

THE UNIVERSITY OF SUSSEX

(b) Procedure Agreement

The following Procedure Agreement between the University and the UCU is hereby published:

Procedure Agreement between the Council of the UNIVERSITY OF SUSSEX (hereinafter referred to as “the University”) and the University of Sussex Local Branch of the UNIVERSITY AND COLLEGE UNION (hereinafter referred to as “the UCU”).

1. It is the spirit and intention of this agreement to foster the best possible relations between the University and the UCU and to this end to provide a mutually acceptable method of consultation and negotiation.
2. The University and the UCU share a common interest in developing the objectives, national and international, of the University of Sussex and in improving its efficiency in matters administrative and academic. With these objectives in view, the UCU recognises the responsibility of the University through its government and administration – to plan, organise and administer its faculty, schools, and subject groups with whatever machinery it deems necessary. The University on its part recognises the responsibility of the UCU to negotiate on appropriate matters on behalf of those employees of the University who are covered by paragraph 3 below as well as to represent the interests of this group of employees in a consultative capacity.
3. This agreement covers academic and related staffs who are employed by the University on salary scales and ranges negotiated nationally between universities and the UCU, that is to say teaching faculty, research and analogous faculty, administrative faculty, library faculty and other faculty.
4. The University recognises only the UCU for the purposes of collective bargaining in respect of the employees specified in paragraph 3 above.
5. The University agrees that, before implementing alterations to any extant set of Conditions of Service or major changes in established practices (within the areas of activity defined in Paragraph 7 (i) below or relating to a matter which has become the subject of negotiation under 7(ii)) relating to the conduct of the duties carried out by employees specified in paragraph 3, it will negotiate with the UCU and deal with any consequent issues through the procedures as set out below.
6.
 - i) There shall be a Joint Negotiating Committee (hereinafter referred to as the JNC) which shall be responsible for negotiation between the University and the UCU on issues falling within the topics referred to in paragraphs 7 (i) and 7 (ii) below.
 - ii) As far as possible all matters of negotiation or concern to the parties shall be dealt with outside the JNC or through consultation.
 - iii) The UCU undertakes as far as possible to raise and to attempt to resolve any matter subject to negotiation or otherwise jointly of concern in the committee or group of the University established to deal with the matter and on which the UCU has agreed to be and is formally represented, and together with other trade unions to negotiate or consult on matters of common concern to them, the UCU and the University in appropriate bodies.

7.
 - i) The following topics are agreed upon, as being appropriate for negotiation, in so far as the University has discretion in the matter:
 - (a) Salary scales (but not salaries of individual employees)
 - (b) Superannuation
 - (c) Changes in Conditions of Service
 - (d) Sick leave, maternity leave, leave of absence, and study leave
 - (e) Appointment procedures, to the extent that they specify explicit qualifications for particular categories of posts, and in so far as they may affect the treatment of existing employees in relation to external applicants
 - (f) Conditions and procedures under which appointments are terminated
 - (g) Career progress procedures and policies
 - (h) Job evaluation
 - (i) Redundancy
 - (j) Grievance procedures
 - (k) Part-time and hourly paid appointments, if the holders thereof are covered by paragraph 3 above
 - (l) Fees for additional lectures and internal examinations
 - (m) Travelling and subsistence allowances
 - (n) Insurances, in so far as they relate to contingencies arising from employment with the University
 - (o) Appraisal
 - ii) The University and the UCU may agree to other matters (not relating to individuals) becoming the subject of negotiation in the JNC, or of joint negotiation between the University, the UCU and other Unions concerned.
8.
 - i) At any meeting of the JNC, the University side will consist of up to four members of the University appointed by the Council, and the UCU side will consist of up to four members of the University appointed by the UCU. The membership of either side may vary from item to item, provided that no more than four are present at any time. By agreement between the two sides, either side may in addition invite an adviser or advisers to take part in the negotiations on particular items.
 - ii) Each principal will appoint a Joint Secretary, who may be from the four members or in addition to them. In the latter case the Joint Secretary may speak on matters of procedure or fact but may not have a vote nor take part in the negotiations.
 - iii) The Chairmanship of the meeting shall alternate, and a quorum shall be two members from each side. The Chairman shall have an ordinary vote.

- iv) A decision shall be deemed to be reached when a majority of each side agrees.
 - v) Each side shall be responsible for communicating decisions of the JNC to its principal, on the basis of the agreed minutes of the relevant meeting. Decisions shall be subject to ratification by the principals. If they are not ratified, negotiations shall be re-opened.
- 9.
- i) References to the JNC should normally be accompanied by explanatory memoranda.
 - ii) A meeting will be scheduled each term in the Committee Timetable, but will be held on that scheduled date only if the need arises. Meetings will also be held at other times for urgent matters at the request of either side.
 - iii) Each side may be given advice by its principal as to the limits within which it should negotiate.
 - iv) The committee may adjourn at the request of either side for separate private discussions to be held.
 - v) The agenda and minutes of the JNC will be prepared by the Joint Secretaries, and the minutes will indicate in the margin whenever action is required and who is responsible for that action. The agenda will contain a report, including documents, from the Joint Secretaries of matters agreed since the last meeting which were subject to negotiation under paragraph 7 (i) and (ii) or in the process of consultation.
 - vi) In the event of agreement not being reached by the JNC on any negotiable issue following full discussion, either side may declare a dispute.
 - vii) When a dispute is declared the JNC shall consider the action to be taken appropriate to the particular dispute, on each issue.
 - viii) If this action fails to resolve the dispute, normally after a further JNC meeting, it may be referred by joint agreement of the parties to the dispute to the Advisory, Conciliation and Arbitration Service, or any other body agreed by the parties, for conciliation or arbitration.
 - ix) Conciliation involves an independent conciliator attempting to bring the two sides to common agreement.
 - x) Arbitration involves agreement by both sides to be bound by the decision of an independent arbitrator.
 - xi) In local disputes the UCU shall not seek approval for industrial action before opportunities to resolve the issues through consultation, negotiation and/or conciliation according to procedures set out above have been exercised.

In national disputes the UCU and the University shall consult as early as possible to avoid enduring damage to mutual relations, to the quality and reputation of teaching and research, and to the education of the students.

The University for its part in any dispute shall take no action and make no changes to employment practices or Conditions of Service before opportunities to resolve the

issues through consultation, negotiation and/or conciliation according to procedures set out above have been exercised.

10.
 - i) There shall be provision for consultation between nominated officers on any matters relating to the employment of staff specified in paragraph 3 above.
 - ii) Consultation shall be carried out according to guidelines to be established and as necessary revised from time to time and the JNC shall review in 12 months time those established in conjunction with this revision of the Procedure Agreement.
 - iii) The University and the UCU shall consult jointly on the implementation of matters which have been determined by agreement on a national basis or the implementation of new legal requirements affecting Conditions of Service.
11. Recognition shall be given in the allocation of duties to any employee who is a member of the UCU and holds the office of President, Secretary, Treasurer, or JNC Secretary. The work of these officers will be recognised as a load to be offset against other duties, and the fact of such work will be on the individual's record which is taken into account in the consideration of promotion and advancement. In the case of teaching faculty, this will normally be a load to be offset against teaching duties. The same shall apply to members of the UCU who for the time being are officers of the National Association. The extent of such recognition will be agreed in the JNC.
12. University facilities such as secretarial help, duplicating etc. shall be made available without charge to the UCU for matters directly concerning business falling under this Procedure Agreement. Facilities provided by the University for other purposes shall be chargeable to the UCU. The pattern of these facilities will be reviewed from time to time.
13. Neither the provisions of this Agreement, nor the decisions of the JNC, are intended to be legally enforceable.
14. The parties to this Agreement reserve the right to terminate it by giving three months' notice in writing, this period to exclude the summer vacation. Amendments may be made with the consent of both parties.
15. In this Agreement, the term "principals" means the University and the UCU which are defined as follows:

The University – the Council acting under the Charter and Statutes.

The UCU – the University of Sussex Local Branch of the University and College Union.
16. References in this document and in agreements reached by the JNC to particular University officers and committees shall be deemed to be references to such officers and committees as are from time to time responsible for the relevant functions in accordance with the Organisation of the University document for the time being in force.

The Information and Consultation of Employees Regulations 2004

Changes to the University's procedure agreements

The following is an addition to the University's procedure agreements with the UCU, Unite and Unison:

Information and consultation

In addition to the University's agreement to negotiate with its recognised trade unions on matters detailed in this procedure agreement, the University will inform/consult trade union representatives on issues which fall under the headings listed below.

The University will inform and consult trade union representatives at its termly meetings of the Joint Negotiating Committees, the Vice-Chancellors termly meetings with trade unions representatives, and any related sub-groups. It will also use written communication where appropriate, for example, the Bulletin; the annual review; email notifications; FAQs on webpages.

The information will provide the necessary background and inform representatives of the rationale for subsequent decisions on which they will be informed and consulted, and on which agreement between the University and its recognised trade unions may need to be reached. It will include:

1. Information about the University's activities and economic situation
2. Information about employment within the University
3. Information about conditions of employment

Note: Consultation under 2. and 3. does not include consultation about individual posts or members of staff, or very small numbers of staff, unless there are wider implications for other staff in the University.

The University will review the above arrangements with its recognised trade unions after a period of one year, and thereafter biannually, to ensure that staff are being informed and consulted about work-related issues in the most appropriate way.