Frequently Asked Questions on the Proposed Agreement between UCU and the University, and the offers made to affected staff

These are answers to members’ questions about the proposed Agreement, and about offers received by affected staff in closing regions. If you would like to add any questions or need individual help for your situation, please contact ucu@open.ac.uk.

## Proposed Agreement between UCU and the Open University

1. **London Allowance**
	1. **My current place of work is the London regional office, but I don’t live within either the inner or the outer London boundary so I am not covered by clause 21 or clause 22. Does this mean that I will lose my London allowance?**

The University has agreed that all staff who are currently in receipt of the London allowance (and not on an existing phasing out arrangement), will continue to receive the London Allowance for a period of 3 years after changing work location due to the London regional office closure. A phasing out arrangement is one where the member of staff no longer qualifies for the London Allowance through living / working in London, but the University has agree to continue paying it for a limited period, e.g. following forced relocation.

[Updated 10/05/2016]

1. **Extended Hours and Shift Work**
	1. **Clause 16 talks about new working patterns for Manchester, Milton Keynes and Nottingham. There is no mention of the Nations although we have previously been told that they will need to contribute to the extended hours service. Will this clause apply to staff in the Nations?**

The University has not yet confirmed whether extended hours or shift-work will be required of the nation offices, and so they have not been included in the shift-work clause of the Agreement.  However, should extended hours / shift-work be introduced to staff in the nation offices this will trigger further negotiations with the unions.  We would seek the same arrangements and considerations as for staff in the SRSCs, and we have notified HR in advance accordingly.

[Updated 10/05/2016]

* 1. **Clause 16 does not say that extended hours and shift work will not be imposed on staff. How does this protect us?**

The negotiators have had long discussions with the University and have devised a process which protects staff by incorporating individual consultation and an appeals process. Although there is no guarantee that the University will not in the final instance impose shift work on staff, we strongly believe that this will not be necessary if the University works collaboratively with staff. The University has committed to seek to avoid imposing new working patterns on individuals and to be as flexible and sympathetic as possible, and we believe that this can be achieved.

We appreciate that recent communications from management to staff about this subject have raised significant concerns. We have shared those concerns in urgent talks with management and we believe that the situation has been resolved and staff will be notified in the very near future.

[Updated 10/05/2016]

1. **Regional Presence**
	1. **How will the ‘regional presence’ mentioned in clause 13 work, where will it be?**

The University will gauge demand based on homeworkers’ requests (e.g. on preference forms, requests made through line managers), and will arrange for a serviced office where there is a cluster of people requiring one.  This may mean that there will be some near where the regional offices are now, and some others further away but convenient to where staff happen to live.

This does leave some uncertainty over where exactly your nearest regional presence will be, and the provision is described as ‘transitional’.  The crucial thing is that staff request access to a regional presence where they feel it would be useful, and continue to use it to prove continuing demand.  (The University has assured us that it is already planning for how to meet its business needs, so the regional presence in the proposed agreement relates specifically to staff needs).

[Updated 10/05/2016]

1. **Homeworking for non-CAU staff**
	1. **Clause 6 says that non-CAU staff may apply for homeworking, but states that it is only likely to be agreed in a limited number of cases. Is this really an option or is the request just going to be turned down? I don’t want to spend time on fighting for my request to be accepted if there is no chance that it will be.**

Clause 6 allows requests to be made and considered by a unit/management panel, whilst clause 7 allows an appeal to a management panel if the unit panel does not agree to your request. Whilst there is no guarantee that the request will be accepted the process does enforce consistency by removing the power of approval from individual managers.

A request for a more agile way of working (e.g. a combination of office-based and homeworking) may be more successful than pure homeworking, but this is not possible for everyone. Unfortunately in the end there is no way of telling whether an individual case will be accepted until the request is made.

[Updated 10/05/2016]

## Offer Letters and Process

1. **Offers not matching preferences**
	1. **I am I have received an offer which is not me preferred option, and which I do not want. Do I have to accept this?**

The proposed Agreement between UCU and the University defined a process where your preferences would be discussed with you, and considered by a unit level panel. Where you do not agree with the unit panel’s decision, the Agreement provides you with an appeal route to a higher level management panel for your preferences to be considered.

However, the management appear to have sent out offer letters without following this process. UCU is in urgent talks with management over this, and hopes to reach resolution imminently. We will update you as soon as we can.

In the meantime, if you do not agree with the offer which has been made to you we advise you to email SRSC-HR@open.ac.uk and ask for details of the appeal process. Keep a copy of your email.

***Please also let UCU know that you are in this position, both so that we know the scope of the problem and also so that we can support you whilst your situation is resolved.***

[Updated 10/05/2016]

* 1. **My preference was for relocation to a different location but keeping my current role, but instead I have been offered redeployment to a different role at that location. Why is this?**

This appears to have happened where the role is one which has been identified for extended hours, and particularly where staff have indicated personal circumstances on their preference forms which may affect their ability to fit in with the University’s standard shift patterns. UCU is in urgent talks with management as we do not believe that this decision is in accordance with the proposed Agreement between UCU and the University.

***Please let UCU know that you have been offered redeployment instead of your preference for relocation, both so that we know the scope of the problem and also so that we can support you whilst your situation is resolved.***

In the meantime, we advise you to email SRSC-HR@open.ac.uk to

* State that your request was for relocation,
* ask for confirmation that your request for relocation *in the same role* is being processed
* ask what will happen next in this process.

Keep a copy of email.

We would expect you to be given information about the proposed extended hours and shift patterns, and to be given the opportunity to discuss any concerns with your current line manager before completing a form about what hours would work for you. The form is an indication, not a commitment, and has already been issued to staff in extended hour roles in Manchester and Nottingham.

[Updated 10/05/2016]

1. **Redeployment**
	1. **I have been offered redeployment with a limited list of roles, and the letter states that I have to respond within a few days. I don’t think this is reasonable.**

The roles included with your letter are the ones that are available at this point in time. We would expect everyone who is offered redeployment to be placed on the ‘redeployment register’, and to continue to be told about all available roles in their chosen location as they arise.

In the examples we have seen the deadline for the response is specific to the roles included in the letter, and you should try to meet the deadline if you are interested in any of these specific roles. If it is not clear that the deadline relates only to these roles, use the contact details on the letter to clarify what you are being asked to do by when, and state that you need more time if necessary.

You should also use the contact details to ask to be put on the redeployment register, if redeployment is your choice, or to ask for details of the appeals process if you do not want to take redeployment.

[Updated 10/05/2016]

* 1. **I have been offered redeployment but my offer letter says that there may be a competitive process for the roles. How can that be the case when the University has given me a guarantee of a job, and what happens to me if I am not successful in the competitive process?**

If more than one ‘at-risk’ member of staff expresses an interest in redeploying to the same role, and both / all meet the person spec, than there will need to be a competitive process to determine who gets the role. If you are not successful, this just means that you do not get that particular role. You would continue in your current role and you would still be able to express an interest in redeploying to other roles which come up.

If you are non-CAU staff and have not been redeployed to an alternative role by the time that your current location closes, the guarantee to find you a post at your current grade at your chosen location will kick in (clause 20 of the Agreement). This means that the University may need to create a temporary ‘supernumerary’ post for you (a post which wouldn’t normally exist) and assign you work, whilst waiting for a permanent post to come up. You would normally be eligible for a trial period following redeployment, but a trial cannot be meaningful until you are in your ‘final’ post. So that you are not disadvantaged by the delay in getting your final post, the University has agreed that Voluntary Severance will remain available to staff in temporary supernumerary posts for up to 6 months after relocation. By agreement, in individual circumstances this 6 months may be extended up to 12 months.

[Updated 10/05/2016]