



University of  
St Andrews

# Recognition agreement between the University and the recognised Trade Unions

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## 1. Recognition agreement

1.1 between the University of St Andrews (Employer) and

- UCU Trade Union)
- UNISON (Trade Union)
- UNITE (Trade Union)

## 2. Definition of terms

2.1 In this Agreement:

<b>The University</b>	Refers to University of St Andrews
<b>The Trade Unions</b>	Refers to the University of St Andrews Branches of UCU, UNISON, UNITE
<b>Employees</b>	Refers to all employees of the University of St Andrews

## 3. Commencement date

3.1 This Agreement commences on 4 July 2019 and supersedes any previous agreements.

## 4. Purpose and scope

4.1 The University and its recognised Trade Unions share a common interest in securing the aims, plans, goals and objectives of the University and through these the continued development and success of the University, its employees and students.

4.2 The purpose of this agreement is to determine trade union recognition and representation within the University and establish a framework for consultation and collective bargaining. The agreement is not intended to detract from an individual right of access to management or the University's right to communicate directly with employees or the unions' right to communicate with their members and conduct union business in accordance with TUS rules. The key and overriding principles of this agreement are for management and unions to work together in partnership to build positive relationships in the workplace, to foster constructive collaboration and to seek effective and forward-looking dialogue and agreement on terms and conditions of employment and related staffing issues.

4.3 The parties have identified common objectives they wish to pursue and achieve. These are:

- to ensure that employment practices within the University are conducted reasonably.
- to ensure effective communication with all employees throughout the University.
- to achieve greater participation and involvement of all employees in the issues to be faced in running and developing the University.
- to ensure that equal opportunities are offered to employees and that the treatment of employees will be fair and equitable and, subject to the provisions of confidentiality, be transparent in all matters of employment.

## 5. General principles

5.1 The University and the Trade Unions accept that the terms of this agreement are binding in honour upon them but do not constitute a legally enforceable agreement.

- 5.2 The Trade Unions recognise the University's responsibility to plan, organise and manage the work of the University in order to achieve the best possible results in pursuing its overall aims and objectives.
- 5.3 The University recognises the Trade Unions' responsibility to represent and protect the interests of their Members.
- 5.4 The University will supply information about Trade Unions to newly appointed employees.
- 5.5 The University advises employees of their right to become and remain members of an appropriate union in accordance with this agreement.
- 5.6 The University and the Trade Unions recognise their common interest and joint purpose in furthering the aims and objectives of the University and in achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintain good industrial relations.
- 5.7 The University and the Trade Unions accept the value of appropriate joint consultation and collective bargaining in securing their objectives. They acknowledge the value of up to date information on important changes which affect employees of the University.
- 5.8 The University agrees to facilitate the ability of all their employees to advance the goals and objectives of the organisation by valuing their input in the development of a collegial working environment.
- 5.9 A full list of the Trade Union Bargaining Groups is set out in [Appendix B](#).

## **6. Union representation**

- 6.1 The University recognises the three named trade unions as the Trade Unions with which it will consult and negotiate in all matters set out in this agreement.
- 6.2 The University recognises UCU, UNISON and UNITE as the bodies representing employees for the purposes of informing and consulting, negotiation and collective bargaining for the workforce. Subject to clause 4.2 informing and consulting employees will take place through recognised representatives of the three Trade Unions.
- 6.3 The University accepts that the Trade Unions' members will elect representatives in accordance with their Union rules to act as their spokespersons in representing their interests.
- 6.4 The Trades Unions agree to inform the University through the Director of HR of the names of all elected representatives in writing within five working days of their election and to inform the University in writing of any subsequent changes, each time within five working days of the change having taken place. Persons whose names have been notified to the University shall be the sole representatives of the Trade Union membership, and the representatives of employees for the purposes of information and consultation, negotiation and collective bargaining.
- 6.5 The University recognises that Trade Union representatives fulfil an important role and that the appropriate discharge of their duties as union representatives will in no way prejudice their career prospects or employment with the University as supported by the [Dignity and Respect at Work Policy](#) and the Equality Policy. The University will undertake the check-off

of trade union subscriptions for any employee requesting this facility. Arrangements will be subject to compliance with the legislative requirements in place from time to time.

## **7. Time off for Union meetings and other facilities**

- 7.1 Facility Time generates benefits for employees and managers and helps to deliver effective joint working between union reps and employers. The campus unions note the current obligation on the University of the Trade Union (Facility Time Publication Requirements) Regulations 2017. Campus unions will provide to the employer the information required to meet the facility time publication requirements.
- 7.2 Meetings of Union members jointly or by each individually recognised Trade Union may be held on the University's premises, where practical, at reasonable time and with reasonable frequency. Such meetings will be open to all employees who are members of the recognised Trade Unions.
- 7.3 Where necessary for the purposes of informing and consulting the workforce, meetings may be organised by the Unions on the University's premises, where practical, at reasonable times and with reasonable frequency. Such meetings will be open to all employees.
- 7.4 Trade Union meetings, for members, may be held on the University's premises inside working hours at reasonable times and with reasonable frequency. For General Meetings the Trade Union/s shall provide the University with a timetable of regular meetings or give at least five working days' notice of the intention to hold a meeting.
- 7.5 Subject to the University's right to withdraw access at any time for any reason the University agrees to provide reasonable access to facilities to the Trade Union representatives where necessary to enable them to discharge their duties appropriately.
- 7.6 Subject to the agreement of the University, Trade Union representatives will be granted appropriate and reasonable paid time off to attend training courses run by the Trade Union or other appropriate bodies which are relevant to the discharge of their Trade Union duties.
- 7.7 Trade Union representatives will be permitted to take reasonable paid time off during working hours to enable them to carry out their duties under this agreement. The amount of time off will take into account preparing for meetings, attending meetings, informing members of progress and outcomes of meetings, and representing members. The University will grant an amount of time off with pay as is reasonable in all the circumstances. In this respect, the trade unions must be aware of and prioritise the University's circumstances and operational requirements when requesting time off. These will include academic and support requirements, working arrangements and health and safety considerations. In accordance with the principles of the ACAS Code of Practice on Time Off for Trade Union Duties and Activities Section 4 Paragraphs 35-42, the University's line managers and Trade Union representatives must seek to agree mutually convenient times to minimise the operational impact of the time off.
- 7.8 Whilst all reasonable time off for the purpose of taking part in Trade Union activity as per ACAS code of practice will be agreed, a system of financial compensation for the Schools/Units providing trades union representatives will be put in place. This system is a notional way of calculating financial compensation, not a limit to the amount of time representatives may take off. The system will be based on membership numbers. Each member will equate to 1 hour time off, a further 50 hours per year will be added for each

Union. Time off shall be calculated every July and implemented every August utilising the memberships of the trade union.

- Example: Branch membership= 150 x 1 hour = 150 hours + 50 hours = 200 hours' time off, annually.

7.9 Where such duties cannot be carried out as part of the normal working day as much notice as possible will be given of the need to take time off. Part-time staff or those employees who work hours outside the standard office hours shall not be discriminated against.

## **8. Time off for Health and Safety Representatives**

8.1 The Trade Unions are responsible for the appointment of Health and Safety Representatives. The University has a duty to permit safety representatives reasonable time off with pay for the purposes of:

8.1.1 Performing their function under section 2(4) of the Health and Safety at Work Act 1974 and paragraph (1) (a) to (h) of Regulation 4 of Safety Representatives and Safety Committee Regulations 1977.

8.1.2 Undergoing reasonable training in order to carry out the function referred to at 8.1.1.

## **9. Time off for Union Learning Representatives**

9.1 Accredited and sufficiently trained Union Learning Representatives are entitled to take reasonable time off for the following purposes in respect of trade union members:

- Identifying and analysing learning or training needs;
- Providing information and advice about learning or training matters;
- Arranging learning or training;
- Promoting the value of learning and training;
- Consulting the University's Management in relation to such activities;
- Preparation in relation to such activities;
- Undergoing training to carry out their duties and responsibilities.

## **10. Joint Negotiating and Consultation Committee**

10.1 The University and the Trade Unions agree to set up a Joint Negotiating Committee (**JNCC**) consisting of representatives of both sides.

10.2 The **JNCC** shall be governed by an agreed written constitution which will be attached to this agreement in [Appendix A](#).

10.3 The University will fulfil its obligations under current employment legislation relating to the disclosure of information. The University undertakes to make reasonable endeavours to supply the Trade Unions with the necessary and appropriate information for it to carry out effective consultation and negotiation. This shall include the University's employment policies and procedures and proposed amendments and additions.

10.4 The University and the Trade Unions recognise the following issues as falling within the remit of the Joint Negotiating Committee:

- terms and conditions of employment;

- pay (when not covered by JNCHEs) and grading;
- pensions (when not covered by UK-wide arrangements);
- redundancy policy;
- reorganisation or restructuring of organisational units or of work likely to result in redundancy or the movement of staff to different areas;
- individual and collective grievance policy and procedures;
- disciplinary policy and procedures;
- capability policy and procedures;
- sickness absence policy and procedures;
- health and safety.

10.5 This list is not exclusive, and both sides may bring other subjects to meetings for discussion. It is the aim of both sides to achieve satisfactory resolution of as many issues as possible through early engagement.

10.6 Where the Trade Unions and the University are unable to reach agreement the dispute procedure set out in this document may be invoked. Should the dispute procedure not produce a resolution, the University reserves the right to implement such decisions as it considers appropriate, to ensure that its obligations in law are met.

10.7 The Trade Unions reserve the right to engage with their members and campaign on any unresolved issues including balloting members for Industrial Action.

## **11. Special Interest Groups**

11.1 From time to time the employer's side may meet with the representatives of one (or more) of the three recognised unions as a Special Interest Group (SIG). The purpose of each special interest group will be to negotiate and consult on issues which are of direct relevance only to that bargaining group. The membership of each SIG committee will be agreed by each SIG. The administration and those eligible to participate as representatives of the SIG will follow the process set out in the JNCC constitution. Such meetings will be consistent with the object and scope of the JNCC as set out in this document. Minutes of each special interest group will be reported to the JNCC for information. Issues of negotiation which require agreement and which relate to each distinct bargaining group, will be the sole responsibility of each Special Interest Group. The outcomes and agreements reached will be reported back to the JNCC.

## **12. Grievances and Discipline**

12.1 The University recognises the Trade Unions' right to represent the interests of all or any of their members at all stages during grievance and disciplinary procedures and to call in Union representatives who are not employees of the University wherever this is considered appropriate, for example, Full Time Officials.

12.2 The University undertakes to inform the Trade Union representatives immediately of the name of any trade union officer faced with disciplinary action to enable the Union to make appropriate arrangements for representation. This information will be limited to the name of the officer only and only upon the University obtaining that individual's consent.

12.3 Trade Union representatives will be permitted to spend reasonable paid time inside working hours to discuss grievance, disciplinary or sickness absence matters with affected employees, and to prepare their case, in accordance with ACAS Code of Practice.

**13. Variations**

13.1 This Agreement may be amended at any time with the consent of all parties.

**14. Dispute**

14.1 Any material dispute regarding the application of this agreement which may significantly impact upon a significant number of employees shall be referred to the VP Governance.

14.2 An extraordinary JNCC, to which Regional Officers can attend, will be held within 21 days the purpose of which will be to reach agreement and resolve the dispute.

**15. Termination**

15.1 The parties to this Agreement reserve the right to terminate it by giving three months' notice in writing.

**16. Review**

16.1 To be reviewed one year after implementation date and subsequently biennially thereafter.

SIGNED: *Alastair Wood* DATE: 1. vii. 19  
for (the University of St Andrews)

SIGNED: *Gemma Donald* DATE: 1-7-19  
For UNISON

SIGNED: *ZZ* DATE: 1.7.19  
For UCU

SIGNED: *MA* DATE: 4/7/19  
for UNITE

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## **Appendix A: Constitution of the Joint Negotiating and Consultation Committee**

### **1. Title**

- 1.1 The Committee shall be known as the Joint Negotiating and Consultation Committee, known as the JNCC.

### **2. Object**

- 2.1 To establish a workable and effective arrangement for good industrial relations, for the avoidance of any misunderstanding and for the promotion of joint participation in all matters of common interest and concern on a genuine consultative and negotiating basis at the University, as outlined in Clause 10 of the Recognition Agreement.

### **3. Meetings**

- 3.1 Meetings of the JNCC shall normally be every two months with a prepared agenda which shall normally be issued seven days before each meeting. The Agenda shall provide for any other business of an urgent nature to be discussed.
- 3.2 Special meetings may be called by either the Trade Unions or the University. Such meetings must be convened within fourteen days, unless the side requesting the meeting agrees otherwise, but always within twenty-eight days.

### **4. Scope of Committee**

- 4.1 The JNCC is authorised to consider and negotiate on all matters specified in Clause 10 of the Recognition Agreement.

### **5. Constitution**

- 5.1 There shall be an employer's side and a Trade Union side.
- 5.2 Each Union may nominate up to 2 members to attend the meetings. Those attending need not be the same for each meeting.
- 5.3 The meetings will be attended by Vice-Principal Governance, Chief Legal Officer, Director of HR and an HR Officer (when appropriate).
- 5.4 Each side shall confirm the names of its representatives on an annual basis and inform the other immediately of any changes in the interim period.
- 5.5 Each side shall make every effort to send its confirmed representatives to each meeting but substitution will be permitted on both sides where it cannot be avoided.
- 5.6 The University and the Trade Unions will be entitled to have appropriate advisors in attendance, where appropriate, who will have speaking rights. Each side shall give a minimum of seven days' notice to the other side of its intention to invite such advisors to the meeting.
- 5.7 The Chairperson for each meeting will be the Vice-Principal Governance, unless agreed otherwise.

- 5.8 The University will provide a secretary who will be responsible for convening meetings, preparing agenda in consultation with both sides, and taking and circulating minutes. Minutes shall be subject to the agreement of the Committee agreed at each subsequent meeting.
- 5.9 Meetings shall be judged to be quorate if all three Trades Unions are represented and if two members of the management side are present.
6. **Status of Resolutions**
- 6.1 Resolutions of the JNCC shall not be binding on either side but shall be recommendations only to the respective parties (the University of St Andrews and the Unions) whose ratification shall be required before agreement is deemed to be reached.
7. **Communications**
- 7.1 Members of both sides shall be afforded reasonable facilities to visit and communicate with all offices and employees of the University.

## **Appendix B: University of St Andrews Trade Union Bargaining Groups Memorandum of Understanding**

This memorandum of understanding is agreed by the three recognised trade union branches at the University of St Andrews (UCU, Unison and Unite). All three unions recognise that:

- members of staff (employees or workers) at the University have the right to join the union of their choice;
- each union may well have members in grades or job types they do not normally represent/recruit from;
- we share a mutual interest in maximising union membership and promoting local co-operation between union branches.

For the purposes of collective consultation and negotiation with the University of St Andrews, the unions recognise one another's bargaining groups as set out below. This recognition in no way inhibits the rights of individuals to belong to their preferred union, or to be represented by that union.

### **UCU**

- All academic and academic-related staff (AC/AY, AO, AR, AD/AZ)
- All academic related staff (managerial, specialist and administrative staff in groups AD/AZ) at grade 6 and above
- Managerial, specialist and administrative staff at grade 6 and above (CG/CZ)
- Technical and experimental staff at grade 6 and above (TG/TZ)
- Operational and facilities staff at grade 6 and above (RS/RM/MC/MT)

### **Unison and Unite**

- All non-academic-related managerial, specialist and administrative staff in groups CG/CZ in grades 1-5
- All operational and facilities staff in groups RS/RM/MC in grades 1-5
- All technical and experimental staff (TG/TZ) in grades 1-5
- All operational and facilities staff in group MT in grades 1-5