

**Recognition Agreement - Durham University and
GMB, UCU, UNISON and Unite**

1. Introduction

- 1.1. This agreement is made between Durham University (“the University”) and GMB, UCU, Unison and Unite (together “the Unions”).
- 1.2. This agreement supersedes all other recognition agreements between the University and the Unions.
- 1.3. The purpose of this agreement is to determine trade union recognition and representation within University and establish a framework for consultation and negotiation between the University and the Unions.
- 1.4. The University and the Unions have a shared interest in furthering the objectives of the University and its workforce, and in ensuring the efficiency, sustainability and continuing success of the University.
- 1.5. To achieve these shared interests, the University and the Unions have entered into this agreement with the aim of:
 - 1.5.1. establishing and maintaining the very best possible relations between the University and its employees (as represented by the Unions);
 - 1.5.2. working cooperatively wherever possible;
 - 1.5.3. seeking to avoid disputes or differences arising and where these do arise to resolve them at the earliest stage and as quickly as possible;
 - 1.5.4. furthering the University’s commitment to equality, diversity and inclusion, including in relation to its employees; and
 - 1.5.5. implementing agreements reached under this procedure as expeditiously and effectively as possible.
- 1.6. As part of this Agreement, the University and the Unions commit to working together in accordance with the University’s values including those of dignity and respect.

2. Recognition

- 2.1. For the purposes of collective bargaining, consultation and information, this agreement applies in respect of the categories of staff employed by the University as set out in Appendix A, at any of the University’s premises in the UK.
- 2.2. The University believes that fully representative Unions lead to good industrial relations and recognises that it is of mutual benefit to the University that its employees are members of recognised Unions and that those Unions should play an active role in representing staff both collectively and individually.

- 2.3. The University therefore recognises the Unions as representing and together having sole bargaining rights for members of staff who are employed by the University, as laid out in Appendix A.
- 2.4. The Unions recognise their common interest and purpose in furthering the educational mission of the University and establishing and maintaining the ongoing success of the University.
- 2.5. The University agrees that members of staff have the right to join any union of their choice or none, and to be represented on individual matters by that union. However, the University will negotiate and consult only with the recognised Unions concerning the matters covered by this Agreement. It further agrees that it is to the benefit of the University for the Unions to represent the views of all staff and while accepting the rights mentioned above will, as provided for in this agreement, facilitate the Unions' attempts to recruit, as union members, staff employed by the University.

3. General Principles and Scope of Agreement

- 3.1. The University and the Unions have a common interest in enabling effective partnership working and agree that matters of mutual interest shall be considered jointly, by consultation or negotiation (as applicable), as provided for in this Agreement and defined in this clause.
- 3.2. The University acknowledges that the Unions function within the context of local, regional and national rules and policies of their respective Unions and that when representing their Union, the views and opinions expressed by locally elected officers are a reflection of those policies.
- 3.3. The Unions recognise the University's managerial responsibility to plan, organise and manage the work of the University in order to achieve its overall aims.
- 3.4. The University recognises the responsibility of the Unions to represent the interests of their members, collectively and individually, and to work for the best terms and conditions of employment, according to their individual rules and structures.
- 3.5. The University and the Unions will respect confidentiality and will not divulge confidential information which is provided to the other party. Full discussion and agreement will be sought on the release of such information more widely, for example, by the Unions to their members.

4. Information

- 4.1. The University and the Unions recognise that effective industrial relations are based upon mutually-understood relevant information and therefore acknowledge the importance of sharing information on issues of common interest. They further acknowledge the ACAS Code of Practice relating to the disclosure of information for collective bargaining purposes.

- 4.2. In the interests of effective partnership working, the University will provide early information to the unions on the University's strategy and corporate plans and any major developments which may have an impact on staff.
- 4.3. For matters which are subject to consultation or negotiation, the University also recognises the need to supply the Unions with relevant information to carry out meaningful and effective consultation or negotiation. Relevant information for those purposes will be provided in good faith and in a timely manner and in accordance with statutory obligations.

5. Consultation

- 5.1. Consultation is the process of a genuine exchange of views and information on issues of mutual concern. It is more than the mere process of exchanging of information and involves managers actively seeking and then taking genuine account of the views of employees through their representatives, before making a decision. Meaningful consultation involves an opportunity to influence proposals before decisions are made. Consultation is a means of putting forward and jointly considering alternative options and involves an opportunity to influence decisions and their application, and seek acceptable solutions to problems, without the necessity to reach agreement, as part of the decision-making process. Consultation shall begin in a timely way.
- 5.2. The University is committed to complying with its statutory consultation requirements and will consult on all aspects of collective redundancies, collective consultation, TUPE transfers and matters of health and safety. The University will in addition normally consult, in accordance with statutory requirements on occupational pension schemes.
- 5.3. The University will consult on employment policy development (excluding those policies identified under paragraph 6.2 below, which are subject to negotiation). Policies will be developed in accordance with clearly defined timescales to ensure their timely delivery to the benefit of all staff at the University.

6. Negotiation

- 6.1. Collective bargaining is the process of negotiation by which the University and the recognised Unions reach agreement and avoid or resolve disputes.
- 6.2. The University will treat the following as 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:
 - Terms and conditions of employment for staff in grades 1-10.
 - Procedures for discipline, grievances and supporting and managing performance.
 - Arrangements for representing or accompanying employees at internal interviews relating to matters of formal HR process.
 - Facilities for officials and representatives of Unions.
 - Arrangements for collective bargaining and consultation at the employer level.
 - Hours of work.
 - Sickness.
 - Holiday.
 - Any additional areas mutually agreed in writing.

- 6.3. Matters negotiated nationally will not be the subject of local discussion, except in so far as questions of local interpretation or application over which the University has discretion may arise.
- 6.4. At the time of entering into this agreement, the only matters negotiated at national level are conducted through the new JNCHEs annual pay negotiation. If pay bargaining arrangements at the University cease to be negotiated at a national level, pay will be included within the scope of these local bargaining arrangements.
- 6.5. The University and the Unions agree that this Agreement in no way detracts from or lessens the requirement for direct and constructive communication and relationships between individual members of staff and the University (or vice versa) or the recognised Unions' right to communicate with staff. The University and the Unions undertake to ensure that any communication is an honest and fair representation, working in partnership to enable the advancement of the University.

7. Representation

- 7.1. The University recognises that arrangements for the election of representatives will be carried out in accordance with the rules of the respective Unions and the appropriate legislation.
- 7.2. Each Union shall put forward locally-elected officers for their Union in accordance with their Trade Union's rules. Where the parties are negotiating on a matter in accordance with clause 9 of this Agreement, the locally-elected officer from each Union shall be a current employee of the University, save for if no such locally-elected officer is in post. There will be no paid time or remuneration from the University for any locally-elected officer who is not a current employee of the University.
- 7.3. The University branch secretaries of each Union shall provide the Director of Human Resources with the names of their branch officers and representatives, and their roles (including whether elected to a Regional or National Trade Union body) within ten working days of elections. Any subsequent changes will also be notified within ten working days. Facilities time shall be notified in the same way. On receipt of such details, the Director of Human Resources will confirm the representatives' and officers' appointments to their Department(s).
- 7.4. The Human Resources Department shall ensure the Unions have access to up-to date copies of the University's policies and procedures. It shall be the responsibility of each Union to ensure that newly appointed officers are made aware of these policies and that all officers are kept up to date with relevant policies and procedures.
- 7.5. The Human Resources Department will provide all new starters with information about the Unions.
- 7.6. Holding office in any of the Unions will not lead to any detriment in employment and legitimate action taken by officers or representatives in pursuance of their duties under this Agreement or their legal obligations or their union duties, and in accordance with the

agreed reasonable facilities time, shall not in any way affect their employment with the University.

- 7.7. No disciplinary action (including informal or investigatory) will be taken against any elected Trade Union representative until the University has informed the relevant full-time official of the Union concerned.
- 7.8. Trade Union representatives and officers shall be afforded reasonable facilities, including paid time off work, to carry out their trade union duties and to participate in trade union training. The parties shall maintain a separate facilities time agreement.
- 7.9. The recognition and facilities afforded by this Agreement to any representative or officer shall be withdrawn in the event that the Union concerned notifies the University in writing that the person has ceased to be a representative or officer of the Union or if the representative is no longer employed by the University.
- 7.10. Should the University have concerns about the conduct or performance of a Union representative in their role as Union representative, they shall raise this with the relevant Union branch Secretary/President with a view to seeking a resolution which is agreeable to all parties. Should the concern be about the Branch Secretary/President the University shall normally raise the matter with the Branch Secretary/President but may raise concerns with the Regional Officer to seek an appropriate resolution.

8. Negotiating and Consultation Procedures

- 8.1. All parties agree that it is in their mutual interest to observe a negotiating procedure by which all issues arising between them can be considered and resolved.
- 8.2. All parties are committed to:
 - 8.2.1. Maintaining and improving industrial relations and dealing with and resolving all issues at the earliest stage possible and as speedily as possible.
 - 8.2.2. The principle that day-to-day and operational issues will be resolved, wherever possible, at local, departmental or faculty level with, in the first instance, issues normally discussed between the appropriate Union representative(s) and the appropriate manager and/or member of the Human Resources Department.

9. Terms of reference of the Joint Consultative and Negotiating Group (JCNG)

9.1. Functions and Scope

- 9.1.1. To establish and maintain regular methods of information, consultation and negotiation between the University and its employees (via the Unions), so as to maintain and improve employee relations relating to all matters discussed in the relevant recognition agreements.
- 9.1.2. To seek to prevent differences and resolve them should they arise, notwithstanding the fact that disputes may be dealt with through the existing disputes procedures.

9.2. **Membership**

- 9.2.1. The membership of the JCNG shall be consistent with the need to represent adequately the diversity of management and employee interests and to allow the efficient despatch of joint business.
- 9.2.2. The Employer Side membership will include the Director of Human Resources or their nominee and will normally include the Provost and Deputy Vice-Chancellor or their nominee.
- 9.2.3. The TU Side will include up to two representatives of each Union and, by invitation and when appropriate, the relevant full-time officials.
- 9.2.4. Both sides, by agreement, may invite people to assist with wider consideration of matters under discussion.
- 9.2.5. Attendance should normally include at least two members from the Employer Side and at least one representative from each Union but JCNG may proceed at the discretion of the Chairs.
- 9.2.6. While it is the intention that representatives attend all meetings there may be occasions when it is necessary for a properly briefed substitute to deputise.

9.3. **Chairs**

- 9.3.1. The JCNG shall be chaired jointly by a representative of the Employer Side and a representative of the TU Side. Normally, the Chair will rotate between each meeting.
- 9.3.2. The Chair shall -
 - a. preside over meetings
 - b. at all times act reasonably in conducting the business and meetings of the JCNG, ensuring that the proceedings of the meetings over which they preside are conducted without wasting time.

9.4. **Meetings and agendas**

- 9.4.1. JCNG shall have a Secretary who shall be a nominated member of the University's Human Resources department and the Unions shall be provided with details of the Secretary.
- 9.4.2. The JCNG will meet at least three times a year.
- 9.4.3. Items for inclusion on the agenda at JCNG shall be sent to the Secretary at least 10 days before the date of a scheduled JCNG meeting and shall contain sufficient detail to allow for a meaningful discussion to occur. The agenda shall be distributed to the University membership and the Unions at least 5 days in advance of JCNG. Items may be added to be considered under 'any other business'.

- 9.4.4. A sub-group of JCNG will meet (when JCNG meets) to discuss items of business that relate specifically to academic matters, for example but not exhaustively teaching and research. A summary report will be submitted to the University Senate following each meetings of the academic sub-group of JCNG, setting out the key areas of academic interest.
- 9.4.5. A sub-group of JCNG to discuss items that relate specifically to professional services staff may be convened as and when considered appropriate.
- 9.4.6. Should a matter require discussion prior to the next scheduled JCNG, additional meetings of JCNG may be called by either party by giving two weeks' notice to the Secretary to JCNG. The right to notice can be waived by mutual consent.

9.5. **Decisions**

- 9.5.1. Agreements to vary terms and conditions of employment by way of collective agreement will be ratified, subject to adequate time for TU consultation with members, by the JCNG.
- 9.5.2. Where Agreement is required, the JCNG members will seek to reach agreement by consensus.
- 9.5.3. There may be occasions when the parties may need to consult further before agreement is confirmed. Where this is the case, the parties should advise each other of this fact, where possible early in the discussions and in any case as soon as it becomes known.
- 9.5.4. Agreements requiring the approval of the membership of one or more Unions will be put to members of the relevant union(s) as rapidly as possible.
- 9.5.5. Where agreement has not been reached between the University and all the Unions, one or more Unions may (if needed prior to agreement by that Union) ballot their members on a proposed agreement.
- 9.5.6. Agreements reached within JCNG on contractual issues will take the form of a collective agreement for the purposes of changing individual contracts of employment.

9.6. **Agreements**

- 9.6.1. Agreements reached at any meeting shall be documented to the satisfaction of each side as soon as possible, signed by the appropriate representatives, and implemented as soon as practicable or in accordance with the agreed timescale for implementation.
- 9.6.2. Where agreement is not reached and either side believes it will not be possible to reach an agreement, the minutes of the JCNG shall record "Failure to Agree" and it shall be open to either side to refer the matter to stage 2 of the Collective Disputes Procedure (Appendix B to this Agreement).

10. Variation and termination

- 10.1. Any disputes as to the interpretation of this agreement shall be referred to the JCNG in the first instance.
- 10.2. In the event of a failure to agree, the matter may be referred to ACAS or some other independent body with the agreement of all parties. In such circumstances a joint reference will be made.
- 10.3. There shall be no variation to this agreement except by joint agreement via the JCNG.

11. Date of commencement

- 11.1. This agreement is effective from 1 January 2022.
- 11.2. The parties to this agreement are committed to honour and meet the terms of the agreement. This agreement is not legally binding.
- 11.3. Any variation to this procedure shall be jointly agreed. Withdrawal from this agreement by either side shall be on 12 months' notice. During this period efforts will be made to resolve any issues which have led to the breakdown of the joint arrangements and the status quo shall prevail. This agreement may be reviewed from time to time by mutual agreement.

Appendix A: Recognition of each Trade Union

The University recognises the Unions as the sole bargaining agents for all staff in the University in grades 1-10.

Appendix B: Collective Disputes Procedure

1. Notice of Dispute

This procedure is an agreed part of the Recognition Agreement between the University and the Unions and relates to local and not national disputes.

- 1.1 A dispute is a failure to agree arising from any party(ies) concluding that the prospect for agreement by negotiation has been exhausted and giving written notice thereof to the other party(ies).
- 1.2 The Regional Official of the recognised Union concerned shall give written notification to the Chair of the JCNG of the declaration of any collective dispute.

2. Status Quo

- 2.1 Where a dispute has arisen out of an intention to change existing circumstances or practices, the practice that is sought to be changed shall prevail until disputes procedures are exhausted.

3. Trade Union Action

- 3.1 Industrial action in pursuance of the resolution of a local dispute shall not be initiated by the Union(s) until the disputes procedure is exhausted.

4. Stage 1

- 4.1 Unless the Union(s) concerned and the Chairs of the JCNG agree that the matter is so serious that it should be referred to Stage 2 of this procedure, or the dispute has arisen as the result of a formally-minuted "failure to agree" at an ordinary JCNG meeting, the dispute shall be referred to a special meeting of the JCNG between the University membership and the Union(s) concerned. That meeting shall be convened within ten working days of the written notification of the existence of a dispute. The Director of HR will be present and the Provost or their nominee may be present.
- 4.2 If a resolution is not reached at that meeting or one reconvened by agreement (or if the dispute is considered to be serious enough to by-pass Stage 1, or is the result of a "failure to agree" at JCNG) the matter will be referred to a meeting of the Disputes Committee, to be convened within ten working days.

5. Stage 2

- 5.1 The Dispute Committee shall comprise four senior members of University staff (one of whom shall Chair the Committee), and up to four representatives of the recognised Trade Union concerned (two representatives of each if more than one Trade Union is concerned with the dispute). The four senior members of the University will have had no prior involvement in the matter under dispute and will be selected and empowered by the Vice-Chancellor to reach a settlement. The four Union representatives may include full-time officials or other accredited representatives who are not employees of the University.

- 5.2 The Chair may allow or require the attendance of people who are not members of the Disputes Committee for the purpose of giving factual evidence or professional opinion.
- 5.3 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.
- 5.4 Further meetings beyond this initial period may take place where it is agreed between the parties.
- 5.5 Outcomes from any stage in the procedure will be communicated jointly.

6. Arbitration and Conciliation

- 6.1 It is intended that all industrial relations difficulties arising within the University shall be resolved internally and by the use of this procedure. If, however, in exceptional circumstances a dispute has exhausted the agreed procedure, and if both the University and Union representatives agree, assistance may be sought from external sources (including ACAS).