



The Union for University Teachers and Researchers in Finland (YLL)

Letter from the Chair 5/2016

7 December 2016

Dear YLL member,

This letter contains information about the increased working hours due to be introduced from 1 January 2017 and also covers new collaborative practices on language and communications teaching in the HE sector, intellectual property rights and a few other topical matters. At the end of the letter, there is also useful information about our new membership cards.

24-hour increase to annual working hours

The 24-hour increase to annual working hours introduced under the Competitiveness Pact is due to be implemented from 1 January 2017. As a result of the increase, all staff will be required to work 12 additional hours during the spring term, provided that extra work is assigned to them by their employer. For other staff, six minutes will be added to their daily working hours. Some universities are due to delay the implementation of the increased hours until the start of the 2017/2018 academic year.

The so-called *kriisilauseke* or crisis clause will also enter into force from the beginning of January. Under the provision of the clause, if the employer and employee representatives consider the university's financial situation to have reached a point that is considered sufficiently critical to threaten existing jobs, the parties may negotiate a temporary reduction to wages or other benefits to avoid redundancies.

Promoting collaboration in language teaching between universities

Under the amendment to the Universities Act introduced on 1 August 2016, higher education institutions can now commission other institutions to provide language and communications tuition on their behalf. Lappeenranta University of Technology has already made the decision to outsource its language and communications tuition to Saimaa University of Applied Sciences and to transfer the teaching staff from its own languages centre to the university of applied sciences. The staff transfer will be carried out as a so-called transfer of an undertaking. All staff will be transferred to the new institution as "existing" staff but, following the end of the current collective agreement period, the universities of applied sciences collective agreement will apply to them. A scoping study investigating a similar change has been carried out in Tampere as part of the T3 project but, as yet, no decisions have been taken on the matter. It is possible that similar studies will be taking place elsewhere.

Further draft legislation has been drawn up that would allow all training to be outsourced to another higher education establishment, provided that the institution



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issuing the degree provides the majority of the tuition. However, this proposal has not been put out to consultation as yet. In light of this topic, I will provide below a brief summary of the differences in the employment contracts in place at universities and universities of applied sciences although, for the time being, the issue only applies to staff at some language centres.

University and university of applied sciences collective agreements

Currently, some inaccurate information regarding the universities of applied sciences collective agreement, and the teaching commitment in particular, has found its way into the public domain. In the universities of applied sciences collective agreement (Amk-TES), there is no upper limit on teaching hours. (From 1 January 2017 onwards, the limit for universities will be set at 369 and 455 hours per academic year.) The hours of teaching provided at universities of applied sciences, which typically amount to some 700–800 hours per academic year, do not necessarily involve the same type of group teaching delivered at universities. The hours may also comprise practical supervision and teaching and denote the total hourly resource made available to each teacher for teaching purposes. This will also include teaching preparation.

The universities of applied sciences operate on the basis of an annualised working time of 1,600 hours, rising to 1,624 hours from 1 January 2017. The same number of hours also applies at universities. The differences between the agreements include the 12-week period offered by universities of applied sciences during which the employer is not entitled to assign work activity and which the employees can take as annual leave, as well as the pay increase offered to all teaching staff every five years.

The key differences concern work planning and monitoring. At universities of applied sciences, work planning and monitoring is carried out at a very detailed level. All work and activities are recorded in a work plan, which the employer is legally required to monitor. For example, all teaching staff are allocated a set number of hours for teaching preparation, curriculum-related activities and marking and evaluation. Staff are expected not to exceed this resource. Staff are also required to only perform tasks recorded in the work plan. Work planning is largely carried out in the same manner as at universities but the approach is more detailed with higher levels of monitoring. As a result, the employer largely determines the quality of the tuition provided to students through resource allocation.

OAJ's higher education policies

A number of structural reforms are currently underway in the Finnish higher education sector, and the increased collaboration between universities and universities of applied sciences has driven new forms of joint working on tuition provision. In fact, in some areas there are concerns that the distinction between university and university of applied sciences degrees may be under threat. The Trade Union of Education (OAJ)



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has published its own higher education policies to which YLL has made an active contribution. Further information on this topic (in Finnish) is available at http://www.oaj.fi/cs/oaj/Uutiset?&contentID=1408918026704&page_name=OAJ+n+korkeakoulupoliittiset+linjaukset_yliopistopaivat#return

IPR in university teaching

As teaching and research are carried out at universities, content subject to intellectual property rights (IPR) is inevitably created in the process. The criteria used are not always straightforward but, according to an established interpretation, work will be considered to fall under IPR if it is new and independent or, in other words, if it reflects the unique quality of its creator. Teaching resources and published research are generally considered to fall under this definition. Intellectual property rights always belong to a natural person and cannot be enjoyed by an organisation or employer. For example, when a teacher creates teaching materials, they have an automatic entitlement to the intellectual property rights, unless otherwise agreed.

The opportunity to create and share online teaching materials raises the issue of whether other teachers or the employer are entitled to make use of the teaching material created by the teacher.

Intellectual property rights are subject to freedom of contract. The creator of a work may assign the intellectual property rights to another party, in return for payment or without payment, either wholly or in part (this could include a right to make use of but not to amend the work in question) and either permanently or for a fixed period. If the intellectual property rights are exclusively assigned, the creator of the work themselves is no longer entitled to make use of it. It is therefore important to ensure that any contractual arrangements are fair and reasonable. If a teacher agrees to assign the intellectual property rights relating to their teaching materials to their employer, it is advisable that they take steps to ensure that they can continue to make use of the materials if they wish to offer teaching on the same topic in another capacity.

The agreement can be explicit or implicit (e.g. a long-standing arrangement approved by both parties) or an accepted industry practice.

Unreasonable agreements are an exception to this rule. An example of an unreasonable agreement would be the assignment of all intellectual property rights without payment and including works that have not yet been created. We are aware of local instances where such terms and conditions have been proposed by employers. Unreasonable terms and conditions can be subjected to mediation at a later date or disregarded. However, this will involve a formal legal process.

As a rule, teachers are not required to create teaching materials for their employer or the wider organisation as part of their work. In the course of normal teaching practice,



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materials will be created that teachers, if they so desire, can share with their colleagues or others. If an employer wishes to exercise intellectual property rights over materials created by a teacher, this must be agreed on a case-by-case basis with the rights holder. It is always a good idea to jointly discuss intellectual property rights in the workplace.

If you have any questions relating to intellectual property rights in teaching, research (for example as the member of a research group) or in any other type of work within the higher education sector, please contact the YLL or OAJ legal advisors.

OAJ membership card and diary

The updated OAJ membership card for 2017–2019 has been or will soon be delivered to members in a separate letter. You will need the membership number printed on the card when signing up for OAJ events and using OAJ telephone services. The card also acts as travel insurance documentation for leisure travel in Finland.

If you plan to travel in the new year, please remember to bring your old card, which will remain valid until 31 December 2016 and your new card, which will be valid from 1 January 2017. In many countries you will be able to claim free or reduced entry to museums with a teaching union membership card.

Many unions, including OAJ, continue to send out paper diaries to their members. If you no longer wish to receive your diary, please untick Diary on the membership page of our website.

Wishing you all the very best for the end of term!

Seppo Sainio
Chair

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