

---

**Date: 6 March 2026**

**Document Title: BUCU\_Feedback\_Workload\_Principlesv1.1**

**BUCU Reps: Dr Tom Cutterham, Dr Shirley Ye, Dr Andrew Olson, and Dr Minjie Cai**

**University of Birmingham, University and College Union Feedback to the Workload Model Principles Draft v1.1 as circulated, February 2026**

## **Executive Summary**

The University of Birmingham UCU Branch welcomes the opportunity to respond formally to the draft Academic Workload Principles. We acknowledge that the document contains some positive elements — in particular its language on health and wellbeing, transparency, and equality monitoring.

We have substantial concerns. As drafted, the document retains near-total management control over design, implementation, and review; treats trade union involvement as consultative rather than rights-based; lacks enforcement mechanisms; leaves critical terms undefined; and omits commitments made to us in formal meetings.

The HSE identified a material breach of safety law, with excessive working hours as a specific concern, and directed the University to put in place a suitable system to ensure working time limits are not exceeded. These Principles must meet that direction — and in their current form, we do not believe they do.

We recognise the effort invested in this document and we want to work constructively to get it right. Staff wellbeing, the University's legal standing, and the institution's long-term health all depend on it. We look forward to continuing this dialogue with the aim of reaching a document that works for everyone.

## **Part 1: Legal and Governance Framework**

### **1.1 HSE Finding and the University's Legal Obligations**

Two pieces of legislation are directly relevant to this process. Section 2 of the Health and Safety at Work Act 1974 places a duty on employers to ensure the health, safety, and welfare of all employees — working hours and patterns fall squarely within this. The Management of Health and Safety at Work Regulations 1999 impose a specific further duty on employers to manage risks from fatigue arising from work. The University cannot treat working hours as a soft or discretionary matter. It has a legal obligation to get this right.

---

The HSE found specifically that the work allocation model is not used for all roles, that staff are routinely working additional hours to complete required work including evenings and weekends, and that there are no measures in place to monitor the model's effectiveness. This is not a procedural finding. It establishes that the current system is inadequate as a matter of law. Developing these principles is a chance to correct past failures and build a workplace that is genuinely safe, healthy, fair, and equitable for everyone.

## **1.2 The Workload Principles are a Contractual Matter Requiring Joint Agreement**

Workload management defines the parameters of job duties. Any change to those parameters — including the introduction of a workload model or any subsequent revision to it — constitutes a change to terms and conditions of employment. The University's own recognition agreement explicitly includes matters relating to terms and conditions of employment within the scope of collective bargaining. This is not a new demand and it is not a radical one.

The Academic Workload Working Group has been described by its chair as a consultation process. We reject that characterisation. The University has previously agreed workload models jointly with trade unions — this has been the established practice in both the College of Social Sciences (CoSS) and the College of Arts and Law (CAL). That precedent demonstrates conclusively that joint agreement is operationally achievable and institutionally accepted. The University cannot reasonably claim that what has been done before in two colleges cannot be done now across the institution.

## **1.3 Actions: Governance**

1. The University recognises that the workload principles and all workload models derived from them constitute terms and conditions of employment requiring joint agreement under the recognition agreement. All principles and models must be formally agreed with trade unions before adoption.
2. The University acknowledges the precedent set in CoSS and CAL, where workload models were agreed jointly with trade unions, and confirm that this standard will be replicated across all Colleges.
3. A Joint Workload Oversight Committee should be established — or workload governance embedded firmly within JNCC — with equal union representation and formal powers to request reviews, access data, and escalate disputes. Trade unions should be signatories to any agreed principles, not merely consultees.
4. Any changes to workload models must be subject to a minimum notice period of three months for tariff changes and six months for fundamental model changes.

---

All substantial changes must require an equality impact assessment and union consultation before implementation.

## **Part 2: The 1,000-Point Cap**

### **2.1 The Cap Is Welcome but Unenforceable as Drafted**

The commitment that workload allocations should not protractedly exceed a full workload is welcome in principle. However, 'protracted' is undefined and there is no consequence for exceeding the cap. A ceiling without enforcement is not a ceiling — it is an aspiration, and aspirations do not protect members.

We note that existing WAM provisions in some parts of the University already contain provisions for managing overallocation. The asks below therefore reflect established practice, not novel demands.

### **2.2 Actions: The Cap**

5. Where a member of staff has been allocated a tariff above 100% for a full annual planning cycle, this shall constitute 'protracted' overload and trigger the protections below. Members of staff on fixed-term contracts of less than five years shall not be allocated a tariff above 100%.
6. Any allocation exceeding 1,000 points — with a permitted operational tolerance of no more than 10% — triggers an automatic right to a review with union representation.
7. Any excess beyond the defined threshold is credited forward as a guaranteed reduction in the following year's allocation. Members should not carry the cost of institutional over-demand without compensation.

## **Part 3: Protected Research Time**

### **3.1 A Commitment Was Made and Must Be Honoured**

In December, the Head of HR gave an explicit written commitment that research and education staff have 30-40% protected research time. This commitment does not appear in the current draft. The absence of any reference to it is a serious omission. Verbal and written commitments made in formal meetings must be reflected in the written principles, or they carry no weight in practice.

### **3.2 Protected Research Time Is Not Unfunded**

We wish to challenge directly the framing that protected research time represents an unfunded cost to the University. Quality-Related (QR) income — the block grant that

---

universities receive from Research England based on REF performance — is designed explicitly to fund curiosity-driven research outside of specific grants. It is flexible funding whose stated purpose is to enable the kind of independent academic work that generates future REF performance.

A preliminary analysis by branch members suggests that QR income approximately covers the cost of providing every REF-eligible academic with around 30% protected research time. The calculation is as follows: take the number of REF-eligible academics, multiply by average employment cost including on-costs, and take 30-40% of that figure. Initial estimates suggest this approaches or match the University's annual QR income of approximately £56 million.

This analysis becomes even more favourable to our position when grant offset is accounted for. A significant proportion of REF-eligible academics hold grants that buy out a portion of their salary. This reduces the University's net employment cost for those staff, which means that QR income could effectively fund a higher proportion of research time per person than the headline calculation suggests.

We are requesting data from the University to complete this analysis precisely. If the calculation confirms — as initial estimates suggest — that QR income meets or exceeds the implied cost of 30% protected research time for REF-eligible staff, the University will have no financial basis for treating any of it as unfunded. We would also note the self-defeating logic of eroding research time: reduced research output leads to weaker REF performance, which leads to reduced QR income, which undermines the very funding used to justify the reduction.

### **3.3 Protected Research Time and Contract Type**

Even if protected research time is incorporated into the principles, its value depends on whether it applies consistently across contract types. Staff on teaching-only, fixed-term, or fractional contracts may be nominally allocated research time that is then eroded in practice — either because contracts do not formally guarantee it or because informal expectations displace it. The principles are currently silent on this.

### **3.4 The REF Code of Practice**

The University's REF Code of Practice commits the institution to fair, transparent, and equality-compliant processes for identifying staff with significant responsibility for research. That commitment is operationally hollow if the workload model does not guarantee those staff the protected time necessary to produce submissible outputs. Where protected research time is left to College discretion or unevenly applied across contract types, the University is in effect selecting staff for REF submission on the basis of who has been given the structural conditions to succeed — not on the basis of the

---

fair and transparent criteria its Code of Practice describes. This is an equality and compliance issue, not merely a policy preference.

### **3.5 Actions: Protected Research Time**

8. Protected research time appears explicitly in every WAM for staff whose role includes a research component, regardless of contract type or duration. It cannot be informally reallocated without a formal workload review and the member's agreement.
9. The University provides the branch with: the current number of REF-eligible staff; the actual salary distribution of REF-eligible staff; and data on grant offset (the proportion of REF-eligible academics with grants that buy out their salaries). This data is required to complete the QR analysis described above.
10. The Workload Principles must explicitly cross-reference the REF Code of Practice and confirm that workload models across all Colleges must be designed to make the Code's equality commitments operationally deliverable. The University must confirm that workload allocation decisions and protected research time provisions will be reviewed for consistency with the REF CoP before the next submission cycle.

## **Part 4 Tariff Design, Transparency, and Contract Type**

### **4.1 Tariffs as Guidance Do Not Protect Members**

The document describes tariffs as guidance. If tariffs function as guidance rather than floors, then managers can underallocate for complex or growing tasks without formally breaching any principle. This is precisely the mechanism by which workload creep operates in practice — not through formal decisions, but through the accumulated effect of underestimated allocations.

The branch has received clear evidence of this from members. In one documented case, student numbers on a module tripled while the point allocation remained unchanged. The model acknowledged the existence of the module; it did not recognise the workload generated by that module under changed conditions. This is not an isolated case. The 2025 Workload Survey produced numerous responses substantiating the same pattern. Quantification in a workload model can give tariffs an appearance of objectivity that conceals systematic underestimation.

### **4.2 Transparency by Contract Type**

The draft principles commit the University to transparency in how workloads are allocated. That commitment is not currently met. The document contains no explicit statement of what proportion of time staff on different contract types are expected to

---

devote to different activities. Without this, the principles cannot be meaningfully applied, monitored, or challenged — by managers, by members, or by the University itself.

Explicit percentage expectations by contract type — education-only, education and research, research-only — would directly address two of the HSE’s specific findings: that the workload model is not applied to all roles, and that there are no measures in place to monitor its effectiveness. This is standard practice at comparator institutions and would provide a measurable standard against which actual allocations could be assessed.

### **4.3 Actions: Tariffs and Transparency**

11. Tariffs must represent a reasonable time allocation for the work involved, not a minimum baseline. They should be revisited and adjusted when tasks grow in scope, complexity, or student numbers, with a defined process for making such adjustments. Student number changes above a defined threshold should trigger an automatic tariff recalculation.
12. The University should confirm whether it agrees that different contract types should carry explicit and transparent percentage expectations for time allocation. If yes, the branch requests a joint process for agreeing those percentages. If no, the University must explain how this is consistent with its own stated commitment to transparency.
13. The University must confirm whether it agrees that all contract types should carry explicit, published percentage expectations for time allocation. A yes or no answer is required. If yes, the branch requests a joint process for agreeing the percentages, with the proviso that no outcome may define education-only contracts as non-research positions or otherwise entrench a two-tier academic workforce.
14. If the University declines to agree the principle, it must provide a written explanation of how this is consistent with its stated commitment to transparency and with standard practice at comparator institutions.
15. The University must provide a formal breakdown of academic contract types and their contractual definitions. The branch requests comparator WAM frameworks from peer institutions to inform the joint process.

---

## **Part 5: Outstanding Concerns**

### **5.1 Consistency Across the Institution**

The document describes consistency as desirable. Colleges retain broad discretion over tariff-setting and review timing. Without minimum enforceable standards, this risks entrenching significant inequity between areas — not as the result of legitimate local variation, but as the accumulated effect of uncoordinated management decisions.

### **5.2 Concern Routes Must Be Specified**

The document commits to clear routes for raising concerns. Nothing is specified about who handles them, what outcomes are possible, or what protections exist. In the current climate, members will not raise concerns without that clarity. The principles must specify: concerns can be raised collectively through trade unions as well as individually; there is a named management contact at School and College level; concerns receive a written response within a defined timeframe; and there is no detriment to any member who raises a concern in good faith.

This matters particularly in the current climate. The restructuring process creates conditions in which members are less likely to raise concerns unless protections are explicit and visible. Vague commitments to concern routes will not achieve the HSE's compliance requirement that the University has adequate systems in place to monitor working time. The concern route is a monitoring mechanism — it must be designed to be used.

### **5.3 Fixed-Term, Part-Time, and Probationary Staff**

The document addresses FTE proportionality but says nothing specific about staff on insecure contracts, fixed-term appointments, or those in probationary periods — the staff most vulnerable to disproportionate workload expectations and least likely to raise concerns. The principles must explicitly state that workload allocation applies equally regardless of contract type, and that fixed-term and probationary staff are actively supported to raise concerns without fear for their continued employment.

### **5.4 Strategic Alignment**

The explicit alignment of workload allocation with the University's strategic aims creates a risk that independent research not deemed strategically aligned could be treated as outside the scope of recognised academic work. This would represent a significant erosion of academic autonomy and directly undermines the QR rationale for protecting independent research. The branch asks that the principles clarify that all contracted academic activities — including independent research — are within scope of the workload model, regardless of strategic designation.

---

## 5.5 Unanticipated Changes

The document provides for workload adjustments in response to anticipated changes. Unanticipated changes with clear workload implications — such as a significant increase in student numbers — are not covered. The principles must state that material unanticipated changes trigger the same review and adjustment obligations as planned ones.

### Summary of Actions

The following is a consolidated list of the branch's formal asks, as set out in the body of this response.

#### Governance and legal framework:

- Workload principles and all derived models must be jointly agreed under the recognition agreement, not merely consulted upon.
- The CoSS and CAL precedent for joint agreement must be acknowledged and replicated institution-wide.
- A Joint Workload Oversight Committee with equal union representation and formal powers is established, or workload governance embedded in JNCC.
- Minimum notice periods of three months (tariff changes) and six months (model changes) must be specified, with EIA and union consultation for changes affecting protected groups.

#### The 1,000-point cap:

- 'Protracted' must be defined.
- The permitted operational tolerance must not exceed 10%.
- Any excess must trigger automatic right to review with union representation and carry-forward credit in the following year.

#### Protected research time:

- Protected research time appears in all WAMs for staff with a research component, regardless of contract type, and must be formally protected from informal reallocation.
- QR analysis data is provided to the branch (REF-eligible headcount, salary distribution, grant offset data).
- Workload Principles cross-references the REF Code of Practice and confirm consistency with its equality commitments.

---

**Tariffs:**

- Tariffs must represent a genuine and reasonable time allocation for the work involved, not merely indicative guidance, with automatic recalculation triggers for material changes in scope or student numbers.
- Explicit percentage expectations by contract type must be agreed through a joint process.
- Point values must be set and reviewed through a jointly agreed process anchored in actual time data.

**Outstanding concerns:**

- Minimum enforceable standards at College level, with annual compliance returns reviewed by the joint oversight body.
- Concern routes must be specified: named contacts, defined timescales, collective raising through unions, and explicit non-detriment protection.
- Fixed-term, part-time, and probationary staff must be explicitly protected.
- Independent research must be confirmed as within scope regardless of strategic alignment.
- Unanticipated changes with material workload implications must trigger the same adjustment obligations as anticipated ones.