

## **Subject – Industrial action commencing on 22<sup>nd</sup> February 2018 in relation to a dispute concerning changes to the Universities Superannuation Scheme (USS)**

Dear Colleague

We have been informed that UCU is calling on its members to take industrial action in support of its dispute over proposed changes to the USS pension scheme. The notification of action follows a UCU ballot which closed on 19 January 2018.

UCU is calling on its members to take both strike action and action short of a strike. The strike action is to consist initially of 14 days of strike action on the following dates:

- Week 1 Thursday 22 and Friday 23 February
- Week 2 Monday 26, Tuesday 27 and Wednesday 28 February
- Week 3 Monday 5, Tuesday 6, Wednesday 7 and Thursday 8 March
- Week 4 Monday 12, Tuesday 13, Wednesday 14, Thursday 15 and Friday 16 March

UCU is also asking its members to start action short of a strike. The action short of a strike is expected to start from Thursday 22 February however, if an employee chooses to take part in the strike days notified by UCU (listed above) and the action short of a strike, the effect will be that the latter will not start until after the fifth strike date, on Thursday 1 March.

We fully understand that the proposed changes to the USS are a concern to staff and that the decision to take part in industrial action will not be taken lightly. You will appreciate that we do not know which of our employees are members of UCU and therefore it is necessary to write to all staff in preparation for the industrial action.

### **Strike action**

We realise that many staff will not take part in the strike but in order that we can plan properly and safely, we are asking you to advise us in advance if you intend to take part in any of the fourteen strike dates notified by UCU (listed above). If you intend to take part in the action, please complete the [on-line form](#) as soon as possible and, if after the fifth strike day, by noon on 2 March at the latest. If you do not intend to take part in the strike action you do not need to complete this form.

We will also require you to provide a response in relation to the remaining 9 days of strike action (5 March to 8 March, and 12 March to 16 March) by no later than noon on Monday 27 March, again by completing the [on-line form](#). We will write to you again on 2 March to remind you to complete the on-line form in relation to the March strike dates, if you have not already provided a response by then.

The University has on several occasions made clear to employees that it will not accept partial performance of a contract of employment and that any industrial action is a breach of contract for which it is entitled to deduct 100% of salary. If you take strike action the University will deduct a full day's pay for each day you are on strike on the basis of 1/365<sup>th</sup> of an employee's salary for each day or the actual salary for each day for part-time employees.

Whilst the University is not obliged to make contributions to pensions during strike action, for members of the USS, contributions will continue to be made as though you were working normally, including any AVCs that you may be paying. The University will also make its normal employer contributions. You will therefore continue to accrue pension benefits and to enjoy life cover. For employees who are members of NEST, contributions will be based upon actual pay as the qualifying earnings for NEST purposes are calculated in each pay period.

## Action short of a strike

UCU's instructions for action short of a strike are as follows:

- working to contract
- Not undertaking voluntary duties
- Not covering for absent colleagues (unless this is a contractual requirement)
- Not rescheduling lectures or classes cancelled due to strike action.

As UCU's instructions include asking their members to "work to contract", I would like to clarify that the contractual duties of staff cover what is in their contracts of employment and related documents, the customary ways in which people have worked in their departments or units and the implied duties that both they and employers have. Our expectation is that members of staff will therefore continue to work normally and efficiently.

So that we can monitor the impact of the action and take steps to mitigate any impact on our students and on wider university activities, you are required to complete the enclosed [on-line form](#) to confirm if you will be participating in the action short of a strike. Please complete the form by noon on 27 March.

If, at a later stage, you decide to change your position regarding your involvement in the action short of a strike, you should notify HR immediately in writing.

As stated above, the University does not accept partial performance of the contract of employment and that any industrial action is a breach of contract for which it is entitled to deduct 100% of salary. This means that if you do not fulfil all of the requirements of your contract, for example by not covering for absent colleagues or not rescheduling lectures cancelled due to strike action, you will consequently not be entitled to your contractual pay. Should you decide only partially to tender your services, those services you do provide will be voluntary on your part. The University will keep you advised on the proportion of salary to be deducted.

I regret having to write to you in these terms, but I believe it is important that all staff are clear on the University's policy.

I think it is important that all staff are well informed about the proposed changes to the USS and I would urge you to visit the [pension's webpage](#) to see details of the proposed changes along with key facts and dates.

If you have any queries you should contact Garry Coupland (tel: 86056 or email [garry.coupland@ncl.ac.uk](mailto:garry.coupland@ncl.ac.uk)). Alternatively, further information is available in [FAQs](#).

Yours sincerely

Judith Whitaker  
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