



University of the
West of England

Terms and conditions of appointment for associate lecturers/hourly paid lecturers

1. General

You will work under the direction of the Executive Dean or his/her representative and must conform to the department's requirements, for example regarding attendance, the preparation of a scheme of work for each subject taught, registrations, the setting and marking of coursework, laboratory work, sessional examinations and the keeping of records. Records must be maintained of the work undertaken in each class so that in the event of an unavoidable absence the class can be taken by another lecturer.

2. Contractual duties

As an associate lecturer/hourly paid lecturer (AL/HPL) you will be responsible for the preparation of teaching materials, the teaching and assessment of undergraduate, postgraduate and/or short course students and associated essential administration. The AL/HPL role does not include, for example, responsibility for module leadership, development of new modules, pastoral care of students, research, or administrative duties that are not directly related to the teaching undertaken.

What is required of you in terms of normal contractual activity, exceptional assessment or assessment only, and other contracted activity, is defined below. The Schedule of Hours Form specifies the amount of each activity for which you are being contracted.

Normal contractual activities

Preparation: determining the structure and style of the learning experience; preparation of supporting teaching aids (handouts, OHT's, exercises, practicals, reading lists etc.) liaison with colleagues to ensure the learning experience fits appropriately with the overall context of the programme.

Student contact: delivery of lectures, seminars, tutorials and practicals; providing of face to face feedback/follow-up activity where required.

Assessment requirements: to undertake the necessary assessment activity associated with the student contact where, in relation to faculty norms, this represents a reasonable loading in relation to group size and the amount of contact time. Large group size or high assessment to contact ratios in relation to the Faculty norm would not normally be considered a reasonable loading.

Curriculum related administration: participation in essential programme team liaison meetings; completion of all necessary administrative requirements. The administrative loading must be reasonable in relation to the contact time.

Exceptional assessment or assessment only

Additional assessment where the assessment loading would otherwise be unreasonable or where an AL/HPL is contracted for assessment only, as in project marking, or where an AL/HPL is required to attend an examination board and participate in associated activities.

Other contracted activities

Activities that do not fall within the categories of normal contractual activities, exceptional assessment or assessment only. Examples of such activities would be: interviewing prospective students where an academic judgement is required; attendance at additional meetings; required staff development; performance review meetings.

3. Hours of work and length of appointment

The contracted hours and length of the appointment indicated on the Schedule of Hours form shall not exceed the duration of the programme of study in question. Teaching hours shall not normally exceed 18 hours per week except where reasonable in relation to the teaching concerned, eg. block teaching or short courses.

Your continuous service date shall be the date from which you have been employed by the University without breaks. For the purposes of determining continuity of service, breaks for vacation periods at Christmas, Easter and in the summer shall be ignored, however, in order to preserve continuity of service you must have contracted work in each of the three periods in an academic year: before Christmas; between Christmas and Easter; and after Easter.

The University reserves the right to terminate the appointment at one month's notice (or the statutory minimum whichever is the greater), or to cancel individual classes with reasonable notice, at any time should circumstances warrant this (e.g. low enrolment). In such cases, payment will be made only for lectures given up to the time of termination of the appointment.

You must give one month's notice to terminate the appointment.

4. Rates of payment

Rates of pay for AL/HPLs shall be those determined by the University; at present the rates of pay for normal contractual activity are based on those recommended by the Joint Negotiating Committee for Higher Education Staff (JNCHES) related to the grades of work taught as determined by the University. Rates of pay for exceptional assessment, assessment only and other contractual activity shall be 50% of the rate applicable to normal contractual activity.

The rates of pay for this employment are set out in the Schedule of Hours form.

An AL/HPL required to invigilate at his/her own internal examination or final test, in accordance with the examination regulations will be paid for this at the rate equivalent to that for one lecture, regardless of the length of the examination. Any other invigilation undertaken will be paid for at the invigilation rate.

If it is proposed to cancel a class at short notice (e.g. owing to bad weather) but students cannot be notified, you must make every effort to attend, however if the class is not then held you may leave after a reasonable time. This will not be counted as a scheduled class and the attendance will count as one hour's normal contractual activity.

Travelling expenses to the usual place of work are not normally payable. When an AL/HPL is required to undertake work at a location a significant distance from the usual place of work in the University, in addition to travelling expenses, payment for additional travelling time shall be made at 25% of the rate of pay for normal contractual activity.

5. Method of payment

The total pay due for the contracted hours will be divided into a number of equal monthly payments equal to the number of calendar months spanned by the contract. For example, payment for hours contracted for the period from October to December will be made in three monthly instalments. These payments will be made automatically by the Payroll and Pensions section upon receipt from the relevant faculty of a fully completed Schedule of Hours form, Personal Details form and a copy of the Contract signed by the AL/HPL. Payments will be made monthly by direct credit transfer. Unworked contracted hours must be reported by you promptly to the Faculty in order that payments may be adjusted accordingly. Approved hours worked in addition to the specified contractual hours may be claimed separately by completion and certification of an additional Schedule of Hours form payment for which will be made with the standard monthly payment. You may be required to maintain and submit records of your attendance to the Faculty for monitoring purposes.

For the purposes of the Wages Act 1986, you hereby authorise the University to deduct from your salary any sums due from you to the University, including any overpayments, loans or advances made to you by the University.

6. Pension

You are entitled to participate in the Teachers' Pension Scheme (TPS) it will be assumed that you are joining the Scheme unless you notify us in writing that you do not wish to join, or you are already a member of the USS. If you do not wish to join the TPS you must complete an opt out form.

To obtain further details of the Teachers Pension Scheme please contact Payroll and Pensions section, Human Resources.

7. Leave entitlements

There is an annual leave entitlement pro rata to 35 days per annum plus public holidays and extra statutory days and time when the institution is closed. This time should be taken when you are not required to work.

Special leave shall be given in exceptional circumstances at the discretion of the Dean.

Maternity pay and leave shall be as applicable to full time lecturing staff, details of which are contained in the Handbook of Terms and Conditions for Academic Staff. Adoption leave shall be as applicable to full time lecturing staff, details of which are contained in the Handbook of Terms and Conditions for Academic Staff.

Paternity leave shall be pro rata to one or two weeks subject to one year's continuous service, details of which are contained in the Handbook of Terms and Conditions for Academic Staff.

Requests for maternity, paternity and adoption leave should be referred to Human Resources.

8. Absences

If you are unable to take a class due to unavoidable circumstances you must notify the head of department, programme leader or other appropriate person in advance and as soon as possible. With the exception of sickness, payment will only be due for hours actually worked. You should not accept this appointment if other commitments are likely to interfere with the regular and punctual performance of your duties.

There is an entitlement to paid sick leave in the same way as for other staff. Therefore a record should be maintained in the faculty of any sickness absence. This should be advised to Human Resources. Further information about paid sickness absence is available from Human Resources.

Absence due to sickness must be reported to the Faculty in accordance with the following procedure:

- (a) **First day of sickness**
Contact your head of department or his/her nominee as early as possible and normally before 9.00am, to advise the reason for your absence and its likely duration. If your head of department or nominee is not available please leave a message with another suitable person.
- (b) **Fourth day of sickness**
Contact your head of department or nominee again, if possible by telephone, to confirm that your absence is continuing.
- (c) **Sickness of eight days or more**
If your absence continues **beyond** 7 days (including Saturdays and Sundays) then you must obtain a statement from your doctor or hospital **on the eighth day** and forward it to your head of department or nominee. You must supply further statements, as necessary, to cover the full period of your absence.

(d) **Returning to work**

If you have been absent owing to sickness for four days or more, then when you return to work you must report to your head of department or nominee and complete a Statement on Absence Form stating the reason for the absence and its duration. This form will be signed by you and then countersigned by your head of department or nominee. If your absence was for less than four days then you do not need to sign an 'Employee Statement Form', a form will be completed and signed by your head of department or nominee alone.

Failure to comply with the above reporting and certification requirements may result in pay being withheld.

9. Grievance and discipline

The University's grievance and disciplinary procedures will apply to this appointment and these documents are available for you from Human Resources. If you are dissatisfied with a disciplinary decision then you should apply in writing to the Director of Human Resources within 10 clear working days for the purpose of seeking redress. If you have any grievance relating to your employment, in the first instance you should apply in writing to your head of department or nominee for the purpose of seeking redress. If your grievance concerns the head of department then you should write to the Director of Human Resources.

You are required to disclose immediately upon conviction, the fact that you have been convicted of any criminal offence during the period of your employment. In the event that you fail to disclose any such convictions, such failure to disclose may be deemed to be gross misconduct.

10. Performance review

AL/HPLs making a significant contribution to the teaching in a Faculty shall be subject to a systematic approach to performance review. This will consist of:

First appointment: Following the initial appointment of an AL/HPL their preparation and lecturing shall be assessed to ensure satisfactory performance. This assessment shall include observation of teaching and where necessary the provision of appropriate departmental support. The assessment shall be completed within three months of the start date. During this 3 month probationary period the appointment may be terminated due to unsatisfactory performance.

Continuing appointment: an AL/HPL shall be provided with feedback about their performance and an opportunity to discuss personal development and to access to resources to support this development.

The time needed for these performance management activities shall be specified in the contracted hours and paid for at 50% of the rate applicable to normal contractual activity.

11. Collective agreements affecting terms and conditions

The national recommendations which have arisen from negotiations between UCEA and the unions recognised at national level (Joint Negotiating Committee for Higher Education Staff) directly affect your terms and conditions insofar as they have been adopted by the Board of Governors.

12. Source of other terms and conditions

Your terms and conditions are also prescribed by relevant local practices, arrangements and University policies as laid down from time to time, including such matters as Health and Safety, Equal Opportunities, Data Protection, Insurance, Intellectual Property Rights, Freedom of Speech, Smoking Policy Statement etc.

13. Variation

The hours set out on the Schedule of Hours form are those required at the time of making this appointment however they may be subject to variation by the University in response to changes in circumstance. Such variations will be made in consultation/agreed with yourself. Arrangements for adjusting pay in respect of hour variations are as set out in paragraph 5 above.

This contract may be varied and agreements reached as a result of national or local negotiations between the employer(s) and the recognised trade unions shall, where adopted by the Board of Governors, be automatically incorporated into your contract. Any change or variation in your terms and conditions will be notified to you, or incorporated into documents that are available to you, within one month of the change.

14. Location

Your principal place of work is as set out on the employment contract. However, your appointment is to employment within UWE, Bristol as a whole and you may be required to serve at any campus or location used by or in association with the University. The University reserves the right to relocate any employee in terms of physical location or within the structure of the organisation. Any such change will be determined following reasonable consultation with you or your representative.