

# TRADE UNION RECOGNITION AGREEMENT

November 2023

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1. Introduction

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. Membership of a trade union is not, however, a condition of employment.

2. Parties

This Agreement is made between the University of Portsmouth and:

- A. University and College Union in respect of academic, research and related employees; and
- B. Unison in respect of employees in support roles.

Collectively “the Parties” for the purposes of this Agreement.

Any employee whose salary is determined by the Remuneration Committee of the Board of Governors is not included within the scope of the University recognition.

3. Definitions

All Parties: The University and both UCU and Unison.  
Management: The University Executive Board (commonly referred to as UEB) or equivalent group if amended in the future.  
The University: The University of Portsmouth.  
Trade Unions: UCU and Unison.  
Trade Union Representative: An employee of the University who has been elected or appointed in accordance with the rules of the relevant Trade Union to be a representative of all or some of their members within the University.  
UCU: University and College Union

4. Status

This Agreement commences on **3 October 2023** and supersedes any and all other agreements made between the Parties, except the ‘Local Framework Agreement on Pay and Conditions’ (**LFA**). It shall be reviewed every 3 years and shall continue in force until either party terminates it by giving the other not less than 6 months’ notice in writing.

Any variations to this Agreement must be agreed in writing between All Parties.

All Parties accept that the terms of this Agreement are binding in honour upon them but do not constitute a legally enforceable agreement.

## 5. General Principles

All Parties acknowledge and recognise that:

- The University exists to fulfil its aims and objectives, as set out in its vision and University strategies;
- Their common interest and purpose are in furthering the aims and objectives of the University and establishing and maintaining the ongoing business success of the University;
- They need to work in partnership for the benefit of the current and future students and employees, taking into account the future financial sustainability of the University;
- This agreement is not intended to detract from an individual's right to access to Management within the University, or the University's right to communicate directly with employees, or the Trade Unions' right to communicate with its members;
- They must commit to working together in respect of information, consultation and negotiation; and
- They shall work in the spirit of goodwill with a view to reaching early understanding and agreement.

The University agrees that it will consult and negotiate only with the recognised Trade Unions concerning the matters covered by this Agreement.

The Trade Unions agree to work constructively with the University and to recognise the fundamental right of the University to be responsible for its organisation and management, to achieve its vision.

The University recognises the right of the Trade Unions to undertake their responsibilities under this Agreement to represent employees on both collective and individual issues.

It is recognised that the Trade Unions undertake negotiation and consultation on behalf of all employees in their bargaining groups, not just their members.

## 6. Objectives

All Parties agree that they have common objectives to:

- a. Maintain good employment practices and employee relations;
- b. Maintain and facilitate effective communication with the University's employees; and
- c. Ensure that all employees are treated fairly and equitably.
- d. Support employer/employee relations through effective collective bargaining.

All Parties accept the need for consultation and negotiation in securing these objectives and to this end, acknowledge the importance of sharing relevant information on the issues of common interest.

All Parties agree, where possible, there shall be a timely response to and resolution of any issues raised by any party, particularly where there is a direct impact on University employees.

## 7. Information

The University agrees to fulfil its obligations under employment law relating to the disclosure of information, taking into account, as a minimum, the provisions of the ACAS Code of Practice ‘Disclosure of information to trade unions for collective bargaining purposes’\*, in order to facilitate meaningful and effective consultation and negotiation including on:

- a. The University’s economic situation;
- b. Decisions likely to lead to substantial changes in work organisation or contractual relations;
- c. Non-contractual employee benefits; and
- d. Equal pay.

The Trade Unions will also be provided the opportunity to feedback on job evaluations.

All Parties commit to keeping each other informed on all matters listed above, such information to be provided in good faith and in a timely manner.

\*The ACAS Code of Practice ‘Disclosure of information to trade unions for collective bargaining purposes’ covers, as a minimum, information relating to the following areas: pay and benefits; conditions of service; manpower; performance; and financial.

## 8. Consultation

The University will consult with the Trade Unions in accordance with its statutory obligations on matters relating to:

- a. Proposed collective redundancies;
- b. Matters of health and safety;
- c. Occupational pension schemes;
- d. Proposed changes to policies or implementation of new policies; and
- e. Management and operation of the job evaluation process.

Consultation is a means of All Parties having the opportunity of putting forward and jointly considering alternative options to the University’s initial proposal. It involves an opportunity for All Parties to jointly examine and discuss issues of mutual concern. Within the process All Parties have the opportunity to influence decisions and their application, and seek acceptable solutions to any problems that may arise. It is important to note, for the avoidance of doubt, that within consultation the outcome does not need to be agreed by All Parties, although as per the terms of this agreement the aim is for All Parties to work together and reach agreement where possible.

## 9. Negotiation

The University will seek to negotiate with the Trade Unions on matters relating to:

- a. Employment Contracts;
- b. Content of grading review procedure (as documented in the LFA);
- c. Pay (Salary/Hourly rates)\* including:
  - i. pay structure (as documented in the LFA);
  - ii. cost of living payments (as negotiated through UCEA);

- iii. pay increments;
  - iv. market supplements (as documented in the LFA);
  - v. unsocial hours payments (as documented in the LFA);
  - vi. overtime payments (as documented in the LFA); and
  - vii. allowances (as documented in the LFA).
- d. Working Hours; and
  - e. Holiday entitlement.

Negotiation is a two-way process undertaken between All Parties with an aim to reaching an agreement on issues of common interest. Once an agreement has been reached, it is signed and incorporated into the relevant employees' contracts of employment. If an agreement is not reached it will be recorded as a 'failure to agree'. Further information can be found in paragraph 10.f.

\*Matters negotiated nationally including annual pay awards, will not be the subject of local negotiation.

If pay bargaining arrangements at the University cease to be negotiated at a national level including in circumstances where the University and the Trade Unions have agreed to withdraw from national pay bargaining, we will review the position and update this agreement.

## 10. Committee

### a. JNC

The JNC (Joint Negotiating Committee) is the forum by which consultation, negotiation and communication between Management and the Trade Unions will usually take place in relation to the items set out in section 7, 8 and 9 of this Agreement. In addition, they facilitate the exchange of information between the University and the Trade Unions.

At the JNC meetings the University will provide the Trade Unions with information regarding any significant recent and/or probable developments of the University's activities and/or economic situation.

### b. Frequency of meetings

The JNC shall meet at least 3 times per year or as often as necessary to maintain good employee relations. At the start of the academic year a forward plan will be agreed at the first JNC meeting, confirming the proposed timings of the following JNC meetings.

All Parties shall have the ability to call a meeting of the JNC on provision of 1 month's written notice to the other Parties:

- A request from a Trade Union for an additional meeting should be sent to the Chief People Officer.
- A request from the University for an additional meeting should be sent to the Regional Official or Officer of the relevant Trade Union.

Any Party calling a meeting pursuant to this process will take the lead on the administrative and practical requirements for the meeting. Except where altered by this sub-section, the meeting preparation and operation will be the same as set out below in the remainder of this section.

**c. Attendance at meetings**

At any meeting of the JNC, membership will normally consist of:

- up to 5 members representing the University; and
- up to 5 members representing each of the University's recognised Trade Unions.

A quorum shall be 2 members from each party unless otherwise mutually agreed. It is recognised that a full-time official of the relevant trade unions shall attend the meetings whenever possible, but that they do not count towards the quorum of the meetings.

A University representative shall also attend to keep minutes at the meetings, they shall attend in addition to the number of members listed above.

**d. Preparing for a JNC meeting**

The date of the meeting, details of the person chairing the meeting and the person providing the administrative support shall be communicated to All Parties at least 1 month in advance by a University representative.

The chair of JNC meetings shall alternate annually between a University representative and a Trade Union Representative. A University representative will provide administrative support for JNC including arranging an agenda setting meeting and the keeping of minutes.

**e. Agenda**

An agenda setting meeting will usually take place 7-10 working days prior to the date of the JNC meeting. It is intended that this meeting will usually take place in a virtual setting, however it is agreed there may be times when a hybrid setting is more appropriate.

This agenda setting meeting shall be attended by a lead union representative for each Trade Union and a representative from the University. Each individual attending the meeting shall ensure they have been fully briefed by those they represent, to enable them to ensure all relevant matters are added to the agenda.

Supporting papers and/or documents, for each agenda item, shall be sent to the relevant University representative, no later than, 6 working days before the date of the JNC meeting so that they are able to circulate them to All Parties 5 working days before the date of the JNC meeting.

**f. Format of a JNC meeting**

It is intended that a JNC meeting will usually take place in person, however it is agreed there may be times when a hybrid or virtual setting is more appropriate. The chair of the JNC meeting will take the attendees through the agenda that has been agreed.

There will be no 'any other business' at the JNC meetings, except where circumstances have arisen since the deadline for submitting agenda items, therefore it is imperative All Parties submit items for the agenda as set out above in section 10e.



The meeting may be adjourned and/or reconvened at a time to be mutually agreed at the request of any Party for separate private discussions. In the event that there is a failure to agree by the JNC on any negotiable issue following full discussion, any Party may declare a 'failure to agree' (which, for the avoidance of doubt, shall not be a trade dispute), in which case the dispute resolution process at section 17 shall apply.

**g. Other types of meetings**

In addition to the JNC meetings set out above, where appropriate, sub-groups and/or working groups may be set up by the University to explore specific matters. In addition, the University shall invite the Trade Union Representatives to participate in further, informal, meetings to deal with any matters, projects or updates which need to be dealt with prior to the next JNC meeting. Details of such a meeting shall be sent out at least 10 working days in advance, they may be virtual, hybrid or in person depending on the circumstances. The outcomes of any ad hoc meetings will be reported to the JNC at the next scheduled meeting.

**11. Trade Union Membership**

The University recognises the rights of its employees to become and remain members of a recognised trade union in accordance with this Agreement. The University will ensure that its employees are provided with details on the Trade Unions on commencement of their employment/engagement and that Trade Unions are, invited to be, actively involved in the 'staff induction' process.

The University acknowledges that being a member of a Trade Union and acting as a Trade Union Representative (in good faith and in pursuance of their duties as a representative of the Trade Union) will not prejudice any employee's career prospects with the University.

**12. Trade Union Representatives**

The University accepts that the Trade Union members will elect representatives in accordance with their union rules to act as their spokespersons in representing their interests for employment relations.

The Trade Union undertakes to inform the Chief People Officer of the names and post titles of all elected Trade Union Representatives in writing and to inform the University in writing of any subsequent changes, each time at the earliest possible opportunity of the appointment and/or change having taken place and no later than 7 working days from the event. All Parties agree that only those individuals whose names have been notified to the University as Trade Union Representatives shall act as representatives of the membership of the Trade Unions.

All Parties agree that each Trade Union Representative:

- Shall be an employee of the University or able to represent the Trade Union as set out in the Trade Union's constitution;
- Will represent the interests of the Trade Union and perform duties on a local, regional or national level as appropriate;
- Will represent the Trade Union members within the University;
- Will be bound by the rules of the Trade Union;
- Will operate and undertake their duties within the agreed procedural arrangements set out within this Agreement;

- Without prejudice to section 13 below, in all other respects, shall conform to the same working conditions and duties of their fellow employees/workers.
- Shall seek to maximise Trade Union membership amongst employees;
- Shall engage in consultation and negotiation on behalf of members, covering all relevant issues, which may include, among others, members' problems at work, grievances, discipline, health and safety, equal opportunities or service conditions;
- Shall consult with the University about the matters listed in section 8; and
- Shall negotiate with the University about the matters listed in section 9.

When formal proceedings under the University's disciplinary, sickness absence, capability or redundancy process are invoked against an elected Trade Union Representative (as notified to the University's Chief People Officer in accordance with this Agreement) the University's Chief People Officer (or designate) shall inform, the Regional Official or Officer of the relevant Trade Union, of the circumstances before any formal meeting with the Employee takes place.

### 13. Trade Union Facility Time

#### **a. Amount of facility time**

Each Trade Union shall be entitled to up to 2.5 FTE facility time.

These allowances shall be reviewed annually and on an ad hoc basis by Management e.g. they may be increased temporarily in the event of enhanced need, such as particular collective negotiations or consultations (e.g. organisational restructure) or a significant increase in union membership.

#### **b. Use of facility time**

Trade Union Representatives shall be permitted to take reasonable paid time off during working hours to enable them to carry out their duties under this Agreement. This time off should be requested as set out below. The amount of time off, will take into account, tasks such as: preparing for meetings, attending meetings, informing members of progress and outcomes of meetings, and representing members. In addition, Trade Union Representatives are also entitled to request time off for appropriate training as approved by the Trade Union.

#### **c. Requesting time off for facility time**

As stated above, Trade Union Representatives are required to request time off to pursue their duties or activities. They should provide their line manager with as much notice as practically possible concerning the timing and duration of time off required. The line manager may request further details such as the purpose of such time off and the Trade Union Representative should provide these further details while preserving personal confidential information relating to individuals in grievance and disciplinary matters.

#### **d. Considering request for time off for facility time**

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 and recognise the need for flexibility. These requirements 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 time off on day-to-day work.

Requests for any additional time off for union training or activities will be considered, subject to a request being made to their line manager.

Where permission to take time off is withheld, and explanation for the reasons will be given by Management. If the Trade Union Representative is dissatisfied with the decision, the matter may be referred to the Chief People Officer. If Agreement cannot be reached informally the matter will be dealt with under the dispute resolution procedure at section 17.

14. Payment for Time Off

Trade Union Representatives will receive their normal rate of pay for time spent carrying out trade union duties, when carried out within their normal working hours.

Where the duties take place outside of normal working hours, consideration will be given to time off in lieu. Payment shall only be made in exceptional circumstances.

Travelling and subsistence costs for the trade union activities and duties will be the responsibility of the relevant Trade Unions.

15. Facilities

Subject to its operational requirements, the University agrees that it will use its reasonable endeavours to provide the following facilities to the Trade Unions for them to perform efficiently their trade union activities:

- Electronic facilities e.g. email and webpage;
- Use of appropriate IT hardware;
- Notice boards;
- Reasonable use of photocopiers;
- Use of meeting rooms – subject to availability;
- An office which includes a secure area for files and administrative work.
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16. Confidentiality

All Parties commit to maintaining confidentiality where necessary. For each item discussed in a meeting, the level of confidentiality will be confirmed e.g. whether it can be shared freely within the University, only with Trade Union officials or just within the meeting itself. Agreement to sharing information will not be unreasonably withheld.

17. Dispute Resolution

All Parties are committed to working towards the agreed outcomes set out within this Agreement. If, exceptionally, these cannot be achieved, the following procedure shall apply in accordance with paragraphs 10.f and 13.d.

Where it appears that all scope for progress through normal negotiations has been exhausted, either the University or the Branch Secretary or Chair/President of either of the Trade Unions may give formal notice in writing to All Parties that there is a failure to agree, outlining the basis for the failure to agree, and stating that they are initiating this dispute resolution procedure. Where this procedure is initiated by the Trade Union, the formal notice should be sent to the Chief People Officer. Where this procedure is initiated by the University, the formal notice should be sent to the Branch Secretary of the Trade Union.

The status quo shall prevail until this dispute resolution procedure has been followed to its conclusion, except where it is mutually agreed that this is impractical.

Following receipt of a failure to agree notification All Parties will agree, normally within 5 working days, the date of a meeting to seek to resolve the issue. Unless agreed otherwise, the meeting will normally take place within 15 working days of receipt of the notification issued.

Membership at a dispute resolution meeting will normally consist of:

- up to 3 members representing the University; and
- up to 3 members representing each of the University's recognised Trade Unions

The chairing of meetings will alternate between All Parties. The University will provide a secretary who will attend in addition to the membership stated above. The secretary may speak on matters of procedure but will not take part in negotiations.

Further meetings beyond this initial period may take place by mutual agreement between All Parties, together with the timeframe for such meetings. If it has not been possible to resolve the issue through this series of meetings, All Parties will consider whether third-party assistance (potentially using ACAS) would be helpful. A decision on this will be taken, normally within the following 10 working days after the meeting. Any such decision must be by mutual agreement of All Parties involved in the failure to agree.

All Parties commit to working towards a rapid settlement and ensuring they are fully available to engage in this dispute resolution process. If the failure to agree cannot be resolved and this process has been exhausted, the Trade Union(s) reserve the right to invoke their procedures for taking collective action and the University reserves their right to proceed with the action which gave rise to the failure to agree (subject to their own requirements).

Signed by:

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*Graham Galbraith*..... Signature  
*GRAHAM GALBRAITH*..... Printed Name  
*PROFESSOR*..... Title  
**On behalf of the University**  
*3/10/23*..... Date

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*S Oliver*..... Signature  
*STEVE OLIVER*..... Printed Name  
*BRANCH CHAIR*..... Title  
**On behalf of Unison**  
*03/09/2023*..... Date

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*P Sutton*..... Signature  
*P.P Sutton*..... Printed Name  
*Ms*..... Title  
**On behalf of UCU**  
*3-10-'23*..... Date

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