

Agreement to Suspend the Trade Dispute between UCU and Solent University

Parties

1. Solent University (Southampton) of East Park Terrace, Southampton SO14 0YN (“Solent”); and
2. University and College Union of Carlow Street, London NW1 7LH (“UCU”)

Background

1. The purpose of this agreement is to set out agreed actions arising from:
 - a. the collective consultation pursuant to the Trade Union and Labour Relations (Consolidation) Act 1992 which took place at Solent between 2 November 2020 and 16 December 2020 (“Consultation”);
 - b. the trade dispute declared by UCU by letter dated 25 November 2020 (“Trade Dispute”); and
 - c. the ballot for Industrial Action undertaken by UCU the result of which was declared on 20 January 2021 (“Ballot”).

Terms of Agreement

1. Solent has been able to mitigate the impact of Phase 2 such that Phase 2 has been cancelled, as Professor Stanton confirmed on 19 January 2021. On the 19 January 2021, it was confirmed that a second phase of pay cost reductions within this academic year 20/21 is no longer required, as confirmed by the Vice-Chancellor meeting with trade unions and All Staff email.
2. UCU and Solent University retain their stated positions about the necessity and efficacy of the Phase 1 restructure and redundancy. The Phase 1 collective consultation on the restructure has now been completed, with changes effective from 1 March 2021. The University has managed to realise the required cost-savings associated with Phase 1 of the restructuring proposals without the need to make any compulsory redundancies to date. Solent University reserves the right to progress the small number of cases currently outstanding, which could result in compulsory redundancy dismissals if alternative individual arrangements cannot be agreed (and therefore the final position in relation to those individuals remains unknown as at the date of this agreement). UCU maintains its opposition to all compulsory redundancies.
3. Solent will not make any new compulsory redundancies or commence statutory redundancy consultations (including section 188 notifications) in the period between the date of this agreement and 1 February 2022 (noting point 2). Solent are committed to working with UCU to avoid the need for future redundancies.
4. UCU shall not exercise or give notice to exercise the mandate for industrial action given by the Ballot the result of which was declared on 20 January 2021 while subject to this agreement.
5. Solent University will agree enhanced pay protection for academic staff who have been offered suitable alternative roles at grades lower than their post prior to the restructure. This will consist of full pay protection (i.e. at the grade prior to restructure) for 12 months. UCU and Solent University will agree a pay and grading review mechanism, consistent with the agreed academic career pathways, to review these roles within 12 months (please see points 7 & 8).
6. Solent will enter into negotiations with recognised trade unions to seek to agree a ‘Redundancy Avoidance Agreement’ with the objective of this being in place by 31 July 21. The scope of this agreement will include reviews of the severance, redeployment policies and pay protection policies. This will also incorporate agreed provisions for disclosure of information to recognised trade unions in any future restructure or redundancy situation, including financial information. The parties shall engage in consultation through the JNCC mechanisms already in place with a view to reaching agreement on any changes by no later than 31 July 2021. Any changes agreed shall be implemented with effect from 1 September 2021.

7. The Parties shall continue to fully comply with the collective agreements in place concerning:
 - a. Academic Career Pathways
 - b. Academic Workload Planning
 - c. UCU and Solent University local Framework Agreement
8. The Parties will expand and develop partnership work on academic career pathways and academic workload planning with a view to ensuring Solent University staff have clarity of understanding and confidence that these systems enable fairness at work, while enabling Solent University to fulfil its mission to provide an excellent university education. This partnership work will seek to address the concerns of UCU members at Solent University on pay inequality, job insecurity, rising workloads and concerns about pay devaluation through grade drift. This will include agreement of oversight mechanisms, to ensure that the experience of staff in practice matches the letter and spirit of the collective agreements specified in point 7. Solent University and UCU agree that the JNCC meetings should receive reports on this work, and the University and UCU will issue a joint report for all Solent University staff in August 2021.
9. The Parties shall continue to meet each monthly in addition to the JNCC meetings in order to facilitate communications and collaboration between the Parties. It is envisaged that those meetings shall be between the Senior Deputy Vice-Chancellor, Deputy Vice-Chancellor, Resources, representatives of Solent's P&D team, UCU Regional Office and Solent UCU Branch Representatives.
10. If either party believes that the agreement to suspend the trade dispute has definitively been breached, they will be able to seek formal redress. The party that believes that the other has breached this agreement, shall set out in writing the grounds for this view. The matter will be referred to the Stage 2 Disputes Procedure, as set out in the recognition agreement between Solent University and UCU. For the avoidance of doubt, UCU will not seek to enact the mandate to call industrial action, until the agreed disputes procedure in the recognition agreement has been completed.
11. This agreement is without prejudice to, and will not impact on any individual's employment rights. Solent UCU members retain their rights to seek legal advice under the terms of the UCU legal scheme.
12. The trade dispute is suspended, and UCU will take no action to enact the current mandate for industrial action (please see clause 4). If the agreed actions, including those recorded in clause 6 and 8, are completed to the agreed timetable, UCU will formally write to Solent University to withdraw the trade dispute on 20 July 21.
13. The Parties agree that amendments may be made to the terms of this suspension of the trade dispute between the Parties and any such amendments shall be agreed and recorded in writing.

Signed

For and on behalf of Solent University (Southampton)

For and on behalf of University and College Union

Dated