

STAFF RECOGNITION AND PROCEDURE AGREEMENT

Part I: General

1. This Recognition and Procedure Agreement is between the University of East Anglia and
 - (a) UCU in respect of academic and related staff;
 - (b) UNITE in respect of maintenance trades staff and technical staff (including those on technician-based grades in the Estates and Buildings Division);
 - (c) UNISON in respect of clerical, secretarial, library, nursery and manual and ancillary staff.
2. The University believes that fully representative unions lead to good industrial relations and will therefore encourage its employees to belong to an appropriate Trade Union, although membership is not a condition of employment.
3. The University and the unions have a common objective of ensuring the success of the University. Both sides agree that their pursuit of this common objective under this Recognition and Procedure Agreement shall be by:
 - (a) **Negotiation** - for the purpose of reaching agreements and avoiding disputes;
 - (b) **Consultation** - the exchange of views;
 - (c) **Communication** - keeping each side fully informed of all relevant matters.
4. The unions recognise the University's responsibility to plan, organise and manage its activities according to the objectives set by its governing bodies.
5. The University recognise the unions' responsibility to represent the interests of their members and to work for good conditions of employment and work, according to the unions' policies, for the employees covered by this agreement.
6. The unions accept that management has a responsibility to keep employees directly informed of matters concerning the activities of the University, but this does not obviate the requirement under this agreement to negotiate and

consult through the recognised machinery on matters covered by this agreement.

7. The spirit of this Agreement is that collective issues shall wherever possible be settled by the agreed voluntary procedures provided by the Agreement, rather than by recourse to industrial action by any party to it. Both the University and the unions undertake to arrange discussion within the machinery provided as quickly as possible with the aim of settling the issue as near as possible to the point of origin.
8. The parties to the Agreement reserve the right to terminate it by giving three months' notice in writing. Amendments may be made with the consent of the parties.

Part II: Communication and Consultation

9. The purposes of this part of the agreement are to:
 - (a) promote the fullest use of the accumulated knowledge, experience, skills and ideas of staff in the efficient running of the University;
 - (b) give staff a voice in decisions that affect them, and a chance to affect such decisions;
 - (c) avoid conflict by giving management and staff the opportunity to listen to and reach an understanding of each other's views and objectives.
10. The University will at appropriate intervals provide written information to representatives of all unions about recommendations to the governing bodies concerning the planning, resourcing and structuring of the University's activities, and about other matters affecting the employment of staff.
11. Regular monthly meetings, and additional meetings as necessary, will be held between representatives of all the recognised unions and representatives of the University for the purpose of all parties exchanging information about matters of common interest and for the purpose of consulting on any matters affecting the employment of staff in the University (including matters which may become the subject of negotiation between the University and one or more unions under the relevant parts of this Agreement).

Part III: Negotiation

12. The University recognises the unions which are party to this Agreement for the purposes of representing the staff categories listed in Paragraph 1, for negotiating on the terms and conditions of appointment of these staff (except where they are accepted to be for negotiation centrally and nationally, in which case only their interpretation and application locally will be a matter for local discussion), and for making representations to the University on terms and conditions of appointment, including those relating to individual members of staff.
13. Terms and conditions which are jointly accepted to be of common interest to more than one or to all the recognised unions will be the subject of joint

negotiation between representatives of the University and of the unions agreed to be concerned.

14. Terms and conditions which under this Agreement relate only to a particular staff group will be the subject of joint negotiation between representatives of the University and of the union concerned.
15. In respect of issues for negotiation under this part of the Agreement, the University representatives will seek as necessary from the Human Resources Policy Committee, and from the Planning and Resources Committee where the commitment of resources is involved, appropriate authority to conclude agreements and wherever possible to settle the issue within the authority given.
16. There shall be a Joint Committee for each recognised union, comprising up to 4 representatives appointed by the union and up to 4 representatives appointed by the University. The purpose of the Joint Committee will be to seek to resolve issues which have been the subject of negotiation between the University and union concerned under Paragraphs 14 and 15 of this Agreement but on which no final agreement has been concluded between the two sides. There will be delegation of the Council's authority to its representatives on the Joint Committee to conclude settlement on all matters for negotiation with the Joint Committee, with the exception of matters which involve reference to the Charter and Statutes and subject to any limits as may from time to time be laid down by the Council.
17. A meeting of the relevant Joint Committee for the purpose stated in paragraph 16 will be held at the written request of either side, giving not less than 2 weeks' notice (unless both sides agree exceptionally to a shorter period of notice) and stating the business to be discussed.
18. Joint meetings of the relevant Joint Committees will be held for the purpose of resolving issues which have been jointly accepted as being of common interest to more than one or to all the recognised unions under Paragraph 13 of this Agreement. The same procedures for the arrangement of meetings as set out in Paragraph 16 will apply. In such cases the number of University representatives will be up to four in total, and the number of union representatives will be up to two from each union involved.
19. A formal agenda (with supporting papers as necessary) will be prepared and circulated in advance of each Joint Committee meeting arranged, and agreed minutes prepared and circulated subsequently to record the decisions of the meeting.
20. In the event of continuing disagreement on any issue referred to a Joint Committee or Joint Meeting of Joint Committees the issue will, subject to the prior agreement of both parties (University and unions) be referred to conciliation or, exceptionally, to arbitration by an agreed body, person or persons outside the University (e.g. to ACAS or a similar agency).

Part IV: Representation and Facilities

21. The University recognises the right of the unions' members to elect from their numbers representatives and officials to act on their behalf under this

Agreement. The unions will establish in consultation with the University the maximum number of their accredited representatives for these purposes, and will notify to the University the names and representative constituencies of these individuals.

22. The University will seek to ensure that reasonable time and facilities are made available to elected union representatives to enable them to fulfil their industrial relations functions, including consultation or negotiation at the appropriate level, as necessary, on such issues as members' problems at work, grievances, discipline, health and safety, equal opportunities and terms and conditions of appointment.
23. Meetings between representatives of the University and of the unions will normally be held during working hours and on the University's premises. Permission exceptionally to hold a union meeting during working hours may be sought from the Director of Human Resources and will not unreasonably be refused.