

Recognition and Procedure Agreement between Cardiff University, Unison, Unite and the University and College Union (UCU)

1. Introduction

- 1.1 Cardiff University recognises voluntarily for purposes of collective bargaining the following Trade Unions as having bargaining rights in respect of employees of the University on the following career paths;

Unions	Career paths
UCU	Academic Staff (Teaching & Research, Teaching & Scholarship, Research)
UCU, UNITE and UNISON	Managerial, Professional and Specialist Staff
UNITE & UNISON	Administrative Support Staff
	Technical Services
	Operational Services
UCU for Clinical academics	Clinical

The list of career paths is accurate at the date of the agreement and will be updated should any Career Pathway be created or changed.

- 1.2 Pay arrangements for Senior Staff (staff on spinal point 51 and above) are excluded from recognition. The standard terms and conditions of this group are those relating to the Teaching and Research, Teaching and Scholarship, Research and MPSS career pathways and are thereby covered by this recognition agreement. The University will review this paragraph with the recognised trade unions in the event that the JNCHES structures are no longer applicable.
- 1.3 The University and Trade Unions accept that for specific historical reasons relating to merger in 2004 and the implementation of the national Framework Agreement in 2006, there are overlapping spheres of influence in recognition and that to avoid conflict and ensure effective collective bargaining future consultation and negotiation will be undertaken collectively with all three recognised Trade Unions.
- 1.4 The University and Trade Unions accept that clinical academics in the Schools of Medicine and Dentistry have terms and conditions negotiated at national level by the Department of Health and the British Medical Association (BMA) or British dental Association (BDA). These associations are not recognised by the University.
- 1.5 All parties have a shared commitment to the sustainability and success of the University. The University and the Trade Unions recognise and respect the fact that they have distinct and legitimate roles.

- 1.6 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.
- 1.7 As part of this Agreement all parties commit to working together in accordance with the University's values of dignity, courtesy and respect 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 Cardiff University and its staff.
- 1.8 Both the University and Trade Union colleagues are committed to co-operation and to preventing the unnecessary escalation of issues where ever 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. Only those issues which require formal collective agreement or which cannot be resolved informally will be reserved to be addressed at formal meetings of the Joint Consultative and Negotiating Forum.
- 1.9 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 duty.

2. General Principles

- 2.1 The Trade Unions recognise the University's right 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 University's Council.
- 2.2 Both parties recognise their common interest and joint purpose in furthering the aims and objectives of the organisation and in achieving responsible and sustainable solutions in all matters of concern to them.
- 2.3 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:
 - To build a world-leading University, that can operate successfully in the local regional, national and global contexts;
 - To develop and promote a shared understanding of the challenges faced by the University and ensure it is in the strongest position;
 - To ensure that employment practices in the University are conducted in line with good practice and current employment law;
 - To ensure all employees have the opportunity to contribute to the University's success whilst enjoying good careers;

- To encourage communication within the University, and understanding of the University's vision as well as the barriers and challenges to its aspirations
 - To ensure greater transparency and participation as part of a collaborative approach to problem-solving;
 - To make changes to policies, procedures and practices as necessary that maintain quality levels, efficiency and effectiveness;
 - To promote an inclusive culture in which all relations between members of the University community are based on the values of dignity, courtesy and respect
 - To 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
 - To ensure fair and equitable treatment of all staff including in matters of dispute
 - To build a relationship of Trust between the University, its employees and Trade Union Representatives;
- 2.4 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 effective consultation. 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 statutory requirements and will consult on prospective redundancies, TUPE transfers and matters of Health and Safety (through the Health Safety and Environment Committee) and policies including Discipline and Grievance, Sickness, Equality and Diversity and Professional Development.

The University will also consult as necessary regarding occupational pension schemes, other than those where such consultation is taken nationally.

All parties are committed to the exchange of views, with the opportunity to influence decisions and their application before the final form. All discussions will be undertaken with a view to ensuring that staff are allowed to provide feedback on matters that affect them directly.

Matters negotiated nationally will not be the subject of local discussion except in so far as questions of local application over which the University has discretion may arise.

- 3.3 **Negotiation** – The University will negotiate with a view to reaching agreement with the recognised Trade Unions with regards to all existing collective agreements, pay (including grading), hours of work and holidays, where these are not subject to national bargaining. To negotiate is to try and reach agreement by discussion.

Matters negotiated nationally will not be the subject of local discussion except in so far as questions of local application 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 their members on individual matters.
- 3.5 The University recognises the rights of the recognised Trade Unions to declare a trade dispute having followed due process.
- 3.6 This Agreement does not impact on the national recognition rights of the Trade Unions involved.

4. Trade Union Representatives

- 4.1 The Agreement between the University and the Trade Unions regarding facilities and time off for Trade Union activities is set out in the Time off and Facilities Agreement.

5. Consultation and Negotiation Arrangements and Bodies

5.1 The Joint Consultative and Negotiating Forum

- 5.1.1 A Joint Consultative and Negotiating Forum (JCNF), at which the University and all three Trade Unions are represented, will meet at least three times a year.
- 5.1.2 The JCNF will discuss matters in relation to which collective agreement is required and relevant collective matters which have not been resolved through informal means.
- 5.1.3 The JCNF will also consider the final proposal for new policies, after general staff consultation and will follow the procedure set out in Appendix 1.
- 5.1.4 Collective consultation on proposed potential redundancies will be held in accordance with procedures to be agreed. Where appropriate, concerns about the consultation process can be set out in union submissions to Council or Redundancy Committee. Redundancy consultation meetings are additional to JCNF meetings. .

- 5.1.5 Additional meetings may be convened at the request of either side. The Joint Chairs will ensure the dates of additional JCNF meetings are set within 10 working days and the additional JCNF meetings are normally convened within 20 working days of such a request. Scheduling of such meetings may be delayed to ensure that the necessary quorum can be met and that representatives from each of the three unions and the University can be in attendance.
- 5.1.6 The University will be represented by six delegates as determined by the Vice Chancellor and will include at least one academic representative. . The local Trade Union associations will be represented by up to three delegates each.
- 5.1.7 A quorum will consist of three members from each side. On the Trade Unions side there must be at least one from each Trade Union present.
- 5.1.8 Each side will have the right to be accompanied by up to three advisers including UK or Wales National Officers and paid officials. Normally advance notice of 5 working days should be given of the involvement of professional advisers.
- 5.1.9 Joint chairs shall be appointed, one by the University and one by the Trade Unions. The University will provide secretarial services to the Forum but the Trades Unions may be accompanied by a note taker of their choice.
- 5.1.10 Each side will inform the other in writing (including email or other form acceptable to both sides) of items for discussion normally 10 working days before the meeting of the JCNF. The agenda will normally be agreed by the Joint Chairs. Papers will be circulated 5 working days in advance of the meeting.
- 5.1.11 The outcome of each JCNF will be recorded in an agreed minute. The minutes will be agreed by the University Chair and the Trade Union Chair, normally within 10 working days of receipt of draft minutes and 15 working days of the meeting.
- 5.1.12 The intention of both sides in the JCNF will be to reach agreement on issues directly relating to matters for negotiation.

5.2 Disputes resolution

- 5.2.1 In the event that the JCNF records a failure to reach an agreement acceptable to all Unions and the University on a negotiating matter, the matter will be referred to a Joint Negotiating Committee (JNC) if one or more of the Trade Unions or the University invoke the disputes resolution procedure within 10 working days of the failure to agree. The intention of all sides in the JCNF is, wherever possible, to reach agreement on issues directly associated with conditions of service.
- 5.2.2 The disputes resolution procedure is invoked by writing to the Vice Chancellor setting out the matter in dispute and the date of the JCNF at which the failure to agree arose.

- 5.2.3 In normal circumstances the JNC date will be set within 10 working days and the meeting held within 20 working days.
- 5.2.4 The JNC will consist of up to 6 members of the University, at least three of whom shall be lay members of Council and 6 representatives from the Trade Unions. The Trade Unions' representation will be varied depending on the issue at hand.
- 5.2.5 The University and each of the Trades Unions will have the right to be accompanied by a professional adviser. Normally 2 working days' notice of the intended attendance of advisers, including national officers and paid officials of any Trade Union will be given to the joint secretariat.
- 5.2.6 The University and the Trade Unions will each appoint a Chair and a Secretary. The JNC will be serviced by a joint secretariat.
- 5.2.7 Papers will be prepared by each side normally 5 working days in advance of the meeting setting out the specific issue in need of resolution and provided to the joint secretariat for circulation in advance to all members of the JNC.
- 5.2.8 The matter will be discussed within the JNC. Where a way forward is proposed it may be accepted, following an adjournment if necessary to allow each side to confer. The Trade Unions side will make such democratic arrangements as necessary to determine between them whether the way forward is acceptable. Any agreement reached in the JNC will be binding on the University and the Trade Unions.
- 5.2.9 In the event of a failure to agree at the JNC, the matter may be referred to ACAS for conciliation and/or arbitration if mutually agreed by both sides.
- 5.2.10 Neither the Trade Unions, individually or severally, nor the University will institute any form of industrial action or alter the status quo in relation to matters covered by this Agreement until the disputes resolution procedure has been exhausted by either side. Exceptions to this will be:
- (a) Industrial action arising directly or indirectly as a consequence of UK or Wales National Trade Union Policy of the respective Union.
 - (b) Actions necessitated by legislation.
 - (c) Unreasonable delay by the other side in convening meetings to discuss time-sensitive issues.

6. Variation, Duration and Termination of this Agreement

- 6.1 This Agreement in which the University voluntarily recognises the three Trade Unions will be reviewed jointly twelve months from the date of implementation. This and any successor agreement will recognise the legal and practical issues surrounding the spheres of influence of the Trade Unions and of the University's legitimate need to consult with all relevant staff representatives.

- 6.2 Variations or changes to this Agreement can only be made by mutual agreement between the recognised Trade Union Representatives and the University Representatives.
- 6.3 This Agreement will be subject to termination by one Trade Union giving to CU (or vice versa) three months' notice in writing to that effect. The Agreement between CU and other Trade Unions will remain.
- 6.4 This Agreement will operate from the date of all parties signing Section 7 of this Agreement.

7.0 Signature of the parties to this Agreement

Signed: ET TREANOR
Date: 16 October 2013
Name: ET TREANOR
(For the University)

Signed: [Signature]
Date: 14 Oct 2013
Name: Todd M. Bailey
(For UCU)

Signed: [Signature]
Date: 14 / 10 / 13
Name: ROD K LEACH
(For Unite)

Signed: [Signature]
Date: 14 OCTOBER 2013
Name: CAROL MERRYMAN REES
(For Unison)

Date of Commencement of this Agreement: 14 October 2013

Appendix 1

Procedure for consultation on development and review of policies

- 1 The University is committed to involving managers, staff and Trade Unions in the development of new or revised employment related policy and procedures. This approach provides for extensive discussion and exploration of issues and the development of effective and resilient policy with a cultural fit to the University.¹
- 2 The draft outputs of the policy development process are subject to wider consultation, before being considered by the JCNF.
- 3 If there is a failure to reach agreement on the policy in the JCNF, the University or the Trade Union(s) have the right to invoke the disputes resolution procedure and convene a JNC, following the procedure set out in 5.2. If there is a failure to reach agreement on the policy in the JCNF and the Trade Unions do not invoke the disputes resolution procedure, the University has the right to impose the policy.
- 4 If there is a failure to reach agreement at the JNC, the University will impose the policy.

¹ The employment policy development process is set out in the guidelines for development of HR policies, as amended from time to time.