

Senior Managers' And Professors' Handbook

February 2021

Senior Managers' and Professors' Handbook

This handbook sets out the main terms and conditions of all Senior Managers and Professorial staff employed by Middlesex University and its wholly owned subsidiary MU Services Limited.

It is the intended purpose of the Staff Handbook to act as a single source of information on conditions of service for Senior Managers and Professorial staff, and it should be read in conjunction with the letter of appointment. All changes to the Handbook will be subject to consultation and negotiation with UCU who are the recognised trade union for Professorial staff within Middlesex University. Senior managers are not currently covered by a collective agreement.

References to staff or employees of the University throughout this Handbook means staff of the University and staff of MU Services Limited, save where it is expressly stated otherwise. References to the University or Middlesex University Higher Education Corporation throughout this Handbook means Middlesex University and MU Services Limited, save where it is expressly stated otherwise.

Any queries which you may have in relation to this Handbook need to be referred to your line manager who may in turn seek advice where necessary from Human Resource Services.

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EMPLOYER

Staff are appointed to the Middlesex University Higher Education Corporation, or to the University's wholly owned subsidiary MU Services Limited. The Vice-Chancellor and the Executive team of the University have responsibility for setting a framework for the pay and conditions of staff, details of which are determined in consultation with the recognized trade unions.

The application of the conditions of service embodied in this scheme is the general responsibility of the Vice Chancellor of the University. The Director of Human Resources will normally act on the Vice Chancellor's behalf.

SECTION A

Individual terms and conditions of employment

1 [Annual Leave Entitlement Arrangements](#)

2 [Career Break Policy](#)

3 **Confidentiality**

- 3.1 An individual shall not, except as authorised by Middlesex University Higher Education Corporation or required by his/her duties, use for his/her own benefit or gain or divulge to any persons, firm, company or other organisations whatsoever, any confidential information belonging to Middlesex University Higher Education Corporation or relating to its affairs or dealings which may come to his/her knowledge during his/her employment.
- 3.2 This restriction shall cease to apply to any information or knowledge which may subsequently come into the public domain or other than by way of unauthorised disclosure.
- 3.3 All confidential records, documents and other papers (together with any copies of extracts thereof) made or acquired by an individual in the course of his/her employment shall be the property of Middlesex University Higher Education Corporation and must be returned to it on the termination of his/her employment.
- 3.4 Confidential information must be determined in relation to individual employees according to their status, responsibilities and the nature of their duties. However it shall include all information which has been specifically designated as confidential by Middlesex University Higher Education Corporation and any information which relates to the commercial and financial activities of Middlesex University Higher Education Corporation. It does not extend to the information already in the public domain, unless such information arrived by unauthorised means.
- 3.5 Notwithstanding the above, Middlesex University Higher Education Corporation affirms that academic staff have freedom within the law to question and test received wisdom, and to put

forward new ideas and controversial or unpopular opinions, without placing themselves in jeopardy of losing their jobs and privileges they have at the University.

4. Exclusivity

4.1 General Principles

4.1.1 The Agreed conditions of service provide for exclusivity of service in the context of a developing professional contract of employment. The University, however, encourages staff to engage in paid and unpaid external work of a professional nature (hereinafter referred to as “external work”). External work is recognised as supportive to the carrying out of professional duties, enhancing staff development, and generally offering advantages to both staff and the institution.

4.1.2 The University also recognises that conflicts of interests may arise in connection with external work, and that this gives rise to the need for information and careful judgement on such matters. Staff are therefore required to provide information on all professional external work. Permission to engage in external work will not be unduly restricted nor unreasonably withheld. Please see [Conflict of Interest and Commitment Policy](#) on the intranet.

4.1.3 The University recognises the need for equity and the balance of interests in dealing with returns on paid external work. Benefits derived from such work shall be distributed so as to reflect the interests of the Staff Member(s), the School, the Faculty, and the University. In considering these returns a prime concern shall be to ensure the continued encouragement of staff in developing external work. Please see [Intellectual Property Rights and Revenue Policy](#) on the intranet.

4.2 Processes

4.2.1 Please refer to [Intellectual Property Rights and Revenue Policy](#) on the intranet.

4.2.2 Staff are required to notify the Academic Dean, normally through their Head of Department or for Services via the Director of Services, of all external work. Permission to engage in paid external work must be sought through the Head of School.

4.2.3 Permission to engage in external work shall not be unreasonably withheld. Where withholding permission is contemplated the Academic Dean of Faculty or Director of Services must endorse any decision made.

4.2.4 A member of staff seeking permission to engage in paid external work shall not be faced with undue delay. If five working days elapse without a response to a staff member’s application they may assume permission is granted pro tem.

4.2.5 Staff members retain the right to use the individual Grievance Procedure on issues relating to exclusivity of contract. Where groups of staff are involved in an issue it may be appropriate to use the Collective Disputes Procedure.

4.3 Rules

4.3.1 All full time staff, engaged in or contemplating external work relating to their professional employment with the University, are expected to make themselves familiar with and to comply with the above General Principles and Processes.

4.3.2 All external work undertaken shall form part of an individual’s staff appraisal and development assessment, and may form part of their development programme.

4.3.3 Unauthorised and undeclared external work which can be related to professional responsibilities may result in the use of disciplinary procedures.

4.3.4 External scholarly work NOT requiring authorisation extends to the following: external examining, assessing, moderating, the writing of books, articles or papers, other personal creative work of the visual and performing arts.

4.3.5 Significant changes of circumstances may cause staff to withdraw from external work, or management to withdraw authorisation; both sides shall give reasonable notice of any intended change.

5 Intellectual Property Rights and Revenue

6 Conflict of Interest and Commitment

7 Dependency Leave Policy

8 Flexible Working Procedure

9 Maternity, Paternity, Adoption and Parental Leave Policy

10 Notice Periods

10.1 The Senior Manager and/or Professor contract shall be terminable by the staff member or the University on giving three months' written notice. The contract shall be terminable by the University by giving the employee three months' written notice, except in case of probation. In accordance with the probation policy, your employment may be terminated during the probation period by the University giving you one month's notice or payment in lieu of notice

10.2 After having followed the Disciplinary Procedure, the University reserves the right to terminate the staff member's contract without any notice if it has reasonable grounds to believe the staff member to be guilty of gross misconduct.

11 Probation Policy

12 Remuneration Policy

- 12.1 There is a single category of Senior Management with three possible titles: Senior Manager Administration, Professor, and Senior Manager Academic. Each has the same main terms and conditions of employment. The Senior Management Category includes Academic Deans, Heads of Departments, Professors, Academic Managers, Directors of Service, and other Senior Managers.
- 12.2 The framework for Senior Management remuneration is determined by the Vice-Chancellor on the advice of the Senior Management Remuneration Panel, comprising members of the Directorate and the Director of Human Resources.
- 12.3 Senior Management remuneration and related conditions will not be collectively negotiated. Nonetheless, there will be an opportunity annually for senior management to be invited to put their views on any senior management remuneration matters to the Vice-Chancellor. Individual remuneration issues will be dealt with through the line management process.
- 12.4 Senior Management remuneration will be reviewed annually by the Senior Management Remuneration Panel with effect from 1 August. Senior Managers and Professors who are appointed to a post (including internal appointments) must have six months service in post to qualify for a salary review.
- 12.5 The remuneration strategy is part of performance management and as such there is a link between the reward strategy and the Corporate Plan. With a positive reward element in pay, there is a very specific need to support that policy with management development opportunities on both a Corporate and individual level.
- 12.6 Senior management salary levels within the University are intended to be reasonably competitive not only with associated employers within higher education but also relevant private sector employers, to enable the University to both attract and retain professional managers from all sectors of British industry and commerce. Salaries will therefore take cognisance not only of internal relativity but also market rates.
- 12.7 Salary levels are 'spot' salaries, annually reviewed, and are not based on stepped progression. Factors which are taken into account when setting spot salaries include: experience, nature and size of the role, number of staff in the School/Service, performance factors, market relatives.
- 12.8 Senior management remuneration will comprise one element only: basic pay. Performance levels may influence the level of basic pay which may increase, remain the same or decrease.
- 12.9 It is recognised that it is not only salary levels which attract and retain managers at Middlesex University. Better than average fringe benefits currently made available in the form of pensions, job security, holidays, and sick pay are also a major factor in recruitment and retention. Generally, these benefits are available to all staff.

13 Pensions

- 13.1 Eligible members (including Senior Manager Academic and Professorial staff) employed directly by Middlesex University will be automatically enrolled into the Teachers' Pension Scheme, subject to terms and conditions. Staff can make contributions ranging from 7.4% to 11.7% depending on salary levels. The scheme is contracted out of the State Earnings Related Scheme. Staff can opt out of the scheme at any time, once staff have become an active member. The opting out election can be actioned by using My Pension Online within the secure member area of the ([Teachers Pensions website](#)).

- 13.2 West Yorkshire Pension Fund administers the Local Government Pension Scheme (LGPS) (Defined Benefit Scheme) on behalf of the University for eligible Senior Managers Administration staff. Information can be found here ([West Yorkshire Pension Fund](#)). This scheme is for current Middlesex University staff who opted into the scheme up to 31 January 2021.

Both LGPS and TPS are defined benefit pension schemes – i.e. a guaranteed pension based on the career average salary on retirement.

We operate a [flexible retirement policy](#) for members of the LGPS and TPS scheme, i.e. staff are able to reduce their hours and commence drawing their pension at any time between age 55 and 75.

- 13.3 From 1 February 2021, all new Senior Manager Administration staff will be employed via the University's subsidiary Company, MU Services Limited. Staff employed by MU Services Limited will be auto-enrolled into a Middlesex University Defined Contribution Pension scheme which is provided by ([Scottish Widows](#)). Additional insurance provision is provided by UNUM. More information can be found here ([UNUM](#)). Eligible MU Services Limited staff can opt out of the scheme at any time, once they become an employee. Any eligible staff who opt out will be automatically re-enrolled into the scheme every 3 years on their enrolment anniversary.
- 13.4 An additional benefit associated to membership of the Middlesex University Defined Pension Contribution scheme, provides eligible members with income protection during sickness absence for those absent over 52 weeks. If you are unable to work, after a period of 52 weeks you may be eligible to receive 50% of your salary subject to terms and conditions being met, as amended from time to time. Further information can be found in here ([UNUM](#)).
- 13.5 For staff who are members of the Middlesex University Defined Contribution Pension scheme, additional life cover, also known as Death in Service cover, is provided, subject to eligibility criteria in accordance with the scheme as amended from time to time. Beneficiaries will receive a lump sum equivalent to four times their salary. This cover is provided up to the age of 75. Further information can be found here ([UNUM](#)).
- 13.6 For staff who are members of LGPS, in the event of death, subject to terms and conditions in accordance with the scheme as amended from time to time being met, a lump sum death grant of four times the assumed pensionable pay is paid provided the staff member is aged under 75. Further details are provided here (<https://www.lgpsmember.org/arm/already-member-prot.php>).

14 Sick Leave and Sick Pay

- 14.1 A Senior Manager or Professor prevented by illness or accident or other incapacity from properly performing his/her duties and responsibilities will be eligible to receive full salary (inclusive of any statutory sick pay or social security entitlements) for the first six months, and thereafter to receive one-half salary for a further six months. There may be a requirement to provide the University with a doctor's statement or certificate relating to such illness, accident or incapacity, or to undertake a medical evaluation by a practitioner nominated by the University, the report from whom will be made available to the employee.
- 14.2 For the purpose of calculating entitlement a month shall be deemed to include 30 days (including Saturdays and Sundays) and the year shall be deemed to begin one year back from the date of the current absence.

- 14.3 This scale is to be regarded as a minimum and the institution has the discretion to extend the Scheme in individual cases.

15 Travel Allowances

- 15.1 Business travel expenses necessarily incurred by staff in the performance of their duties will be reimbursed, after authorisation by the University. See [Travel, Subsistence and Expense Policy](#) on the intranet.
- 15.2 If staff are relocated to a new base campus, and the staff member incurs additional travel between home and work as a result of the move, relocation benefits may be payable. See [Relocation Benefits Policy](#) on the intranet.
- 15.3 As an alternative to 15.2, staff may claim a payment towards the cost of moving house to an area substantially nearer their new base campus. See [Relocation Benefits Policy](#) on the intranet.

16 Staff Appraisal and Performance Assessment

- 16.1 For [Senior Managers](#) and Professors (see [Senior Manager and Professorial Appraisal Policy](#))

17 Disciplinary and Grievance Procedures

Please refer to [Grievance Procedure](#)

Please refer to [Disciplinary Procedure](#)

18 CONTINUOUS SERVICE IN THE UNIVERSITY AND RELATED EMPLOYMENT

- 18.1 For the purposes of calculating redundancy payments, previous continuous service of staff of Middlesex University shall include service with any public authority to which the Local Government (Redundancy) Modification Order 1983 applies (updated in 1999).
- 18.2 For the purposes of calculating redundancy payments, the application of the Redundancy Modification Order 1999 does not apply to staff of the University's subsidiaries.

19 Retirement

- 19.1 The University operates a flexible retirement age for staff who are employed by Middlesex University. This option is unavailable for staff employed by MU Services Limited. Please refer to the [Flexible Retirement Procedure](#) on the intranet.

20 Death of an employee (and annual leave)

- 20.1 In case of death, the annual leave allowance and salary in lieu shall be payable up to the date of the death.

SECTION B

Other Policies and Procedures

- 21 [Procedure for Award of the Titles of Professor, Visiting Professor, Honorary Professor, Emeritus Professor and Reader](#)
- 22 [Mentoring and Coaching](#)
- 23 [Sabbatical Leave](#)
- 24 [University Staff Studying at the University](#)
- 25 **Standardised Listing of details of public output from research and scholarly activity**

Details of the public output from research and scholarly activity should be provided in full under the following headings and format.

1. **Authored books:** author(s); year of publication; title of book; publisher; place of publication; number of pages.
2. **Books edited by the candidate:** editor(s); year of publication; title of book; publisher; place of publication; number of pages.
3. **Articles and chapters in edited books:** author(s) (of article); year of publication; title of article; (in) title of book; (edited by) editor(s); publisher; place of publication; first and last pages.
4. **Refereed articles in Academic Journals:** author(s); year of publication; title of article; journal; volume (and number if appropriate); first and last pages.
5. **Other refereed articles:** (e.g. articles in professional journals and popular but serious journals where refereed): author(s); year of publication; title of article; title of publication; volume or equivalent; first and last pages.
6. **Non-refereed articles:** author(s); year of publication; title of article; title of publication; volume or equivalent; first and last pages.
7. **Refereed and published conference proceedings*** (i.e. published papers arising from conferences which have been refereed): author(s); year of publication; title of article; title of conference proceedings; volume (if appropriate); first and last page; conference organisers and/or publishers; place of publication; venue of conference.

8. **Other refereed and/or non-published conference contributions*** author(s); year of publication; title of presentation or abstract; conference organisers; venue of conference.
 9. **Exhibitions:** exhibitor(s) (i.e. sole of group); title of exhibition; venue; dates; title(s) and/or number of exhibited works; details of any published critique of the exhibition.
 10. **Review articles** (excluding book reviews): author(s); year of publication; title of review; (published in) title of publication; edited by (if appropriate); refereed or not; publisher; place of publication; first and last pages.
 11. **Book reviews:** author of book review; title of book reviewed; author of book; review published in (name of publication); year, volume and number (or exact date) or publication; first and last pages.
 12. **Official reports** (e.g. consultancy reports; report of chaired external committees, etc.); author(s); year of publication; title of report; report commissioned by whom; first and last pages.
 13. **Departmental working papers and University series:** author(s); year of publication; title of article; working paper/series title (if any); publisher; first and last pages.
 15. **Other forms of public output:** (e.g. production; direction; choreography; musical works; works of art; computer programmes; etc.): provide details including details of any published critique of the work.
 15. **Editorships:** (i.e. journal editor of series editor not edited books see 2 above): details of journal or series edited; year(s) of editorship; publisher; place of publication.
- * conferences include learned societies; professional bodies; seminars; symposia; and similar activities.

26 Rights and responsibilities of Honorary University appointments and of University Alumni

1. There are various categories of Honorary University appointments. Currently they are: Honorary Graduate (MUniv, DUniv); a small number of University Fellows (no more will be appointed following the introduction of Honorary Graduates); Emeritus; Honorary and Visiting Professors; and Visiting Academics.
2. The various categories of honorary appointments and University Alumni shall have certain rights of access to University facilities. These shall vary according to the nature of the honorary appointment.
3. Honorary Graduates; University Fellows; and Emeritus and Honorary Professors shall:
 - have the right of access to and reasonable personal use of the University's grounds, library (including agreed borrowing rights), computing, language centre, recreational and common room facilities;
 - be able to negotiate more access to extensive and personal use of these facilities;

- be able to negotiate use of other University facilities (e.g. laboratories and workshops);
 - become a life member of the University's Alumni Association;
 - receive a copy of the University's Annual report; and shall
 - receive, as appropriate, periodic invitations to University events including graduation ceremonies, professorial lectures, open lectures, performances and similar events.
4. Visiting Professors and Visiting Academics shall:
- have the right of access to and reasonable personal use of the University's: grounds; library (including agreed borrowing rights); and computing, language centre, recreational and common room facilities;
 - be able to negotiate more extensive access to and personal use of these facilities;
 - be able to negotiate access to and use of other University facilities (eg laboratories and workshops); and shall
 - receive, as appropriate, personal invitations to University events including graduation ceremonies, professorial lectures, open lectures, performances and similar events.
5. Visiting Professors and Visiting Academics who are based at the University for a specified period of leave of absence or sabbatical leave (i.e. 'resident' visitors) shall, in addition to the rights detailed in paragraph 4 above, have the expectation that appropriate facilities will be as available to them as to a member of the University's staff. In some instances, a 'bench fee' may be charged.
6. Alumni shall:
- have the right of access to and reasonable personal use of the University's grounds, library (including agreed borrowing rights), language centre and common room facilities;
 - be able to negotiate access to and more extensive access to and use of these facilities subject to these not hindering the range of educational provisions of the University;
 - be able to use University recreation facilities on the same basis (ie fee and conditions) as University staff;
 - be able to attend open lectures.
7. Any change of the rights detailed above shall require one year's notice.
8. All persons who hold honorary appointments shall conduct themselves in ways such that they do not bring the University into disrepute. Honorary appointments may be revoked by the Vice-Chancellor should the reputation of the University be threatened by the conduct of an honorary appointee.
9. The Vice-Chancellor shall resolve any 'disputes' arising from the interpretation of the rights of various honorary appointments and alumni as set out above.

Approval of honorary posts

These titles may be awarded to staff from other Higher Education Institutions who are temporarily working in the University or to individuals from industry, commerce, the public sector, voluntary organisations or professions who collaborate in a significant way with University staff.

Visiting Professors

Academic Deans will seek approval of the appointment of Visiting Professors and Visiting Associate Professors via the Deputy Vice-Chancellor Provost (DVC Provost), who will write to the Professor confirming their appointment.

All Visiting Professors and Visiting Associate Professors shall be appointed for a fixed period of up to three years, renewable on the advice of the Academic Dean.

The title of Emeritus Professor

The title of Emeritus Professor shall normally be awarded by the Vice-Chancellor on the recommendation of the DVC Provost to University Professors who leave the institution through retirement.

This is following receipt of a nomination to DVC Provost from the Academic Dean. The Vice-Chancellor will write to the Emeritus Professor, confirming their appointment and associated terms and conditions.

The Emeritus Professor will be unable to take up paid employment with another University or HEI where they could be appointed as a Professor. Should the Emeritus Professor take up a substantive paid post at another HEI, the Emeritus title will lapse.

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