

UNIVERSITY OF EXETER

## **JOINT COMMITTEE FOR CONSULTATION AND NEGOTIATION**

between the University of Exeter and

Unite

Unison

the University and College Union (UCU)

### **1 Introduction**

- 1.1 The terms in this agreement mean the same as the definitions in the Recognition Agreement dated 1 August 2012.
- 1.2 This Agreement supersedes all other Agreements on joint negotiation arrangements involving all the trade unions.
- 1.3 The parties to this agreement may agree to vary any of the terms of this Agreement.

### **2 Title**

The Committee shall be known as the Joint Committee for Consultation and Negotiation (JCCN).

### **3 Purpose**

- 3.1 The purpose of the Committee is to establish and maintain effective arrangements for good employee relations, for the avoidance of any misunderstanding and for the promotion of joint participation in matters of common interest and concern, and to negotiate pay and Conditions of Employment for staff. In particular:

- 3.2 Matters for negotiation and agreement:

Changes to the agreed Conditions of Employment

Changes to the University of Exeter pay spine and grades

- 3.3 Matters for Consultation:

To have consultation with trade union representatives to enable feedback and discussion before decisions are taken concerning significant matters which directly affecting the interests of members of staff, including employment policies, procedures and practices, with a view to reaching agreement.

The University will additionally consult on the current situation, structure and probable development of employment in the undertaking, especially any threat to employment, and on changes in work organisation or contractual relations, including redundancies and transfers.

- 3.4 Individual cases shall be dealt with through the established procedures and shall be considered by the Committee only when there are matters of general principle raised by them which need to be negotiated.

### **4 Information**

The University undertakes to supply the unions and their Regional Officers/Officials with the necessary information for them to carry out effective consultation and negotiation. This shall include the University's employment policies and procedures and proposed amendments and additions, and information on recent and probable developments of the University and its economic situation.

### **5 Membership**

- 5.1 A lay member of Council acceptable to both sides shall be appointed as the non-voting Chair.
- 5.2 There shall be representatives of both the University and each of the recognised unions.

- 5.3 The membership of the University side shall consist of up to 5 representatives of the management of the University, who will be members of the Vice-Chancellor's Executive Group or the Professional Services Management Group and would normally include the Vice-Chancellor, the Registrar and Deputy Chief Executive and the Director of Human Resources (or designates).
- 5.4 The membership of the trade side union shall consist of up to three representatives of each of the trade unions who shall be members of staff and elected as trade union representatives in accordance with the Recognition Agreement between the University and recognised trade unions.
- 5.5 All parties shall confirm the names of their representatives on an annual basis and inform each other immediately of any changes in the interim period.
- 5.6 Named representatives shall make every effort to attend each meeting but substitution will be permitted where it cannot be avoided.
- 5.7 Advisers to all parties who are not members of the Committee may attend and participate (including speaking) in meetings.
- 5.8 Meetings shall be quorate if three representatives of the University and at least one representative from each of the three trade unions are present.

## 6 Meetings and Administration

- 6.1 There shall be an agreed timetable of meetings of the Committee, with a minimum of 3 meetings a year.
- 6.2 Meetings may be adjourned by agreement for not longer than ten working days. During a meeting either side may withdraw to consult separately.
- 6.3 Special meetings may be called by the nominated person of a trade union or the University. To call a special meeting, the nominated person must write to the Secretary to the Committee requesting a meeting and detailing the purpose of the meeting. The written request should be copied to the other nominated persons. The nominated persons are the Branch Secretary of each trade union and, for the University, the Director of Human Resources. Special meetings must be convened within twenty working days, unless the party requesting the meeting agrees otherwise.
- 6.4 The University will appoint a Secretary to the Committee.
- 6.5 The role of the Secretary is to convene meetings, prepare agenda and take and circulate minutes. The Branch Secretary of each trade union should notify the Secretary of items for discussion, in writing, no later than six working days before each meeting.
- 6.6 The agenda shall normally be issued five working days before each meeting.
- 6.7 The Agenda shall provide for any other business of an urgent nature, which could not have been notified to the Secretary for inclusion on the agenda under paragraph 6.5, to be discussed.
- 6.8 On each item negotiated upon, the minutes shall either record an agreement by both sides (including the date when the agreement will take effect) or a failure to agree, including any recommendations for the resolution of such disagreement.
- 6.9 The minutes of all meetings shall be agreed by all parties or a note recording disagreement shall be included. The Secretary will circulate draft minutes to the Branch Secretary of each trade union for comment/amendment normally within 5 working days after the date of the meeting. The Branch Secretaries will respond with any comments or requested amendments normally within 5 working days after the date of the meeting.
- 6.10 Minutes shall be subject to the agreement of the Committee at the next meeting of the Committee and will be signed by the Chair of the meeting at which they are agreed.
- 6.11 The minutes of the Committee will be reported to the Council of the University for information.

6.12 The parties accept that outside of formal meetings of the Committee, the parties will from time to time engage in discussions regarding (inter alia) changes to Conditions of Employment and changes to working arrangements on the understanding that formal ratification of a change to Conditions of Employment requires the formal approval of the Committee.

## 7 Decisions of the Committee

7.1 Minor amendments to Conditions of Employment may be agreed by the parties in writing without a formal meeting of the Committee. Such agreements will be reported to the next meeting of the Committee. If agreement cannot be reached, the matter shall be considered by a meeting of the Committee. Major changes to Conditions of Employment shall be dealt with by a meeting of the Committee.

7.2 The normal expectation is that members of both sides will have the ability to make commitments on behalf of the party they represent, but it is recognised that there may be occasions when the parties may need to consult further with their respective stakeholders before agreement is confirmed. Where this is the case, the parties should advise the Committee of this fact. Consequently, there are two forms of agreement that can be reached within the Committee:

7.2.1. Agreements where all parties are sufficiently mandated and authorised to reach a binding agreement without recourse to their respective stakeholder

7.2.2. Where the parties are insufficiently mandated and/or not authorised, agreements reached within the Committee shall take the form of a proposal to be ratified by all relevant stakeholders. Where such a proposal is ratified by all stakeholders, that proposal will become a binding agreement.

7.3 Where one or more of the unions cannot agree to a proposal there shall be no agreement through the Committee.

7.4 Agreements reached within the Committee, by either of the routes outlined in paragraph 7.2 above, may, where the issue is contractual, take the form of a collective agreements for the purposes of changing individual contracts of employment.

## 8 Sub-Committees

8.1 There shall be a sub-committee of the JCCN for each recognised trade union. The frequency and dates of meetings will be agreed by each sub-committee. The purpose of each sub-committee will be to consult on issues which are of direct relevance only to staff represented by that trade union. Minutes of each sub-committee will be reported to the JCCN for information. Issues of negotiation which require agreement (under paragraph 3.2) will be reported to the JCCN for agreement. Membership will be agreed by each sub-committee. Unless otherwise agreed, the chair will rotate between meetings. The provisions of paragraphs 6.4 to 6.10 regarding administration of meetings will apply to sub-committees.

8.2 The parties may also agree to establish ad hoc sub-committees of the JCCN, with representation of all three trade unions, for report to and (where necessary) approval by the JCCN. The membership and administration arrangements of paragraph 8.1 will apply.

Signed on behalf of:

Trade union	Name of representative	Signature	Date
Unison	Andy Holcombe		August 2012
Unite	Brett Crane		August 2012
University and College Union	Professor Joseph Melling		August 2012
University of Exeter	Professor Steve Smith		September 2012

Date of this agreement: 1 August 2012

Date of this version: 17 July 2012 updated following Joint Negotiating Committee meeting on 11 July 2012