WORKPLACE AGREEMENT

4 June 2024

IMPROVING THE TERMS AND CONDITIONS FOR HOURLY PAID LECTURERS

Preamble

The University and UCU have a shared desire to improve the terms and conditions of employment for hourly paid Lecturers.

Negotiations have taken place between the University and UCU to agree arrangements to enact this commitment. Both parties agree that the negotiations took place in a constructive and collegial manner. The negotiations covered seven main themes as follows.

- **Theme 1:** how the volume of hours allocated to a person is determined.
- **Theme 2:** the hourly rate of pay for hourly paid Lecturers.
- **Theme 3:** the allocation of hours for marking and assessment.
- **Theme 4:** reducing the reliance on hourly paid Lecturers.
- **Theme 5:** the conversion formula where a casual hourly paid position is converted to a permanent fractional position.
- **Theme 6:** the conversion formula where a casual hourly paid position is converted to a permanent annualised hours position.
- **Theme 7:** Global Online.

The purpose of this Workplace Agreement is to ensure that the University, UCU and the affected staff have a shared understanding of how these issues will be addressed by the University.

The University and UCU are committed to building on this agreement in order to continue to improve the terms and conditions of employment for hourly paid Lecturers. In the event that either party believes that any aspect of this agreement is not being fulfilled, this will be raised via the extant industrial relations machinery before any publishing of the matter.

Terms of Agreement

The University and UCU have agreed the following terms.

A. Themes 1 and 2 are inextricably linked. It has been agreed that a single rate will be set which includes an element to compensate for preparation time. The rate will be set at £51.45 for two hours work, comprising one hour of preparation for each hour of teaching.

12.15% of this hourly rate is to compensate for holiday entitlement. It is the University's decision to make this payment to compensate for holiday entitlement. The University notes the concerns raised by UCU in relation to this approach (i.e. the approach of payment in lieu of holidays) and acknowledges that UCU has not agreed to this approach. Lest there be any confusion, in agreeing to this Workplace Agreement UCU does not accept any responsibility or liability for the University's decision to make a payment in lieu of holidays. The University and

UCU will continue to engage on this issue through the JUCNC with a view to reaching agreement on alternative approaches.

The rate of pay for hourly paid Lecturers will increase annually in line with any pay increases agreed nationally via the JNCHES process.

In relation to Theme 3 (the allocation of hours for marking and assessment), it has been agreed that the rate of pay will be £51.45 for two hours of marking and assessment. Where the assessment is of written work, as an illustrative guide £51.45 will be paid for circa 5,000 words of prose. For other types of assessment there will be local discussions on reasonable expectations of assessment norms for the specific discipline .

C. Theme 4 relates to shared aim of reducing the University's reliance on hourly paid Lecturers. Both parties commit to work together to achieve this aim.

It was noted during the negotiations that a significant majority of hourly paid Lecturers are engaged to provide either specialist teaching or to provide short-term cover for vacancies, pending recruitment to the substantive position.

The use of hourly paid Lecturers provides the University with a prompt means of covering short-term vacancies pending recruitment to a substantive position, but they should not be used where it is anticipated that a post will be vacant for a long period of time. It has been agreed that when a vacancy arises the People and Culture Department will work with the Head of School to forecast the time it will take to recruit to the substantive position. Where it is forecast that it will take longer than 6 months to recruit to the substantive position, the Head of School should consider making a full-time fixed-term appointment (or part-time if the substantive vacancy is less than full-time), pending recruitment to the permanent position (the figure of six months was determined based on the average time to recruit plus the average notice period). It is recognised that in some situations labour market conditions may make it difficult to make a full-time fixed-term appointment, and therefore an hourly paid engagement may be the only option available.

In relation to all other 'reasons for the engagement' of hourly paid Lecturers, it was agreed that the People and Culture Department will proactively work to help enable Heads of School to make full-time fixed-term appointments where practicable.

The University is committed to bear down on this issue and minimise the use of Hourly Paid Lecturers. Progress on this will be monitored at meetings between UCU and People and Culture (these meetings currently take place every other month).

Where the 'reason for the engagement' is specialist teaching, the People and Culture Department will proactively work with Heads of School to convert as many as possible of these engagements from casual to permanent hourly paid or fractional engagements.

D. Where a person moves from a casual appointment to a fixed-term or a permanent appointment, their hours of work will be expressed as either an FTE (a percentage of full-

time hours) or an 'annualised hours contract' (i.e. a contract that defines the total number of contracted hours per year). Where a person moves to a contract in which hours are expressed as an FTE, they will be paid on the national single pay spine. Where a person moves to an 'annualised hours contract', their remuneration will be as detailed in item A above.

Theme 5 aims to enact the shared desire to convert casual engagements to permanent 'fractional' engagements where appropriate. For the purposes of this agreement a fractional engagement is defined as a contract expressed as a fraction of an FTE, rather than a number of hours.

Where a person moves from a casual hourly paid contract to a fractional contract, they must also move from the hourly rate defined at 'A' above to a salary point on the national single pay spine (the point on the scale will be determined based on established protocols i.e. incremental credit will be given for years of comparable service). As noted above the hourly rate defined at 'A' is remuneration for two hours work comprising an hour of teaching and an hour of preparation.

In considering the 'conversion formula', two issues need to be considered as follows:

X = The number of hours that the person currently works per year.

Y = The number of hours per year that a full-time academic works.

The FTE for the fractional position will be X/Y expressed as a percentage.

As the remuneration rate of £51.45 in a casual contract is payment for two hours of work (one hour teaching and one hour preparation for that teaching). X will be double the multiples of £51.45 specified in the casual contract.

To illustrate this, take for example a casual contract for 120 X £51.45 (each multiple of £51.45 comprises 2 hours, one for teaching and one for preparation for that teaching). In the conversion formula above X would therefore be 240.

In relation to Y, it was noted that this issue is currently the subject of two other live negotiations: the local negotiations on the academic workload allocation model and the national negotiations on UCU's claim to reduce the working week to 35 hours. It was agreed that a decision on the calculation of Y will be deferred pending the outcome of the two other negotiations. Any agreement reached will automatically be incorporated into this agreement.

Staff who move from a casual contract to a fixed-term or permanent contract can choose to be paid in either 12 equal instalments across the calendar year (regardless of when the work is actually delivered) or they can be paid as the work is done throughout the year (i.e. unequal instalments).

E. The rationale for Theme 6 is similar to Theme 5 except that it relates to the conversion to a permanent annualised hours contract rather than a permanent fractional contract.

Where a person moves from a casual hourly paid contract to a permanent hourly paid contract, they remain on the rate defined at 'A' above (i.e. they do not move across to the national single

pay spine) and each multiple of £51.45 remains as remuneration for two hours (one hour of teaching and one hour of preparation).

F. Theme 7 relates to Global Online. The University is currently reviewing the operating model for Global Online. It was agreed that discussion on this issue should occur at JNC at a later date, rather than as part of the negotiations on this workplace agreement. Whilst outside the scope of this workplace agreement, the University and UCU are committed to early negotiations on the terms and conditions for e-tutors. These negotiations will commence at the earliest possible juncture.

Execution of this agreement

This agreement will take effect when both parties provide written confirmation of their agreement to the terms above.

(Version control: 4 June 2024)