

Partnership and Recognition Agreement for Loughborough University and its campus trade unions - UCU, UNISON and UNITE

1. Definition of Terms in this agreement

The University refers to Loughborough University

The Union/Unions refers to the trade unions recognised by the University,
that is: UCU, UNISON and Unite

Staff refers to all employees of the University

The Parties refers to Loughborough University, UCU, UNISON and Unite

Union representative refers to an employee who has been elected or
appointed in accordance with the rules of the
independent union to be a representative of all
or some of the union's members in the
University for collective bargaining purposes

Union learning representative refers to an employee who is a member of an
independent trade union recognised by the
University and who has been elected or appointed
in accordance with the rules of the union to be a
learning representative of the union at the
workplace

Union member refers to an employee who is a member of a trade union recognised
by the University

Council refers to the Council of Loughborough University

ARSNC refers to the Academic and Related Staff Negotiating Sub-committee of
the Human Resources Committee

TSNS refers to the Technical Staff Negotiating Sub- committee of the Human
Resources Committee

CMSC refers to the Clerical and Manual Staff Consultative Sub-committee of the
Human Resources Committee

JNCC refers to the Joint Negotiation and Consultation Committee; a common interest
group, comprising the representatives of the
recognised trades unions and University
management which provides a forum for
consultation, collective bargaining and negotiation
on matters of employment at the University. The
JNCC shall be a Sub-committee of the Human
Resources Committee. Matters which are
inappropriate for joint negotiation shall be referred
to the relevant separate negotiating Sub-
committee.

Principals refers to the Loughborough University branches of Unison, Unite and the
University and College Union and Council (UCU);
and Loughborough University

Sides refers to the members of the JNCC nominated by the principals;

Collective bargaining “means negotiations relating to or connected with policies or procedures concerning

one or more of (a) terms and conditions of employment, or the physical conditions in which any workers are required to work; (b) engagement or non-engagement, or termination or suspension of employment; or the duties of employment, of one or more workers; (c) allocation of work or the duties of employment as between workers or groups of workers; (d) matters of discipline; (e) a worker’s membership or non-membership of a trade union; (f) facilities for officials of trade unions; and (g) machinery for negotiation or consultation, and other procedures, relating to any of the above matters, including the recognition by employers or employers’ associations of the right of a trade union to represent workers in such negotiation or consultation or in the carrying out of such procedures.”

Negotiation refers to the process by which collective bargaining is undertaken and where the employer and the trade unions seek to reach agreement on issues such as terms and conditions of employment

Consultation refers to the process by which management and trade unions jointly examine and discuss issues of mutual concern. It involves the employer actively seeking and then taking account of the trade unions’ views before making a decision. Meaningful consultation depends upon those being consulted having adequate information and time to consider it. Consultation should always be undertaken with a view to reaching agreement.

Staff in the academic and academic-related job families refers to staff employed in the Research, Teaching and Enterprise job family, Specialist and Supporting Academic job family; and Management and Specialist job family as well as staff employed at grade 6 in the Technical Services job family;

Support staff refers to staff employed in the Administrative Services job family, Operational Services job family and Technical Services job family (excluding technical staff at grade 6);

2. Introduction

Loughborough University wishes to continue working in partnership with all of its campus trade unions. This agreement seeks to establish a formal policy and procedure on Trade Union duties and activities in accordance with the legislative framework and includes details of recognition and facilities time.

The University and the Unions support the system of collective bargaining and the principle of solving employee relations issues by discussion and agreement, and all

parties recognise the value to good employee relations of staff being properly represented by one of the recognised unions. There is joint commitment to organisational success, the sharing of information, the balancing of flexibility and security, openness and transparency, and improving the quality of working life. There is also a recognition of and respect for the legitimate roles of the employer and the trade unions.

The University acknowledges that trade union representatives need reasonable time to undertake duties associated with their trade union work.

The *Trade Union and Labour Relations (Consolidation) Act 1992* gives Trade Union officials/officers a statutory right to reasonable paid time off to carry out certain trade union duties and the *Employment Act 2002* makes provision for time off for Union Learning Representatives. The *ACAS Code of Practice on Time Off for Trade Union Duties and Activities* specifies guidance on implementing the legislation and provides a minimum provision. The University will seek to ensure that best practice is achieved through the bargaining mechanisms agreed to.

The parties recognise their rights and responsibilities under this legislation and the following seeks to provide clarification for application at Loughborough University.

The existence of this agreement in no way detracts from an employee's right of access to University management or the University's right to communicate directly with its employees or the recognised unions' right to communicate with their members.

3. Principles for Effective Joint Working

To deliver partnership working successfully it is important to develop good formal and informal working relations that build trust and share responsibility, whilst respecting difference. To facilitate this, all parties commit to adopt the following principles in their dealings with each other:

- building trust and mutual respect for each other's roles and responsibilities
- openness, honesty and transparency in communications
- commitment to work with, and learn from, each other
- a positive and constructive approach
- early discussion of emerging issues
- maintaining dialogue on policy and priorities
- commitment to ensuring high quality outcomes
- where appropriate, confidentiality to be maintained
- making every effort to resolve appropriate issues through informal means, as near to the point of origin as possible, before formal mechanisms are set in motion
- making the best use of resources
- ensuring a 'no surprises' culture

4. Recognition, Representation and Negotiating Rights

4.1 Loughborough University recognises the University and College Union as having sole negotiating rights for staff in the Academic and academic-related job families. (Research and Teaching job family, Teaching and Scholarship job family, Research job family; and Management and Specialist job family as well as staff employed at grade 6 in the Technical Services job family.)

- 4.2 Loughborough University recognises Unison, as having sole negotiating rights for support staff in the Operational Services and Administrative Services job families for all staff grades 1-5.
- 4.3 Loughborough University recognises Unite, as having sole negotiating rights for support staff in the Technical Services job family grades 1-5.
- 4.4 Each union will retain the sole negotiating rights for the staff groups it represents.
- 4.5 Notwithstanding the sole negotiating rights outlined above, the University recognises that staff may choose to be represented individually by a union officer or official from any certified trade union to which they may belong.
- 4.6 The provisions of this agreement shall apply to accredited representatives of the Unions, who have been duly elected or appointed in accordance with the rules of the Union.
- 4.7 The Trade Unions agree to inform the University (i.e. the Director of HR) in writing, of the names of all elected representatives at the earliest possible opportunity and to notify the University of any subsequent changes. Persons whose names have been notified to the University shall be the sole local representatives of the Union membership.

5. Trade Union Facilities

The University agrees to provide defined accommodation and facilities to the Union representatives to enable them to discharge their duties in line with this Agreement and the ACAS Code of Practice. These include, as may reasonably be required:-

- Use of accommodation/office space on campus. This accommodation shall be shared between the recognised trade Unions and use divided as agreed between the unions for the purposes of meetings, office accommodation and discussions with individual members and other legitimate trade union use.
- Photocopying equipment
- Telephones and internal postal service
- Trade union notice boards
- Ability to book rooms for members' meetings
- Dedicated Computers and Printers
- Office Furniture
- Use of IT Networks and Support Services
- Building Maintenance Support Services
- Services (gas, water and electric)
- Payment of Utility Bills
- Payment of Business Rates
- Building Insurance
- A quarterly list of new starters and leavers for the purposes of membership management, subject to individuals' agreement
- Between-campus travel for formal trade union duties

6. The Function of Representatives and Officials

The University and the Unions recognise that the employee relations functions of representatives and officials/officers are important duties (in addition to their own duties as employees of the University). These functions and responsibilities are:-

- To be responsible to and for a group of members

- To undertake employee relations duties operating within the policies of the Union. Issues may include members' grievances, discipline, learning, health and safety, equality and diversity, service conditions
- To seek full Trade Union membership amongst all relevant employees of the University
- To communicate with members and to communicate with Management, the Joint Negotiation and Consultation Committee, other relevant negotiating committees, University Council and Senate and with the relevant Union bodies
- To represent the Union in the joint negotiating and joint consultative machinery at local, regional and national level
- To meet with other representatives, officials or full-time union officers on matters covered by this Agreement
- To attend meetings of the Union of which the person is a representative or of which she/he is an official
- To seek to ensure that agreements are adhered to
- To organise meetings of members during working hours in accordance with the ACAS Code of Practice and any prevailing local agreements

7. Time off for Representation and Other General Duties

It is recognised that it is not possible to be prescriptive about all duties and time required to carry them out. It is agreed that requests for time off will not be unreasonably refused as long as they meet the general principles laid down below and Trade Union representatives will be granted reasonable paid time off to undertake their trade union duties as set out above.

The total amount of time off with pay for representatives shall be determined as follows:

- 1.6 FTE for UCU
- 0.4 FTE for Unite.
- 1.2 FTE for UNISON.

The allotted time off is to deal with University work, and other reasonable legitimate trade union duties which shall be agreed beforehand with the Director of HR, who will not unreasonably refuse such requests. The unions may present a case for additional facilities time in the future via the Director of HR for consideration by the Operations Committee.

There is no entitlement to have time off from the University to deal with union matters for other organisations such as Loughborough College or imago ltd.

Union representatives (stewards) will be permitted paid time off during working hours to carry out duties that are concerned with, or to receive training on, any aspect of collective bargaining and representation of individual members including:-

- terms and conditions of employment including physical working conditions
- engagement, termination or suspension of employment and the duties of employment
- allocation of work or the duties of employment
- discipline and grievance
- activities associated with trade union membership
- facilities for officials of the Union
- machinery for negotiation or consultation and other procedures
- receipt of information and consultation relating to the handling of collective redundancies

- meetings with full-time officials to discuss issues relevant to the workplace.

Union health and safety representatives are also entitled to paid time off as is reasonably necessary to perform health and safety duties. The Trade Unions are responsible for the appointment of Health and Safety Representatives. The University has the duty to permit safety representatives such time off with pay for the purposes of:-

- performing their functions under health and safety legislation
- undergoing training to carry out their duties and responsibilities
- attending health and safety meetings at local, regional, national and international levels where appropriate

Union learning representatives may take reasonable time off provided that the union has given the University (i.e. the Director of HR) notice in writing that the individual is a learning representative of the union and that the training condition is met. (To qualify for paid time off the member must be sufficiently trained to carry out duties as a learning representative either at the time when their trade union gives notice to the University in writing that they are a learning representative, or within six months of that date. In the latter case, the trade union is required to give notice in writing that the employee will be undergoing such training and when the employee has done so must give notice of that fact. It should be confirmed by the union in a letter that the training undertaken is sufficient to allow the Learning Representative to undertake their role). The functions for which time off for a learning representative is allowed are:-

- analysing learning or training needs
- providing information and advice about learning or training matters
- arranging learning or training
- promoting the value of learning or training
- consulting the employer about carrying on any such activities
- preparation to carry out any of the above activities
- undergoing relevant training

8. Time off for trade union activities

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

Union members

A union member may be permitted reasonable time off, during working hours, subject to the exigencies of the service, to take part in any trade union activity. The activities of a trade union member can be:-

- attending workplace meetings to discuss or vote on the outcome of negotiations with the employer
- attending the local A.G.M.
- meeting full time officers to discuss issues relevant to the workplace
- voting in union elections
- having access to services provided by a Union Learning Representative (provided those services are services for which the Union Learning Representative is entitled to time off).

There is no statutory requirement that union members be paid for time off taken for trade union activities and therefore any agreed time taken will be without pay. However, the University will endeavour to facilitate time off for union members'

attendance at union meetings, and meetings with officers or officials where it is reasonably practicable to do so and will consider requests for that time off to be paid. These requests should be made to the Director of HR who will not unreasonably refuse them.

Local representatives

For union representatives, trade union activities can include taking part in:-

- branch, area or regional meetings of the union where the business of the union is under discussion
- meetings of official policy making bodies such as the executive committee or annual conference

There is no statutory requirement that union representatives be paid for time off taken for trade union activities, however the University recognises the benefit to the institution of some of the prescribed activities and thus a small allowance is given (which effectively is included in the % of FTE already agreed for each union). Requests for any further time off with pay for specific union activities must be made in advance, in writing, to the Director of HR and will not unreasonably be refused.

National representatives

If a union member is elected to serve as a national or regional union representative on a formal committee then the trade unions will provide the Director of HR with a schedule of national/ regional meetings as soon as possible before the start of each academic year. After consultation with the relevant Head of Department, the Director of HR will agree with the individual the amount of time off with pay which can be accommodated. If a member is standing for election as national president or vice president, then they must make the Director of HR aware at the earliest opportunity so that contingency plans to cover their substantive role may be put in place, including reimbursement of their salary from the union. Travel and subsistence costs for attendance at regional or national meetings will be borne by the respective trade unions.

9. Accessing time off

When making a request for time off representatives and members must give as much notice as practicably possible of dates (in writing if requested) to relevant line-managers.

The employee must co-operate in making arrangements to cover jobs during the absence and should seek to minimise business disruption by being prepared to be as flexible as possible in seeking time off. In addition, representatives who request paid time off to attend relevant training must give at least two weeks' notice to their manager and must provide details of the content of the training course.

The University agrees to ensure that Managers are familiar with the rights and duties of union representatives and members regarding time off as laid out in this agreement, which has been approved by Council and that they are made aware of the difference between trade union duties and trade union activities. Managers should then take reasonable steps as necessary in the planning and management of such time off, taking into account the legitimate needs of union representatives. Managers should ensure that, where necessary, work cover or work load reductions are provided when time off is required. When considering the request for time off, managers should take full regard of their statutory responsibilities as well as the operational impact upon their department. Managers will consider each case on its merits and the reasonableness of the request in relation to agreed time off already taken or in prospect, as well as

consideration of service requirements. It should not therefore be assumed that all requests can be accommodated.

The University and the Unions 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. In the event of a disagreement over granting time off, advice shall be first sought from the Director of Human Resources and the Full-time officers/officials of the relevant union in order to attempt an informal resolution. In the event of the matter remaining disputed then the issue will be dealt with as a collective dispute.

10. Operation of the Agreement

It shall be the duty of the unions to ensure that their representatives are familiar with the contents of this agreement.

It shall be the duty of the University to ensure that managers at all levels are familiar with the contents of this agreement.

11. Collective Disputes

If a collective dispute arises and cannot be resolved then the matter shall be referred to the Collective Disputes procedure detailed below and in Appendix 1. Matters that are excluded are individual disciplinary and grievance appeals for which separate procedures exist.

11.1 Preliminaries

- i. The trade union(s) will give written notice of the dispute to the Director of Human Resources.
- ii. The trade union Branch Secretary/ies (or nominee) and the Director of Human Resources (or nominee) will meet to define the terms of reference of the dispute and will endeavour to find a speedy resolution to the dispute.

11.2 Stage One

- i. If the dispute remains unresolved, the trade union(s) will refer the matter in writing to the Director of Human Resources.
- ii. A meeting of the JNCC (or other appropriate single negotiating committee) shall be arranged to consider the dispute within 15 working days of notification. The agreed terms of reference and any other written statements will be circulated to the committee members in good time ahead of the meeting.
- iii. All parties to the dispute will work proactively towards reaching an agreement to resolve the dispute and will meet as often as is necessary until the dispute is resolved or until a failure to agree is recorded.

11.3 Stage Two

If the dispute remains unresolved, the JNCC (or appropriate single negotiating committee) may refer the matter to an independent three member panel of University Council, consisting of a nominee from the University management, a nominee from the trade unions and a lay member of Council who shall be the chair. The panel will meet as quickly as possible and no later than twenty working days of

being constituted and its proceedings shall be formally recorded. A representative from the trade union (s) will present the dispute, a representative of University management will present a response and the panel may ask questions of these representatives. The Panel will in all cases ensure that the representatives of each side have the opportunity to put their respective cases, including the submission of any relevant documents.

The separate conclusions and recommendations from both sides will be considered by the panel which will work towards finding a solution that is agreeable to both parties. This may include a clear decision supporting either the management or the trade union case; an alternative decision for implementation or referral to an external body for the purposes of mediation, conciliation or arbitration, with the agreement of all parties.

The decision of the panel is final and will be conveyed in writing to all parties within five working days.

11.3 Notes

- i This disputes procedure may be varied by agreement between management and the trade union(s) in the course of dealing with a dispute where that will assist in bringing about earlier resolution. Such agreed variation may include seeking assistance from ACAS.
- ii. A full time union representative may be involved at any stage of these proceedings.
- iii The parties to this Procedure agree that its purpose is to resolve disputes without disruption wherever possible. Informal processes are not precluded during any of the formal stages of the Procedure. These may include consultation between the management of the University and external trade union officers.

11.4 Status quo

Where a Collective Dispute arises out of any proposal to change existing practices or conditions of service, the 'status quo' shall prevail until these procedures have been exhausted, unless it is necessary for legal, safety or urgent operational reasons for management to take action immediately. In such cases, the senior manager responsible, in consultation with the Director of HR, will advise the unions and confirm in writing the overriding considerations involved. The trade union concerned, therefore, will take no industrial action and the management side will impose no sanction whilst this Procedure is being operated. This is without prejudice to either party's position.

11.5 Time Limits

The time limits specified in this document may be reduced or extended by mutual agreement, at any stage of the procedure, where it is felt that this will help to facilitate a solution.

12. No Detriment

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

All union representatives will be deemed to be employed by the University whilst undertaking their trade union duties and will be entitled to the full package of pay

and conditions they would have received had they been undertaking their substantive role.

13. JNCC

- 13.1 Arrangements for the JNCC will not detract from the sole negotiating rights that each union currently enjoys for designated staff groups.
- 13.2 The JNCC will deal with employment matters which affect all or the majority of staff, or matters of joint concern.
- 13.3 From time-to-time, issues which affect only staff represented by one particular trade union may arise for consideration (e.g. the University and College Union for matters relating solely to academic staff). On these occasions, negotiation/consultation will take place in a meeting of the relevant sub-committee of Human Resources Committee (that is ARSNC, TSNS or CMSC) which will remain tabled in the University Calendar). Minutes will be reported to the JNCC for information.
- 13.4 The JNCC shall provide a formal means of resolving collective disputes where informal channels have proved unsuccessful or ineffective, as agreed in the Disputes Procedure
- 13.5 Individual staff cases shall be dealt with through the established procedures and shall be considered by the JNCC only when there are matters of general principle raised by them, which need to be negotiated.
- 13.6 Membership
 - i A lay member of Council shall be appointed as the non-voting Chair. In his/her absence and subject to the agreement of both sides, a member of the JNCC will Chair the meeting.
 - ii The Provost, the Chief Operating Officer, the Director of Human Resources, a Dean of School and a Head of a Support Service Department shall represent the University. A nominated deputy may attend in the absence of one of the management side representatives. In addition, a member of the HR Department will attend as secretary to the Committee.
 - iii There shall be three representatives from each of the three trade unions. Each union shall ensure that it provides a named substitute to be available, by prior arrangement, if required. The JNCC acknowledges the importance of ensuring that any substitute is fully briefed on the history, background and present status of any issues to be discussed and therefore the substitutes shall receive all the agenda papers and minutes for information.
 - iv Four members from the union side, plus two members of the University management and a Chair, shall constitute a quorum.
 - v The University will provide secretarial support to the Committee. The secretary shall convene the meetings and produce accurate and timely agendas and minutes. The unions shall, between them, elect a joint secretary who will act as the conduit for bringing forward union agenda items and who will liaise with the JNCC secretary in advance

of the preparation of the agenda. The agenda-setting will be influenced by the HR Implementation Plan which will outline priorities each year

- vi Agenda and supporting papers will be distributed by the management side secretary, no later than 15 working days before the meeting. It is anticipated that the JNCC will not normally deal with more than 4 major items at each meeting.
- vii With the consent of the Chair and of all sides of the Committee, which shall not be unreasonably withheld, advisers who are not members may attend and participate in meetings.

13.7 Procedure and Frequency of Meetings

- i Minor amendments to terms and conditions of employment may be agreed by the principals out of committee and any such changes will be reported to the next JNCC. If agreement cannot be reached, the matter shall be dealt with by the JNCC. Major changes shall be dealt with by the JNCC. All proposed amendments to the terms and conditions of service will be submitted to the Human Resources Committee after reaching agreement at the JNCC, (trade unions will refer the matter back to their members prior to giving formal agreement or will have delegated responsibility to act on their members' behalf). The HRC will recommend final approval to the Chairs of Senate and Council. For matters relating to UCU only, the same process will be followed substituting ARSNC for JNCC.

Where the proposed amendments remain contentious after discussion at the JNCC, and after the collective disputes process has been exhausted (see section 11. above), or where they require amendment of the University Charter, Statutes or Ordinances they will be considered at a full meeting of Senate (where academic staff are affected) and Council (for all staff).

- ii The JNCC will be scheduled to meet twice per term, but will meet as often as necessary to maintain good employee relations. Additional meetings may be held at the request of either side within 28 working days. Meetings may be adjourned by agreement for not longer than fourteen working days. During a meeting any party may withdraw to consult separately.

13.8 Minutes

- i The minutes of all meetings shall be agreed by the Chair before circulation and subject to the formal approval of the Committee at its next meeting.
- ii For each negotiated item, the minutes shall record either an agreement by both sides (including the date when the agreement will take effect, subject to approval by HRC) or a failure to agree, including any recommendations for the resolution of such disagreement.
- iii The JNCC will report to Council and Senate, via HRC.
- iv A copy of the approved minutes will be posted on the HR web pages.

14. Amendment or Termination of Agreement

Any party may submit proposals to amend this agreement. Such proposals will be in writing to the sides concerned, and will be the subject of joint negotiations. Variation or changes to this agreement can be made only by mutual agreement

between the signatory unions to this document and representatives of the University.

All parties agree to review this Agreement after a period of twelve months and at agreed dates thereafter.

In the unlikely event that any party wishes to terminate this agreement unilaterally, negotiation must take place to establish alternative collective bargaining arrangements. This may need to be facilitated by ACAS or other appropriate external agency.

15. Signatures to the Agreement

Signed on behalf of the University: Signed on behalf of UCU:

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Date..... Date.....

Signed on behalf of UNISON:

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Date.....

Signed on behalf of UNITE:

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Date.....

This Agreement was approved by Council on 15th July 2011

Amended December 2016

Appendix 1 to the Partnership and Recognition Agreement for Loughborough University and its campus trade unions ("Partnership Agreement")

Operating Principles for Stage 2 of the Collective Disputes Procedure

In the event of a Collective Dispute being raised under the procedure contained in the "Partnership Agreement" (and for the sake of clarity it is recognised that such a dispute may be recognised by Management as well as the Trade Unions) and the Dispute reaching Stage 2 of the procedure, then it is agreed that the principles below will be adopted for the operation of this stage of the procedure.

It is also agreed that during the formal stages of the dispute, informal discussions between Management and the unions should and will continue.

Operating Principles

1. The Chair for Stage 2 of the procedure will be the Chair of JNCC.
2. 2.1 The definition of the Terms of Reference of the dispute at Stage 2 will be those originally defined by the Branch Secretary(s) and the Director of HR in the preliminary discussions which establish the dispute. It is agreed that these preliminary discussions must take place in a formal meeting.

2.2 Such Terms of Reference must establish the member of the Trade Unions and the member of Management who will present their respective cases in the procedure.

2.3 The Terms of Reference will be presented formally to JNCC.

2.4 At Stage 2, it will be for the Chair and / or the Panel to call for any further clarification on the Terms of Reference as they may require.

2.5 Substantive new evidence may only be presented to the Panel at the Panel's sole discretion.
3. The papers for Stage 2 will be the papers already presented in the dispute. There will be no additional papers unless the panel have agreed to admit further substantive new evidence.
4. Witnesses will not be called unless requested by the Panel to assist in their mediation.
5. The original parties to the issue which prompted the dispute may attend to advise the Management and Trade Union representatives presenting to the Panel, as required by those representatives. These parties will not have the right to address the panel or question those presenting.
6. The Partnership Agreement (paragraph 11.3) allows that the Procedure and these Operating Principles may be varied by the parties in order to achieve a speedier resolution. Such variation must, as with any solution put forward under this procedure, be acceptable to both the Management and Trade Unions Representatives.
7. A secretarial service to the panel will be provided by HR.

