



The Educational
Institute of Scotland

Ref: DB/EK/members1a
06 March 2014

Dear colleague

Industrial Action Short of a Strike: March 12, 2014.

Yesterday the EIS gave notice to your employer that members as of March 12, 2014 would be advised to carry out continuous industrial action short of a strike as part of the 2013-14 pay dispute. Under law, the EIS needs to begin any industrial action within 28 days of the announcement of the ballot result.

The EIS has identified four types of action which members are advised to support from 12 March 2014. The EIS-ULA Executive Committee is still minded to act with the UCU on an assessment/marking boycott on or around 28 April 2014. Such a boycott would be an escalation of the industrial action – and the EIS hopes that a decent pay offer at the forthcoming 2014-15 Pay Negotiations will make such action unnecessary.

The four types of action to begin on 12 March 2014

- 1. Not working in excess of contracted hours where they are stipulated, or where there is no stipulated weekly contract hours, not working in excess of an average of 48 hours per week as stipulated in the Working Time Regulations.**

The average of 48 hour week is the legal maximum and should not be considered as the norm or indeed as a minimum. Any member who believes that they have worked an average of 48 hours per week for 4 continuous weeks should inform their employer.

Members should also be aware that the Working Time Regulations places an obligation on the employer to take all reasonable steps to ensure that the average weekly working time limit is being complied with in relation to each worker.

- 2. Not to read or respond to work emails outwith your normal working hours at your university.**

This action informs your employer that it should not expect any work emails received outwith your normal working hours to be read or dealt with before the re-commencement of your normal office hours.

There may be occasions where it is in the interests of members' personal health, safety and welfare to check their emails outwith normal working hours such as during adverse weather, before travel on foreign trips on behalf of the employer etc. This action would not prevent this.

For the avoidance of doubt, this action only refers to reading or responding to work emails outwith normal working hours and does not refer to other forms of work such as preparation, marking etc.

3. The EIS advises members on HE2000 contracts (or local variations thereof) that any additional working over and above that already covered by the agreed Activity Plan must be agreed and conditional on reasonable notice being given, having regard to the circumstances and appropriate compensatory arrangements.

This action comes directly from the current HE2000 contract which forms the basis of most academic contracts in Scottish HEIs. The EIS believes that many Universities are not following this contractual term. Members should also understand that according to HE2000 contracts, their Activity Plans should be "agreed" with their line managers and cannot be imposed.

This action should help members facing additional workload demands that they cannot meet within their normal working hours. Contractually such work must be agreed to by the employee. The University may wish to consider relieving other parts of the Activity Plan or paying extra for any additional working time.

4. The EIS advises members on HE2000 contracts not to go overseas on University business unless there is an agreement between the University and employee on all aspects of the trip.

This action comes directly from the current HE2000 contract which forms the basis of most academic contracts in Scottish HEIs. The EIS believes that many Universities are not following this contractual term.

In effect there is no contractual requirement for members to travel overseas on University business if they do not agree to do so. Issues that members may wish to consider agreeing with the University before going abroad are: length of stay; choice of accommodation; being given expenses in advance or having a university credit card so that expenses do not have to be paid by the member then reclaimed; payment of medical insurance for business travel; time to recover from travel; taxi/transport to airport etc.

Any industrial action is a potential breach of contract and may lead to deductions in pay. However, no University has written to the EIS to object to, or has made any deduction for these forms of action in the past.

You may wish to put an out of hours automated email message stating that you will normally deal with emails during work hours only. I should also add that your employer has a duty of care towards you, and should ensure that workload levels and work patterns do not cause harm or injury to its staff.

I will be copying this letter to each University and HEI involved in New JNCHES in Scotland, in order that they are aware of the actions.

I draw attention to two recent press articles that you may find interesting; the first exploring the issue of senior HE management pay and the second making the point that workers in education have the largest amount of unpaid overtime:

<http://www.theguardian.com/commentisfree/2014/mar/03/new-breed-fat-cats-university-boss-vice-chancellors>

<http://www.tuc.org.uk/workplace-issues/work-life-balance/jobs-recovery-and-rising-work-priorities-have-led-record-levels>

Finally, members should be aware that the STSS pension scheme has recently announced that it is raising employee contribution rates from 1 April 2014. For members paid between £40,000 and £44,999 there will be a 0.7% rise in the employee contribution rate, taking the employee contribution rate to 9.9%. Further details may be found here:

<http://www.sppa.gov.uk/Documents/STSS/STSS%20Useful%20Resources/Circulars/2014/STSS%20circular%202.pdf>

Please do not hesitate to contact me should you have any queries on the four types of action above or any other aspect of the current pay dispute.

Yours sincerely



David Belsey
National Officer (F&HE)