



BUCKINGHAMSHIRE  
NEW UNIVERSITY

EST. 1891

A photograph of a modern university building with a large glass facade and a blue sky with clouds. The building is the central focus of the image, with other university buildings visible in the background.

# Trade Union Recognition Agreement

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## Purpose

- 1 The University wishes to work in partnership with its recognised Trade Unions. This agreement seeks to establish a formal policy and procedure on Trade Union duties and activities in accordance with the legislative framework and includes details of recognition and facilities time. The University and the Unions support the system of collective bargaining and the principle of solving employee relations issues by discussion and agreement, and all parties recognise the value of good employee relations.
- 2 There is joint commitment to organisational success, sharing of information, balancing of flexibility and security, openness and transparency, and improving the quality of working life. There is also a recognition of and respect for the legitimate roles of the employer and the trade unions. The University acknowledges that trade union representatives need reasonable time to undertake duties associated with their trade union work.
- 3 The *Trade Union and Labour Relations (Consolidation) Act 1992* gives Trade Union officials/officers a statutory right to reasonable paid time off to carry out certain trade union duties. The *Employment Act 2002* makes provision for time off for Union Learning Representatives. The *ACAS Code of Practice on Time Off for Trade Union Duties and Activities* specifies guidance on implementing the legislation and provides a minimum provision. The University will seek to ensure that good practice is achieved through the agreed bargaining mechanisms. The parties recognise their rights and responsibilities under this legislation and this agreement seeks to provide clarification for application at The University.
- 4 The existence of this agreement in no way detracts from an employee's right of access to University management or the University's right to communicate directly with its employees or the recognised unions' right to communicate with their members.

## Applicability and Scope

- 5 This agreement sets out the established local consultative, negotiating and disputes procedures to deal with collective issues relating to the employment of all employees who are paid on the national pay spine negotiated nationally through new JNCHES (Joint Negotiating Council for Higher Education Staff).
- 6 The agreement does not cover anyone paid above the JNCHES payscale, including senior management, holders of "senior posts" and certain other employees outside of JNCHES.
- 7 The University and the recognised trade unions acknowledge the need for an open and structured system of collective bargaining. Both parties believe in the principle of resolving employee relations, problems and issues by consultation, negotiation as appropriate and where possible, agreement. This is to be conducted by

representatives of the employers and employees meeting together in a joint committee on an agreed basis.

- 8 It is expected that certain matters for consultation and negotiation will most appropriately be dealt with at formal meetings between management and the individual (recognised) trade unions. This committee will be called the **Local Joint Committee (LJC)**.
- 9 It is agreed that nothing in this agreement is intended to replace or supersede the normal daily relationship between local managers, staff and their representatives. Issues shall not be brought to the LJC unless they have proved incapable of resolution by informal means or wider implications are found which might be dealt with more effectively in the LJC. It is not the intention to inhibit the University management or the trade unions from introducing agenda items.
- 10 The LJC will not consider individual discipline, grievance, redundancy, grade or salary issues.
- 11 The University recognises the signatory unions (listed below) as the sole bargaining agents, for consultation and negotiation on terms and conditions of employment for the following staff:
  - UNISON - Grade A-I Staff
  - UCU - Academic Staff (JNCHES)
- 12 This does not preclude the right of staff, outside of this agreement, who are a member of any Trade Union, to individual representation by their Union.
- 13 Each union will retain the sole negotiating rights for the staff groups it represents.
- 14 Notwithstanding the sole negotiating rights outlined above, the University recognises that staff may choose to be represented individually by a union officer or official from any certified trade union to which they may belong.
- 15 The provisions of this agreement shall apply to accredited representatives of the Unions, who have been duly elected or appointed in accordance with the rules of the Union.
- 16 The Trade Unions agree to inform the University (i.e. the Director of HR) in writing, of the names of all elected representatives at the earliest possible opportunity and to notify the University of any subsequent changes. Persons whose names have been notified to the University shall be the sole local representatives of the Union membership.

## **Policy**

### **Local Joint Committee (LJC)**

#### **17 The Functions of the LJC shall be to:**

- Improve communication and circulation of information between management and staff;

- Provide a regulated process of consultation and negotiation between management and staff on terms and conditions of employment where these are not determined at the national forum;
- Discuss the application and implementation of agreements reached at the national forum;
- Consider any relevant matter referred to it by the University Executive Team, or any relevant or external body as appropriate, and to make recommendations to the appropriate University Committee on terms and conditions of employment for staff;
- Examine ways of improving the efficiency of the University through the adoption of improved systems, technology, processes, equipment, ways of working and the provision of any necessary education and training within agreed financial budgets;
- Examine ways of maintaining a satisfactory working environment and measures to ensure the health, safety and welfare of staff.
- Examine instances or occasions where it's appropriate for TU representatives to represent employees above the JNCHES pay point 51.

## **18 LJC Membership**

- Representatives of the University management and representatives (including full-time officials) of the recognised trade unions will meet together in the LJC.
- Ex-officio members will be:
  - Vice-Chancellor (invited once a year)
  - Chief Finance Officer (Chair)
  - Senior Pro-Vice Chancellor (Education and Digital)
  - Director of Human Resources
  - HRBP lead for Employee Relations
  - Head of Communications
  - Two elected representatives from UCU and one elected representative from UNISON
  - Regional representatives from UCU and Unison
- Both sides will limit the number of representatives to ensure effective dialogue.
- Either side of the LJC may invite any person or persons with specialist knowledge to attend meetings to assist in carrying out its functions. Approval to include additional persons at any meeting should be made through the Director of HR.
- Having due regard to the importance of continuity of the Chair, the Chair will be the Chief Finance Officer or any designated member of the University Executive.

## **19 LJC Meetings**

- The LJC will meet once per academic term. During times of significant change such as University Transformation or restructure, the LJC may meet monthly or more regularly as the need requires.
- The Vice Chancellor will attend the annual LJC strategic meeting
- Either side may request an unscheduled meeting provided one week's notice is given (unless the Director of HR deems there to be an extraordinary rationale).
- The meetings will be serviced by the Vice Chancellors Office.
- Minutes of the meetings will be prepared and circulated to LJC members. Once approved the minutes will be published.
- Agreements reached at the meetings of the LJC will be fully documented by the note taker.
- Discussion of individual cases shall be excluded from the meeting.
- In instances where University Executive Team (UET) approval is required, an agreement will not be reached by LJC. The Chief Finance Officer or any designated member of the University Executive will be responsible for their submission to UET. Once the UET approval has been given, the item will either be approved at the next LJC or by Chairs Actions with relevant Union agreement.
- The absence of any of the recognised trade unions from the meetings of the LJC will not invalidate agreements reached provided that these are subsequently adopted by the absentee member(s).

## **Trade Union Arrangements**

### **20 Trade Union Facilities**

- The University agrees to provide defined accommodation and facilities to the Union representatives to enable them to discharge their duties in line with this Agreement and the ACAS Code of Practice. These include, as may reasonably be required:
- Use of accommodation/office space on campus. This accommodation shall be shared between the recognised trade Unions and use divided as agreed between the unions for the purposes of meetings, office accommodation and discussions with individual members and other legitimate trade union use.
- Photocopying equipment
- Telephones and internal postal service
- Trade union notice boards/BEN union page
- Ability to book rooms for members' meetings
- Office Furniture and use of stationery

- Between-campus travel for formal trade union duties
- Use of IT Networks and Support Services

### **Appointment of Trade Union Representatives**

21 The recognised Unions agree to appoint representatives as laid out in the respective TU rule book. The University will highlight any potential conflict of Interest on the grounds of information access or role requirement and how this will be managed.

### **The Function of Representatives and Officials**

22 The University and the Unions recognise that the employee relations functions of representatives and officials/officers are important duties (in addition to their own duties as employees of the University). These functions and responsibilities will include and not limited to:

- Each representative of the Trade Union will represent the interests of the Trade Union and trade union members within the collective bargaining Unit.
- To attend meetings of the Union of which the person is a representative or of which she/he is an official
- To undertake employee relations duties operating within the policies of the Union. Issues may include members' individual grievances, discipline, learning, health and safety, equality and diversity, service conditions
- To seek full Trade Union membership amongst all relevant employees of the University
- To communicate with members and to communicate with Management, the LJC, other relevant negotiating committees, University Council and Senate and with the relevant Union bodies
- To represent the Union in the joint negotiating and joint consultative machinery at local, regional and national level
- To meet with other representatives, officials or full-time union officers on matters covered by this Agreement
- To organise meetings of members during working hours in accordance with the ACAS Code of Practice and any prevailing local agreements
- To seek to ensure that agreements are adhered to

### **Time off for Representation and Other Trade Union Duties**

23 It is recognised that it is not possible to be prescriptive about all duties and time required to carry them out. It is agreed that requests for time off will not be unreasonably refused as long as they meet the general principles laid down below with regard to Trade Union Duties, and Trade Union representatives will be granted reasonable paid time off to undertake their trade union duties as set out above.



- 24 The amount of paid time off to which union representatives are entitled will vary according to circumstances and is a matter for negotiation between the University and recognised trade unions. This is subject to the proviso that all parties to such negotiations will honour the guidelines published in ACAS Code of Practice. The University undertakes to make line managers aware of the rights and duties of union representatives regarding time off.
- 25 The arrangements for amount of time off will be reviewed annually in July by the University LJC executive management. Any review will be informed by:
- Forthcoming issues at the University likely to involve consultation and partnership working with the Unions
  - An overview of the time spent by Representatives on union duties over the previous 12 months (August – July) will be reviewed each year. Should a review not take place, then the existing arrangements will stay in force until otherwise agreed.
- 26 The total amount of time off with pay for representatives is agreed as follows:
- 20 hours remission per week from direct scheduled teaching to be allocated between the UCU representatives
  - 2 hours per week to be allocated between the UNISON representatives
- 27 The allotted time off is to deal with University work, and other reasonable legitimate trade union duties which shall be agreed beforehand with the Director of HR, who will not unreasonably refuse such requests. The unions may present a case for additional facilities time in the future via the Director of HR for consideration by the LJC.
- 28 Union representatives will be permitted paid time off during working hours to carry out duties that are concerned with, or to receive training on, any aspect of collective bargaining (about matters which fall within section 178(2) / 188 of the Trade Union and Labour Relations (Consolidation) Act 1992 (TULR(C)A), and Transfer of Undertakings (Protection of Employment) Regulations 2006 that applied to employees of the University and representation of individual members including:-
- terms and conditions of employment including physical working conditions
  - engagement, termination or suspension of employment
  - allocation of work or the duties of employment
  - discipline and grievance
  - activities associated with trade union membership
  - facilities for officials of the Union
  - machinery for negotiation or consultation and other procedures
  - consultation relating for handling of collective redundancies
  - meetings with full-time officials to discuss issues relevant to the workplace



29 Union health and safety representatives are also entitled to paid time off as is reasonably necessary to perform health and safety duties. The Trade Unions are responsible for the appointment of Health and Safety Representatives. The University has the duty to permit safety representatives such time off with pay for the purposes of:

- performing their functions under health and safety legislation
- undergoing training to carry out their duties and responsibilities
- attending health and safety meetings at local, regional, national and international levels where appropriate

### **Time off for Industrial Action**

30 There is no right to time off for trade union activities which themselves consist of industrial action.

### **Union Members**

31 A union member may be permitted reasonable time off, during working hours, subject to the exigencies of the service, to take part in any trade union activity. The activities of a trade union member can be:-

- attending workplace meetings to discuss or vote on the outcome of negotiations with the employer
- attending the local A.G.M.
- meeting full time officers to discuss issues relevant to the workplace
- voting in union elections

32 The University will endeavour to facilitate time off for union members' attendance at union meetings, and meetings with officers or officials where it is reasonably practicable to do so and will consider requests for that time off to be paid.

### **Local Representatives**

33 For union representatives, trade union activities can include taking part in:-

- branch, area or regional meetings of the union where the business of the union is under discussion
- meetings of official policy making bodies such as the executive committee or annual conference

34 There is no statutory requirement that union representatives be paid for time off taken for trade union activities, however the University recognises the benefit to the institution of some of the prescribed activities and thus a small allowance is given (which effectively is included in the percentage of time already agreed for each union). Requests for any further time off with pay for specific union activities must be made in advance, in writing, to the Line Manager and will not unreasonably be refused.

## **National Representatives**

- 35 If a member is standing for election as national president or vice president, then they must make the Director of HR aware at the earliest opportunity so that contingency plans to cover their substantive role may be put in place, including reimbursement of their salary from the union. Travel and subsistence costs for attendance at regional or national meetings will be borne by the respective trade unions.
- 36 If a union member is elected to serve as a national or regional union representative on a formal committee then the trade unions will provide the Director of HR with a schedule of national/ regional meetings as soon as possible before the start of each academic year.
- 37 After consultation with the relevant Head of School / Director, the Director of HR will agree with the individual the amount of time off with pay which can be accommodated.

## **Accessing time off**

- 38 When making a request for time off representatives and members must give as much notice as practicably possible of dates (in writing if requested) to relevant line-managers.
- 39 The employee must co-operate in making arrangements to cover jobs during the absence and should seek to minimise business disruption by being prepared to be as flexible as possible in seeking time off. In addition, representatives who request paid time off to attend relevant training must give at least two weeks' notice to their manager and must provide details of the training course.
- 40 The University agrees to ensure that Managers are familiar with the rights and duties of union representatives and members regarding time off as laid out in this agreement, which has been approved by Council and that they are made aware of the difference between trade union duties and trade union activities. Managers should then take reasonable steps as necessary in the planning and management of such time off, taking into account the legitimate needs of union representatives. Managers should ensure that, where necessary, work cover or work load reductions are provided when time off is required. When considering the request for time off, managers should take full regard of their statutory responsibilities as well as the operational impact upon their department.
- 41 Managers will consider each case on its merits and the reasonableness of the request in relation to agreed time off already taken or in prospect, as well as consideration of service requirements. It should not therefore be assumed that all requests can be accommodated.
- 42 The University and the Unions agree to make every effort to resolve disputes in relation to time off for trade union duties and activities. Where permission to take time off is withheld, an explanation for the reason(s) will be given by the appropriate representative of management. In the event of a disagreement over granting time off, advice shall be first sought from the Director of HR and the Full-time officers/officials of

the relevant union in order to attempt an informal resolution. In the event of the matter remaining disputed then the issue will be dealt with as a collective dispute.

## Operation of the Agreement

- 43 It shall be the duty of the unions to ensure that their representatives are familiar with the contents of this agreement.
- 44 It shall be the duty of the University to ensure that managers at all levels are familiar with the contents of this agreement.

## Collective Disputes

- 45 If a collective dispute arises and cannot be resolved then the matter shall be referred to the Collective Disputes procedure detailed below and in Appendix 1. Matters that are excluded are individual disciplinary and grievance appeals for which separate procedures exist.

## No Detriment

- 46 Individuals will not be unlawfully discriminated against during the course of their employment for membership of a trade union or activities as a union representative. All union representatives will be deemed to be employed by the University whilst undertaking their trade union duties and will be entitled to the full package of pay and conditions, and career prospects they would have received had they been undertaking their substantive role.

## Confidentiality

- 47 In consideration of the University consulting with the Union Representatives in an open and transparent manner, confidential Information will be made available. By signing this agreement, the Unions agree that all such Confidential Information will only be used in the manner agreed.
- 48 Confidential Information shall be held in complete and strict confidence, it shall not be disclosed, copied to anyone else nor used for any purpose other than related to the purpose for which it was given without the University's prior written consent. This obligation extends to not disclosing either the Confidential Information to any third party, including but not limited to the employees of the University.
- 49 You will return to the University upon first demand all of the non-verbal parts of any Confidential Information and any and all copies made by you of the same together with all of the notes or other records made by you. Additionally, upon the University's written request you will destroy any and all other documents or materials prepared by you which reflect or are generated from or connected to any of the Confidential Information.

## Collective Disputes Procedure

50 Please Refer to Appendix 1.

## Variation and Termination of This Agreement

51 Variations or change to this Agreement can only be made by mutual agreement between the representatives of the University management and the representatives of the signatory trade unions.

52 Either the collective signatory trade unions or the University may terminate this agreement by giving six months' notice in writing to the other side.

53 Date of commencement of this agreement is 1 January 2023.

54 The consequences of any trade union(s) not signing this agreement does not remove the University management's commitment to abide by the terms of this agreement in respect of the signatory trade union(s) from that date stated in 9(c).

## Table of Definitions

The University	Refers to Buckinghamshire New University (BNU)
ACAS Code of Practice 2 and 3	Refers to the ACAS code of Practice of information to trade unions for collective bargaining purposes April 2003 and ACAS code of Practice on time off for trade union duties and activities January 2010
Recognised Unions and Unions	Refers to UCU (The University and College Union), and UNISON
TULR(C)A	Refers to the Trade Union and Labour Relations (Consolidation) Act 1992.
LJC	Refers to the Local Joint Committee as defined under section Purpose and Scope.

**Agreement Approval**

BNU LJC Chair

Chief Finance Officer or any designated member of the University Executive

Date: 9/2/23



UCU  
UCU Chair

Date:

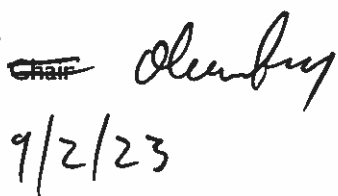


9/2/23

Unison

Unison ~~Chair~~

Date



9/2/23

# **Appendix 1: COLLECTIVE DISPUTES PROCEDURE**

## **PURPOSE**

1. The purpose of this procedure is to provide a framework acceptable to University management and the recognised trade unions, in which collective disputes can be resolved.

## **SCOPE**

2. This procedure will be followed when:
  - a. a collective dispute arises outside the established consultative and negotiating procedure or;
  - b. the established consultative and negotiating procedure has been exhausted.
3. NB: This procedure will not be used to consider individual discipline, grievance (collective grievance or individual), grade/salary issues, or national disputes.

## **PROCEDURE**

### **Preliminaries**

4. The trade union(s) will give written notice of the dispute to the Director of HR.
5. The University trade union representatives and the Director of HR (or nominee in the absence of the Director of HR) will meet to define the dispute and prepare brief written statements of respective cases for exchange between them and a speedy resolution to the dispute will be sought.

### **Stage One**

6. Where a dispute has been formally declared by an individual trade union, a specially convened meeting of the appropriate LJC will be held normally within one week of receipt of notice. The Committee will be chaired by a member of UET.
7. Where a dispute has been formally declared by more than one trade union, a specially convened meeting of the LJC will be held normally within one week of receipt of notice. The Committee will be chaired by a member of UET.
8. The Vice Chancellors' Office will be responsible for making the appropriate arrangements for the Committee meeting under Stage One and the management case will be presented by a member of the University Executive Team.

### **Stage Two**

9. Where a dispute cannot be resolved under Stage One above, it shall be referred to a specially convened hearing before the Vice Chancellor or, in his/her absence, a member of the University Executive Team. This meeting will normally take place within two weeks of the exhaustion of Stage One.

10. The Vice Chancellors' Office will be responsible for making the appropriate arrangements for this meeting and the management case will be stated by the member of UET who chaired the Committee under Stage One.

### **Stage Three**

11. Where a dispute cannot be resolved under Stage Two above, it should be referred to a specially convened meeting of an appropriate panel within the University Committee Structure. Normally, this body will consist of no more than three Committee members but are not student or staff members. The body will meet within four weeks of the exhaustion of Stage Two.
12. The Vice Chancellors' Office will be responsible for making the appropriate arrangements for the meeting of this body and the Vice Chancellor (or nominee) will present the management case.

### **Decision**

13. Following presentation of the case, panel members from the relevant University committee will decide upon the required action to take. This may include:
  - a clear decision by the body supporting either the management or the trade union case;
  - an alternative decision for implementation;
  - referral to an external body for the purposes of mediation, conciliation or arbitration, with the agreement of all parties.
14. The decision of the panel members from the appropriate Committee structure will be final.

## **STATUS QUO**

15. The status quo is the preservation of the situation that existed immediately prior to the dispute arising.
16. Once a dispute is registered to go into procedure, status quo will apply immediately, i.e. where a change is proposed by either side that has the effect of introducing new conditions, arrangements, or practices connected with employment or employee relations, then implementation of that change is halted for the time being. The status quo is observed by the side wishing to make the change until either the dispute is resolved at any stage in the procedure or, the dispute not being resolved, the procedure is exhausted.
17. When the status quo operates, no action will be taken by either side to interrupt normal working in any way, such as by industrial action (strike or sanction short of a strike) on the part of members of UNISON or UCU, or lock-out or other sanction by the University.
18. The status quo principle is incorporated into the contracts of employment of all individual employees covered by this agreement.



## NOTES

19. This disputes procedure may be varied by agreement between management and the trade union(s) in the course of dealing with a dispute where that will assist in bringing about earlier resolution.
20. This disputes procedure does not prevent initiatives being undertaken with a view to resolving a dispute without recourse to further stages.
21. Where management proposes implementation of a decision which would mean departing from an existing agreement and the staff concerned object to that decision, management shall be obliged to reach agreement or exhaust the procedure before implementing the decision.
22. A full-time union representative may be involved at any stage of these proceedings.





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