

Recognition Agreement Aberystwyth University

1. Trade Union Membership

- 1.1 Aberystwyth University (the University) supports the system of collective bargaining and believes in the principle of aiming to solve industrial relations problems by discussion and agreement.
- 1.2 The University recognises for the purposes of collective bargaining the following Trade Unions as having bargaining rights in respect of employees of the University: University and College Union (UCU) UNITE and UNISON.
- 1.3 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.

2. Purpose of the Agreement

- 2.1 The purpose of this Agreement is to promote effective joint working between the University and its recognised Trade Unions. This Agreement sets out Trade Union Recognition and representation within the University and clear procedural arrangements for information sharing, consultation and negotiation.
- 2.2 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 Aberystwyth University and its staff.
- 2.3 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. Those issues which require formal collective agreement will be reserved to be addressed at formal meetings of the Joint Consultative and Negotiating Committee.
- 2.4 All parties recognise the right of individual members of staff 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 Officials to support local representatives in their duty

3. General Principles

- 3.1 The Trade Unions recognise the University's role is 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 as set by the University's Strategic Plan.

3.2 The University recognises that a Trade Union's role is to represent the interests of its members.

4. The Scope of the Agreement

The University commits to undertake the following jointly with the recognised Trade Unions:

4.1 **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 (i.e. up to date staff lists) to carry out effective consultation. All parties must keep each other informed of all relevant matters. Relevant information will be provided promptly and in good faith.

4.2 **Consultation** – The University is committed to complying with its statutory requirements and will consult on prospective redundancies, TUPE transfers and matters of Health and Safety (through the Health and Safety Committee) and policies including discipline, grievances, sickness and Equality and Diversity and performance management. 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.

4.3 **Negotiation** – The University will negotiate with a view to reaching agreement with the recognised Trade Unions with regards to pay (including grading), hours of work, holidays and other terms and conditions of employment, where these are not subject to national bargaining. To negotiate is to try and reach agreement by discussions. Matters negotiated nationally will not be the subject of local discussion.

4.4 The University recognises the rights of the recognised Trade Unions to represent the interests of its members on individual matters.

4.5 This Agreement does not impact on the national recognition rights of the Trade Unions involved.

5. Trade Union Representatives

5.1 The University recognises that the Trade Union representatives fulfil an important role and that the discharge of their duties as Trade Union representatives will not prejudice their employment with the University.

5.2 If a Trade Union Representative is the subject of an allegation, the University will inform the relevant Regional Trade Union Official before any procedure is invoked.

5.3 The role of the individual Trade Union representative is confirmed as:

- Participation in or facilitation of the Mediation Process
- Participating in the conduct of grievance and disciplinary procedures
- Participating in consultative arrangements on matters that affect members interests
- Participation in negotiation
- Working with the University and employees to maintain good employment relations

5.4 The University will inform new staff of the opportunity to join a trade union and invite Trade Unions to attend corporate induction events.

5.5 The University will facilitate a bi-annual email to all university staff to signpost the trade unions in order to raise awareness of trade union membership and representation.

6. Facilities Arrangements

6.1 The University and the Trade Unions agree to work towards a formal facilities time agreement with the aspiration of reaching an agreement within 6 months of the date of signing of this agreement.

7. The Joint Consultative and Negotiating Committee

7.1 A Joint Consultative and Negotiating Committee (JCNC) at which the University and all recognised Trade Unions are represented, will meet at least three times a year, normally one month before the University Professional Development and Staffing Committee (PDSC) meeting and the agreed (unconfirmed) minutes will be reported to the PDSC, who report to the University Council.

7.2 Additional meetings may be convened at the request of either side. The Chair will ensure that such meetings are normally convened within 14 working days of such a request.

7.3 The JCNC shall consist of four representatives of University Council, one of whom shall be the Vice Chancellor; each of the recognised Trade Unions will be represented by up to four representatives and one note taker. There shall be provision for alternates.

7.4 A quorum will consist of three representatives of the University Council and one representative of each recognised trade union.

7.5 The trades unions and the University will each will have the right to be accompanied by up to two advisors including UK or Wales National Officers and paid Officials.

- 7.6 Alternate Chairs shall be appointed, one by the University and one by the Trade Unions. The University shall provide secretarial services to the Committee but the Trades Unions can be accompanied by a note taker of their choice.
- 7.7 Each side will inform the other in writing (including email) of items for discussion normally 10 working days before the meeting of the JCNC. The items for the Agenda will normally be agreed by the Chair. Papers will be circulated at least 5 working days in advance of the meeting.
- 7.8 The outcome of each JCNC will be recorded in an agreed minute, the minutes will be agreed by the Chair and one other delegate from either the University or the trades unions (alternating, depending on who the Chairperson was at the previous meeting) normally within 10 working days of the meeting.
- 7.9 The JCNC will have the right to set up working groups to discuss particular issues and decide on their membership. A HR and related policies and procedures Standing Working Group will be established. The purpose of the working group is to establish new policies and procedures as required and to review existing policies and procedures. The working group will report to the JCNC.
- 7.10 Any working group established must have terms of reference agreed prior to its establishment by the JCNC and will report back to the JCNC. A working group cannot make decisions, only recommendations to the JCNC. Minutes from working groups will be distributed with the paperwork for JCNC, the Chairs will agree the minutes before circulation.
- 7.11 The JCNC will discuss matters in relation to which collective agreement is required and relevant collective matters which have not been resolved through informal means. All efforts will be made to resolve conflict through informal means in the first instance. Any meetings required for the purposes of collective consultation on proposed redundancy and redeployment shall be held as appropriate and in addition to the JCNC.
- 7.12 The intention of both sides in the JCNC will be to reach agreement on issues directly relating to matters for negotiation relevant to the Unions. Minutes of JCNC will be sent to Professional Development and Staffing Committee and hence to University Council.

8. Dispute Resolution

- 8.1 In the event that the JCNC records a failure to reach an agreement acceptable to the Unions and University on a negotiating matter in the course of a JCNC, or at any other time, a special meeting of the JCNC will be convened within 10 working days of the initial meeting or of the notification of the failure to agree.

8.2 Where there is a failure to reach agreement at the special meeting of the JCNC, and both parties agree, the matter may be referred to the Advisory Conciliation and Arbitration Service (ACAS) in order to seek a resolution through the process of conciliation or arbitration.

8.3 Neither the Trade Unions, individually or severally, or 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
- (b) Actions necessitated by legislation

9. Variation, Duration and Termination

9.1 This Agreement in which the University voluntarily recognises the Trade Unions will be reviewed jointly 12 months from the date of implementation.

9.2 Variations or changes to this Agreement can only be made by mutual agreement between the recognised trade Unions and the University Representatives.

9.3 This Agreement will be subject to termination one Trade Union giving to the University (or vice versa) three months' notice in writing to that effect. The Agreement between the University and the other Trade Unions will remain.