

RECOGNITION AGREEMENT

between

The University Court of the University of Glasgow (The University)

And The University branches of

University and College Union (UCU), UNISON, Unite and GMB

1. COMMENCEMENT DATE

This Agreement commenced on 13 October 2014 and supersedes all previous agreements between the University and the Recognised Trade Unions (whether in writing or otherwise).

2. PURPOSE

The purpose of this Agreement is to set out the arrangements for Trade Union Recognition within The University and to establish a framework for consultation and negotiation.

3. DEFINITIONS

In this Agreement, the following definitions apply:-

Consultation means engaging in joint dialogue when proposals are at a formative stage to enable the University to take account of the views of the Recognised Trade Unions prior to decisions being taken and implemented;

Negotiation means engaging in dialogue with a view to reaching agreement;

Employees means, for the purposes of this agreement, all individuals engaged directly by The University either as employees or workers.

Elected Representatives means those Employees belonging to a Recognised Trade Union who are elected by the Employees to represent their interests;

The Parties refers to The University and the Recognised Trade Unions.

4. GENERAL PRINCIPLES

- 4.1. The University and the Recognised Trade Unions accept that the terms of this Agreement are binding in honour upon them but do not constitute a legally enforceable agreement.
- 4.2. The University and the Recognised Trade Unions understand that their common interest and purpose is to further the aims and objectives of the University and to establish and maintain the on-going success of the University in line with the University's strategy.
- 4.3. The University and Recognised Trade Unions declare their commitment to maintaining good employee relations and to considering issues on the basis of joint problem solving. The University and the Recognised Trade Unions understand that their common interest and purpose is also to achieve reasonable solutions to all matters which concern either party, to enhance effective communication with all staff throughout the organisation and to promote good management practice throughout the University.
- 4.4. The Recognised Trade Unions understand the University's responsibility to plan, organise and manage the work of the University in order to achieve the best possible results in pursuing its overall aims and objectives, balancing the interests of all stakeholders including colleagues, students and funding organisations.
- 4.5. The University recognises the responsibility of the Recognised Trade Unions to represent the interests of their members, collectively and individually, and to achieving the most effective outcome in relation to terms and conditions of employment.

- 4.6. The University and the Recognised Trade Unions accept the need for consultation and negotiation in securing their objectives. To this end, they acknowledge the importance of sharing relevant information on issues of common interest.
- 4.7. The University acknowledges and accepts the right of its employees to be members of a Trade Union and further recognises the importance of staff representation and welcomes a constructive relationship between The University and the Recognised Trade Unions.
- 4.8. The University will act to ensure that trade union membership and acting as an Elected Representative will not prejudice an Employee's employment or career prospects with the University.
- 4.9. This agreement aims to support greater participation and involvement of all employees in the running and development of the University within all its governance structures and bodies, to promote equality of opportunity for all employees and prospective employees and to support the fair and equitable treatment of staff in all matters.

5. TRADE UNION RECOGNITION

- 5.1. The University recognises UCU as having sole negotiating rights for all employees in the Research & Teaching job family and those of grade 8 and 9 in the Management, Professional & Administrative (MPA) and Technical & Specialist job families. UCU is additionally recognised for employees at Grades 6 & 7 within the MPA job family.
- 5.2. The University recognises UNISON, as having negotiating rights for employees at grades 2-7 within the MPA and all grades within the Operational job families.
- 5.3. The University recognises Unite, as having negotiating rights for employees at grades 2-7 within the Technical & Specialist and all grades within the Operational job families.
- 5.4. The University recognises GMB as having negotiating rights for Employees at all grades within the Operational job family.

6. TRADE UNION REPRESENTATION

- 6.1. Members of the Recognised Trade Unions employed by The University will elect Representatives in accordance with their union rules to act as their spokespersons in representing their interests for employee relations, health and safety and learning and development.
- 6.2. The Recognised Trade Unions undertake to inform the University of the names of all Elected Representatives in writing at the earliest possible opportunity of their election and to inform the University in writing of any subsequent changes, each time at the earliest possible opportunity of the change having taken place.
- 6.3. The University and the Recognised Trade Unions agree that only those Employees whose names have been notified to the University as Elected Representatives shall have the authority to represent the Employees.
- 6.4. The University and the Recognised Trade Unions agree that, on a case-by-case basis and subject to prior agreement, appropriate colleagues may shadow at relevant meetings for the purposes of personal development and gaining experience.

7. JOINT COMMITTEE OF CONSULTATION AND NEGOTIATION

- 7.1. The University and the Recognised Trade Unions agree to set up a Joint Committee of Consultation and Negotiation (JCCN) in accordance with the terms set out in Appendix A.
- 7.2. The University will undertake to commence consultations early enough to enable the Recognised Trade Unions to influence the implementation of proposals.
- 7.3. The University and the Recognised Trade Unions will provide sufficient resource to enable the consultation and negotiation agenda to be achieved in good time.

8. FACILITIES ARRANGEMENTS

The University agrees to provide facilities for the Elected Representatives to enable them to discharge their responsibilities in accordance with the Facilities Agreement set out in Appendix B.

9. PROVISION OF INFORMATION

The University undertakes to supply the Recognised Trade Unions with relevant information for the purposes of enabling effective consultation and negotiation in accordance with Section 181 of the Trade Union and Labour Relations (Consolidation) Act. This shall include but not be limited to the University's employment policies,

procedures and relevant information with regard to recent or impending developments for the University and where appropriate its economic situation.

10. INDIVIDUAL REPRESENTATION

- 10.1. The University recognises and values the role of the Recognised Trade Unions in representing the interests of any of their members at all formal stages of the application of the University employment policies and will act to facilitate such representation by elected representatives where the right to be accompanied exists either in statute or University Policy.
- 10.2. If an Elected Representative is to become the subject of the formal stages of any of the University procedures covering Discipline, Capability or dismissal for whatever reason, before commencing the procedure, The University will inform the Branch Secretary and/or the Branch Chair/President or Full Time Official of the Recognised Trade Union to which the Elected Representative belongs.


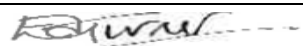

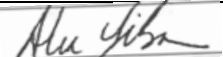
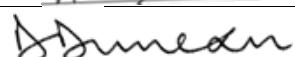
11. COLLECTIVE DISPUTE PROCEDURE

The University and the Recognised Trade Unions are committed to working towards agreed outcomes. All parties accept that they have a joint responsibility to discuss potential disputes informally at the earliest stage possible. If, exceptionally, agreement cannot be achieved, the Collective Dispute Procedure in Appendix C will apply.

12. VARIATION AND TERMINATION

- 12.1. The Parties may agree to vary any of the terms of this Agreement (and associated Appendices) by mutual agreement. Such amendments will be recorded in writing.
- 12.2. This Agreement can be terminated by any Party giving 6 months' notice in writing.

This Agreement (together with Appendices A, B and C) are signed on behalf of:

Party	Name of Representative	Signatory	Date
UCU	Richard Reeve		07/07/23
UNISON	Liz Turner		06/07/23
Unite	Christopher Kennedy		14/08/23
GMB	Alex Gibson		11/07/23
University	David Duncan		11/07/23

Information on Version.

This Recognition Agreement was initially agreed in October 2014. This version was refreshed in June 2023 to include clarification to the Chair arrangements for JCCN at Appendix A, recognition for Equalities Reps, updated facilities time at Appendix B and changes to the named representatives. This version also incorporates a new paragraph at 6.4 accommodating shadowing at meetings (agreed in May 2019). Earlier changes (agreed in February 2017) incorporated changes to section 5 following amendments to the Job Family structure. Last updated in June 2023 to reflect changes in named representatives and facility time allocations.

APPENDIX A

JOINT COMMITTEE OF CONSULTATION AND NEGOTIATION (JCCN): MEMORANDUM OF UNDERSTANDING

between

The University Court of the University of Glasgow (The University)

and

**University and College Union (UCU)
UNISON
Unite
GMB (the Recognised Trade Unions)**

1. INTRODUCTION

- 1.1 This Appendix A forms part of the Recognition Agreement between the University and the Recognised Trade Unions (the **Recognition Agreement**) and supersedes any and all consultation and negotiation arrangements that exist between the Parties.
- 1.2 The terms in this Appendix A have the same meaning as the definitions in the Recognition Agreement unless otherwise stated.
- 1.3 The University and the Recognised Trade Unions have common objectives aimed towards:
 - maintaining effective employment practices and employee relations;
 - encouraging effective communication;
 - meaningful consultation and engagement with all Employees; and
 - ensuring that Employees are treated fairly and equitably.

2. PURPOSE

- 2.1 This Appendix repeals any previous collective bargaining arrangements that may have existed between the Recognised Trade Unions and the University and replaces them with single table bargaining through a Joint Committee for Consultation and Negotiation (JCCN). The scope and arrangements for the JCCN and single table bargaining are contained in this Appendix A.
- 2.2 The purpose of the JCCN is:
 - to establish and maintain effective working relationships between the parties;
 - to ensure a sound and effective employee relations platform;
 - to engage promptly and openly to avoid misunderstanding between the University and the Recognised Trade Unions;
 - to work collaboratively on matters of common interest and concern;
 - to negotiate, where appropriate at a local level, pay and conditions of employment for Employees in line with section 3 below;
 - to conduct statutory and other consultation on proposals to enable The University to consider the views of the Elected Representatives through discussion and feedback, before the University takes certain decisions.

3. SCOPE OF JCCN NEGOTIATION AND CONSULTATION POWERS

- 3.1 The JCCN can negotiate and agree:
 - 3.1.1 changes to the agreed terms and conditions of Employees' employment; and
 - 3.1.2 changes to the University substantive pay spine and grading structure.
- 3.2 The University recognises that the JCCN will be consulted on a range of matters which may directly affect and impact upon Employees. Such matters may include but are not limited to:
 - 3.2.1 non-contractual employment policies;
 - 3.2.2 health and safety;
 - 3.2.3 equal opportunities;
 - 3.2.4 learning and development;
 - 3.2.5 University procedures and working practices.
- 3.3 The University will additionally consult the JCCN on its:
 - 3.3.1 strategic priorities;
 - 3.3.2 financial health;
 - 3.3.3 potential restructuring particularly if Employees' employment may be affected;
 - 3.3.4 anticipated changes in the organisation of work or matters of a contractual nature which may include management of organisational change and transfer of undertakings.
- 3.4 If necessary, the Parties will, at the outset of discussions on a particular topic, agree whether the engagement is by way of consultation or negotiation.
- 3.5 The JCCN shall not consult on individual cases but rather matters affecting a body of Employees. Individual matters shall be dealt with through the established procedures and shall be considered by the JCCN only when matters of general principle arise.

4 MEMBERSHIP OF JCCN

- 4.1 The JCCN is jointly chaired by the University and Trade Unions and a rotational chairperson will be nominated by the JCCN in advance of each meeting.
- 4.2 The JCCN shall be comprised of no more than 10 members (Members). Members will consist of representatives from the University and Elected Representatives from each of the Recognised Trade Unions.
- 4.3 Up to 5 Members of the JCCN shall be representatives of University management (including members of the Senior Management Group) and would normally include the Senior Vice Principal, the Secretary of Court, the Executive Director and Deputy Director of People & Organisational Development (or designates)) (**University Representatives**).
- 4.4 Up to 5 Members of the JCCN shall be members of staff who are Elected Representatives from the Recognised Trade Unions; there will be one from each of UNISON, Unite and GMB and two from the Universities & College Union (UCU).
- 4.5 The Recognised Trade Unions shall confirm the names of their Elected Representatives to all other Parties on an annual basis and inform each other immediately of any changes in the interim period.
- 4.6 Elected Representatives and University Representatives shall make every effort to attend each JCCN meeting but a substitution will be permitted where an absence cannot be avoided.
- 4.7 The Recognised Trade Unions will endeavour to ensure that Elected Representatives attending a JCCN meeting are appropriately placed to deal with the topics under discussion.
- 4.8 Advisers to all parties who are not members of the JCCN may attend and participate (and speak) in JCCN meetings.
- 4.9 JCCN meetings shall be quorate if three University Representatives are present along with one Elected Representative from UCU and at least one Elected Representative from at least two of the other Recognised Trade Unions are present.

5 MEETINGS AND ADMINISTRATION

- 5.1 The Parties shall agree a timetable of JCCN meetings at the start of each academic year, with a minimum of one meeting per trimester.

- 5.2 JCCN meetings may be adjourned by agreement between the Parties for no longer than ten working days. During a JCCN meeting either side may withdraw to consult separately.
- 5.3 Special meetings may be called by the nominated person of a Recognised Trade Union or the University. To call a special meeting, the nominated person must write to the Secretary to the JCCN requesting a meeting and detailing the purpose of the meeting. The written request should be copied to the other nominated persons. The nominated persons are the Branch Secretary of each Recognised Trade Union and, for the University, the Executive Director of People & Organisational Development. Special meetings must be convened within twenty working days, unless the party requesting the meeting agrees otherwise.
- 5.4 The University will appoint a Secretary to the JCCN (the Secretary).
- 5.5 The role of the Secretary is to arrange meetings, prepare agendas and take and circulate minutes. The Branch Secretary of each Recognised Trade Union should notify the Secretary of items for discussion, in writing, no later than seven working days before each meeting.
- 5.6 The agenda shall normally be issued five working days before each meeting.
- 5.7 The agenda shall provide for any other business of an urgent nature, which could not have been notified to the Secretary for inclusion on the agenda.
- 5.8 On each item negotiated upon, the minutes shall either record an agreement by the Parties (including the date when the agreement will take effect) or a failure to agree, including any recommendations for the resolution of such disagreement.
- 5.9 The minutes of all meetings shall be agreed by the Parties or a note recording disagreement shall be included. The Secretary will circulate draft minutes to the Branch Secretary of each Recognised Trade Union for comment/amendment normally within ten working days after the date of the meeting. The Branch Secretaries will respond with any comments or requested amendments normally within ten working days of receipt of the minutes.
- 5.10 Minutes shall be subject to the agreement of the JCCN at the next meeting of the JCCN.
- 5.11 The minutes of the JCCN will be reported to the University Court for information.
- 5.12 The Parties accept that outside of formal meetings of the JCCN, the Parties will come to together from time to time to engage in discussions regarding (inter alia) potential changes to conditions of employment or working arrangements on the understanding that formal ratification of a change requires the formal approval of the JCCN.

6 COMMITTEE DECISIONS

- 6.1 Minor amendments to Employees' conditions of employment may be agreed by the Parties in writing without a formal meeting of JCCN. Such agreements will be reported to the next meeting of JCCN. If agreement cannot be reached, the matter shall be considered by a meeting of the JCCN. Major changes of this nature shall be dealt with by a meeting of the JCCN.
- 6.2 The normal expectation is that members of all Parties will have the ability to make commitments on behalf of the party they represent, but it is recognised that there may be occasions when the Parties may need to consult more widely with their respective stakeholders before agreement is confirmed. Where this is the case, the Parties should advise the JCCN accordingly. Consequently, there are two forms of agreement that can be reached within the JCCN:
 - 6.2.1 Agreements where all Parties are sufficiently mandated and authorised to reach a binding agreement without recourse to their respective stakeholders; and
 - 6.2.2 Where the Parties are insufficiently mandated and/or not authorised, agreements reached within the JCCN shall take the form of a proposal to be ratified by all relevant stakeholders. Where such a proposal is ratified by all stakeholders, that proposal will become a binding agreement.
- 6.3 Where one or more of the Recognised Trade Unions cannot agree to a proposal there shall be no agreement through the JCCN.
- 6.4 Agreements reached within the JCCN, by either of the routes outlined in paragraph 6.2 above may, where the issue is of a contractual nature, take the form of a collective agreement for the purposes of amending terms and conditions of employment.

7 SUB-COMMITTEES

- 7.1 The Parties will establish a Policy Review Group (PRG) as a sub-committee of the JCCN. The PRG will discuss proposed changes to employment policies and present recommendations to the JCCN.
- 7.2 The Parties may agree to establish local sub-committees of the JCCN to consider matters for consultation which are of relevance to only one area of The University such as a College or University Services Department. The membership and administration arrangements will be agreed as required and such local sub-committees will report to and (where necessary) seek approval by the JCCN.
- 7.3 The Parties may also agree to establish ad hoc sub-committees of the JCCN to consider matters for negotiation and consultation between a single Trade Union and the University. Their purpose will be to consider matters which are of relevance only to a limited group of staff represented by one Trade Union. Ad hoc sub-committees may be called by either Party in writing to the JCCN Secretary. The membership and administration arrangements will be agreed as required. Ad hoc sub-committees will report to and (where necessary) seek approval by the JCCN.

8 FACILITIES AGREEMENT

The University agrees to provide facilities for Elected Representatives to enable them to discharge their responsibilities in accordance with the Facilities Agreement set out in Appendix B.

APPENDIX B

FACILITIES AGREEMENT

between

The University Court of the University of Glasgow

And

University and College Union (UCU)

UNISON

Unite

GMB

1. INTRODUCTION

- 1.1. This Appendix B forms part of the Recognition Agreement between the University and the Recognised Trade Unions (the **Recognition Agreement**) and supersedes any and all facilities arrangements that exist between the Parties.
- 1.2. The terms in this Appendix B have the same meaning as the definitions in the Recognition Agreement unless otherwise stated.

2. PURPOSE AND PRINCIPLES

- 2.1. The University accepts its responsibilities in the pursuit and maintenance of effective employee relations and the Recognised Trade Unions understand the circumstances and operational arrangements which have to be considered prior to the authorisation of requests for time off for trade union duties.
- 2.2. It is the responsibility of the Recognised Trade Unions to ensure that Elected Representatives are appropriately briefed and trained in relation to the conduct of their duties, roles and practices, appropriate agreements and procedures and the practice of employee relations generally. The University recognises that Elected Representatives are entitled to reasonable time off during working hours to undergo appropriate training relevant to their duties.
- 2.3. The University will allow Elected Representatives to take reasonable paid time off to carry out their duties and attend training which is relevant to those duties.
- 2.4. The arrangements set out in this Appendix B will be applied in accordance with the Trade Union and Labour Relations (Consolidation) Act 1992 and the ACAS Code of Practice.

3. TRADE UNION REPRESENTATION

The Recognised Trade Unions will elect Employee Representatives from members who are employees of The University in accordance with the rules and procedures of their respective Trade Union. The Trade Unions will notify the Secretary of the JCCN on an annual basis of the names of all Employee Representatives and those holding particular office within The University Branch of the Recognised Trade Union.

4. TIME OFF FOR TRADE UNION DUTIES

- 4.1. The University will permit Employee Representatives reasonable time off during working hours, to carry out trade union duties in the interests of consultation and negotiation as appropriate.
- 4.2. Employee Representatives will be allowed paid time off, subject to the conditions in paragraphs 5 and 6 below, for:
 - 4.2.1. attending meetings as an Elected Representative of the JCCN and any related ad-hoc sub-committees and meetings under the collective dispute procedure;
 - 4.2.2. attending Recognised Trade Union pre-meetings prior to meetings of scheduled consultation/negotiation committees;
 - 4.2.3. attending other meetings with the University, as agreed with the Executive Director of People & Organisational Development (or designate), concerning employee relations issues, grievances or disputes;

- 4.2.4. attending as a representative at any formal meeting under the University policies and as indicated in section 10 of the Recognition Agreement;
- 4.2.5. communicating with Employees who are represented by the Recognised Trade Union in connection with employee relations issues (including the policies and procedures referred to in paragraph 4.2.4) taking steps to ensure minimum disruption to services;
- 4.2.6. attending Trade Union training;
- 4.2.7. any other reasonable Recognised Trade Union activity which may occur from time to time.

5. ARRANGEMENTS FOR TIME OFF

- 5.1. Elected Representatives requiring time off to carry out trade union duties or activities must notify their line manager prior to carrying out those duties or activities giving:
 - as much notice as possible;
 - information about the nature of the meeting; and
 - the date, time and likely duration of the required time off.
- 5.2. Agreement to time off will not be unreasonably with-held. Should there be any issues arising from these arrangements these should be referred to the Executive Director of People & Organisational Development (or designate) by the Branch Secretary of the relevant Recognised Trade Union.

6. PAYMENT FOR APPROVED TRADE UNION ACTIVITIES

No Elected Representative will suffer loss of remuneration as a consequence of carrying out duties in accordance with the Facilities Agreement. Where an Elected Representative is required to attend work to represent a meeting under section 4.2 above on a day when they would not normally be working, or outside normal working hours, time off in lieu may be granted by prior agreement with the relevant line manager and the Executive Director of People & Organisational Development (or designate). The University will not make additional payments to Elected Representatives.

7. FACILITIES TIME ALLOCATION

- 7.1. At the beginning of each year (1 August), each Recognised Trade Union will be allocated an annual allocation of paid facility time.
- 7.2. The annual facilities time allowance for each Recognised Trade Union will be as follows:
 - UCU: 1.5 FTE
 - UNISON: 0.4 FTE
 - Unite: 0.6 FTE
 - GMB: 0.2 FTE

For the period of academic year 2023-2024 an additional 0.5 FTE has been allocated to each of the 4 Trade Unions to support special projects.

The time allocation would provide for the employing unit to be compensated at the salary rate of the Elected Representative.

- 7.3. Recognised Trade Unions will submit verified membership figures to the Executive Director of People & Organisational Development not later than 1 August each year.
- 7.4. Recognised Trade Unions should notify the Executive Director of People & Organisational Development no later than 1 September each year of allocated distribution of facility time among their respective Elected Representatives.
- 7.5. The Executive Director of People & Organisational Development will advise the relevant Colleges and University Services of the name of the Elected Representative(s), the time allocation for each Elected Representative and the arrangements for financial compensation.

8. TRAINING

- 8.1. Time off for Trade Union training will be given to Elected Representatives in addition to normal facility time, subject to agreement with the University to ensure that time off

for training is reasonable and planned to minimise the impact on the operation of the University's business.

- 8.2. Elected Representatives will be permitted time off for basic training which, subject to service needs, should be undertaken as soon as possible after the Elected Representative is appointed.
- 8.3. An Elected Representative requesting time off for training should do so by providing, in writing, to their line manager:
- as much notice as possible;
 - details of the relevance of the training (e.g. copy of course programme); and
 - the date, time and duration of the required time off.
- 8.4. The arrangements in paragraph 5 regarding payment will apply with the proviso that Elected Representatives who work part-time and would not normally have worked at the time of the training course will be paid the normal pay applicable had they been at work.

9. INFORMATION FOR NEW EMPLOYEES

The University will inform all new Employees of the Recognition Agreement and the Recognised Trade Unions for their relevant job family. The University will provide each Recognised Trade Union with termly reports of new employees and employees leaving employment. Recognised Trade Unions will be invited to attend induction events to discuss membership with new employees.

10. TRADE UNION SUBSCRIPTIONS

The University will make payroll deductions of trade union subscriptions for Employees paid through payroll where this is supported by a written authorisation from the Employee. Each Recognised Trade Union will be responsible for obtaining written authorisation from Employees. The amount deducted will be in accordance with the policy of the relevant Recognised Trade Union.

11. TRADE UNION HEALTH AND SAFETY REPRESENTATIVES, EQUALITIES REPRESENTATIVES AND UNION LEARNING REPRESENTATIVES

The University recognises the importance of the Recognised Trade Unions electing learning representatives, equalities representatives and trade union health and safety representatives in accordance with relevant legislation and will support them in the fulfilling of their duties.

12. FACILITIES

- 12.1. To support the principles and purposes of the Agreement, the University undertakes to provide the following facilities for use by the Recognised Trade Unions:
- accommodation for meetings (to be booked through the central booking system);
 - telephone facilities for internal/external calls;
 - use of the University's computer network including technical support, subject to the University's IT regulations;
 - photocopying services;
 - use of the University mailing system (for individual pieces of mail);
 - web space on the University's website;
 - an e-mail address specifically for the Branch of the Trade Union for use by members who are employees of the University;
 - an office for trade union use; and
 - access to notice boards in buildings controlled by the University.

- 12.2. Recognised Trade Unions will not be charged for the above facilities except external mail and photocopying which will be recharged as for Schools/Research Institutes/Services within the University.
- 12.3. Any issues arising from this Appendix B should be referred to the Executive Director of People & Organisational Development (or designate) by the Branch Secretary of the Recognised Trade Union.

APPENDIX C

COLLECTIVE DISPUTE RESOLUTION PROCEDURE

between

The University Court of the University of Glasgow

and

University and College Union (UCU)

UNISON

Unite

GMB

1. INTRODUCTION

- 1.1. This Appendix C forms part of the Recognition Agreement between the University and the Recognised Trade Unions and supersedes any and all dispute arrangements that previously existed between the Parties.
- 1.2. The terms in this Appendix C have the same meaning as the definitions in the Recognition Agreement unless otherwise stated.
- 1.3. When negotiating, The University and the Recognised Trade Unions are committed to working towards agreed outcomes. If, exceptionally, these cannot be achieved, either the University or any of the Recognised Trade Unions may invoke the procedure contained in this Appendix C.
- 1.4. The procedure described in this Appendix C will not apply in the case of:
 - 1.4.1. disciplinary issues, which will be dealt with in accordance with the University's disciplinary procedure; or
 - 1.4.2. formal individual grievances or grievances relating to two or more Employees within a department, which will be raised within the University's grievance procedure.

2. INITIATING DISPUTE RESOLUTION PROCEDURE

- 2.1. Where it appears that all scope for progress through normal negotiations has been exhausted, either The University or the Branch Secretary or Chair/President of any of the Recognised Trade Unions may register a 'failure to agree'. This may take the form of either a minuted statement during the course of a JCCN meeting or sub-committee of the JCCN; or by giving formal notice in writing, outlining the basis for the dispute, and therefore initiating this dispute resolution procedure (the **Procedure**).
- 2.2. Where the Procedure is initiated by a Recognised Trade Union outside the JCCN meeting, the formal notice should be sent to the Executive Director of People & Organisational Development. Where the Procedure is initiated by the University, the formal notice should be sent to the Branch Secretaries of all of the Recognised Trade Unions.
- 2.3. Where the Procedure is initiated by a single Recognised Trade Union outside the JCCN meeting, the Executive Director of People & Organisational Development will notify the Branch Secretaries of the other Recognised Trade Unions. The Parties will agree whether representatives of the Recognised Trade Unions not in dispute should be invited to attend meetings to resolve the dispute.
- 2.4. Following receipt of such notification the Parties will agree, normally within 7 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 20 working days.

3. DISPUTE RESOLUTION PROCEDURE

- 3.1. **Stage 1:** The collective dispute shall be referred to a meeting of JCCN held within the due notice period unless it has arisen as a consequence of a previous meeting of the JCCN formally recording a failure to agree. If a resolution is not reached within the JCCN, the University or a Recognised Trade Union who is party to the dispute may refer the matter to Stage 2 of the Procedure.
- 3.2. **Stage 2:** The meeting under Stage 2 shall be chaired by a lay member of the Court of the University who is not the Chair of the JCCN. This meeting will take place as soon as practicable after the failure to reach a resolution at Stage 1. The Recognised Trade Union side will be represented by Elected Representatives and regional Full Time

Officials, as appropriate, and the University will be represented by senior University managers, as appropriate, to enable the parties in dispute to submit their views and reach a settlement of the issue(s) in dispute.

- 3.3. The focus of Stage 1 and 2 meetings will be on reaching 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.
- 3.4. Further meetings beyond this initial period may take place where that is agreed between all parties.
- 3.5. If it has not been possible to resolve the dispute through Stage 2, the parties will consider whether third-party assistance from ACAS, for mediation and conciliation, would be helpful. A decision on this will be taken, normally within the following 10 working days. Any such decision must be by mutual agreement of all parties to the dispute.
- 3.6. Throughout the period of the dispute resolution meeting, and during any third-party assistance, the University will not impose a resolution and the Recognised Trade Union(s) will refrain from taking any form of industrial action until the Procedure has been fully exhausted.
- 3.7. At the end of each stage, the parties will agree a joint statement of the current position of the situation.