



Procedure Agreement between The Open University and OUBUCU (formally OUAUT)

Revised Procedure Agreement

Between the Council of the Open University (hereinafter referred to as “the University”) and the Open University Association of University Teachers (hereinafter referred to as the OUAUT)

1. The spirit and purpose of this Agreement is to foster the best possible relations between the University and the OUAUT and to this end to promulgate agreed arrangements for formal discussions and negotiations on matters of mutual interest and concern. The formal procedures set out in this Agreement are seen by both parties as complementary to the informal contacts between the officers of the University and of the OUAUT which it is hoped to preserve and develop.
2. The University and the OUAUT share a common interest in furthering the objectives of the University as stated in the Charter, and in providing terms and conditions of employment for staff which will promote this aim. The OUAUT for its part recognises the Constitutional position of the Council and of the Senate and their responsibility in the planning, organisation and the administration of the University teaching and operational systems; while the University for its part recognises the responsibility of the OUAUT to represent the interests as employees of the University of those members of staff in the categories designated in point 3 of this agreement.
3. This agreement covers all employees of the University on academic and related grades who are eligible for membership of the University’s Superannuation Scheme or the Federated Superannuation System for Universities as appropriate for whom the OUAUT is recognised as the appropriate negotiating body in accordance with the Council resolutions contained in Appendix 1 to this Agreement; all members of the University’s Associate Lecturer staff, including (Day Lecturers); and such other employees as may from time to time be agreed by the University and the OUAUT.
4. There shall be an OU/OUAUT Negotiating Committee (hereinafter referred to as the NC) which shall be responsible for formal discussions and negotiations between the University and the OUAUT on collective and individual issues which fall within the terms of point 5 of this Agreement or are agreed by both parties as being appropriate for discussion or negotiation in the NC. To this end the NC shall receive from both parties such information as is necessary to make for effective discussion and negotiation.
5. It is agreed that it is appropriate for either party to raise any matters which are related to terms, conditions and duties of service applying to the staff designated in point 3 above, other than those subject to national negotiations except in so far as these give rise to matters of local application and interpretation. Regard shall be

paid to custom and practice and established interpretation within the University. Items may be referred to the Negotiating Committee in one of the following categories:

- a) items which are negotiable and arbitrable
- b) items on which both sides seek a joint agreement but which are not arbitrable in the event of a failure to agree
- c) items on which the University seeks to consult the union.

Illustrative lists of items in each of these three categories are attached in Appendix II to this Agreement.

6. Whilst it is expected that all agreements reached in the Negotiating Committee will be binding upon both parties it is recognised:
 - a) that the powers accorded to the Senate under University Statute 16 must be observed either as a consequence of the delegation by the Senate of appropriate powers or through the ratification by the Senate of matters agreed by the NC;
 - b) that all agreements are subject to ratification by the Council of the University and by the OUAUT.
7. Following on from point 1 above, both parties wish to emphasise the value of informal discussions between officers of the University and the OUAUT, but both or either of the parties may refer a matter to the NC if it is felt that this would facilitate an early settlement. Unless otherwise agreed there shall be a formal meeting of the NC at least quarterly. Additionally a meeting of the NC may be called at the written request of either the University or the OUAUT, such request always giving notice of the business to be discussed. Unless otherwise agreed, meetings so called shall take place within two weeks of the receipt of the request.
8. The membership of the NC shall consist on the University side of four members appointed by the Council of the University and on the OUAUT side of four members of the OUAUT appointed by the Committee of the OUAUT. Each side shall nominate a main spokesman. The University and the OUAUT shall alternatively nominate the Chairman for each meeting. Three members from each side shall form a quorum for meetings of the NC and either side may be accompanied by advisers. The secretariat for the NC shall be drawn from the Council and External Affairs Division of the Secretary's office. No minutes shall be acted upon or published unless agreed by both parties through their main spokesman.
9. In the event of a failure by the NC to agree on a joint recommendation on any particular issue whether for formal discussion or for negotiation, the matter shall be considered jointly by up to three representatives of the Council (who will normally include the Vice-Chancellor) and up to three representatives of the OUAUT Executive Committee, who will decide whether there is any alternative to the course of action detailed below.
10. Where there is a continuing failure to agree 6 months after a negotiable issue is first raised in the NC, or where there is a failure by either principal to ratify a joint recommendation on a negotiable item the matter may be referred by either or both parties to this Agreement to a specially convened Arbitration Board. The Arbitration Board shall have three members, appointed ad hoc. One member shall be appointed by the Council of the University and one by the Committee of the OUAUT.

The third member, and Chairman, of the Board shall be nominated by joint agreement. In the event of failure to agree the matter shall be referred to ACAS to endeavour to find a mutually acceptable chairman. Where issues are referred to the Arbitration Board the effective date of settlement shall form part of the arbitration award unless it is mutually agreed otherwise. The findings of the Arbitration Board shall be binding on both parties.

11. Where there is a continuing failure to agree 6 months after a non-arbitrable item is first raised in the NC the matter may be referred to the University Council for final decision, or if there is a joint agreement to do so it may be referred for external review by a mutually acceptable third party prior to final decision by the Council.
12. Both parties recognise that this Agreement is not primarily for individual cases but where other avenues have failed the following grievance procedure aims to provide an informal process of conciliation parallel to and not in substitution for other University or national procedures including action under the law.

Any issue relating to an individual member of staff covered by this Agreement must first be raised by the member of staff concerned or by the OUAUT acting on his/her behalf with his/her head of unit, being defined as, the person who determines his/her duties under his/her terms and conditions of service. If the matter remains unsettled, it may be raised by the individual or the OUAUT with the Vice-Chancellor or the University Secretary as appropriate.

If, after following these procedures the issue has not been resolved a meeting of the NC to consider the matter shall be convened on the written request of either the University or the OUAUT. This meeting shall be held within two weeks of such a request or as otherwise mutually agreed.

Any member of staff covered by this Agreement shall have the right to represent his case in writing and/or in person before the negotiating Committee, or to be so represented by a person of his own choice.

13. Such assistance as may be offered by the University to facilitate the work of the OUAUT shall be determined from time to time by the NC.
14. The annual subscription to OUAUT will be deducted directly from the salary of any full-time employee who so requests.
15. The University supports the principle of representation of staff interests by trade unions and therefore agrees to notify every new member of staff eligible to join or transfer to the OUAUT, that the OUAUT is recognised by the University as the appropriate body for negotiation upon the terms and conditions of employment of all staff covered by this Agreement of which a copy shall be given to him.
16. This Agreement shall commence on 1st December 1981. Notice of proposed amendment must be given in writing by one party to the other. Unless otherwise agreed such notice must be given three months in advance of the proposed date of amendment.
17. Amendments to this Agreement may only be made with the consent of both the parties.
18. Both the parties accept that this Agreement is binding in honour upon them but both expressly agree it is not in any way intended to constitute a legally enforceable agreement between them.

SIGNED

on behalf of the University

J H Horlock.....

..... (date)

on behalf of the OUAUT

Ed Rhodes.....

16 November 1981..... (date)

PROCEDURE AGREEMENT

Between the Council of the Open University and the Open University Association of University Teachers

Resolutions of the Council concerning the Recognition of the Association of University Teachers as the appropriate negotiating body for certain categories of staff.

- MINUTE 214 (1972)

To recognise the Association of University Teachers as the appropriate body for negotiation upon terms and conditions of employment for full-time academic staff and such other full-time staff as may be agreed from time to time after consultation with the staff concerned and with the AUT and subject to the observations of the Senate as appropriate always provided that:

- a) other forms of consultation, including the representation on individual matters of individual members of staff by other organisations were not excluded.
- b) that the arrangements would be reviewed if some other organisation showed that it had a membership among a particular category of staff which was at least comparable to that enjoyed by the AUT.

- MINUTE 113 (1973)

To recognise the AUT as the appropriate body for negotiation upon terms and conditions of employment for full-time library staff since this group were unanimous in wishing the AUT to be so recognised.

To consider the recognition of the AUT for other categories of the non-academic FSSU staff at a future meeting.

- MINUTE 200 (1973)

To recognise the Association of University Teachers as the appropriate body for negotiation upon terms and conditions of employment for full-time non-academic FSSU staff in addition to full-time academic and full-time library staff on the understanding:

- a) that such recognition would not inhibit the University in taking decisions after negotiations.
- b) that other forms of consultation, including the representation on individual matters of individual members of staff by other organisations was not excluded.
- c) that the arrangement would be reviewed if some other organisation showed that it had a membership among a particular category of staff which was at least comparable to that enjoyed by the AUT

that the Association of University Teachers be similarly recognised as the appropriate body for negotiation on the terms and conditions of employment of curriculum and research assistants on the understanding that such recognition did not imply that at this stage the salaries of curriculum and research assistants were on academic related scales.

- MINUTE 18 (1975)

To confirm that the AUT had been recognised as the appropriate body for negotiation on matters affecting terms and conditions of service for academic and non-academic FSSU staff and it had therefore and thereby been recognised as the appropriate body for negotiation on all matters affecting the terms and conditions of service for all FSSU staff.

- MINUTE 39 (1975)

To recognise on the recommendation of the Staff Board, the Open University Association of University Teachers as the appropriate body to represent the interests of part-time tutorial and counselling staff as employees of the University in negotiations on their terms and conditions of service.

ILLUSTRATIVE LISTS OF NEGOTIATING COMMITTEE BUSINESS

Appendix II

NEGOTIABLE AND ARBITRABLE ITEMS	ITEMS ON WHICH A JOINT AGREEMENT IS SOUGHT BUT WHICH ARE NOT ARBITRABLE	CONSULTATION
<p>Terms and Conditions of Service (not with reference to individuals) e.g.</p> <ol style="list-style-type: none"> 1. Duties and hours of work for the various categories at the level of detail included in Terms and Conditions of Service Documents. 2. Rates of remuneration other than nationally negotiated salary scales e.g. Computer shift allowance; working on Christmas Closure days. 3. Travel and Subsistence Scheme. 4. Movement of Staff Schemes. 5. Superannuation in so far as University has discretion. 6. Leave entitlement. 7. Advertising of appointments. 8. Probation. 9. Principles and procedures under which appointments are terminated. 10. Conditions under which staff undertake extra-curricular work. 11. Principles and procedures for redeployment/redundancy. 12. Copyright. 13. Inventions. 14. Negotiating machinery, trade union activities. 15. Provisions for the review of terms and conditions of service and appeal procedures. 16. Staff Grievance and Disciplinary procedures. 17. Such other matters as may jointly be agreed to be negotiable. 	<p>Staff matters that relate to fundamental issues involving the Charter, government structure or general managerial organisation of the University, except that terms and conditions of service materially modified by such issues are negotiable and arbitrable, e.g.</p> <ol style="list-style-type: none"> 1. Training and Development. 2. Principles and Procedures under which appointments are made e.g. setting up of tenure boards as opposed to advertisement of posts; principle of appointment to Generalist Administrative Service rather than to a particular post, 3. Principles and procedures under which promotion, additional increments and moves beyond efficiency bars are made (subject to powers of Senate). 4. Employee participation in management bodies e.g. composition of the Non-Academic FSSU/USS Staff Salaries and Gradings Committee. 5. Introduction of New Technology. 6. The implementation of the Early Retirement Scheme. 7. Such other matters as may jointly be agreed. 	<p>Major changes in established policy and practices in so far as they may lead to issues which would be the subject of negotiations and on which the University seeks the views of the staff concerned.</p> <p>e.g. 1. decision to close a regional office</p> <ol style="list-style-type: none"> 2. decision to discontinue a major function or set of functions 3. review of establishments.