

University and College Union: University of Leeds

Casualisation - formal heads of claim

1. Introduction

The issue of the use of insecure contracts in the higher education sector now has a very high public profile. This is an issue of national priority for the University and College Union, and for this branch at the University of Leeds.

We believe that we have a common interest in improving the contractual terms of employment of staff in higher education. While a few individuals are likely to find them appropriate to their circumstances, the truth is that for the majority insecure contracts have a seriously detrimental effect on the wellbeing of university staff. In a UCU survey of staff on insecure contracts 42% said that they had struggled to pay the bills. More than a third (35%) had had problems keeping up with mortgage or rent commitments and one in five had had difficulties putting food on the table. This is one major reason why whenever they are surveyed, staff invariably express the desire for more secure employment.

In addition, a growing body of research indicates that any so-called 'efficiency' gains from hiring teachers on the cheap are in fact illusory. Recent research into the use of flexible labour has suggested that '*easy hire and fire*' is a false economy that saves money only at the cost of organisational learning, knowledge accumulation and knowledge sharing, thus damaging innovation and labour productivity growth'.

Finally, staff on insecure contracts also tell us that their fixed-term and casual terms of employment place major obstacles in the way of them delivering the quality support their students deserve. This has been mitigated thus far by their extraordinary efforts to maintain a high standard of education. This cannot be expected to last forever, unless meaningful action is taken.

The University of Leeds employs 65% of its research staff and 36% of its teaching only staff on fixed-term contracts, as well as employing 1,343 academics as atypical workers. Many of the 'atypical academics' are postgraduate students working as teaching assistants and employed as temporary casual workers. These casual workers are effectively on zero hours contracts as their hours are not predictable beyond a few weeks and they have limited or no sick pay, holiday pay and other employment benefits. These statistics should be a source of shame and concern for a large, elite University in the UK.

Once damaged, reputations are very hard to rebuild. Students entering the higher education system deserve to know that the people that make their education possible are being employed on contracts, pay rates and terms and conditions that enable them to do their jobs properly. A good student experience is not guaranteed by the quality of a building but by the quality of the educational experience. Secure staff employment is the best underpinning for a high quality student experience.

2. Statement of intent

Our claim is for the university senior management to agree a joint statement which:

- Allows for a joint review of working practices;
- Accepts the need for time-limited negotiations;
- Commits to negotiate a review of relevant policies and working practices;
- Accepts UCU's right to negotiate for all who provide teaching and research at the University of Leeds.
- Provides the leadership across and within schools and colleges and commits to the provision of sufficient resources (people and money) to achieve the agreed objectives.

3. An end to the use of 'worker' contracts:

It is unacceptable and unnecessary for teaching and research staff to be employed as temps any longer. Other universities have moved away from this form of employment. The University of Leeds must now make this commitment.

Our claim is for the University to agree steps to move hourly paid staff onto fractional employment contracts, assimilated to the National pay Spine and matched to the national role profiles at the appropriate academic level. These should be open-ended contracts wherever possible in line with our claim under section 7. Fractionalisation should not introduce detrimental pay rates in comparison to any previous hourly rate.

4. Fractionalisation of hourly paid staff

The use of hourly paid teaching contracts produces systematic underpayment for teaching staff. Preparation time is not adequately recompensed, office hours are unevenly paid for at rates that do not reflect the contact and feedback time spent with students, while marking tariffs vary between schools. Some PhD bursaries still expect unpaid teaching as a condition of their grant, while postdoctoral research staff report being put under pressure to teach without separate payment. In addition, the practice of paying hourly paid teaching assistants using timesheets frequently results in a failure to pay staff at all, sometimes for months. For people who depend on teaching pay to maintain their postgraduate studies, this is catastrophic. There is no need for hourly paid staff, including postgraduate teaching assistants, to be employed in this way. Other universities have placed such staff on fractional contracts. UCU's claim is for:

The University to agree to the fractionalisation of hourly paid staff;

Fractional contracts to be calculated by an agreed formula that takes account of all hours of work done, including work which is currently unpaid;

An end to unpaid labour via bursaries or fellowships and payment for teaching at the appropriate hourly rate for the grade.

5. Removing unequal treatment

The university should agree steps, including:

- Ensuring that all staff who teach are paid at the same rate for the same activities across all Schools;
- Ensuring equal access to incremental progression for staff on different forms of contract
- Reviewing the grades paid across schools to ensure compliance with other agreements;
- All teaching roles to be graded at a minimum of grade 6.
- Ensuring equal access to adequate paid time for professional development opportunities.

6. Reduction of the use of fixed-term contracts

The University of Leeds employs almost 36% of its teaching-only staff and no less than 65% of its research only staff on fixed term contracts. Members report to us the use of successive fixed-term contracts, presumably being 'objectively justified' by the non-agreed criteria in the University's Fixed-Term contract policy. While funding streams are often fixed or at least interrupted across the sector, there is no necessary reason why fixed-term contracts should be the majority mode of employment at Leeds. Other research-intensive universities like UCL, Bristol and Aberdeen have made decisive moves to move their staff onto open-ended contracts. This can significantly benefit staff for whom open ended contracts enable access to services such as mortgage lending, and do not suffer breaks in their continuity of service. Continuity of service can also impact upon the ability of staff to access benefits such as maternity leave, and their eligibility for redundancy pay.

Our claim is for:

- Review of the University's fixed-term contract policy to ensure that it is being properly implemented
- A commitment that the normal form of employment for all academic staff groups will be employed on **genuinely** open-ended contracts
- The establishment of central bridging funds to support the continued financial security of research projects and enable the continued employment and retention of research expertise in the university
- Agreement that where Teaching Fellowships are objectively justified as being fixed-term, they are for a minimum of one year's duration, but the normal expectation will be that these will be replaced by open ended contracts at the end of this period.
- Concerted action will be taken by management to ensure new contracts are provided in good time, rather than at the very last minute as often the case at present.

7. Teaching Fellowships

There is a worrying trend for research intensive universities to attempt to offload more and more teaching onto staff placed on 'teaching-focussed contracts' that are in fact 'teaching-only contracts' to 'free-up' their identified research 'stars'. The use of contracts that simply engage people to teach without allocated time for the scholarly activity that supports subject specialism demonstrates a failure to understand the distinctive character of higher education teaching, while the Concordat's principle that being contracted to deliver one activity should not become a barrier to career development equally applies to teaching staff. Far too often, these teaching focused contracts are used on a short fixed-term basis of one year or less, damaging academic careers and affecting the 'student experience'. Our claim is for agreement that these roles will contain at least 20% of time ring-fenced for scholarly activity.

8. Agreement on provision of specific facilities time

Conducting effective negotiations on improving employment will require a significant commitment of time from reps and in particular those on insecure contracts. Therefore, our claim includes a call for agreement on a specific allocation of paid time off or, in the case of hourly paid staff, paid time on, to allow our representatives to meaningfully participate in the processes around and within these negotiations.

9. Negotiating forum

UCU submits this claim as a matter for negotiation. This is a matter pertaining to the pay, terms and conditions of academic and related staff. As such, we want negotiations to be held between representatives of the UCU and university management alone.

It is important that the negotiations are conducted in a timely fashion and that the objective should be to reach agreement by the end of July 2019.

10. Terms of agreement to be incorporated into university policies

The terms of agreement reached following negotiation should be incorporated into the university's policies.

11. Implementation, monitoring and review

The provisions of the agreement reached should be disseminated in a manner that provides for uniform application across the university. Managers should be fully trained on the provisions of this agreement. The terms of the agreement should be monitored on an ongoing basis.