VISITING LECTURER POLICY

Effective from 1 September 2009
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VISITING LECTURER POLICY
Effective 1st September 2009

1. Scope

1.1 City University engages a range of Visiting Lecturers on an hourly paid basis who fall into two main categories: Hourly Paid Lecturers (HPLs) who teach on undergraduate, postgraduate and other university courses in the same way as full or part-time salaried academic staff but who, for specific reasons, are employed on an hourly basis; and Guest/Special Lecturers who are typically current practitioners who provide very specialist lectures based on their professional or academic expertise.

1.2 City University employs Hourly Paid Lecturers to broaden the subject offering and to provide appropriately qualified cover for other staff.

1.3 City University engages Guest/Special Lecturers to enrich the student learning experience by providing practical and/or highly specialist inputs into student programmes, particularly professional programmes.

1.4 Whilst mainstream undergraduate and postgraduate teaching will normally be undertaken by fractional and full-time staff with a broad academic role that includes involvement in research, student support and administration, visiting lecturers play a very important role in teaching teams.

1.5 The aim of this policy is to set out the circumstances when Hourly Paid Lecturers will be employed; to set out the terms under which they will be employed; and to describe the procedures for converting HPLs to salaried academic appointments.

1.6 The policy also sets out the arrangements for engaging Guest/Special Lecturers.

1.7 Nothing in this policy overrides an individual’s statutory employment rights.

2. Definition of HPLs

2.1 Hourly Paid Lecturers offer subject specific teaching (including lecturing, tutoring or demonstrating) on undergraduate, postgraduate and other university programmes.

2.2 They are required to be in attendance for their teaching, which is typically in term-time, and any additional requirements, such as attendance at meetings or additional student tutorials or extra responsibilities such as the administration of a course etc, will be specified in their contract.

2.3 HPLS are paid for an agreed number of hours to take into account their teaching; preparation and assessment associated with their teaching; and, where appropriate, other agreed activities.
2.4 They are not normally involved in the normal range of academic activities beyond teaching (eg student administration, research or external activities) although they are expected to maintain currency in their subject area.

2.5 An HPL will not be required to teach more than 5 class contact hours in any one day or more than 18 hours in any one week unless by mutual agreement.

3. **Pay Determination**

3.1 Each HPL will be engaged under a contract which will make clear the work they are required to undertake, the grade associated with this work, the hourly rate of pay and the hours for which they will be paid.

3.2 The contract will set out the hours of preparation, marking, meetings etc that will be paid. There will be no requirement, implicit or explicit, for any work to be undertaken other than that contracted for.

3.3 Hourly rates of pay for HPLs will be determined on the basis of the comparable fulltime equivalent annual salary appropriate to the grade of work. (See Annex A for calculation of hourly pay rates.

3.4 For normal teaching on formal undergraduate and postgraduate programmes, grade 6 will be the minimum grade.

3.5 Grade 5 might be the appropriate grade for certain teaching activities but a formal matching process will be required before any HPL can be graded below grade 6.

3.6 Each HPL is contracted for a number of hours of teaching together with time required for preparation and assessment. It is normal for a lecturer teaching on a formal undergraduate or postgraduate programme to be paid an additional 1.5 hours in recognition of the preparation and marking associated with each hour of teaching so that each hour of teaching will be paid at 2.5 x the appropriate hourly rate.

3.7 It is recognised that this weighting given for preparation and marking is nominal and reflects broad expectations of activity. The actual time devoted to marking and preparation may vary at different times of the academic cycle and may vary where courses are new or are established. Weightings represent an expected workload over a period of time.

3.8 Notwithstanding the above statement, depending on the complexity of the subject matter or the size of class and therefore marking load, the overall amount of time credited for preparation etc might be higher than the 2.5 weighting. Schools will establish guidelines on where more than 1.5 hours of associated work for each hour of teaching is required, to ensure consistency, within the context of broad guidance agreed between the University and UCU.

3.9 Exceptionally, a weighting of less than 2.5 might be appropriate, for example, where there is repeat teaching of the same lecture in the same period to different student cohorts. Additionally, other types of teaching which involve less preparation and/or associated activity than is required for teaching on undergraduate and postgraduate programmes may also attract a smaller weighting. Schools will establish guidelines on where less than
1.5 hours of associated work for each hour of teaching is required, to ensure consistency, within the context of broad guidance agreed between the University and UCU.

3.10 Non-teaching activities which are not included in the weighting for teaching (e.g. attendance at course meetings, examination boards or marking, where this is contracted for separately from teaching) will be paid at the basic full-time equivalent hourly rate.

3.11 Some types of teaching may be paid at Senior Lecturer or Professorial grades or may be paid above the appropriate Framework hourly rate for justified market reasons.

3.12 In all cases, the full amount of paid time, including teaching hours and any time for preparation and marking and non teaching hours for meetings etc, must be agreed between the HPL and the line manager and included in the contract before the work commences. Any subsequent amendments will be with prior joint agreement.

3.13 The salary point to be paid within the grade range to new staff will be determined based on the experience of the hourly paid lecturer on the same basis as for full-time staff.

3.14 If an hourly paid lecturer is employed for more than one year, they will be eligible for an incremental increase to the next salary point, unless they are already at the top of, or beyond the top of, the appropriate Framework grade. Unless otherwise notified and where applicable, the normal increment date is fixed at 1st August each year. Unless appointed to the maximum of the scale or a variation is indicated in the letter of appointment, new members commencing with the University after 30th April will be eligible to receive their first normal increment on 1st August in the following calendar year.

3.15 HPLs who reach the top of Grade 6 will be eligible to apply for discretionary points on that Grade through the normal appraisal process.

3.16 Where the work undertaken is equivalent to salaried academic staff, those HPLs who have progressed to the top of Grade 6 will be eligible to progress into Grade 7 in accordance with arrangements for salaried academic staff.

3.17 In the absence of such a salaried comparator, an HPL may seek progression to Grade 7 through a formal job matching process.

4. **Terms and Conditions of Employment**

4.1 All HPLs will serve a probationary period of one year, which will be set out in their contract. In exceptional circumstances, this may be extended, in accordance with the University’s probationary arrangements for academic staff.

4.2 They will be subject to appraisal and teaching observation arrangements in place within their school.

4.3 HPLs are subject to the disciplinary, poor performance, medical incapacity and redundancy arrangements that apply to other University academic staff and have access to the University’s grievance procedure.

4.4 All HPLs are to be treated no less favourably than other University staff in respect of holiday pay, absence arrangements and pension provisions.
4.5 HPLs will be eligible for reasonable access to office facilities (including storage, access to a desk, telephone and pigeon hole), library facilities and University IT facilities, including an e-mail account.

4.6 HPLs can access University staff development activities by applying for staff development support through normal School processes and are encouraged to participate in University governance arrangements. Attendance at staff development activities and participation in University committees will be paid at the basic hourly rate subject to the prior approval of the head of department.

5. **Appointment Processes**

5.1 Normal University advertising and competitive processes for appointments will be followed in the recruitment of HPLs.

5.2 However, a Dean of School may authorise a direct appointment where this can be justified, such as:
   a) to make an appointment where the requirements of the job are so specialist that there is only likely to be one suitable candidate or an extremely small field of suitable candidates;
   b) to give postgraduate students opportunities to gain teaching experience;
   c) to provide hours where there are current HPLs with the appropriate subject knowledge and evidenced teaching skills who might otherwise face a reduction in hours;
   d) where additional hours can be provided to a current HPL who is likely to be the only suitable candidate
   e) Exceptionally, where it is a matter of significant urgency to provide very short term cover for other staff.

6. **HPLs on Fixed Term Contracts**

6.1 The employment of an HPL rather than a fractional or full time academic must be objectively justified.

6.2 Likewise, employment on a fixed term basis rather than a permanent basis must be objectively justified. This point applies to all staff groups within the University. (See University procedures for the employment of fixed term staff.) Where there is no justification for a fixed term appointment, the appointment will be on a permanent basis.

6.3 The reasons for the fixed term nature of the appointment and the duration of the contract in such circumstances must be explicit. If the contract is extended or a new contract is offered, the reasons and duration must, again, be explicit.

6.4 Where an HPL is employed on a fixed term basis or a continuous sequence of fixed term contracts and the requirement for the activity ceases, the University will seek, with the employee, to identify suitable alternative employment with the University.
6.5 If there is no suitable alternative employment, the fixed term contract will expire and the employment will terminate. Where appropriate, the University’s redundancy procedures will apply.

6.6 Postgraduate students may be employed as HPLs. However, where a postgraduate student is offered hourly paid teaching in conjunction with a predetermined period of postgraduate study, at the end of that programme of study the teaching may be reallocated to another student. In these circumstances, suitable alternative employment may still be pursued but the contract may specify that the redundancy procedure is not appropriate.

6.7 Where an HPL at the end of a fixed term contract is offered a new contract on reduced hours, the University will also seek, with the employee, to identify suitable alternative employment that will provide additional hours.

6.8 Where an HPL has been employed on a continuous sequence of contracts for four years or more, in the absence of objective justification for the use of a fixed term contract given at the time the contract was issued, the HPL will be entitled for permanent employment status.

7. **HPLs Employed on a Permanent Basis**

7.1 HPLs appointed on a permanent basis will be contracted to work a specified number of hours per year.

7.2 Where additional hours over those in the permanent contract are agreed in any one year, appropriate additional payments will be made. Where there are partial reductions in the teaching or other paid activities required of such a permanently employed HPL and alternative hours are not offered by the University during the academic year, a compensation payment, equivalent to a proportionate redundancy payment under the University redundancy scheme for the hours lost, will be appropriate and advice should be sought from the appropriate School HR representative.

8. **Termination Arrangements for HPLs on Permanent Contracts**

8.1 The following clauses must be read in conjunction with University guidelines for dealing with redundancies.

8.2 Where there is a rationalisation of a course portfolio on which permanently employed HPLs teach and where there is a reduction needed in teaching hours, then the following principles will apply:

8.3 Where the permanent HPL teaches a specialist module that is no longer required, other staff will not be affected other than where there might be circumstances in which volunteers for redundancy are sought in adjacent module areas to which the permanent HPL could be transferred to avoid the need for compulsory redundancy.
8.4 Where a particular module taught by an permanent HPL is no longer required, but this module is interchangeable with those taught by other members of academic staff, all those staff may form a pool from which volunteers for redundancy might be sought; UCU will be consulted.

8.5 The University will not permit the transfer of work from a permanent HPL to other academic staff where this causes the HPL to be potentially redundant, other than where the HPL has resigned for independent reasons, unless there are justifiable objective grounds.

9. **Consideration for Fractional or Full Time Salaried Employment**

9.1 HPLs may apply for vacant salaried academic posts through normal University procedures.

9.2 However, an HPL may be considered for conversion to fractional or full time academic status, whether they are on a fixed term or permanent contract, where it has been agreed through the appraisal process or by direct discussions with their head of department that they might enhance their role.

9.3 In these circumstances, they will be required to fulfil a full academic role as set out in the role profile for academic staff. [Note: At the time of agreeing this policy, Role Profiles had not been finalised. RATE criteria will be used until there is agreement on Role Profiles.]

9.4 Fractional lecturers are expected, on a proportionate basis, to attend meetings, student events etc and to contribute to course administration; and, normally, to undertake research/scholarship and/or external consultancy.

9.5 Those applying for fractional (or, indeed, full time) status do so on the understanding that, unlike the arrangements for HPLs, they are expected to be available to students on particular days of the week and available all year round other than those days on which they have booked leave or when the University is closed, in accordance with School guidelines. However, there is a significant expectation of self-management of time.

9.6 Applicants for fractional status must declare all other employment relationships and teaching engagements to ensure there are no conflicts of interest.

9.7 The overall working week of the fractional appointment must not cause undue pressures or contravene working time regulations.

9.8 An HPL with a full time post elsewhere is unlikely to be eligible for fractional employment with the University.

9.9 Applications for conversion to fractional or full time employment status may be initiated by a Head of Department or an HPL but both shall attempt to reach agreement that conversion appears appropriate and that the HPL can fulfil the expectations of a fractional or full time academic post. A written submission should be made by the Head of Department to the Dean of School. If an HPL’s application for conversion is not supported by the Head of Department, the HPL may make a written submission direct to the Dean of School.
9.10 Applications should provide evidence of duties undertaken and the time spent on each area on an annual basis.

9.11 Where a Dean of School does not believe conversion to fractional or full time status is appropriate, the HPL and Head of Department will be given the justification for this decision in writing.

9.12 Where an HPL is dissatisfied with this decision, the HPL may appeal to a panel consisting of a Dean (or nominee) of another School, a member of academic staff from another school (from a list drawn up by Senate), and a member of the HR department. No panel members will be in the same School as the HPL and care will be taken to avoid any conflicts of interest.

9.13 If, following the above process, it is determined that the range of activities for which the University will continue to engage the HPL will not justify a future conversion to a fractional or full time appointment, this must be made clear to the HPL. However, the HPL is not prohibited from applying again for fractional or full time status if circumstances change.

9.14 Where an application for fractional or full time status is successful, the arrangements in the following section will apply.

10. **Calculation of Appropriate Fractional Contract for HPLs**

10.1 Any application for conversion from HPL to fractional status will set out what hours are worked on an annual basis, to include teaching hours, preparation and other activities within the Academic Role Profile. These will be assessed against a nominal academic working year of 1613.20 hours in order to determine the appropriate proportion of a full time contract that should be offered.

10.2 It is likely that the HPL who is being accepted for fractional status will have been expected to undertake a range of other duties beyond teaching and that a figure of 200 - 250 hours teaching per year might be usual for a member of staff being considered for a .5 contract. However, this will depend on the other activities on which the HPL has been engaged.

10.3 Following conversion to fractional status, the member of staff will agree the balance of their workload, including research activities, for future years in accordance with workload arrangements and norms within their school.

10.4 It would be exceptional for an HPL to be employed on less than 0.2 fte. This would be equivalent to a day per week throughout the year or, exceptionally, more than one day per week during term time only.

10.5 Conversion to fractional or full time status does not in itself impact on the duration of employment and will not automatically give permanent employment to an HPL on a fixed term contract. However, the University will be expected to provide objective justification for the use of a fixed term contract at the point when the contract is issued.
11. **Arrangements for Guest/Special Lecturers**

11.1 Guest Lecturers provide very occasional, specialist lectures on a fixed fee per lecture basis and Special Lecturers provide a specialist series of lectures, based on their professional or academic expertise.

11.2 Guest and Special Lecturers are normally practitioners in their specialist professional or academic activity outside City University.

11.3 Fees for Guest/Special Lecturers are agreed between the University and the lecturer. For Special Lecturers, the fees must be justifiable by means of reference to Framework hourly pay rates with any market enhancement clearly recorded. There is no eligibility for annual increments.

11.4 Exceptionally, Guest and Special Lecturers may be engaged who are already employed by a company or other organisation and the contract for their services is with that other company or organisation. In such cases, payments are made on an invoice basis.

11.5 The contract will set out the activities required. There will be no requirement, implicit or explicit, for any work to be undertaken other than that contracted for.

11.6 Guest/Special Lecturers may be directly engaged because of their personal reputation rather than appointed through a competitive process.

11.7 Whilst Guest/Special Lecturers may be engaged to teach/present on a number of separate occasions, there will be no continuity of employment.

12. **Visiting Lecturers on Multiple Contracts**

12.1 There will be visiting lecturers who are engaged in more than one capacity at City University. They may have contracts in more than one School; or they may be a full time or fractional employee in one School and be engaged as an HPL or Guest or Special Lecturer in another School.

12.2 In those circumstances, arrangements described in this document will apply but advice from HR must be sought on issues such as continuity of service, terminations and reductions in hours, which may need to be determined on a case by case basis.

*Ms Henrietta Royle*
Chair,
Management Negotiating Committee

*Mr John Saunders,*
President,
City University UCU Branch

Date: .................................................. Date: ..................................................
VISITING LECTURER ASSIMILATION AGREEMENT (January to October 2009)
This Document must be read in conjunction with the Visiting Lecturer Policy Effective 1 September 2009

1. Review of Current Visiting Lecturers

1.1 All Visiting Lecturers employed during 2008/9 will be assessed by a School Panel consisting of the Dean, the school chief operating officer, the HRBP and appropriate heads of Department.

1.2 The Panel will determine whether the Visiting Lecturer meets the criteria for an Hourly Paid Lecturer or a Guest or Special Lecturer, dependant on the nature of their engagement and the type of teaching they undertake. See the Visiting Lecturer Policy.

2. Hourly Paid Lecturers – Pay Assimilation to Framework

2.1 The pay arrangements for HPLs under their 2008/9 contract will be compared with the appropriate pay arrangements under the Framework pay agreement.

2.2 Hourly rates of pay for HPLs will be determined on the basis of the comparable fulltime equivalent annual salary appropriate to the grade of work. (See Annex A for calculation of hourly pay rates.

2.3 The grade of the work, and thus the hourly pay rate, will be determined in accordance with the Visiting Lecturer Policy

2.4 The number of hours to be paid for each hour of teaching (the 'weighting' applied) will be determined in accordance with the Visiting Lecturer Policy.

2.5 It is expected that Panels will apply consistent approaches to HPLs across the School in determining under what circumstances different weightings might be applied.

2.6 The full amount of time that should be paid, including teaching hours and any time for preparation and marking, and any non teaching hours for meetings etc, must be determined by the Panel for each HPL.

2.7 Where the overall payments due under the HPL’s contract(s) for 2008/9 are above those they could expect under the Panel’s calculation, no further action will be taken at this time. However, any contract offered to the HPL from 2009/10 must make clear the basis upon which their pay is calculated (see above and the Visiting Lecturer Policy effective from September 2009).
2.8 Where the overall payments under the HPL’s contract for 2008/9 are below those they could expect under the Panel’s calculation, their pay will be appropriately adjusted with effect from 1 September 2008 in accordance with Framework assimilation rules. In these circumstances, where the HPL was also employed in 2006/7 or 2007/8, the Panel will also calculate what overall payments for the year they might have expected under the above calculation. Where this would have been more than the overall payments for the year actually paid, appropriate backpayments will be made.

3. **Guest/Special Lecturers – Pay Review**

3.1 The Panel will compare the fees paid to Guest/Special Lecturers under their 2008/9 contract(s) with the appropriate pay arrangements under the Framework pay agreement for a full time academic undertaking comparable work, which might include senior lecturer or professorial level work, and may include market adjustments, in order to review the payments made.

3.2 Whilst fees for Guest/Special Lecturers are agreed between the University and the lecturer on an individual basis, where in 2008/9 the total fees for the year would be less than that determined as a result of the comparison with Framework rates, appropriate adjustments will be made in accordance with the arrangement for HPLs, above.

4. **Conversion from Hourly Paid to Salaried Academic Employment**

4.1 Hourly Paid Lecturers employed during 2008/9 may be considered for fractional employment where they are required to undertake the range of academic activities beyond teaching and related preparation and assessment and where they are fulfilling a full academic role, as set out in the role profile for academic staff (RATE criteria will be used until there is agreement on role profiles).

4.2 The requirements for salaried academic status and the obligations on those who change their status are set out in the Visiting Lecturer Agreement Effective 1st September 2009.

4.3 Applications for conversion to fractional or full time employment status may be initiated by a Head of Department or an HPL but both must agree that conversion appears appropriate and that the HPL can fulfil the expectations of a fractional academic post. A written submission, jointly endorsed, should be made to the School Panel.

4.4 All applications should provide evidence of duties undertaken and the time spent on each area on an annual basis.

4.5 Applications may be prospective (eg to be effective from a determined future date) or retrospective.

4.6 Where a retrospective application is being considered and particular activities have not been required of an HPL in connection with his/her teaching schedule but are included in their submitted list of duties undertaken, the direct relevance of these activities to the teaching of the HPL and their benefit to the University must be identified; and evidence of the activities, their relevance and their benefits must be provided.
4.7 Where the HPL is employed at another institution(s), the activities that they are asking to be taken into consideration in determining fractional status at City University must not be part of their contracted workload for the other institution(s).

4.8 Where an HPL’s application for conversion is not supported by the Head of Department, the HPL may make a written submission direct to the Panel.

4.9 Where the Panel accepts an application for salaried academic status, the fraction to be offered is as per the guidelines in the Visiting Lecturer Policy.

4.10 Arrangements for agreeing future workload and duties are as set out in the Visiting Lecturer Policy.

4.11 Where the Panel does not believe conversion to fractional or full time status is appropriate, the HPL and Head of Department will be given the justification for this decision in writing.

4.12 Where an HPL is dissatisfied with this decision, the HPL may appeal to an appeal panel consisting of a Dean (or nominee) of another School, a member of academic staff from another school (from a list drawn up by Senate), and a member of the HR department. No panel members will be in the same School as the HPL and care will be taken to avoid any conflicts of interest.

4.13 If, following the above process, it is determined that the range of activities for which the University will continue to engage the HPL will not justify a future conversion to a fractional or full time appointment, this must be made clear to the HPL. However, the HPL is not prohibited from applying again for fractional or full time status if circumstances change.

5. **Consideration for a Permanent Contract**

5.1 The School Panel looking at Pay Assimilation will also review whether the HPL should be on a permanent contract or whether there are objective reasons to justify continuance of a fixed term contract, particularly where the HPL has been employed on a continuous sequence of contracts for four years or more.

5.2 If an HPL has been converted to fractional or full time status through the process described above, this does not in itself impact on the duration of employment and will not automatically give permanent employment to an HPL on a fixed term contract. However, the University would be expected to provide objective justification for the use of a fixed term contract at the point when the contract is issued.
Base HPL Rates

To view the current base rates in place for HPLs please click here.