



WORKLOAD PROTECTION

A UCU LOCAL

NEGOTIATING GUIDE

Version 2

October 2010

Introduction to the Workload Protection Local Negotiating Guide

This local negotiating guide has been produced for your use by the HE Committee of the NEC. It is designed to help address the following challenges which face local union representatives, and forms part of the national organising strategy.

UCU represents members in HE in a variety of work situations, academic, academic-related, lecturing, research and managerial. This guidance has been developed for use by all groups of UCU members – those engaged in teaching and research, research staff, teaching and scholarship staff, administrative staff, computing staff, members working in libraries and those working in all academic-related roles.

Different work groups may experience different pressure points and so may find different aspects of this negotiating guide important for them. For instance for some groups the number of research projects they are engaged upon or the number of teaching hours will be critical issues. For others the size of the overall working week may be important. The guide is designed to be used locally so that negotiating objectives, within any existing national parameters, can be adjusted to meet the needs of different groups of members.

Marketisation and privatisation are not just abstract labels. Increasingly academic and related staff experience close links between these employer initiatives and immediate work pressures. This has taken the form of rising student numbers without commensurate growth in staff numbers. Also student expectations and learning needs are increasing and staff are working with a wider ability range. Staff are also expected to provide more flexible learning and more distance learning. There is growing competition among institutions for research funding and for students and sometimes enthusiastic embracing of this market ideology by managers. All this adds to work pressures.

The defence of academic freedom is a major concern not only of UCU members, but of all who value freedom, democracy and the critical role of the university. This means those involved in teaching, learning or research must have the freedom to publish, to engage in public debate, and to test received opinions. Such freedom cannot be exercised meaningfully in a context where university academic and related staff are subject to commercial pressures or micro management. Nor is the preservation of academic freedom compatible with unreasonably high teaching loads or volumes of routine administration which leave little time for thinking or reflection.

Negotiating for workload protection does not mean giving up the right of academic and related staff to work flexibly, where flexibility is a benefit for our members. It is about limiting what managers can require staff to do. It is not about clocking-on and clocking-off or subjecting academic and related staff to micro-management.

Local union representatives are often supporting members who are suffering from work-related stress. The Waddington Report showed UCU members had exceptionally high levels of stress. Stress related casework is a major activity for too many union branches/LAs.

Workload issues are important for all members (whether academic-related, academic, full-time or part-time), as they reflect serious deficiencies in the quality of their working lives, and excessive working has severe consequences for health and safety. Conversely, good quality work planning can support individuals in doing a good job, reducing stress and ensuring a satisfactory work-life balance.

Pressure on individuals to work long hours, and a long-working hours culture in institutions, undermines equal opportunities, since it makes a standard job unmanageable for staff with caring responsibilities. Workload protection is in many ways an equality issue. Long working hours are also a health and safety issue, particularly where staff are operating dangerous machinery or taking critical decisions. The expectation of long working hours, beyond formal contract, raises difficulties too especially for staff on part-time contracts, who find themselves working well beyond the hours for which they are paid.

Academic and academic-related staff have experienced an increasing use of IT during the last two decades. This includes the Internet, massive growth in email traffic, widespread use of virtual learning environments, and the possibility of being in contact with the institution 24-7. Advances in technology have occurred at a rate which has often outstripped the management capability of organisations. New information technologies could be managed in a way which improves the quality of working lives and does not contribute to work intensification, but this is not currently happening.

Staff are also under pressure from increasing use of performance indicators by managers. We are not using a target or objective-based approach to work planning. Any 'metrics' should be based on the time reasonably necessary to perform a task, not on outputs. This is important in preventing the distortion of targets and their misuse for work intensification. Work activities should be measured in terms of the time involved, not the income generated. UCU is strongly opposed to any form of performance-related pay and the linking of pay to outputs.

Some pre-92 employers are putting workload models on the agenda locally and in many institutions there already exists a variety of ways of recording workloads at departmental level. We need a UCU response, which takes control of this issue and uses it in the interests of academic and academic-related staff, not as a managerial tool of work intensification. This is not an argument for avoiding the issue altogether, but it is a good argument for UCU taking the lead on the process. Our response must be based on defending academic freedom and autonomy, using sensible workload planning to prevent work overload or intensification, and resisting any move to a clocking-on approach. One danger with some management-designed workloading models is that they seek to plan the use of 100% of work time. This leaves no room for unscheduled tasks which need to be performed or for coping with emergencies and inevitably leads to work intensification and over-loading. A good work-planning model should leave a reasonable proportion of time for coping with the unexpected and not try to allocate all time at the outset (some workload practitioners suggest 20% of time should be unscheduled). The right to choose to work at home, where appropriate, should be maintained.

The process of how workplans are produced and agreed is also a matter that UCU needs to take up. In the post-92 national contract workplans should be agreed and published in the peer group (usually the subject group or department). Transparency is important to reinforce collegiality, ensure equity and to prevent individuals being isolated, over-loaded and bullied. It is important in both pre- and post-92 sectors to negotiate for acceptable processes for negotiation and agreement of individual workplans. This enables union members at a local level to check that contractual protections are adhered to.

General principles and application

Workload protection is about defending the quality of teaching, research, scholarship and academic related work, by ensuring that there is time available for all aspects of these roles to be carried out effectively.

The achievement of adequate workload protection is an essential part of the union's organising and negotiating agenda.

Workload protection is also about achievement of acceptable working patterns, bearing in mind equality and health and safety issues.

It is not a matter of one size fits all – there are common underlying principles, but some variations in how we approach this in pre- and post-92 institutions because of different contractual starting points.

The local negotiating guide is not an attempt to restrict what individuals do in their working week, but a tool to enable us to restrict what managers can require staff to do.

What the local negotiating guide is (and is not)

- ♣ **The guide is designed to act as a brake on managers, and not a restriction on individual staff.**
- ♣ **It is a document for use in local negotiations to obtain or extend contractual protection against overloading.**
- ♣ **It is an adaptable document, applicable to all UCU members, not a strict formula.**

Using the local negotiating guide

Each branch/LA committee, where there is not an existing contract covering these matters, can look at each item and decide whether or not it wishes to negotiate locally on this matter.

Some branches/LAs may decide to negotiate on individual items, some on a range, and some on the whole package.

If, having consulted with members, the committee concludes that it should negotiate on an item or items, it can choose which level of specificity it wants. Different levels of specificity may be selected for different items.

The text in the guide can then be adapted for local use. It is a guide to assist local negotiators, not a rigid prescription.

However, it is recommended that a 'whole institution' approach is taken when negotiating workload protection to avoid having a myriad of agreements across an institution or having some members protected but not others.

The branch/LA can request support from UCU regionally and nationally to support these negotiations. For instance the Regional HE Committee may be a useful source of comparative information on workload agreements.

Local union officers should hold some detailed planning sessions, working through the template and adapting it for local use, before entering into negotiations with the employer.

Use in the Pre-92 Sector

In some pre-92 HEIs UCU has already negotiated on some aspects of workload protection and put these matters on a contractual basis. In others this may be a matter under discussion or something the LA/branch has not yet considered in any detail. Moreover many departments may have local workplanning models or methods or recording work, but these are not a contractual basis and often will have been designed without a trade union input. Some of these models may be quite collegial and acceptable, some could be improved with a union input and some may need substantial reform.

We recognise that there will be different starting points and different local factors, which will influence members' views as to whether they desire local negotiations on workloads. We are also aware that some employers are putting the item on the agenda and that members are, often with justification, suspicious. It is up to the LA/branch to decide whether and when it initiates negotiation on this matter, unless of course needing to respond to an employer initiative.

The UCU represents a number of different categories of staff in the pre-92 sector, which may conveniently be labelled Academic Related (AR – for example, library staff, careers advisors, examinations officers etc), Research Only, Teaching and Research (T&R – the conventional academic), Teaching and Scholarship (T&S – sometimes referred to by employers as a teaching only role). The role of Principle Investigator, normally a T&R role, attracts special duties arising from a contract between the university and an outside organisation sponsoring/paying for a piece of research. It is important to recognise these different roles in using the negotiating guide and negotiating workload protection models.

Academic Related Staff

Many Academic Related staff have roles which are performed in office hours and their hours of work may be specified or unspecified. It is important that workload models developed with academic staff in mind are not inappropriately used for AR staff. For example, some groups of staff working fixed hours may be paid overtime or given time off in lieu, workload models obviously must not be used to impose worsened conditions of service on staff.

Research Only Staff

It is important to understand how research staff work in your institution – whether or not they have defined hours, specified leave etc. It is important that any workload model being negotiated is appropriate to research staff (or a separate model is developed).

Teaching and Research

This is the mainstream academic category to which all aspects of the guidance may be appropriate. A minority of T&R staff are also Principle Investigators

Principal Investigators

Principal investigator (PI) time is now explicitly paid for (Full Economic Costing – FEC) by outside organisations who are charged for both direct and indirect costs of employment of the PI on specific pieces of research. Thus the time is easily evidenced and represents a contractual commitment of the institution to outside organisations. This time normally comprises a considerable component of research administration which must be accounted for as part of the administrative duties of the PI and not as part of personal research time.

Workload Allocation Models

There is a tendency within pre-92 institutions to introduce so-called workload models which are actually workload allocation models. These models hide the actual hours worked and attempt to compute relative workloads which are then used to pressurise staff into working longer hours. Such models must be rejected in favour of hours (measured time or attributed time) based models.

We would advise any LA/branch committee to have a full discussion at a membership meeting or meetings about this item. This is so that you have the support of members if undertaking negotiations, and ensuring the issues for negotiation are agreed. We appreciate that members value autonomy and flexibility in managing their work and may view workplanning models as an unwelcome extension of managerial control. In our view

this should not be the case if the union negotiates effectively on these. There is a danger that they will be damaging to members if unilaterally designed by management, and UCU needs to be pro-active in setting the agenda.

LA/branches may wish to adopt a set of workload principles, consistent with the national guidance, with which to initiate discussion with managements. An example of such a template is the one adopted by Leeds UCU:

- 1** Academic and academic-related staff are professionals and must have scope to manage their own time.
- 2** Workload is a health and safety issue.
- 3** Transparency is essential – this means we should be able to see colleagues’ allocation.
- 4** Staff should not have to work excess hours for normal progression and promotion.
- 5** All members of academic and academic-related staff should be entitled to protected time for scholarship of at least 1/10 of their working time or half a day a week.
- 6** Research is not the same as scholarship. Research active staff should have a minimum of 2 days per week for research.
- 7** Administrative roles must have a realistic allocation of hours.
- 8** Teaching should be allocated on the basis of a multiplier of contact hours. Typically this multiplier would be between 3-5 depending on whether other factors are counted as part of the contact hours formula or are counted on top. Examples of factors that might be counted separately are level of support, marking, class size, probationary status, new teaching module co-ordination.¹
- 9** A model and any subsequent significant changes would be subject to negotiation with UCU.
- 10** No weight should be given to outputs or esteem.
- 11** It is accepted that there may be fluctuations. Significant excess load in one year should be rectified by a reduction in the following year.

Use in the Post-92 Sector

Members in the post-92 sector in England, Northern Ireland and Wales already benefit from a national contract which gives them defined maxima in terms of annual and weekly teaching hours, defined holiday entitlement, and safeguards on workplanning. In Scotland there is much less contractual protection on workloading and branches in post-92 institutions in Scotland may wish to address this issue. The national contract for the post-92 sector in England, Northern Ireland and Wales provides for a maximum of 550 contact

¹ In some cases it might be appropriate for the multiplier to be reduced to 2.5. For example; Clinical academic practice, hourly paid staff that have no administrative responsibilities such as module management nor any pastoral responsibility, language assistants and demonstrators.

hours per year and a maximum of 18 contact hours per week. It also provides for 35 days' annual leave, plus public holidays and days on which the institution is closed. Currently this contract does not govern the working hours of staff at head of department level and above or hourly-paid part-timers.

The first priority is to defend the existing national contract. Any attempts by the employer to undermine it (e.g. by putting new starters on a worse contract) should be met with a vigorous local response, including declaration of a collective dispute and balloting for industrial action if necessary. Regional officials should be informed promptly.

Some Post-92 branches may decide to negotiate improvements or extensions to the national contract, for instance lower maxima on teaching hours, or a figure for the total size of the working week, if this does not exist already. This is permissible and indeed encouraged, and the template may be used as a planning tool for this work.

Where the guide is used for negotiations in post-92 institutions, this may be to add new areas of protection (eg safeguarding time for CPD activities), or to extend specific items in areas where we already have agreements. It is not permissible to negotiate anything less clearly defined than already exists.

General negotiating advice (all)

- Identify key issues – what changes would be of most benefit to members?
- Get support of members – are there some aspects of workloads members feel particularly strongly about? Can this be demonstrated by a vote at a branch meeting or an opinion poll?
- Accumulate useful evidence – do stress surveys indicate a problem of overloading? You can also use the workload calculators to demonstrate the levels of work that members are undertaking.
- Be precise about negotiating objectives – think about which issues are winnable in the short and medium-term and which may take longer.
- Prepare arguments including partnership working, quality and equality issues where appropriate – for instance improving the quality of frontline management by getting managers to pay more attention to workplanning.

WORKLOAD PROTECTION – Local Negotiating Guide

'General' indicates basic principles whereas 'Specific' involves a more a detailed application of a workload protection agreement.

Throughout this document the full-time working week is taken to be no more than 37 hours – this is consistent with the defined working week in the post-92 sector and for most groups of staff in the pre-92 sector.

	General	Specific
	Workload agreement may include:	Workload agreement to incorporate further contractual specificity including, for example:
Basic	<ul style="list-style-type: none"> ♣ Duties required by employer must fit into band of no more than 35 -37 hrs per week ♣ Arrangements for TOIL /overtime pay ♣ Shape of working year ♣ Work related travel to be acknowledged ♣ Probationary / new staff to have lighter than average workload and time off other duties to fulfil any required training programmes specifically for new staff ♣ Acknowledgment of representative functions such as trade union duties, involvement with institutional governance etc., attendance at conferences, peer review ♣ Reasonable adjustments under the DDA to ensure that disabled staff have a manageable workload ♣ Sufficient time to enable all work to be performed to an acceptable quality 	<ul style="list-style-type: none"> ♣ Detailed local arrangements, with subject specificity if necessary, which honour protections in existing models ♣ Provisions made for staff working or located overseas ♣ Defined maximum number of weeks for teaching and related duties ♣ Clear support mechanisms for probationary/new staff ♣ Pastoral duties, including email contact with students

Shape of working day, working week and working year	<ul style="list-style-type: none"> ♣ Family friendly and work-life balance policies to ensure genuine flexibility for staff ♣ Normal working week recognised as Monday – Friday ♣ Ability to take daily lunch break ♣ Unsocial hours (weekends and evenings) necessitated by job type but covered by agreed policy with UCU ♣ Regular breaks even where hours of work are not fixed ♣ Account to be taken of implications of three-semester year courses. 	<ul style="list-style-type: none"> ♣ Specific flexi-time arrangements ♣ Agreement to carry out a proportion of the agreed working week at a location of choice of the member of staff e.g. at home ♣ Lunch break of minimum agreed duration, between 12.00 and 2.00, excluding time spent on work-related travel ♣ Childcare provisions (where employees are required to work outside of the normal working week) ♣ No three session days or split session days ♣ No requirement to teaching / at place of work for the first period(s) if teaching the previous evening
Annual leave / Holidays	<ul style="list-style-type: none"> ♣ Defined minimum number of days leave per year (the post-92 contract specifies 35 days per annum) ♣ Bank holidays and closure days in addition to annual leave entitlement ♣ Right to take a period of leave in a block, e.g. six weeks in the summer ♣ No unreasonable restrictions on when leave can be taken ♣ Pro-rata arrangements for part time and hourly paid staff 	<ul style="list-style-type: none"> ♣ Documentation to record annual leave ♣ Arrangements for carrying over of leave

Teaching	<ul style="list-style-type: none"> ♣ Overall allocation of time (expressed either as maximum hours or as a ratio of working week), to include direct contact time, preparation, assessment, feedback, marking and associated administration. 	<ul style="list-style-type: none"> ♣ Class size/number of students for whom you have responsibility ♣ Type of teaching (seminar, lecture, lab, e-learning) ♣ Curriculum development ♣ All contact with students including email ♣ Supervision of undergraduate and postgraduate projects/dissertations ♣ Maximum contact hours – for example in the post-92 sector there is a maximum of 550 hours per annum and 18 hours per week ♣ Contingency time, e.g. Referrals, covering for absent staff
Scholarship	<ul style="list-style-type: none"> ♣ Paid time set aside in year for all teaching and academic-related staff for personal research and scholarship ♣ Adequate time for professional subject updating ♣ Appropriate provision for part-time and hourly paid staff according to their academic range (this may be in excess of pro-rata provisions) 	<ul style="list-style-type: none"> ♣ Specific allocation of time for self-directed research and scholarly activity relating to both subject area and professional interest within the working weeks of the teaching year and outside of the teaching year. ♣ Allocation to take account of scholarly activity necessitated by academic level or development of new areas of teaching if not already provided for as teaching preparation time. ♣ Provision for study leave and / or sabbatical leave ♣ Provision of funding

Research	<ul style="list-style-type: none"> ♣ Overall allocation of hours (expressed as ratio of working week) ♣ Avoidance of excessive pressure to meet targets ♣ Accounting of research-related activities e.g. attendance at conferences, journal editing, applications for funding, peer reviews, preparation of conference papers ♣ Exploitation of research 	<ul style="list-style-type: none"> ♣ Specific allocation of time for weekly research duties ♣ Allocation of agreed hours for certain research roles within team, group, department on a transparent and equitable basis ♣ Supervision of research staff and students ♣ Recognition of local pressure due to REF submissions (or similar) ♣ Recognition and reflection of the time spent on research as submitted to funding body / bodies under full economic costing. ♣ Knowledge transfer activities ♣ Research governance ♣ Management of laboratories
Academic Management / Administration	<ul style="list-style-type: none"> ♣ Overall allocation of time (expressed as a ratio of working week) ♣ Clearly defined role and responsibilities ♣ How academic related and support staff relate to and support teaching and research ♣ Attendance at meetings 	<ul style="list-style-type: none"> ♣ Number of hours per job or project ♣ Identification of departmental/school/faculty/university academic management roles with agreed annual hours ♣ Recognition of administrative functions incurred through research related contracts ♣ Developing partnerships ♣ Marketing, recruitment, outreach activities etc ♣ Student grievance issues ♣ Recognition of time for equalities issues ♣ Auditing of activities undertaken

Staff Management	<ul style="list-style-type: none"> ♣ Allocation of time for adequate management of staff ♣ Defined time to maintain and develop management role 	<ul style="list-style-type: none"> ♣ Number of hours per member of staff managed
Professional development	<ul style="list-style-type: none"> ♣ Defined time for continuing professional and career development ♣ Defined time to maintain professional practice standards and status dependent on field. ♣ Appropriate provision for part-time and hourly paid staff (this may be in excess of pro-rata provisions) 	<ul style="list-style-type: none"> ♣ Activity relating to membership of relevant professional bodies
Learning and communication technologies including ICT	<ul style="list-style-type: none"> ♣ Provision made for time to learn new technologies ♣ Provision made for using learning and communication technologies (including taking breaks and other necessary H&S procedures). ♣ No expectation of use of learning and communication technologies for work purposes outside of normal working week. ♣ 'Serendipity' time 	<ul style="list-style-type: none"> ♣ Specific agreements on reasonable level of support that students can expect by electronic means (websites, blogs, Blackboard, webcams, video conferencing etc) ♣ Time for installation/maintenance of hardware and software of both home (if applicable) and work computers, Blackberries etc ♣ Additional time needed when teaching and / or marking electronically rather than face-to-face ♣ Provision to minimise/compensate (time) for work lost through IT failures ♣ Controls over use of video-conferencing, webcam links

		etc., so that class size is not increased
Health and Safety	<ul style="list-style-type: none"> ♣ Provision made for learning and keeping up to date with H&S requirements ♣ Provision made for meeting H&S duties ♣ Regular negotiations between employer and recognised trade unions on Health and Safety issues 	<ul style="list-style-type: none"> ♣ Recognition of any specific H&S functions either as a result of role or work environment

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These notes should be read in conjunction with the workload template set out on pages 8-13

Basic

General

✓ **Duties required by employer must fit into band of no more than 35 -37 hr per week**

In the post-92 sector some local variations of the national contract for England, Northern Ireland and Wales specify a normal working week, usually of around 35 to 37 hours.

In the pre-92 sector, although working hours in the majority of academic contracts – and a substantial proportion of academic-related contracts – are unspecified, the specified working hours for other staff will fall within 35-37 hours per week. HEIs will also use a notional working week between these boundaries to calculate pro-rata contracts and in grant applications.

UCU believes that it is reasonable to expect that the work required of academic and academic-related staff by their managers can be undertaken within these hours.

Branches/LAs who are able to negotiate a fixed working week of no more than 35-37 hours are encouraged to do so.

✓ **Arrangements for time off in lieu (TOIL) and / or overtime pay**

There will be times during the year that the employer may request that the members of staff exceed their weekly hours for a specified reason. Any such additional hours should be agreed with the member of staff but they should be provided with time off at a later date to cover the additional hours or given overtime pay. Unless such provisions exist, the likelihood is that staff will be routinely asked to work overtime with no recompense.

✓ **Work related travel to be acknowledged**

Academic and related staff are often required to travel for work. The employer should acknowledge travelling time for all such travel and make the necessary allowances. Such allowances should be based on the real time the travelling takes.

✓ **Probationary / new staff to have lighter than average workload**

It should be recognised that probationary or new staff will need time to familiarise themselves with their post and possibly a new institution. To allow adequate time for this, workload allocations should be lower for probationary / new staff for an agreed period, together with time off to fulfil any training aimed at new staff.

✓ **Acknowledgment of representative functions such as trade union duties, involvement with university/faculty/school governance etc.**

Although most employers will, in theory, provide reasonable time off for trade union duties and other representative functions, unless such time is recognised within workload allocation such activities will end up being done in the member of staff's own time.

✓ **Reasonable adjustments to ensure that disabled staff have a manageable workload**

There should be recognition of the employer's responsibilities towards disabled staff, and their obligations to make 'reasonable adjustments' in terms of workload

✓ **Sufficient time to enable all work to be performed to an acceptable quality**

Excessive workloads inevitably result in a trade-off in standards – this should be taken into account in devising a workload agreement to ensure that quality is not sacrificed to quantity.

Specific

✓ **Detailed local arrangements, with subject specificity if necessary, which honour protections in existing models**

A specific level agreement may specify the maximum working week, give detailed arrangements for TOIL / overtime, set out the provisions relating to work-related travel and specify the extent to which the workload of probationary/new staff will be reduced and for what period. It may also include the institution's facility agreement with the UCU and set out how many days will be provided for other representative functions. Nothing in the agreement should undermine existing arrangements and in particular, in the post-92 sector, no provisions should undermine the post-92 contract.

✓ **Provisions made for staff working or located overseas**

At this level the agreement may also set out provisions for the workload allocation of staff working with overseas institutions or those based overseas. The purpose would be to ensure that the protections afforded to other staff in relation to workload allocation are extended to such staff and that any necessary additional time needed as a consequence of the working arrangements is fully taken into account. For example, travelling days and time spent away from home may be factored into a workload allocation model.

✓ **Defined maximum number of weeks for teaching and related duties**

A maximum number of teaching weeks should form part of the agreement – in the post-92 sector this is currently defined as a maximum of 38 weeks, of which two weeks are set aside for teaching-related administration.

✓ **Clear support mechanisms for probationary/new staff**

At this level there should be clear guidance relating to the support offered to new staff.

✓ **Pastoral duties, including email contact with students**

There should be time recognised in any agreement for non-academic pastoral duties undertaken. This can include telephone and email contact with students and contact with 3rd parties.

Shape of the working day and working week

General

✓ **Family friendly and work-life balance policies to ensure genuine flexibility for staff**

There should be agreed family-friendly and work-life balance policies in place in the institution to reflect both legal requirements and good practice. JNCHES guidance on work-life balance can be downloaded from the UCEA website at: http://www.ucea.ac.uk/ucea/filemanager/root/site_assets/jnches/ucea0824_attachments_jnches_equalities_forum_wlb_guidance_feb_2008.pdf

✓ **Normal working week recognised as Monday – Friday**

Although it is recognised that there may be occasional times when staff may be requested to work outside of the normal working week of Monday-Friday such instances would be exceptional.

✓ **Ability to take daily lunch break**

The right to a lunch break at an appropriate time (i.e between noon and 2.00pm) should form part of any agreement.

✓ **Unsocial hours (weekends and evenings) necessitated by job type but covered by agreed policy with UCU**

Where a post does require evening or weekend work such working should be covered by an agreed policy which could cover matters such as additional payments for such work, maximum incidence of unsocial hours etc. It should be made clear to candidates at the

time of appointment through the job description if evening and/or weekend work is likely to be required.

✓ **Regular breaks even where hours of work are not fixed**

Rights to breaks within the working day and between working days must be recognised and taken account of in any workload allocation.

✓ **Account to be taken of implications of three-semester year**

Where courses continue over the summer agreement needs to be reached regarding the impact on the shape of the working year.

Specific

✓ **Specific flexi-time arrangements**

For staff who have specified working hours a specific level agreement may include an agreed flexi-time policy that allows staff to work flexibly within a range of hours.

✓ **Agreement to carry out a proportion of the agreed working week at a location of choice of the member of staff (e.g at home)**

Time actually spent on 'working from home' should be recognised as forming a clear part of any workload protection agreement.

✓ **Lunch break of minimum agreed duration, between 12.00 and 2.00, excluding time spent on work-related travel**

At this level the lunch break entitlement should be defined.

✓ **Childcare provisions (where employees are required to work outside of the normal working week)**

A Specific agreement should define the childcare (or other caring responsibility) provision that will be available for members of staff if they are required to work outside of their normal working week for example when attending conferences away from home.

✓ **No split sessions days or three session days**

A session has to be defined in terms of hours, e.g. 9-12, 12-18.00, 18.00-21.00 hours.

An agreement should identify a sensible spread of teaching hours throughout the working week.

- ✓ **No requirement to teaching/at place of work for the first period(s) if teaching the previous evening**

Details at this level should include an agreement on adequate rest time between teaching sessions.

Annual leave / Holidays

General

- ✓ **Defined minimum number of days leave per year**

Academic and related staff should be afforded a defined minimum number of days leave per year as other colleagues in the institution are. Whilst having non-specified leave has allowed our members in the past to have a degree of flexibility and control over their working time, many are now finding that the expectations of their managers leave them little time to take adequate leave. The post-92 contract specifies 35 days leave per annum, plus public holidays and institutional closure days and branches/LAs in the pre-92 sector are encouraged to work towards this.

- ✓ **Bank holidays and closure days in addition to annual leave entitlement**

It needs to be specified in any agreement that annual leave entitlement is on top of public holidays and days when the institution chooses to close.

- ✓ **Right to take a period of leave in a block, e.g. six weeks in the summer**

An agreement should include the right to take proper leave in a useful amount at any one time.

- ✓ **No unreasonable restrictions on when leave can be taken**

Subject only to demands of the teaching or research year, leave should be available at a time to suit members of staff.

- ✓ **Pro-rata arrangements for part time and hourly paid staff**

It is important that any agreement includes the principle of pro-rata leave entitlement for part time and hourly paid staff. Consideration should be given to the position of staff who do not work on Mondays as at least half of all of bank holidays fall on a Monday.

Specific

- ✓ **Documentation to record annual leave**

Agreements at this level may specify the administrative procedures necessary to apply for/notify and record annual leave.

✓ **Arrangements for carrying over of leave**

Agreements may also include provision for carry over of annual leave from one leave year to another. A typical provision would be for staff to be allowed to carry over 5 days' annual leave, and more with permission. All annual leave accrued and unable to be taken due to absences from work e.g. through maternity or sick leave, should be capable of being carried forward.

Teaching

General

- ✓ **Overall allocation of time (expressed either as maximum hours or as a ratio of working week), to include direct contact time, preparation, assessment, marking and associated administration.**

The level of teaching could be expressed as a maximum teaching hours per year and/or per week. Where teaching hours are specified there must be an acknowledgment that this is to include all aspects of teaching including direct contact time, preparation, assessment, marking and associated administration.

Any maximum of teaching hours must be achievable, along with the other requirements of the post, within the overall negotiated working week.

Alternatively, the level of teaching could be expressed as a ratio of the working week with the other core functions of the post. For example, it could be specified that the ratio of teaching: research: administration is x:y:z. The hours allocated to teaching would however need to include contact time, preparation time, assessment and marking time so the actual contact time would be much lower.

Specific

- ✓ **Class size/number of students for whom you have responsibility**

A specific level workload agreement could set out either a maximum class size / number of students for whom the post has responsibility. Alternatively it could include a calculation that factors in class size etc in determining workload allocation. This is recognising that the time needed for marking, assessment, student support, number of tutorials, pastoral care etc increases with the number of students.

- ✓ **Type of teaching (seminar, lecture, lab, e-learning)**

An agreement at this level may also include provision for taking into account the type of teaching in allocating workloads. This would recognise the different levels of preparation, feedback and support that are required for different types of teaching.

- ✓ **Curriculum development**

An agreement should incorporate time spent on developing the curriculum, course design and review, and any associated duties.

✓ **All contact with students including email**

A detailed workload agreement should factor in all required contact time with students including e mail. Members are increasingly being expected to respond to students outside of specified teaching time by a variety of methods. The time needed to meet such needs should be factored into the overall workload of staff.

✓ **Supervision of undergraduate projects/dissertations**

A workload agreement may specify a reasonable allocation of hours that is expected to be spent on each undergraduate project or dissertation supervised.

✓ **Maximum contact hours – for example in the post-92 sector there is a maximum of 550 hours per annum and 18 hours per week.**

One way to specify teaching requirements is to set a maximum number of teaching contact hours per year and/or per week. In the post-92 contract it specifies that the maximum number of contact teaching hours will be 550 per annum with no more than 18 in any week. It should be noted that these are maxima and allowances for additional duties such as course management, year tutorship, admissions tutor, etc. need to be subtracted from this maximum. Anyone engaged in teaching at this level could not be expected to carry a significant research load.

✓ **Contingency time, eg. Referrals, covering for absent staff**

A workload protection agreement should make allowances for time needed to deal with the inevitable additional duties associated with student referrals or covering for colleagues.

Scholarship

General

✓ **Paid time set aside in year for all teaching and academic-related staff for personal research and scholarship**

All workload agreements need to make provision for scholarship, fully recognising the scholarship necessary for academic and related staff to be able to carry out their duties effectively. It is especially important to recognise that staff labelled by management as 'teaching only' (UCU would refer to such staff as engaged in teaching and scholarship), hourly paid lecturing staff and academic-related staff are afforded this recognition.

✓ **Adequate time for professional subject updating**

Time needs to be built into any workload model to allow staff to update themselves with their subject area.

- ✓ **Appropriate provision for part-time and hourly paid staff according to their academic range (this may be in excess of pro-rata provisions)**

Full recognition must be given to needs of part-time and hourly paid staff in relation to scholarship and professional subject updating. It also needs to be recognised that such time may be in excess of the pro-rata nature of their employment contract.

Specific

- ✓ **Specific allocation of time for self-directed research and scholarly activity relating to both subject area and professional interest within the working weeks of the teaching year and outside of the teaching year.**

An agreement at this level may specify a minimum number of hours / days / weeks within the teaching year that members of staff can use for self-directed research and scholarly activity plus an additional period of time outside of the teaching year. The post-92 contract specifies approximately 4 weeks and 3 days for research, scholarship and professional development.

- ✓ **Allocation to take account of scholarly activity necessitated by academic level or development of new areas of teaching if not already provided for as teaching preparation time.**

Where teaching preparation time assumes little change in modules or courses being delivered an additional element of time should be provided when a member of staff is required to develop new modules or courses.

- ✓ **Provision for study leave and / or sabbatical leave**

A number of institutions provide for study leave or sabbatical leave and such an agreement could be provided with a specific level workload agreement. Such provision is often linked to a minimum period of service with the institution.

- ✓ **Provision of funding and other resources**

In addition to recognising the time needed for development an agreement at this level may indicate the availability of funding and other resources for staff to pursue career development opportunities.

Research

General

- ✓ **Overall allocation of hours (expressed as ratio of working week)**

Such an agreement may set out that the employer expects the employee to spend a proportion of their working time on research. So they may specify a ratio of a:b:c for research:teaching:administration. Whatever ratio is agreed, the amount of time needed to

carry out the research, teaching and administration duties of the post must be achievable in the negotiated working week.

In seeking to limit research time in this way we are merely suggesting that a limit needs to be sought on the essential research required to carry out the functions of the post. There will be research active staff who *choose* to undertake research in their own time. We are not seeking to limit this. We are however seeking to limit, to a reasonable level, the amount of work that is required of academic and related staff by their managers.

▼ **Avoidance of excessive pressure to meet targets**

Use of targets and metrics for research work in workplans is inappropriate. Workplans should be expressed in terms of the volume and/or proportion of time allocated to various activities, and should not be expressed in terms of targets such as publications, gaining funding etc.

▼ **Accounting of research-related activities e.g. attendance at conferences, journal editing, applications for funding, peer reviews, preparation of conference papers**

At this level an agreement should acknowledge the time needed, within the negotiated working week, to undertake research related activities such as attending conferences, journal editing and applications for funding.

▼ **Exploitation of research**

Where the development of means of applying or exploiting the outcomes of research are a requirement, time likely to be spent on this should be factored into an agreement.

Specific

▼ **Specific allocation of time for weekly duties**
Allocation of agreed hours for certain research roles within team, group, department

A specific agreement may allocate a set number of hours per week for carrying out research duties (not voluntary research that the member of staff chooses to undertake).

The agreement may also allocate a set number of hours per week for undertaking specific roles. For example, a research team leader may be allocated additional hours to take into account their project leadership role.

✓ **Allocation of agreed hours for certain research roles within team, group, department, on a transparent and equitable basis**

Where research is carried out within a department, time allocated to each member of staff should be clearly agreed to ensure fairness.

✓ **Supervision of research staff and students**

A workload agreement may specify a reasonable allocation of hours that is expected to be spent on each member of research staff or student supervised.

✓ **Recognition of local pressure due to RAE/ REF submissions (or similar)**

Where an institution requires research active staff to undertake specific and additional duties / tasks / projects in response to the RAE / REF (or a successor) this needs to be accounted for in any workload allocation.

✓ **Recognition and reflection of the time spent on research as submitted to funding body / bodies under full economic costing.**

Where the institution has made applications for grants to funding bodies which include an estimate of the time a member of staff (e.g. the PI) will spend on a project, this time must be factored into the workload allocation and must be reasonable within the negotiated working week taking into account teaching and administration duties. On the other hand, the practice of trying to win research grants by under-estimating the real time needed to do the work, and hence the real costs, should be discouraged. Staff must be provided the time genuinely necessary to do the work on their workplans, whatever the level of funding in the research grant.

✓ **Knowledge Transfer Activities**

Agreements at this level should take into account any time spent in the development and delivery of any Knowledge Transfer programmes.

✓ **Research governance**

Time should be factored in for duties relating to committee work relating to research.

✓ **Management of laboratories**

Where responsibility for the management of laboratories form part of the role, time spent on this activity should be included in an agreement.

Academic Management / Administration

Academic management is a term used to encompass the administrative and associated duties required to support the core functions of an academic or related role.

General

v Overall allocation of time (expressed as a ratio of working week)

An agreement at this level may set out the proportion of the working week that the employer and employee agree is reasonable to allocate to academic management functions. Whatever ratio is agreed, the academic management functions of the post must be achievable in the proportion of the working week allocated to such functions.

v Clearly defined role and responsibilities

It should be clear within the agreement what academic management functions are expected of the post and which are not.

v How academic related and support staff relate to and support teaching and research

The level and nature of support for teaching and research provided by academic related and support staff as part of the academic team should be specified and acknowledged in any workload allocation.

Specific

v Number of hours per job or project

An agreement at this level may specify a certain number of hours for each job or project associated with academic management. It is important that the number of hours is negotiated and is a fair reflection of the actual hours needed to carry out the duties.

v Identification of departmental/school/faculty/university academic management roles with agreed annual hours

Where staff take on specific academic management roles such as year tutor, admissions tutor, course or programme leader, a specific level agreement could set out the hours to be allocated on any workload allocation for each of those roles.

v Recognition of administrative functions incurred through research related contracts

Where staff are working on research related contracts it is important that the administrative functions that arise as a result of that contract are acknowledged in allocating workloads.

✓ **Developing partnerships**

Recognition of time spent in developing partnerships should be incorporated in time allocated to projects.

✓ **Marketing, recruitment, outreach activities etc.**

Such duties should be factored in to the annual workload expectations. These activities are increasingly regarded as compulsory, and therefore should form part of any agreement.

✓ **Student grievance issues**

A recognition of the time needed to deal with student grievance issues should be included in an agreement at this level.

✓ **Recognition of time for equalities issues**

The general and specific requirements of monitoring and complying with Equalities legislation should form part of an agreement.

✓ **Auditing of activities undertaken**

Time spent on accounting for activities and reporting needs to be taken into consideration.

Staff Management

General

✓ **Allocation of time for adequate management of staff**

Where part of role involves staff management there needs to be recognition that the management aspect of the role requires adequate time to carry out properly. This should provided adequate time to support and mentor staff, carry out necessary supervision, support staff development and training, carry out agreed appraisals, run team meetings, etc.

✓ **Defined time to maintain and develop management role**

As with any professional role, the role of being a manager requires time to maintain and develop skills.

Specific

v Number of hours per member of staff managed

A branch / LA may want to negotiate on a formula that directly links the number of staff managed to the hours allocated to the management role. This may not be a linear correlation – for example you do not necessary need twice as much time for management functions to manage 10 as opposed to 5 members of staff but you do need more time allocated to your management function.

Professional development

General

v Defined time for continuing professional and career development

Workload agreement should recognise the time needed for professional and career development, and allow time for it in any workload allocation.

v Defined time to maintain professional practice standards and status dependent on field

Some areas of professional practice will require staff to undertake a minimum number of hours within their profession to maintain their professional status. The undertaking of this work must be provided for within any workload model – staff must not be expected to use their own time to maintain their professional status.

Specific

v Activity relating to membership of relevant professional bodies

An agreement at this level may include specified time to allow staff to undertake activities of their professional bodies, e.g. attendance at conference, service on executive or other committees.

Learning and communication technologies including ICT

General

v Provision made for time to learn new technologies

Often staff are presented with new technology to use but no time is given to learn how to use such technology. A basic level agreement could state that when staff are required to adopt new technologies they will be provided with adequate learning time.

✓ **Provision made for using learning and communication technologies (including taking breaks and other necessary H&S procedures)**

An agreement should recognise the time needed to make use of learning and communication technologies including any breaks that using such technologies necessitates.

✓ **No expectation of use of learning and communication technologies for work purposes outside of normal working week.**

An agreement could include a commitment from the employer that staff will not be expected to use learning and communication technologies for work purposes outside of the normal working week.

✓ **'Serendipity' time**

Workplans should be flexible enough to allow time for unpredicted opportunities to pursue knowledge.

Specific

✓ **Specific agreements on reasonable level of support that students can expect by electronic means (websites, blogs, Blackboard etc)**

An agreement may make provision for the time taken by staff to support students by electronic means but may also seek to define what a reasonable level for such support is.

✓ **Time for installation/maintenance of hardware and software of both home (if applicable) and work computers, Blackberries etc**

The time required for general IT equipment maintenance needs to be recognised.

✓ **Additional time needed when teaching and / or marking electronically rather than face-to-face**

Time provided for teaching and / or marking should be increased by an agreed factor if such duties are required to be undertaken electronically.

✓ **Provision to minimise/compensate (time) for work lost through IT failures**

Where time is lost through computer down time there should not be an expectation that this is 'made up' from time allocated to other tasks.

- ✓ **Controls over use of video-conferencing, webcam links etc., so that class size is not increased**

There should not be an expectation that IT provides a means to increase workload (i.e by increasing student numbers).

Health and Safety

General

- ✓ **Provision made for learning and keeping up to date with H&S requirements**

Agreed provision should be made within workload models for staff to learn and keep up to date with H&S requirements. Such provision may vary according to the work environment.

- ✓ **Provision made for meeting H&S duties**

There also needs to be time for undertaking all H&S duties. Again such provision will vary according to the work environment and will also vary depending on the duties of the post. However, all staff have some health and safety duties, so this should be recognised.

Specific

- ✓ **Recognition of any specific H&S functions either as a result of role or work environment**

A specific level agreement may set out the amount of time associated with a variety of functions under H&S that need to be taken into account.

The process of negotiating and agreeing individual work plans

Introduction

This document deals with the process of negotiating and agreeing work plans for individual staff. It does not deal with the contractual parameters which should govern work plans. These are addressed elsewhere in UCU guidance on local negotiation on workload protection.

When negotiating on workload protection, branches and LAs will wish to pay attention to process issues as well as content, since it is via these process issues that UCU locally can keep some control over work plans and protect individuals from being pressured into taking on excessive workloads.

Agreement not managerial or peer group imposition

First it is important to emphasise that as far as possible work plans should be agreed not imposed, either by managers or by a group of staff passing all the work they do not want to do to someone else, e.g. the newest member of the department. This means there has to be space for individuals to express their preferences and the presence of a collegial organisational culture, with a commitment by managers to fairness and equity.

Who are the parties to the agreement?

Individual work plans should be agreed between the individual and their immediate manager, with some peer group moderation of the process.

Who is the manager? In some cases it will be the head of an academic or academic-related department. It may, in the case of larger departments, be someone who has been delegated this role, for instance as a team leader or deputy head. Sometimes it will be necessary, as part of UCU negotiations on work planning processes to ensure that managers can be identified for staff. It is important to avoid the situation where an individual is work planned by more than one manager, even if they have a variety of roles which involved reporting to more than one manager, since this increases the risk of overload.

Who is the peer group? It may be an academic or academic-related department or a sub-section thereof. Since work plans should be published within the peer group, it is important to avoid excessively small peer groups (under 10) which do not allow a sufficiently wide basis for comparison. If small departments/subject groups/teams are being used for work planning purposes, it is advisable for them to twin with other peer groups for work planning comparisons.

The timetable for designing and agreeing work plans

It is good practice for managers to hold initial work planning meetings with their staff at the start of the summer term. This can be an opportunity for staff to indicate any changes they would like in their work plan for next year, e.g. a wish to change some of their teaching, take on a new research project, drop a role etc.

Managers should then draw up a provisional work plan for each member of staff. As far as possible managers should do this on the basis of knowledge of which research projects are running next year, which teaching has to be covered etc.

The provisional work plans should be discussed initially with each member of staff before being shared with the group. If the individual indicates provisionally that they are content with their work plan, the work plans should be published to the peer group, with a time period for objections and renegotiation, before they are signed off as agreed work plans.

Final work plans for the next academic year should be published before the end of the existing academic year.

Criteria for agreement and stages of agreement

There are some basic criteria UCU members should consider when agreeing their work plans. These include:

- 1 is it within my contract?
- 2 is it reasonable?
- 3 is it fair and equitable in comparison with what other staff are being offered?

Point (a) requires members to know their contracts or at least to know enough to check with a union representative if they think they are being asked to work beyond the contract. This gives UCU a lot of opportunities for organising work, in terms of leaflets and briefing sessions for members on knowing their employment rights.

Point (b) invites the member to consider reasonableness across the board. This can include:

- v whether the work plan is achievable within the time available;
- v whether they can do the work they are being asked to do, in terms of their abilities, knowledge and qualifications;
- v career aspirations;
- v work-life balance;
- v any health or disability issues.

Point (c) can only be addressed after seeing the provisional work plans for other members of the peer group. Members should particularly consider:

- v are all work plans within the agreed contractual limits?
- v whether everyone's career development needs are being addressed
- v fair sharing of more and less desirable tasks

Transparency and confidentiality

The peer group approach to work planning requires transparency within the peer group. The branch/LA may also wish to seek wider publications of work plans, for instance in a division, school or faculty. It is possible for all work plans to be published across the university, as all teaching timetables are in some institutions, but this can lead to the danger of work plans being read by those who are not covered by the process and do not necessarily understand it.

There may be some issues also of confidentiality where individuals have work plans where reasonable adjustments have been made because of a member's disability or personal circumstances..

Templates for depicting work plans

In some universities there may be a wide number of templates used for depicting work plans. There is a case for UCU negotiating a standard template with the employer, since this makes the enforcement of consistency easier. If UCU does not take this approach, it is in any case important to ensure that all templates are contract compliant.

The template should contain a number of areas, including possibly:

- ✓ research and scholarship
- ✓ consultancy and knowledge transfer
- ✓ teaching and related duties (preparation and marking)
- ✓ academic management and administration
- ✓ general academic duties (e.g. ceremonies, open days, departmental meetings)
- ✓ staff training
- ✓ professional association activities
- ✓ trade union work
- ✓ work-related travel

Obviously not all staff will have an entry under every heading.

Appropriate and inappropriate linkages to the staff appraisal process

Individuals should have the opportunity to feed outcomes of their appraisal/staff development review into the work planning process, *if they choose to do so*. For instance if they have agreed with their appraiser that they take a course or study for a particular qualification or develop a new area of work, they can ask for this to be incorporated in their work plan for the next year.

It is not permissible for managers to use appraisal outcomes in a punitive or restrictive way when discussing work plans.

Changes to work plans during the year

There are a number of valid reasons why an individual and/or their manager might seek to renegotiate a work plan during the year. These include:

- ✓ changing teaching demands, as a result of student recruitment;
- ✓ research grants achieved during the year;
- ✓ an area of work proving significantly more onerous and time-consuming than expected;
- ✓ changing role responsibilities;
- ✓ cover for staff absence;
- ✓ reduced work load during a phased return to work.

Changes, after agreement, should be published in the peer group.

Mechanisms for appealing work plans

In the event that an individual and the manager cannot agree the work plan, there should be an appeal panel with the faculty/school etc. to which the matter can be referred.

Staff do also have the right to use the grievance procedure.

UCU WORKLOAD CALCULATOR

Working time available:

Number of working weeks per year = 52 – [(annual leave) + (closure days) + (bank holidays)] = A

Working hours per year = A x (agreed / nominal working hours per week) = B

All work allocated should be capable of being undertaken in (B) hours per year.

	Annual hours	Total
Teaching / learning and related duties (this applies to teaching staff and other staff who have contact with students)		
Direct contact time with students		
Email contact with students		
Preparation of learning materials		
Assessment, marking and feedback		
Attending examination boards		
Attending course committees		
Attending other meetings connected with teaching duties		
Supervision of undergraduate projects / dissertations		
Scholarship		
Personal research and scholarship		
Professional subject updating		
Research		
Research time		
Writing up results of research		
Dissemination events (attendance and preparation of materials)		
Applying for funding		
Supervision of research staff and students		
Management of workplace		

	Annual hours	Total
Academic management roles		
Name of role (s) and time spent:		
Staff Management roles		
Number of staff managed and time spent:		
General academic and related duties		
Pastoral care		
Negotiating workplan		
Appraisal processes		
Attending departmental meetings		
Recruitment and outreach activities		
Degree ceremonies		
Marketing activities		
Meeting commitments under equality policies and legislation		
Routine administration		
Answering email		
Booking rooms		
Diary management		
Form-filling (for example for audit purposes)		
Photocopying		
Professional development		
Time for professional and career development		
Time to maintain professional practice standards (if applicable)		
Membership of relevant professional bodies		

	Annual hours	Total
Learning and communications technologies		
Learning, keeping up to date and using new technologies		
Health and Safety		
Learning, keeping up to date and complying with H&S requirements		
Recognition of specific H&S functions		
Other		
Work-related travel (inter-site, UK and international)		
Trade union duties		
Other representative functions		
Total annual hours		