



# **Anti-Casualisation Toolkit (draft)**

# Contracts

What type of contract do your hourly paid lecturers work under – Zero Hour or Variable Hour ‘Permanent Contracts’ or Fixed Term contracts?

What proportion of the work at your institution is carried out by hourly paid staff? – does the situation vary depending on department / faculty?

Do HPLs at your institution carry out the same or broadly similar duties as permanent ‘Main Grade’ staff?

What action has your branch taken to represent HPLs – either collective action or individual representation?

Zero Hour contract	Variable Hour Contract
Contracts which make no guarantee of working hours but provide for the employer to offer work 'as and when'.  Hours of work may fluctuate widely.  No guaranteed income.	Contracts which guarantee a minimum number of hours' work with the option of the employer offering additional hours on an 'as and when' basis.  Minimum guaranteed income.

Permanent Contract	Fixed Term Contract
A contract which is of unlimited duration. These contracts may be lawfully terminated in various circumstances, including resignation, retirement, ill-health, gross misconduct and redundancy.	A contract which ends on a particular date, after a certain event or on completion of a specified task.  Failing to renew a fixed-term contract can be considered to be a dismissal.

# How to represent a case for fractionalisation

## Step One

Find an HPL member who fits these criteria:

- 4 or more years continuous service
- Regular historic patterns of work (ie taught similar types of courses continuously for 4 or more years)
- Doing same up similar duties to a permanent 'Main Grade' comparator – same department preferably
- On a zero/ variable hour contract
- Up for a fight

## Step Two

Approach line manager – ask them to request permanent or 'Main Grade' contracts for these HPLs

Or go to HR – need to gain a definitive 'no' from HR otherwise they can kick it in to the long grass with reviews.

## Step Three

Try to negotiate

Case you need to make:

- HPL is doing the same work as MGL
- Regular historic patterns of work
- Contract is Fixed Term (if a Zero Hour contract)

# Case Study One: Report from a anti-casualisation case in FE

## HPLs at HCC

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### 1. The use of Zero Hour contracts at HCC

Hourly Paid Lecturers (HPL) at HCC are employed under a variable hour 'Permanent' Contract. In addition, they are issued with termly contracts by their line managers. As academic courses at HCC usually run for a year, HPLs can be fairly sure of their contract being renewed for the Spring and Summer term. However, at the end of the academic year, there is less certainty, especially in the context of funding cuts. Main Grade Lecturers (MGLs) at HCC have always been prioritised for available teaching hours, leaving HPLs more vulnerable to loss of work (HPL work is varied to mitigate MGL redundancies). When MGL redundancies are seen to be unavoidable (ie there are not enough HPL hours to mitigate MGL losses), departmental MGL staff are pooled for competitive selection at the end of the academic year. HPLs have not been included in this process. The result of this situation is that HPLs can lose all or the majority of their work in the new academic year without receiving redundancy compensation. When pressed, managers claim that they would rather wait a few months after the beginning of the year to see 'what work turns up' rather than making those on zero hours redundant.

Although fewer duties are listed in the HPL contract and job descriptions, the reality is that HPLs carry out exactly the same duties as an MGL.

At HCC there are a dwindling number of 'long-term' HPLs with roughly 85% of the teaching carried out by MGLs. However, many of the remaining long term HPLs have worked continuously on zero hour contracts for many years.

### 2. Less favourable treatment between MGLs and HPLs

- **Pay differential:** HPL pay is approx. £25 per hour, so if working full time an HPL would earn approx. £22,000. This is calculated on point 2 of the unqualified pay scale. This compares less favourably to MGLs who earn between £26,130 and £38,043 (qualified).

- **No reward for experience:** HPL pay is fixed whereas MGLs move up a pay spine
- **Pension contributions:** Because of the significant difference in pay, HPLs accrue a much smaller pension.
- **Salary insecurity:** HPLs can experience extreme variations in their pay as a result of timetable changes throughout and between academic years. These changes can be significant and are sometimes implemented with very little notice. MGLs are not subject to these fluctuations.
- **Loss of work:** Timetabling managers are instructed to prioritise MGLs for allocation of teaching hours. This means that HPLs are, by default, prioritised for redundancy.
- **Lack of access to redundancy procedures and pay:** The zero hour contract apparently allows for an HPL to be on zero hours, yet still a retained member of staff, ineligible for redundancy, despite a redundancy clause in the HPL contract.
- **Timetable allocation:** HPLs are timetabled after their MGL colleagues. In our experience, they are therefore prone to be allocated non-mainstream courses such as community, evening or short-courses. Despite contractual requirements to the contrary, hourly paid PT work schedules are often not determined by the end of the academic year.

### 3. Misuse of zero hour contracts

On examination of the HPL contract at HCC, it would appear that an appropriate use of this would be to employ staff who wish to work on an 'as and when' basis to cover staff sickness, much like bank nursing staff or agency teachers. A Fixed Term contract would be appropriate for maternity cover or the staffing of unpredicted, last minute short courses. However, the reality is that the Zero Hour contract is used to staff long-term, consistently funded courses, as well as less predictable requirements such as the examples above. It would appear that the HPL contract is used as a means to:

- Cover sickness
- Cover maternity
- Staff courses which open mid-year due to unpredicted extra funding or a student recruitment drive
- Staff mainstream, long-term courses at a much cheaper rate
- Deal with fluctuating funding and student numbers without having to resort to expensive MGL redundancies
- Try out new teachers

### 4. Case Study

Member Y has been an HPL at HCC for 12 years. She teaches in a department which is staffed by 27 Permanent and 4 Hourly Paid staff. For the last six years, her employment has been substantive and consistent, with very little variation in terms of hours and types of courses taught (average 0.7 FTE). The majority of her contracted hours (as opposed to sick cover and summer school work) have been to teach courses funded by the Adult Skills Agency in exactly the same way as her MGL colleagues. This funding and therefore staffing requirement is determined in advance, usually in March for the next academic year.

In June 2011 there was a redundancy pool in Member Y's department, which she was not included in. There were zero FTE redundancies amongst the MGLs, but unlike in previous years, Member Y's teaching hours for 2011-12 were not determined by the end of the 2010-2011 academic year.

In August 2011, Member Y was not timetabled for any teaching, nor was she contacted by HR to notify her of redundancy.

It was not until the end of November 2011 that Member Y was given notice of redundancy. This delay, with no contact from HR, meant that Member Y was unable to find alternative employment until the end of the year.

Issue	Employer's position	Union response
<b>Breach of contract</b>	The HPL contract allows the employer to vary the HPL's working hours to zero. Hours could not be allocated at the beginning of the academic year 2011-12 until the college had undertaken a review of staffing.	<p>Cessation of salary without notice.</p> <p>Didn't receive 6 months' notice in writing (express contractual term) and didn't receive normal salary during period of notice of termination (express contractual term).</p> <p>No statutory redundancy – Statutory term of contract</p> <p>There is an explicit contractual term that notice should be given 6 months prior to work ending and that Member Y should have received work with normal salary for 6 months OR in Sept, notice should have been given with 6 months' pay in lieu of notice plus statutory. In actuality, Member Y was given neither notice nor work.</p> <p>The employer applied the redundancy clause after a three month delay, contrary to a reasonable interpretation of this clause, which would be that it is applied on or in advance of loss of work. Since funding is determined in advance, the college staffing requirements are known before the beginning of the academic year. The employer's claim that it didn't know staffing requirements until three months after the beginning of term therefore doesn't stand up to scrutiny. Before the end of academic year 2010-11, member Y's line manager informed UCU that there would be no HPL work in August 2011.</p> <p>In addition, Member Y's historical employment patterns show that her hours barely varied over an extended period of time. It has been custom and practice to offer substantive teaching from one year to the next. We can therefore argue that there is an implied contractual term relating to the continuation of employment.</p>
<b>Unfair selection for redundancy</b>	Selection for redundancy is on the basis of MGLs being timetabled first.	The union agrees with the employer – Member Y was selected for redundancy on the basis of her contract type. This is unfair as she was singled out for redundancy amongst staff who carry out broadly the same duties, subject to the same funding stream, and that since those duties continue, MGLs and HPLs should have been pooled together.
<b>Lack of consultation</b>	Consultation in the form of a letter to HPLs warning that there may be reductions in hours and collective consultation with UCU.	<p>No individual consultation until notice of redundancy at the end of November.</p> <p>No collective consultation initiated by employer – at no point was the HPL issue on the employer's agenda. UCU raised loss of HPL work in Joint Negotiating Meetings.</p>
<b>Is the HPL contract a Fixed Term contract?</b>	The HPL contract is permanent, not fixed.	<p>A fixed term contract is a contract of employment that under its provisions determine how it will terminate in the normal course. Termination occurs</p> <ol style="list-style-type: none"> <li>a) On the expiry of a specific term</li> <li>b) On the completion of a particular task</li> <li>c) On the occurrence or non-occurrence of any other specific event (other than retirement)</li> </ol> <p>The HPL contract could be defined as fixed under point C because it is implicit that there is no continuation of work after the end of term, and especially at the end of the year – this being the occurrence of a specific event. Since there is no reference to minimum employment / teaching hours in the contract, this implies that on the expiry of each termly contract, employment would revert to a default of zero hours and therefore cessation of salary and employment.</p> <p>There is an intrinsic lack of the guarantee of future work in the VT contract and this is a determining characteristic of a fixed term contract.</p>

<p><b>Has there been less favourable treatment?</b></p>	<p>No because HPLs are on different types of contracts and do different work. They are not comparable employees.</p>	<p>HPLs may be on different types of contracts in terms of fixed/permanent, but they do exactly the same work. In fact, in all respects, except for the allocation of working hours, the two contracts are operationally identical. It is not only the wording of a contract that defines it, but its operation. House of Lords ruling (see point 11) related to a claim of less favourable treatment of part-time workers. The ruling held that retained part-time fire-fighters were on the same type of contract as their full-time colleagues – and that a contract couldn't be treated as being different just because it contained different terms. The ruling also held that although Full-timers may carry out extra tasks, the two would be considered broadly similar if both were engaged in the core business of the enterprise. See point 2 above for areas of less favourable treatment.</p>
<p><b>Is there justification in treating HPLs less favourably?</b></p>	<p>The employer is justified in treating HPLs less favourably for operation and economic reasons. Fluctuations in funding and student numbers necessitate the use of staff on variable hours.</p>	<p>The employer has several months' advance notice of funding. There are fluctuations – unexpected funding allocations, impromptu decisions to recruit students, run short courses, summer schools etc. However, these are the exceptions to the norm. Historically, the vast majority of Member Y's work has been to teach courses which are subject to the same funding stream as MGLs. These courses are not dependent on short term funding . To argue justification of Member Y's contract therefore, the employer would need to explain why all the other departmental staff weren't employed under similar terms. We would ask the employer to show that, had it granted Member Y a permanent contract, it would have been unable to carry out its normal business and run the courses that Member Y delivered. In order to justify the serial, long-term use of the HPL contract, the employer would need to show that the necessity to employ Member Y in such a way outweighs the disadvantages that Member Y experienced as a result. In fact the disadvantages to Member Y outweigh any operational benefits. These are minimal due to the fact that more than 90% of Member Y's work over the last 12 years has been long-term and planned in advance, not the less predictable work that the employer cites as justification. The employer has applied a blanket policy to the use of HPLs. There has never been an individual review as to whether the funding of Member Y's work is short-term, long-term or likely to be renewed. The employer's responses to UCU suggest that it automatically considers all HPLs to be ineligible to equal treatment and thus does not consider concrete factors pertaining to individual cases (see ECJ Del Cerro case in point 9).  Economic reasons? Is this a justification in itself? According to the Ball case (see point 9), no – mainly because redundancy procedures would apply in situations where there is a reduction in funding, ie there is no obligation to retain staff indefinitely where there is an economic justification to make redundancies.</p>
<p><b>Less favourable treatment of part-time workers</b></p>	<p>Selection for redundancy is not on the basis of Member Y's part time status. Fractional staff, who are also part time were not selected.</p>	<p>All HPLs are part-time, therefore part-time staff are inherently and disproportionately vulnerable to the less favourable treatment listed in point 2 above.</p>





## 5. Case study resolution

The employer settled. Member Y agreed to a payment of a proportion of what she would have earned during the three months she was out of work, and negotiated a 0.5 Main Grade Lecturer, permanent contract to take effect a week after signing the compromise agreement.

6. During these negotiations, the employer maintained that the zero hour contract, as used to employ HPLs in FE colleges, is a nationally agreed contract.

**The way forward**

### at HCC?

After three years of protracted negotiations, the employer has written to HPLs notifying them that if they lose 50% or more of their work, they will be eligible to choose redundancy. Although HCC branch UCU has been pushing for a minimum threshold in the HPL contract, and there were initial indications from the employer that this was agreeable, this has not yet been achieved.

The employer has resisted considering fractionalising a group of long-service staff.

The proportion of HPLs at HCC varies substantially between departments. Some departmental managers have worked hard petitioning HR to fractionalise their long standing HPL staff, whereas others have not. HCC UCU branch should consider targeting specific departments for campaigns and approach Departmental Managers for support.

There have been instances where long serving individuals have successfully petitioned the employer for a fractional MGL contract.

## 7. A test case in the education sector?

Clearly, a good test case is needed if we are to challenge the Zero Hour culture. A member whose situation approximates Member Y's might be appropriate:

- Working under a zero hour 'permanent' contract
- Long standing, continuous, substantive employment
- Carrying out the same or similar duties to Main Grade Lecturer colleagues
- Has lost all of his / her work after many years of being notified in advance of next term's timetable
- No MGL redundancies, ie selection for redundancy is on the basis of the zero hour contract
- Inconsistencies in redundancy procedure. For example, no consultation, back-dated notice, RRR policies not followed, some months' 'fallow period' between loss of work and notice of redundancy

## 8. The Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002

### Which staff are covered by the Regulations?

The Regulations cover fixed-term employees. A fixed-term employee is defined as a person with a contract of employment that comes to an end:

- a) Upon reaching a specified date,
- b) When a specified task has been completed, or
- c) When a specified event does or does not occur.

### Equal Treatment

A fixed-term employee has the right not to be treated less favourably than a comparable permanent employee with regard to terms and conditions or suffering any other detriment, unless the treatment can be justified on objective grounds. The Regulations make clear that less favourable treatment includes the following:

## **Longer service qualifications for conditions of service and/or benefits**

Less favourable access to training

Not being given the same opportunity to secure a permanent position.

## **The comparator**

The comparator must be an employee who is not on a fixed-term contract and works for the same employer in the same establishment, doing the same or broadly similar work with (where relevant) a similar level of skills and qualifications. If no comparable permanent employee works in the same establishment, a fixed-term employee can use a comparator who works for the same employer at another establishment.

## **Objective justification**

There are two ways in which an employer can objectively justify less favourable treatment:

- Where it can justify the less favourable treatment in relation to the term itself, or
- Where it can show that the overall value of the employment package is no less favourable than that of a comparable permanent employee.

## Pro rata principle

Benefits can be offered on a pro rata basis but an employer may be able to objectively justify not offering the benefit at all to a fixed-term employee where the cost of offering the benefit would be disproportionate to the benefit received by the employee.

## **Right to written reasons**

An employee who believes he or she is receiving less favourable treatment has the right to ask his or her employer in writing for a written statement explaining the reasons for such treatment. The employer must reply, in writing, within 21 days of the request. The statement may be used at an employment tribunal hearing.

## **Successive fixed-term contracts**

The Regulations also include provisions to prevent abuse arising from the use of successive fixed-term contracts. This works by providing a statutory fallback scheme which applies unless it is varied by a collective or workforce agreement.

## What is a successive fixed-term contract?

Successive fixed-term contracts are defined as a series of two or more contracts that do not break continuity of employment as defined by the Employment Rights Act 1996 (ERA).

## Statutory fallback scheme

The provisions of the scheme are as follows:

- A fixed-term contract that has been renewed or extended (or where the employee is re-engaged on a successive contract) will become a permanent contract once the employee has completed four years' continuous service unless the continued use of a fixed-term contract can be objectively justified.
- Once four years' continuous service has been completed under two or more successive contracts, the employee can write to their employer and request written confirmation that the contract is to be regarded as permanent
- There is no limit on the length of the first fixed-term contract. However, once a fixed-term contract of over four years expires and is renewed (or the employee is re-engaged), the contract will be deemed to be permanent unless the renewal can be objectively justified
- Continuous service on a permanent contract prior to service in a fixed-term contract will not count for the purposes of the Regulations.

The statutory fallback scheme can be varied in specified ways by a collective or workforce agreement.

## **9. Cases relating to The Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002**

Ball v University of Aberdeen 2008 (read summary [here](#))

ECJ Del Cerro Alonso –v– Osakidetza–Servicio Vasco de Salud 2007

According to ECJ Del Cerro Alonso –v– Osakidetza–Servicio Vasco de Salud case 2007 it is unlawful to apply a blanket policy to determine justification of less favourable treatment.

“precise and concrete factors characterising the employment condition to which it relates, in the specific context in which it occurs and on the basis of objective and transparent criteria in order to ensure that the unequal treatment in fact responds to a genuine need, is appropriate for achieving the objective pursued and is necessary for that purpose”

## **10. The Part-time Workers (Prevention of Less Favourable Treatment) Regulations**

The Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 prohibit an employer treating part-time workers less favourably in their contractual terms and conditions than comparable full-time workers, unless different treatment can be justified on objective grounds. Comparable workers must be on the same type of contract and carry out the same or broadly similar duties.

### **What is a part-time worker?**

The statutory definition of a part-time worker is rather broad. It encompasses any worker paid by reference to the time they work and, having regard to the employer’s dealings with other workers employed under the same type of contract, is not identifiable as a full-time worker.

This means that you do not need to work a minimum number of hours to qualify as a part-time worker. Indeed, theoretically, you may be deemed a part-timer even though you work longer hours than people classed as full-timers in other jobs.

Generally, however, if you work less than 35 hours a week, you will be considered a part-timer.

### **What employment terms and conditions do the regulations impact?**

The regulations impact all employment terms and conditions, including:

- hourly pay rates;
- overtime pay rate;
- training;
- access to occupational/company pension schemes;
- (pro rata) holiday entitlement;
- (pro rata) maternity/paternity leave;
- (pro rata) sick pay;
- employment opportunities;
- protection against redundancy or dismissal.

### **When is less favourable treatment of a part-time worker justified?**

An employer can establish 'objective justification' by showing that a part-time worker's contractual rights are, taken as a whole, at least as favourable as the full-time worker's.

If this is not possible, the employer must show that there is an objective reason for treating the part-time worker less favourably. To do this, they must show that the less favourable treatment is:

- designed to achieve a legitimate objective, for example a genuine business objective;
- necessary to achieve that objective; and
- an appropriate way to achieve that objective.

An example of objective justification would include a part-time worker who is denied a company car, even though a comparable full-time worker has one, because of the disproportionate cost to the organisation of providing the benefit.

Note, however, that this does not just give employers carte-blanc to go off and discriminate willy-nilly on cost grounds. Where possible, they must offer part-time workers 'pro rata' benefits in proportion to the time that they will be working

## **11. Cases relating to The Part-time Workers (Prevention of Less Favourable Treatment) Regulations**

Matthews and others v Kent and Medway Towns and Fire Authority and others (read case [here](#))

Part and full time fire fighters were being paid differently. Full time fire-fighters responded to emergencies and were engaged in educational, preventive and administrative tasks, while part time fire-fighters did not do the administrative work.

The House of Lords held by a majority that the two requirements for comparability between full and part-time workers are that there is the same type of contract being used (not the same terms) or a broadly similar kind of work being done. It was held that both full and part-time employees worked under the same contract type, and that there was the same kind of work. The majority held the fire-fighters were all in category of regulation 2(3)(a). It did not matter under regulation 2(4)(a)(ii) that the full time fire fighters did a few extra tasks, because their jobs were still broadly similar. The case was remitted to the tribunal to be finalised.

Lady Hale remarked, 'in answering [the question of broad similarity] particular weight should be given to the extent to which their work is in fact the same and to the importance of that work to the enterprise as a whole. Otherwise one runs the risk of giving too much weight to differences which are the almost inevitable result of one worker working full-time'.

# Case Study Two – ACE

## The case for fractionalisation of hourly paid tutors

Presentation to SMT, 22 May 2012

- **Background**

ACE tutors are currently all on hourly paid contracts, at a rate of £28 per hour. This will rise to £30 per hour for 2012-13. Most tutors get paid after filling in timesheets. In the case of ESOL, tutors are paid on a monthly basis (without the filling in of timesheets) for their contact hours + 10% for specific and previously agreed additional activities such as attending meetings and forums, maintaining relationships with centres and schools and travelling from centre to centre. Their contracts are fixed term and issued on an annual basis.

The unstable and unfair conditions under which hourly paid staff has been raised as an issue by hourly paid staff, particularly in ESOL. It was an area for improvement noted in both the 2011-12 ESOL SAR and the ESOL position statement for the recent Ofsted inspection. The ending of casual contracts is an issue being campaigned for on a national level by the UCU, the trade union to which many ACE staff and tutors belong. As the UCU campaign materials state, casualisation brings with it 'inefficiency, inequality and personal stress'.

In February 2012, a working group was set up to do some research into fractionalisation and prepare a case based on this. This research included: conversations with tutors and managers at other institutions and in neighbouring boroughs, going through contracts and job descriptions for fractionalised tutors working in neighbouring boroughs, looking at the work UCU have done on this issue (including on the legal position), gathering information from HR and sending out a survey to UCU members in ACE working on hourly paid contracts and analysing the results.

- **Fractionalisation is better for the service**

***Maintaining and improving quality:*** After a successful Ofsted inspection, in which teaching was consistently highlighted as an area of good practice, it is essential to retain the quality of the team in order to maintain the high quality of provision and further improve it. Given that the quality of direct teach is higher quality than the commissioned provision, which is evidenced by OTL reports as well as learners' feedback and success rates, we would like to be able to use the experience and skills of the direct teach team to support quality improvement in the commissioned provision.

The direct teach team is highly qualified and experienced, with all tutors holding or working towards a full teaching qualification. Those working towards a qualification have undertaken this study in their own (unpaid) time, with limited financial support for fees from the department.

**Capacity to improve the service:** Our capacity to improve the service depends on retaining a high quality team of staff. At the moment only specific and previously agreed extra curricula time is included in the hourly rate, i.e. team meetings and forums, travel time and maintaining relationships with centres/schools. Any additional responsibility and task is subject to additional funds being available.

**Improved retention of staff:** The threat of staff leaving in order to work on better contracts, whether in adult learning or FE provision is a very real one.

The cost of recruiting new staff is very high. HR recently estimated the cost of recruiting a new tutor at around £6,000.

- **Fractionalisation gives a fairer deal for staff**

Hourly rate contracts, which mean that tutors are only paid according to the contact hours with learners, do not recognise in its entirety the academic and pastoral roles that tutors fulfil. On an academic side, tutors are required to carry out their own research and attain CPD with only limited support from the organisation as they are required to do that in their own time, outside of working hours. The role of the teacher does not end there but extends to someone who seeks to further the personal development of students as well as their academic learning, to support students as persons as well as learners. Teaching is about working with people, gaining their confidence, trust and collaboration for the task of learning, and is not simply about the delivery of a curriculum. All of these more 'subtle' tasks are not easily quantifiable but for that not less important. Ofsted recently praised the team for the motivation tutors transmit to learners and the outstanding support they provide (for instance, learners being prepared and referred on to a work placement in a children's centre).

The increased professionalisation of the sector has had a significant impact on quality, and yet the rates of pay do not reflect the role of tutors as professionals and the need for them to have job security. Working conditions under a sessional tutors' contract means that all the work mentioned above is expected from the tutor but unaccounted for. Under such contracts, staff is also under constant stress of hours being reduced, which would then impact on their mortgages, aspirations and general well being.

To demonstrate to what extent tutors' jobs stretch outside of contact hours, the ESOL team was asked to log hours of work beyond the paid contact time. The full analysis is available and a snapshot is outlined here:

*Teaching 4 hours, travelled 40 minutes between sites. 20 minutes discussion with learners about progression and for additional feedback after class time. 15 minutes to produce a letter for a learner for the Job Centre. 35 minutes to travel to the Learning Trust. 1 hour 50 minutes preparation for classes tomorrow. 10 minutes checking and responding to emails. 10 minutes talking to Curriculum Manager about a learner who needs to transfer, and phoning the learner. 30 minutes marking learner work. 15 minutes to photocopy ILP evidence.*

8 hours 45 minutes

Hourly rate (£28 + 10%) £30.80 x 4 hours = £123.20

This makes an hourly rate of just £14 per hour, which is less than half of what they receive.

- **Fractionalisation would bring us in line with neighbouring local authorities**

**Neighbouring borough 1:** All lecturers are on fractional contracts (hourly pay is only applied to additional small amounts of work above contract).

Lecturers are on scale point 1-8 of their pay scale, which ranges from £19,267 (unqualified) – £26,888 (qualified and experienced).

Lecturers with additional responsibilities (which include assessing, internal verification, supporting quality improvement as well as full teaching duties) are on scale point 9-14 of their pay scale, which ranges from £27,979 - £33,414 depending on experience.

Terms and conditions are as follows:

Hours worked per week: 35

Number of teaching weeks: 36

Holiday per annum: 10 weeks

Maximum teaching hours: 22 hours a week

**Neighbouring borough 2:** There are currently four full-time (1) and two fractional staff (0.5) in ESOL department. There are ten hourly paid lecturers. The trend in recent years has been towards more full-time and fractional staff in order to drive up quality and have a more stable workforce.

Lecturers are on scale point 10-14 of their pay scale, which ranges from £25,544 - £29,336.

Lead teachers (who have additional responsibilities such as mentoring new staff, delivering CPD, doing internal verification) get paid up to £32,000.

Terms and conditions are as follows:

Hours worked per week: 35

Number of teaching weeks: 37

Holiday per annum: 11 weeks

Maximum teaching hours: 21 hours a week (23 total contact hours). NB: in practice no one teaches more than 20 hours a week.

**Other teachers working for employer:** The Learning Trust publishes annually rates of pay for teaching staff in schools/ children's centres. For qualified teachers on the main scale (spine points 1-6), the pay ranges from £27,000 to £36,387.

May 2012