

Post-92 contract of employment

Polytechnics and colleges national negotiating committee, Lecturers' Common Interest Group

Contract of employment for lecturers in polytechnics and colleges of higher education

1. The Employer

(The name of the Employer)

2. The Employee

(The name of the Employee)

3. Date of Commencement

(Date of commencement of employment under the employer in 1. above)

4. Continuous Employment

Your date of commencement of continuous service is (). Continuous service with other PCFC Institutions, Universities or Further Education establishments will be counted in calculating sickness and maternity entitlements. In the case of redundancy, payment will be calculated in accordance with the Redundancy Payment (Local Govt.)(Modification) Order 1983 as amended.

5. Continuous Employment

You are employed as (Job Title). This is a full time post and its nature is such that you are expected to work such hours as are reasonably necessary in order to fulfil your duties and responsibilities. Those duties include teaching and tutorial guidance, research and other forms of scholarly activity, examining, curriculum development, administration and related activities. You are expected to work flexibly and efficiently,

and to maintain the highest professional standards in discharging your responsibilities, and in promoting and implementing the corporate policies of (the institution).

The make-up of your duties will be determined from time to time by your Head of Department in consultation with yourself, and will be reviewed regularly through the staff appraisal system. Guidelines for the determination of the duties of lecturing staff are set out in the Staff Handbook; in particular, when deciding upon your specific duties, your Head of Department shall have regard to the matters set out under Head 1.4 of those guidelines ('Factors to be taken into account'). Any dispute over duties or hours may, if not resolved in the first instance between you and your Head of Department, be referred to the Grievance Procedure. Your formal scheduled teaching responsibilities should not exceed 18 hours in any week or a total of 550 hours in the teaching year. However, this provision will not apply in subject areas where the nature of the curriculum and teaching style makes it inappropriate, such as aspects of Teacher Education, Art, Design, Performing Arts, Music: in these subject areas, scheduled teaching will be determined in accordance with paragraph 1.3.2 of the guidelines for the determination of duties in the Staff Handbook.

6. Working Year

Your teaching year will not normally exceed 38 weeks, of which 2 weeks will be spent on teaching-related administration. While some flexibility may be required in organising the teaching year, you will not (except with prior agreement) be required to undertake more than 14 consecutive weeks of teaching at any one time, and any significant variations to the normal pattern of the teaching year in (the institution) will only be made after consultation with the staff and the recognised lecturer unions.

7. Holidays

7.1. (The institution's) holiday year runs from () to (). In addition to statutory Bank Holidays, local discretionary holidays and days when the institution is closed in the interests of efficiency, you are entitled to 35 working days paid holiday during the course of the holiday year; unused holiday entitlement may not be carried forward into the next holiday year, except by agreement with (the institution). In the holiday year in which your employment commences or terminates, your holiday entitlement will accrue on a pro-rata basis for each complete month of service; on the termination of your employment, holiday pay will be worked out on a similar basis.

7.2. The timing of your holidays is subject to the agreement of (your Head of Department). Subject to the organisational requirements of the institution, you may request that up to 6 weeks of your normal holiday entitlement be taken in one continuous period, and such a request will not be unreasonably refused.

7.3. Wherever possible, detailed holiday schedules for individual lecturers will be made as soon as reasonably practicable after the beginning of each academic year; in determining holiday schemes, special regard will be given to lecturers with family responsibilities and those who wish to attend conferences or courses that are held in normal holiday periods.

8. Research and Scholarly Activity

8.1. As part of your duties, you will normally be expected to engage in research and scholarly activity. The nature and extent of this will vary with the nature of the subject(s) you teach and the full range and balance of your duties and other commitments. In this context, 'scholarly activities' includes the production of books, contributions to books, articles and conference papers, and is to be construed in the light of the common understanding of the phrase in higher education.

8.2. While it is in the nature of research and scholarly activity that it may take place throughout the year and be integrated into the overall pattern of your activities, it is envisaged that normally the period(s) of the year outside normal teaching weeks (clause -"Working Year") and your holiday entitlement (clause -"Holidays") will primarily be devoted to research and scholarly activity.

8.3. Your research and scholarly activity will be principally self-managed. In addition, these activities (and their relationship with your other duties) will be considered as part of the staff appraisal and development system, under which objectives for the coming year (or other appropriate period) can be set and achievements over the past year (or other appropriate period) can be assessed. (The institution) undertakes to give you such support as is reasonable in the circumstances in order to help you to realise the objectives so set.

9. Remuneration

Your initial salary in this post is . It is payable monthly in arrears by direct credit transfer. In determining your salary review the Board of Governors will refer to national recommendations arising from negotiations between PCEF and the recognised unions. Full details of salary scales and their operation are set out in the Staff Handbook.

10. Sickness

Subject to the provisions of the Sick Pay and Sick Leave Scheme, you are contractually entitled to time off with pay if you are absent from work due to illness or injury. Full details of your entitlements are included in the Staff Handbook.

11. Maternity Leave

Your contractual entitlement to maternity leave is in accordance with the procedures contained in the Staff Handbook.

12. Staff Appraisal

In relation to the performance of your duties you will be required to participate in an appraisal scheme approved by the Board of Governors and included in the Staff Handbook.

13. Exclusivity of Service

- 13.1. External work which is supportive of your professional responsibilities is encouraged by (the institution).

- 13.2. Before you enter into an obligation to undertake any external work, including consultancy, you must inform (the institution); however, by way of exception, this requirement does not apply to the following:
 - a) external examining;
 - b) acting as an assessor or moderator;
 - c) the production of scholarly works such as books, articles and papers;
 - d) any other activity specified in the Staff Handbook as not coming within this requirement.

13.3. (The institution) will then decide (within 5 working days or whatever other period may be agreed as being reasonable in all the circumstances) if that work will

- a) interfere with the performance of your professional responsibilities, or
- b) compete or conflict with the interests of (the institution), in which case (the institution) may at its sole discretion require you not to undertake the work; such a requirement will not be made unreasonably, will be subject to full consultation with yourself and, if made, will be accompanied by full written reasons for it.

13.4. Where it is intended to use the facilities of (the institution) in connection with external work, then prior approval is required in accordance with procedures set out in the Staff Handbook.

14. Patents and Inventions

14.1. The provisions of sections 39, 40, 41, 42 and 43 of the Patents Act 1977 relating to the ownership of employees' inventions and the compensation of employees for certain inventions are acknowledged by (the institution) and by you.

14.2. You agree that by virtue of the nature of your duties and the responsibilities arising from them you have a special obligation to further the interests of (the institution).

14.3. Any matter or thing capable of being patented under the Patents Act 1977, made, developed or discovered by you either alone or in concert, whilst in the performance of your normal duties, duties specifically assigned to you or arising out of anything done by you to which paragraph 14.2 applies, shall forthwith be disclosed to (the institution) and subject to the provision of the Patents Act shall belong to and be the absolute property of (the institution).

14.4. You shall (and notwithstanding the termination of your employment) sign and execute all such documents and do all such acts as (the institution) may reasonably require: -

14.4.1. to apply for and obtain in the sole name of (the institution), (unless it otherwise directs) patent registered design or other protection of any nature whatsoever in respect of the inventions in any country throughout the world and, when so obtained or vested, to renew and maintain the same;

14.4.2. to resist any objection or opposition to obtaining, and any petitions or applications for revocation of, any such patent, registered design or other protection;

14.4.3. to bring any proceedings for infringement of any such patent, registered design or other protection;

14.4.4. (the institution) hereby undertakes to indemnify you in respect of all costs, claims and damages, howsoever and wheresoever incurred, in connection with the discharge by you of any and all such requests under 4.1, 4.2 and 4.3.

14.5.

14.5.1. (the institution) acknowledges section 7 and 42 of the Patents Act. In respect of any invention which belongs to (the institution) by virtue of section 39 of the Patents Act, it shall be for (the institution) in the first instance to decide whether to apply for patent or other protection.

14.5.2. In the event that (the institution) decides not to apply for patent or other legal protection you have the right to be notified of that decision as soon as is reasonably practicable thereafter.

14.5.3. If, following such a decision by (the institution) you wish to apply for Patent either yourself or with another you must first inform (the institution) of your intention to do so. Within a reasonable period of time following such notification (the institution) must tell you whether it would object to your proposed application. The sole ground for such objection is that the patenting of the invention will involve or result in the disclosure to third parties of trade secrets or other confidential information belonging to (the institution) and that such disclosure may damage the interests of (the institution).

14.5.4. Where (the institution) objects under 14.5.3 you hereby undertake in consideration of the payment of compensation to be determined under 5.5 below, not to proceed to apply for patent of the invention concerned nor to assist any other person to do so.

14.5.5. The calculation of compensation referred to above shall have regard to those factors set out in section 41 of the Patents Act. In the event that (the institution) cannot agree the amount of compensation, it shall be competent for either you or (the institution) to apply to the President of the Law Society to appoint an arbitrator under the terms of the Arbitration Act, whose decision shall be binding.

15. Confidential Information

15.1. You shall not, except as authorised by (the institution) or required by your duties hereunder, use for your own benefit or gain or divulge to any persons firm company or other organisations whatsoever any confidential information belonging to (the institution) or relating to its affairs or dealings which may come to your knowledge during your employment. This restriction shall cease to apply to any information or knowledge which may subsequently come into the public domain other than by way of unauthorised disclosure.

15.2. All confidential records, documents and other papers (together with any copies or extracts thereof) made or acquired by you in the course of your employment shall be the property of (the institution) and must be returned to it on the termination of your employment.

15.3. Confidential information must be determined in relation to individual employees according to their status, responsibilities and the nature of their duties. However it shall include all information which has been specifically designated as confidential by (the institution) and any information which relates to the commercial and financial activities of (the institution), the unauthorised disclosure of which would embarrass harm or prejudice (the institution). It does not extend to the information already in the public domain, unless such information arrived by unauthorised means.

15.4. Notwithstanding the above (the institution) affirms that academic staff have freedom within the law to question and test received wisdom, and to put forward new ideas and controversial or unpopular opinions, without placing themselves in jeopardy of losing their jobs and privileges they have at (the institution).

16. Copyright

16.1. Subject to the following provisions, (the institution) and you acknowledge sections 11 and 15 of the Copyright, Designs and Patents Act 1988.

16.2. All records, documents and other papers (including copies and summaries thereof) which pertain to the finance and administration of (the institution) and which are made or acquired by you in the course of your employment shall be the property of (the institution). The copyright in all such original records, documents and papers shall at all times belong to (the institution).

16.3. The copyright in any work or design compiled, edited or otherwise brought into existence by you as a scholarly work produced in furtherance of your professional career shall belong to you; 'scholarly work' includes items such as books, contributions to books, articles and conference papers, and shall be construed in the light of the common understanding of the phrase in higher education.

- 16.4. The copyright in any material produced by you for your personal use and reference, including as an aid to teaching, shall belong to you.
- 16.5. However, the copyright in course materials produced by you in the course of your employment for the purposes of the curriculum of a course run by (the institution) and produced, used or disseminated by (the institution) shall belong to (the institution), as well as the outcomes from research specifically funded and supported by (the institution).
- 16.6. The above sub-clauses (16.3 - 16.5) shall apply except where agreement to the contrary is reached by you and (the institution). Where a case arises, or it is thought that a case may arise, where such agreement to the contrary may be necessary, or where it may be expedient to reach a specific agreement as to the application of the above sub-clauses to the particular facts of the case, the matter should be taken up between you and (your Head of Department). By way of example, this sub-clause would apply where any question of assignment of copyright or of joint copyright may arise; other examples and guidance may be contained from time to time in the Staff Handbook.

17. Pension

- 17.1. You are entitled to participate in the Teachers' Superannuation Scheme subject to its terms and conditions from time to time in force. The scheme is contracted out of the State Earnings Related Pension Scheme. Should you choose not to join the Teachers Superannuation Scheme you must join the State pension scheme or take out a personal pension.
- 17.2. You will normally be required to retire at the end of the term during which you reach the age of 65. By mutual agreement your service may be extended.

18. Probationary Period*

- 18.1. The first 12 months of your employment will be a probationary period, during which your suitability for the position to which you have been appointed will be assessed. (The institution) reserves the right to extend your probationary period, if, in its opinion, circumstances so require.
- 18.2. During your probationary period your employment may be terminated by (the institution) on giving one month's written notice.

19. Discipline

Details of the disciplinary rules and procedures are included in the Staff Handbook.

20. Grievance

If you have a grievance relating to your employment you are entitled to make use of the Grievance Procedure which is explained in the Staff Handbook.

21. Termination of Employment

Your appointment shall be terminable, except in the case of probation or dismissal for gross misconduct by your giving the institution two months' notice in writing or by the institution giving you three months' notice in writing.

22. Variation

Agreements reached as a result of national or local negotiations between the employer(s) and the recognised unions shall, after adoption by the Board of Governors, be automatically incorporated into your contract.

This contract may be varied with the agreement of both parties.

* to be included, as appropriate, in accordance with clause 7 of the Agreement