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# Partnership Agreement between Lancaster University and the Recognised Trade Unions

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# Partnership Agreement

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## 1.0 INTRODUCTION

- 1.1 This Partnership Agreement aims to establish an overall framework for the conduct of employee relations at the University and to further promote a relationship of mutual trust and co-operation between the University and its recognised Trade Unions.
- 1.2 Partnership working aims to support the success of the University by helping it to achieve its strategic goals, to allow the Trade Unions to promote and protect the interests of their members and to help improve the quality of working life for all employees.
- 1.3 The parties to this Agreement recognise that from time to time legitimate differences of view and interest will arise and that these differences can form part of an open and productive dialogue. Where such issues cannot be resolved by informal or formal discussions, the parties accept their joint responsibility to seek and wherever possible to reach agreement using the procedures which are detailed in the supporting documents.

## 2.0 PURPOSE AND SCOPE

- 2.1 This Agreement details the principles, procedures, governance and working practices whereby the Trade Unions and the University will work together in Partnership.
- 2.2 It is not intended to detract from an employee's right to engage with University managers, the University's right to communicate with its employees or the Trade Unions' right to communicate directly with their members and conduct union business in accordance with union rules.
- 2.3 It is recognised that full-time union officials also have a valuable role to play in establishing and furthering the aims and objectives of partnership working and good employee relations, as well as contributing to it in practice in ways detailed in the supporting documents.

## 3.0 PARTIES TO AND START DATE OF THE AGREEMENT

- 3.1 This Agreement is between the University and the recognised Trade Unions, namely UCU, UNISON and UNITE.
- 3.2 The Agreement will commence on 14 March 2016.

## 4.0 OBJECTIVES FOR PARTNERSHIP WORKING

- 4.1 The following objectives are agreed by the University and the recognised Trade Unions:
  - 4.1.1 to help promote an open, transparent, collegial and inclusive organisational culture
  - 4.1.2 to engage with issues of policy, direction and other initiatives which affect University employees and in ways which help to inform decision making and contribute towards success

- 4.1.3 to ensure that employment practices at the University are conducted to the highest standards having regard to legislative guidance and best practice
- 4.1.4 to enhance effective communication with employees throughout the organisation to achieve greater participation and involvement of employees in matters related to the management and development of the University
- 4.1.5 to further improve the quality of working life
- 4.1.6 to help ensure that employees are treated equally and fairly, including in all matters of dispute.

## **5.0 PRINCIPLES OF PARTNERSHIP WORKING**

5.1 To deliver partnership working successfully it is important to develop good formal and informal working relations that build trust and share responsibility, whilst respecting difference. To facilitate this, all parties commit to adopt the following principles:

- 5.1.1 recognise the University's responsibility to plan, organise and manage the work of the University and to undertake continuous improvement in order to best achieve its ambitions and strategic plans
- 5.1.2 recognise the Trade Unions' responsibility to represent and act in the best interests of their members, both individually and collectively and to proactively seek to improve conditions of work
- 5.1.3 accept the value of joint discussion, consultation and negotiation in securing their joint and separate objectives
- 5.1.4 accept joint responsibility for sharing and resolving issues as and when they arise
- 5.1.5 recognise that issues are best addressed through early involvement and engagement
- 5.1.6 acknowledge the value of open and transparent sharing of information
- 5.1.7 commit to working with and learning from each other
- 5.1.8 endeavour to ensure that all agreements between the University and the Trade Unions are fully implemented
- 5.1.9 recognise the need to maintain confidentiality as required.

5.2 To help achieve the above the University will encourage employees to participate in the recognised trade unions to help them to achieve as broad a representative base as possible. The University will provide the relevant employee information to assist with this process and support collective bargaining, for example through the provision of information relating to 'starters' and 'leavers'.

## **6.0 LEGAL FRAMEWORK**

6.1 The University recognises its statutory obligations and the guidance provided as part of relevant legislation, which includes the following:-

- 6.1.1 Trade Union & Labour Relations (Consolidation) Act 1992
- 6.1.2 Safety Representatives & Safety Committee Regulations made under the Health & Safety at Work Act 1974
- 6.1.3 Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 1995 and 1999
- 6.1.4 Transfer of Undertakings Regulations 2006
- 6.1.5 Employment Act 2002 -Time Off for Trade Union Learning Representatives
- 6.1.6 ACAS Code of Practice - Time off for Trade Union Duties and Activities
- 6.1.7 ACAS Code of Practice on Disclosure
- 6.1.8 Equality Act 2010.

## **7.0 LEGAL FRAMEWORK**

7.1 The following form part of the Partnership Agreement:

- 7.1.1 Appendix 1 - Recognition Agreement and Procedural Arrangements

- 7.1.2 Appendix 2 (i-iii) - Terms of Reference, JNCC/CCM/HSCC
- 7.1.3 Appendix 3 - Time Off and Facilities Agreement
- 7.1.4 Appendix 4 - Failure to Agree and Disputes Procedure.

**8.0 MONITORING AND REVIEW**

- 8.1 The Partnership Agreement will be monitored and reviewed annually (normally in June of each year) by the Joint Negotiation & Consultation Committee, as set out in its terms of reference.
- 8.2 Any changes to the Agreement will be discussed and agreed via the Joint Negotiation & Consultation Committee.
- 8.3 The Agreement may be terminated by any of the parties giving a minimum of six months' notice.

**9.0 LEGAL STATUS OF THE AGREEMENT**

- 9.1 In accordance with the provisions of the Trade Union and Labour Relations (Consolidation) Act 1992 Part IV section 179, clause 3(b) the parties to this Agreement agree that it is not a legally enforceable contract.

**10.0 SIGNATORIES TO THE AGREEMENT**

On behalf of the University: ..... Date: .....

Position: .....

On behalf of UCU: ..... Date: .....

Position: .....

On behalf of UNISON: ..... Date: .....

Position: .....

On behalf of UNITE: ..... Date: .....

Position: .....

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# Appendix 1

## Recognition Agreement and Procedural Arrangements

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### 1.0 PURPOSE

1.1 The purpose of this agreement is to establish the arrangements for consultation and negotiation between Lancaster University and its recognised Trade Unions.

### 2.0 RECOGNITION

2.1 The University recognises the following Trade Unions for the purposes of negotiation and consultation for employees on grades 1-9:

- UCU is recognised as the sole representative for all academic and academic related University employees
- UNITE and UNISON are recognised as the sole representatives for all technical, support, administrative and manual employees.

2.2 The provisions of this agreement shall apply to accredited representatives of the Unions who have been duly elected or appointed in accordance with the rules of the Union.

2.3 The Trade Unions agree to inform the University (i.e. the Director of HR and OD) in writing, of the names of all elected representatives at the earliest possible opportunity and to notify the University of any subsequent changes.

### 3.0 MATTERS FOR NEGOTIATION AND CONSULTATION

3.1 Matters covered by this section are as defined in Section 178 of the Trade Union and Labour Relations (Consolidation) Act 1992 and as amended and added to by subsequent legislation.

3.2 The following matters shall be the subject of negotiation:

- 3.2.1 Terms and conditions of employment, including (but not limited to) pay awards and pensions (if locally determined), hours of work, annual leave and sick pay entitlements
- 3.2.2 Grading structures and job evaluation schemes (grades 1-9)
- 3.2.3 Equality and Diversity - Bullying and Harassment
- 3.2.4 Redundancy and redeployment policies
- 3.2.5 Disciplinary, capability and grievance policies
- 3.2.6 Any other items which both sides agree to refer.

3.3 The University will also consult or negotiate on the introduction and review of specific HR policies and procedures related to or additional to the above. The question of whether a matter is for consultation or negotiation will be agreed at the outset of any review process.

3.4 The University will consult about matters related to health and safety in line with the agreed Health and Safety Governance Arrangements, with the main vehicle for consultation being the Health & Safety Consultation Committee.

3.5 Additionally and by joint agreement, the University will consult with, and where appropriate

work together with, the Trade Unions in partnership on other matters not covered by the above as and when opportunities arise.

#### **4.0 NEGOTIATION AND CONSULTATION BODIES**

4.1 The Joint Negotiation & Consultation Committee (JNCC), the Communication & Consultation Meetings (CCM) and the Health & Safety Consultation Committee (HSCC) and will be the main bodies responsible for overseeing and conducting negotiation or consultation at the University, in line with their terms of reference.

4.2 The terms of reference for the above are detailed in Appendix 2 (i-iii).

#### **5.0 NEGOTIATION, CONSULTATION, INFORMATION AND COMMUNICATION – PRINCIPLES AND PROCEDURES**

5.1 The purpose of these principles and procedures is to outline the processes to be followed when matters of negotiation or consultation have been identified at the JNCC or through some other recognised Union/Management forum.

5.2 These arrangements can be used for the purposes of proposed changes/reviews to working conditions, HR policy development or to seek the views on University issues of which the Trade Unions will have an interest on behalf of the employees that they represent.

#### **6.0 DEFINITIONS**

6.1 **Negotiation:** Through collective bargaining jointly agree on issues affecting employees within the bargaining unit with the aim of achieving a collective agreement.

6.2 **Consultation:** the process by which management and the Trade Unions jointly examine and discuss issues of mutual concern, before final decisions are taken. It involves seeking acceptable solutions to problems through a genuine exchange of views and information. Consultation does not remove the right of managers to manage – they will still make the final decision – but it does mean a genuine commitment to seek the input of the recognised Trade Unions and to reach agreement wherever possible.

6.3 **Information:** information to be disclosed to trade union representatives for the purposes of effective collective bargaining and consultation. The information to be disclosed is that without which a Trade Union representative would be impeded to a material extent and which it would be in accordance with good employee relations practice to disclose.

6.4 **Communication:** sharing of information for the benefit of enhancing and increasing awareness and understanding on a particular issue and in the spirit of partnership working to co-develop and shape employment practices and/or to inform and involve University employees and Trade Union members.

#### **7.0 GENERAL PRINCIPLES**

7.1 To engage in meaningful, constructive discussion with a view to reaching agreement wherever possible.

7.2 To adhere to the timescales agreed in line with this protocol and to avoid unnecessary delays which may adversely impact on employees.

7.3 Both sides to ensure that documentation/information exchange is done within the timescales outlined in this protocol and agreed between both parties.

- 7.4 Information will be circulated to affected employees at the earliest opportunity by all parties to ensure that they are kept up to date on the matters in question.
- 7.5 Representatives will be appointed by both sides to lead on the issues in question to ensure consistency on negotiations and consultation
- 7.6 Management will provide the Trade Unions with any necessary information and documentation for the purposes of negotiation and consultation in good time to ensure that the Trade Unions may influence and contribute directly to any organisational decisions that have an impact on employees.
- 7.7 Where information is being shared informally, with a view to obtaining Trade Union input, this should be stated.

## **8.0 NEGOTIATION PROCESS**

- 8.1 When an issue of “negotiation” is identified or agreed via the JNCC a written proposal will be drawn up by Management or the Trade Unions . This will outline:

- The matter for negotiation
- Proposals
- The reason for change
- Implications for employees, numbers and impact
- Proposed implementation date
- Costs/savings
- Proposed timescales for the negotiation process

and any other agreed documents/information that is felt relevant.

- 8.2 If identified at a forum other than the JNCC then it should be recorded at the next JNCC meeting.
- 8.3 Both sides will agree reasonable timescales for the negotiation process (this will be dependent upon the issue for negotiation.
- 8.4 Both sides will identify lead officers (and representatives) who will be involved in the negotiation process.
- 8.5 Negotiation meetings to discuss the matter will be agreed in advance and every effort should be made by both sides to ensure attendance at the meeting (s).
- 8.6 Responses will be put forward within the agreed timescales as determined by both sides.
- 8.7 The outcome of negotiations should be formally reported at the next JNCC meeting.

## **9.0 CONSULTATION PROCESS**

- 9.1 When an issue which requires consultation with the recognised Trade Unions is identified at the JNCC (or some other recognised forum), management will share with the Trade Unions in good time any documentation or information relating to the matter. This may include a draft policy (amendment to a current policy or the development of a new policy) or proposals for a proposed change, which may impact on employees.
- 9.2 Management will seek to outline in writing, to the Trade Unions:
- Management proposals, including rationale for change
  - Implications for employees, numbers and impact



- Proposed timescales for consultation period
- Proposed Implementation date
- Costs/Savings
- Any other relevant and agreed documents/information.

- 9.3 Prior to any formal consultation with the Trade Unions, management may engage directly with employees that may be affected by any proposed change in relation to proposed changes. This will not be formal consultation but will be an attempt to seek views and opinions which may help to formulate any proposals for consultation. If an employee requests to be accompanied by a trade union representative at such a meeting the request will be considered by the relevant manager. Management will keep the Trade Unions updated of any such engagement.
- 9.4 Both sides will identify a lead officer who will be involved in the consultation process and will be the primary contact for the Trade Union in relation to the matter being consulted on.
- 9.5 Consultation meetings to discuss the matter will be agreed in advance and every effort should be made by both sides to ensure attendance at the meeting(s).
- 9.6 A meeting will be held at the outset of the consultation process with the Trade Unions to clarify any issues and to outline the management proposals. This is to avoid any misunderstanding of the issues and delays during the consultation process.
- 9.7 At the end of the consultation period, any feedback received will be considered by management and a response made, highlighting where changes/amendments have been made as a result of the feedback and reasons why changes have not been made if this is the case.
- 9.8 Should comments not be received in accordance with the allocated timescales (and where all the relevant information has been shared in a timely manner) then the University may notify the Trade Unions that it is proceeding to the next stage of the process.
- 9.9 The required approval and implementation process will then be duly followed on any proposed changes.

## **10.0 INFORMATION AND COMMUNICATION**

- 10.1 It is recognised that meaningful consultation and negotiation can only take place if all parties to the discussions have adequate information about the issues.
- 10.2 The University undertakes to be as open and helpful as is reasonable when responding to requests for information and if a request is refused, undertakes to explain the reasons for the decision.
- 10.3 The information requested, if not readily available, must be in proportion to the issues being discussed, the amount of work to produce it and the cost involved.
- 10.4 More generally the University undertakes to communicate to the Trade Unions timely information on all matters that may have a collective impact on employees, either through one of the agreed formal bodies or directly where this is judged to be more appropriate.
- 10.5 Whilst the University and the Trade Unions reserve the right to communicate directly with employees and members respectively, there may be occasions when it is helpful to issue joint communications to stakeholders by agreement.

## **11.0 TIMESCALES**

- 11.1 Timescales for consultation and negotiation issues should be agreed at the outset and will be dependent upon the scope of the project. However, it is not envisaged that this period will normally be longer than 8 weeks unless otherwise agreed.
- 11.2 If the Trade Unions form part of a project/working group that is developing proposals for change, any such time spent working on the development of such proposals will contribute to the overall negotiation/consultation timescales agreed.

## **12.0 FAILURE TO AGREE**

- 12.1 Where agreement is not reached then either side will have the opportunity to register a failure to agree (see Appendix 4)

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## Appendix 2 (i)

### Terms of Reference

### Joint Negotiation & Consultation Committee

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#### 1.0 INTRODUCTION

- 1.1 The Joint Negotiation & Consultation Committee (JNCC) seeks to support the aims of the Partnership Agreement between the University and its recognised Trade Unions.
- 1.2 The JNCC provides a means whereby the University and its recognised Trade Unions can receive information and discuss, consult or negotiate about matters of common interest (in line with the Recognition Agreement).

#### 2.0 TERMS OF REFERENCE

- 2.1 *Information*: the JNCC will discuss information about significant developments at the University or within the higher education environment which may, directly or indirectly, come to impact on University employees. Examples could include:
- future plans, strategic developments and/or major initiatives at the University
  - reports about business indicators (for example finance and student recruitment)
  - information about discussions and/or decisions taken at Senate or Council
  - national developments in higher education, particularly related to policy, pay bargaining, pensions, student fees and recruitment.
- 2.2 *Negotiation*: the JNCC will act as the umbrella body for all negotiations. The JNCC will normally initiate negotiations, establish negotiating sub-groups and agree their terms of reference. The Committee will receive reports on the progress and the outcomes of all negotiations. Where appropriate the JNCC will agree the outcomes and pass them for formal ratification via Trade Union and University governing structures. Where agreement and ratification has occurred outside of the JNCC cycle, the Committee will formally record these.
- 2.3 The JNCC may also, by agreement mandate specific matters for further discussion or consultation to the Communication & Consultation Meetings (See Appendix 1 (ii)), however any proposed outcomes would need to be agreed by the JNCC (or where appropriate by the Joint Chairs).
- 2.4 If the need arises to initiate negotiations outside of the JNCC cycle of meetings (and where not previously agreed) the arrangements for negotiations will be signed off via correspondence with the trade unions and other relevant parties.
- 2.5 *Consultation*: will normally concern significant matters at a University level which may, directly or indirectly, impact University employees.
- 2.6 Consultation about operational matters (for example the review and updating of existing policies and procedures) will normally take place at the Communication & Consultation Meetings. Where appropriate the JNCC will receive reports about the outcomes of such consultations.

- 2.7 At the meeting of the JNCC in the Summer Term, the Committee will review progress made during the current academic year and the effectiveness of its operation. It will also identify and prioritise matters to be dealt with in the next academic year in so far as these can be identified in advance. When considering such matters consideration will be given to the University's Strategic Plan, the People Strategy and implementation plans, the Policy Development Framework, legislative changes and any matters identified by the Trade Unions.

### **3.0 RATIFICATION AND ENDORSEMENT OF AGREEMENTS**

- 3.1 All negotiations related to changes to terms and conditions of employment will be dealt with by the JNCC.
- 3.2 The normal expectation is that members of both sides will have the ability to make commitments on behalf of the stakeholders, subject to any further consultation or ratification required via their normal governance structures.
- 3.3 Where agreement is ratified by all sides it will become binding.
- 3.4 Where agreements concern contractual matters, they will take the form of collective agreements for the purposes of changing individual contracts of employment.

### **4.0 MEMBERSHIP**

- 4.1 The Committee will comprise up to six members from the University and six members from the campus unions.

Representing the University:

Deputy Vice Chancellor (University Chair)

Chief Administrative Officer

Director of Human Resources and Organisational Development

Up to 3 other University managers or Human Resources representatives with relevant interest or expertise.

Representing the Trade Unions:

Up to 6 representatives drawn from the recognised Trade Unions, normally 2 from each union.

- 4.2 All members will be University employees.
- 4.3 Full-time Trade Union officers may attend meetings for specific items with reasonable advance notice.
- 4.4 The University will appoint a Secretary for the Committee.
- 4.5 All parties shall confirm its main representative(s) on an annual basis and inform the other parties of any permanent changes in the interim. The need for some flexibility of representation is recognised as long as members are properly briefed and continuity is maintained.

### **5.0 PROCEDURE**

- 5.1 The Committee will meet once a term. The Committee may also schedule additional, exceptional meetings should the need arise.
- 5.2 The Chair of the Committee will alternate between a University member and a Trade Union member.

- 5.3 Meetings shall be judged to be quorate if one representative from each union and three University members are present. However a meeting may also proceed in the absence of one of the Trade Unions with the prior written agreement of that union.
- 5.4 Proposed agenda items for meetings will normally be made available to the Secretary four weeks before JNCC meetings take place so that the final agenda can be agreed by the Joint Chairs and sent out (with accompanying papers) at least two weeks before each meeting of the JNCC.
- 5.5 The agenda will also allow for any urgent matters that have arisen after the agenda has been sent out as long as they are notified to the Secretary a minimum of 48 hours before the meeting.
- 5.6 The Secretary will produce draft minutes of meetings and these will be agreed by the relevant Chairs before submission to the next JNCC meeting for formal approval.
- 5.7 The Committee will report directly to the Vice-Chancellor via the Director of Human Resources.

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## Appendix 2 (ii)

### Terms of Reference

### Communication & Consultation

### Meetings

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#### 1.0 INTRODUCTION

- 1.1 The Communication & Consultation Meetings (CCM) seek to support the aims of the Partnership Agreement between the University and its recognised Trade Unions.
- 1.2 The CCM provides a means whereby the University and its recognised Trade Unions can regularly receive and discuss information and consult about matters of common interest (in line with the Recognition Agreement).
- 1.3 Although these terms of reference act as a guide to meetings, in addition to any formal business, the CCM is intended to provide a flexible and responsive forum whereby the University and the Trade Unions can share information and concerns so that matters can be engaged with as early as possible.

#### 2.0 TERMS OF REFERENCE

- 2.1 The CCM will deal with the matters shown below.
- 2.2 **Information:** the CCM will normally:
- discuss operational and policy matters
  - the CCM will also track progress against actions arising at the JNCC (given that the latter only meets once a term)
- 2.3 **Consultation:** the CCM will normally act as the main body for consultation about, for example:
- restructurings at the University
  - any proposals for redundancies which arise from such restructurings
  - where a requirement to consult is triggered under section 188 of TULR(C)A or by TUPE
  - HR policies and procedures
  - any concerns about the implementation of HR policies or supporting procedures.
- 2.4 **Negotiation:** the CCM will not normally act as a negotiating body unless specifically mandated to do so by the JNCC, however any proposed outcomes would need to be agreed by the JNCC as in 3.2 below.

#### 3.0 RATIFICATION AND ENDORSEMENT OF AGREEMENTS

- 3.1 Amendments made following consultation to, for example, HR policies and procedures may be agreed by the CCM (subject to any further consultation or ratification as required by University or Trade Union governance structures) and reported to the JNCC for formal recording.

## **4.0 MEMBERSHIP**

4.1 Meetings will be attended by:

Representing the University:

Up to six managers from HR and the wider University, normally including:

Director of Strategic Planning and Governance (Chair)

Director of HR or nominee

One member of HR staff with responsibilities for employee relations

Up to 3 other University managers or Human Resources staff with relevant expertise or interest in specific areas.

Representing recognised campus Trade Unions:

Up to 6 representatives drawn from the recognised Trade Unions, normally 2 from each union.

4.2 All members will be University employees.

4.3 Full-time Trade Union officers may attend meetings for specific items where reasonable advance notice is given.

## **5.0 PROCEDURE**

5.1 Meetings will be held monthly and dates will be set well in advance.

5.2 Meetings will be chaired by the Director of Strategic Planning and Governance.

5.3 A Secretary for the meetings will be appointed by HR. A record of the meeting will be circulated to all present.

5.4 Meetings shall be judged to be quorate if one representative from each union and two University members are present. However a meeting may also proceed in the absence of one of the Trade Unions with the prior written agreement of that union and/or where written comments are submitted.

5.5 Agenda items for meetings will be forwarded to the Secretary at least 7 working days before meetings take place. The agenda will be sent out at least 5 working days before meetings.

5.6 Where appropriate the meetings will report progress and outcomes to the JNCC.

5.7 The agenda will also allow for any urgent matters that arise after the agenda has been sent out as long as they have been notified to the Secretary a minimum of 48 hours before the meeting.

5.8 An Extraordinary Communication and Consultation Meeting (ECCM) may be called where particular matters are urgent and cannot wait for the next meeting, or where a matter requires more time than can be allocated at a regular CCM. An ECCM may be requested by a CCM member from University management or a Trade Union representative; the request should be made in writing to the chair of CCM stating the topic and explaining why an ECCM is required. The chair will then approve or decline the request having discussed it with the interested parties. The normal quoracy requirements as per §5.4 above apply to an ECCM, however these can be waived by mutual consent in the interests of arranging a meeting urgently.

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## Appendix 2 (iii)

### Terms of Reference

### Health & Safety Consultation Committee

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#### 1.0 TERMS OF REFERENCE

- 1.1. To provide the means by which the University can fulfil its regulatory duty to consult with employees in a timely way on matters to do with Health and Safety as outlined in the Safety Representatives and Safety Committee Regulations 1977 (as amended) and the Health and Safety (Consultation with Employees) Regulations 1996 (as amended).
- 1.2. Specifically this must include:
  - The introduction of any measure at the workplace which may substantially affect the health and safety of the employees the safety representatives concerned represent
  - The arrangements for appointing or, as the case may be, nominating competent persons in accordance with regulations 6(1) and 7(1)(b) of the Management of Health and Safety at Work Regulations 1992
  - Any health and safety information the University is required to provide to the employees the safety representatives concerned represent by or under the relevant statutory provisions;
  - The planning and organisation of any health and safety training the University is required to provide to the employees the safety representatives concerned represent by or under the relevant statutory provisions; and
  - The health and safety consequences for the employees the safety representatives concerned represent of the introduction (including the planning thereof) of new technologies into the workplace.
- 1.3. To receive information and updates about future plans and strategic developments at the University the impact of which may have health and safety implications.
- 1.4. To receive information, reports and key performance metrics on health safety and welfare from SHaW, HR, Occupational Health or any other University committee.
- 1.5. To receive an overview of progress with developments or consultation on health and safety matters which take place outside of the Committee.
- 1.6. To establish working groups on projects or other matters of joint interest and to report back to the Committee as and when they are required. [Such groups can be convened at any time and are not restricted to committee meetings].

#### 2.0 MEMBERSHIP

- 2.1. The Committee will have equal representation from the University and the campus Trade Unions.



Representing the University:  
Deputy Vice Chancellor [University Chair]  
Director of Human Resources  
Director of Facilities  
Pro Vice Chancellor for Research

Health and Safety representatives from currently recognised campus Trade Unions  
UNITE  
UCU  
UNISON

- 2.2. All members will normally be University employees.
- 2.3. At least one University Health and Safety advisor will be in attendance [other specialist competent advisors may be asked to attend where the agenda requires].
- 2.4. A Committee Secretary will be provided by the University to record the meeting.

### **3.0 PROCEDURE**

- 3.1 The meeting of the Health & Safety Consultation Committee [HSCC] will be separate from the Joint Negotiation & Consultation Committee [JNCC] and as such will have its own schedule of meetings, agenda and minutes.
- 3.2 The Chair of the Committee shall alternate between a representative of the University and a Trade Union health and safety representative.
- 3.3 The secretary will produce minutes of the meeting and these will be circulated and agreed at the next meeting.
- 3.4 The Committee shall meet once a term. The Committee may also be convened in addition to those scheduled where there is sufficient business.
- 3.5 The University management will report directly to the Vice-Chancellor via the Director of Human Resources. The Vice-Chancellor will also receive a copy of the minutes.
- 3.6 The Trade Union Health and Safety Representatives will report to their constituencies in accordance with their practices as appropriate.

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## Appendix 3

# Trade Union Time Off and Facilities Agreement

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### 1.0 INTRODUCTION

- 1.1 The purpose of this agreement is to establish facilities and time off arrangements for local representatives of recognised Trade Unions. For the purposes of this agreement this also includes regional and national committee members, health and safety representatives and learning representatives.
- 1.2 The University and the Unions recognise that the employee relations functions of elected representatives are important duties (in addition to their own duties as employees of the University) and that paid time and support are required to ensure effective partnership working.

### 2.0 SCOPE OF REPRESENTATION

- 2.1 The scope of Trade Union representation will relate to matters connected with the following:
  - 2.1.1 Engaging in collective bargaining (see Appendix 1 - Recognition Agreement and Procedural Arrangements for further details)
  - 2.1.2 Receiving information and consulting about redundancies under section 188 TULR(C)A and consultation or negotiation (as required) where the Transfer of Undertakings (Protection of Employees) Regulations apply
  - 2.1.3 Undertaking the duties of a Union Learning Representative
  - 2.1.4 Undertaking the duties of a Health and Safety Representative
  - 2.1.5 Preparing for negotiations, including attending relevant meetings, informing members of progress and outcomes, preparing for meetings with the employer about matters for which the Trade Union(s) have representational rights
  - 2.1.6 Accompanying employees at disciplinary, capability or grievance meetings
  - 2.1.7 Appearing on behalf of members before an official outside body, such as an Employment Tribunal dealing with matters arising at the University
  - 2.1.8 Representing Trade Union members at national and regional meetings regarding matters within the scope of the Recognition Agreement – where time off is required advance notification of such meetings together with the name(s) of proposed attendee(s) will be forwarded to the Director of HR and Organisational Development by the relevant union(s) for ratification.
  - 2.1.9 Undergo relevant training pertaining to the duties of Trade Union officials.
- 2.2 Any requests for paid time-off which fall outside of the above should be separately agreed with the Director of HR and Organisational Development.

### 3.0 ELECTION AND NOTIFICATION OF TRADE UNION REPRESENTATIVES

- 3.1 For the purposes of time off for Trade Union duties, activities and duties the University will recognise as Trade Union representatives employees who have been elected or appointed in accordance with the rules of each union, to be representatives for their respective bargaining groups.

- 3.2 In fulfilling their duties and responsibilities, the Trade Union representatives will abide by, and use their best endeavours to ensure that members comply with, all agreements between the University and the Trade Unions.
- 3.3 The Trade Unions will report the names of elected representatives to the Director of HR and Organisational Development within 10 working days of their annual elections. This will also include details, where possible, of any specific employee groups represented or where specialist duties or functions are carried out. The Trade Unions will also inform the Director of HR and Organisational Development of any changes made between elections.
- 3.4 The University will, via the Director of HR and Organisational Development, acknowledge that notified representatives are recognised for time-off as soon as possible, with copies to the employee and the appropriate manager. The University will review and where necessary discuss with each union the number of representatives to benefit from time-off arrangements.

#### **4.0 AMOUNT OF TIME OFF FOR TRADE UNION DUTIES**

- 4.1 The amount and frequency of time-off with pay will be reasonable in all the circumstances. An agreed FTE allowance of time-off for Trade Union duties shall be negotiated and agreed with each recognised Trade Union. The allowance will take account of the operating context for the relevant bargaining unit.
- 4.2 The amount of time-off will take into account preparing for meetings, attending meetings, informing members of progress and representing members.
- 4.3 The amount of time-off will be annually reviewed and a formal proposal for any changes will be considered by the Joint Negotiation & Consultation Committee at its meeting in the Summer Term, in time for the next planning round.
- 4.4 Time off for Learning and Health and Safety Representatives will follow ACAS guidelines and any such allocation of time-off will form part of the overall facilities time allocation process.

#### **5.0 AMOUNT OF TIME OFF FOR TRADE UNION ACTIVITIES**

- 5.1 The arrangements for Trade Union members to attend official meetings (for example Annual General Meetings) will have regard to the needs of the service.
- 5.2 Any applications for reasonable paid time-off for union activities will be considered on their merit, for example to ensure that workplace meetings are fully representative.

#### **6.0 REQUESTING TIME-OFF**

- 6.1 The recognised Trade Unions will be aware of the University's circumstances and operational requirements when requesting time-off. These will include academic and support requirements, working arrangements and health and safety considerations.
- 6.2 Line managers and Trade Union representatives will work together to ensure that time off provisions, including training, operate effectively to minimise any operational impact.
- 6.3 Requests for time-off should provide line-managers or Heads of Departments with as much notice as practically possible. It would also be helpful if a schedule of known commitments (eg committee meetings) could also be provided.
- 6.4 Where the flexibility and working arrangements outlined in 6.1 and 6.2 are not achievable because of, for example, a need to provide cover or because of the impact on service provision, specific

time-off must be requested in advance for planned Trade unions activities. Managers should consider each request and take reasonable steps to plan for representatives' time-off and any necessary provision of cover and workload reduction. Line-managers should also bear in mind any difficulties for Trade Union representatives in ensuring effective representation and communication with, for example, part-time employees. It is however recognised that from time to time urgent issues arise and the Trade Union may need to respond in the interest of their members.

- 6.5 If agreement cannot be reached about the reasonableness of a request for time-off the matter shall be referred in the first instance to the Director of HR and Organisational Development who, if agreement still cannot be reached, will discuss the matter with the Regional Officer for the relevant union.
- 6.6 A quarterly report on the range of activities undertaken will be made by each of the branch secretaries to the Director of HR and Organisational Development (or delegate). This information will be used to ensure the effectiveness of the agreed arrangements, to identify any issues arising which require joint review and to help inform future discussions about paid time-off allowances. This information will also inform the University's statutory reporting requirements on facilities time.

## **7.0 TRAINING**

- 7.1 All parties recognise that Trade Union representatives are more likely to carry out their duties effectively if they possess the skills and knowledge relevant to their duties.
- 7.2 The University will allow Trade Union representatives reasonable time off with pay to undergo approved training relevant to the fulfilment of their Trade Union duties and responsibilities.

## **8.0 SUPPORTING FACILITIES**

- 8.1 The appointed Trade Union representative will be entitled to access to the following to assist them to carry out their duties and responsibilities:
  - 8.1.1 telephone, email and internet access (in full accordance with the University's IT access and information security policies)
  - 8.1.2 designated office accommodation and a joint trade union meeting room
  - 8.1.3 notice board provision at each campus, subject to compliance with normal rules governing the use of notice boards
  - 8.1.4 use of the University's equipment for word processing and copying for essential Trade Union work within the University, subject to there being no interference with the work of the University
  - 8.1.5 the ability to provide information about the recognised Trade Unions to new starters
  - 8.1.6 any other facilities agreed with the Trade Unions.

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## Appendix 4

# Failure to Agree and Disputes Procedure

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### 1.0 INTRODUCTION

- 1.1 The University and the recognised Trade Unions are committed to working in partnership and every endeavour will be made to reach agreement via the procedures detailed in the Partnership Agreement.
- 1.2 However if agreement cannot be reached on a specific issue either party may invoke the procedures as described below.

### 2.0 PURPOSE AND SCOPE

- 2.1 The purpose of this procedure is to minimise disputes between the University and the Trade Unions and where they do arise, in the interests of the continuity of service and of employees, to resolve them as soon as possible and at the lowest level possible.
- 2.2 The Failure to Agree Procedure concerns matters covered by sections 3.2 and 3.3 of the Recognition Agreement and may be invoked by the Trade Unions or by the University once the normal consultation and negotiation processes have been exhausted.
- 2.3 This procedure primarily applies to disputes that arise through a negotiation process, where there has been a failure to reach collective agreement. However from time to time it is recognised that in the interests of partnership working and positive employee relations both sides may agree that the procedure be invoked to deal with other matters of dispute. Before this happens every effort should be made to resolve the matter informally or by taking the issue to a Communication and Consultation Meeting. If the issue remains unresolved it may also be raised at the Joint Negotiation & Consultation Committee for further consideration.

### 3.0 NOTIFYING A FAILURE TO AGREE

- 3.1 Where the procedure is initiated by the Trade Unions, formal notice should be sent to the Director of HR and Organisational Development and the Chief Administrative Officer. Where the procedure is initiated by the University, formal notice should be sent to the Union Secretaries, or if the notice concerns one Trade Union, to the relevant Secretary and copied to the Secretaries of the other trade unions.
- 3.2 Where the procedure is initiated by a single union, that union's Secretary will notify the other Trade Unions. The parties will agree whether representatives of the Trade Unions not in dispute should be invited to attend meetings to help resolve the issue(s).

#### **4.0 FAILURE TO AGREE PROCEDURE**

- 4.1 Following receipt of such notification a sub-group of the JNCC will be agreed by the Joint Chairs to try and resolve the issues. The sub-group will agree dates for two meetings to take place and within twenty eight days of the notification if at all possible.
- 4.2 Membership of the sub-group will be agreed by the Joint Chairs and will normally include Regional Official(s) and the Director of HR and Organisational Development.
- 4.3 The focus of these meetings will be on reaching a settlement of the issue(s). Where appropriate, such settlement should include recommendations on how similar disputes might be avoided in the future.
- 4.4 Further meetings may be held if agreed to by all parties.
- 4.5 Where there is a failure to reach an agreement within local procedures and where both parties agree to it, the matter(s) may be referred for conciliation to the Advisory Conciliation and Arbitration Service (ACAS) in order to seek a resolution. A decision on this will be taken, normally within 5 working days following a request by either party.
- 4.6 If agreement is still not reached the procedure will be deemed to have been exhausted and both parties will review their position.
- 4.7 Throughout the period of the Failure to Agree Procedure meetings, including any third party assistance, the status quo ante position will normally remain in place. The University will not impose a resolution and the trade union(s) will refrain from taking any form of industrial action until the procedure has been fully exhausted.
- 4.8 At the end of each stage, the parties may agree a joint statement.

#### **5.0 VARIATION**

- 5.1 The parties to this agreement may propose to vary any of the terms of this procedure. Any such proposal will be considered and agreed by the JNCC.

