

Between the University of Warwick and UCU

1 DEFINITION OF TERMS

1.1 In this Agreement:

- *The University* refers to the University of Warwick
- *Employees* refers to individuals employed by the University under a contract of employment
- *Workers* refers to individuals engaged through a contract for services by the University, but excluding those engaged through a personal services contract or through a subsidiary of the University or via a third party
- *Academic work* refers to any work of an academic nature, to include research and teaching work
- *Trade Union* means the University branches of UCU
- *Parties* means the University branches of UCU and the University
- *Negotiation* means engaging in dialogue with employee representatives with a view to reaching agreement
- *Consultation* means engaging in dialogue so that the University is able to take account of the views of employee representatives before decisions are made and implemented
- *Collective bargaining* refers to the process of negotiation between the University and its recognised Trade Unions.

2 COMMENCEMENT DATE

2.1 This Agreement commences on 1 December 2021 and supersedes all previous agreements.

3 PURPOSE

3.1 The purpose of this Agreement is to determine trade union recognition and representation within the University and establish a framework for formal employment relations.

4 GENERAL PRINCIPLES

4.1 The Parties accept that the terms of this Agreement are binding in honour upon them but do not constitute a legally enforceable agreement.

4.2 The Parties recognise their common interest and purpose in furthering the aims and objectives of the University and establishing and maintaining the ongoing success of the University.

4.3 The Parties agree that, where possible, there shall be a timely response to and resolution of any issues raised by either Party, particularly where there is a direct impact on employees/workers. To this end, the parties agree to hold regular meetings (typically six a year, and as a guide two per term or a similar frequency, as agreed between the Parties).

4.4 The Parties agree that academic work of significant duration undertaken by Workers, including those whose teaching is part of their bursary, should be engaged through the flexible payroll or STP, not through a subsidiary, unless the assignment is of agreed criteria.

- 4.5 The Parties agree to review and share information regarding length of contract and type of engagement through a subsidiary, to ensure that any academic work is normally undertaken via a Graduate Teaching Assistant contract.
- 4.6 The Parties recognise their common interest and purpose in achieving reasonable solutions to all matters which concern them. The Parties declare their commitment to:
- 4.6.1 maintaining good employment practices and industrial relations;
 - 4.6.2 encouraging communication with the University's Employees and Workers; and
 - 4.6.3 ensuring that all Employees and Workers are treated fairly and equitably.
- 4.7 The Trade Union recognises 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.
- 4.8 The University recognises the responsibility of the Trade Union to represent the interests of its members, collectively and individually, and to work for the best terms and conditions of employment/engagement for them.
- 4.9 The Parties 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.
- 4.10 The University recognises the rights of Employees and Workers to become and remain members of a recognised trade union in accordance with this Agreement. The University will ensure that Employees and Workers are provided with details on trade unions on commencement of their employment/engagement with the University and at induction.
- 4.11 The University acknowledges that trade union membership and acting as a trade union representative will not prejudice an Employee/Workers employment/engagement or career prospects with the University.

5 TRADE UNION RECOGNITION

- 5.1 UCU is recognised by the University to represent Academic staff and those employed on grades FA6-FA8 (excepting technical and manual staff) and STP workers where denoted in this agreement.
- 5.2 The Trade Union will be entitled to conduct collective bargaining nationally and locally on behalf of the Employees and Workers within the University it represents in respect of the following matters:
- 5.2.1 Pay. It is accepted by the Parties that the University's pay framework is determined nationally. However, it is agreed between the Parties that local matters associated with pay, such as job evaluation will fall under the remit of this agreement. The parties agree that where the University seeks to introduce any new/revised academic generic role profiles, these will be subject to negotiation.

- 5.2.2 Pay for STP workers as it affects their workload model and hourly rate, in accordance with the Framework Agreement.
 - 5.2.3 Hours;
 - 5.2.4 Holiday;
 - 5.2.5 Pensions. It is accepted by the Parties that the University's pension's provision in terms of USS is determined nationally. However, it is agreed between the Parties that should there be any local matters associated with USS, such discussions will fall under the remit of this agreement;
 - 5.2.6 Health and Safety;
 - 5.2.7 The introduction of significant new working practices, where this has a substantial impact on the organisational structure or employment of a group of employees;
 - 5.2.8 The four policies stated within Statute 11 (Disciplinary, Grievance, Redundancy and Sickness Management) will be included within the remit of this clause; and
 - 5.2.9 Any other matter which the Parties mutually agree in writing
- 5.3 The University will consult with UCU in respect of the following matters:
- 5.3.1 Policies or practices relating to performance, development and appraisal in respect of employees;
 - 5.3.2 Significant amendments to the Dignity at Warwick policy;
 - 5.3.3 Collective redundancy in accordance with the provisions outlined in the Redundancy policy and procedure;
 - 5.3.4 Contracting out as it affects a collective group of employees and/or significant reorganisation of employees; and
 - 5.3.5 The collective movement of STP workers to contracts of employment
 - 5.3.6 The development of a workload allocation model for Academic staff
 - 5.3.7 Health and Safety issues in accordance with the Health and Safety at Work Act and the Safety Representatives and Safety Committee Regulations

6 TRADE UNION REPRESENTATION

- 6.1 The University accepts that Trade Union members will elect representatives in accordance with their union rules to act as their spokespersons in representing their interests for employment relations.
- 6.2 The Trade Union undertakes to inform the HR Director of the names and posts 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 and no later than within one month of the event.

Specifically, the University should be informed of the post title of each elected representative, i.e. Branch Secretary, Branch Chair, President, Officer and active accredited caseworkers

- 6.3 The Parties agree that only those Employees and Workers whose names have been notified to the University as elected representatives or accredited caseworkers shall act as representatives of the membership of the Trade Union.

7 RESPONSIBILITIES AND DUTIES OF TRADE UNION REPRESENTATIVES

- 7.1 Each Trade Union representative is, insofar as his/her duties in that capacity are concerned, subject to the control of the Trade Union and will operate within the agreed procedural arrangements set out within this Agreement.
- 7.2 Each representative of the Trade Union will represent the interests of the Trade Union and Trade Union members within the University.
- 7.3 Any action taken by representatives of the Trade Union in good faith and in pursuance of their duties as a representative of the Trade Union shall not affect, in any way, their employment/engagement or career prospects within the University.
- 7.4 The duties of the Trade Union representatives will be to negotiate with the University about the matters listed in clause 5.2, to consult with the University about the matters listed in clause 5.3 and any other such matters as may be agreed between the Parties or as specified in the separate Facilities Agreement agreed between the University and UCU.
- 7.5 At all times, the Trade Union representatives will undertake their duties in accordance with this Agreement.
- 7.6 Without prejudice to clause 8 below in all other respects, the Trade Union representatives will conform to the same working conditions and duties of their fellow Employees/Workers.

8 TIME OFF AND FACILITIES FOR TRADE UNION DUTIES

- 8.1 Provisions for time off for Trade Union duties and facilities for Trade Union duties, is provided for under the separate Facilities Agreement agreed between the University and UCU.

9 JOINT CONSULTATION COMMITTEE

- 9.1 The Parties have a pre-existing Joint Consultation Committee ("JCC") which acts in accordance with the terms of reference set out below:
- 9.1.1 To facilitate the exchange of information between the University's local recognised Trade Union representatives and the University. The University will provide the Trade Union with information regarding any significant recent and/or probable developments of the University's activities and/or economic situation.
- 9.2 Where negotiations are to take place about the matters listed at clause 5.2, excluding pay and pensions which is currently considered at a national level, a separate Joint Negotiation Committee will be set up, in accordance with Appendix 1.
- 9.3 The Parties agree to the establishment of a separate Joint Working Meeting outside the remit of JCC to enable more detailed discussion on specific matters as and when required.

10 DISCIPLINE, DISMISSAL AND GRIEVANCE PROCEDURES

10.1 When formal proceedings under one of the above procedures are invoked against an elected Trade Union representative of the University, as notified to the University under paragraph 6.2, the University's HR Director or designate shall inform at least one of the following of the circumstances before any formal meeting with the Employee: Branch Secretary, Branch Chair/President or Officer of the relevant Trade Union.

11 COLLECTIVE DISPUTE PROCEDURE

11.1 The University and the Trade Union are committed to working towards agreed outcomes. If, exceptionally, these cannot be achieved, the Collective Dispute Procedure in Appendix 2 will apply.

12 VARIATION AND TERMINATION

12.1 This Agreement takes effect from 1 December 2021 and shall continue thereafter unless modified by agreement in writing between the Parties or terminated in whole or in part by either party giving the other not less than six months' notice in writing.

12.2 The Parties agree that there should be a review of this agreement, ideally not less than three years after the date of the last review.

Signed by

Geraldine Mills, HR Director
Date 25/11/21



[Signature on behalf of the University]

Signed by

Name Tara Mulqueen
Title Co-chair, Warwick UCU
Date 1 December 2021



[Signature on behalf of the Trade Union]

APPENDIX 1 JOINT NEGOTIATION COMMITTEE PROCEDURE

1. The University will have a Joint Negotiation Committee (“JNC”) when required, which shall be responsible for facilitating negotiation between the University and the Trade Union on issues falling within the topics covered by paragraph 5.2 of the Agreement.
2. A meeting of the JNC may be called by either Party and will be convened by mutual agreement between the Parties, normally within 10 working days, unless otherwise mutually agreed.
3. At any meeting of the JNC, membership will normally consist of:
 - up to 4 members representing the University and
 - up to 2 members representing each of the University’s recognised Trade Unions
4. The University will provide a Secretary who will attend in addition to the membership stated in paragraph 3. The Secretary may speak on matters of procedure but will not take part in negotiations. The Secretary will be responsible for preparing minutes of the meeting and preparing agendas in consultation with all Parties.
5. The Chairing of meetings will alternate between the Parties, and the Chair will be drawn from the numbers of members listed in paragraph 3.
6. A quorum shall be 2 members from each side, unless otherwise mutually agreed.
7. The Secretary will prepare an agreed statement of the outcome of the negotiations. The statement will be distributed to all members of the JNC and other members of the JCC.
8. The meeting may be adjourned and/or reconvened at a time to be mutually agreed at the request of either side for separate private discussions.
9. In the event that there is a failure to agree by the JNC on any negotiable issue following full discussion, either side may declare a dispute, in which case the procedure at Appendix 2 will apply.

APPENDIX 2 COLLECTIVE DISPUTE RESOLUTION PROCEDURE

1. The Parties are committed to working towards agreed outcomes. If, exceptionally, these cannot be achieved, the University or the Trade Union may invoke the following procedure.
2. 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 the Trade Union may give formal notice in writing to all parties that it is in dispute, outlining the basis for the dispute, and stating that they are initiating this dispute resolution procedure. The status quo shall prevail until the Collective Dispute Resolution procedure has been followed to its conclusion, except where it is mutually agreed that this is impractical.
3. Where the Collective Dispute Resolution procedure is initiated by the Trade Union, the formal notice should be sent to the Director of HR. Where the Collective Dispute Resolution procedure is initiated by the University, the formal notice should be sent to the Branch Secretary of the Trade Union.
4. Following receipt of a dispute notification the Parties will agree, normally within 7 working days, the date of a meeting to seek to resolve the dispute. Unless agreed otherwise, the meeting will normally take place within 20 working days of receipt of the notification issued under paragraph 2.
5. Membership at a Collective Dispute Resolution meeting will normally consist of:
 - up to 4 members representing the University and
 - up to 2 members representing each of the University's recognised Trade Unions
6. The Chairing of meetings will alternate between the Parties, and the Chair will be drawn from the numbers of members listed in paragraph 5.
7. The University will provide a Secretary who will attend in addition to the membership stated in paragraph 5. The Secretary may speak on matters of procedure but will not take part in negotiations.
8. Further meetings beyond this initial period may take place by mutual agreement between the Parties, together with the timeframe for such meetings.
9. If it has not been possible to resolve the dispute through this series of meetings, the Parties will consider whether third-party assistance — potentially using ACAS — would be helpful. A decision on this will be taken, normally within the following 10 working days after the meeting. Any such decision must be by mutual agreement of all the parties to the dispute.
10. The University shall consult with Trade Unions 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.
11. The Parties commit to working towards a rapid settlement and ensuring they are fully available to engage in dispute resolution. If the dispute cannot be resolved, the Trade Union(s) reserve the right to invoke their procedures for taking industrial action.

12. The Parties to this Agreement may agree to vary any of the terms of this procedure by mutual agreement, recording amendments in writing.