you are on a discretionary point currently then you will be assimilated to the new pay spine on the equivalent contribution point of your new grade. However, because your discretionary point was awarded using different criteria and a different process you will need to re-qualify for your point or points using the new criteria and processes. This is to ensure that the pay structure is maintained within the parameters of equal pay for work of equal value as required by law.

47. I have been red circled, what happens now?

At this stage your grade is provisional based on the outcome of the local ballots. Once your grade is confirmed on implementation you should, first of all, talk to your line manager about the situation. You may identify one or more of the following as immediate options.

- If you feel that you meet any of the criteria in the appeals procedure you may decide to appeal. In this case you will need to lodge your appeal with the HERA Project Manager within the 30 working days window for lodging an appeal. More information on appeals is given below.
- If you feel that your grade is right and you are red circled simply because your old grade had a higher maximum than your new grade and your salary is now outside the automatic incremental range for the grade, then it will be possible for you to apply for a contribution point using the new criteria and procedures once they are developed – if you wish to do so and if you think you would meet the criteria.
- If you choose not to appeal or your appeal is unsuccessful then you and your manager will need to decide on a plan that will help you **either** to develop your skills so that you can apply for posts that are at the grade which contains your current salary point, **or** to develop your role so that it would meet the grading criteria for the grade which contains your current salary point. You may wish to involve HR (including staff development personnel) in these discussions to provide advice and guidance.

48. I have applied for promotion under the current academic promotions round how will this affect that?

The implementation of the agreement will not affect the decisions made in the current promotions round and any agreed changes to grade will be made in October 2009 using the new pay and grading structure.

49. I have a retirement date which is different to that in the terms and conditions what will happen?

You will retain your current retirement date and the ability to request to remain in work beyond this point.

Future Work

50. Section 10 of the agreement describes work that will be undertaken after the agreement is implemented, how will this be organised?

The University, in partnership with the trades unions, will develop and publish an outline plan for this work. There are some elements to the work that need to be completed as quickly as possible and these will be given priority.

51. Why has the work to bring hourly paid teachers within the agreement been postponed until after implementation?

It has been agreed with the trades unions that it will take a considerable amount of time to address the complexities of this cohort of staff effectively. We have agreed with the unions that the work of analysing the roles that staff undertake, matching them to existing academic role profiles or creating new ones when an appropriate profile does not exist and developing a salary structure that recognises work that is undertaken in addition to the actual teaching contact will take place during the twelve months after implementation of the agreement.

Appeals

52. How do I find out about the appeals procedure?

Full details of the appeals procedure are included in Appendix 3 of the agreement, they will also be posted in the HR section of the University web site.

53. What is the difference between appealing against the grade in which my role has been placed and appealing against the role profile to which my role has been allocated?

There are two occasions when an appeal can be lodged.

- The first is when you have your grade confirmed at implementation. At this point you will already have received details about how your role has been scored, the role analysis outcome, upon which to base any decision to appeal. At this appeal you will be asked to provide details of why you believe that the score for your role is incorrect based on the evidence you have supplied, or to supply further evidence against one or more elements which you (verified by your line manager) believe better reflects your duties.
- The second point is when all the role profiles have been written and you have been notified about the role profile to which your role has been allocated. At this point you will be able to compare your own role profile with all the role profiles that the University has developed. At this appeal you will be asked to provide details of why you believe that the evidence you have supplied is not reflected in the profile that your role has been allocated to and that it either warrants a new and individual role profile, or that it more accurately matches to another of the profiles available. You may also be able to supply further evidence against one or more elements which you (verified by your line manager) believe better reflects your duties to support your appeal.

However, you will need to decide at which of these two points to appeal as only one appeal can be made.

54. I am a member of academic staff and I believe that I can demonstrate that my role has been allocated to the wrong profile, when can I appeal?

You can appeal within the first appeal window. Your appeal will be considered using the same procedure as will later be applied to staff appealing against the role profile to which their role has been allocated.

55. When can I lodge an appeal?

As has been mentioned in question 53 there are two opportunities that staff will have to appeal.

The first opportunity for appealing against the role analysis outcome for your role will start at the beginning of the month following implementation and continue for 30 working days (6 weeks).

The second opportunity for appealing against the role profile allocation will start at the beginning of the month following notification to staff and continue for 30 working days (6 weeks).

The precise dates will be included in the individual letters that staff receive after the ballot and formal acceptance of the agreement and posted on the website.

56. What happens if I cannot submit an appeal within the timescales set?

The appeal window will only be extended if there are extenuating circumstances such as absence due to long term sickness, maternity, paternity or adoption leave or academic study leave. If you are aware that you may be in this situation then let the HERA Project Manager know as soon as possible.

57. How do I appeal?

Appeals should be made in writing to the HERA Project Manager indicating on what grounds you are making the appeal. The grounds that can be used are set out in

paragraphs 12 and 13 of appendix 3 to the agreement. Any additional information on your role that you can provide to the HERA team at this stage may help your appeal reach a speedy conclusion.

58. Is the process different for an appeal against the score for my role and an appeal against the role profile to which it has been allocated?

The process is the same.

59. What happens once I have lodged an appeal?

There are a number of stages to the process these are outlined below.

- 59.1. A member of the HERA team will contact you to arrange a meeting to discuss your appeal and to gather as much information as possible about your concerns. It may be possible to agree a resolution of your appeal as a result of this meeting. If this is the case you will receive a letter confirming the outcome of the appeal and, when appropriate, details of when any change to your grade and salary will be implemented.
- 59.2. If the first meeting does not resolve the appeal and you have not had a full HERA interview as part of the data gathering process, then such an interview will be arranged. At this meeting the role analyst will ask you to provide evidence of what you do in relation to each of the 14 HERA elements. Alternatively, in those cases where specific elements of the role are in question, the role analyst will focus on these elements.
- 59.3. The role analyst will assess the evidence that you have provided and check with your line manager that they agree with the evidence that you have given before scoring it.
- 59.4. You will be informed of any changes to the role analysis outcome that may result from this process and whether this affects the grade in which your role is placed.
- 59.5. If this resolves your appeal this will be noted and if there are any changes to grade and salary this will be implemented as soon as practical.
- 59.6. If this does not resolve your appeal it will progressed to the formal stage of the process.
- 59.7. In the formal stage of the process your appeal will be considered by a panel of two trade union representatives and two management representatives, all of whom have been trained in the use of HERA. The panel will take into account all evidence that you have provided throughout the role analysis and appeal processes. If you wish, you may attend the meeting to clarify any aspects of the evidence you have provided, but this is purely optional. The panel may uphold the appeal, reject it or ask for more information. You will receive notification of the outcome in writing.

60. If I appeal can I take someone with me to any of the meetings?

You can take a colleague or a trade union representative to any of the meetings mentioned in 52 points 1 to 7.

61. How long will this process take?

It is hoped that the initial meeting with a member of the HERA team will take place within 30 days of the team receiving your appeal letter. However if we receive a large number of appeals, or they all arrive at once, this may take a little longer.

If a full HERA interview is needed in order to gather more evidence, this will be scheduled as soon as possible after the initial meeting.

The appeals panel will, wherever possible, be convened within 30 working days of the appeal being passed to them by the HERA Project Manager.

Further Information and Updating

Further information will be provided to staff during the communication workshops and is also available by contacting the HERA team on hera@aber.ac.uk or by telephoning the HR help line on 01970 621894.

It is anticipated that these FAQs will be added to as questions are asked by members of staff. The copy on the website will be updated and members of staff may request an updated hard copy from the HERA team.