

## PROCEDURAL AGREEMENT BETWEEN THE UNIVERSITY AND THE UCU

### I Introduction

The following procedural agreement is made between the University of Leeds and the University of Leeds branch of the University and College Union (UCU). This agreement came into effect with the AUT from 1 January 1990, and was updated with effect from 4 March 2014.

### II Preamble

- (1) It is in the intention of the parties that the following procedures shall promote the well-being of both the University and its staff.
- (2) The University recognises the UCU as the sole body for the purposes of collective bargaining on behalf of academic and academic-related (professional and managerial) staff.
- (3) The University of Leeds Local Association (LA) of the UCU undertakes that in the event of a dispute it will not engage in any consequential industrial action unless the relevant disputes procedures have been exhausted, or unless the UCU nationally calls for industrial action on a matter of national concern.
- (4) There shall be separate procedures for consultation and negotiation on the one hand and the settlement of grievances on the other.
- (5) For the purpose of negotiation and consultation, the term 'principals' is defined as follows:  
  
    'The University' – the Council, Senate or appropriate University committee.  
    'The UCU' – the University of Leeds LA of the UCU.

### III Joint Committee of the University and the UCU

There shall be a Joint Committee of the University and the UCU (the JCUU) constituted as follows:

- (1) Representing the University: up to four members, who will normally include three members of the Vice-Chancellor's Executive Group (at least one of whom shall be an academic member - ordinarily the PVC with responsibility for staff or the DVC or the VC, depending on availability).
- (2) Representing the UCU: up to four members, who will normally include the President and the Vice-President. The Regional Officer or nominated deputy/regional support official may also attend at the invitation of Leeds UCU.
- (3) Either side may vary its membership from meeting to meeting.
- (4) The Chair will alternate each session between the two sides.
- (5) The Joint Committee shall concern itself only with matters of collective concern. Problems arising in relation to individual members of staff shall not be a matter for discussion in the Committee except that it is recognised that an individual case may raise a question of more general principle.

#### **IV Negotiations and consultation**

- (1) The following matters are recognised as appropriate for negotiation:
  - (i) salaries and other emoluments (insofar as the University has discretion) and policies on remuneration and salary progression
  - (ii) other terms and conditions of service relating to the contract of employment as defined in **Addendum I**.
- (2) In other areas all issues shall be treated as matters for consultation. Such issues may, with the consent of both principals, become matters of negotiation. Matters for consultation shall include those listed in **Addendum II**.
- (3) The following matters are excluded from (1) and (2) above under this agreement:
  - (i) Any matter which, at the time when the issue arises, has been accepted to be a matter for negotiation nationally, it being understood that the interpretation and application of any matter which has been negotiated nationally may be negotiated under the provisions of this Agreement.
  - (ii) *Ex gratia* payments and other discretionary concessions made by the University.
  - (iii) decisions of the University relating to academic matters taken in accordance with the provisions of the University Charter, Statutes and Ordinances.

#### **V Meetings**

There will normally be five ordinary meetings of the JCUU each session, to a timetable agreed at the end of the previous session. Meetings may, however, be rearranged or cancelled by mutual agreement.

Additional meetings may be arranged to discuss a particular topic or topics. If one side requests such an additional meeting, then, unless otherwise agreed, that meeting must take place within two weeks, if the request is made during term, or within four weeks, if the request is made outside term. Except by mutual agreement, however, the JCUU will not meet more than once a fortnight during term, or more than once in any four-week period outside term.

#### **VI Procedures**

- (1) Both sides shall negotiate in good faith with a view to reaching agreement on any matter listed in Addendum I. In the event of an accommodation not being reached within the JCUU on any such matter, it may by agreement be deferred to the next ordinary meeting, or to an additional meeting, or referred to an informal working group, or back to both sides' principals.
- (2) When an issue is referred to an informal working group, the group's composition and terms of reference will be agreed by both sides. The group will meet as appropriate, and will submit a report to the JCUU.
- (3) When an issue is referred back to principals, the principals may reconsider their advice to their negotiators, with a view to the resumption of negotiations in the JCUU.

- (4) Either principal, after consulting the other principal about its intention, or both principals by agreement, may seek the offices of the Advisory Conciliation and Arbitration Service or a third party in conciliation. Neither side is obliged to participate in such conciliation.
- (5) The University undertakes that it will not take proposals to its principal for decision on any matter in Addendum I until the procedures in (1) to (4) above have been exhausted.
- (6) The University undertakes that it will not take proposals to its principal for decision on any matter agreed to be a matter for consultation (see Addendum II) before the matter has been the subject of substantive (that is, timely and appropriately informed) discussion in the JCUU
- (7) Matters of a routine nature may be dealt with by correspondence between the two sides at any time. Any matter may by agreement be referred to an informal working group.

**VII** It is understood that nothing in this Agreement shall require either the University or the UCU to take action contrary to its legal obligations.

#### **VIII Termination and amendment**

The parties to this Agreement reserve the right to terminate it by giving six months' notice in writing. Amendments may be made with the consent of both parties.

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#### **ADDENDUM I**

##### **Matters for negotiation**

Negotiation shall be understood as a dialogue between the University of Leeds and the University of Leeds branch of the UCU undertaken in good faith in order to reach an agreement.

Where the consequences of failure to reach agreement would be unilateral changes to conditions or to significant procedures already agreed which impact directly on staff it is incumbent on both sides to be prepared to take additional time except where it seems there is no potential for further progress or where the matter needs to be resolved as a matter of urgency.

Neither side will introduce unreasonable delay into such negotiations.

Matters for negotiation in accordance with IV (1) (ii) of the Procedural Agreement between the University of Leeds and the University of Leeds branch of the UCU shall be

- (a) salaries and other emoluments (insofar as the University has discretion) and policies on remuneration and salary progression
  - (b) terms and conditions of employment and in particular policy on the following matters insofar as they relate to academic and academic-related (professional and managerial) staff and insofar as the University has discretion over the matter concerned.
- All matters covered by the Framework Agreement (or any agreement that might replace it)

- Superannuation arrangements
- Probation
- Promotion
- Leave (including sick leave, maternity and paternity leave, compassionate leave, and leave of absence and study leave)
- Fixed-term, part-time and hourly-paid employment
- The Staff Review and Development Scheme (or any staff review and development scheme that might replace it)
- Conditions and procedures under which appointments are terminated including:
  - Disciplinary procedures
  - Dismissal procedures
- Grievance procedures
- The avoidance of redundancy
- Redundancy procedures
- Trade Union membership

(c) any other matter agreed by both sides as being a matter for negotiation

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## **ADDENDUM II**

### **Matters for consultation**

Consultation is the process by which the University of Leeds and the University of Leeds LA of the UCU jointly examine and discuss issues of mutual concern. It shall, except insofar as these involve matters for negotiation, involve the University actively seeking and then taking account of the views of the UCU before making a decision. Meaningful consultation depends on those being consulted having adequate information and time to consider it and it is noted that merely providing information does not constitute consultation.

The following matters, in relation to academic and academic-related (professional and managerial) staff, shall be matters for consultation in accordance with IV (2) of the Procedural Agreement between the University of Leeds and the University of Leeds LA of the UCU insofar as the University has discretion over the matter concerned, it being understood that the following list is not exhaustive.

- Health and Safety policies, including the working environment and (except insofar as they relate to terms and conditions of service) hours of work
- Staff training
- Staff amenities
- Substantial strategic planning decisions
- Significant restructuring of academic schools or services (except insofar as they fall within the purview of the ESG)
- Equality and Diversity policies
- Impact of legislative changes
- All other policies significantly affecting employment