

**RECOGNITION AND PROCEDURE AGREEMENT
BETWEEN
DE MONTFORT UNIVERSITY
AND
THE FOLLOWING RECOGNISED TRADE UNIONS**

NATFHE	National Association of Teachers in Further and Higher Education
AUT	Association of University Teachers
UNISON	
GMB	General Municipal Boilermaker and Allied Trades Union
TGWU	Transport & General Workers Union

1 INTRODUCTION

- 1.1 This agreement establishes the basis upon which De Montfort University (known hereafter in this Agreement as 'the University') recognises the unions who are signatories to this document. It provides the necessary procedures to govern relations between the University and those unions.
- 1.2 The purpose of this agreement is to establish local consultative and negotiating arrangements to cover all groups of staff within the University up to but not including the Heads of Department.
- 1.3 The agreement does not cover senior management, holders of 'senior posts' as designated within the Articles of Government of the University and certain other categories as defined in Appendix I which may be reviewed from time to time.
- 1.4 In establishing this agreement the University and the recognised unions accept that affairs will be conducted taking due account of any relevant national negotiating body recognised by the Board of Governors of De Montfort University.
- 1.5 In the context of the terms agreed in the National Recognition and Procedure Agreement it is accepted that agreements reached within such negotiating body will be recommended for implementation by all parties in the expectation that they will act in good faith.
- 1.6 This document also defines the relationship within individual Common Interest Groups of any of the 5 recognised Unions (who had previously been recognised in respect of a Common Interest Group) which is not recognised by De Montfort University in respect of that particular Common Interest Group.

2 OBJECTIVES

- 2.1 The signatories to this document agree to promote harmonious employee relations through the development of effective joint consultative and negotiating machinery. Genuine and committed efforts will be made to resolve matters of mutual interest through consultation and/or negotiation.

- 2.2 The signatories of this document recognise that it is in the interests of the University its employees and the students that the University should function effectively to the benefit of both the University and the employees and that this is a common objective.
- 2.3 The signatories to this document jointly recognise the need for the provision of strong and effective structures, procedures and practices including the establishment of career structures, the encouragement of proper training programmes, and the pursuit of efficient management practices to ensure the continuing viability and development of the University.
- 2.4 The signatories to this document agree that it in no way detracts from or lessens the requirement for direct and constructive relationships between individual employees and the employer.

3 RECOGNITION

- 3.1 The Board of Governors and the Chief Executive & Vice-Chancellor recognise that the named unions are the sole local bargaining agents for negotiating purposes. The unions identified are NATFHE and AUT for lecturing staff, UNISON for APT&C staff and GMB and TGWU for manual staff.
- 3.2 The recognised unions accept that it is the right and responsibility of the University to manage its domestic affairs in the context of this agreement.
- 3.3 The recognised unions accept the requirements for TUC and non-TUC unions, teaching and non teaching, to jointly convene meetings with management of the University under the processes described in this document.

4 GENERAL PRINCIPLES COVERING PROCEDURES

- 4.1 The existence of this agreement in no way detracts from an employee's right of access to the management of the University, or the University's right to communicate directly with its employees, or the recognised unions' right to communicate with their members.
- 4.2 Negotiations will take place between the nominated representatives of the Chief Executive & Vice-Chancellor and the elected representatives of the recognised trade unions who may be accompanied by full time officials where appropriate.
- 4.3 The parties will have due regard to the numbers of representatives attending meetings to ensure efficient and speedy resolution of mutually agreed agenda items.
- 4.4 While many matters will need to be discussed directly between the appropriate common interest groups and management, it is expected that some other matters will need to be discussed collectively.
- 4.5 The common interest groups will be:-
- Academic Staff Common Interest Group
APT&C Staff Common Interest Group
Manual Staff Common Interest Group

- 4.6 The University and the recognised unions agree that in order to maintain good relationships, problems should be discussed without undue delay and be resolved at the earliest stage through constructive collective bargaining.
- 4.7 To this end there will be the minimum of delay in arranging meetings between the management and the recognised unions.
- 4.8 Requests for meetings between the management and the recognised unions collectively, or any of the Common Interest Groups (see above) may be initiated by a Union or the management.
- 4.9 In respect of Colleges who have amalgamated with the University, and where other Trade Unions were previously recognised by these Colleges or where one of the above unions (see 3.1) were recognised in respect of a Common Interest Group at that College but not in the University, the University and the above recognised unions acknowledge that those Unions should be afforded individual representation rights, and in collective terms will be allowed representation on the appropriate Joint Consultative Committee. Appendix 3 lists the Unions and the Common Interest Groups concerned in the case of each of the locations concerned.
- 4.10 Where reference is made to the role of a full time official in this Agreement, that is normally taken to mean a District Officer or a Regional Official or equivalent post. Where a union does not have such full time officials, then agreement will be reached between the Director of Human Resources and that Union as to who would be appropriate to act in that capacity.

5 NEGOTIATIONS

- 5.1 A University wide Joint Negotiating Committee will be established for each of the Common Interest Groups. Each Trade Union will normally be permitted two representatives on the appropriate Committee who will be employees of the University and there will normally be two or three representatives of the Employers as follows:

Joint Negotiating Committee (Academic)	From	Executive Pro-Vice Chancellor, Director of Human Resources, Dean of Faculty
Joint Negotiating Committee (APT&C)	From	Director of HR, one/two line management representatives Other senior member of the Human Resources Team
Joint Negotiating Committee (MANUAL)	From	One/two line management representatives. Two senior members of the Human Resources Team

Where a Union has in excess of 200 members employed by the University that trade union may bring a third representative to Joint Negotiating Committee meetings if they consider it appropriate. In addition, one representative from each of the separate local JCCs will be allowed from the majority union at the locality/localities covered

by that JCC, or where a specialist group is represented i.e. Agricultural workers in the Manual JCC for Lincoln.

- 5.2 These meetings would not normally be scheduled regularly but would occur as and when the need arose. These meetings can be initiated by a Union or the Management. Deputies will be permitted where possible when a Committee member is unavailable.
- 5.3 Management will provide recorded notes of any understandings reached which after consultation with the senior representative for each union will be formally recorded and minuted.
- 5.4 All formal agreements will be signed by all affected parties.
- 5.5 The Terms of Reference will be to act as a Negotiating Committee on subjects not covered by the scope of the relevant national negotiating body, and on matters specifically referred to local level by that/those bodies.
- 5.6 From time to time it may be appropriate on a subject of common interest to all employees for a joint meeting to take place with 2 or all 3 Joint Negotiating Committees.
- 5.7 Where a failure occurs at a Joint Negotiating Committee meeting and the matter is not resolved it will be referred to stage three of the Procedure for dealing with collective issues (see Section 7).
- 5.8 Whilst the JNCs would be made up on the Trade Union side by those groups referred to in section 3.1, it will be agreed that as there are specific interest groups who have traditionally been represented at local levels in the past by other unions, where the agenda is likely to affect those groups, one representative of those other unions may be in attendance for the JCC, i.e. at the date of this agreement the following categories fall within this definition
 - a) Members of UNISON in the Manual Common Interest Groups at Bedford and Lincoln
 - b) Members of GMB/TGWU in the APT&C Common Interest Group employed in the Buildings Division at Leicester as Premises staff.

6 CONSULTATION

PART 1 - LOCAL LEVEL

- 6.1 A separate Joint Consultation Committee will be established in respect of each part of the distributed University as designated in Appendix 3 in respect of each Common Interest Group (The exceptions will be where there are insufficient numbers of staff in a Common Interest Group or where a single union represents both the APT&C and Manual Common Interest Group at a location and it is deemed practical by both that union and the management to have a combined JCC).

Each Trade Union will be entitled to a minimum of 2 representatives where they have 10 or more members within the areas covered by that Committee. Unions with more than 3 but less than 10 members would be entitled to 1 representative.

An additional member(s) can be permitted for each Common Interest Group to reflect the distribution of members across different campuses of the University covered by that location or where the membership of the Union covered by a JCC is in excess of 200. Where appropriate these arrangements will be agreed separately for each of the Common Interest Groups and attached as an Appendix to this Agreement. The management representatives will be nominated by local management and the Director of Human Resources in consultation as appropriate to the agenda items.

- 6.2 A regular meeting will be held once a term or quarterly for each JCC (Joint Consultative Committee). Occasionally the management might call for an extraordinary JCC meeting of one or more Interest groups for specific purposes, or agree to a meeting requested by the Employee's representatives. If a dispute arises out of such a request being refused the matter should be referred to Stage 3 of the procedure for dealing with collective issues (see Section 7 below).
- 6.3 Minutes will be kept of these meetings by a JCC secretary appointed by management who shall be responsible for arranging the regular meetings each term, supplying agendas (normally at least one week in advance) and providing draft minutes to be agreed by all parties before being adopted.
- 6.4 The Terms of Reference will be to provide a forum for matters requiring joint consultation which are referred to the Committee by either the employer's or the employee's representatives.
- 6.5 Agenda items and any appropriate papers should normally be with the JCC secretary no later than 10 days before a meeting.
- 6.6 This formal process of consultations with employee representatives is not intended to replace ongoing consultations with individual employees by their own managers and supervisors, or on occasions where the Chief Executive & Vice-Chancellor or senior members of management arrange to consult with staff generally.
- 6.7 Where an issue exists which both parties agree is appropriate for a negotiating forum rather than consultation, but which can clearly be identified as only affecting the staff within the scope of one JCC, then the JCC forum may be used for that negotiating purpose, but should clearly be minuted as such and the minutes be distributed to the members of the University wide JNC for that Common Interest Group, for recording at the next meeting of the JNC.

PART 2 - UNIVERSITY LEVEL

- 6.8 Whilst it is acknowledged that most items for consultation will normally fall within the remit of the local JCC, where both parties agree that there is a need for wider consultation on a specific subject that affects all parts of the University, then there is a facility to call an extraordinary JCC meeting for a Common Interest Group or indeed one or more Common Interest Groups.
- 6.9 At such an extraordinary JCC there can be up to 2 representatives of each University Branch of the Recognised Unions. In addition the Union side may nominate one representative to be present to represent each local JCC.

- 6.10 A JCC meeting will be also held where the relevant national negotiating body has referred a matter for consultation at each University with one or more Interest Groups.

7 PROCEDURE FOR DEALING WITH COLLECTIVE ISSUES

- 7.1 Where a union wishes to raise a collective issue on behalf of its members the following procedure should apply:

Stage One

Where the subject affects only one department or Cost Centre the matter should be raised by the appropriate employees' representative(s) in the first instance with the appropriate Head of that department or Cost Centre.

Stage Two

If the matter is not resolved at Stage One it should then be raised by the employees' representative(s) with the representative of the Human Resources Team responsible for that location. This should normally take place within seven days of the failure to agree.

Stage Three

If the matter is not resolved at Stage Two a full-time officer or official of the Union may then raise the matter with the Director of Human Resources. This should normally take place within seven days of the failure to agree.

Stage Four

The Chief Executive & Vice-Chancellor would be informed if a matter is not resolved at Stage 3. It will then be determined whether it is appropriate to arrange a conciliation meeting requesting the services of ACAS, or whether a further meeting is appropriate with the Chief Executive & Vice-Chancellor or his/her delegated representative prior to meeting ACAS for conciliation.

Stage Five

Should the matter still remain unresolved after Stage Four then (a) if both sides agree the matter should be referred to ACAS with a request for arbitration, or (b) the procedure should be declared exhausted.

- 7.2 A matter involving more than one department of Cost Centre should be raised at Stage Two.
- 7.3 Where an issue involves (a) more than 1 union which is a member of the same Common Interest Group then a special meeting of the local JCC shall be called to hear Stage Two of the procedure, (b) staff covered by more than one JCC within the same Common Interest Group then an extraordinary meeting of the University wide JCC should be called for that purpose.
- 7.4 It is also agreed that no lockout, strike or other industrial action short of a strike shall take place in relation to any issue which could be covered by this procedure until the

steps of the procedure have been completed and the procedure exhausted without achieving a settlement.

- 7.5 Minutes of all matters in procedures shall be taken and the decisions recorded.
- 7.6 Meetings at any stage of the procedure can be adjourned to give time for further investigation of the matter to take place. The length of the adjournment to be mutually agreed where appropriate.
- 7.7 Where a failure to agree occurs at a JNC which is discussing terms not covered by the national agreement, then this failure to agree shall be referred to Stage Three of this procedure.
- 7.8 Where management wish to invoke the procedure this would normally be raised at Stage 2 unless it is a reference from a JNC meeting (see 7.7 above) or a dispute in 6.2 above, in which case it should be raised at Stage 3.

8 VARIATION, DURATION AND TERMINATION OF THIS AGREEMENT

- 8.1 Variation or changes to this Agreement can only be made by mutual agreement between the signatory unions to this document and representatives of the University.
- 8.2 Either the collective signatory unions to this document or representatives of the University may terminate this Agreement by giving nine month's notice in writing to the other parties to the Agreement.
- 8.3 This procedure can be subsequently amended where appropriate with the approval of the Board of Governors and the Trade Unions to comply with any arrangements made by any relevant national negotiating body recognised by the Board of Governors of De Montfort University.

APPENDIX 1 (referred to in paragraph 1.3)

This agreement does not cover the following categories of staff:

- 1 Workers of Engineering or Building craft status working in the Buildings Division as well as models, invigilators (who are not employed by the University upon a full-time basis), recreation assistants, etc., employed on other than officially recommended rates and conditions for the sector except in so far as they are represented for collective bargaining matters by a union(s) recognised within this agreement. Employees on a temporary/casual contract.
- 2 Employees engaged according to terms which are set by an outside Body or Organisation who provide the funding for such posts, without compromising the spirit of the agreement.
- 3 Such professionally qualified persons who may from time to time be employed by the University under terms appropriate to their own profession e.g. outside consultants, solicitors, surveyors, architects, engaged within their own area of expertise.
- 4 Work experience students from other institutions and those employed under specific terms set by Government regulations for persons engaged in Government Employment Schemes.
- 5 Employees of outside agencies employed and allocated to work temporarily at the University or on University premises.

APPENDIX 2

University wide Common Interest Group

Constitution for the purpose of Joint Consultative Meetings (Ref 6.1 of the Recognition Procedure Agreement).

- 1 Management representation will normally consist of 2 or 3 representatives to be determined by the Chief Executive & Vice-Chancellor in consultation with the Director of Human Resources, as are deemed appropriate according to agenda items.
- 2 The recognised unions would normally be entitled to the same representation as would be the case for a JNC for that Common Interest Group. There may, however, depending on the nature of the item(s) referred to such a meeting be a need to ensure further representation for specific groups affected. This should be discussed and agreed in advance between the Union(s) and the Director of Human Resources.

APPENDIX 3

- 1 From 1 August 1994 the following JCCs will be established (subject to the amalgamations proceeding):

LOCATION DEFINITION	COMMON INTEREST GROUP(S)	MEMBERSHIP OF JCC (Employees Representatives) subject to qualifying numbers in section 6.1 LOCAL RECOGNITION AGREEMENT
LEICESTER (City & Scraptoft)	ACADEMIC	NATFHE
LEICESTER (City & Scraptoft)	APT&C	AUT
LEICESTER (City & Scraptoft)	MANUAL	UNISON
		GMB
		TGWU

- 2 From August 1994 the following JCCs will be established (subject to the amalgamations proceeding) for at least a period of 12 months. From that stage the position will be kept under review for each of the Common Interest Groups, with the possibility of creating a joint JCC for Bedford and Milton Keynes in one or more of the Common Interest JCCs at some future date. Such a decision would only be taken by management after full consultation at JCC level with the employee representatives concerned.

LOCAL DEFINITION	COMMON INTEREST GROUP(S)	Membership of JCC (Employee representatives) subject to qualifying numbers in section 6.1 LOCAL RECOGNITION AGREEMENT
BEDFORD	ACADEMIC	NATFHE
BEDFORD	APT&C	UNISON
BEDFORD	MANUAL	GMB
		UNISON
MILTON KEYNES	ACADEMIC	NATFHE
MILTON KEYNES	APT&C	UNISON

- N.B. Any manual staff recruited at Milton Keynes will come under either the Leicester or Bedford JCCs - a decision to be agreed following consultation with GMB and TGWU.

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