

# Recognition and Procedural Agreement

August 2014

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# Recognition and Procedural Agreement

## Summary

### What is this Agreement about?

The purpose of this Agreement is to set down local representational, consultative and negotiating arrangements between the University and the signatory trade unions for determining conditions of service, excluding pay and nationally negotiated conditions, for all staff employed within the institution other than those whose salary is determined by the Remuneration Committee of the Board of Governors.

### Who is this Agreement for?

This Agreement applies to accredited representatives and the senior management of the University.

### How does the University check this Agreement is followed?

The University Negotiating and Consultative Committee (UNCC) is the forum by which negotiation, consultation and communication between management and the trade unions signatory to this Agreement will normally take place. Any issues arising concerning the effectiveness of this Agreement would be discussed there.

### Who can you contact if you have any queries about this Agreement?

If you are external to the University and you have any queries please contact the HR Service Centre at [hrenquires@port.ac.uk](mailto:hrenquires@port.ac.uk). If you are internal to the University please contact your HR Business Partner.

## 1. Introduction

- 1.1 This Recognition and Procedural Agreement is between the University of Portsmouth and:
  - University and College Union (UCU) in respect of academic, research and related staff;
  - Unison in respect of support staff.
- 1.2 The University believes that fully representative unions lead to good employee relations and will therefore encourage its employees to belong to an appropriate trade union, although membership is not a condition of employment.
- 1.3 The University and the unions have a common objective of ensuring the success of the University. Both sides agree that their pursuit of this common objective under this Recognition and Procedural Agreement shall be by:
  - negotiation – for the purpose of reaching agreements and avoiding disputes;
  - consultation – for the exchange of views to influence decisions;
  - communication – for keeping each side fully informed of all relevant matters.
- 1.4 The purpose of the Agreement is to set down local representational, consultative and negotiating arrangements between the University and the signatory trade unions for determining conditions of service, excluding pay and nationally negotiated conditions, for all staff employed within the institution other than those whose salary is determined by the Remuneration Committee of the Board Governors.

## 2. General principles and objectives

- 2.1 The University and the signatory trade unions agree:
  - 2.1.1 To promote harmonious employer/employee relations through the development of effective joint consultative and negotiating machinery.
  - 2.1.2 To support collective bargaining as the most effective means of reaching agreement.

- 2.1.3 To ensure the continuing viability and development of the institution by adopting a flexible approach and pursuing efficient, fair and equitable and cost-effective management and labour practices.
- 2.1.4 To make genuine and committed efforts to resolve matters of common interest through consultation and/or negotiation.
- 2.1.5 To engage in the regular review and development of policies, procedures and collective agreements.
- 2.2 The unions recognise the University's responsibility to plan, organise and manage its activities according to the objectives set by its governing bodies.
- 2.3 The University recognises the unions' responsibility to represent the interests of their members and to work for good conditions of employment and work, according to the unions' policies, for the employees covered by this Agreement.
- 2.4 The unions accept that management has a responsibility to keep employees directly informed of matters concerning the activities of the University, but this does not obviate the requirement under this Agreement to negotiate and consult through the recognised machinery on matters covered by this Agreement.
- 2.5 The University undertakes to disclose information to inform the collective bargaining process and to arrange discussions within the machinery provided as quickly as possible with the aim of settling the issue as soon as is reasonably possible. It is expected that the recognised unions will inform the University of relevant information through the UNCC.

### 3. Recognition

- 3.1 The University recognises the UCU and Unison as the signatory trade unions prescribed in this Agreement as the exclusive agents for the purposes of collective bargaining with the University or its representatives.
- 3.2 The University will act in good faith and have due regard to recommendations of the Joint National Committee for Higher Education Staff (JNCHES) when determining pay and conditions. Any decision not to implement such recommendations would be advised in advance to the trade unions and arrangements made to negotiate with the recognised trade unions, through the UNCC structure and within the governance arrangements of the University.
- 3.3 All signatories accept the requirement to convene jointly within the forums established for the purposes of consultation and negotiation.

### 4. Consultation/Negotiation/Communication

- 4.1 The UNCC is the forum by which negotiation, consultation and communication between management and the trade unions signatory to this Agreement will normally take place. On occasion developing and drafting will be delegated by the UNCC to working groups.
- 4.2 The signatory trade unions are recognised for consultation and negotiation purposes for all staff within the institution other than those whose salary is determined by the Remuneration Committee of the Board of Governors.

### 5. Participation/Representation

- 5.1 The trade unions who are signatory to this Agreement, UCU and Unison, shall jointly participate in the meetings and business of the UNCC and working groups.
- 5.2 The parties will have due regard to the need to limit the numbers of representatives attending meetings to ensure efficient and speedy resolution of business. The maximum number of local representatives from each party will be as listed below.

	UNCC	Quorum
UCU	5	2*
Unison	5	2*
Management	5	2

\*One if full-time official is present.

- 5.3 It is recognised that from time to time a full-time official of the relevant trade union(s) may be in attendance at meetings of the UNCC or working groups.

- 5.4 From time to time working groups will be set up by the UNCC or the Director of HR for specific purposes, for example, to develop and/or review employment policies and procedures or to discuss matters of common interest to particular groups of staff. Representatives from both recognised unions will be invited to participate in any such working groups as appropriate. The outcomes of the working groups will be reported to the UNCC for consideration.
- 5.5 Representatives from both recognised unions will be invited to attend HERA scoring panels as observers for their respective representational group.

## 6. Procedures

- 6.1 The establishment of this local Agreement shall not detract from an individual employee's right to have direct access to management or management's right to communicate directly with staff or from the signatory trade unions' rights to communicate with its members.
- 6.2 In order to maintain and develop positive relationships, matters of joint interest should be discussed without undue delay and resolved at the earliest stage through constructive dialogue.
- 6.3 Local consultation and negotiation shall take place between representatives of management and the signatory trade unions in a spirit of goodwill with a view to reaching early understandings and agreement.
- 6.4 It shall be the intention for the UNCC to meet on an agreed regular basis with a minimum of 4four per year. The UNCC shall establish arrangements for the conduct of business to ensure that sufficient time is allowed for effective consultations and that business is dealt with promptly. Management will provide administrative support for the UNCC. The chair shall alternate annually (January) between the management and trade union sides.
- 6.5 Requests for special meetings of the UNCC may be initiated by either side. Normally such meetings shall take place within ten working days of the request being made.
- 6.6 Recommendations from working groups must be referred to the UNCC for approval.
- 6.7 In the event of the UNCC failing to resolve an issue, the relevant signatory trade unions and the management representatives shall consider the matter jointly and may invoke the Collective Disputes Procedure.
- 6.8 In the event of a local disagreement on the interpretation of any JNCHES joint recommendations, use may be made of the JNCHES management side secretary and the appropriate recognised JNCHES union side secretary to assist in resolving those disagreements, should both parties locally decide to request such referral.

## 7. Variation, duration and termination of this Agreement

- 7.1 Variations or changes in this Agreement may only be made with the mutual agreement of all parties.
- 7.2 Signatories to this Agreement may terminate the Agreement by giving six months notice in writing to other parties.
- 7.3 The Agreement shall operate from the date of all parties signing this formal document.

## 8. Signatories

Peter Brook, Director of Human Resources

Chris Burke-Hynes, Chair, Unison

James Hicks, Chair, UCU

Effective Date: 1 August 2014

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