Terms and Conditions of Service for Associate Lecturers

1. Applications of These Conditions
These conditions of service apply to all Associate Lecturers. Any significant variations will be reported to the OU/OUBUCU Negotiating Committee.

2. General Conditions
All appointments are made subject to the Charter, Statutes, Ordinances and Regulations of the Open University (hereinafter called the University) for the time being in force.
This contract of employment will be governed by the law of that part of the United Kingdom (UK) in which an Associate Lecturer works, if applicable, or if an Associate Lecturer does not work in the UK by English law.
Separate notices of appointment are issued for each set of duties to which an Associate Lecturer is appointed in the course of their employment under the contract of employment; these separate notices of appointment do not constitute separate employments.
Appointments are made on behalf of the Council of the University by the Director, Students (or nominee) in consultation with the appropriate regionally/nationally based Faculty/School staff or equivalent and are subject to a 24 calendar months’ probationary period continuous from the starting date of first appointment.

3. Equal Opportunities
The Open University aims to create the conditions whereby students and staff are treated solely on the basis of their merits, abilities and potential, regardless of gender, colour, ethnic or national origin, age, socio-economic background, disability, religious or political beliefs, family circumstance, sexual orientation or other irrelevant distinction.

The University has an action plan to implement this policy. The effectiveness of this policy shall be reviewed regularly with the OUBUCU by such means as shall be agreed.

4. Review of Conditions of Service
Conditions of Service will come up for review from time to time, or on particular occasions where the University or the OUBUCU representing the staff considers a matter to be of sufficient urgency.

Before adoption, any suggested alterations, additions or deletions shall be the subject of negotiation with the OUBUCU, in accordance with the agreed procedures.

5. Appeals
Appeals against the mode of implementation of any of these conditions of service shall be made in accordance with the ‘Procedures for dealing with work problems and issues raised by Associate Lecturers’ (see Clause 31).

6. Membership of UCU
The University & College Union is recognised by the University as the appropriate body to represent the interests of Associate Lecturer staff as employees of the University in negotiations on their terms and conditions of service.

7. Appointments and Probation
(a) Appointments
Staff will be employed on the basis that they are engaged to teach one or more course presentation lines each of which will last for the duration of the course life as determined by the University. The date employment began is printed on all appointment documents and is the starting date of continuous employment as an Associate Lecturer. Certain statutory employment rights are related to specified periods of continuous service. The start and end dates for the first presentation of a course (presentation) line on which an Associate Lecturer is engaged is given in the notice of appointment. Dates for subsequent presentations will normally be similar, although the University reserves the right to vary these dates, and such variation will not terminate the appointment, or employment as an Associate Lecturer, or give rise to any claims for compensation or damages. Staff will be advised in writing of any change to the expected period of final presentation of the course as set out in the original notice of appointment, at least 3 months in advance of the original end date or the revised end date, whichever is earlier.

All appointments to teach course presentation lines will relate to a particular location (e.g. tutorial centre,
catchment area, region/nation or sub-area of the region/nation or over a wider area than a region/nation) and are subject to fluctuation in student numbers. The University cannot guarantee the commencement or continuation of an appointment in respect of a particular course presentation line until final information with regard to the numbers of students registered for particular course presentations is available, and this is expressly conditional upon the University determining that the number of students registering are sufficient.

(b) Probation
The continuation of an appointment to teach a course presentation line will depend upon the satisfactory completion of a 24 calendar months' probationary period. In certain circumstances a member of staff may be required to serve 12 further calendar months of probation, in which case he or she will be informed before the expiry date of the initial probationary period applicable to the relevant appointment.

Associate Lecturers will not be expected to complete any additional probationary period if they are appointed to additional or different appointments during the same continuous period of employment. Where an Associate Lecturer is subsequently offered re-employment after leaving the service of the University, any requirement to serve a further 2-year probationary period will be at the discretion of the Director, Students (or nominee).

There may be exceptional circumstances which might warrant the termination of the appointment (and if the Associate Lecturer is engaged to teach only one course, the employment) of an Associate Lecturer for inadequate performance before the end of the probationary period where the service provided to students is jeopardised. In such circumstances, an Associate Lecturer will have a right of appeal. Nothing in this paragraph 7(b) limits the right of an Associate Lecturer or the University to terminate the employment under Clause 8.

In the event of termination of the appointment at the end of the two year probationary period (or third year of probation if there is an extension), or during the probationary period, an Associate Lecturer will have a right of appeal. Under the Statutory Grievance Regulations, if a member of staff makes a complaint that a decision not to confirm probation is taken for reasons other than conduct or capability, a grievance can be raised, which will normally be heard at the appeal meeting.

Associate Lecturers at the start of their probationary period are appointed to scale point 1 on the Associate Lecturer salary scale.

(c) Single Presentation appointments
Staff who are appointed to replace another member of staff on approved leave of absence, or who are appointed under any other special circumstances, may be offered an appointment for a single course presentation. The starting and end dates of the contract will be stated on the contract and (unless terminated beforehand by notice under paragraph 8) the appointment will end without notice or any payment in lieu of notice on the end date.

(d) Student allocation, support and number of TMAs
All staff will receive a list of students for tutoring and course related student support as specified in the role statement, (Appendix 1) that will also show which tutor-marked assignments (TMAs) staff will be required to mark (see also 11(b)). Students and TMA information is provided on TutorHome.

8. TERMINATION, REDUNDANCY AND REVISION OF APPOINTMENTS

(a) Termination
An appointment to a course presentation line may be terminated in accordance with the provisions of the notice of appointment for the relevant course presentation line and the provisions of these terms and conditions of service. Appointments, (including single presentation) may be terminated by three months' notice in writing on either side, the University reserves the right to give three months' pay in lieu of notice.

When the only or last appointment held by an Associate Lecturer terminates, the employment of the Associate Lecturer also terminates automatically without any further notice or payment of lieu of notice.

A member of staff who moves to another district may invalidate his or her appointment if, in the opinion of the Director, Students (or nominee), the change of address will either make it impossible for the individual to fulfil contractual obligations or result in significant extra costs to the University. In such a case the Director, Students (or nominee) will notify the Associate Lecturer. The appointment(s), and if appropriate employment, will terminate automatically without notice or pay in lieu of notice.

(b) Redundancy
Employment as an Associate Lecturer is co-terminus with the ending of the last appointment which an Associate Lecturer has under this contract. In circumstances where all course presentation lines in respect of which an Associate Lecturer is appointed terminate as a result of a course coming to an end of its presentational life, or being discontinued because student numbers have fallen below the level that the Open University considers necessary to continue the appointment, or other redundancy reason, staff who are eligible will be entitled to receive a redundancy payment in accordance with the Employment Rights Act 1996. The non-contractual redundancy policy which the Open University will operate, and which is agreed with the OUBUCU from time to time, is available on TutorHome.

The ending of a single presentation appointment will not be treated as a potential redundancy for the purposes of the priority consideration/appointment/redeployment provisions in that policy. The option to elect for unpaid leave set out below does not arise in connection with the end of any single presentation course.
In circumstances where all continuing courses for an Associate Lecturer have or are to cease, an Associate Lecturer may elect in writing (within 20 working days of being notified of the termination of the last continuing course) to continue in employment on the basis of a leave of absence for a period of up to one year beyond the date when the last continuing course ends. During this period of leave of absence, the Associate Lecturer will be unpaid (except to the extent that he or she may have ongoing single presentation courses, which will continue to be remunerated in the usual way). If by the end of the period of leave of absence the Associate Lecturer has not accepted or is not engaged on any other appointment as an Associate Lecturer, the Associate Lecturer’s employment will automatically terminate without further notice or pay in lieu of notice and staff who are eligible will receive a statutory redundancy payment.

(c) Revision of appointments

The University reserves the right to revise and extend (or in very exceptional circumstances terminate) appointments in relation to particular course presentations or course presentation lines, and hence payments during the period of those appointments as a consequence of students withdrawing, changes in student allocations, re-organisation of duties.

9. DUTIES

The basic duties of members of staff are described in Appendix 1. Duties must be conducted in line with the Open University’s Health and Safety Policy, copies of which are available from the Regional /National Centre or online at http://intranet.open.ac.uk/ohs/. Any course specific information will be provided with the notice of appointment. The approved student allocation per course, approved number of TMAs, and approved requirements for student support are provided annually. (See also Clause 13 for Additional Support Fee payments.)

(a) Activities before the start of a course presentation.

Associate Lecturers may be asked to perform certain duties before the course presentation begins, such as preparatory or induction work with students and/or briefing and staff development sessions as well as familiarising themselves with their course material. Acceptance of an appointment will be taken as agreement to undertake these duties, payment for which is included within the salary (except as set out in (c) below).

(b) Residential school duties

When an Associate Lecturer is required to teach a course with an embedded Residential School the specific duties of the course with regard to the embedded Residential School will be set out in the Notice of Appointment and accompanying documents. Where there are such requirements Associate Lecturers are required to teach at one Residential School for each appointment accepted. Where there are such requirements Associate Lecturers will be able to state their preferences as to date and, to some extent, place on a Residential Schools Preference Form which will be sent to them at the appropriate time. The University will seek to accommodate preferences but reserves the right to require attendance at another School if needed.

(c) Staff development

The University has an ongoing responsibility to provide staff development opportunities for all Associate Lecturers throughout their employment.

All continuing Associate Lecturers will be expected to undertake the equivalent of up to two days per year of pedagogical skills development that covers areas of learning and teaching that are wider than the teaching and conduct of a specific course. Payment for this pedagogical skills development is included within the salary. Specific activities may be required under this heading from time to time. Any costs, travel, etc. associated with the two days per year would need to be approved before that expenditure is undertaken.

Course briefings planned for all new courses in order to allow Associate Lecturers and course teams to meet and exchange views on the teaching and conduct of the courses and the subsequent debriefings, to evaluate the first year of the course, will receive agreed travel and subsistence and an additional payment at the agreed staff development rate.

There may be occasions when the Director, Students (or nominee) , on the advice of regional/national staff, judges some additional form of staff development to be essential; participation on these occasions will be a contractual obligation and Associate Lecturers will receive agreed travel and subsistence and an additional payment at the agreed staff development rate.

Staff who have opted for leave of absence in place of redundancy can claim for up to one day’s participation in staff development to assist their preparation for any possible Associate Lecturers vacancies and will be paid at the agreed staff development rate.

Associate Lecturers will be notified on an annual basis of relevant staff development activities available to them including those staff development activities that are a contractual requirement, and will be encouraged to discuss with their regional /national Academic line manager and other regional /national staff what other developmental opportunities might be most appropriate.

10. CAREER DEVELOPMENT & STAFF APPRAISAL (CDSA)

The University’s scheme for CDSA is as agreed from time to time with the OUBUCU. Refer to TutorHome.

11. CODE OF CONDUCT

A Code of Conduct which applies to Associate Lecturers is attached as Appendix 2.
12. REMUNERATION

a) Rate of pay
The salary band that applies to a particular course is determined by the University. The University reserves the right, for example, where changes in teaching strategy have been approved through the University’s formal process, to increase or decrease the banding of a course for a subsequent presentation by one band from the start of a particular presentation without the need to issue a new appointment letter. In this circumstance Associate Lecturers will be notified prior to course presentation start. The Associate Lecturers agree that where the formal approval process referred to above results in any increase or decrease in the banding of a course by one band this will not constitute a variation that will require a new appointment letter to be issued, and that where this results in a lower payment as referred to herein, shall not constitute an unlawful deduction of wages, nor a breach of the contract of employment. Where a band is to decrease, the University will consult the OUBUCU in advance.

Remuneration will be in accordance with that approved from time to time by the appropriate national authority. Payments not covered by national agreement will be negotiated locally. Refer to TutorHome for the current Associate Lecturer salary scale.

The annual incremental date for Associate Lecturers will be 1st October except for those appointed after 1st April in any year who will receive their first subsequent increment on 1st October of the following year.

Salaries are paid monthly in arrears by Bank Credit on or before the last calendar day of the month. Pay details are available on Staff Self Service.

b) Allowances
Where less than 100% of the course is being taught the proportion of salary to be paid will be specified in the Notice of Appointment.

This salary payment covers student support, teaching, TMA marking, ICT level, embedded residential schools where accepted in the Notice of Appointment as a contractual requirement, and staff development activities and may involve preparatory work, or attendance at student induction meetings (the latter two activities may occur prior to the commencement of the course). The approved student allocation for each course, the student tutorial pattern, number, and weighting of TMAs are provided annually.

A fixed expenses payment to cover ICT expenses, TMA expenses, stationery, photocopying and telephone calls is included in each salary band based on a standard student group. Student groups above the norm will result in additional proportional payments, subject to the additional student allowance conditions (see 11(d)). Separate claims for such expenses will only be allowable in exceptional circumstances, and by prior agreement of the Director, Students (or nominee).

Associate Lecturers may (either at the beginning of a presentation or part way through) be required by the University to take on students up to 129% of the recommended tutor: student allocation per course for a presentation. There remains, however, the overall endeavour for each presentation that group sizes should conform as far as practical with the Central Academic Unit Guidelines. However, any proposal that an Associate Lecturer take on students in excess of the 129% threshold at which an additional student allowance under Clause 12(c) becomes payable will be subject to the prior agreement of the Associate Lecturer.

Student numbers for payment purposes are determined at the time of course start. Director, Students (or nominee) will override the initial determination of student numbers, where a number of students are allocated to an Associate Lecturer after the course start date, and where this would lead to the payment of an additional student allowance (see Clause 12(c) Additional Student Allowance).

c) Additional Student Allowance
Associate Lecturers who are allocated more than 129% students for a presentation at course start date than the approved student allocation per course will be paid an additional student allowance as detailed on TutorHome.

13. ADDITIONAL SUPPORT FEE

Additional Support Fees will be paid for work with students in the following circumstances:

☐ for one-off activity supporting students not allocated for tuition e.g. covering a tutorial for another tutor's students, marking assignments for another tutor; second marking an assignment when there has been an appeal against another tutor's grading; resit support (tutorials/marking);
☐ for the additional work arising from supporting students studying in prison;
☐ when it is necessary to provide support to an allocated student or students in excess of that defined by the teaching and assessment strategy for the course and/or when the nature of the work falls outside normal duties, as determined by the appropriate member of regional/national staff.

The Additional Support Fee will either be at the appropriate TMA rate for additional assignments marked or at the specified hourly rate for other tasks.

Such arrangements are ad hoc in nature, and the Additional Support Fee will need to be claimed separately. Where the whole of an Associate Lecturer role has to be covered for the balance of a course presentation, a single presentation appointment will normally be raised, and a corresponding percentage of the salary will be paid.

Any Additional Support Fee will only apply for the particular presentation, and payment will be made
only if the Additional Support Fee has been authorised in advance by the appropriate member of regional/national staff.

14. SUPERANNUATION AND PENSIONS

Each member of UK based staff has the option of joining the University's chosen pension scheme, Universities Superannuation Scheme (USS).

If a member of staff decides to join USS, the member contribution would be automatically deducted from monthly pay (and the University and the USS trustee will process their data for the purpose of scheme membership).

Further details about USS (including the USS trustee’s privacy notice) can be found at www.uss.co.uk, and staff would be subject to the USS rules in force at any time. If staff wish to join USS, they should contact the OU’s Pensions team at Finance-Pensions@open.ac.uk and they will make the arrangements.

If a member of staff has more than one contract for employment with the University, membership of USS must be in respect of all those contracts (unless, exceptionally, particular circumstances apply).

15. DEDUCTIONS INCOME TAX (PAYE) AND NATIONAL INSURANCE

Associate Lecturers are employees of the University for taxation purposes.

16. EMPLOYMENT ELSEWHERE

The University considers it most important that Associate Lecturers who are in employment elsewhere should be aware that it is their responsibility to ensure that their appointment with the Open University does not affect the terms and conditions of service under which they are employed. Guidelines relating to maximum number of Associate Lecturer appointments are available from the Regional/National Centre.

17. RELEASE OF CONTACT DETAILS

Once an appointment is accepted, the telephone numbers (day and evening) and e-mail address of Associate Lecturers will be released to students who are allocated to their tutor group and are available to other staff on the AL staff directory on TutorHome. If you do not wish your work contact details to be released, you must tell your Regional/National Centre as early as possible.

18. CONTACT DETAILS

Associate Lecturers should use Staff Self Service to record any change to their contact details (i.e. address, phone number, e-mail address). Associate Lecturers must tell their Regional/National Centre if the change of address will take them outside their regional/national boundary or outside the UK.

19. REMISSION OF FEES FOR ASSOCIATE LECTURERS TAKING OPEN UNIVERSITY COURSES

It has been agreed that Associate Lecturers who register for study with the Open University should be entitled to apply for remission of fees. In order to qualify, staff must hold a current appointment at the time that the first payment is due. Details of the latest policy are available on TutorHome.

20. STAFF AS STUDENTS

It is University policy that an individual may not be a registered student for a course for which he or she holds an appointment as an Associate Lecturer.

21. HOLIDAYS AND PERIODS OF UNAVAILABILITY

The University acknowledges the right of staff to take reasonable periods of absence from their duties for holidays or other agreed purposes. In a single course presentation, or in any six month period, a member of staff is permitted to take one block of annual leave of up to three weeks without direct reference to a senior member of regional/national staff, subject to their ability to fulfil time tabled duties, and subject to notifying students. Any other extended period of absence must be agreed by the relevant senior member of regional/national staff.

Staff are asked to tell a senior member of regional/national staff who will determine if alternative arrangements need to be made if they expect to be non-contactable at their usual address (postal or electronic) and/or telephone number for any significant period of time, (15 calendar days or more) and to consider giving their Regional/National Centre a temporary address and/or telephone number if appropriate. (See also Code of Conduct, Appendix 2.)

For the purposes of statutory annual leave entitlement, the holiday year runs from 1 August to 31 July; in each holiday year, an Associate Lecturer is entitled to take pro rata 28 days’ annual leave (inclusive of public and bank holidays) without any loss of pay. The University recognises the importance of all its employees taking leave and encourages Associate Lecturers to make every effort to arrange his or her duties to ensure that in any holiday year he or she takes his/her annual pro rata 28 days’ leave. Associate Lecturers who hold other employment with the University or elsewhere or who are engaged to teach on a number of courses for the University should take care to ensure that such multiple commitments do not prevent statutory leave from being taken. The University requires that all annual leave be taken in a part of the holiday year during which the Associate Lecturer is being paid. The University will reject any request for statutory leave made for periods of time in the holiday year during which the Associate Lecturer is not being paid. Associate Lecturers are required to keep a record of leave which they have taken. Associate Lecturers are not permitted to carry any unused leave forward from one holiday year into the next holiday year; if leave is not taken in a particular holiday year, it
will be forfeited. No payment will be made in lieu of any untaken leave on the termination of any appointment or presentation unless at the same time employment terminates partway through a holiday year. If employment terminates partway through a holiday year, the Associate Lecturer will be asked to provide the record of leave taken and an amount E\(X\) will be determined as follows: 
\[
X = \left\lceil \frac{(\text{number of months worked in holiday year divided by 12}) \times 28}{\text{number of days leave taken (according to the Associate Lecturer’s records)}} \right\rceil
\]
If \(X\) is a positive number, the University will pay to the Associate Lecturer \(E\times\).

22. LEAVE OF ABSENCE AND TEMPORARY REDUCTIONS IN DUTIES

The University and an Associate Lecturer can mutually agree that the Associate Lecturer should have leave of absence by not working on a course presentation that their appointment would normally require them to teach. For the purposes of continuity of employment, the Associate Lecturer would be treated as if they had taught that presentation. The University and an Associate Lecturer can mutually agree that the Associate Lecturer should have a temporary reduction in duties by not working on a course presentation that their appointment would normally require them to teach. (Leave of absence relates to absence from all duties; temporary reduction in duties may apply to one course but not another for which they happen to have an appointment.)

Normally an Associate Lecturer cannot temporarily reduce their duties for more than one consecutive period of sickness. The benefit will be payable for the maximum period specified unless the appointment would otherwise have come to an end.

Approved leave of absence will not be considered as a break in continuous service. It would count as equivalent service in any future calculation of the Associate Lecturer’s employment. Leave of absence will not be approved during probation.

23. MATERNITY LEAVE AND PATERNITY LEAVE

The Maternity Leave Scheme, details of the Statutory Maternity Pay Regulations and the University’s Paternity Leave Scheme are available from your Regional/National Centre.

24. SICK PAY SCHEME

When Open University work is rescheduled because of illness for periods of up to a month, the period will not be defined as incapacity under the University’s sick pay scheme. When illness is for a continuous period of more than one month, Associate Lecturers are entitled to receive the following payments depending on length of continuous service upon production of the appropriate medical certificate under the Open University’s sick pay provisions, after the first month of absence.

<table>
<thead>
<tr>
<th>Months of Service</th>
<th>Full Pay</th>
<th>Half Pay</th>
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<tbody>
<tr>
<td>During first 3</td>
<td>1 month</td>
<td>1 months</td>
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<tr>
<td>Remaining 9 months of first year of service</td>
<td>2 months</td>
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<td>2nd year of service</td>
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<td>4th year of service</td>
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<td>5th year of service</td>
<td>6 months</td>
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</table>

After a period of sick leave of more than a continuous month a member of staff’s entitlement to Open University sick pay is as set out above, less any days of sick leave taken during the twelve months immediately preceding the first day of absence. In aggregating the periods of absence no account shall be taken of any unpaid absence on sick leave.

The Council has discretion to extend periods of full and half sick pay in special circumstances.

Payments and entitlements will arise only where sickness falls within the normal payment period for the course presentation and unless an appointment would otherwise have come to an end.

An Associate Lecturer who has a continuous period of sick-leave of more than one month, but who provides medical certificates to cover the total period of absence, including the first month, will receive sick-pay for the total period of sick-leave including the first month.

In exceptional circumstances, where it is agreed by the Director, Students (or nominee) that work is to be reallocated, payments will be made for periods of absence on sick-leave of one month or less at the discretion of the Director, Students (or nominee).

In these circumstances (i.e. for periods of incapacity under the University’s Sickness Scheme) all work will be reallocated for the duration of the certificated period of sickness. The benefit will be payable for the maximum period specified unless the appointment would otherwise have come to an end.

(a) Statutory Sick Pay

The University sick pay provisions are distinct from any obligations arising in respect of SSP where separate rules apply. When Open University work is merely rescheduled because of temporary illness and there is no subsequent loss of earnings, the period will not be defined as incapacity under the Statutory Sick Pay Regulations. Where there is a subsequent loss of earnings, Statutory Sick Pay (SSP) may be due provided no Open University work is undertaken during this period.

Where there is an entitlement to sick pay, any (SSP) due will be included in normal full sick pay; staff in receipt of half sick pay will receive any SSP due in addition to their half pay, subject to the total gross pay being no more than normal full pay. The qualifying days for SSP purposes are Sunday to Saturday each week. Where SSP is not payable, the Staff Payments Office will advise individual staff...
of the procedure for claiming State Sickness benefit to which they may be eligible. Where there is no entitlement to sick pay any SSP due will be paid separately.

(b) Procedure
Procedures to be followed in the event of sickness are set out on TutorHome

25. OPEN UNIVERSITY PROPERTY

The appointment for Associate Lecturers includes the following practical responsibilities for the safety and security of property (including home experiment kits and other equipment) supplied or made available to staff in the course of the work undertaken for the University. Staff are required:

☐ To take reasonable care and precautions to avoid damage to, loss or theft of University property.
☐ To acquaint themselves with operating instructions, where supplied by the University, for any equipment to be used and to operate the equipment with due regard for the safety of students, staff and others.
☐ To abide by the copyright, patents and licences held or granted to the Open University as expressed in the Open University’s publications and other material.
☐ To report the loss, damage or theft of any property to the Regional/National Centre as soon as practical after the loss is apparent.
☐ To render such assistance as may reasonably be required by the Open University in the investigation of any loss, damage or theft in the conduct or defence of any claim against or by any third party in connection with the work undertaken.

The University reserves the right to charge for property lost, damaged or stolen as the result of willful disregard of the University’s instructions, or the above requirements, or for the non-return of University property supplied or made available to Associate Lecturers.

26. INJURY AND ACCIDENTS

An accident is defined for Open University purposes as an event which has caused, or may have caused, harm to an individual. You must ensure that you have read and understood the ‘Guidelines on Safety and Security for Associate Lecturers’, available on TutorHome. Any queries should be directed in the first instance to your Regional/National Centre. (See also Clause 9).

If you are injured or if your student, colleagues or others present at a tutorial, study, or field session are injured, you must report the accident or near miss as soon as possible to the local health and safety representative (where appropriate) and on the OU reporting form to:

The Health and Safety Section, Open University, Walton Hall, MK7 6AA.

(see also TutorHome regarding Insurance and legal liabilities).

27. PROTECTION OF RIGHTS
Further to Articles 23 and 24 of the Charter, all members are free to express their political, religious, social and academic views both in private and in public provided that this is explicitly done in their own names and not in the name of the University.

28. CONFIDENTIALITY

In conformity with the University’s policy of keeping student records confidential, Associate Lecturers should on no account release the names and addresses or any other information about students to third parties (with the exception of those Open University employees who are directly concerned with the progress of those students or with administrative procedures relating to it) without the written permission of the students concerned. Nor should information supplied to Associate Lecturers in connection with their duties be used for other purposes.

All Associate Lecturers should inform themselves of and abide by the requirements of the Data Protection Legislation as detailed on TutorHome. If you are supporting students outside the European Economic Association, it may be necessary for some personal information to be transferred to countries outside the European Economic Association and for institutions which have a partnership arrangement with the Open University to have access to it.

29. PRIVATE TUITION

In the case of individual arrangements between students and Associate Lecturers, the University has no wish to discourage the informal support many staff give to their students in addition to the contractual obligation. It regards the ethics of offering private tuition for a fee as essentially a matter for the individual. Staff are, however, expected to consult the Director, Students (or nominee) if they are considering arranging private tuition for a fee; the Director, Students (or nominee) will give advice in the light of the circumstances and failure to follow this advice might be considered as a factor which could invalidate the appointment.

30. DISCIPLINARY PROCEDURES

The University has an agreed procedure for dealing with the inadequate performance or misconduct of Associate Lecturer staff. Copies of the procedure are available on TutorHome.

31. GRIEVANCES

The University has an agreed procedure for dealing with work problems and issues raised by Associate Lecturer staff. Copies of the procedure are available on TutorHome.

32. CRIMINAL RECORDS CHECK

A criminal records check from the Disclosure and Barring Service/Disclosure Scotland/Access Northern Ireland will be a contractual requirement.
should this be necessary in relation to particular duties, students or student groups.

33. STUDENT CHARTER

The University has a Student Charter which describes the way in which the members of the OU - staff and students - should work together so that everyone can benefit:

http://www.open.ac.uk/students/charter/
APPENDIX 1

AL Role Description

The Role of the Associate Lecturer (Tutor)

The Open University’s model of student support is that students are supported both by their tutor and by Academic Services both from Regional/National Centres and from Milton Keynes. Tutors are asked to support students in connection with the course and their student learning and progress in the course. Academic Services will cover the other aspects of the student experience. We recognise that tutors will pick up some queries that are best directed elsewhere and expect these to be referred for more specialist advice from regionally/nationally based Faculty staff, or from regional/national Academic Services staff.

The duties of the tutor include:

1. To provide correspondence tuition, assessing students’ work according to given marking schemes, and giving written and other defined feedback to students to help them in their learning.
2. To provide academic support which may be offered through face-to-face, telephone or electronic teaching methods.
3. To monitor the progress of students on their course, including making contact with students who do not submit assignments, and authorising the late submission of assignments where appropriate.
4. To be a first point of contact for students for course and study related advice and support, facilitating Study Groups where appropriate and to refer other matters/enquiries to Academic Services and regionally/nationally based Faculty staff.
5. To make contact with all students to welcome them to the course, and for students new to the University, to provide an introduction to the University’s method of supported open learning.
6. To help with the development of study skills in connection with the course.
7. To make pro-active contact with students at a number of defined points in the course (e.g. first TMA, examination support etc.).
8. To identify individual student needs for additional support, either referring students directly to Academic Services for information and advice or contacting Academic Services and/or regionally/nationally based Faculty staff to initiate follow up action.
9. To provide feedback through a variety of mechanisms (e.g. survey response, attendance at debriefings) on the student learning experience.
10. To take part in staff development activities to maintain and enhance their professional experience and commitment to personal development.
11. To use information communication technology, when appropriate, for:
   - teaching and supporting students;
   - accessing information to undertake duties in relation to students;
   - facilitating contact with academic units;
   - dealing with administrative contact and communications with the University.
APPENDIX 2
Code of Conduct for Associate Lecturers

This document is provided to all Associate Lecturers as Appendix 2 of the Terms and Conditions of Service for Associate Lecturers.

1. Purpose
As a key element in providing a quality service to our students it is essential to achieve and maintain consistent standards of conduct in the delivery of the basic components of our teaching activity, namely correspondence marking and tuition. In addition, the University provides staff development opportunities throughout their appointments in response to the requirement of the roles of Associate Lecturers, in the interests of their continuing professional updating and the interests of maintaining a quality service (see Clause 9(c) “Staff Development” of the Terms and Conditions of Service). The purpose of this Code is to ensure that there are consistently applied and understood standards of conduct and good practice in relation to the delivery of tuition and marking in the interests of staff and students, and the quality of the service we are providing.

2. Standards of Conduct and Good Practices
(i) Attendance at time tabled tutorials will be a requirement unless there has been prior notification to the appointing location, giving as much notice as possible, and prior agreement to absence by the relevant member of the Faculty. (See also Clause 23 “Maternity Leave and Paternity Leave” in the Terms and Conditions of Service and clause (iii) below on sickness absence.)

(ii) All TMA’s (tutor marked assignments) received by the tutor must be sent to Assignment Handling, Walton Hall, Milton Keynes no later than a maximum of 10 working days from the cut-off date for assignment submission by the student, or, exceptionally, where late submission by the student has been approved, not later than a maximum of 10 working days from the date of receipt. Members of staff having difficulties complying with the requirements should seek advice from the appropriate members of faculty in the relevant location.

(iii) Staff who are unable to take study centre sessions or assignment duties because of ill health or unexpected serious emergency must inform their appointing location giving as much notice as possible so that alternative arrangements can be made. Exceptions to this advance notification will only be acceptable in cases of genuine emergency.

Any assignments which have been received which, because of ill health, staff are unable to send to Assignment Handling within the timescale set out in 2(ii) above, must be returned to the appointing location within the timescale in 2 (ii) so that these may be forwarded to another member of staff for marking. (See, Clause 24 “Sick Pay Scheme” in the Terms and Conditions of Service.)

(iv) Staff will normally be expected to be available or make arrangements through their appointing locations to provide the necessary correspondence and telephone support, and other forms of interactive (including electronically communicated) support to students at key times during the year, e.g. during the first month of a presentation and during the revision period prior to exams or at other times which are designated for specific modules. Responses to queries should be made promptly and replies to correspondence within ten University working days of its receipt.

(v) Subject to (iv) above and in accordance with Clause 21 “Holidays and Periods of Unavailability” in the Terms and Conditions of Service, the University acknowledges the right of staff to take reasonable periods of absence from their duties for holidays or other purposes. In a single module presentation, or in any six month period, a member of staff can be expected to take one block of leave of up to three weeks without direct reference to a senior member of Faculty staff subject to their ability to fulfil time tabled duties and subject to notifying students. Any other extended period of absence (as in (i) above) must be agreed in advance by the relevant member of Faculty staff.

(vi) Staff are asked to tell their appointing location and their students if they expect to be non-contactable at their usual address (including e-mail address) and/or telephone number for any significant period of time (15 calendar days or more), and to consider giving their appointing location and students a temporary address within the UK or Republic of Ireland and/or telephone number if appropriate.

(vii) Any member of staff who has a close relationship with a student, e.g. a family relationship, sexual or personal relationship, financial or business relationship, employee/employer relationship outside the Open University context (whose work he or she is responsible for assessing or supervising or for whom he or she has a teaching or counselling responsibility), should declare this to the relevant member of Faculty staff who will decide on any changes of allocation or of responsibility that are required. Such a declaration will be treated in strict confidence. Note A breach of the Code will render staff liable to action for either misconduct or serious misconduct under the University’s Procedures for dealing with the inadequate performance or misconduct of Associate Lecturer staff. The Stage under which action is taken will depend on the extent and degree of the misconduct.
## APPENDIX 3

Log of updates/changes

<table>
<thead>
<tr>
<th>Date of Update</th>
<th>Clause updated</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 2010</td>
<td>General</td>
<td>Changed OUAUT to OUBUCU, region to region/nation</td>
</tr>
<tr>
<td>June 2010</td>
<td>Clause 7 Probation</td>
<td>b) updated</td>
</tr>
<tr>
<td>June 2010</td>
<td>Clause 10 CDSA</td>
<td>Introduction of CDSA updated</td>
</tr>
<tr>
<td>June 2010</td>
<td>Clause 12 Remuneration</td>
<td>a) rate of pay changed</td>
</tr>
<tr>
<td>June 2010</td>
<td>Clause 21 Holidays</td>
<td>Leave provision updated</td>
</tr>
<tr>
<td>October 2011</td>
<td>Clause 22 Leave of Absence</td>
<td>Procedures moved to TutorHome</td>
</tr>
<tr>
<td>October 2011</td>
<td>Clause 8 Retirement, Redundancy and Revision of appointments</td>
<td>Retirement clause removed</td>
</tr>
<tr>
<td>November 2011</td>
<td>General</td>
<td>Changed Regional/National Director to Director (students) or nominee</td>
</tr>
<tr>
<td>December 2012</td>
<td>Appendix 2 AL Code of Conduct</td>
<td>TMA turnaround changed</td>
</tr>
<tr>
<td>August 2013</td>
<td>Clause 14 Superannuation and pensions</td>
<td>Updated</td>
</tr>
<tr>
<td>August 2013</td>
<td>Clause 21 Holidays</td>
<td>Leave year updated</td>
</tr>
<tr>
<td>August 2013</td>
<td>Clause 32 Criminal Records Bureau Disclosure –</td>
<td>Updated</td>
</tr>
<tr>
<td>May 2014</td>
<td>Clause 33 Student Charter</td>
<td>Updated and link to new Student Charter website added</td>
</tr>
<tr>
<td>May 2014</td>
<td>Appendix 2 AL Code of Conduct</td>
<td>Note on serious misconduct updated</td>
</tr>
<tr>
<td>April 2016</td>
<td>Clause 14 Superannuation and Pensions</td>
<td>Updated</td>
</tr>
<tr>
<td>December 2019</td>
<td>Clause 14 Superannuation and Pensions</td>
<td>Included pensions auto-enrolment requirements</td>
</tr>
</tbody>
</table>