

## University and College Union: UNIVERSITY OF EXETER

### 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 a national priority issue for the University and College Union, and also one for this branch at the University of Exeter.

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, over half of respondents (56%) said that they had struggled to pay the bills. Nearly two-fifths (39%) had had problems keeping up with mortgage or rent commitments and three in ten (29%) 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.<sup>1</sup>

In addition, a growing body of research indicates that any so-called 'efficiency' gains from hiring staff 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.<sup>2</sup>

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. Mounting pressure on staff has thus far been mitigated by their extraordinary efforts to maintain a high standard of education. But this cannot be expected to last forever unless action is taken.

Once damaged, reputations are very hard to rebuild. Students coming into 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.

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<sup>1</sup> University and College Union, *Precarious Work, Employment Agency Subsidiaries and Casual Workers in Further and Higher Education*, (April 2018).

<sup>2</sup> See, for example, Diannah Lowry, 'Employment Externalisation and Employee Commitment: A Preliminary Study', *International Journal of Employment Studies*, 4:1 (1996); Alfred Kleinknecht, Zenlin Kwee and Lilyana Budyanto, 'Rigidities through Flexibility: Flexible Labour and the Rise of Management Bureaucracies', *Cambridge Journal of Political Economy*, (2015).

In the 2013-14 academic year, the University of Exeter was twenty-first in the highest insecurity ranking for staff. By 2016-17, the University had risen to eighth, a league table placing of which the University should not be proud. Data provided to the Higher Education Statistics Agency (HESA) shows that 1465 academic staff are employed on “casual” contracts, another 780 are on fixed term contracts and only 1260 staff are on permanent contracts. 58% of the academic workforce are on fixed term or atypical contracts.<sup>3</sup>

UCU at the University of Exeter have consistently raised the issues of casualisation and requested a joint working group to address them. UCU were excluded from the negotiations regarding changes to the employment of Postgraduate Teaching Assistants which were implemented in 2018-19. This resulted in the attempted implementation of contracts which were less favourable for some staff and caused unnecessary stress to staff already struggling on precarious contracts. UCU were instrumental in resolving the issues but this could have been avoided if a properly constituted working group had been set up, as requested. Whilst we welcome the employer’s increased willingness to include the UCU Branch in discussions around forthcoming further amendments to Postgraduate Teaching Assistant contracts, we note that other staff are still employed on an hourly-paid basis, and that these proposed pilot changes have not been extended to the entire workforce. We believe that these changes have therefore not gone far or fast enough.

The University of Exeter’s management regularly respond to UCU’s requests for information regarding precarious contracts with the same statement: “We pay hourly-paid staff the proper rate for the job and regularly talk to the UCU Branch”. Even when the UCU Branch have presented evidence that staff are not paid the hourly rate for the job, management have refused to do more than “talk to the Branch”. This situation is no longer acceptable and having exhausted the usual industrial relations mechanisms, a formal claim is being submitted.

## **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 discussions;
- Negotiates a review of relevant policies and working practices;
- Provides the leadership across and within schools, colleges and services to commit sufficient resources (people and money) to achieve this objective in a consistent way.

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<sup>3</sup> <https://www.ucu.org.uk/article/8154/Precaious-contracts-in-HE---institution-snapshot>

### **3. Tackling unpaid labour**

The university should agree steps, including:

- An increase in the preparation time paid for each class to a minimum of two hours for every hour to reflect the work actually done in preparation and scholarship;
- All Postgraduate Teaching Assistants, Hourly Paid Lecturers, and Occasional Teachers to be paid for a minimum of two office hours/post-tutorial administration per week;
- All Postgraduate Teaching Assistants, Hourly Paid Lecturers, and Occasional Teachers to be paid for attending lectures that are connected to courses they teach;
- A joint review of marking tariffs;
- An end to unpaid labour as a condition of bursaries and payment for teaching at the same rates as Postgraduate Teaching Assistants, Hourly Paid Lecturers, and Occasional Teachers.

### **4. Removing unequal treatment across schools, colleges, and services**

The University should agree steps, including:

- Ensuring that all Postgraduate Teaching Assistants, Postgraduate Research Assistants, Hourly Paid Lecturers, and Occasional Teachers are paid for the same activities across all Schools, Colleges, and Services;
- Ensuring equal access to incremental progression for staff on different forms of contract;
- Reviewing the grades paid across schools, colleges, and services to ensure compliance with other agreements;
- Ensuring equal access to paid time for professional development opportunities.

### **5. An end to the use of 'worker' contracts:**

Our claim is for the transfer of all people teaching, researching, or otherwise engaged via 'worker' contractual arrangements, whether through external agencies, subsidiaries companies or 'bank' arrangements, onto proper employment contracts and their assimilation to the national pay spine, matched to the national role profiles at the appropriate level.

### **6. An end to the use of zero hours contracts and controls on variable hours contracts:**

Our claim is for all staff employed on zero hours contracts to be transferred onto fractional employment contracts or, where student demand cannot reasonably be

predicted, variable hours contracts with a ratio of guaranteed hours to flexible hours of 2:1

## **7. Fractionalisation of hourly-paid lecturers**

Our claim is for an agreed mechanism for transferring onto fractional contracts all hourly-paid staff who have been working at 0.2 FTE or above within a given period.

## **8. Reduction of the use of fixed-term contracts**

We are seeking commitment to a joint review of existing policies for the employment of staff on fixed-term contracts policy with a view to reducing the use of fixed-term contracts and creating greater job security and continuity of employment for all staff.

- Non-permanent teaching posts, for example Lectureships (Education and Scholarship) should be fixed-term contracts of a minimum of one year's duration;
- The University must commit to re-negotiating its fixed-term contract policy and convening a joint UCU-University working group to examine how to create a more stable, supportive and developmental research culture at the university.

## **9. Review of arbitrary restrictions on working hours for postgraduate students**

Our claim is for an end to the arbitrary imposition of restrictions on working hours for unfunded postgraduate students and those for whom funding has ended. We recognize that research council awards are often conditional on studentship holders working no more than six hours a week, but note that, out of step with several comparable institutions, these limitations continue to be imposed after the period of the award and before submission, and often between submission and successful completion of the viva examination. Whilst the rationale for this has been the safeguarding of postgraduate research degrees, in practice this means that many students, especially those from low income backgrounds, are forced to work even longer hours outside of the University as well as their teaching work in order to make ends meet.

## **10. Provision of access to facilities necessary for the fulfilment of staff duties**

Our claim is for all staff to have access to the facilities necessary for the fulfilment of their duties. We are aware that many casualised staff, for example Postgraduate Teaching Assistants and Hourly Paid Lecturers, are not provided with appropriate office spaces or facilities such as telephone and computer access, in order to carry out their roles. Staff often have to meet students in public locations on campus, which has a detrimental impact on the ability of students and staff to appropriately discuss confidential or difficult issues which inevitably arise. We are aware of staff being asked to provide telephone numbers or other contact details to students without being provided with a telephone or computer specifically for their duties. Many casualised

staff also lack access to free printing facilities for printing related to their roles. We are aware of a recent instance where Postgraduate Teaching Assistants have been told to pay for printing out of their own pockets and claim the money back, a situation which treats casualised staff less favourably than permanent staff and places an extra burden on staff who, as noted above, are often struggling to make ends meet.

### **11. Agreement on provision of specific facilities time**

Conducting effective negotiations on improving employment will require a significant commitment of time from representatives, 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.

### **12. Negotiating forum**

UCU submits this claim as a matter for negotiation. This is a matter pertaining to the pay, terms and conditions of academic staff in the main. 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 the Summer Term with implementation at the beginning of the Autumn Term 2020.

### **13. Terms of agreement to be incorporated into University policies**

UCU believes that the terms of agreement reached following negotiation should be incorporated into the University's policies.

### **14. 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 and reviewed after 24 months.