

# UNIVERSITY OF EDINBURGH

## COLLECTIVE AGREEMENT – EMPLOYMENT OF GUARANTEED MINIMUM HOURS TEACHING STAFF AND FIXED-TERM ACADEMIC STAFF

**THIS AGREEMENT** is made and entered into as of 26 March 2019 by, and between, the University of Edinburgh, (hereinafter designated as the "Employer") and the University and College Union (hereinafter designated as "UCU").

### Section 1: General principles

1.1 This agreement covers teaching and research focused Guaranteed Minimum Hours (GH) staff. These are:

a. **Work experience/career development contracts** who are matriculated students of the University<sup>1</sup>;

b. **Teaching support staff** – those who are employed in non-tutor/demonstrator roles<sup>2</sup>;

c. **Specialists** - those whose primary professional employment is elsewhere, normally in the practice of the subject they are teaching (e.g. law, jewelry makers). Language teachers are a subset of this group – they are normally employed because of fluency in the relevant language (often their first language), but may not have primary employment elsewhere.

1.3 The Employer and the UCU agree that employing staff on a GH contract will be the exception rather than the norm.

1.4 Staff on a GH contract will be offered a fractional contract if they have worked more than 0.2 FTE on average (in the same role) over the previous 2 years.

1.5 Staff employed on a GH or fractional contract will:

- a. have a minimum number of hours built into their GH/fractional contract for continuous professional development;
- b. be advised who their line manager is, and who they can contact for advice about the work that they are contracted to do;
- c. have an "annual review" with their line manager (or identified alternate) to review progress and discuss their development needs;
- d. be provided with clear information about the work they are required to do;
- e. be paid for all work they are required to do, including when such work relates to induction, required training and agreed professional development.

### Section 2: Payment

2.1 The employer agrees that all staff should be paid for the work they are required to do by their line manager. Each school has a responsibility to include information in their school-level tutor and demonstrator handbook clarifying the activities that GH staff are required to undertake and for which they will be paid and to ensure that their handbook and practices fully comply with this Agreement.

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<sup>1</sup> (Based on 1 February 2019 data, this represents 71% of all GH (College based academic contracts.)

<sup>2</sup> Based on 1 February 2019 data, this comprises 8% of all GH (College based) contracts), about half of whom are Teaching Fellows. The expectation is that over time we expect this % to decline

2.2 The University's Work Allocation Model (WAM) principles will be amended to include a principle regarding the fair and reasonable allocation of time to undertake each activity. Schools will be expected to review these time allocations every two years and to do so in consultation with the staff affected. Schools will be expected to make it clear within their Work Allocation Model who staff can go to should they have any queries or concerns regarding the time-allocated for preparation, marking and other matters.

2.3 The employer shall inform Schools that they should ensure that:

- a. GH staff are not requested to and do not undertake activities for which they will not be paid;
- b. the activities they are requested to do are consistent with the grade profiles against which they have been appointed;
- c. hourly rates of pay in line with the grade profile will be consistent across the University;
- d. it is made clear to GH staff, *and to those who work with them*, any course-related lectures or other work related activities that GH staff must attend, and that such attendance will be classified as paid work;
- e. paid time for induction, requisite training and a specified amount of professional development (CPD) is built into the hours that are guaranteed, paid in line with the grade for the role performed.

2.4 Both parties acknowledge that it is already policy that Teaching Fellows, fixed-term contract researchers and GH staff all have the right to progress through the incremental pay scale and receive an increment increase in August if they were in post on or before 1 May the same year.

### **Section 3: Professional development**

3.1 The employer agrees that GH staff across the university should have equal access across to professional development opportunities for their roles.

3.2 Both parties recognise that there can be greater demands for CPD than can be supplied. The employer agreed to ask Colleges/Schools to consider how they will facilitate access to school/course level CPD activities. The employer agrees that the Institute of Academic Development should consider how capacity can be increased to match demand.

### **Section 4: Notification of work**

4.1 It is agreed that every effort should be made to provide GH staff with as much certainty and advance notice of their working hours as possible and that every effort should be made to ensure they receive written confirmation of their total hours in advance of starting work. Schools will be asked to ensure that staff have their contract letter (and with it access to their conditions of service) in the same timeframes as all other staff, GH staff should be treated no differently.

4.2 The employer agrees that Schools must ensure that GH staff know the teaching schedule for their core (i.e. guaranteed minimum) before the start of each teaching block and must provide additional schedules as soon as reasonably possible once student electives are known.

### **Section 5: Ending 9/10 month teaching fellowships**

5.1 The employer agrees to phase out nine/ten month recurring contracts, with pay being annualised over the year.

The expectation is that all nine/ten month recurring contracts will have been phased out in advance of the 2020/21 academic year.

#### **Section 6: Fixed-term contracts**

6.1 The employer and UCU agree the need to develop clear guidance regarding the management of staff on fixed-term contracts and will commit to doing so by January 2020. As a minimum, the employer commits to take into account the good practice advocated within the new Concordat to Support the Career Development of Researchers.

#### **Section 7: Raising concerns**

7.1 The employer agrees that schools shall ensure that there is a clear escalation route available to GH staff should they have any queries or concerns regarding the work they are asked to do, the time-allocated, the payment rate, CPD and any other aspects of this agreement. The employer agrees that each school will ensure GH staff are clear to whom they raise such queries.

7.2 It is agreed that union representation for staff raising such matters may be particularly important given the vulnerability that many early-career staff feel. It is jointly understood that should these routes not resolve any concerns then the collectively agreed grievance procedures may be invoked.

#### **Section 8: Joint monitoring**

8.1 Both parties agree to actively monitor the implementation of this Agreement through the UCU Joint Consultation and Negotiating Committee.

**Signed for the University of Edinburgh, 26 March 2019**



Professor Jane Norman, Vice-Principal, People and Culture



James Saville, Director of HR

**Signed for the University and College Union, 26 March 2019**



Grant Buttars, Honorary Branch President, UCU Edinburgh



Mary Senior, UCU Scotland official