



## 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.

## 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.

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.

**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.

## **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**

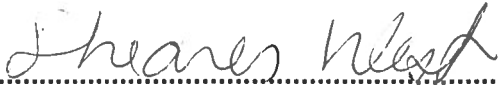
This Agreement may be amended at any time only with the consent of all Parties and by giving three months' notice. Any amendments made will be recorded in writing.

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.

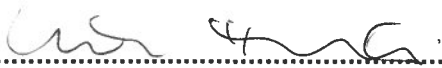
**Joint Signatories**



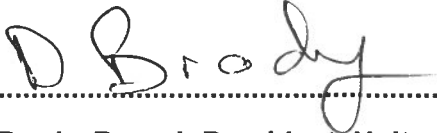
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**Shearer West, Vice-Chancellor for the University of Nottingham UK / 23/10/2024**



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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**



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

**Document Control**

- Approved on: 23 October 2024
- Last reviewed and updated: 23 October 2024

### **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

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.

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.

### 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.