

# UNIVERSITY OF EXETER

## RECOGNITION AGREEMENT

between the University of Exeter and

Unite

Unison

the University and College Union (UCU)

### 1 DEFINITION OF TERMS

In this Agreement:-

- *The University* - refers to The University of Exeter
- *Employees and Staff* refer to individuals employed by the University under a contract of employment (for the avoidance of doubt, this means staff on the University's "main" payroll and excludes individuals engaged on a claims basis)
- *Trade Unions* means the University of Exeter branches of Unison, Unite and the University and College Union
- *Parties* means the University of Exeter branches of Unison, Unite and the University and College Union and the University
- *Joint* refers to all the trade unions together
- *Negotiation* means engaging in dialogue with a view to reaching agreement
- *Consultation* means engaging in dialogue when proposals are still at a formative stage so that the University is able to taking account of the views of employee representatives before decisions are made and implemented
- *Staff in the academic job families* means staff employed in the Education and Research job family, the Education and Scholarship job family and the Research job family
- *Professional Services staff* means staff not employed in one of the academic job families.

### 2 COMMENCEMENT DATE

This Agreement commences on 1 August 2012 and supersedes all previous Agreements.

### 3 PURPOSE

The purpose of this agreement is to determine trade union recognition and representation within the University and establish a framework for consultation and negotiation

### 4. GENERAL PRINCIPLES

- 4.1 The University and the trade unions accept that the terms of this agreement are binding in honour upon them but do not constitute a legally enforceable agreement.
- 4.2 The University and the trade unions recognise their common interest and purpose in furthering the aims and objectives of the University and establishing and maintaining the ongoing business success of the University.
- 4.3 The University and the trade unions recognise their common interest and purpose in achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintain good employee relations.
- 4.4 The trade unions recognise the University's responsibility to plan, organise and manage the work of the University in order to achieve the best possible results in pursuing its overall aims and objectives.

- 4.5 The University recognises the responsibility of the trade unions to represent the interests of their members, collectively and individually, and to work for the best terms and conditions of employment for them.
- 4.6 The University and the trade unions accept the need for consultation and negotiation in securing their objectives. To this end, they acknowledge the importance of sharing relevant information on issues of common interest.
- 4.7 The University recognises the rights of employees to become and remain members of a recognised trade union in accordance with this Agreement and encourages employees to do so.
- 4.8 The University acknowledges that trade union membership and acting as a trade union representative will not prejudice an employee's employment or career prospects with the University.

## **5 TRADE UNION RECOGNITION**

- 5.1 The University of Exeter recognises the University and College Union as having sole negotiating rights for staff in the academic job families.
- 5.2 The University of Exeter recognises Unison, Unite and the University and College Union as having sole negotiating rights for Professional Services staff.

## **6 TRADE UNION REPRESENTATION**

- 6.1 The University accepts that trade union members will elect representatives in accordance with their union rules to act as their spokespersons in representing their interests for employee relations, health and safety and learning and development.
- 6.2 The trade unions undertake to inform the University of the names of all elected representatives in writing at the earliest possible opportunity of their election and to inform the University in writing of any subsequent changes, each time at the earliest possible opportunity of the change having taken place.
- 6.3 The University and the trade unions agree that only employees whose names have been notified to the University as elected representatives shall be the sole representatives of the membership of the trade unions.

## **7 TIME OFF AND FACILITIES**

The University agrees to permit time off and to provide facilities for trade union representatives to enable them to discharge their responsibilities in accordance with the Trade Union Time off and Facilities Agreement set out in Appendix 1.

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

The University and the trade unions agree to set up a Joint Committee for Consultation and Negotiation (JCCN) in accordance with the terms of reference set out in Appendix 2.

## **10 DISCIPLINE, DISMISSAL AND GRIEVANCE PROCEDURES**

- 10.1 The University recognises the role of trade unions to represent the interests of any of their members at all formal stages of the application of the following University procedures
- Grievance procedure
  - Disciplinary procedure
  - Capability/Performance procedure
  - Ill health/incapacity procedure
  - Procedure for dismissal on the expiry of a fixed-term contract
  - Redundancy procedure
  - Procedure for dismissal on other grounds

including representation by trade union officers who are not employees of the University wherever this is considered appropriate.

10.2 When formal proceedings under one of the above procedures are contemplated against a trade union representative, as notified to the University under paragraph 6.2, the Director of Human Resources or designate shall inform at least one of the following of the circumstances before any hearing: Branch Secretary, Branch Chair/President or Officer of the relevant trade union.

## 11 COLLECTIVE DISPUTE PROCEDURE

The University and the trades unions are committed to working towards agreed outcomes. If, exceptionally, these cannot be achieved, the Collective Dispute Procedure in Appendix 3 may be applied.

## 12 VARIATION AND TERMINATION

12.1 The parties to this agreement may agree to vary any of the terms of this Agreement by mutual agreement. Such amendments will be recorded in writing.

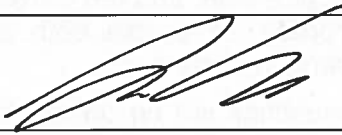

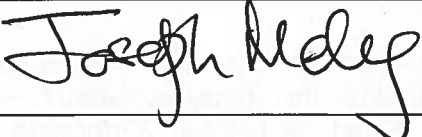
12.2 This Agreement can be terminated by any party giving 6 months notice in writing.

### Appendices

- 1 Trade Union Time off and Facilities Agreement
- 2 Joint Committee for Consultation and Negotiation (JCCN): terms of reference
- 3 Collective Dispute Procedure

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

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			

## APPENDIX 3

### COLLECTIVE DISPUTE PROCEDURE

- 1 The University and the trades unions are committed to working towards agreed outcomes. If, exceptionally, these cannot be achieved, either the University or the any of the trade unions may invoke the following procedure.
- 2 Where it appears that all scope for progress through normal consultation and negotiations has been exhausted, either the University or the Branch Secretary or Chair/President of any of the trade unions may give formal notice in writing to all parties that it is in dispute, outlining the basis for the dispute, and therefore initiating this dispute resolution procedure.
- 3 Where the dispute resolution procedure is initiated by a trade union, the formal notice should be sent to the Director of Human Resources. Where the dispute resolution procedure is initiated by the University, the formal notice should be sent to the Branch Secretary of all the trade unions.
- 4 Where the dispute resolution procedure is initiated by a single trade union, the Director of Human Resources will notify the Branch Secretary of the other trade unions. The parties will agree whether representatives of the trade unions not in dispute should be invited to attend meetings to resolve the dispute.
- 5 Following receipt of such notification the parties will agree, normally within 7 working days, on dates for at least two meetings to seek to resolve the dispute. Unless agreed otherwise, these meetings will take place within 20 working days of receipt of the notification issued under paragraph 2.
- 6 Stage 1: The collective dispute shall be referred to a meeting of Joint Committee for Consultation and Negotiation held within the due notice period unless it has arisen as a consequence of a previous meeting of the Joint Committee for Consultation and Negotiation formally recording a failure to agree. If a resolution is not reached within the Joint Committee for Consultation and Negotiation, either side may refer the matter to the procedure in stage 2 below.
- 7 Stage 2: The meeting under stage 2 shall be chaired by the a lay member of the Council of the University who is not the chair of the Joint Committee for Consultation and Negotiation. This meeting will take place as soon as practicable after the failure to reach a resolution in Stage 1. The trade union side will be represented by employee representatives and regional officers, as appropriate, and the University will be represented by senior University managers, as appropriate, to enable both parties to submit their views and reach a settlement of the issue(s) in dispute.
- 8 The focus of these meetings will be on reaching a settlement of the issue(s) in dispute. Such settlement should also seek to include recommendations on how similar disputes might be avoided in the future.
- 9 Further meetings beyond this initial period may take place where that is agreed between the parties.
- 10 If it has not been possible to resolve the dispute through this series of meetings, the parties will consider whether third-party assistance — potentially using ACAS for mediation and conciliation — would be helpful. A decision on this will be taken, normally within the following 10 working days. Any such decision must be by mutual agreement of all the parties to the dispute.
- 11 Throughout the period for dispute resolution meetings, and during any third--party assistance, 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.
- 12 At the end of each stage, the parties will agree where they are, and will agree a joint statement of the situation.
- 13 The parties to this agreement may agree to vary any of the terms of this Procedure by mutual agreement. Such amendments will be recorded in writing.