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WORKING TO CONTRACT 1

Thank you for supporting the strike action yesterday. It is disappointing that all employers could seek to do was to attempt to undermine the action and intimidate and threaten staff in their communications. The University of Gloucestershire was no exception to this.

However, we are now at the beginning of what may be a sustained period of 'working to contract' if the employers do not come back to the negotiating table. It is our intention to send regular advice regarding working strictly to contract with examples of what you can lawfully do and not be in breach of your contract. To quote from the recent HR communication to all staff:

' contractual duties cover both the express terms of formal contracts of employment and related documents, as well as terms implied through custom and practice'

The last phrase highlighted is important because it means the University has publically acknowledged that what you currently do in practice is part of your contract. This means the University cannot seek to change the way you work without formal negotiation through UCU as the recognised trade union nor lawfully penalise you for continuing to work in that way.

For example, it is established custom and practice for most staff to have their contact hours with students for 24 weeks of the year and so the University cannot change that without agreement. You should not therefore agree to cooperate with the notion of the extended academic year.

It is established custom and practice for most staff to not necessarily be on campus outside formally scheduled contact and meetings as long as they are contactable via email and respond in good time, particularly to student requests. You should not therefore agree to vary this.

The work load allocation model (WAM) is the basis of agreeing your workload. The WAM has maxima in place which comply with the National Contract and these are designed to protect you from excessive workloads that could be detrimental to your wellbeing. The University has a duty of care under Health and Safety Law to protect you from being harmed at work, whether physically or psychologically. It follows then that unless you have seen and agreed your workload by being provided with your Workload Allocation Information Form (WAIF) in advance, you should not simply agree to work verbally or on an ad hoc basis as this may place you at risk.

The University has no right to ask you if you are working to contract as by definition if you are doing that you are fulfilling your contractual duties.

UCU will pursue any unlawful deduction of wages by the University and raise our concerns in the local and national media.

If you are in any doubt or come under undue pressure please consult your local UCU representative for support.

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