



(Revised January 2020)

RECOGNITION AND PROCEDURE AGREEMENT
BETWEEN
THE UNIVERSITY OF LINCOLN
AND
THE FOLLOWING RECOGNISED TRADE UNIONS

UCU
UNISON

1. INTRODUCTION

- 1.1 This agreement establishes the basis upon which the University of Lincoln (known hereafter in this Agreement as 'the University') recognises the Unions who are signatories to this document. It provides the necessary procedures to govern relations between the University and those unions. The University recognises the importance played by good employment relations with Trade Unions within the framework of the University's effective management. To this end, the University will facilitate the raising of awareness of the recognised Unions to all members of staff.
- 1.2 The purpose of this agreement is to establish consultative and negotiating arrangements to cover all groups of staff up to and including those at grade 10.
- 1.3 For the purposes of this agreement, consultation is not defined as the mere passage of information. Consultation involves the realistic opportunity to influence decisions prior to their implementation. This will be undertaken in good faith and with the common goal of reaching agreement.
- 1.4 In establishing this agreement the University and the recognised Unions accept that affairs will be conducted taking due account of any relevant national negotiating body recognised by the Board of Governors of the University of Lincoln.
- 1.5 In the context of the terms agreed in the National Recognition and Procedure Agreement it is accepted that agreements reached within such a negotiating body will be recommended for implementation by all parties in the expectation that they will act in good faith.

2. OBJECTIVES

- 2.1 The signatories to this document agree to promote harmonious employee relations through the development of effective joint consultative and negotiating machinery. Genuine and committed efforts will be made to resolve matters of mutual interest through consultation and/or negotiation.
- 2.2 The signatories of this document recognise that it is in the interests of the University, its employees and the students that the University should function effectively to the benefit of both the University and the employees and that this is a common objective.

3. RECOGNITION

- 3.1 The Board of Governors and the Vice Chancellor recognise that the named unions are the sole bargaining agents for collective consultation and negotiating purposes. The Unions identified are UCU for academic staff and UNISON for professional service staff.
- 3.2 The recognised Unions will provide the University with formal notification of new representatives, who have been elected in accordance with the relevant union's laid down procedures. The Unions will also provide details of their responsibilities to ensure that all key areas of the business have access to a named union representative.
- 3.3 The recognised Unions accept that it is the right and responsibility of the University to manage its domestic affairs in the context of this agreement.
- 3.4 Both the University and the recognised Unions accept that there will be occasions on which it will be necessary to convene meetings of both unions, e.g. in initial notifications of redundancies.

4. GENERAL PRINCIPLES COVERING PROCEDURES

- 4.1 The existence of this agreement in no way detracts from an employee's right of access to the managers of the University, or the University's right to communicate directly with its employees, or the recognised Unions' rights to communicate with their members.
- 4.2 Consultations and negotiations will take place between the nominated representatives of the Vice Chancellor and the elected representatives of the recognised Trade Unions who may be accompanied by full time officials where appropriate.
- 4.3 The parties will have due regard to the numbers of representatives attending meetings to ensure efficient and speedy resolution of mutually agreed agenda items.
- 4.4 While many matters will need to be discussed directly between the appropriate sub committees and managers, it is expected that some matters will need to be discussed collectively.

4.5 The sub committees will be:-

Academic Staff Sub Committee
Professional Service Staff Sub Committee

4.6 The University and the recognised Unions agree that in order to maintain good relationships, problems should be discussed without undue delay and be resolved at the earliest stage through constructive collective bargaining; a process of negotiation and consultation.

4.7 Where reference is made to the role of a full time official in this Agreement, this is normally taken to mean a Regional Official or equivalent post. When in attendance at any meeting of the Staff Sub Committee such attendance will be in an ex officio capacity.

4.8 Both the University and the recognised Unions will appoint from within their committee membership a joint-secretary to the JCC and JNC. It will be the responsibility of the joint secretaries to arrange meetings of the committee, to develop and agree agenda items and circulate both agendas and minutes, usually electronically. These items should be circulated at least five working days prior to a meeting.

5. CONSULTATION

5.1 The Joint Consultative Committee (JCC) is the forum for consultation and communication, as appropriate. Its purpose is to consider any matters of direct or indirect concern which can potentially affect the terms and conditions of all staff covered by this agreement, whether or not they are members of the unions who are signatory to this agreement.

5.2 Agenda items and any appropriate papers should normally be with the secretariat officer, usually in electronic format, in good time so as to allow sufficient preparation. The agenda can then be finalised and dispatched five working days before the meeting.

5.3 This formal process of consultations with employee representatives is not intended to replace ongoing consultations with individual employees, by their own managers and supervisors, or on occasions where the Vice-Chancellor or senior managers may arrange to consult with staff generally.

5.4 Each Trade Union will normally have at least three representatives and a maximum of seven on the appropriate Committee who will normally be employees of the University. There may be occasions when the Union wishes to invite a Regional Official in accordance with paragraph 4.7 above. Reasonable notice should be given to Human Resources that the Regional Official will be in attendance and she / he will be provided with the agenda and all supporting paperwork for the meetings as a matter of course.

5.5 There will normally be a minimum of three and a maximum of seven University managers on the appropriate committee. Any potential conflict(s) of interest will be raised with the JCC Chair and agreement reached on any subsequent appropriate action.

- 5.6 The usual constitution is as detailed below, but nominees may attend if specified post holders are unavailable.

**Joint Consultative Committee (JCC)
(Academic Sub Committee)**

UCU

Branch Chair
Branch Secretary
Representatives (max 5)

Management

Deputy Vice Chancellor (Chair)
HR Director
Head / Deputy Head of School (max 5)
Other senior member of the HR dept.

**Joint Consultative Committee (JCC)
(Professional Service Sub Committee)**

Unison

Branch Chair
Branch Secretary
Representatives (max 5)

Management

Deputy Vice Chancellor (Chair)
HR Director
Service Director / Manager (max 5)
Other senior member of the HR dept.

- 5.7 The above structure does not preclude other management representatives being called to particular meetings to discuss specific issues.
- 5.8 Meetings will be scheduled in advance, by way of a calendar. Subcommittee meetings with the individual Unions will be scheduled 3 times a year. Joint meetings will be scheduled up to 3 times a year on an extraordinary basis as and when either the Chair of the JCC Academic Sub Committee or JCC Professional Service Sub Committee deems it necessary. The Branch Chair of the individual Unions may also call for an extraordinary Joint meeting to take place.
- 5.9 It is expected that most issues will be resolved in either the separate or joint JCCs. However, if either party feels an issue is a matter for negotiation it will be referred to a JNC.

6. NEGOTIATION

- 6.1 The Joint Negotiating Committee (JNC) is the forum for collective bargaining and negotiation on subjects not covered by the scope of the relevant national negotiating body, and on matters specifically referred to local level by that or those bodies. Meetings will be established as necessary.
- 6.2 A University wide Joint Negotiating Committee will be established and a timetable agreed for each of the Sub Committees. Each Trade Union will normally have at least three representatives and a maximum of seven on the appropriate Committee who will be employees of the University. There will normally be a minimum of three and a maximum of seven University representatives.
- 6.3 It is recognised that some points of negotiation will affect both staff groups. Therefore when both Unions agree to do so, the two separate JNCs can be substituted by a joint JNC

- 6.4 The usual constitution is as detailed below, but nominees may attend if specified post holders are unavailable.

**Joint Negotiating Committee (JNC)
(Academic Sub Committee)**

UCU

Branch Chair
Branch Secretary
Representatives (max 5)

Management

Deputy Vice Chancellor (Chair)
HR Director
Head of School (max 5)
Other senior member of the HR dept.

**Joint Negotiating Committee (JNC)
(Professional Service Sub Committee)**

Unison

Branch Chair
Branch Secretary
Representatives (max 5)

Management

Deputy Vice Chancellor (Chair)
HR Director
Service Director / Manager (max 5)
Other senior member of the HR dept.

- 6.5 The above structure does not preclude other management representatives being called to particular meetings to discuss specific issues.
- 6.6 These meetings would not normally be scheduled regularly but would occur as and when the need arose. These meetings can be formally requested by either Union or management as and when the need arises. It is anticipated that these meetings will be organised within three to five weeks in most circumstances.
- 6.7 University managers will provide recorded notes and any agreements reached which, after consultation with the senior representative for each of the Unions, will become the formal record of the meeting. Such notes will be circulated to all staff by management following agreement with the Trade Union representative appointed as Joint Secretary unless it is agreed otherwise.
- 6.8 All formal agreements will be signed by all relevant parties.
- 6.9 Where a failure to agree occurs at a JNC meeting and that matter is not resolved it will be referred to Stage Three of the Collective Disputes Procedure.

7. CONDITIONS AND PROCEDURE FOR DEALING WITH COLLECTIVE ISSUES

- 7.1 Where a Union wishes to raise a collective issue on behalf of its members the following general conditions should apply.
- 7.2 The procedure is in three stages at the end of which the internal process is concluded. If no agreement is reached at the end of the third stage, the matter will be referred to ACAS.
- 7.3 All parties agree to use the agreed procedure rather than to use any other sanction until the procedure has been exhausted.
- 7.4 Any collective issue must be raised with the appropriate person(s) at the earliest opportunity after the circumstances which provoked it. If this is adhered to, where possible, any proposed change to working arrangements will be delayed. If business demands make this not viable, the Unions will be notified and the reason given.

- 7.5 All parties agree to keep to the procedure's timescales, unless exceptional circumstances cause delay. The dispute will fall if there is any failure to keep to the timescales without notification and good cause.
- 7.6 Records of all formal correspondence and meetings will be taken and the decisions recorded.
- 7.7 Meetings at any stage of the procedure can be adjourned to give time for further investigation of the matter to take place. The length of the adjournment will be mutually agreed.
- 7.8 The procedure is as follows:

Stage One

When an employee representative/Trade Union has a dispute it must first of all endeavour to resolve it by directly approaching the person(s) causing the dispute. In appropriate circumstances, this may be carried out in writing or by personal representation.

Stage Two

If the dispute remains unresolved, or the dispute relates directly to the Vice Chancellor, the employee representative/trade union will refer the matter in writing to the Director of Human Resources or his/her nominee. S/he and the employee/Trade Union representative will meet within ten working days to agree the terms of reference of the dispute.

An appropriate manager will be appointed to consider the dispute. In the event the dispute relates directly to the Vice Chancellor an appropriate member(s) of the Board of Governors will be appointed to consider the dispute. A meeting will be held within fifteen working days of the terms being agreed. The agreed terms and any other written statements will be distributed in advance. The meeting will reconvene as often as necessary until the dispute is resolved or a failure to agree recorded.

Stage Three

If the dispute remains unresolved, the Union may refer the dispute to an independent three member panel of the University senior management. The panel will normally meet within fifteen working days of being constituted.

The Union will have the right to challenge the membership of the panel if it has sound reason to believe that one or more members are insufficiently independent of the issue under dispute and/or may have a specific interest in the outcome. A challenge, setting out the reason for concern, must be lodged within five working days of the membership being made known.

The reasonableness of the challenge will be assessed by a member of the Senior Leadership Team previously unconnected with the case, and, if accepted, amendments to membership will be proposed.

In the event the dispute relates directly to the Vice Chancellor and remains unresolved the matter may be referred to ACAS for either conciliation or arbitration.

7.9 The Role of the Panel

The panel will work towards finding a solution to the dispute that is agreeable to both parties.

The panel may propose solutions to both parties for them to consider or it may decide to refer the matter to ACAS for either conciliation or arbitration.

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

7.10 Procedure for the Panel

The procedure to be followed at the meeting of the panel will be:

- The Trade Union will present the dispute
- A representative of management will present a response
- The panel may ask questions of the Trade Union/employee and management representatives
- Both sides, with the agreement of the panel, may adjourn the meeting at any time to seek further advice or information pertinent to resolving the dispute
- Either side can request to refer the matter to ACAS for conciliation or arbitration. Both sides must agree before referral can take place, but agreement will not unreasonably be withheld. Any refusal to agree must be fully explained at the time in writing.
- The proceedings of the meeting will be recorded

7.11 Failure to agree at JNC

When a failure to agree occurs at a JNC which is discussing terms not covered by the national agreement, then this failure to agree shall be referred to Stage Three of this procedure.

7.12 Referral to ACAS

Referral to ACAS must be on a specific question and agreed by all parties.

8. VARIATION, DURATION AND TERMINATION OF THIS AGREEMENT

Variation or changes to this Agreement can only be made by mutual agreement between the signatory Unions to this document and representatives of the University

This agreement is intended to last a minimum of five years, after which there will be a formal review.

Either the Union or the University may terminate this Agreement by giving six month's notice in writing to the other parties to the Agreement. However, such termination can only take place after a formal review has taken place between the two parties.

This procedure can be subsequently amended where appropriate with the approval of the Board of Governors and the trade unions to comply with any agreements made by any relevant national negotiating body recognised by the Board of Governors of the University of Lincoln, or where a revision is required by a change in the law.

Signed on behalf of the University of Lincoln:

Name	Signature	Position
Ros Simpson		Director of Human Resources
Professor Toby Wilkinson		Deputy Vice Chancellor
Julian Free		Deputy Vice Chancellor

Date

Signed on behalf of UNIONS:

Name	Signature	Position
Simon Crampton		Unison Branch Chair
Joy Knight		Unison Branch Secretary
Simon McCaffrey		UCU Branch Chair
Joss Winn		UCU Branch Secretary

Date