

THE UNIVERSITY OF YORK

EMPLOYEE RELATIONS STRUCTURE

1. Vision, Statement of Intent and Binding Agreement

The intention of this structure is to develop employee relations now and into the future in the spirit of partnership and continuous development in accordance with the following:

- The University, University Management and Trade Unions intend to work in partnership to achieve fair, equal and beneficial development of the University.
- This structure, **the primary component of which is a University of York Joint Negotiating and Consultation Committee (UY/JNCC)**, aims to enhance effective communication with all staff throughout the University to achieve greater participation and involvement of all members of staff.
- The Trade Unions recognise the University's responsibilities to plan, organise and manage its work in order to achieve the best possible results pursuing its overall aims and objectives.
- The University recognises the Trade Unions' responsibilities to represent the interests of their members.
- It is expected that appropriate training will be undertaken by all people holding formal employee relations roles to enhance the operation of the structure.
- The right for time off and facilities for Trade Union duties is acknowledged by the University in line with employment legislation (Trade Union and Labour Relations (Consolidation) Act 1992, The Employment Protection Code of Practice (Time Off) Order 2003 and associated legislation).

2. Purpose

All parties agree that it is their mutual interest to create, observe and maintain an employee relations structure within which all issues arising between them can be considered and resolved.

3. Functions and Scope

To achieve this purpose, the University management and the recognised Trade Unions commit themselves:

- To maintain and improve employee relations between University management and University employees as represented by the recognised Trade Unions through regular communication, consultation and negotiation in the appropriate agreed forums.
- To work co-operatively wherever possible
- To resolve all issues at the earliest stage and as expeditiously as possible.
- To seek to prevent differences arising and to resolve them where they do.
- To the smooth operation and expeditious implementation of agreements made.

- To make recommendations and take decisions **as appropriate** on relevant issues.
- To increase awareness of employee relations matters.

The parties to this agreement are committed to the University's equal opportunities policies, schemes, plans and codes of practice, which seek to promote equality of opportunity in all areas of the University.

The parties recognise that there may be occasions where national agreements change and in so doing affect the UY/JNCC structure. All parties therefore agree that if national agreements change the UY/JNCC structure will be reviewed.

4. Governance

The UY/JNCC is created by both parties to operate within the structure of the University to achieve the aims set out above. As such, however, it cannot transcend the authority of either the University Council or the signatory Trade Unions, and decisions arrived at in the UY/JNCC are subject to any necessary ratification by the respective signatories.

5. Negotiation, Consultation and Communication

Negotiation

Collective bargaining is the process by which the University of York and the recognised Trade Unions seek to reach agreement through negotiation on issues such as pay and terms and conditions of employment. It is distinct from consultation where the responsibility for decision making remains with management.

Consultation

Consultation is the process by which management and employees or their representatives jointly examine and discuss issues of mutual concern. It involves managers actively seeking and then taking account of the views of employees, either directly or through their representatives, before making a decision. Meaningful consultation depends on those being consulted having adequate information and time to consider it. It is important to remember that merely providing information does not constitute consultation.

Communication

Communication is concerned with the interchange of information, instructions and ideas. Communication in this context enables the University of York to function efficiently and is either carried out directly (through face to face meetings and team briefings) or indirectly (through e-mails and newsletters).

Examples of matters for negotiation, consultation and communication are presented below for illustrative purposes only. The examples do not represent an exhaustive list and all parties are encouraged to bring what they deem legitimate items to the JNCC for negotiation, consultation, or communication purposes.

5.1 Matters for Negotiation

In so far as these are not the subject of national bargaining procedures in which the parties to this agreement have the right to participate.

5.1.1 Pay: for all staff in terms of the following. It is noted that certain exclusions may apply to professorial roles and senior managers.

- Basic pay, salary spine, grading structure and percentage uplift annually - *excluding Professorial local discretionary bands and Senior Management grades*
- Pay entitlements and additional payments, for example for illustrative purposes:
 - Sick pay entitlement and rates
 - Maternity pay entitlement and rates
 - Overtime payments
- Pension schemes in terms of the following:
 - University of York Pension Scheme – the right to join the scheme and to have a Negotiating Committee to negotiate rules and ancillary matters as defined in the Negotiating Committee's terms of reference.
 - Universities Superannuation Scheme – the right to join the scheme.

5.1.2 Terms and Conditions of Employment, for all staff, in terms of the following¹:

- Those terms and conditions of employment that affect the express, implied, incorporated and/or statutory contract of employment and the physical conditions in which any employee is required to work, for example for illustrative purposes:
 - Grievance policy
 - Disciplinary policy
 - Promotion policy (ART staff only)
 - Holiday entitlement
 - Sick leave entitlement
- Engagement or non-engagement, or termination or suspension of employment or the duties of employment of employees.
- Allocation of work or the duties of employment between employees including the definition of the working week.
- Relevant University Statutes ²
- Time off and other facilities for officials of Trade Unions
- Recognition of Trade Unions in terms of membership or non-membership.
- Collective bargaining machinery for negotiation, consultation and communication, and other procedures relating to any of the above matters.

¹ The wording for this section is, predominantly, from the Trade Union and Labour Relations (Consolidation) Act 1992 (c.52), section 178.

² Specifically Statutes 22, 23 and 24

5.2 Matters for Consultation

5.2.1 *Terms and Conditions of Employment, for all staff covered by University policy in terms of the following:*

- The interpretation and implementation of new employment and anti-discrimination legislation, unless University management intends to enter into a collective agreement, whereupon it shall be a matter for negotiation and/or consultation.
- University policy that has a direct impact on staff conditions but which does not form part of the agreed definition of terms and conditions of employment as noted under matters for negotiation, for example for illustrative purposes:
 - Staff training and career development.
- Substantial strategic planning decisions.
- Operational decisions resulting from planning that are likely to affect employment prospects or employment security.

5.3 Matters for Communication

- Briefings on strategic planning matters such as, for example for illustrative purposes: Departmental Reviews, the University Budget and the Corporate Plan and major development projects or plans.

5.4 Matters External to the JNCC Structure

It is recognised that there may be some matters relating to terms and conditions of employment that will be dealt with by appropriately structured committees, in that Trade Union representation will exist and the committees will be empowered to make decisions appropriate to their terms of reference. For example for illustrative purposes:

- Health and Safety issues dealt with by the Health, Safety and Welfare Committee.
- Equal Opportunities issues dealt with by the Equal Opportunities Committee.

6. Joint Negotiating and Consultation Structures

6.1 Joint Negotiating and Consultation Committee

The negotiating and consultation structure shall consist of a single primary University of York Joint Negotiating and Consultation Committee (hereafter UY/JNCC), with the power to establish such Joint Temporary Working Groups (JTWGs) as the Vice Chancellor (or her/his representatives) or a recognised trade union may propose to address particular issues. The UY/JNCC should also establish a subsidiary JNCC with each of the three recognised unions for negotiation and/or consultation (as defined above) on matters deemed pertinent only to the members of that particular union.

6.1.1 Composition of the UY/JNCC

The University of York Joint Negotiating and Consultation Committee shall consist of:

- A number of representatives of University Management that is equal to the number of Trade Union representatives, to be appointed by the University Council, one to be the Vice Chancellor (or her/his nominated deputy) and at least one to be the head of an academic department

- Two representatives from each of the recognised Trade Unions **regardless of Trade Union membership**, nominated by those unions in accordance with their specific requirements in terms of Trade Union appointment, with an additional representative for each 250 members or part thereof.
- The quorum for any meeting shall be 10: 5 representatives from Management and 5 representatives from the Trade Unions (2 from UCU, 2 from Unison and 1 from Unite).
- By mutual consent all parties within the UY/ JNCC may co-opt either internal or external advisors (with the right to speak but not to vote), to aid the UY/JNCC with problem solving. Where co-opted such advisors may be invited to attend in an advisory capacity for specific issues.
- In the case of local Trade Unions not being able to field a local executive representative which would otherwise result in the cancellation of a UY/JNCC meeting as not meeting quorum, Trade Unions may be represented by Full Time Officials who may act on their behalf. This representation may only be of sufficient number in order to meet quorum. At all other times and for all other purposes Full Time Officials will be co-opted in accordance with the above paragraph.
- A secretary, not being a member of the committee, to provide administrative support to the UY/JNCC

It is the responsibility of the University Management to provide appropriate secretarial and other support services to the UY/JNCC

The Chair shall be appointed for each meeting by the UY/JNCC in rotation between University Management and the recognised Trade Unions.

If an appointed representative of any party is unable to attend a meeting then an accredited (named alternate) representative may attend in their place.

6.1.2 Meetings of the UY/JNCC

At least three ordinary meetings of the UY/JNCC will be scheduled on set days each academic year. Items for the agenda must be identified to the Secretary at least 10 working days before a meeting. The agenda and any supporting papers shall be distributed to all members at least 5 working days before a meeting. Any member of the UY/JNCC may ask for an extraordinary meeting of the UY/JNCC to be convened, at which all parties will endeavour to attend within 10 working days.

Minutes of meetings of the UY/JNCC shall be distributed, following agreement with the Chair, within 15 working days of the meeting.

6.2 Sub-Joint Negotiating and Consultation Committees

A sub-JNCC is the forum for negotiation and/or consultation (as defined above) on matters agreed to be pertinent solely to the members of that particular union. The UY/JNCC shall normally accept as agreed, without the need for further discussion any decisions and/or agreements reached in any sub-JNCC. However, the UY/JNCC may

also refer any issue back to the relevant sub-JNCC, or other sub-JNCCs, if there is thought to be an overlap of interests. The Vice Chancellor (or her/his representatives) and the recognised Trade Unions reserve the right to transfer any matters before the UY/JNCC that they consider to be a single union matter to the relevant sub-JNCC.

6.2.1 Matters solely for the sub-JNCCs

The UY/JNCC shall direct which issues may be dealt with by specific sub-JNCCs. This is to ensure that the matters that may be dealt with by each sub-JNCC shall not be a prescriptive list and shall not inhibit or constrain the sub-JNCCs. In particular, there is recognition that some issues may cross over two sub-JNCCs. This structure will therefore not constrain delegation by the UY/JNCC nor prevent the UY/JNCC from remitting certain issues back to the UY/JNCC. Each issue will therefore be dealt with on its merits.

6.2.2 Composition of the sub-JNCC's

Each sub-JNCC shall consist of:

- Three members of University management as appointed by the University Council and/or drawn from the UY/JNCC.
- Three Union representatives as nominated by the Trade Union branches and/or drawn from the UY/JNCC.
- The quorum for any meeting shall be 4: 2 representatives from University management and 2 representatives from the Trade Union.
- By mutual consent all parties within the sub-JNCC may co-opt either internal or external advisors (with the right to speak but not to vote) to aid the sub-JNCC with problem solving. Where co-opted such advisors may be invited to attend in an advisory capacity for specific issues.
- In the case of local Trade Unions not being able to field a local executive representative which would otherwise result in the cancellation of a sub-JNCC as not meeting quorum, Trade Unions may be represented by Full Time Officials who may act on their behalf. This representation may only be of sufficient number in order to meet quorum. For all other purposes and at all other times Full Time Officials would be co-opted in accordance with the above paragraph.
- A secretary, as defined above

It is the responsibility of University management to provide appropriate secretarial and other support services to a sub-JNCC

Members of a sub-JNCC need not be members of the UY/JNCC, although some overlapping membership is considered to be likely to be helpful in most instances.

The Chair shall be appointed for each meeting by the sub-JNCC in rotation between University management and the recognised Trade Unions.

6.2.3 Meetings of the sub-JNCC

At least three ordinary meetings of a sub-JNCC will be scheduled to meet on set days each academic year, but need only convene if agenda items are proposed by either party. Items for the agenda must be identified to the Secretary at least 10 working days before a meeting. The agenda and any supporting papers shall be distributed to all members at least 5 working days before a meeting. If the Secretary receives no agenda items, she/he may propose at least 7 working days before the scheduled meeting that the Sub-JNC need not convene. Any voting member of a sub-JNCC may ask for an extraordinary meeting of a sub-JNCC to be convened, at which all parties will endeavour to attend within 10 working days.

Minutes of meetings of any sub-JNCC shall be distributed, following agreement with the Chair, within 15 working days of the meeting.

6.3 Joint Temporary Working Interest Groups

The UY/JNCC has the power to establish such Joint Temporary Working Groups (JTWGs) as it considers necessary to resolve specific issues/policies/procedures referred to it. A JTWG will only ever have a temporary status and its cessation will be defined by the resolution of the matters for which it was established, or by the authority of the UY/JNCC. JTWGs will report their progress, findings, recommendations, decisions and/or agreements on the issues for which they were established to the UY/JNCC. The UY/JNCC will take a final view on any and all decisions and/or agreements reached in a JTWG.

6.3.1 Composition of Joint Temporary Working Groups

Each and any JTWG will consist of an equal number of University management and Union representatives as defined at the point of its formation by mutual consent within the UY/JNCC. Its members at the first convened meeting will decide the internal structure of each and any JTWG, save for the requirement for each JTWG to have a secretary, as defined above.

6.3.2 Meetings of the Joint Temporary Working Groups

The schedule of meetings for a JTWG will be decided by its members at the first convened meeting.

6.4 Special Interest Groups

There are certain groups whose work impacts upon, informs and/or adds to the work of the UY/JNCC. These groups will stand on their own merits but will have the status of Special Interest Groups (SIGs). Proposals, decisions and communications from SIGs will be disseminated to the UY/JNCC as part of the employee relations structure. If the SIGs noted below change their remit and or structure, or there is a breakdown in their operation, issues dealt with by the SIGs may be referred to the UY/JNCC for consideration. SIGs may vary from time to time but the primary SIGs at the time of writing are:

Equal Opportunities in Employment Task Group
The University of York Sustainable Transport Plan, Car Parking Working Group.

7. Reaching Agreement

The UY/JNCC will aim to reach agreement by consensus on the issues presented before it, fully exploring all options available. The method of reaching agreement may be as defined by the UY/JNCC particular to the issues in hand and may include, but not limited to, options such as general agreement, consensus, ranking of options and voting. There shall be no power of veto. Where an agreement is reached that, although by consensus, is not unanimous, a period of review will be incorporated within the agreement in order for the UY/JNCC to confirm the agreement. Where significant differences remain and agreement cannot be reached recourse to the Dispute Resolution Procedure will be considered.

8. Variation, Duration and Termination

There shall be no variation to this agreement except by joint agreement after negotiation within the UY/JNCC. Any party wishing to propose a variation or amendment to this agreement must do so in writing to all parties giving at least three calendar months notice.

Any party may withdraw from this agreement by presenting 12 calendar months notice in writing to all the other parties.

9. Review

There shall be periodic reviews of the operational effectiveness of this agreement.

The initial review of this framework will be defined as an Agenda Item for the fifth meeting of the UY/JNCC as agreed by this framework. The UY/JNCC will decide whether a review is appropriate at that time.

The review shall not be an opportunity to cancel the agreement and revert back to previous agreements.

The review will aim either to confirm the adequacy of the agreement as it stands or to alter it in order to make it more effective and fit for purpose at the time of review and into the future.

10. Dispute Resolution Procedure

The University of York recognises that there are three main elements of Employee Relations discussions; Communication, Consultation and Negotiation. The definitions of these are as provided by ACAS/Employment legislation. However, where negotiation, as the last main element of Employee Relations, breaks down, it is accepted that there must be a procedure to enable further discussion. The following is the Dispute Resolution Procedure statement:

The parties to the negotiations at the University of York are committed to striving for agreed outcomes. If, exceptionally, these cannot be achieved, either the employers or the trade union(s) may invoke the following procedure:

- Where all parties agree that it appears that all scope for progress through the normal negotiations has been exhausted, either the employers or any of the trade

unions recognised at the University of York may give formal notice to all parties that it is applying this dispute resolution procedure;

- Following receipt of such notification the parties will agree within seven working days on dates for at least two meetings to seek to resolve the dispute. Unless agreed otherwise, these meetings will take place within the following fourteen working days;
- Attendance at these meetings will normally include regional officials and representatives of the trade unions in dispute, together with senior University of York officials and representatives of the University of York Council;
- The focus of these meetings will be on reaching a settlement of the issue(s) in dispute. Such settlement should also seek to include recommendations on how similar disputes might be avoided in the future;
- Further meetings beyond this initial period may take place where it is agreed between the parties;
- If it has not been possible to resolve the dispute through this series of meetings, the parties will consider whether third-party assistance – normally using ACAS for mediation and conciliation – would be helpful. A decision on this should be taken within the following seven working days;
- Throughout the period for dispute resolution meetings, and for third-party assistance, the University of York will not impose a resolution and the trade unions will refrain from taking any form of industrial action until the procedure has been fully exhausted;
- The Dispute Resolution procedure will be reviewed in line with any review of the UY/JNCC structure following any change to national agreements;
- Outcomes from any stage in the procedure will be communicated jointly.

11. Joint Signatories

Sally Neocosmos, Registrar and Secretary, for the University of York.

Dr Brian Woods, President, UCU University of York Branch.

Phil Foster, co-Chair, UNISON University of York Branch.

Bob Hide, Secretary, UNITE University of York Branch.

Philip Ratcliff, Secretary, Employee Relations Working Group.

Dated: _____ 2008

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