

RECOGNITION AND PROCEDURE AGREEMENT BETWEEN

YORK ST JOHN UNIVERSITY (the 'Employer') and UNISON (the 'Trade Union')

1. Definition of Terms

The Employer	York St John University
The Trade Union	UNISON
Member	Employee of the University who is a member of UNISON
Officer of the Trade Union	Full-time official employed by the National or Regional Office of UNISON appointed and accredited by the recognised Trade Union to represent its members in an agreed constituency.
Representative of the Trade Union	Local representative and employee of the University, appointed and accredited by UNISON to represent its members at the University

2. Commencement date

This agreement commences on 1 September 2012

3. Purpose and Aims

- 3.1 The purpose of this Recognition and Procedure Agreement is to clarify the formal relationship between York St John University (the 'employer') and UNISON (the 'Trade Union') in order to promote a progressive environment in which to create and maintain good employment relations between the University and its employees. It sets out the rules and procedures to be used by the Trade Union and the Employer in carrying out consultation, collective bargaining and representation in relation to the conditions of employment of support¹ staff at York St John University.
- 3.2 The existence of this procedure in no way detracts from an employee's right of access to the University management, the Employer's right to communicate directly with its employees, or the Trade Union's right to communicate with its members.
- 3.3 In signing up to this Agreement both the Trade Union and Employer recognise that it is in the joint interests of both parties to recognise each other as partners in the workplace and to create a positive climate of employment relations.
- 3.4 Both parties wish to pursue and achieve the following common objectives:
 - 3.4.1 to ensure that employment practices in the University are conducted to the highest possible standards;
 - 3.4.2 to enhance effective communication with all staff throughout the University;
 - 3.4.3 to achieve greater participation and involvement of all members of staff in the issues faced in running and developing the University

¹ In this context support refers to those staff employed on Administrative, Professional and Ancillary staff contracts.

- 3.4.4 to ensure that equality of opportunity is offered to staff or prospective staff and that members of staff are treated fairly and equitably in all matters of dispute.

4. General Principles

4.1 The Employer and Trade Union:

- 4.1.1 recognise their common interest and joint purpose in furthering the vision, strategy and aims of the University
- 4.1.2 recognise the importance of, and declare their commitment to, good employment relations
- 4.1.3 accept the need for joint consultation and collective bargaining
- 4.1.4 accept the need for both formal and informal channels of communication and problem solving
- 4.1.5 accept the need to make information available on issues affecting the staff or business of the University
- 4.1.6 recognise that it is management's responsibility to plan, organise and manage the activities of the University in order to achieve the best possible results in pursuing its overall aims and objectives
- 4.1.7 recognise that it is the Union's responsibility to represent the interests of its members and work to improve their conditions of employment
- 4.1.8 jointly recognise the need for appropriate reward and recognition systems for staff, the establishment of career structures and the encouragement of robust training and development programmes.
- 4.1.9 jointly undertake to identify and eliminate unjustified difference in the treatment of staff in procedural matters and substantive conditions of employment.
- 4.1.10 accept that this Agreement is intended to reinforce the direct and positive relationships that exist between individual employees and the University rather than replace or detract from them
- 4.1.11 commit to protect the right of employees to join trade unions
- 4.1.12 will adhere to and develop policies on equal opportunities and will maintain and foster the University's position as an equal opportunities employer.
- 4.1.13 Will adhere to and develop health and safety policies and procedures to ensure the health and wellbeing of employees

5. Recognition and Representation

- 5.1 The Employer recognises UNISON as the Trade Union with which it will consult and negotiate with in all matters related to support employees as set out in Clause 6 of this Agreement.
- 5.2 The Employer accepts that Trade Union members will elect representatives in accordance with their Union Rules to act as their spokespersons in representing their interests.
- 5.3 The Trade Union agrees to inform the Employer of the names of all elected representatives in writing within five working days of their election and to inform the Employer in writing of any subsequent changes, each time within five working days of the change having taken place. Persons whose names have been notified to the Employer shall be the sole representatives of the UNISON membership.
- 5.4 The Employer recognises that Trade Union representatives fulfil an important role and that the discharge of their duties as Trade Union representatives will in no way prejudice their career prospects or employment with York St John University.

- 5.5 Detailed provisions concerning the function of Trade Union representatives and the time off and facilities available to them are set out in the Time Off & Facilities Agreement for Recognised Trades Unions attached at Appendix 1.
- 5.6 The University will inform all new employees of this agreement and will provide facilities for them to talk to a workplace representative as part of their induction procedure. The University will supply Trade Union representatives with new starter details to enable them to contact new employees.
- 5.7 The University will undertake the check-off² of trade union subscriptions for any employee requesting this facility.

6. Matters for Negotiation and Consultation

- 6.1 For the purposes of this Agreement, consultation is the process by which University management and the Trade Union jointly examine and discuss issues of mutual interest. It involves seeking acceptable solutions to issues through a genuine exchange of views and information. Negotiation is the process of discussion between members of the University's Strategic Leadership Team and Trade Union with a view to reaching agreement and avoiding disputes. Negotiation commits both parties to reaching agreement, whereas consultation is a commitment to exchange views.
- 6.2 The Trade Union is recognised for the purposes of collective bargaining and negotiation on matters relating to the substantive terms and conditions of employment for all York St John University employees and the salary structure for the University where these matters fall within the remit of local bargaining.
- 6.3 The following matters shall be the subject of consultation:
- 6.3.1 New and substantial revision of employment policies and procedures, including equality & diversity and health & safety policies.
 - 6.3.2 Staff recruitment procedures
 - 6.3.3 New working practices, equipment and techniques
 - 6.3.4 Staff training and development
 - 6.3.5 Redundancy and redeployment
 - 6.3.6 Changes to individual pay arrangements, such as allowances
 - 6.3.7 Contracting out
 - 6.3.8 Employee benefits
 - 6.3.9 Organisational change and relocation of offices to new sites
 - 6.3.10 Legislative changes affecting employment
 - 6.3.11 Job evaluation and promotions procedures
- 6.4 The Employer is legally obliged to consult on certain matters, in particular on health and safety, business transfers and collective redundancies. In these circumstances the Employer will consult with a view to agreement.
- 6.5 Whilst consultation is a commitment to exchange views, in the spirit of good employment relations the Employer will aim to seek to reach agreement with the Trade Union, whilst recognising that this will not always be possible.

² The method of deducting trade union membership subscriptions from pay.

7. Procedures for consultation and negotiation

- 7.1 In recognition of the importance of close and co-operative relations with recognised Trades Unions a Staff Joint Consultative Committee will meet once a term to provide a forum for feedback and discussion, a conduit for information and a vehicle within which to conduct employee relations³. The overall objective of the SJCC will be for University management and recognised Trades Unions to work together and examine jointly matters of interest with a view to reaching understanding and appropriate conclusions. The Terms of Reference for the Committee are attached at Appendix 2.
- 7.2 Change Management Meetings will be scheduled on a monthly basis as a sub-group of the SJCC. The meetings will comprise the Director and Deputy Director of HR, local Trade Union representatives and will focus on issues related to organisational change. Where appropriate for business effectiveness and efficiency reasons new practices, procedures and policies will also be presented for discussion and/or consultation at the Change Management Meetings. The Director of Finance will attend the meetings as necessary to provide up-to-date financial performance information to Trade Union representatives. The minutes of the Change Management Meetings will be formally reported to the SJCC.
- 7.3 The SJCC will not preclude ongoing local discussions between Trade Union representatives and line managers and between Trade Union representatives and Human Resources. In the spirit of partnership working, to maintain good relationships and avoid unnecessary delay, in the first instance day to day issues will normally be discussed locally.

8. Collective Disputes Procedure

- 8.1 The Employer recognises the importance of the collective bargaining and negotiation process for issues relating to terms and conditions of employment and pay where they fall within the remit of local bargaining (section 6.2). The following procedure will apply to resolve disputes where joint agreement has not been possible during earlier discussions.
- 8.2 This Procedure shall not be used in respect of matters which are deemed to be for consultation under section 6.3 of this Agreement. Matters covered under the individual staff Grievance Procedure shall also be out with the scope of this Procedure
- 8.3 Notification of the intention to refer an issue under the Collective Disputes Procedure shall be given in writing clearly setting out the detail of the dispute.
- 8.4 The purpose of this Procedure is to resolve dispute. Informal processes are not precluded during any of the formal stages of the Procedure. These may include consultation between the University Strategic Leadership Team and Officers of the Trade Union.
- 8.5 While certain matters will need to be discussed collectively as they will be pertinent to both recognised Trade Unions at the University, it is expected that other matters will need to be decided directly between the appropriate recognised Trade Union and the Employer.
- 8.6 Where a Collective Dispute arises the 'status quo' shall prevail until procedures have been exhausted. The trade union(s) concerned will take no disruptive or industrial action and the management side will impose no sanction whilst this Procedure is being operated.

³ Attended by representatives from both recognised Trades Unions at York St John University – UCU and UNISON

PROCEDURE

- 8.7 Stage 1: The dispute will be referred to a meeting between the Director of Human Resources, a Pro Vice Chancellor and representatives of the Trade Union in dispute, which may include a Full-time Officer. It will meet as soon as practicable and normally within ten working days of the notification being received.

The parties may be accompanied by colleagues who have a specific interest in the issues under negotiation to a maximum of four Employer representatives and 4 Trade Union representatives in order to affect efficiency and speedy resolution of agenda items.

- 8.8 Stage 2: In the event of failure to resolve the matter under Stage 1, the matter shall be referred to a specially convened hearing before the Vice Chancellor and the Deputy Vice Chancellor. The meeting will be arranged as soon as possible and normally within ten working days of the exhaustion of Stage One. The management case will be stated by the Director of Human Resources.

- 8.9 It is hoped that all disputes will be capable of resolution by implementation of the procedures outline above. In the event of failure to achieve agreement however and where both parties agree to do so, the matter may be referred to ACAS. Internal options must be exhausted before this step is taken. The findings of ACAS will be binding on both parties.

- 8.10 The Vice Chancellor or the Director of Human Resources will inform the Chair of the Board of Governors should a Collective dispute not be resolved at Stage 2.

9. Variation and termination of this Agreement

- 9.1 Variations or changes to this Agreement, including the Collective Dispute Procedure, can only be made with the consent of both parties.
- 9.2 Either the Trade Union or Employer may terminate this Agreement by giving six months' notice in writing to the other party to the Agreement.
- 9.3 In accordance with the provisions of the Trade Union and Labour Relations (Consolidation) Act 1992, although this Agreement is not legally enforceable it is binding in honour.

Signatures

Job Title: Director of Human Resources
Representative of York St John University

Date: 21 August 2012

Name:
Representative of UNISON

Date: _____

YORK ST JOHN UNIVERSITY

TIME OFF & FACILITIES AGREEMENT FOR RECOGNISED TRADE UNIONS

This agreement is made between:

**York St John University
Lord Mayor's Walk
York
YO31 7EX**

And the recognised trade unions at York St John University, UNISON and the University and College Union (UCU)

1 Definition of Terms

In this agreement:-

University refers to York St John University

Trade Unions refers to UNISON and UCU

Staff refers to employees of the University

2 Commencement Date

This agreement commences on *(date)*

3 Introduction

This document has been developed and agreed between York St John University and recognised Trade Unions in the belief that effective collective bargaining, negotiation, consultation and communication can be best achieved by contact at local level between recognised officials and accredited representatives of Trade Unions and management.

The University and Trade Unions recognise that it is vital to good employee relations for the staff community to be properly represented by the trade union.

This Agreement should be read in conjunction with the Interpretation Guidelines that have been drawn up and agreed between the University and Trade Unions. Separate Guidelines apply to UCU and UNISON.

4 University Commitment to Trade Union Membership

The University recognises that representative Trade Unions are an effective means of achieving a climate of constructive and positive employment relations. As part of this commitment the University will make new staff aware of the recognised Trade Unions as part of the normal induction process. The University will also make new staff aware of the names and contact details of elected branch officers of the recognised Trade Unions.

The Trade Unions will also have the opportunity of contributing to the general University induction processes for new staff.

5 Representation

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

The Trade Union agrees to inform the University in writing of the names of all elected representatives at the earliest opportunity and to notify the University of any subsequent changes.

6 The Function of Representatives and Officials

The University and Trade Union recognise that the function of representatives and officials are important duties which are in addition to their duties as employees of the University. Their main functions and responsibilities are as follows:

- To represent trade union members across a ranges of issues (see below)
- To communicate, as appropriate, with members, management and other Trade Unions.
- To represent the trade union in formal Joint Consultative Committee discussions or other formal meetings, as required, and in informal meetings / discussions.
- To seek to ensure that local and national agreements are adhered to.

7 Time Off for Trade Union Representation - the Legal Framework

The Trade Union and Labour Relations (Consolidation) Act 1992 makes provision for employees to be given paid time off for trade union duties and activities as follows:

- i) Employees who are officials of an independent trade union recognised by their employer are to be permitted reasonable time off during working hours to carry out certain trade union duties.
- ii) An official is an employee who has been elected or appointed in accordance with the rules of the union to be a representative of all or some of the union's members in the particular company or workplace.
- iii) Officials are entitled to paid time off where duties are concerned with⁴:
 - Negotiations with the employer about matters which fall within section 178(2) of the Trade Unions and Labour Relations (Consolidation) Act 1992 (TULR(C)A) and for which the trade union is recognised for the purposes of collective bargaining for the employer; or
 - Any other functions on behalf of employees of the employer which are related to matters falling within section 178 (2) of TULR(C)A and which the employer has agreed the union may perform.

The University and Trade Unions agree to the principles as set out in the ACAS Code of Practice "Time off for Trade Union Duties and Activities" to enable accredited representatives and learning representatives to:

- Carry out their duties concerned with employment relations between the University and its staff.

⁴ S168(1) TULR(C) Act 1992

- Engage in training which is relevant to their duties in employment relations matters and is approved by the TUC or independent trade union or agreed by management and staff side to be in accordance with the required trade union role.

8 Time off For Trade Union Duties

This agreement establishes formal arrangements for supporting trade union duties and activities in accordance with the legislative framework and also local University requirements. It is recognised that it is not possible to be prescriptive about all duties and the time required carrying them out. It is agreed that requests for time off will not be unreasonably refused.

Further to Section 7, accredited representatives will be permitted reasonable paid time off during working hours to carry out duties that are concerned with consultation, negotiation (where appropriate) and representation of individual members, including⁵:

- Terms and conditions of employment including the physical conditions within which workers are required to work. Examples could include:
 - Pay
 - Hours of work
 - Holidays and holiday pay
 - Sick pay arrangements
 - Learning and development needs
 - Equality and diversity issues
 - Working environment
 - Health and safety
- Engagement or non-engagement, or termination or suspension of employment or the duties of employment. Examples could include:
 - Recruitment and selection policies
 - Human resource planning
 - Redundancy and dismissal arrangements
- Allocation of work or the duties of employment as between employees or a group of employees. Examples could include:
 - Job grading
 - Job evaluation
 - Job descriptions
 - Work planning models
 - Flexible working practices
 - Family friendly policies
- Time to accompany workers in disciplinary, performance and grievance matters including:
 - Disciplinary investigations, hearings⁶ and appeals
 - Grievance hearings and appeals at all levels
 - Formal Capability review meetings
- Trade Union membership or non-membership. Examples could include:
 - Representational arrangements
 - Trade union involvement in the induction of new staff

⁵ S178 (2) TULR(C) Act 1992

⁶ Representatives are entitled to accompany an employee at a disciplinary or grievance hearing provided they are confirmed by their Trade Union as being capable of acting as an employee's companion.

- Issues relating to the University's arrangements for ensuring equality and diversity in the workplace including:
 - Development of equality schemes
 - Review and development of Equality related policies and procedures
 - Monitoring of progress towards equality targets and objectives
 - Dignity at Work investigations
- Issues relating to facilities for the officials of Trade Unions. Examples could include:
 - Accommodation
 - Equipment
- Arrangements for the negotiation or consultation and other procedures. Examples could include arrangements for:
 - Collective bargaining
 - Grievance procedures
 - Joint consultation
 - Communicating with members
 - Communicating with other union officials also concerned with collective bargaining with the employer

9 Time off for Trade Union Activities

To ensure that workplace meetings are representative, paid time off for trade union representatives and members may be considered in the following circumstances:

- attending workplace meetings to discuss and vote on the outcome of negotiations
- meeting full time officials to discuss issues relevant to the workplace
- conducting Union elections

The University and the Trade Unions also recognise that it is in the interests of the effective and democratic operation of the Unions that representatives or officials participate in other activities of the Trade Union. Reasonable time off during working hours may be granted for these purposes which may include:

- Participation, as a representative, in meetings of official policy making and consultative bodies of the Trade Unions such as annual conferences or regional meetings.
- Representing the Unions on external bodies such as committees or working parties within the official Trade Union structure.
- Holding office on official bodies of the Trade Union.
- The Union will notify the University at the beginning of each year of the anticipated calendar of such events wherever possible and the likely number of representatives who will be required to attend.

There is no right to time off for trade union activities which themselves consist of industrial action

10 Time off for Health and Safety Representatives

The trade union is responsible for the appointment of health and safety representatives. In accordance with Regulation 4 of the Safety Representatives and Safety Committee Regulations 1977, the University has a duty to permit safety representatives such time off with pay as shall be necessary for the purposes of

- Performing their functions under health and safety legislation⁷

⁷ S 2(4) Health & Safety at Work Act and paragraph 1a to h of the Safety Representatives and Safety Committees Regulations 1977.

- Undergoing such training as is reasonable in all the circumstances
- Attending Health and Safety meetings, including Health & Safety Committee where appropriate.

11 Time off for Trade Union Learning Representatives

Trade Union Learning representatives are accredited by their unions to support organisations in identifying training needs and ensuring staff access to training. Learning representatives have the right to reasonable paid time off for the purposes of:

- Performing their functions; and
- Undergoing such training as is reasonable

To qualify for paid time off the member must be sufficiently trained to carry out duties as a learning representative. To satisfy this training requirement an employee will need to be able to demonstrate to their trade union that they have received sufficient training to enable them to operate competently in one or more of the following areas relevant to their duties as a Union Learning Representative:

- Analysing learning or training needs;
- providing information and advice about learning or training matters;
- arranging and supporting learning and training;
- promoting the value of learning and training;

Examples of such activities are provided in the ACAS Code of Practice 'Time off for Trade Union Duties & Activities'. An employee could demonstrate that they have received sufficient training to enable them to operate competently in one or more of these areas of activity by completing a training course approved by the TUC or by the independent trade union of which the employee is a Union Learning Representative, or by showing that they have previously gained the relevant expertise and experience to operate effectively as a learning representative.

12 Special Arrangements for Time Off

In the case of employees who work out of normal hours the University will allow reasonable time off for trade union duties and activities and will normally make suitable arrangements when the duties and activities fall outside their on-duty hours.

Where representatives attend meetings called by management, management will try to ensure that the meetings take place while the appropriate representatives are on duty, either by adjusting dates of meetings or amending working hours where possible by agreement with the individual concerned.

Where representatives attend meetings called by management which occur in their off-duty time, they will receive time off in lieu of the additional hours spent. Where this is not possible, the individual will receive payment for the hours spent at plain time rates.

13 Training

Reasonable time with pay will be granted to Representatives to attend training courses approved by the TUC or Trade Union (see also sections 10 and 11 above). The University supports the need for newly appointed trade union officials to be granted reasonable time off for initial training in basic representational skills as soon as possible after his or her appointment. Following this further reasonable time will be considered:

- for further training, particularly where the official has special responsibilities
- to deal with changes in the structure or topics of negotiation, or where significant changes in the organisation of work are contemplated

- where legislative changes affect the conduct of employee relations.

The Trade Unions must give adequate advance notice (at least three weeks) of course dates in writing to relevant line manager/s and co-operate in making arrangements to cover jobs during the absence of Representatives on courses. Details of the course should be provided, upon request.

Part-time employees who are required to attend recognised training courses as detailed above will receive time off in lieu of additional hours spent.

14 Procedures for time off

The amount and frequency of time off should be reasonable in all the circumstances. Trade Unions should be aware of the wide variety of difficulties and operational requirements to be taken into account when seeking or agreeing arrangements for time off, for example, the size of the work team, the need to maintain a service, and the need for safety and security at all times.

The University in turn will have in mind the difficulties for trade union representatives and members in ensuring effective representation and communications with, for example, shift workers, part-time employees, employees with particular domestic commitments, including those on leave for reasons of maternity, paternity or care responsibilities, employees with special needs such as disabilities or language requirements.

Before taking time off, the accredited representatives must obtain the permission of their line manager, informing them of the general purpose of the time off, the intended location, the expected timing and duration of time off required.

Trade Union representatives should minimise organisational disruption by being prepared to be as flexible as possible in seeking time off in circumstances where the immediate or unexpected needs of the department, Faculty or University make it difficult for colleagues or line managers to provide cover for them in their absence. Equally employers should recognise the mutual obligation to allow Trade Union representatives to undertake their duties.

The University will ensure that management at all levels are familiar with agreements and arrangements relating to this agreement.

15 Trade Union Facilities

The University agrees to provide reasonable facilities to the Trade Union representatives to enable them to discharge their duties including:

- provision of secure office space;
- a notice board;
- access to confidential telephone;
- Use of internal mail and email;
- reasonable use of equipment such as telephones, photocopiers, PCs and paper;
- Reasonable accommodation for meetings and trade union education etc.

16 No Detriment

Individuals will not be discriminated against during the course of their employment for membership of a trade union or activities as a union representative.

17 Disputes

The University and the Trade Union agree to make every effort to resolve disputes in relation to time off for trade union duties and activities.

Where permission to take time off is withheld, an explanation for the reason(s) will be given by the appropriate representative of management.

If the Trade Union is dissatisfied with the decision, the matter may be referred to Director of Human Resources.

If the situation cannot be resolved informally, the usual University Grievance Procedure should be invoked at an appropriate stage.

18 Amendment or Termination of this Agreement

Any party may submit proposals in order to amend this agreement. Such proposals will be in writing to the parties concerned will be the subject of joint discussions. All parties agree to review this Agreement annually.

This agreement may be terminated by either of the parties submitting 3 months notice of termination, in writing, to the other parties.