

**UNIVERSITY OF BATH**  
**COLLECTIVE AGREEMENT TO ADDRESS CASUALISATION AND INSECURE**  
**EMPLOYMENT IN THE EDUCATION & RESEARCH JOB FAMILY**

**THIS AGREEMENT** is made and entered into as of 7 March 2023 by and between the University of Bath (hereinafter 'the University') and the University of Bath branch of the University and College Union (hereinafter 'Bath UCU').

**Section 1: General Principles**

1.1 The University and Bath UCU are committed to creating a working environment where employment is as secure and stable as possible for staff.

1.2 The University will implement the jointly agreed actions set out in this agreement and will monitor and review those regularly with UCU in the timeframes agreed in this document to ensure we achieve our shared aims.

1.3 The University and Bath UCU commit to engaging in an ongoing joint working approach that will enable problem solving and continuous improvement of University practice in these areas in a manner sympathetic to the devolved academic culture of the University, while ensuring consistent and equitable treatment of staff across the institution.

1.4 The University reiterates its commitment to provide leadership and to commit sufficient resources to implement the agreed actions with the objective of providing security of employment for staff.

1.5 Both parties recognise that where there have been issues in the past in deploying change in these areas, it has been due in part to the lack of engagement by academics who are also line managers, and so undertake to jointly advocate in support of the measures implemented to achieve the shared aims.

**Section 2: Building on progress to date**

2.1 The University and Bath UCU agree that a number of current commitments are a positive step toward achieving our shared aims. These are:

- 2.1a To systematically move research and teaching staff with at least 4 years' service onto an open-ended contract University practice is to undertake this exercise on a rolling basis.
- 2.1b To ensure that all staff are being fully supported in taking carers' leave (maternity, paternity, shared maternity, and adoption leave) and not being disadvantaged by such periods of absence.
- 2.1c The University commits to undertake to collect the data relating to these activities quarterly, sharing with UCU the numbers and groups of staff transferred to such contracts on a quarterly basis, as set out in Annex A to this agreement.

2.2 Further, as part of the University's commitment to the Concordat to Support the Career Development of Researchers, with its requirements related to security and employment, the University agrees

2.2a to ensure that all research staff have an allocated time of at least 10 days per annum to be used for CPD to help them develop their research profiles, with any compulsory training being provided in addition to these 10 days.

2.2b to ensure that managers and research staff are provided with sufficient time to engage in regular career development discussions. The University has provided access to training for managers to build their ability to discharge their responsibilities in this regard and expect both managers and research staff to conduct proactive and ongoing exercises to schedule protected time to complete these activities. Additional guidance will be provided to support those managers and staff who are unused to such exercises.

2.2c to ensure that research staff are being provided with sufficient time to develop research identity and broader leadership skills. The University has provided access to appropriate training and expects the managers to create a supportive environment for their research staff to develop in this way.

2.2d to ensure that required work commitments do not exceed annual contracted hours or harm the mental health and wellbeing of research staff by managing workloads through the peaks and troughs to ensure this.

The University and Bath UCU commit to ongoing monitoring and consultation regarding paragraphs 2.2 a to d as set out in Annex A to this agreement.

2.3 Additionally, the University commits to making the standard fixed term contract for 2 years or more from 1 August 2023, unless external funding or local circumstances (for example, maternity cover) makes this inappropriate. This will be monitored according to the framework set out in Annex A and include data on contracts being issued, such as numbers, lengths, and types.

2.4 The University approach to the use of Fixed Term Contracts, which incorporates the points made above, can be found included in the recruitment guidance to managers

2.5 Both parties commit to a programme of regular joint review, via a sub-group of JACNC, with a view to both monitoring progress, solving problems and celebrating successes as part of ensuring the full grass roots adoption of the practices above [as set out in Annex A]. The relevant existing policies would be updated based on the agreed findings of this joint review process with the first changes to be made by 31 December 2023.

### **Section 3: Post Graduate Researchers Who Teach**

3.1 The University and Bath UCU agreed to a trial of fractional salaried teaching contracts for postgraduate researchers who teach (eg GTAs) in 2019 at a minimum of 0.1FTE for the duration of the contract. Progress regarding the pilot was impacted somewhat by Covid 19, and both parties agree that it is important to now progress this further as a matter of urgency in order to provide greater job security for these important members of the teaching community at Bath. At this time, it appears that there are two issues that need to be addressed, as result of joint review so far:

- That some departments may not have been offering such contracts as a matter of course to these staff, as the University intended
- That the potential benefits of such contracts were not effectively communicated to and not fully understood by some of the staff who were offered them

3.2 The University commits to offering all Postgraduate Researchers who teach and are being asked to undertake at least 0.1 FTE a fractional salaried post and to work with UCU regarding communication to these staff in preparation for the 2023/4 academic year.

3.3 The University further commits to reviewing the progress being made in this area jointly with UCU every six months in order to ensure these actions are being implemented as set out in Annex A to this agreement as well as (a) working towards the adoption of smaller fractional salaried contracts to cover all teaching work that is not ad-hoc or one-off; and (b) looking at the possibilities for longer duration contracts where appropriate.

3.4 Both parties recognise that other legacy arrangements exist for the engagement of Postgraduate Research students in contributing to teaching. One example of these is students whose PhD stipend contains a commitment to provide teaching. A review of such arrangements will be undertaken jointly by the University and UCU to ensure that, where appropriate, they comply with the principles laid out in this document, with work undertaken being appropriately recognised and compensated. Both parties agreed to support this activity so that is completed by the end of the 2023/4 academic year, with a view to implement any agreed actions at the start of the 2024/5 academic year or earlier if feasible.

3.5 This would move towards the updating of appropriate University policy that impacts on employment of postgraduate researchers who teach on the same basis as set out in paragraph 2.5 of this agreement.

3.6 Regardless of the manner in which the Postgraduate Research student is engaged to teach, both parties agree that work allocation should be consistent with the Universities procedures on work allocation and management, and the subject of separate discussions with UCU.

#### **Section 4: Fractionalisation of Part-time Hourly Paid Lecturers/Teaching Fellows**

4.1 In 2019 the University reiterated its policy that Variable Hours Teaching Fellows whose work has exceeded 0.2FTE (average 1 day per week) over the last two years, and looks to be continuing, should be offered a fractional salaried contract. If this occurs, they will move to the status of Lecturer / Senior Lecturer as described in the 2019 collective agreement between the University of Bath and Bath UCU.

#### **Section 5: Probation, Redundancy and Redeployment**

5.1 The University and Bath UCU agree that an appropriate probation approach for all staff in the E&R job family, regardless of contract type, and clear and consistent policies related to redundancy are important in setting staff up to do well as members of our community at the start of their employment and to ensure employment is maintained as long as viable.



5.2 To this end the University and Bath UCU are committed to jointly reviewing these approaches, with a view to identifying actionable improvement opportunities within twelve months of the date of this agreement.

5.3 The University recognises that more could be done to enable effective resource planning with respect to teaching capacity across departments to avoid the necessity of employing staff in 'gap filling' roles on short fixed-term contracts wherever possible.

5.4 The University and Bath UCU also agree that more can be done to aid the internal redeployment of research and research-related staff through a combination of technical and policy changes so as to improve stability of employment.

5.5 To meet the challenges posed in paras 5.3 and 5.4, the University and Bath UCU will jointly initiate two working parties to determine practical recommendations for changes in our current practices with an aim of reporting by December 2023 with a view to implementing agreed recommendations by February 2024, with related policies being updated as agreed between the University and Bath UCU during academic year 2023/24

## **Section 6: The pressures of the external environment on resourcing and job security**

6.1 The University and Bath UCU have committed themselves to addressing issues of casual and insecure employment. The University and Bath UCU recognise that the pressures placed on job security by funding bodies are a reality of the sector. However, both agree that there is scope to test breaking the connection of an individual job to a specific piece of grant funding. To this end, two or more pilots are to be initiated in the 2022/23 academic year with large research groups to test the feasibility of a pooled resourcing model including transfer of staff to open-ended contracts. These pilots will be subject to periodic joint review during the 2022/3 academic year onward, examining the potential to first expand the pilot during the 2023/4 academic year, with a view to roll-out across the University from the academic year 2024/25 should the pilots jointly be deemed successful.

## **Section 7: Resourcing**

7.1 The University and Bath UCU recognise that the work and timescales set out in this agreement are ambitious and will require focus. To this end both the University and Bath UCU will prioritise their commitments in order to ensure that the shared objectives in this agreement will be met. In addition, UCU release time will be maintained at the enhanced level agreed in response to the pandemic for the first twelve months of this agreement, with a review at the end of this period regarding the necessity of maintaining this level.

## **Section 8: Joint Communication and Monitoring**

8.1 Both the University and Bath UCU agree to coordinate communication activity to launch this agreement, undertaking joint communication activities as appropriate at University, Faculty and School levels.

8.2 Both parties further agree to actively monitor the implementation of this Agreement through the JACNC.

**Signed for the University of Bath, 7 March 2023**

A. H. White

Professor Ian White, Vice-Chancellor and President, University of Bath

**Signed for the University and College Union, 7 March 2023**

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Dr David Moon, Branch President, UCU

## Annex A – Review Mechanisms [para 2.5]

Area	Frequency <sup>1</sup>	Forum	Inputs
move research and teaching staff with at least 4 years' service onto a permanent contract [para 2.1a]	Quarterly until Aug 2025	Joint Review meeting	HRMI report
all research staff are provided with a minimum of 10 days for CPD to help them develop their research profiles. [para 2.2a]	Annual until Aug 2025	Joint Review meeting	Review of CPD Logs [to be designed/deployed in run up to first review]  CEDARS [every other year] – alternative culture survey in off years  Focus Groups [annual]
managers and research staff are provided with sufficient time to engage in regular career development discussions [para 2.2b]	Annual until Aug 2025	Joint Review meeting	CEDARS [every other year] – alternative culture survey in off years  Focus Groups [annual]
research staff are being provided with sufficient time to develop research identity and broader leadership skills [para 2.2c]	Annual until Aug 2025	Joint Review meeting	CEDARS [every other year] – alternative culture survey in off years  Focus Group [annual]
workloads are not detrimental to the mental health and wellbeing of research staff [para 2.2d]	Annual until Aug 2025	Joint Review meeting	Work and Wellbeing Survey [3x per year]  Absence rate data for Stress and Mental Health
all staff are being fully supported in taking carers leave (maternity, paternity, shared maternity, and adoption leave) and not being disadvantaged by such periods of absence [para 2.1b]	Annual until Aug 2025	Joint Review meeting	Focus groups [annual]  HRMI reports [annual]
Implementation of contracts of employment for post graduate researchers who teach [para 3.3]	Six-monthly until August 2025	Joint Review Meeting	HRMI reports  Teaching resourcing data from Departments [I am assuming we can gather this]

<sup>1</sup> End date indicates the expectation that after three years of monitoring the practices should be understood as embedded by all parties. May end or be extended sooner by mutual consent.