

## BRISTOL UCU ANTI-CASUALISATION CLAIM – OCTOBER 2018

### Introduction

Casualisation – the trend towards the employment of staff on precarious, insecure terms and conditions – has been identified as one of the modern scourges of HE. A 2016 series of *Guardian* articles highlighted how universities have imported the 'Sports Direct model' for academic terms and conditions'.<sup>1</sup> More recently, the BBC has noted the often precarious nature of HE careers, especially for those starting out in academia,<sup>2</sup> and earlier this year, in a *Times Higher* piece 'The neurotic academic: how anxiety fuels casualised academic work', Dr Vik Loveday vividly highlighted the associated costs to the staff experience.<sup>3</sup>

At the University of Bristol, according to the latest HESA data, 45.9% of all academic staff are on insecure contracts. 53.2% of all teaching staff are on insecure contracts, putting Bristol 42 out of 164 HEIs on UCU's insecurity ranking.<sup>4</sup> More widely, according to UCU, three-fifths (59%) of academics at Russell Group universities are employed on insecure contracts.

University of Bristol UCU is calling for a **Special Interest Group (SIG)**, consisting of UCU and University of Bristol management representatives to discuss this Anti-Casualisation Claim. Bristol UCU considers this to be a matter of negotiation between the University and UCU. It is important that negotiations are conducted in a structured and timely fashion, with measurable actions resulting from the negotiations.

Negotiations should be conducted with a view to seeking agreement by **January 2019**. Bristol UCU also requests a **joint statement of intent** with the University, committing the University to reduce casualised employment at this institution.

Bristol UCU is looking for agreed action regarding:

#### **a) Fractionalisation and Employment on Open-Ended contracts for University of Teaching and Professional Service Staff**

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<sup>1</sup> Chakraborty, A and Weale, S., 'Universities accused of 'importing Sports Direct model' for lecturers' pay', *The Guardian*, Wednesday, 16<sup>th</sup> November 2016: <https://www.theguardian.com/uk-news/2016/nov/16/universities-accused-of-importing-sports-direct-model-for-lecturers-pay>

<sup>2</sup> Simpson, E., 'Could you cope with eight different jobs a week?', *BBC News*, 4<sup>th</sup> March 2018: <https://www.bbc.co.uk/news/43145319>

<sup>3</sup> : 'Aside from the very real financial concerns associated with short-term work, insecurity permeates the more intangible aspects of working life, such as the ability to construct coherent research profiles, worries over being beholden to managers for work and reputation, or simply feeling like an "impostor"', Loveday, V., 'The neurotic academic: how anxiety fuels casualised academic work', *THE*, 20<sup>th</sup> May 2018: <https://www.timeshighereducation.com/blog/neurotic-academic-how-anxiety-fuels-casualised-academic-work>

<sup>4</sup> UCU, 'Precarious contracts in HE - institution snapshot', *UCU*, accessed 28<sup>th</sup> September 2018: <https://www.ucu.org.uk/article/8154/Precarious-contracts-in-HE---institution-snapshot>

UCU welcomes the improvements made through the negotiation and implementation of a Policy for the Transfer of Hourly-Paid Teacher to Fractional Contracts (PTHPTFC),<sup>5</sup> offering fractional, part-time contracts to those hourly paid teaching staff who work at more than 0.2 FTE/310 hours a year, and if '[t]he employing School anticipates that the work is to be ongoing for at least two academic years'.

We also welcome indications that the University recognises the problems associated with employment on fixed-term contracts. In its current Fixed Term Contracts Policy (FTCP), it is stated that 'it is not the University's intention to employ individuals on a succession of fixed term contracts without review and without objective reasons for doing so'.<sup>6</sup>

However, Bristol UCU believes that hourly-paid and fixed-term teaching staff have not felt the benefit of these policy commitments. We are concerned about the University's commitment to fractionalisation and believe that it is unnecessarily employing staff on fixed-term, short-term contracts. Bristol UCU contends that far too many hourly-paid, fractional and fixed-term staff remain on fixed-term contracts, some of one year or less in duration. Moreover, many Professional Services staff above Grade I are also retained on fixed-term contracts.

The continued reliance on hourly-paid and short fixed-term contracts to deliver teaching has a detrimental effect, not only on academic and professional careers and well-being but also on teaching quality. Turnover of staff is significant, expertise is lost and students face disruption and instability among their teachers and professional staff.

The University must also recognise that making a meaningful shift toward the use of open-ended contracts which underpin high quality provision cannot be a cost neutral process. It requires leadership across the Schools, Faculties and Divisions, and the commitment of sufficient resources.

Our claim is for:

- The negotiation of an agreed action plan that commits sufficient leadership across all Faculties and Divisions, as well as sufficient resources in terms of people and money to achieve a meaningful transfer of applicable staff onto fractional contracts and from fixed-term onto open-ended contracts. The action plan will include a report to the SIG by **14<sup>th</sup> November 2018**.
- A commitment to end the use of nine- and ten-month teaching contracts.
- A review of the use of fixed-term contracts in professional services roles at Grade I and above.

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<sup>5</sup> University of Bristol, Policy for the Transfer of Hourly-Paid Teachers to Fractional Contracts (Part-Time Teachers), *University of Bristol*: <http://www.bristol.ac.uk/hr/hpt/policyfortransfer/>

<sup>6</sup> University of Bristol, Fixed Term Contracts Policy, *University of Bristol*: <http://www.bristol.ac.uk/hr/ftc-index/ftc-policy/>

- A commitment to update the PTHPTFC policy so that staff moved into open-ended contracts under the policy are moved into a School's establishment staffing budget (with an equal budget uplift) rather than remaining on the casualised HPT budget.
- Retroactive establishment budget uplifts for Schools who converted many long-term HPTs in the initial round of the policy implementation (primarily SML and CELFS).
- The formal establishment of a group to annually review the operation of PTHPTFC and conversion decisions (and non-decisions) to fractional teaching contracts at the University of Bristol.

### **b) Fair Pay and Treatment for HPTs at Bristol**

Hourly-Paid teachers (HPTs) at Bristol report to us that they regularly perform significant quantities of unpaid labour and that remuneration rates for broadly comparable work vary substantially between schools, for example, in the case of HPT work in the Faculties of Social Sciences and Law and Arts.

This places many HPTs, who rely on this income to get by, in significant material hardship. It also represents a threat to high quality provision in placing these staff in the position of choosing between self-exploitation or cutting corners with their teaching. HPT staff also report to us that they have highly variable access to the appropriate facilities and support necessary for front-line teaching staff. They are not included in School and Department mailing lists, for example. Many do not have access to teaching spaces or meeting rooms for contact time with students. Many are also not paid to attend training necessary to perform their work or meetings within their departments.

This is inappropriate and unacceptable for staff who perform such a critical role in teaching our students.

Our Bristol UCU claim is for:

- An uplift to allocated hours where appropriate to reflect unpaid labour in preparation, assessment and related duties time; University-wide consistent and transparent Policy on HPT payment, job descriptions and allocated time for preparation, assessment and related duties; this is to ensure that HPTs doing the same work are paid the same, have the same job description and are on the same grade.
- Agreement that all HPTs, including postgraduates who teach, are treated as members of staff, with the provision of comparable, equivalent facilities to open-ended contract staff as regards such matters as office space, inclusion in School/Division/Department emails lists and in any change management that affects them detrimentally – HPTs must be consulted ahead of implementation.

- Negotiations around improvements to the Policy on Postgraduate Students who Teach<sup>7</sup> to ensure that all Faculties provide access to teaching spaces, appropriate provision for and payment for office hours, paid time for attending meetings within their Schools and Departments, and paid time for training.
- The University to adopt a process to ensure that all HPTs contracts are received and signed before the commencement of the start of an HPT's teaching delivery. Significant fractionalisation of HPT staff would reduce the burden of issuing contracts.

### **c) Research Staff Careers**

Bristol UCU welcomes the progress made by the University of Bristol in moving towards the greater use of open-ended contracts for research staff, signalled by revisions to FTCP during the Ordinance Review of 2014. Movement away from use of fixed-term contracts enables staff on these contracts access to mortgage borrowing, for example and is a welcome step forward in itself.

However, the regular resort to redundancy procedures when funding runs out leads to loss of experience and expertise, loss of research capacity and costs to project outcomes.

UCU believes that the University needs to, and can do more to embed greater security of employment for these staff.

Our claim is for:

- The reestablishment of central University bridging funds to support the continued financial security of researchers renewing or applying for further external project funding, and to enable the continued employment and retention of research expertise in the University.
- A review of the continued use of fixed-term contracts to ensure that the policy on open-ended contracts is being properly applied, especially as it concerns the establishment and advertising of new research staff roles.

### **d) Staff employed under Some Other Substantial Reason (SOSR)**

Since the Ordinance Review in 2014 staff employed in cover roles (e.g., maternity, research buy-out, sickness cover etc) have been employed on SOSR contracts. This means that they have no entitlement to redundancy pay or access to the redeployment pool at the end of their FTC. It is our view that staff will be highly unlikely – upon looking at their contract offer – to understand the implications of signing a SOSR contract.

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<sup>7</sup> University of Bristol, Policy on Postgraduate Research Students who Teach, *University of Bristol*: <http://www.bristol.ac.uk/media-library/sites/academic-quality/documents/pgr-docs/pgrswhoteach.pdf>

We accept that these staff are not seen as redundant in the eyes of the law; however, they are losing their jobs at the end of their contract in the same manner as staff on “normal” FTCs, and should not be treated less favourably, for example, to a FTC staff member employed on a three-year grant with access to the redeployment pool and redundancy pay entitlement. The duty to retain and redeploy staff within the institution should not be based on redundancy law; but rather, on the University’s commitment to its staff. Moreover, Bristol UCU and the University of Bristol should be concerned if use of SOSR contractual arrangements continues over several academic years.

Our claim is for:

- Additional clarity to be added to both SOSR job advertisements and contracts to ensure that staff are clear about nature of the contract and that they will not be eligible for redundancy pay.
- Staff under SOSR being given access to the University’s redundancy pool in the same way as other staff on FTCs.
- Where the service of an employee initially employed under SOSR arrangements extends over 2 academic years, they should be transferred from a contract that allows for dismissal for SOSR to an open-ended contract allowing full redundancy rights.
- Where alternative work described as ‘cover roles’ is offered to existing employees with over 2 years of previous service with the University, that work should not lead to the use of SOSR as a form of dismissal. The work should be treated as continuous employment with the subsequent accrual of any redundancy rights.

#### **e) Agreement on provision of specific facilities time**

Conducting effective negotiations on improving employment will require a significant commitment of time from union representatives, in particular those on insecure contracts.

Therefore, our claim includes a call for agreement on a specific allocation of paid time off or, in the case of hourly paid staff, paid time on, to conduct these negotiations.

#### **f) Summary**

In summary, the points of claim are:

- i. University of Bristol UCU is calling for a Special Interest Group (SIG), consisting of UCU and University of Bristol management representatives to discuss this Anti-Casualisation Claim.
- ii. Negotiations should be conducted with a view to seeking agreement by January 2019.
- iii. Bristol UCU also requests a **joint statement of intent** with the University, committing the University to reduce casualised employment at this institution.

- iv. the negotiation of an agreed action plan that commits sufficient leadership across all Faculties, as well as sufficient resources in terms of people and money to achieve a meaningful transfer of applicable staff onto fractional contracts and from fixed-term onto open ended contracts across all Schools. The action plan will include a report to the SIG by 14th November 2018.
- v. A commitment to end the use of nine- and ten-month teaching contracts.
- vi. A review of the use of fixed-term contracts in professional services roles at Grade I and above.
- vii. A commitment to update the PTHPTFC policy so that staff moved into open-ended contracts under the policy are moved into a School's establishment staffing budget (with an equal budget uplift) rather than remaining on the casualised HPT budget.
- viii. Retroactive establishment budget uplifts for Schools who converted a large number of long-term HPTs in the initial round of the policy implementation (primarily SML and CELFS).
- ix. The formal establishment of a group to annually review the operation of PTHPTFC and conversion decisions (and non-decisions) to fractional teaching contracts at the University of Bristol.
- x. an uplift to allocated hours where appropriate to reflect unpaid labour in preparation, assessment and related duties time; University-wide consistent and transparent Policy on HPT payment, job descriptions and allocated time for preparation, assessment and related duties; this to ensure that HPTs doing the same work are paid the same, have the same job description and are on the same grade.
- xi. Agreement that all HPTs, including postgraduates who teach, are treated as members of staff, with the provision of comparable, equivalent facilities to full-time, open-ended contract staff as regards such matters as office space, inclusion in School/Division/Department emails lists and in any change management that affects them detrimentally – HPTs must be consulted ahead of implementation.
- xii. Negotiations around improvements to the Policy on Postgraduate Students who Teach to ensure that all Faculties provide access to teaching spaces, appropriate provision for and payment for office hours, paid time for attending meetings within their Schools and Departments, and paid time for training.
- xiii. The University to adopt a process to ensure that all HPTs contracts are received and signed before the commencement of the start of an HPT's teaching delivery. Significant fractionalisation of HPT staff would reduce the burden of issuing contracts.
- xiv. The reestablishment of central University bridging funds to support the continued financial security of researchers renewing or applying for further external project funding, and to enable the continued employment and retention of research expertise in the University.

- xv. A review of the continued use of fixed-term contracts to ensure that the policy on open-ended contracts is being properly applied, especially as it concerns the establishment and advertising of new research staff roles.
- xvi. Additional clarity to be added to both SOSR job advertisements and contracts to ensure that staff are clear about nature of the contract and that they will not be eligible for redundancy pay.
- xvii. That staff under SOSR are given access to the University's redundancy pool in the same way as other staff on FTCs.
- xviii. Where the service of an employee initially employed under SOSR arrangements extends over 2 academic years, they should be transferred from a contract that allows for dismissal for SOSR to an open-ended contract allowing full redundancy rights
- xix. Where alternative work described as 'cover roles' is offered to existing employees with over 2 years of previous service with the University, that work should not lead to the use of SOSR as a form of dismissal. The work should be treated as continuous employment with the subsequent accrual of any redundancy rights.
- xx. agreement on a specific allocation of paid time off or, in the case of hourly paid staff, paid time on, to conduct these negotiations.

We look forward to your response to our claim by **19th October**.

**University of Bristol UCU**