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Pay & conditions

Post-92 national contract

A national agreement reached in 1990 provided for an agreed contract of employment and national staff handbook text to be in place in each post-92 institution for all full-time and fractional lecturing staff (lecturers, senior lecturers and principal lecturers) by 31 August 1992.

This national agreement, national contract and the national staff handbook are not affected by the implementation of the new pay framework agreement during 2004-2006.

In most institutions local negotiation took place prior to the transfer of staff to the contract and associated staff handbook, and there is, therefore, a degree of variation in the conditions of service applicable to staff. In addition the national contract provides that locally and nationally negotiated collective agreements may vary the contract in future. UCU branches and co-ordinating committees will know what local agreements are applicable.

National contract overview

The main provisions of the national lecturer contract are as follows.

Continuity of service, for the purposes of sick and maternity entitlements, from other HE, FE and university institutions.

A weekly maximum of 18 hours and annual maximum of 550 hours 'formal scheduled teaching'. (The definition of formal scheduled teaching will vary from institution to institution). In certain subject areas, such as teacher education, art, design and the performing arts, where the nature of the curriculum and teaching style make these limits inappropriate, a more flexible band of 14-18 hours over the anticipated teaching year may apply. The right to have the following factors taken into account when duties are allocated:

- the full range and extent of actual duties to be performed;
- personal development needs both as a teacher and as a subject specialist, and in relation to research and other scholarly activity and to overall career development - teaching experience;
- the numbers of students for whom there would be overall responsibility;
- teaching group sizes, with particular regard for methods requiring interaction (eg seminars), and assessment implications;
- differing subject needs;
- the appropriate teaching methods;
- the number and range of the curricula to be taught, with particular consideration given to the development and delivery of new (for the lecturer) and innovative courses;
- the desirability of achieving a reasonable balance of activities;
- wider internal and external responsibilities.

A maximum teaching year of 38 weeks of which two will be spent on teaching-related administration.

35 days' annual leave plus statutory days (eight) plus days when the institution is closed in the interest of efficiency (approximately five).

The remainder of the year (ie outside the teaching year and annual leave, usually one to five weeks) to be spent on self-managed research or scholarly activity.

A contractual obligation to participate in appraisal (the local scheme should be based on the nationally agreed model for staff development and appraisal which excludes any links to discipline or pay).

An obligation to inform the institution where it is proposed to take on external paid work (this does not apply to external examining, acting as an assessor or moderator, or the production of scholarly works).

Clauses on patent, copyright and confidential information, and academic freedom (these improve on the statutory position in that staff retain copyright over the work they produce as part of their scholarly activity).

The right to be given three months' notice, and the obligation to give two months. The nationally agreed staff handbook text sets out provision for sick leave, and maternity leave. It contains guidelines for the determination of the duties of lecturing staff and these are likely to have been added to through local negotiation both in terms of substance and procedural arrangements. It also contains arrangements for national HE pay.

Researchers

Despite the union's repeated attempts to negotiate a national researcher's contract, research staff contracts are currently negotiated at institutional level. Traditionally researchers have been employed on worse terms and conditions than lecturers, however, in a number of institutions, UCU has successfully negotiated that researchers should be employed on a variation of the post-92 national lecturer contract, with the same rights as lecturers. In addition the Research Staff Concordat states that researchers should be employed on the same conditions as 'established staff'.

The 2004 pay framework agreement requires all staff to be graded according to the same principles and to be provided with equal pay for work of equal value. This will result in changes to the pay and conditions of research staff bringing them into line with lecturers. You should check with your UCU branch officer what the position is in your institution and visit the framework agreement section of this website for further information.

The vast majority of research staff are employed on fixed-term contracts, linked to length of funding. UCU is campaigning for an end to the abuse of fixed-term contracts.

Senior academic staff

Senior academic staff (ie employed above principal lecturer grade) are generally employed on individualised contracts, although some institutions have negotiated a senior academic staff contract with UCU or employ them on a variation of the lecturer contract.

UCU is campaigning for such staff to be included within collective bargaining and has succeeded in including senior academic staff in the framework agreement pay structure in institutions such as Huddersfield and Gloucestershire. For information on the position in your institution contact your UCU branch officer.