

Bargaining for better workloads in higher education **in response to the Covid-19 pandemic**

A UCU BARGAINING GUIDE FOR BRANCHES

In brief: this document provides an update on our bargaining advice taking into account the impact of the Covid-19 pandemic.

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Introduction

We know that the workloads of our members were excessive and led to stress and damage to their mental health even before the Covid-19 crisis hit the UK.

As a very first step, we need our employers to recognise that it is not 'business as usual' and that during the crisis (and for some time to come) staff will not be operating at full capacity for a variety of reasons. They also need to acknowledge the additional time that all tasks are taking as a result of the sudden change to our ways of working.

We need to ensure that managing workloads remains a priority for the union and that any local agreements on workloads take into account changes to working practices and workload brought about by the Covid-19 lockdown and the continuing impact of the Covid-19 pandemic.

One way to address this is to develop and submit a workload claim or, if you already have a local agreement, a claim for changes to the agreement to recognise the impact of the Covid-19 pandemic.

Full negotiating and campaigning guidance on campaigning for, developing and submitting a workload claim can be found at:
https://www.ucu.org.uk/media/8404/HE-workloads-bargaining-guidance-Nov-16/pdf/ucu_heworkloads_bargainingguidance_nov16.pdf

Details of our 'It's Your Time' workload campaign on workloads can be found at:
<https://www.ucu.org.uk/workloadcampaign>

We have not attempted to update all of the advice above at the current time as we are conscious of branches' need for timely advice on dealing with the workload impact of Covid-19.



The current situation

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 that was under discussion before the pandemic hit or something the branch had not yet considered in any detail. Many departments may have local work planning models or methods of recording work, but these are not contractual and often will have been designed without trade union input.

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 work planning. The national contract for the post-92 sector in England, Northern Ireland and Wales provides for a maximum of 550 contact 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.

However, whether or not you already have a collective agreement on workload, or an imposed workload model, the impact of the Covid-19 pandemic makes it imperative that branches are engaging with their employer to (re)negotiate a workload agreement taking into account the impact of the pandemic.

There will be different starting points and different local factors affecting any workload claim or agreement but there are some common themes that will affect all workplaces.

This guidance is aimed at all groups of our members, both academic and academic related and those on both secure and some form of casualised contact.

Where branches already have an agreed workload model it is recommended that they seek a revision to their current agreement to take into account the impact of the Covid-19 pandemic.

Where there is no such agreement locally, it is recommended that branches submit a claim for a wide-reaching workload model that incorporates the issues arising as a result of the Covid-19 pandemic.



Developing a local workload claim

A local collective workload agreement on working hours and workloads can be a solid place on which to stand. Whilst ideally incorporated into the contract of employment, even without such incorporation a collective agreement will give members some level of protection against excessive workloads and give the branch the authority to challenge any breaches of the agreement. At the current time, it is important that members feel empowered to say 'no' to excessive workloads and have the backing of both the local branch and a local workload agreement.

The key to negotiating collective agreements is the development of a comprehensive claim that addresses the actual workloads of members and is based on a process of consultation with members. Branches will have to consider how they can consult with members in the absence of physical meetings and the absence of members in a shared physical location.

It is recommended that branches develop and submit any local claims for improved terms and conditions around working hours and workloads to their Joint Consultation and Negotiation Committee (JCNC) in the usual way (albeit that such meetings may now be happening remotely).

A major priority for staff working in post-92 institutions 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 or amending the maximum teaching hours for online teaching) should be met with a vigorous local response and a reminder to the employer that a breach of the national agreement risks putting them into dispute with UCU at a time when we need to be working effectively together.

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 this section may be used to develop claims for improvement and extension of existing claims. However, it is not permissible to negotiate anything less clearly defined than that which already exists.

Branches also need to take into account claims that relate to different categories of employment, such as research-only contracts, and also in relation to particular responsibilities e.g. management of staff. As far as possible these are dealt with separately in this section.

It is important to recognise these different roles in developing a local claim and negotiating workload protection models.



ACADEMIC-RELATED OR PROFESSIONAL SERVICES STAFF (ARPS)

Many Academic-related or professional services 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 ARPS staff. For example, expecting ARPS staff to work additional hours beyond their contracted or 'normal' hours without recompense to deal with the additional demands arising from the Covid-19 pandemic. Where staff have already worked excessive hours to help meet institutional and student needs (eg IT support) then those additional hours should either be paid or provided as time off in lieu (TOIL).

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). The majority of research staff are employed on fixed-term contracts, linked to length of funding. UCU has been lobbying for funded contract extensions for all research staff on fixed-term contracts as a result of the Covid-19 pandemic and branches should also be seeking the same from their employer. Where research staff have been unable to work due to the pandemic, the backlog of work that will need to be completed should be taken into account in any workload model once researchers are able to resume their work. It should not be expected that research staff will just 'catch up' on top of their normal workload.

SENIOR ACADEMIC STAFF

Any workload claim should include senior academic staff and branches should not be prevented from representing the interests of this group of staff on the basis that senior academic pay (other than the minimum pay point) is not subject to national negotiation.

HEALTH EDUCATORS AND CLINICAL ACADEMICS

Health educators and clinical academics have different needs to other staff due to a different (usually longer) teaching year and are working to the needs of two very different organisations. However, this should not exclude them from a workload model, rather any model needs to be able to be adapted to cover the work of members working in these areas.



What should be in a workload claim?

This section outlines issues that branches can use to develop local workload claims. The list is not exhaustive. Claims may be developed at the local level to suit local circumstances. Branches, in consultation with members, will need to decide what sort of agreement is best for them – whether it's one based on overarching principles or one containing detailed allocations for different types of task.

Whatever approach the branch decides, a workload agreement should:

- ensure a fair and transparent allocation of work
- ensure that workloads can be undertaken within a 'reasonable' working week
- recognise that staff should not be expected to work in their own time to fulfil the requirements of their role, including developing in the role and in their career path
- work for all staff, including those with caring responsibilities and those on part-time and/or casualised contracts
- take into account the additional workload expectations arising from the Covid-19 pandemic.

Below we set out the main features that you may want to consider in a workload agreement and take into account the impact of Covid-19.

Workload protection claims can be grouped into the following categories and include (but are not limited to):

- Coverage
- Enforceability
- Appeals process
- Time to 'catch up'
- Learning and communication technologies
- Moving work online
- Cuts in staffing
- Overall allocation of hours
- Working time
- Continuing professional and career development
- Defining professional responsibilities
- Teaching



- Research
- Academic management and administration
- Staff management
- Academic-related and professional services staff
- Provision for study leave and or sabbatical leave
- Equality
- Special circumstances/factors
- Acknowledgement of representative functions
- Health and safety
- Contingency time

COVERAGE

An agreement should cover both full-time and part-time teaching staff and all categories of academic and academic-related employment.

In particular 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.

For hourly-paid staff, the first position for a branch should be a claim that provides for all hourly-paid teaching staff to be converted to permanent fractional (or full-time) standard contracts.

Where staff remain on hourly-paid contracts there needs to be a proper mechanism for determining the hourly rate of pay that meets the objective of equal pay for work of equal value.

Hourly-paid teaching staff must either be paid a comprehensive teaching rate for every hour of teaching that adequately covers other duties such as preparation, marking, administration and attending meetings or be paid for each hour worked. The base rate must be linked to the pay of salaried staff carrying out similar work.

Branches should refer to the UCU bargaining guide on Negotiating on casualisation in higher education for further guidance:

https://www.ucu.org.uk/media/7823/Negotiating-on-casualisation-in-higher-education-a-UCU-bargaining-guide-for-branches-Dec-17/pdf/ucu_negotiatingoncasualisation_he_revdec17.pdf

Workload agreements must cover work undertaken in all locations including on campus and at home.



ENFORCEABILITY

The agreement should ideally provide for a workload model that could be enforced directly by an individual staff member through their individual contract of employment.

This means that in addition to any institutional rights to consultation, the right to a clear maximum workload of duties attaches to individuals.

The claim simply needs to expressly state that all terms are incorporated into all contracts of employment covered by the agreement. In the event that the terms of the workload document are contained in a document outside of the agreement then the relevant documents should be referred to and expressly incorporated.

APPEALS PROCESS

An agreement should provide for an appeals process to deal with individual complaints about unfair or excessive workloads to be dealt in a formal process such as a grievance procedure.

TIME TO 'CATCH UP'

As a result of the Covid-19 pandemic no member of staff will have been able to undertake their 'normal' duties. Of course many staff have been working over and above their contracted hours during lockdown but the need to move teaching provision on line, remoteness from the normal work environment, inability to access essential facilities, caring responsibilities etc. will mean that on return to a more established pattern of work (whatever that may look like) staff will need to be given adequate time to 'catch-up' on the work they have been unable to undertake during lockdown. This may vary for different staff groups and for individual staff members within those groups. However, the employer needs to recognise this 'catch-up' time in any workload agreement. We have already seen that the detrimental impact on academic output is greater for women than for men so to ignore this would have a detrimental impact on women and potentially contravene the employer's own equality policies.

LEARNING AND COMMUNICATION TECHNOLOGIES

At the current time many employers are expecting staff to move courses online and to facilitate the use of new learning and communication platforms, often with little or no training or recognition of the additional work involved.

This is likely to increase in the near future and any workload claim needs to demand recognition for the time required to properly learn and implement new technologies.

An agreement could also 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.

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



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

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

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

MOVING WORK ONLINE

In response to the Covid-19 pandemic, UCU members have worked above and beyond to try and move student resources, including teaching, onto various IT platforms allowing remote access.

Employers should recognise all the hard work that allowed this to happen so quickly but should also recognise this as a significant cause of stress for many employees who have had limited training or support on new IT software or packages.

Employers should not assume that any further changes to how courses etc. are delivered can be undertaken in a similarly short timeframe and additional training and support for using new IT should be factored into workload agreements. Similarly, introduction of new technology needs to be subject to consultation with H&S representatives.

Sufficient time needs to be allocated for any changes to course delivery and this should be reflected in workload models and workload allocations. It needs to be recognised, that developing materials to be used remotely is not simply a matter of making existing materials available to students online. It is about ensuring that the course content, and how it is delivered, is suitable for online provision. The experience of the OU is that to fully develop a course for online provision takes about two years. Whilst during lockdown our members have risen to the challenge of providing resources to students online, the time this takes needs to be recognised in any workload agreement.

Given the need to respond quickly, many staff have been willing to provide materials for use online and to provide online teaching. However, a workload model should recognise the significant resources required for staff to learn new skills to allow them to move their teaching online and the real time it takes to practically prepare, record, edit and upload online teaching resources.

It should be recognised that some staff will be unable to provide online teaching for a variety of legitimate reasons.

Branches should seek agreement that any materials, including recorded teaching and online teaching will be removed from digital platforms/websites after an agreed period. At the current time we can see no reason for this period to extend beyond the 2020/21



academic year. Branches should guard against employers seeking to cut posts as a result of having large amounts of provision online.

There should be agreement that any member of staff volunteering to help move resources online will see no detriment to their copyright or performing rights.

Where staff are required to provide a combination of online and face-to-face delivery (eg in a blended learning regime), provision is needed for time to switch between different modes of delivery and, where appropriate, to travel between different locations to deliver them.

CUTS IN STAFFING

A number of HE employers have indicated that they are considering staff reductions in response to the predicted fall in student numbers in 2020/21. UCU will of course continue to fight against any job losses (including those of staff on casualised contracts – see https://www.ucu.org.uk/media/10898/Protecting-jobs-in-HE-from-the-impact-of-Covid-19/pdf/ucu_covid19_he_protectingjobs.pdf). However, the impact of any job cuts needs to be taken into account on any workload models or workload allocation for remaining staff. Employers cannot expect that remaining staff will simply pick up the work that dismissed/retired colleagues previously undertook. Branches need to be clear that any cuts in staffing (whether through voluntary means or otherwise) need to be accompanied by a commensurate reduction on the overall workload of the organisation. Being clear that the remaining staff will not simply pick up the work of their dismissed colleagues – including those on casualised contracts – should also be a central argument in our fight against dismissals.

OVERALL ALLOCATION OF HOURS

Some workload agreements may set out the proportion of time that teaching and research staff spend on each area of their work. For example, they may choose to adopt a ratio for worktime between research: teaching: administration. Others may specify an upper limit for each area of work or may 'reserve' a minimum time for carrying out functions.

Whatever 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.

It is often the case that the teaching and administrative requirements of the role increase with an expectation that staff will undertake research in their own time. This is not acceptable. The research requirements of any role (including to develop within a role and progress within a career structure) must be achievable within the overall working week, taking into account teaching and administrative responsibilities.

During lockdown it is likely that there has been a greater focus on teaching and administration and less time for research. Certainly, where staff have been unable to work at full capacity, it is likely that it is time for research that has suffered. There is evidence that this has disproportionately affected women. Therefore, even if an acceptable ratio is, or



has already been agreed, branches should seek time for staff to realign their ratios of research; teaching; administration. For example, by reducing teaching or administrative requirements for an agreed period or giving all research active staff a period of research leave.

WORKING TIME

Any agreement on working time must include work undertaken at any location, including from home and the time taken to travel between locations.

The shape of the working year

The shape of the working year should be recognised in the agreement – for example by stating the maximum number of teaching weeks in any academic year. 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.

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

Where additional work is introduced outside of the normal teaching year to support students moving into the 2020/21 academic year, this work needs to be fully measured and allocated within an overall workload agreement. Where this cannot be done without workloads being excessive, branches should be seeking agreement that this additional work is offered, in the first instance, to existing part-time/hourly-paid staff to ensure that students receive the support they require.

Weekly hours of work

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

Normal working week

The normal working week should be 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.



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.

Any increase in the demand for working at unsocial hours as a result of the Covid-19 crisis should be on a voluntary basis and any such hours worked either paid or offered as TOIL.

Arrangements for TOIL and/ 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.

Branches should ensure that additional hours already worked as a result of the Covid-19 pandemic are fully recompensed.

Breaks

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

Rights to breaks within the working day and between working days must be recognised and taken account of in any workload allocation. This should apply even where hours or work are not fixed.

Lunch breaks should be of minimum agreed duration, between 12.00 and 2.00, excluding any time spent on work-related travel.

The need for breaks also needs to be recognised for those who are working from home. For example, ensuring online teaching or meetings provide for adequate breaks between them and staff are not expected to roll from one online session/meeting to another. There should be a variety of work both on screen and off screen to allow for breaks and changes in activity. The display screen equipment regulations and HSE guidance on regular breaks from working on screen should be followed and built into any workload model.

Leave/holidays

Academic and academic-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 in the pre-92 sector are encouraged to work towards this.

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.

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

Where staff have been prevented from taking leave as a result of the Covid-19 pandemic (eg because they are unable to travel, their workload has increased, they have caring responsibilities etc) branches should seek to agree increased carry-over of annual leave where leave has not been taken (see separate guidance on Covid-19 and annual leave at: https://www.ucu.org.uk/media/10874/UCU-guidance-on-Covid-19-and-annual-leave/pdf/ucu_covid19_annual-leave.pdf).

There should be 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.

It is important that any agreement includes the principle of pro-rata leave entitlement for part time and hourly paid staff.

CONTINUING PROFESSIONAL AND CAREER DEVELOPMENT

A workload agreement should recognise the time needed for professional and career development and allow time for it in any workload allocation. This must include staff on casualised contracts e.g. fixed-term, hourly paid, variable hours contracts.

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. Where the Covid-19 crisis has prevented any professional from keeping up with their professional practice, time needs to be set aside to allow such professional to ‘catch-up’ once the crisis has resided.

An agreement 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.

DEFINING PROFESSIONAL RESPONSIBILITIES

At the heart of any agreement on workload is defining the professional responsibilities of staff.

UCU workload surveys reveal that core teaching and research activities are being altered due to pressures on staff to perform duties outside the remit of their job. Staff are



increasingly being expected to spend a disproportionate amount of time on departmental, student and general administrative tasks.

This situation is likely to be exacerbated as a result of the Covid-19 pandemic when staff have been asked to undertake a range on 'non-core' activities to ensure that student needs are met.

UCU has been pushing an agenda to promote the professionalism of members working in the further and higher education sectors.

In order to reverse the trend of 'administration creep', where staff find themselves buried in a mound of administrative tasks, branches need to consult with members on what tasks they simply should say "no" to.

A local workload claim could include a list of duties and responsibilities that members, through a process of consultation, have concluded should not be included in their remit. Such a claim could spark a discussion with employers about what resources are needed to deal with additional responsibilities that staff are taking on which are moving them away from core responsibilities.

TEACHING

Allocation of time

The level of teaching could be expressed in a workload agreement as a maximum teaching hours per year and/or per week. It could also be expressed as a ratio of a working week.

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

The hours allocated to teaching need to include contact time, preparation time, student support, assessment, marking, editing of material from lecture capture, and teaching related administration.

Where courses are being converted or developed for online provision there needs to be adequate time allocated to this process.

In the post-92 sector there is a maximum standard of 550 hours per annum and 18 hours per 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.

It is important, in reference to annual teaching hours to consider the number of teaching weeks which are being used for calculating the work plan. Assessment weeks should be



included in the number of teaching weeks (see below). The 550 maximum should include both face-to-face teaching and remote/online teaching.

Additional student support

At the current time and into the foreseeable future, it is likely that students will require additional support to help them catch up with lost work, get used to new ways of working and progress their studies. Such support needs to be offered to students but also needs to be recognised in workplans, not merely by relying on the goodwill of staff. We also know that there has been a detrimental impact on the mental well-being of students as a result of the pandemic and our members will also need to respond to that. Without adequate time to do so our students will be let down. There is also a knock-on effect with staff requiring additional support themselves to allow them to provide the necessary support to students and this should be reflected in the workload model.

Student contact time (including online contact)

A detailed workload agreement should factor in all required contact time with students including non-academic pastoral duties and email contact time with students (third-party contact included). 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.

Whether staff are working onsite or at home, the employer needs to take responsibility for managing student expectations in relation to contact and timing of responses. It needs to be made clear to students and staff that emails etc. will not normally be responded to outside normal office hours.

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

Teaching sessions

A session should be defined in terms of hours, eg 9-12, 12-18.00, 18.00-21.00 hours. An agreement should identify a sensible spread of teaching hours throughout the working week. An agreement should include agreement on adequate rest time between teaching sessions.

Where teaching is moving online there will need to be agreement about the maximum length of a teaching session which should be no longer than agreed limits for face-to-face provision and, at times, shorter. In some cases it may be appropriate to have a shorter sessions and to schedule more breaks to acknowledge that online provisions can be more demanding/stressful/draining than face-to-face sessions. Staff should not be expected to teach online for hours on end and all sessions in excess of 60 minutes should include a comfort break.

Class size/number of students

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.

Reduction in class size to enable social distancing or online learning

Where staff are required to 'repeat' classes, tutorials, seminars etc. as a result of having smaller student numbers in a physical location or to enable online learning, full recognition needs to be taken into account for these additional resources. Each session will require an element of preparation and follow-up and so it should not be assumed that repeat sessions require less time allocated in any workload model.

Type of teaching (seminar, lecture, lab, online)

An agreement 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 but there should be no assumption that online provision requires any less time and a recognition that initially it will increase workload demand.

Scholarship

All workload agreements need to make provision for scholarship, fully recognising the scholarship necessary for academic and related/professional services 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.

There should be 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 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 four weeks and three days for research, scholarship and professional development.

Curriculum development

Adequate time for professional subject updating/curriculum development time needs to be built into any workload model to allow staff to update themselves with their subject area.

RESEARCH

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.

Where research is carried out within a department, time allocated to each member of staff should be clearly agreed to ensure fairness. Allocation of agreed hours for certain research roles within a team/ group/ department should be done on a transparent and equitable basis.

Work plans 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.

Research-related activities eg attendance at conferences, journal editing, applications for funding, peer reviews, preparation of conference papers should be accounted for.

Any requirement to develop applications for, or commercial exploitation of, research outputs will involve time over and above the research work itself, and this time must also be explicitly accounted for in a workload agreement.

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.

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

Where the institution has made applications for grants to funding bodies which include an estimate of the time a member of staff (eg 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 work plans, whatever the level of funding in the research grant.

Agreements should take into account any time spent in the development and delivery of any Knowledge Transfer programmes and time for committee work relating to research.

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

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.



ACADEMIC MANAGEMENT AND ADMINISTRATION

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

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

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.

STAFF MANAGEMENT

Where part of a role involves staff management there needs to be recognition that the management aspect of the role requires adequate time to carry it out properly. This should provide adequate time to support and mentor staff, carry out necessary supervision, support staff development and training, carry out agreed appraisals, run team meetings, etc. Where such management is being carried out remotely, additional time needs to be allocated to recognise the challenges that this poses.

ACADEMIC-RELATED AND SUPPORT STAFF

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.

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.

EQUALITY

There should be agreed family-friendly and work-life balance policies in place in the institution to reflect both legal requirements and good practice.

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.

During lockdown and until such time as all childcare, schools and carer provisions are fully functioning, employers cannot expect staff with any level of caring responsibilities to be working at full capacity. There should be no detriment to staff who are unable to



fulfill their contractual duties at this time – including to pay, performance management, inclusion (or otherwise) in REF, progression, promotion etc.

There should be recognition of the employer's responsibilities towards disabled staff, and their obligations to make 'reasonable adjustments' in terms of workload. Reasonable adjustments could include working from home and flexible scheduling arrangements. Where disabled staff are required to work from home and remotely as a result of the Covid-19 pandemic not only do their existing 'reasonable adjustments' need to be transferred to the home environment, the employer also needs to consider whether there are further reasonable adjustments required. Where staff are unable, due to their disability, to work in this way, they should not suffer any detriment.

All agreements should be subject to an equality impact assessment.

SPECIAL CIRCUMSTANCES/FACTORS

Work-related travel

Academic and related staff are often required to travel for work (in more 'normal' times). 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

Probationary/new staff should have a lighter than average workload to allow 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.

Provisions made for staff working or located overseas

An 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.

ACKNOWLEDGEMENT OF REPRESENTATIVE FUNCTIONS

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.

HEALTH AND SAFETY

There should be agreed provision within workload models for staff to undertake training and keep up to date with H&S requirements. Such provision may vary according to the work environment. At the current time this is more important than ever and staff need



adequate time to ensure they are fully aware of the H&S risk assessments and safe systems of work within the workplace, or at home. There needs to be an acknowledgement that there will continue to be a significant increase in the need for ongoing review and development of risk assessments and safe systems of work and this should be factored into any workload model.

Further, there needs to be a recognition in the workload model that undertaking everyday tasks may take much longer because of new safe systems of working, for example, moving from one part of the campus to another, accessing facilities, waiting for cleaning to take place etc.

Where staff have returned to the workplace it should be recognised that all staff will have a role (and need time) to ensure that H&S standards are fully understood by students and staff. They will also have a role in the implementation of these standards and in monitoring their efficacy where appropriate.

CONTINGENCY TIME

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



Checklist

Whether you are developing a new workload claim, developing a claim to amend an existing workload agreement or assessing a workload model being proposed by the employer, the following checklist can be used to assess whether or not the agreement covers all areas, including those issues raised by the Covid-19 pandemic.

CHECKLIST ITEM	✓	COVID-19 ADDITIONS	✓
Have members been consulted?			
Is the agreement consistent with the post-92 contract (post 92 institutions)			
Is the agreement incorporated into individual contracts?			
Is the agreement suitable for academic and academic-related, professional staff (pre-92 institutions)			
		Request for (funded) fixed-term contract extensions	
Covers all staff, including senior staff, disabled staff, those with caring responsibilities, part-time staff and staff on casualised contracts?			
Recognition that not all work activities can be pro-rated for part-time / HP staff?			
Does the agreement include a process for agreeing individual work plans including the right to appeal?			
Does the agreement ensure a fair allocation of work?			
Does the agreement ensure that workloads can be undertaken within a 'reasonable' working week?			
		Additional work expectations arising from the Covid-19 pandemic taken into account?	
		Recognition of additional time to carry out tasks due to new ways of working including meeting H&S requirements?	
		Applies to both campus working and working from home?	
		Adequate 'catch-up' time provided?	



		Time to learn and implement new technologies?	
		Adequate time to adequately prepare online courses including materials?	
		Adequate time to learn and develop skills to move teaching online?	
		Adequate time to prepare, physically record and upload online teaching?	
		Online provision voluntary?	
		Limit on how long recorded teaching and materials remain online?	
		No detriment to copyright and performing rights?	
		Workload not intensified due to staff cuts?	
		Time to catch up on research	
		Time to catch up on required professional practice?	
Number of teaching weeks per year is specified (no more than 38 in post-92 institutions)		Additional work over the summer to support students that cannot be incorporated into existing workloads without them being excessive offered to existing part-time / hourly paid staff in the first instance	
Maximum working week (35-37 hours) specified?			
Normal working week Monday - Friday?			
Any work outside normal working week paid or provided with TOIL?			
		Additional work already carried out in response to the Covid-19 pandemic fully recompensed?	
Right to a lunch break and during the working day?		Breaks provided for those working at home?	
		Adequate breaks between online sessions meetings?	
Leave specified (the post-92 contract provides for 35 days pa in addition to bank holidays and any closure days)?			
		Staff allowed to carry over leave they have been unable to take due to the Covid-19 pandemic?	



Time for professional and career development?			
Professional responsibilities defined?			
Maximum teaching hours specified (no more than 550 pa in the post-92 contract)?		Teaching maxima include both face to face and online provision?	
		Additional time for student support to help them with new ways of learning and to support their mental health?	
All student contact time recognised including emails, 1-1 remote meetings and pastoral duties?			
Adequate rest time between teaching sessions?		Comfort breaks accommodated in all online provision?	
		Maximum length of online teaching sessions specified?	
Class size factored into workload?			
		Repeat classes as a result of smaller class sizes still provided with adequate preparation etc. time?	
Adequate time for scholarship activities (for all staff)?			
Adequate time for curriculum development?		Adequate time for curriculum development taking into account different ways of delivering courses?	
Research time protected?			
All research related activities recognised?			
Management duties recognised?			
Agreement subject to an equality impact assessment?			
		Recognition of the impact on work outputs whilst schools, nurseries, care facilities etc. remain closed and that staff should suffer no detriment as a result of this?	
Recognises the need for reasonable adjustments for Disabled staff?		Recognition that additional adjustments may be necessary for Disabled staff working from home?	
		Recognition that some Disabled staff may not be able to work remotely and should suffer no detriment as a result of this?	
Work related travel recognised?		including travelling between work and home where staff are required to work in both?	



Provision for new / probationary staff?			
Adequate time to carry out H&S duties?		Additional time provided for staff to be made fully aware of, explain to others and enforce, any H&S provision arising from the Covid-19 pandemic.	
Contingency time provided for in the agreement?			