

Framework for the consideration of the transfer of Part-Time Lecturers to a Substantive Academic Contract

Introduction

This document provides a framework for considering, on an annual basis, the transfer of Part-Time Lecturers to substantive academic contracts, either full time or fractional, on an indefinite basis, if (a) the number of Formal Scheduled Teaching hours (FST) for which they are to be engaged (as envisaged at the start of the academic year) exceeds a minimum threshold and (b) an ongoing requirement for FST at that level has been identified.

The Guidelines, and the opportunity to transfer to a substantive academic contract, only applies to consideration of a PTL's FST allocation at the start of each academic year, commencing with the 2019/20 academic year. It does not apply where a PTL's FST hours increase over the course of the academic year (over the original annual allocation) in response to exceptional and/or unforeseen operational needs.

There will be an expectation that Part-Time Lecturers who meet the eligibility criteria set out below will be offered the opportunity to transfer to a substantive academic contract. However, nothing in this document, or its implementation, creates a contractual right for Part-Time Lecturers to be offered appointment to a substantive academic contract and this document does not form a part of Part-Time Lecturers' terms and conditions of employment.

Criteria for transfer and terms of substantive academic contract

In order for a Part-Time Lecturer to be eligible for transfer to a substantive academic contract, they must at the start of the academic year have been allocated (by the processes for workload allocation in place at the time) and approved by the Dean (or nominee) to undertake a minimum of 110 FST hours for the forthcoming academic year and an ongoing requirement for FST at that level must have been identified by the Dean (or nominee).

Those Part-Time Lecturers meeting the eligibility criteria will normally be considered for transfer onto a Grade 7 academic contract. However, where the Part-Time Lecturer considers that there is a case for their transfer to a higher graded role, this will be considered. The Part-Time Lecturer should raise this with their line manager in the first instance and, if the request is not agreed, may make a submission to the Promotion and Regrading Panel for a final decision.

The full-time proportion that will be offered under a substantive academic contract will be proportionate to the eligible Part-Time Lecturer's allocated FST hours as at the start of the academic year, as outlined below (although the School may, at its discretion, offer a higher fraction or a full-time post):

Allocated FST Hours	Fraction of substantive contract
110-199	0.2
200-220	0.4
221-275	0.5
276-330	0.6
331-420	0.8
421+	Full-time

It may also be agreed that the eligible Part-Time Lecturer is an independent researcher and that the substantive academic contract to which they are to be transferred should include an additional

allocation of time for research activity. In that case, the individual's deployment will include a 20% allocation of time to allow for those additional research activities.

Process for transfer

The process for transfer will be as follows:

1. Before or around the start of each academic year the Dean (or nominee) will review their work allocations for Part-Time Lecturers for the forthcoming academic year and identify those Part-Time Lecturers who meet the eligibility criteria.
2. Each Part-Time Lecturer who meets the eligibility criteria will be invited to attend an individual meeting with their line manager and / or a Director of Research to discuss the options available to them. Those options will consist of (a) remaining in their Part-Time Lecturer role (on their current terms and conditions) or (b) transferring to a substantive academic contract at Grade 7. Where the Part-Time Lecturer is currently an independent researcher whose research aligns with the research plans and strategy of one of the University's Units of Assessment a substantive academic contract will be offered in conjunction with deployment which includes an allocation of hours for research activity. The individual will be invited to consider their options and confirm their preference by a specified date.
3. Where the Part-Time Lecturer notifies the University of their wish to transfer to a substantive academic contract, the line manager will write to the individual offering the role and setting out the terms of that offer. The offer will normally take the form of a Grade 7 substantive academic contract (at the appropriate pay scale point for Grade 7) and will set out the proposed hours, including (where relevant) any additional allocation for research activity. The offer will include a deadline for acceptance and may be withdrawn if the offer has not been accepted by that date.
4. If the individual believes that they are entitled to be appointed to a higher graded role than that offered they should raise this with their line manager immediately upon receipt of the offer. Their line manager will seek an agreed way forward through discussion with the individual. If agreement cannot be reached on the applicable Grade, the line manager will refer the matter for consideration by a Promotion and Regrading Panel convened in accordance with section 4.3 of the University's Promotion and Regrading Procedure. The PTL will continue in their PTL role until any dispute over the terms of the substantive contract are determined.
5. If the individual is dissatisfied with the decision of the Promotion and Regrading Panel they will have a right of appeal to a Promotion and Regrading Appeal Panel constituted under section 6.3 of the Promotion and Regrading Procedure, whose decision will be final.
6. Any transfer to a substantive academic contract will take effect from 1 September in the relevant academic year. An earlier appointment date may be confirmed where this is appropriate.

Review and monitoring

The University and UCU will cooperate to monitor the implementation and operation of this framework. This will include meetings in October and March of each academic year during which the operation of the framework will be reviewed, including through sharing data and discussion of any issues of dispute relating to individual cases. This will be an opportunity for any concerns to be raised and discussed. However, this is intended to be an informal process which operates outside any existing mechanisms for collective engagement or dispute resolution between the University and UCU, the terms of which are not applicable to these meetings.

The University reserves the right to withdraw or amend the arrangements outlined in this framework document at any time, at its discretion. However, it will give 3 months' notice of any such decision to UCU.