

RENEWAL OF THE
PARTNERSHIP AGREEMENT
BETWEEN ROBERT GORDON UNIVERSTIY
AND
ROBERT GORDON UNIVERSITY BRANCH OF
UNISON

(Incorporating relevant Recognition and Procedure Agreement)

Effective 1st April 2012

1. Introduction

1.1 Values and Principles of Partnership

With the vision, Mission and Values of the University in mind, the spirit and intention of this agreement is to promote a partnership approach between the University in its role as employer and the UNISON Branch as representative of professional and support staff.

Both parties understand that they have a primary shared commitment to the success of the University whilst recognising that there may be legitimate interests of both parties which need to be reconciled.

The purpose of this agreement is to establish clear procedural arrangements which promote the mutual interests of the University and its employees and maintain good relations by fostering a spirit of understanding, cooperation and trust between the University, its employees and UNISON.

1.2 Key Aspirations

In order to deliver the University's objectives, whilst also embracing the legitimate individual and collective interests of employees, both the University and UNISON are agreed on the need:

- To allow the University to remain flexible enough to maintain, increase or change its market position and/or market share
- To ensure all employees have the opportunity to contribute to the University's success whilst also enjoying worthwhile careers
- To encourage a reciprocal understanding of both organisations' strategic intent and priorities
- To secure high quality representation for professional and support staff
- To achieve cooperation, collaboration and a joint problem solving approach
- To make such changes to technology and working practices as are necessary to maintain the highest levels of quality, efficiency and effectiveness
- To avoid any industrial action which represents the outcome of a failed negotiated process
- To build a relationship of trust between the University, its employees and trade union representatives
- To ensure fair treatment of employees and mutual respect between employees and managers
- To maximise security of employment
- To optimise involvement and influence of employees over relevant matters that affect them

2. Definitions

In this agreement, unless the context requires otherwise, the following expressions have the meanings assigned to them:

"University" means Robert Gordon University, Aberdeen.

"UNISON" means the local branch of UNISON at Robert Gordon University, acting through its elected/appointed office-bearers in accordance with the union rules.

"Professional and Support Staff" means all those employees engaged on terms and conditions of employment that are non academic or academic research staff terms and conditions, with the exception of staff engaged on the Senior Manager Grading Scheme.

"Recognition" means the recognition of the union by the employer for the purposes of collective bargaining, including information, consultation and negotiation as appropriate.

"Consultation" means the process of communication between the Robert Gordon University and UNISON to enable the views and/or concerns of staff to be expressed, discussed and incorporated into relevant decision-making processes.

"Negotiation" means trying to reach agreement by discussion and bargaining, in the expectation that agreement will be reached.

3. Scope of Agreement

The University recognises UNISON for personal and collective representation, consultation and negotiation purposes on behalf of the professional and support staff group as defined in section 2 above. This does not preclude the University from recognising any other appropriate independent trade union for this staff group should it meet, or come close to meeting, the University's considerations for recognition for either negotiation or consultation or both. In this event appropriate discussion, with the existing recognised union, would take place as to the implications and, where possible, joint agreement on the changes then necessary would be preferred.

4. Trade Union Membership and Representatives

4.1 Eligible employees are free to join or not to join a trade union of their choice. The University believes that fully representative trade unions are an effective means of ensuring constructive employee relations.

4.2 A condition of recognition is that UNISON must have a University Branch and Representatives employed by the University.

4.3 UNISON representatives shall be elected/appointed by the employees who are members of the union in accordance with the union rules for the filling of such posts.

4.4 The names of the elected representatives, the position to be held, the date of taking up duties and the expected duration shall be notified to the University, in writing, by an authorised official of the union.

4.5 Representatives should be skilled and well trained in relevant competencies. Both parties are committed to ensuring that representatives receive appropriate and adequate levels of jointly commissioned training where that is appropriate.

4.6 The role of the representative is to represent the interests of the members within the scope of this agreement by, for example:

- Participation in consultative arrangements on matters that effect members' interests
- Participating in negotiation
- Generally working with the University, the union and employees to achieve and maintain good employment relations

4.7 The representative will be allowed to leave his/her work in order to conduct any business directly associated with his/her responsibilities, subject to the prior permission of the immediate Supervisor/Manager which will not be unreasonably withheld. 'Block' approval may be sought and agreed for regular/frequent events e.g. Joint Negotiating Group (JNG) meetings. Arrangements for facilities and time off for trade union duties and activities are laid out in Appendix 1. The representative is first and foremost an employee of the University and will otherwise conform to his/her normal working hours and terms and conditions.

4.8 The representative agrees that he/she must not do anything which could bring the University and/or its reputation into disrepute and acknowledges that any breach of University policy will be dealt with under the appropriate University procedure. Reasonable and appropriate action taken by the representative in good faith, in performance of his/her duties as defined in this Agreement, will not, in any way, affect his/her employment with the University. In this regard, branch office bearers may make legitimate statements to the press and media on UNISON's position on issues affecting members.

4.9 If a representative ceases to be an employee of the University his/her position as a representative will be automatically relinquished and a new representative elected/appointed.

4.10 Neither the University or UNISON shall recognise any representative other than as defined in this agreement.

5. Scope of Bargaining

5.1 The University agrees to negotiate with UNISON with regard to those matters specified in Schedule 1, paragraph 3 of the Employment Relations Act 1999 (and its successor legislation), namely pay, hours of work and holidays in so far as these are not the subject of national bargaining procedures.

5.2 The University agrees to consult with UNISON on certain other matters relating to the terms and conditions of employment of professional and support staff for example:

- Pay structures and job evaluation
- Other 'core' terms and conditions (*see below)
- Matters relating to Disciplinary, Capability, Grievance and Whistle-blowing policy and procedure
- Activity planning, objective setting, performance/contribution review
- Employee Performance Review (EPR) and training policy, plans and progress
- Equality and diversity policy
- Other significant corporate employment policy e.g. use of fixed term contracts
- Significant organisational change

and also in respect of the statutory requirements and responsibilities of the University as the employer, these being e.g.

- Prospective redundancies
- TUPE transfers
- Matters of health and safety not properly the remit of the Health and Environmental safety committee

*'core' means sickness benefits, maternity, paternity and parental benefits, methods of payment, notice periods.

6. Status

6.1 The University and UNISON acknowledge the importance of establishing and maintaining confidence in the negotiating and consultation arrangements voluntarily established under this agreement and confirm their intention to negotiate in good faith. Nevertheless it is acknowledged that the terms of this agreement are not legally enforceable.

6.2 This agreement does not detract from the right of communication between the University and its employees and between UNISON and its members.

6.3 Resolutions of the JNG shall not be binding on either side but shall be recommendations only to the respective parties (the University and the Union) whose ratification shall be required before an agreement is deemed to be reached.

7. Procedures

7.1 A Joint Negotiating Group (JNG) shall be established consisting of four members appointed by the University and two members each appointed by the EIS and Unison. The JNG shall receive such regular information from the University and the recognised unions as is necessary for its purpose.

7.2 Meetings of the JNG shall normally be convened by a member appointed by the University.

7.3 The Chair of JNG shall be the Executive Director of Human Resources and the University will provide secretarial support.

7.4 Main meetings of the JNG shall be held not less than once each semester on scheduled dates in the University's calendar.

7.5 Additional meetings may be held as and when requested by either the University or UNISON stating the reason for the meeting and degree of urgency required. Arrangements for these meetings shall be agreed between the Chair of the JNG and the Convenors of the recognised unions' branches or their representatives. Meetings shall normally be arranged within four weeks of a request being made according to the degree of urgency.

7.6 Subject to mutual prior agreement, the representatives of the University and of UNISON may be accompanied by specialist advisers for specific purposes, who may address the group.

7.7 The quorum of the JNG shall be three University members and three union members, with at least one from each union. Both parties shall ensure an adequate number of named accredited substitutes to be available by prior arrangement if required. One week's notice should normally be given to the Chair of the JNG if a substitute is to attend. Exceptions to the notice requirements would include sickness and emergencies. The JNG acknowledges the importance of ensuring that any substitute is fully briefed on the history, background and present status of any issues to be discussed. The substitutes shall receive all the agenda papers and minutes and other relevant documentation for all meetings "for information".

7.8 The Secretary will produce minutes of the JNG meetings in the form of agreements reached and action notes which have been agreed by both the University and UNISON. The minutes and action notes will be agreed by the respective Chairs of the parties. A summary of agreements reached shall be published on the University web site and drawn to staff's attention by direct communication, save where there are confidential and other matters which require to be edited or omitted.

7.9 In the case of a matter for negotiation, questions concerning the interpretation of any final agreements of the JNG shall be considered by the Chair of the JNG and the Convenor of the UNISON branch in the first instance and referred to the JNG for resolution if necessary. In the event of a continuing divergence of view, the matter shall be recorded as a failure to agree, and it may be pursued as a formal dispute under paragraph 8 below.

8. Disputes

8.1 In the event of a dispute arising concerning the collective terms of employment referred to at paragraph 5.1, or any other agreements reached under these procedures, UNISON agrees to seek a resolution through informal dialogue or formal negotiation or consultation as appropriate within the JNG in the first instance, and further agrees to refrain from collective industrial action of any sort until any agreed conciliation process has been exhausted. The University and trade unions recognise the value of maintaining the 'status quo' while such process is being undertaken, however both parties recognise in exceptional circumstances that may not be appropriate or possible. The University and trade unions will each inform the other parties in situations where it is considered that the status quo cannot prevail. In such circumstances where the University feels unable to maintain the status quo, it is acknowledged that the unions may have to reconsider the commitment contained in this clause.


8.2 Such disputes are to be distinguished from any grievance which a member of staff as an individual, or as one of a group of similarly placed individuals, may hold concerning the conduct of the University as the employer, and from any dissatisfaction which the University may have with the contractual performance of a member of staff. These matters shall be pursued in accordance with the formal Grievance or Disciplinary procedure or other procedure, as appropriate, agreed by the University after consultation within the JNG.

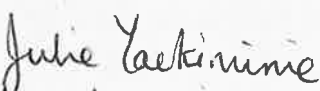
8.3 As far as possible, disagreements should be settled speedily within the University without formal reference to third parties. Exceptionally, where no satisfactory agreement has been reached within the procedures laid down, it is agreed that it is open to the University or the recognised Unions or both jointly to approach ACAS for advice and/or conciliation. There shall be no obligation on either party to participate in ACAS processes unilaterally initiated by the other party.

9. Variation and Termination

9.1 No variation to the terms of this agreement may be made except with the consent of both parties.

9.2 This further renewal of the initial agreement takes effect from 1 April 2012 and shall remain in force for 5 years from that date or less if both parties agree to depart from it or either party withdraws following not less than 6 months notice given in writing.

Signed for the University: 
Position: EXECUTIVE DIRECTOR - HR Date: 2ND APRIL 2012

Signed UNISON: 
Position: RCU Steward Committee
Convener Date: 17/4/12

Appendix 1

Facilities and time off for trade union duties, activities and relevant training

Background

Time off for trade union duties

Section 168 of the Trade Union and Labour Relations (Consolidation) Act 1992 (TULRCA) gives representatives of independent recognised trade unions a statutory right to reasonable paid time off to carry out certain trade union duties. Duties covered under this provision must relate to the representatives own employer and are restricted to those issues covered by the recognition agreement between the employer and the trade union.

There is no statutory requirement to pay for time off where the duty is carried out at a time when the representative would not otherwise have been at work.

Training of officials in aspects of Industrial Relations

Under TULRCA representatives of independent recognised trade unions are to be permitted reasonable paid time off during working hours to undergo training relevant to the carrying out of their trade union duties. The training should be in aspects of industrial relations relevant to the duties of the representative and must also be approved by the Trade Union Congress or by the independent trade union of which the employee is a representative.

This is no statutory requirement to pay for time off where training is undertaken at a time when the representative would not otherwise have been working.

Time off for trade union duties & activities

An employee who is a member of an independent trade union recognised by the employer for that description of employee is permitted reasonable time off during working hours to take part in trade union activities. There is no right to time off for trade union activities which themselves consist of industrial action.

There is no requirement that union members or representatives be paid for time off taken on trade union activities.

1. Introduction

Having regard to the relevant legislation and the ACAS Code of Practice, this document seeks to identify the framework for the facilities, paid time off for union duties and training and time off for trade union activities.

2. General

Representatives requesting time off to pursue their duties or activities, whether paid or unpaid should provide the University with as much notice as possible and give details of:

- The purpose of such time off
- The intended location
- The timing and duration of time off required

Where time off, paid or unpaid, has been granted to hold meetings within working hours either on or off University premises these should be arranged at a time and venue that will minimise disruption to normal working arrangements and the University's business.

Each representative must keep an accurate record of time spent on trade union duties or activities which may be requested for audit purposes from time to time. A 'model' record is attached to this agreement in order to ensure consistency of information available.

3. Facilities

The University will make available to the appointed/elected trade union representatives reasonable administrative facilities to enable them to perform their duties efficiently. This will include reasonable access to:

- Telephone and fax equipment
- Computer and photocopying facilities
- The internal and external mail distribution system
- Accommodation for meetings subject to availability and the University's normal room booking procedures
- Notice board space at appropriate locations where the union's notices and information can be displayed
- Appropriate use of the email facilities
- Storage facilities for archive material in the form of one shared secure filing cabinet

In the event of notice of or actual industrial action certain facilities may be suspended without notice.

It is the responsibility of the representatives to ensure economic and proportionate use of all equipment and facilities including the management of the notice board space that is provided. The use of equipment should not be excessive or cause undue disruption to the normal business of the University.

The extent and cost of the provision of these facilities will be subject to regular review by the JNG.

4. Time off – Duties

Accredited representatives will be permitted paid time off during working hours to carry out duties that are concerned with those issues that come within the scope of this agreement. The duties covered are those concerned with:

- Negotiations with the employer about matters for which the union is recognised for the purposes of collective bargaining i.e. pay, hours of work and holidays.
- Advising on and representing members at disciplinary and grievance proceedings
- Participating in the jointly agreed machinery for negotiation or consultation and other procedures i.e. preparation for and attendance at all JNG meetings
- Any other functions on behalf of employees of the University which the University has agreed the representative may perform

The representative will be allowed to leave his/her work in order to conduct any business directly associated with his/her responsibilities above, subject to the advance permission of the immediate Supervisor/Manager which will not be unreasonably withheld. 'Block' approval may be sought and agreed for regular/frequent events e.g. Joint Negotiation Group (JNG) meetings.

Payment will be the amount that the representative would have earned had they worked during the time off taken.

Meetings of the JNG will normally be held during working time and on University premises at a time agreed between the parties. Any representative who attends his/her place of work out-with their normal working time on union business shall not receive payment unless the reason for their attendance is for the purpose of carrying out representative duties relating to a specific invitation from the University to a joint meeting.

5. Time off – Activities

Members

Members of staff who are members of UNISON will be granted reasonable time off during working hours (lunch breaks are not classed as working hours) to take part in trade union activities which are concerned with the business of the University. Requests for such meetings should be made to either the Line Manager or Head of function or, in his/her absence, the Strategic Manager and time off granted under such circumstances will normally entitle the member of staff to suffer no loss of pay. Such activities are:

- Voting at the workplace in union elections

- Attending local meetings called to discuss a matter that is the subject of joint discussion and consideration by the JNG meeting full-time officials to discuss issues relevant to the workplace
- Meetings between members and local Branch representatives on University premises during normal working time

Representatives

There is no requirement that representatives be paid for time off taken on trade union activities but the University will consider payment in certain circumstances **where the business involved relates to University business.**

This does **not** include meetings that are for the purpose of organising industrial action against the employer nor actual industrial action.

Subject to the prior approval of the appropriate Head of function, in consultation with the Head of HR where necessary, paid time off will normally be given for the following:

- Branch meetings during normal working time on University premises
- Meetings between the full-time official and local Branch representatives on University premises during normal working time
- Attendance at scheduled meetings of the executive or of its committees to which the representative has been elected or appointed in accordance with union rules
- Attendance at the unions annual conference by one University branch delegate

With the prior permission of the Head of function or, in his/her absence the Strategic Manager, meetings between the trade union local representatives and the full-time official may also be held on University premises outside normal working time. In this case no payment will be made.

The standard University leave application procedures or the application for permission to make official visits out-with the University should be used for time off not relating to normal meetings, whichever is applicable.

All periods of absence in relation to trade union activities should be recorded on the weekly absence return to payroll with an indication of whether the time off is approved with pay, to be taken as annual leave or time to be made up.

6. Time off – Training

Understanding and recognising the need to ensure that local representatives are skilled and well trained the University will afford reasonable time off, with pay, for representatives to undertake appropriate approved training relevant to the carrying out of their trade union duties.

7. Disagreement regarding time off

Permission for reasonable time off with or without pay will normally be obtained from the immediate Supervisor/Manager or, where specified in this document, the Head of function or, in his/her absence, the Strategic Manager. In giving approval, account will be taken of the operational needs of the University and, from time to time, approval may not be possible and representatives will be given reasons and expected to respect such decisions. That said, where there is a disagreement, every effort will be made to resolve speedily any disagreement in relation to time off work for union duties or activities. Any dispute in this regard will be dealt with in accordance with the disputes procedure.