

University of Nottingham

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Recognition Agreement for the University of Nottingham UK and its Campus Trades Unions - the University and College Union (UCU), UNISON and Unite

Definition of Terms

UoN/University: refers to the University of Nottingham UK.

Trade Union Officer/Official: employed by an independent **trade** union to represent members in the workplace where the union is recognised by UoN.

Trade Union Representative: UoN employee elected or appointed in accordance with the rules of the recognised trade union to represent union members at UoN.

Parties: UoN and recognised trades unions.

Timely: providing information to **allow for** meaningful **discussion**. **This is** normally **at least** 10 working days.

Collective Bargaining: refers to the process of negotiation between the University and its recognised trades unions.

The Agreement: the Recognition Agreement for the University of Nottingham UK and its campus trades unions - the University and College Union (UCU), UNISON and Unite. **Collective Agreement** – an agreement **reached through** collective bargaining.

Purpose

The purpose of this Agreement **is** to **establish** arrangements **for** negotiation, consultation and **information** sharing between the University of Nottingham UK (the University) and its recognised **trades** unions.

General Principles

The Unions recognise the University's responsibility to plan, **organise** and **manage the work** of the University. The University recognises the Unions' rights and responsibilities to represent the **interests** of their **members**.

To **establish** and maintain effective **working relationships** between the University and **recognised trades** unions, the Parties **will**:

Commit to work within **the frameworks**, **as** outlined in this Agreement, using **the** associated forums for discussion, consultation, and negotiation as appropriate.

- Promote employee relations based on mutual respect.

Ensure, where appropriate and agreed, that confidentiality is maintained.

Understand the importance of **early identification and engagement** on emerging **issues** and **seek resolution of issues through informal** routes where possible.

The University and recognised trades unions accept that this Agreement and Appendices 1-4 are not legally binding, although they **are** collectively agreed **as** the relevant arrangements between the University **and its** recognised **trades unions. However, the Agreement reflects** the University's legal obligations **as** an employer in relation to the **work** it will **undertake** with its recognised **trades** unions. Collective agreements reached between the University and **its** recognised **trades** unions, **working within the framework as outlined** in this Agreement, **may be** incorporated into, **or** amend, the contract of **employment** between the University and its members of **staff**.

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Scope

The following trade unions are recognised by the University for the purposes of collective bargaining, **consultation**, and information sharing:

University and College Union (UCU): for all UoN employees* within the Research and Teaching job family Levels **4** to **6** and Levels **4** to **6** employees within the Administrative, Professional and Managerial job family.

University and College Union (UCU): for all UoN employees* within the Research and Teaching job family **Level 7** and **Level 7** employees within the Administrative, Professional and Managerial job family, but subject to the following:

Pay is only within the scope of recognition for **Level 7** employees within the APM job family while they are paid at point 51 on the University's salary scales

Otherwise, pay and all matters relating to pay are excluded from the scope **of** recognition for all **Level 7** employees within the APM job family and for all employees within the Research and Teaching job family **Level 7**. Their pay will continue to be determined by the University's Remuneration Committee.

All members of the University's Executive Board (**UEB**) are excluded from the scope of **recognition**.

Unison: for all UoN employees* within the Administrative, Professional and Managerial job family at Levels **1** to **3**, all Operations and Facilities employees Levels **1** to **3**, and Childcare Services employees including apprenticeships.

Unite: for all UoN employees* within the Technical Services job family across Levels **1** to **6** and including Trainee Technicians and apprenticeships.

* Including staff employed on a substantive UoN contract of employment but on secondment to UNNC or UNM.

For the sole purpose of individual representation, the University recognises the rights of individuals to be represented by an official or representative from any trade union.

The University will consult **or** negotiate only with the relevant recognised **trade** union in relation to any issue affecting only the **staff** group that they represent. The other unions will be kept informed.

Commencement Date

This Agreement commences on 23 October 2024 and supersedes all previous Recognition Agreements.

Union Representation

The University acknowledges **that** the Unions' members will elect **or** nominate representatives in accordance with their respective union **rules**. **Each** recognised **trade** union agrees to inform the University of the names of all elected representatives in writing at the earliest possible opportunity **and** to inform **the** University in writing of any subsequent changes **at** the **earliest** opportunity.

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Trade union representatives must **be** current members of university **staff**. Exceptions **will** be considered by the **Director** of Human Resources in instances where a Trade Union representative retires **from** UoN to **allow** them to conclude **representation** on a **particular** piece of **work** and where continuity is considered appropriate.

Time off for Trade Union Duties and Activities

Paid time off **work** to undertake trade union duties, activities and associated training **will** be **as** detailed in Appendix 2. Paid time off work **will** be at full pay, including the payment of any allowances that would have normally been applied.

Trade union representatives must record time taken to undertake all trade union duties and activities (including identifying whether **the** time is for trade union duties **or for** trade union activities) during their working hours and provide this information to the University in order that it may publish anonymised information on facility **time** on an annual basis, in line with legislative requirements.

The University will provide budget allocation to the Faculty / Department where the **trade** union representatives are employed to support backfill costs.

Facilities

The **University will provide** facilities to enable recognised trades unions to represent the **interests** of their **members** who **are** employees of the University. Further details can be found in Appendix 3.

Matters for Negotiation, Consultation and Information

Negotiation: the **University** will negotiate, through collective bargaining, with a view to reaching agreement with recognised trades unions **on** the following matters which **affect** the contractual terms and conditions of employment of staff:

Grievance Procedure

Disciplinary Procedure

Sickness Absence Management Policy and Sick Pay

Local pay bargaining, including job families, **progression** and academic promotion procedure (Research and Teaching), for:

Administrative, Profession and Managerial (APM) employees in **Levels 1** to 3

Technical **Services** (TS) **employees** in **Levels 1** to 3

Trainee Technical **Services**

Operations **and** Facilities (O&F) **employees** in **Levels 1** to 3

Childcare Services employees at **Levels 1** and **2**

Apprentices aligned to pay points 10 to 21 of the Level 1 to 3 **pay scale**

Level 4-7 employees on **points** 23 to 51 of the national JNCHES pay spine.

Note: The development **of a** Pay and Reward Strategy for the University will enable further discussions to take place relating to the request **from** UNISON and Unite to move away **from** the current local pay bargaining arrangements **for staff** on Levels **1-3** to the New Joint Negotiating Committee for Higher Education **Staff (New JNCHES)** national pay **negotiations**.

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Note: Pay for doctors and dentists in the NHS is recommended by the Doctors' and Dentists' Review Body (DDRB) to the Government who then issue pay circulars to NHS **Trusts**, Boards and other bodies about the increase in salaries for hospital doctors and dentists. UCEA translate the NHS **salaries** into the **salary** rates for clinical academics and consult on a national basis with the British Medical Association (BMA) and British Dental **Association** (BDA) and University and Colleges Union (UCU).

Note: Level 4-7 annual pay bargaining on the national **pay** spine (spine points 23 to 51) is undertaken through the national JNCHES arrangements.

Note: Pay for Level 7 **R&T** and Level 7 APM **staff** (with the exception of those in the APM job family while they are paid at point 51 of the national pay scale) is excluded from this Recognition Agreement and will remain the responsibility of the University's Remuneration Committee.

Annual **Leave**

Notice Periods

Redundancy Policy

Hours of Work

Existing collective agreements reached with recognised trades unions.

Changes to contractual terms and conditions of employment to be reached through collective agreement.

Recognition Agreement between UoN and **recognised trades** unions, which can **only** be amended with the consent of all signatories.

Where there is a failure to reach an agreement through negotiation, either the University or trade union may invoke the Dispute Resolution Procedure outlined in Appendix 4.

Consultation: is the process by which management and trades unions jointly examine and discuss issues of mutual concern. It involves the employer actively seeking and then taking account of the trades unions' views to help inform decision making. Meaningful consultation depends upon those being consulted having adequate information and time to consider the issue being consulted on. Consultation **should** be undertaken with the aim of reaching agreement, however, parties do not need to reach an agreement for consultation to end.

The University is committed to complying with **its** statutory requirements and **will** consult on:

Collective redundancies - section 188 TULR(C)A

TUPE - Transfer of Undertakings (Protection of Employment) Regulations 2006 Health and Safety

- Safety Representatives and Safety Committee Regulations 1977

The University will also consult on the review of non-contractual **HR policies** and procedures.

Information: The University **will** respond to requests **for** information and **provide** relevant information (**in accordance** with s181 and **s182** TULR(C)A 1992) in a timely manner to trade unions for the purposes **of** collective consultation and collective bargaining and **will** exchange information on areas **of** mutual interest such **as** strategic planning, financial information, programmes, and projects.

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Committee Structure for Information, Consultation and Negotiation

The Joint Negotiation and Consultation Committee (**JNCC**) is the agreed forum (or its sub- committees) for the sharing of information, consultation and negotiation **as** appropriate, on all relevant employment matters affecting staff. The terms of reference for the JNCC is detailed in Appendix **1**.

All **parties acknowledge that** any agreements or decisions **arrived at** in **the** JNCC may be **subject** to the necessary ratification / governance **procedure** for each **of** the respective signatories.

Dispute Resolution

It **is** the aim of all parties that differences **will** be resolved through the established **frameworks** as detailed in this document. Should **a situation arise where these** mechanisms **have been** exhausted through negotiation **or**

consultation, the matter **will be referred** to the Dispute Resolution Procedure as detailed in Appendix 4.

Variation and Review

This Agreement may be amended at any time only with the consent of all Parties and by giving **three months'** notice. Any amendments made **will** be recorded in writing.

All parties agree to review this Agreement after a period of 6 and 12 months from the commencement date and at 12 monthly intervals thereafter.

Termination

This Agreement may be terminated by any party by giving all other parties not less than six months' notice in writing.

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Joint Signatories

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Shearer West, Vice-Chancellor for the University of Nottingham UK/23/10/2024

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Lopa Leach, Branch President, UCU University of Nottingham Branch / 23/10/2024

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Vicki Morris, Branch Secretary, UNISON University of Nottingham Branch / 23/10/2024

D. Brody



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Declan Brady, Branch President, Unite University of Nottingham Branch / 23/10/2024

Document Control

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Appendix 1

Terms of Reference: Joint Negotiation and Consultation Committee (JNCC)

The JNCC **will be the** formal body by which the University exchanges information, consults and negotiates with recognised trades unions.

JNCC will not **discuss** individual **cases**, except when it relates to collective issues.

Membership

The University and **its** recognised trades unions agree to establish a Joint Negotiation and Consultation Committee (JNCC) consisting of representatives of the University and of all the recognised trades unions.

The University will be represented by: The University's Registrar (Chair), Director of **Human** Resources, Faculty Pro Vice Chancellor, Thematic Pro Vice Chancellor and **a** Head of Professional **Service**.

A nominated deputy may attend in the absence of one **of** the management side representatives.

Each recognised **trade** union may be represented by up to **two** representatives plus one Regional **Officer from** each union. Each trade union shall **confirm** the names **of** their representatives to the Chair on an **annual basis and** inform the Chair immediately of any changes in the interim period.

Additional members may be invited to JNCC to discuss particular **issues**, by agreement of all parties of JNCC.

The JNCC **will** be chaired by the University's Registrar.

One representative for each of the recognised trades unions, on matters that relate to their bargaining group, plus two members **of** the University management and the Chair shall constitute a **quorum**.

Frequency

JNCC will meet a minimum of five times a year, normally in January, March, June, September and November. The Chair **may** cancel the meeting if there **are** no agenda items or may **postpone the** meeting if it is not **quorate**.

Sub-committees

Sub-committees of JNCC may be convened or exist for specific purposes, for example, **HR** Policy Reviews. Sub-committees may also be convened to **discuss** issues which may only affect **staff** represented by one particular **trade** union. On these **occasions, negotiations** and consultation **will** be undertaken in the **relevant sub-committee**. **These sub-committees** will report into JNCC. **Frequency** of sub-committees **will** depend on the subject being **discussed** and **any** legally pressing **timetables**. **Matters** of disagreement within the subject should in the first instance **be** referred to

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the Director of Human Resources. Failure to resolve the disagreement with the Director of Human **Resources will** **be** referred to **the** JNCC.

The **subject of the** sub-committee **will** not be introduced until **the** JNCC have made a decision or **the** Dispute process as outlined in Appendix 4 has been concluded.

Secretarial Support

The University **will** provide secretarial support to the Committee, including taking and circulation of minutes for each meeting. Papers for agenda items should be circulated at least 10 **working** days **in** advance of the meeting and **follow** University guidelines **on** format and content.

Conduct of Business

In conducting business **all** parties agree to uphold the values of courtesy, respect and confidentiality. Matters which are to remain confidential to **members of JNCC will** be noted on the agenda and agreed at the outset of each meeting.

Time off for Trade Union Duties and Activities

The University **acknowledges** that **trade** union representatives require **reasonable** time to undertake duties **associated** with their **trade** union **work** and **will** provide facility time to each recognised trade union, for **use** by their representatives, as follows:

UCU: 4 x full time equivalent **posts** **Unison:**
2 x full time equivalent posts **Unite:** **2** x full
time equivalent posts.

Each trade union shall decide how to **use** this facility time to provide representatives with time to **fulfil** their union **duties** which **will include**:

negotiations in relation to collective bargaining under this Agreement

consultation over collective redundancies, TUPE transfers and HR policy reviews.

to prepare **for** and / **or** accompany a university employee to any formal meeting or hearing where such provision **is** given within the relevant policy **or** procedure.

to represent the union at the JNCC and established **sub**-committees of the JNCC.

The University **will** pay **trade** union representatives for time **off** to **carry** out their **trade union duties**. Paid time **off work will** be at full pay, including the payment of any allowances that would have **normally been** applied.

Subject to the agreement of the University, which shall not be unreasonably withheld, trade union representatives **will** be permitted reasonable paid time **off** during working **hours** to attend training **courses** run by the union or other appropriate bodies which are relevant to the discharge of their **trade union duties**.

Trade union appointed health and safety representatives **are** entitled to **such** paid time during their working hours off **as** is **necessary** to perform their functions under **health** and **safety** legislation, including attendance **at** the UoN Health and Safety Committee and other relevant committees **as agreed with** the University's Director **of Health** and Safety.

Trade Union Activities

There is no statutory requirement to pay **union** representatives for time **off work** taken to undertake trade union **activities**.

However, the University recognises the importance of effective communication between recognised trades unions and union members **and will therefore allow** the allocated paid facility time detailed within this Agreement to be used by union representatives for reasonable time **off work** to carry out **trade** union activities, provided that:

the total amount of paid time **off** for undertaking trade union duties and trade union activities **does not exceed the allocation** of paid facility time to the relevant trade union under this Agreement
the relevant union complies with the reporting requirements in this Agreement **in** relation to paid **facilities time**.

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Where time **off** to **undertake trade union activities** cannot be **accommodated** within the **allocated** paid facilities **time** detailed within this Agreement, this time off **will** be unpaid.

If any branch representative is elected to a regional or national seat, discussions will take place between the University and the relevant union about whether additional time off should be granted.

There is no right to time off for trade union activities which themselves consist of industrial action whether **or** not in contemplation of furtherance of a trade dispute.

Requesting Time Off

Trade union representatives should request time off to undertake their trade union duties and activities with their line manager as soon as reasonably practicable and should inform them of the purpose of such time **off** (whilst preserving confidential information) and the timing and duration of time off required, including preparation time for marking and teaching.

The University agrees to ensure **that** managers are familiar with the rights and duties of union representatives regarding time off as detailed in this Agreement and the University's legal requirements to formally communicate **and** consult on health and **safety** matters. **It shall** be the responsibility of the trades unions to ensure that their representatives are familiar **with** the contents of this Agreement.

Union representatives should try and minimise disruption by being prepared to be as flexible as **possible** in seeking time **off in** circumstances where the immediate or unexpected needs of the University make it difficult to provide cover in their absence. Equally, **the** University recognises the mutual obligation to allow union representatives to undertake their duties and activities.

Review of Facilities Time

An annual review of Facilities Time (and the University's agreement that such time can be used to carry out trade union activities) **will** be undertaken every 12 months **from** the commencement date of this Agreement. The current allocation within this Agreement **reflects** the **University's** commitment to effective employee relations and the delivery **of** the University's HR Transformation Programme.

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Appendix 3

Facilities Agreement

This **Facilities Agreement between** the University and **its** recognised trades unions **sets** out the **facilities** which the University will provide to enable recognised **trades** unions to **represent the** interests of **their** members who are employees of the University.

These include, as may reasonably be required:

Allocated furnished office for each of the recognised trades unions on University Park campus for

the purposes of meetings, office accommodation, discussions with individual union members and other legitimate trade **union use**.

Trades union notice boards and attendance **at information fair** for **new starters**.

Ability to book rooms for union members' meetings.

Dedicated computers, access **to** shared printers, **access** to the internet and **use** of IT **networks**.

Access to photocopying facilities.

Access to landline telephone.

Building maintenance support services.

Use **of** services (gas, water **and** electricity).

Check-**off** facility for monthly **trades** union subscriptions.

Information on **recognised trades** unions provided as part of **UoN** staff induction, including details on **how** to join.

Quarterly list of **new starters** and **leavers**, providing GDPR requirements have been met which facilitate the sharing of data.

The University **will ensure that managers are familiar with this** Agreement and operate in accordance with its **provisions**. Should **any** disagreement **arise** regarding the **provisions** of **this** Facilities Agreement, it **will be resolved** by a nominated **senior** member **of** Human **Resources** and a senior representative of the trade union involved.

Dispute Resolution Procedure

It is the aim of all Parties that **differences will be resolved** through the established frameworks as outlined in the Recognition Agreement. Should a **situation arise** where all scope for progress through normal consultation and negotiation has been exhausted, either the University or trade union may invoke the following Dispute Resolution Procedure:

The University or trade union will provide notice in writing to all relevant parties that it is in **dispute**, outlining the **basis** for the dispute, **and** confirming that they are initiating **the** Dispute Resolution Procedure. Where the Dispute Resolution Procedure is initiated by the trade union, **formal** notice should be sent to the University's Director of Human Resources. Where the Dispute Resolution Procedure is initiated by the University, formal notice should be sent to the Regional Officer of the trade union, copying in local Branch Secretary / President/Chair.

Following receipt of a dispute notification, the parties will agree, normally within **7** working days, on dates for at least two meetings to seek to resolve the dispute. Unless agreed otherwise, these meetings will normally take place within **15** working days of receipt of the formal notification of the dispute.

Membership at a Dispute Resolution meeting will normally consist of the Union Regional Official and nominated branch representatives, the Chair of the JNCC, Director of **HR**, the Deputy Vice-Chancellor and nominated senior members of the University.

Further meetings may take place by mutual agreement between the parties, together with the timeframe for such meetings.

If there is no agreement at the end of the Dispute Resolution meetings, the matter **may** be referred to ACAS for conciliation with the agreement of all parties. A decision on this should normally be made within five working days of the final Dispute Resolution meeting.

Once the Dispute Resolution Procedure has been exhausted and **if** no resolution has been reached, the University **will** confirm in writing that **the** Dispute Resolution Procedure has concluded.

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