



**ROBERT GORDON  
UNIVERSITY•ABERDEEN**

**PARTNERSHIP AGREEMENT  
BETWEEN ROBERT GORDON UNIVERSITY  
AND  
ROBERT GORDON UNIVERSITY BRANCH OF  
THE UNIVERSITY AND COLLEGE UNION (UCU)**

**(Incorporating relevant Consultation arrangements  
and Procedural agreements)**

Effective from date of signature

### **Introduction**

With the Vision, Mission and Objectives of the University in mind, the spirit and intention of this agreement is to acknowledge that UCU has a legitimate expectation that it would be well informed and have an opportunity to comment (through a consultation process) on those matters that impact upon UCU members and are detailed in this agreement.

### **Definitions**

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

"University" means Robert Gordon University, Aberdeen being the employer of staff some of which are members of the UCU

"UCU" means the local branch of the University and College Union at Robert Gordon University, acting through its elected office-bearers, accredited representatives/safety representatives and full-time officials in accordance with the UCU rules.

"Consultation" means the process of communication between the University and the UCU to enable the views and/or concerns of staff, who are UCU members, to be expressed and incorporated into relevant decision-making processes.

The University will consult with the UCU on certain matters that are specified in this agreement.

### **Measures Agreed to Facilitate Consultation**

The UCU must have a University Branch and elected/appointed representatives employed by the University. If a representative ceases to be an employee of the University, he/she may not act as a UCU representative for the purposes of this agreement.

UCU representatives shall be appointed or elected by the employees who are members of the union in accordance with the union rules for the appointment to/election of such posts.

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.

Representatives should be skilled and well trained in relevant competencies. Subject to prior approval, paid time for relevant training in consultation processes and the skills involved will not be with-held.

The role of the representative is to represent the interests of UCU members, in respect of those matters under consultation, by ensuring that an informed and considered response is made to the University, on any matter it consults on, in a timely fashion. Normally the process of consultation by the University shall be in writing with a clear timescale for response by the UCU. Exceptionally, where the context/content of a consultation is complex or especially far reaching in its potential impact, a meeting to explain the proposals/hear concerns 'face to face' may be necessary. In this event the University/UCU shall request such a meeting in a timely fashion and the timescale for response to the consultation by the UCU shall be adjusted accordingly, but the response shall then not be unreasonably delayed.

Where the subject matter requires specialist adviser input or full time officer support at any meeting, this shall be notified by UCU in writing/by email not later than 72 hours before the meeting with reasons. It is expected that this will be the exception rather than the norm.

The local branch representative – normally the Branch Honorary Secretary or his/her nominee - will be allowed reasonable approved facility time in order to consult with the membership prior to responding to the University on any matter, subject to the prior agreement of the line manager, which will not be unreasonably withheld. It is expected that the representative will use the most time-efficient and effective means for this purpose including e-consultation processes where they are available and appropriate to the subject matter concerned.

In respect of the principle office holder – currently the Branch Honorary Secretary of the RGU branch of UCU – up to 0.1fte time allowance shall be available for all qualifying purposes that relate to the consultation and representation relationship between RGU and the RGU branch of UCU, including:

- Preparing for, co-ordinating and undertaking consultations with UCU branch members on matters initiated for consultation by RGU in accordance with this agreement;
- Representing branch members in respect of individual matters at RGU, specifically matters of grievance and discipline;
- Attending relevant training for the purposes of fulfilling consultation duties in the context of this agreement with RGU.
- In addition, this facility time can be utilised to enable attendance at Scottish and National UCU meetings, as well as local UCU meetings which concern Scottish or UK HE policy and/or UCU policy relating to these and/or policy/pay/terms/conditions matters covered by the consultation agreement. This would, therefore, include

meetings of the UCU Scotland Executive Committee and Congress, the UCU Higher Education Committee, the UCU National Executive Committee and Congress and their sub-committees where the RGU representative is the branch/regional/national appointed or elected delegate.

Such time may be used flexibly over the year provided that it does not exceed 0.1fte over the full period and subject always to the prior approval of the academic line manager. A record of time will be maintained which may be reviewed for audit purposes from time to time.

Certain matters – pay arrangements, holidays and hours of work – are the preserve of the University's Joint Negotiation Group (JNG) – within which there are two bargaining units, one for professional and support staff and one for academic staff. The unions recognised for this purpose are UNISON and EIS respectively. Agreements arrived at in this forum apply to all employees.

Separately however, the University has agreed to consult with the UCU on certain matters relating to the terms and conditions of employment of academic research staff, some of whom may be UCU members. These matters are:

- ◆ Certain terms and conditions of employment - sickness benefits, maternity, paternity and parental benefits, methods of payment, notice periods.
- ◆ Disciplinary, Grievance and Whistle-blowing Procedures
- ◆ Employee Performance Review (EPR)
- ◆ Training policy, plans and progress
- ◆ Pay structures and job evaluation.
- ◆ Equality and diversity policy
- ◆ Other significant employment policy matters e.g. use of fixed term contracts
- ◆ Significant organisational change which affects research staff

and also in respect of the statutory consultation requirements on the University, these being e.g.

- ◆ Prospective redundancies
- ◆ TUPE transfers
- ◆ Matters of health and safety not properly the remit of the reformed Health and Safety Committee (within which the UCU will be expected to play a full part alongside other campus trade unions and campus representatives).

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

The University acknowledges – see above – that UCU representatives may also represent employees in personal cases at

the University, and reasonable facility time is afforded to enable reps to provide this representation.

**Principle University points of contact for consultation purposes**

Head of Human Resources – currently Ms Lydia Ross  
Head of Occupational Health and Environmental Safety – currently Dr. Harris Cooper


**Review of this agreement**

The terms of this agreement are not legally enforceable.

A review of this agreement may be sought by either party on the occasion of a significant event which impacts in a substantive way, directly or indirectly, on the terms of this agreement. This may inter alia include any move from national pay bargaining to local pay bargaining, or developments vice versa, a successful claim by UCU for wider/extended recognition, a fundamental change in the University's wider recognition strategy that affects this agreement etc. There is no obligation on either party to engage in such a review as this will depend on the circumstances. Either party may withdraw from the agreement on giving three months notice to the other side with the reasons for withdrawal.

Signed for RGU:  Date 2ND APRIL 2012

David Briggs, Executive Director (Human Resources)

Signed for UCU:   
Bill Donaldson, RGUCU President Date 17 APR 2012

