

UNIVERSITY OF ABERDEEN

PARTNERSHIP WORKING AND RECOGNITION AGREEMENT

August 2022

1. INTRODUCTION

- 1.1 The University of Aberdeen and its recognised Trade Unions are united in their view of the vital contribution which staff at all levels make to the continuing success of the University. We both share a firm commitment to the benefits of working in partnership to build and sustain positive relationships in the workplace and to foster a culture of constructive and collaborative employee relations and engagement. The University and its Unions are committed to establishing and maintaining an effective and mutually beneficial partnership framework for negotiation, consultation and discussion.
- 1.2 In working in partnership, we are committed to following joint values – Respect; Inclusion, Trust and Integrity.
- 1.3 This agreement sets out the formal framework through which this will be achieved and the underpinning principles which determine the nature of the partnership approach between the University and its Unions. The composition of the existing negotiating and consultative committees (JNCC, SSLC and CNC) will remain unaltered by these arrangements; the remit will also remain unaltered other than in relation to agreed partnership business.

2. SCOPE

- 2.1 This Agreement is made between the University and the following recognised Trade Unions:
 - UNISON;
 - Unite the UNION (UNITE);
 - University and College Union (UCU); and
 - Prospect.
- 2.2 The University recognises UNITE as the sole Union to represent Technical staff at the University. UNITE is recognised jointly with UNISON in respect of Support Staff.
- 2.3 The University recognises UNISON as the sole Union to represent Secretarial and Clerical staff at the University. UNISON is also recognised as the lead Trade Union in respect of Manual & Ancillary Support Staff at the University. UNISON is also recognised jointly with UCU in respect of Administrative Staff.

- 2.4 The University recognises UCU as the sole Union to represent Academic and Professional staff and is recognised jointly with UNISON in respect of Administrative staff at the University.
- 2.5 The University recognises Prospect as the sole Union to represent staff of the former Rowett Research Institute who remain engaged on BBSRC terms and conditions of employment.
- 2.6 The University acknowledges the right of staff to belong to a trade union of their choosing and this Agreement does not preclude individual representation by that choice.

3. GENERAL PRINCIPLES

- 3.1 Partnership: 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. It is the spirit and intention of this Agreement to create such partnership working between the University and the Unions and to this end it is agreed that this common objective shall be pursued by negotiation, consultation and discussion.

The relationship between all parties is seen as being critical in ensuring that the University maintains a high quality and committed workforce, achieves its strategic goals and looks to wherever possible enhance the quality of working lives of its key asset, its staff.

- 3.2 Negotiation: It is acknowledged that negotiation is the formal process to be adopted for the purpose of reaching agreement and avoiding dispute. The scope of such negotiation covered by this Agreement shall be all conditions of employment with the exception (other than for their interpretation and application) of matters which are negotiated nationally through the Joint Negotiating Committee for Higher Education Staff (JNCHES)
- 3.3 Consultation: It is acknowledged that this involves the exchange of views with the opportunity to influence decisions and their application.
- 3.4 Discussion: It is acknowledged that this involves openness in the sharing of information as an aid to effective consultation.
- 3.5 Obligations under the Agreement: The University and the Unions accept that the provisions of this Agreement carry the obligation to arrange discussion under the machinery provided as quickly as possible with the aim of settling any issue as near as possible to the point of origin.
- 3.6 Disputes: If a dispute arises, there will be no stoppage of work, strike, lock-out or any other industrial action and no alteration will be made by the University to the conditions of employment at issue until the Dispute Procedures specified in this Agreement have been exhausted.
- 3.7 Inter-Union Disputes: The Unions accept that inter-union disputes shall not be the subject of industrial action at the University level but shall be determined in

accordance with inter-union procedure and decisions of the Trades Union Congress (TUC).

- 3.8 Status of Agreement: While the parties to this agreement agree to honour the provisions of this document it is not intended to provide a legally enforceable Agreement.

4. FACILITIES FOR TRADE UNION REPRESENTATIVES

- 4.1 The objective of this agreement is to promote effective employee relations by providing accredited representatives of the recognised trade unions with reasonable time and appropriate facilities to carry out their functions. The University recognises the merit in working, in partnership, with the trade unions and is therefore keen to ensure that the role undertaken by the trade unions representatives is supported. The University will work closely with Heads of School/Section to ensure that the culture of partnership working is embraced.
- 4.2 Members of staff who are members or representatives of a recognised trade union shall be allowed reasonable time off during normal working hours to take part in any recognised trade union activity, including:
- (i) meetings of official policy-making bodies, such as annual conferences;
 - (ii) approved workplace meetings;
 - (iii) meetings in support of casework;
 - (iv) attendance at appropriate working groups and University Committees;
 - (v) attendance for appropriate training covering aspects of employee relations or relevant to the fulfilment of an individuals' trade union activities and responsibilities.
- 4.3 For UCU representatives, to alleviate difficulty of scheduling trade union activity around teaching hours, it is agreed each Wednesday will be designated as the normal day for taking part in trade union activity. Every effort will be made to ensure that meetings of PNCC, JCCRA, Policy Review Group, as well as other sub-committee meetings where a UCU representative attends, are arranged for a Wednesday.
- 4.4 With the exception of industrial action, agreed time for trade union activities will be paid.
- 4.5 Any time off is subject to agreement from the Head of School/Section or his/her designated deputy.
- 4.6 Reasonable facilities will be granted for recognised Trade Union representatives to discharge their responsibilities under this Agreement. The following are examples of reasonable facilities: designated office accommodation, IT equipment & support, telephony equipment, access to notice boards and access to photocopying. In addition, trade union representatives may request use of University communication channels to publicise local events where these are in keeping with partnership working. Trade union representatives should forward requests to the Head of HR or Director of External Relations in the first instance.

- 4.7 The recognised trade unions shall be invited to attend the University's staff induction events. Information about the recognised trade unions, including details of how to take up membership, will also be included in correspondence issued to new staff joining the University.
- 4.8 The recognised trade unions shall be responsible for notifying the Head of HR, in writing, of the names, job titles and School/Section of their accredited representatives on an annual basis. The number of representatives from each recognised Trade Union to whom these facilities are to be granted shall not exceed ten. Changes in representatives shall be similarly notified as and when they occur.
- 4.9 The Head of HR shall be responsible for informing Heads of Schools/Sections appropriately of accredited representatives to facilitate reasonable workload adjustment.
- 4.10 A core remission time of 0.8 fte will be granted to UCU, divided between a reasonable number of representatives in order to make remission arrangements with the School/Section easier. UCU will advise the Head of HR accordingly in order that such arrangements can be finalised with the relevant School/Section.
- 4.11 In order to satisfy the reporting requirements of the Trade Union Act 2016, each recognised trade union shall submit a monthly timesheet to Human Resources detailing the name of each representative who has taken paid time off for trade union activity as part of contractual working hours and the total number of hours taken per representative for the month.

5. COMMITTEE ARRANGEMENTS AT THE UNIVERSITY

5.1 PARTNERSHIP NEGOTIATING AND CONSULTATIVE COMMITTEE

- 5.1.1 The University Court has established the Partnership Negotiating & Consultative Committee (PNCC) to provide a regular and effective means of partnership discussion, negotiation and consultation on matters affecting terms and conditions of employment and all other employment matters not the subject of national negotiations.
- 5.1.2 The PNCC has been provided with powers to make recommendations to the University Court regarding any collective or group issue affecting the staff to which this Agreement applies as employees of the University. Any such recommendations will be reached by agreement between the management side and the trade union side of the PNCC and will be recorded before being communicated to the Court. Should failure to agree be registered both views will be communicated to the University Court.
 - a) The Partnership Negotiating and Consultative Committee shall comprise six members appointed by the University Court and six members appointed by the Trade Unions, which will normally be 2 representatives each from UCU,

UNITE and UNISON and 1 representative from Prospect. The trade union which is chairing PNCC will be accorded the right to an extra representative.

- b) Six members, being three representatives of the Court and three members of the trade unions shall constitute a quorum.
- c) Where it is deemed appropriate and necessary for the consideration of particular issues a full-time Trade Union Official from the relevant Trade Union(s) may be in attendance for the consideration of the particular issue provided reasonable prior notification of the attendance has been given to the Clerk to the Committee.
- d) In the event of a member on either side being unable to be present at a meeting, then the side may appoint an alternative for that meeting.
- e) The Convenor shall alternate annually between the Court and the Trade Union sides. Each year the Vice-Convenor shall be drawn from the side not holding the chair.
- f) PNCC will be clerked by a member of Human Resources staff, who will prepare an agenda for each meeting and minutes of meetings to be agreed by all parties to the Committee and who remain impartial to the discussions. Draft minutes of PNCC meetings will be distributed to Committee members for comment and agreement within 10 working days of a committee meeting. Once approved, agreed minutes will be made available to all staff on the University's web pages. Management members and Trade Union members are entitled to submit items and associated papers for inclusion in the agenda of PNCC meetings.
- g) With the agreement of the Convenor and Vice-Convenor either side may invite advisers to be present at a meeting of the PNCC.
- h) Collective issues affecting staff may be raised directly for consideration by the PNCC, but normally after discussion between appropriate management representatives of the University and the Trade Unions.
- i) The PNCC will normally meet 4/5 times per year in advance of each meeting of the University Court in order to ensure the timely communication to Court of relevant PNCC business. An extra-ordinary meeting of the Committee may be arranged at the written request of either the management side or the trade union side, or on an oral request for urgent matters, stating the business to be discussed.
- j) If any agreements are to be subject to further consideration and ratification by the University Court this will be discussed and agreed by PNCC.

5.2 PNCC BUSINESS COMMITTEE

5.2.1 A Business Committee of the PNCC will be established to agree the matters to be considered at PNCC and also matters which are the sole concern of JNCC, SSLC or CNC.

5.2.2 The Business Committee will normally comprise the Head of HR and the Group or Branch Chair or Secretary of each of the recognised campus Trade

Unions. Substitutes may be nominated in advance of the Business Committee.

- 5.2.3 The Business Committee will have a remit to review on an on-going basis the effective operation of the PNCC.

5.3 PNCC SUB-COMMITTEES

- 5.3.1 The agreed mechanisms of realising the aim of partnership in consultation and negotiation will be through the PNCC. The PNCC will negotiate on terms and conditions of employment as they affect the staff of the University, with matters relevant to only one group of staff being the responsibility of the relevant sub-committee ie JNCC, SSLC or CNC. It will be the responsibility of individual sub-committees to jointly agree a schedule of meetings as required by the issues under consideration. Minutes of all sub-committee meetings will be sent to the Convenor and Vice-Convenor of the PNCC so that all members have the opportunity to be kept informed of progress in respect of the business of the sub-committees.
- 5.3.2 Each subcommittee will have the right to communicate directly to the University Court on issues where there has been a failure to reach agreement on a particular issue of individual or joint concern.
- 5.3.3 Agreement by the Trades Unions side can only be made where all recognised Campus Trade Unions are in agreement.
- 5.3.4 Any agreement reached by all parties within the PNCC on matters of collective concern shall be as if it was made within the individual consultative committees ie JNCC, SSLC or CNC.

5.4 OTHER COMMITTEES

Other committees are in place to provide an effective means of partnership discussion, negotiation and consultation on specific matters as follows:

- Joint Consultative Committee On Redundancy Avoidance (JCCRA) – for undertaking collective consultation regarding the avoidance of redundancy;
- Policy Review Group – for the purposes of consultation in respect of HR policies and procedures;
- Adhoc working groups are also established on an as required basis involving trade union representation where appropriate.

6. PROCEDURE FOR SETTLEMENT OF ISSUES

6.1. Individual Issues

The establishment of this partnership agreement does not take away from the responsibilities of staff and managers within the University to deal properly and fairly with matters which arise relating to day to day working. Where it becomes necessary Individual issues will be dealt with in accordance with the terms of the University's staff Grievance Procedure.

6.2 Collective Issues

Where issues are of general application affecting some or all staff, they shall normally be raised in the first instance by an accredited Trade Union representative with the Head of HR. This should be done as soon as is reasonably practical once the issue has been identified. Failure to resolve the matter at this stage will result in it being referred to the Partnership Negotiating and Consultative Committee. If necessary, consideration may be given to the matter by the University Court.

6.3 Procedure for Collective Issues that are not Resolved at Local Level

6.3.1 If the procedures outlined above have been exhausted and a settlement has not been reached an agreed number of representatives from the Union(s) (not normally to exceed 4 representatives) will meet the Head of HR or other appropriate Officer of the University to consider the use of local mediation or other conciliation machinery.

6.3.2 In the event of failure to reach agreement the issue may be referred to Independent conciliation or arbitration through the Advisory, Conciliation and Arbitration Service or as otherwise mutually agreed.

7. PERIOD OF AGREEMENT

7.1 This agreement takes effect from 1 August 2022 and its terms and operation will be reviewed regularly and a formal review will take place after 12 months. The parties to this Agreement reserve the right to terminate it by giving three months' notice in writing. Amendments may be made only with the consent of all parties.

Signed on behalf of University	Debbie Dyker_____
Signed on behalf of Unison	Owen Cox_____
Signed on behalf of UNITE	Brian Paterson_____
Signed on behalf of UCU	Frederik Pedersen_____
Signed on behalf of Prospect	_____N/A_____
Date	_____1 November 22_____