

Framework for Employee Relations

Recognition and Procedure Agreement between the University of Bolton, Unison and the University and College Union (UCU)

December 2019

1. Introduction

- 1.1. The University recognises voluntarily for purposes of collective bargaining, the following Trade Unions as having bargaining rights in respect of all employees of the University in roles; Unison (professional support staff in roles graded at 1 to 5 within the University pay and grading structure) and UCU (professional support staff in roles graded 6 to 10 plus all staff employed on academic contracts of employment). Formal agreements reached between the University and each of its recognised trade unions apply to staff in the relevant group of staff whether such staff are a member of that trade union or not.
- 1.2. The University agrees that it will not negotiate with organisations not listed in this Agreement concerning matters covered in this Agreement. Nevertheless, the University recognises that the staff membership of trade unions within the University may change significantly, which could mean that the trade unions covered by this Agreement may also need to be reviewed and varied. In such circumstances, the University will consult with the recognised Trade Unions prior to a final decision being taken.
- 1.3. The University and Trade Unions accept that there may be overlapping areas of interest in recognition and that to avoid conflict and ensure effective collective bargaining, consultation and negotiation will be undertaken collectively with both recognised Trade Unions (see section 4).
- 1.4. All parties have a shared commitment to the sustainability and success of the University and the promotion of effective employee relations. The University and the Trade Unions recognise and respect the fact that they have distinct and legitimate roles.
- 1.5. The purpose of this Agreement is to promote effective joint working between the University and its recognised Trade Unions. The Agreement sets out Trade Union recognition and representation within the University and clear procedural arrangements for information sharing, consultation and negotiation.
- 1.6. As part of this Agreement all parties commit to working together and confirm their mutual respect and recognition that different viewpoints can exist and be valid. The overall aim for all is achieving an outcome which benefits the University and its staff.
- 1.7. Both the University and Trade Union colleagues are committed to co-operation and to preventing the unnecessary escalation of issues wherever possible. As part of this commitment, all involved in such discussions have a responsibility to build positive relations which prevent and, where necessary, resolve by agreement problems which arise. Wherever possible issues will be addressed and resolved by early and informal discussion.
- 1.8. All parties recognise the right of individual staff members to join or not join a Trade Union of their choice. The University recognises the right of Trade Unions to elect a number of

local representatives to act on its behalf. The University also acknowledges the involvement of full time officers to support local representatives in their duties.

1.9. This agreement applies to the University of Bolton only and supersedes any and all other agreements.

2. General Principles

2.1. The Trade Unions recognise the University's role is to plan, organise and manage the work of the organisation in order to achieve a sustainable organisation delivering the best possible results in pursuing the aims and objectives set by the Board of Governors. The University will do so in ways that are commensurate with employment legislation and with appropriate and timely consultation and negotiation with recognised trades unions as appropriate.

2.2. The University recognises a Trade Union's role is to protect and further the interests of its members.

2.3. Both parties recognise their common interest and joint purpose in furthering the aims, plans and objectives of the organisation and in achieving responsible and sustainable solutions in all matters of concern to them.

2.4. In order to deliver the University's objectives, whilst also recognising the individual and collective interests of employees, all parties are agreed on the following common aims:

- University operates successfully and sustainably, that can operate successfully in local, regional, national and global contexts with relevant strategies, policies, procedures, systems and processes;
- Develop and promote a shared understanding of the challenges faced by the University;
- Ensure that employment practices in the University are conducted in line with best practice and current employment law;
- Ensure all employees have the opportunity to contribute to the University's success whilst enjoying good careers;
- Encourage communication within the University;
- Ensure greater transparency and participation as part of a collaborative approach to problem-solving;
- Promote an inclusive culture in which all relations between members of the University community are based on the values of dignity, courtesy and respect;
- Promote equality, and eliminate harassment and unlawful discrimination, between people of all ages, ethnicities, disabilities, family structures, genders, nationalities, sexual orientations, religious or other beliefs, and socio-economic backgrounds;
- Ensure fair and equitable treatment of all staff including in matters of dispute
- Build a relationship of trust between the University, its staff and Trade Union Representatives.

2.5 Nothing in this Agreement shall preclude the rights of the University and its Managers to communicate with staff either individually or collectively.

3. The Scope of the Agreement

The University commits to undertake the following jointly with the recognised Trade Unions:

3.1. **Information** – The University will fulfil its obligations under current employment legislation relating to the disclosure of information. The University undertakes to supply the Trade Unions with the specified information to carry out meaningful and effective consultation and

negotiation. All parties must keep each other informed of all relevant matters. Relevant information will be provided in good faith and in a timely manner.

3.2. **Consultation** – The University is committed to complying with its statutory requirements and will consult on all aspects of organisational change, prospective redundancies, TUPE transfers and matters of Health and Safety. The University will also consult as necessary regarding changes to occupational pension schemes.

3.3. **Negotiation** – The University will negotiate with a view to reaching agreement with the recognised Trades unions on all matters which affect the terms and conditions of employment of staff and on the associated contractual policies and procedures. Matters negotiated nationally will not be the subject of local negotiation except in so far as questions of local interpretation over which the University has discretion may arise.

3.4. The University recognises the rights of the recognised Trade Unions to represent the interests of its members on individual matters.

3.5. This Agreement does not impact on the national recognition rights of the Trade Unions involved.

4. Terms of reference and membership of the Joint Information, Negotiation Consultation & Committee (JINCC)

4.1. The Terms of Reference for the JINCC are attached as Appendix One. Nothing in this agreement precludes the University and each of its recognised trade unions from holding bilateral meetings as required on specific matters pertaining to their bargaining unit.

5. Trade Union Representatives

5.1. The Trade Unions will formally notify the Executive Director of HR in writing of the names of all elected representatives as soon as possible of their election or of any subsequent change. The Trade Unions will confirm the name, position held, date of appointment and duration (if fixed term).

5.2. To ensure full representation, consultation and communication of the views of Union members, each Union has its own structure of representatives. The University will be notified of the names of representatives as soon as they are known and the unions will inform the University of the names of any representatives replaced.

5.3. The University recognises that Trade Union representatives fulfil an important role and that the discharge of their duties as Trade Union Representatives will not prejudice their employment with the University.

5.4. If a Trade Union representative is subject of an allegation, the University will inform the relevant Trade Union Regional Officer and where possible prior to taking any action. Please note complaints from union members regarding the conduct of a Trade Union Representative should normally be raised with relevant Trade Union Regional Officer.

5.5. The University will inform new staff of the opportunity to join a trade union and invite the Trade Unions to participate in induction events in order to raise awareness of the benefits of Trades union representation.

5.6. The Trade Unions will provide a list of relevant full-time Trade Union Officers and other trade union representatives not employed by the University who support its member's at the University on an annual basis to the Executive Director of HR. these representatives will be permitted onto University premises without any prior written consent.

6. Facilities Arrangements

6.1 General Principles

The objective of this agreement is to promote effective employee relations by providing accredited representatives of the recognised trade unions with reasonable paid time-off and appropriate facilities to carry out their functions within the University of Bolton. Trade Union Representatives may also request reasonable unpaid time off during working hours to take part in union activities.

6.2 Representatives: Paid Time for Employment Relations and Trade Union Duties

6.2.1 Subject to operational need accredited trade union representatives are entitled to reasonable time away from their normal duties for trade union duties concerned with information, consultation and negotiation, in connection with:

- a) terms and conditions of employment, or the physical conditions in which staff are required to work;
- b) engagement or non-engagement, or termination or suspension of employment, of one or more staff;
- c) allocation of work or the duties of employment as between staff or groups of staff.
- d) organisational change;
- e) matters of discipline and grievance;
- f) trade union membership or non-membership;
- g) machinery for, information, consultation or negotiation and other procedures;
- h) facilities for representatives of trade unions;
- i) participation in any joint working groups involving representatives of the University management and Trade Union Representatives.

This is not an exhaustive list.

Accredited Trade Union Representatives will inform the University of their request (See 6.2.2 to 6.2.6)

6.2.2 Accredited trade union representatives requesting paid time which requires them to leave University premises will provide their Head of School / Service with prior notice and where possible providing reasonable notice in advance and give details of the purpose of such time off and the timing and duration of the time off required.

6.2.3 Accredited trade union Health and Safety representatives shall be afforded reasonable time as is necessary to fulfil their functions.

6.2.4 In line with the ACAS Code of Practice on time off for Trade Union duties and activities accredited Trade Union Representatives shall ask permission of the University with as much notice as possible to conduct their trade union duties and activities at the University, prior to their occurrence. Trade Union Representatives will notify their Head of School / Service by email (copy to HR) with as much notice as possible of any planned trade union meetings scheduled with their members and informing their Head of School/ Service of the general purpose of the time off, the intended location, the expected timing and duration of the time required. Heads of School / Service will make every effort to facilitate requests from trade union representatives. Account will however be taken of operational needs/circumstances. In the event of refusal, Heads of School / Service will provide a written explanation of the reasons for refusal and details of when alternative arrangements can be made. It is recognised that with casework some issues may be confidential / urgent in nature and therefore there may be occasions when a

Trade Union Representative may need to meet an individual member and may not be able to give the University as much notice as possible.

6.2.5 Permission to hold group / branch meetings with members within working hours or on University premises has to be sought in advance from the Executive Director of HR. Where it is necessary for a union to hold a group / branch meeting during working time and/or on University premises, the Trade Union Representative will request time away from their normal duties for trade union duties in line with section 6.2.4 above and seek consent from HR. Upon authorisation HR will communicate such reasonable requests to relevant Heads of School/Service and request that they give reasonable time off for any member requesting to attend any such group / branch meeting or similar trade union meeting. Account will however be taken of operational needs/circumstances. Where problems arise with respect to any request for time off the line manager and/or Trade Union Representative may consult with HR.

6.2.6 In order to maintain positive employment relations if Heads of School / Service and/or Trade Union Representatives have any issues regarding the interpretation of the above guidelines advice may be sought from the Executive Director of HR.

6.3 *Representatives Training*

6.3.1 The University will grant accredited Trade Union Representatives reasonable time away from their normal duties to undergo training relevant to the carrying out of their particular trade union duties. Such training must be approved by the Trade Union Congress or by the representative's trade union at National or Regional Level.

6.3.2 Such requests, made in accordance with paragraph 6.3.1 will not be unreasonably denied but Heads of School / Service will need to take operational requirements into account before making a decision, in accordance with paragraph 3.3. Once agreed it would not be expected that such approval would be withdrawn other than in exceptional circumstances.

6.3.3 The responsibility for fees and expenses for training rests with the relevant trade union.

6.3.4 An application to attend a training event must be made in line with paragraphs 6.2.2 to 6.2.4 above.

6.4 *Representatives: Payment for Time Away from their Normal Duties for Trade Union Duties and Training*

6.4.1 Union representatives to take agreed time away from their normal duties for trade union duties and training will receive normal contractual basic pay. Please note if a representative who works part-time who exceptionally undertakes trade union duties or training at times when they are not required to be at work (during the normal working week) they will not normally be paid for such time - unless it has been agreed in advance and in writing with the University.

6.5 *Time away from their normal duties for trade union duties for senior officers of recognised Trade Unions (e.g. Branch Chairs and/or Branch Secretaries)*

6.5.1 The University will notify the respective line managers of the rights and duties of union representatives to take reasonable paid time-off.

6.6 *Allocated Time-Off*

The total allocated time off for each recognised trade union (to be allocated by each Trade Union to relevant representatives) is as follows;

UCU 6 hours per working week

UNISON 5 hours per working week

6.6.1 In the event of exceptional organisation circumstances any request to temporarily increase the above allocated time-off will not be unreasonably refused. Any such request should be submitted in writing to the HR Officer for consideration.

6.6.2 In line with the Trade Union (Facility Time Publication Requirements) Regulations 2017 Trade Union Representatives should keep a log of allocated time-off used and provide the University (via the Secretary of the JNICC) with any reasonably requested information in a timely manner.

6.6.3 Where relevant to an individual's contract of employment and with the prior agreement of the Head of School 50% of the time allocated to those trade union representatives under this section with formal teaching and/or research responsibilities (under a workload allocation model) would be off teaching/research time.

7 Trade Union Members: time away from their normal duties for trade union duties for Trade Union Activities

The University recognises that in order to operate effectively and democratically, trade unions need the active participation of members.

- a) Trades Unions will hold upto four branch meetings during each academic year. If any of the individual unions wish to call further branch meetings from time to time, they will give the University wherever possible, five days' notice.
- b) A trade union member who is employed by the University will be permitted reasonable paid time away from their normal duties during working hours to take part in recognised union activities such as going to workplace meetings to discuss and vote on union negotiations with the University (such as changes to terms and conditions), meeting with a full-time trade union official away from the University to discuss issues at the University, voting in a trade union election (for example to elect a shop steward), consult a trade union learning representative, attending health and safety or equal opportunities meetings of the union. The member shall give their line manager as much notice as possible of their proposed attendance (ideally five working days) and seek permission for release from normal duties, including travelling time if the meeting is off site. Agreement to release and payment for attendance at such meetings shall not be unreasonably withheld. However, trade union officers and representatives agree that they will make every effort to keep disruption to normal working to a minimum.
- c) If a Union member is elected as a TUC or union conference delegate on behalf of one of the Unions, the member shall, wherever possible, give their line manager one month's notice of their proposed attendance and seek release from work. Agreement to release and payment for the time spent in attendance at conferences shall not be unreasonably withheld.

8 Other Support

The University will provide to each Union:

- a) Subject to availability, appropriate rooms in which to hold union meetings, which should be booked by representatives through the normal procedures;

- b) Provision of and access to notice boards in a prominent positions at agreed locations in the University;
- c) Provision of office space for the use of each union, which shall be suitable for confidential meetings between union members and representatives;
- d) Subject to the adherence to the relevant University policies use of the University telephone, IT network and within reasonable cost limit postal systems free of charge;
- e) Access to photocopying/printing facilities in the University;
- f) The opportunity during staff induction for Union representatives to communicate with new members of staff;
- g) The University agrees to operate a payroll check-off system for the payment of union subscriptions, subject to written authorisation from the employee and written notification of the amount from the Union; the amounts deducted to be forwarded to the designated Union office. An administrative fee of £1.50 plus VAT per year per member under this system will be charged to the relevant Trade Union;
- h) The University will also provide the Branch Secretaries of the recognised unions with a list of staff and will thereafter ensure that the recognised unions are updated with an annual list of relevant new employees and leavers.

9 Disputes resolution


- 9.1 In the event that the JINCC records a failure to reach an agreement acceptable to any/all Unions and the University then the disputes resolution procedure may be invoked by writing to the President & Vice-Chancellor setting out the matter in dispute and the date of the JINCC in which the failure to agree arose. The letter must be signed by the relevant union Branch Officers and Regional Officials.
- 9.2 In normal circumstances an extraordinary JINCC will be held within 14 days the purpose of which will be to reach agreement and resolve the dispute.
- 9.3 In the event of failure to reach agreement at the extraordinary JINCC, the matter may be referred to ACAS for conciliation and/or arbitration with the agreement of both/all parties.
- 9.4 It is agreed that until this procedure has been exhausted and during any third party assistance the status quo ante position will remain in place. There shall be no stoppage of work or any other form of industrial action. Neither shall the management side impose a resolution such as a contractual change nor a change in working practices.


10 Variation, Duration and Termination of this Agreement

- 10.1 Variation or changes to this Agreement can only be made by mutual agreement between the signatory unions to this document and representatives of the University. Such amendments will be recorded in writing.
- 10.2 This Agreement will operate from the date of all parties signing Section 11 of this Agreement. Each party to this agreement may terminate it by giving three months' notice in writing to the other.
- 10.3 The operation of this Agreement will be reviewed every two years.
- 10.4 In accordance with the relevant provisions of the Trade Union and Labour Relations (Consolidation) Act (1992), the parties to this Agreement agree that it is not legally

enforceable, nor will any conclusions reached by the JINCC constitute a legally binding obligation on the University or the recognised trade unions.

11 Signature of the parties to this Agreement


Signed: 
Date: **18TH MAY 2020**
Name: **DR KONDAL REDDY KANDADI**
Job Title: Deputy Vice Chancellor
(For the University)

Signed: 
Date: **12 MAY 2020**
Name: **CHRIS MCCLELLAND**

Job Title: Executive Director of
HR (For the University)

Signed: 
Date: 28th February 2020

Name: Marie Monaghan Regional Support Official
(For UCU)

Signed: 
Date: 11th May 2020
Name: John Lewis, Regional Organiser UNISON North West
(For Unison)

Date of Commencement of this Agreement:

Appendix One

Joint Information, Negotiation & Consultation Committee (JINCC)

Terms of Reference

1.0 Purpose

The JINCC acts as the formal body through which the management of the University meets with the two recognised trade unions: UCU and Unison for communication, consultation and, where appropriate, negotiation.

The JINCC shall be a standalone committee of the University. However, the University will provide summary reports of substantive matters considered at the JINCC to the Executive Board and to other relevant Committees (such as Resources Committee and the Board of Governors).

1.1 Scope

The JINCC will provide the mechanism by which issues relating to collective bargaining, terms and conditions of employment, policies and procedures for all staff (relating wholly and exclusively to those employed by the University) are considered. This of course would include formal statutory consultation. Matters relating to the local implementation of any nationally agreed sector wide arrangements will also be considered.

The scope of the JINCC is not to consider individual cases or local operational matters such issues shall be discussed outside the meetings unless on an exceptional basis to resolve matters that otherwise would lead to the Dispute Resolution procedure being invoked.

The JINCC will receive reports from other Committees; on such matters as health & safety and equality & diversity.

2.0 Membership structure

2.1 University

University members will be made up of the following two members plus the Secretary to the JINCC

- Deputy Vice-Chancellor
- Executive Director of HR (Chair)

The Assistant Vice-Chancellor (Resources) and/or University Registrar (or nominee as required) may also attend for the University

The University will be responsible for appointing a Secretary. The HR Officer is the Secretary and will be responsible for arranging meetings, the timely production and circulation of agenda, papers and minutes.

2.2 *Trade Union*

Trade union members nominated and appointed by the recognised local trade unions as follows:

- Up to two representatives from each trade union (UCU and Unison)
- One regional full time official from each trade union will also be able to attend any meeting of the JINCC with the appropriate notification.

One representative from each side shall be a quorum for a meeting. If the meeting is not quorate it can still proceed and the Chair will ensure that the minutes reflect this fact and ensure that an alternative means is used to consider items of business that require reaching an agreement.

Either side shall be able to invite other colleagues to attend the JINCC with the prior agreement of the Chair on a particular specialist subject matter.

3.0 **Meeting Procedure**

The Committee shall aim to reach agreement by consensus on the issues put before it fully exploring all options. Any agreement reached by the Committee shall be noted in the minutes. Where any significant differences remain and agreement cannot be reached, either the fact that agreement is not reached will be noted in the minutes or resolution sought outside the meeting for example, consideration of the issues through the formal Disputes Resolution procedure. The University management and trade union side will provide clear agenda items – issuing briefing notes as appropriate.

3.1 *Frequency of meetings*

Once a month (or an alternative frequency if agreed between the parties) on set days publicised by the Secretary to the Committee and agreed with the trade unions.

The meetings shall convene subject to the proposal of agenda items by either party at least five working days before a meeting, and the distribution of the agenda and supporting papers at least four working days beforehand. Minutes of meetings to be distributed usually within 10 working days of the meeting. It is recognised that there may be circumstances where the timescales above are not able to be followed. However such circumstances will be kept to a minimum. Agenda items should be clear and wherever possible a short explanatory note for each item shall accompany the agenda.

Where matters of strategic importance or of an urgent matter (such as a dispute) are to be considered an emergency meeting can be called by either party. The arrangements of which will be agreed between the University and the Union sides.

The Terms of Reference contained here do not stop either the University management representatives nor the trade union representative from one particular trade union to hold bi-lateral meetings in order to discuss issues that concern one particular group of staff. However, it is envisaged that most all staff or staff group specific matters can be considered within the scope of the JINCC

3.2 *Chairing of JINCC meetings*

The Chair of the University side shall chair each meeting of the JINCC.

3.3 *Facility time*

The right for Trade Union representatives to take reasonable paid time away from their normal duties to attend this Committee and other associated meetings is acknowledged by the University in line with employment legislation (Trade Union and Labour Relations (Consolidation) Act 1992 (TULR(C)A 92).

3.4 *Failure to Agree*

In the rare situation that an agreement cannot be reached at the JINCC the minutes shall record that there has been a 'failure to agree' and that the Dispute Resolution Procedure is to be used. See Dispute Resolution Procedure (Section 9 of Recognition and Procedure Agreement between the University of Bolton, Unison and the University and College Union).