# Regional Industrial Dispute Negotiations Commentary

## Introduction

The OU branch of UCU has been in dispute with The Open University since October 2015 over the University’s decision to close seven of the English regional centres. The OU branch of UCU and the University have undertaken intensive negotiations over a period of six months, under the mediation of ACAS, in order to resolve the dispute. We have also engaged in the statutory collective redundancy consultation, in order to save jobs and protect the rights of our members.

Whilst remaining fundamentally opposed to the closure of the regional centres, the OU UCU negotiators believe that the attached proposed Agreement represents the best that can be achieved by negotiation. It should be noted that the agreement does not reflect all of the arguments and requests put forward by the negotiating team, it simply shows how much the University were prepared to concede.

## Ballot of the Membership

There will now be a full ballot of the membership to decide on the future of the dispute. The choice to be made in the ballot will be between:

1. **Accepting the Agreement and ending the industrial dispute.**

OR

1. **Rejecting the Agreement and continuing with the industrial dispute and industrial action.**

In the case of an ‘Accept’ vote:

* The negotiated package of improvements would be available to staff shortly after the ballot ends;
* The industrial dispute would be brought to an end;
* The UCU would still be opposed to the regional closures, but no further industrial action would be taken against them.

In the case of a ‘No’ vote:

* The negotiated package of improvements to terms and conditions would not be available to staff, and the University would continue to apply existing policies and processes only.
* Industrial Action would be escalated, the immediate first step being a 1-day strike on 24th May, heightened ASOS, and a 5-day strike in early June.
* Members would have access to the UCU Fighting Fund (up to £75 per day as replacement of earnings) after the third day of industrial action, and a local hardship fund.
* Further industrial action of a similar intensity would be planned to follow, and to continue until the industrial dispute were resolved. This would require a further ballot either when sufficient further gains had been made in the future, or at a point when the Executive felt that no further gains were likely to be made and a decision was required from the membership.

## Recommendation from the Executive

The Executive Committee of the OU branch of UCU continues to strongly oppose the closure of the Regional Centres, as a step which is detrimental to the future of the University, its students and its staff. However, the Executive believes that substantial industrial action would be required to shift the University management, causing significant hardship to UCU members with no guarantee of success. In addition, continuing the industrial dispute would prolong the period of uncertainty and delay (possibly permanently remove) access to the improved terms of the package, which would be detrimental to members at-risk through the regional closure plans.

The agreement represents a significant improvement on the original situation and members should be aware that it was their support for industrial action that made our position strong enough in the negotiations to win these concessions from management. The action that we took in November and December last year had a definite impact on our ability to demand changes in the way in which management were intending to behave.

For these reasons, the Executive Committee recommends that members vote to **accept** the Agreement and end the industrial dispute.

## Negotiators’ Commentary on the Proposed Agreement

Note: the Agreement is made up of a main document of 31 clauses, and three appendices. We have provided the following summary to guide members through the document, we will be offering a series of meetings to give members a chance to raise questions, and questions can also be emailed to ucu@open.ac.uk. However, we strongly recommend that members read the whole document including the appendices before casting their vote.

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### Clauses 1 – 3: Individual Consultation Process (inc. Appendix 2a, p8; Appendix 2b; Appendix 3c)

These clauses cover the process for individual consultations, and for staff to indicate preferences where multiple options are available to them. UCU advised the management against early 1-1 consultations on the basis that insufficient information would be available to staff, but gained agreement that staff would not be limited to the 3 x 1-1 meetings originally stated.

All affected staff are guaranteed payment until 4th February 2017 whilst they continue to work at their closing location.

### Clauses 4 – 7: Management Panels (inc. Appendix 2a, p9; Appendix 2b, 3b and 3c)

Any member of staff requesting an option which is not one of the University’s preferred options for that category of staff (e.g. homeworking for non-CAU staff, voluntary severance for CAU staff) will have their request considered by a panel of managers within their unit / faculty. Where the individual member of staff and the unit are unable to agree, the request will be referred to a review panel consisting of the University Secretary, Director of HR and a further director (or nominees), to be consulted on with UCU.

UCU will be provided with a statistical analysis from the panels, and if we identify any significant patterns this will trigger further consultation.

### Clauses 8 – 12 Homeworking Arrangements (inc. Appendix 2a, p10-11. See also <http://intranet6.open.ac.uk/it/main/designated-homeworking> )

The University has agreed to work with faculties to agree a consistent approach to homeworking. Staff who become designated homeworkers as part of the locations / SRSC transition will qualify for the following:

£1,250 gross payment (increased from the original offer of £1,000)

£500 gross payment – for additional costs (previously not offered)

IT support package (improved from initial offer)

The clause allowing the University to revoke homeworking with 3 months noticed has been withdrawn.

#### Clauses 13 Regional Presence and 14 London office facilities (inc. Appendix 1; Appendix 2a, p9)

The University has agreed that staff needs as well as business needs must be taken into account with regard to regional presence; this is a significant improvement on management’s earlier stance that only business needs would be taken into account. Where there is evidence (e.g. through the preference process) that staff need additional facilities, the University has agreed to provide these as a transitional arrangement, with regular reviews (involving UCU) of effectiveness. This would include the facility to book a desk, to book a bank of desks for a team of staff, to book private space for confidential work, and a space for refreshments.

Whilst this is a transitional arrangement, the reviews build in the opportunity to argue that they should be retained if they are demonstrably providing value to staff. It also provides for the regional presences to be sited where they are of most use to groups of staff, e.g. it opens up the possibility of a regional presence in East Grinstead if sufficient numbers of staff indicate a need there.

The current London office will contain facilities for OU staff to allow ‘hot desking’ and access to meeting room space.

#### Clause 15 CAU Staff based in Manchester and Nottingham

These staff will be offered the option of designated homeworker status. Where they choose not to become homeworkers, suitable office space will be provided for them.

#### Clause 16 Working patterns for non-CAU staff (inc. Appendix 3a and b)

We have negotiated a process for staff in SRSCs to request working patterns which suit their needs, and the University has agreed to respond flexibly and sympathetically, and to seek to avoid imposing new working patterns on individuals. Where an individual requests different working patterns to the new standard patterns for their role, this will be discussed with their line manager, and if no agreement is reached it can be referred to a unit management panel. Where there is still no agreement between the individual and the unit, the individual can appeal to a University review panel (see clause 7).

#### Clause 17 Space and Facilities in Remaining Locations

In remaining locations, space and facility requirements will be subject to a review with UCU. This will ensure that we can raise issues which arise from increased occupancy and increased hours of operation, e.g. security concerns, car-parking. H&S concerns are already being raised through the branch Health and Safety representatives.

#### Clause 18 Staff Fee Waiver

Affected staff who are studying for an OU qualification at the closing date of their location will be offered a fee waiver for up to 3 years from the termination of their employment, whilst they continue to make satisfactory progress towards completion of the qualification / module. This is a new offer.

#### Clause 19 Career transition support

Career transition and outplacement support will be provided to all affected staff who take voluntary severance or early retirement.

#### Clause 20 Job Guarantee

Any non-CAU staff in affected locations will have their job guaranteed at their existing grade if they relocate to another remaining OU location.

#### Clauses 21 and 22 London Allowance (Inc. Appendix 2a, p11 and 12)

Staff currently in receipt of the London Allowance (and not on an existing phasing out arrangement) will retain their London Allowance whilst they remain located in a London Postcode area; or if outside a London Postcode area will retain the allowance for a period of 3 years after closure whilst they remain located within a London Assembly constituency boundary. This is an improvement on the original offer of 2 years’ retention.

#### Clause 23 Grade Guarantee

Staff who are currently based at a closing location and who have a grade guarantee which is due to expire before the closure, will have their grade guarantee extended to the closure date. This will be significant in any voluntary severance calculation, and again is a result of negotiation.

#### Clause 24 Relocation Policy Changes

We have negotiated increases in the temporary property rental maximum amounts with effect from 1st January 2017, from £520 per month currently to

* £700 per month for Edinburgh and Milton Keynes
* £550 per month for other locations.

The opportunity to request a higher amount than the ‘standard’ exists within the Relocation policy, for other locations where property rentals indicate a need.

#### Clause 25 Trial Periods

Where a member of staff has more than one option approved, they will be able to use the trial period to trial multiple options, with the possibility of an extension by mutual agreement. This clarification is new.

#### Clauses 26 – 28 Voluntary Severance

As an exceptional arrangement for the closures, we have negotiated for the minimum voluntary severance payment to be 12 weeks’ pay. This is a new offer and will benefit staff who do not have a long tenure of service.

In addition, staff in receipt of the London weighting allowance will have this included in the voluntary severance calculation.

Staff who opt to relocate under the job guarantee arrangements but for whom there is no suitable post currently available, will be offered a ‘temporary supernumerary’ post. However, it will be difficult for these staff to assess whether the permanent post is suitable before the end of the standard trial period. We have therefore negotiated that VS will remain available for these staff for 6 months following their transfer date, with the ability to request an extension up to 1 year.

#### Clause 29 Organisational Change policy

UCU and the University will develop an organisational change policy to be applied in future significant organisational changes. This has long been an aim on the JNC agenda, but now we have a firm commitment from the University to negotiate this using ACAS to facilitate the negotiations and a date to work towards.

#### Clause 30 Right of Assembly

This confirms the values of free speech, academic freedom and the University’s ‘open’ mission, and affirms the right to assembly for UCU and its members. This confirmation was sought following the University’s attempt to limit the size of UCU lobbies of University governance bodies during the campaign.

#### Clause 31 Facility Time

Confirms the University’s grant of extra facility time to reflect the enormous amount of work created for the branch. We have the option to request more if necessary for the next financial year (from August 2016).