

PRIVATE AND CONFIDENTIAL**TRADES UNION RECOGNITION AND PROCEDURAL AGREEMENT****between****THE UNIVERSITY OF KENT****and****THE UNIVERSITY OF KENT BRANCHES OF THE UNIVERSITY AND
COLLEGE UNION, UNISON, UNITE and THE GMB**

1. This Agreement is made between the University of Kent ("the Employer") and the University of Kent branches of the University and College Union – UCU, UNISON, Unite and the GMB ("the Trades Unions") collectively referred to as "the Parties". It is effective from 20 August 2021 and replaces and supersedes all previous Recognition and/or Procedural Agreements between the Parties.

Introduction

2. The Employer recognises voluntarily for the purposes of collective bargaining the following Trades Unions as having bargaining rights in respect of all employees of the University in roles graded at grade 1 to 10 inclusive: Unison, Unite and the GMB in grades 1 to 6 and UCU in grades 7 to 10 (including, for the avoidance of doubt Clinical staff), and Graduate Teaching Assistants and Assistant Lecturers in grade 6, whose contract of employment is directly with the University in the UK. Formal agreements reached between the Employer and each of its recognised Trades Unions apply to staff in the relevant group of staff whether such staff are a member of that Trades Union or not. The Parties accept that staff promoted from a grade ordinarily represented by one Trades Union may continue to be represented by that Trades Union even though they are now in a grade ordinarily represented by another Trades Union.
3. The Employer and the Trades Unions accept that there are overlapping spheres of influence in recognition and that to avoid conflict and ensure effective collective bargaining, future information, consultation and negotiation will normally be undertaken collectively with all three recognised Trades Unions unless otherwise agreed¹. Where appropriate, collective bargaining etc that is not collectively undertaken will be for a time limited period and related to specific projects and issues which shall be agreed at the

¹ For example, a matter for consultation which relates solely to academic staff may only be of relevance to UCU, but all Trades Unions will be informed of the matter and given the opportunity to be involved, although they may choose to decline.

outset. All Trades Unions shall be required to agree in advance any non-collective arrangement.

4. The purpose of this Agreement is to promote effective joint working between the Employer and the Trades Unions. The Agreement sets general principles and objectives by which this relationship will operate, clear procedural arrangements for information sharing, consultation, negotiation and for the resolution of differences.

General Principles and Objectives

5. The Employer and the Trades Unions share a common objective in ensuring the success, good reputation, sustainability and efficiency of the University in line with the aims and objectives set by the University's Council.
6. The Trades Unions recognise the Employer's right to plan, lead, organise and manage the University's activities and staffing and to safeguard and promote the University's financial stability, reputation and the student experience.
7. The Employer recognises the Trades Unions' right to represent the interests of their members.
8. In order to deliver the University's objectives, whilst also recognising the individual and collective interests of employees, all parties are agreed on the following common aims:
 - 8.1 Build a world-leading University, that can operate successfully in the local, regional, national and global contexts;
 - 8.2 Ensure that employment practices in the University are conducted in line with good practice and current employment law, while aspiring to best practice wherever possible;
 - 8.3 Ensure all employees have the opportunity to contribute to the University's success;
 - 8.4 Encourage communication within the University and understanding of the University's vision as well as the barriers and challenges to its aspirations;
 - 8.5 Discuss matters of common interest at the earliest possible stage and seek to facilitate participation in problem solving wherever practicable;
 - 8.6 Make changes to policies, procedures and practices as necessary that advance organisational objectives.
 - 8.7 Promote an inclusive culture in which all relations between members of the University community are based on the values of dignity, courtesy and respect;
 - 8.8 Promote equality, and eliminate harassment and unlawful discrimination, between people of all ages, ethnicities, disabilities, family structures, genders, nationalities, sexual orientations, religious or other beliefs, and socio-economic backgrounds;

- 8.9 Ensure fair and equitable treatment of all staff including in matters of dispute;
- 8.10 Build a relationship of trust and respect between the Employer, its staff and Trades Union representatives.
9. Nothing in this Agreement shall preclude the rights of the Employer and its Managers to communicate with staff either individually or collectively, nor shall it preclude the Trades Unions communicating with their members.
10. In order to ensure that the Agreement remains current and pertinent, the Parties intend that the effectiveness of this Agreement in terms of achieving its stated objectives and supporting the development of the relationship between the Parties will be jointly reviewed from time to time².
11. The terms of this Agreement are binding on the Employer and the Trades Unions in honour only and do not constitute a legally enforceable Agreement.

The Scope of the Agreement

12. The Employer commits to undertake the following jointly with the Trades Unions:
- 12.1 Information – The Employer will fulfil its obligations under current employment legislation relating to the disclosure of information. The Employer undertakes to supply the Trades Unions with the specified information to carry out meaningful and effective consultation and negotiation. The parties shall use their best endeavours to keep each other informed of all relevant matters, as far as is practicable, respecting confidentiality. Information will be provided in good faith and in a timely manner.
- 12.2 Consultation – The Employer is committed to complying with its statutory requirements and will consult on all aspects of organisational change, prospective redundancies, TUPE transfers, organisational policies and matters of health and safety. The Employer will also consult as necessary regarding occupational pension schemes. The Employer and the Trades Unions recognise that such consultation may, from time to time, be undertaken at a local departmental level and that external factors or critical operational exigencies may on occasion curtail the time available for consultation. In cases of curtailment, the Employer will inform the Trades Unions on the necessity and reasons for any proposed curtailment.
- 12.3 Negotiation – The Employer will negotiate with a view to reaching agreement with the Trades Unions on all matters which affect the collective contractual rights of staff. Matters negotiated nationally³ will not be the subject of local discussion except in so far as questions

² An initial review will be carried out two years after the Agreement comes into operation. Thereafter reviews will be carried out as agreed by the Parties.

³ National negotiations are conducted by the Joint Negotiating Committee for Higher Education Staff (JNCHEs) on the regular review of the pay spine and other matters related to the national Framework Agreement for the Modernisation of HE Pay Structures 2004.

of local interpretation over which the Employer has discretion may arise.

Representation

13. The Trades Unions will provide timely notification to the HR Department of the names and number of their elected representatives and of any subsequent change. The Trades Unions will confirm the name, position held, date of election or appointment and duration. Such notifications will be sent to a nominated person in the HR Department by letter, or by email (currently the Director of Human Resources and Organisational Development with a copy to the Employee Relations manager).
14. To ensure full representation, consultation and communication of the views of Trades Union members, each Trades Union has its own structure of representatives. The Employer will be notified of the names of the representatives as soon as they are known and the Trades Unions will inform the Employer of the names of any representatives replaced.
15. The Employer recognises that Trades Union representatives fulfil an important role and that the discharge of their duties as Trades Union representatives will not prejudice their employment with the Employer.
16. If a Trades Union representative is the subject of an allegation, the Employer will inform the relevant Trades Union Regional Officer. The Parties acknowledge that complaints from Trades Union members regarding the conduct of a Trades Union representative should normally be raised with the relevant Trades Union Regional Officer.
17. It is the responsibility of the Trades Unions to ensure that their representatives are appropriately briefed on and trained in their duties, the rules and practices of their Trades Union, the appropriate agreements and procedures and the practice of industrial relations. In order that representatives can meet these obligations reasonable time off with pay will be allowed for briefings and training on these matters.
18. The Employer will forthwith cease to engage with a Trades Union representative in the event that:
 - 18.1 Having been given notice of an alleged breach and the opportunity to address the issues involved, the representative is found by HR to have breached any of the provisions of this Agreement; HR will discuss this matter with the regional Trades Union representatives.
 - 18.2 The representative resigns the Trades Union appointment to which recognition had been granted;
 - 18.3 The Trades Union notifies the Employer in writing that the person has ceased to be a representative of the Trades Union;

18.4 The person ceases to be an employee of the University⁴.

Both Parties undertake to notify the other Party forthwith upon becoming aware of any of the circumstances mentioned in this paragraph 18.

19. The Employer will:

19.1 Direct staff on the HR section of its website to local Trades Union website pages and will provide information regarding the Trades Unions and their functions within the University, including the names of current Trades Union representatives;

19.2 Include in the appointment pack to all new employees for whom the Trades Unions are recognised, a statement regarding its commitment to collective bargaining and direct staff to the local Trades Union website pages;

19.3 Include information about the Trades Unions in all new staff packs;

19.4 Provide each of the Trades Unions with the opportunity to have a visible presence at pan-organisational induction events (eg a table at the regular Induction Marketplace);

19.5 Provide the Branch Secretaries of the Trades Unions with a list of University staff and will thereafter ensure that the Trades Unions are updated with a monthly list of relevant new employees and leavers. This includes a list of names and departments of all hourly paid lecturers and relevant fixed-term employees whose contracts of employment will expire, at the beginning of each term or the start of the academic year as appropriate.

20. The Trades Unions will provide to the Employer, at the start of every academic year, up to date lists of numbers of members unless the University has already received that information as part of a statutory ballot notification in the previous 12 months.

Responsibilities and Duties of Accredited Representatives

21. The University and the Trades Unions accept that the responsibilities and duties of Trades Union representatives are as follows:

21.1 To communicate with members, University management, the Joint Committee and relevant Trades Union bodies; to meet with other representatives or full-time officials regarding matters with which this Agreement is concerned; to organise meetings of members as appropriate;

21.2 To attend meetings of the Trades Union of which the person is a representative or official in accordance with this Agreement;

⁴ Retired staff and others who are not members of staff of the Employer shall not advocate directly for members or attend meetings on behalf of individual members although it is accepted that they may advise members separately.

- 21.3 To seek to ensure that local and relevant national agreements are adhered to;
 - 21.4 To represent the Trades Union in the joint negotiating or consultative machinery at local level;
 - 21.5 To provide information to employees regarding the role of the Trades Union and benefits of their membership;
 - 21.6 To represent its members who wish to be represented by a Trades Union representative, in line with University staff ordinances.
22. Where practicable the Trades Unions will give the Employer at least five working days' prior notification of any collective meetings to be held on campus. This is intended to cover circumstances where groups of Trades Union members are required to attend collective meetings requiring reasonable time off work.

Joint Staff Negotiating and Consultation Committee (JSNCC)

23. The Joint Staff Negotiating and Consultation Committee of the University and the Trade Unions, (known as "the Committee"), shall operate with the membership and terms of reference set out below.

Committee membership

24. The Committee shall consist of up to 23 people as specified in appendix one:
- 24.1 The Director of HR & Organisational Development and a branch officer of the Trades Unions (nominated by the Trades Unions on an annual basis and drawn from the pool at paragraph 24.2) shall be Chair of the Committee for alternate meetings (unless otherwise mutually agreed)⁵.
25. The Committee will be quorate when the following members are present:
- 25.1 Either the Director of HR & Organisational Development or the nominated Trades Union branch officer (see 24.4 above);
 - 25.2 Plus (in the absence of the Director of HR & Organisational Development) the Deputy Director of HR;
 - 25.3 Plus three of the remaining University members mentioned at 24.1 above;
 - 25.4 Plus three of the six Trades Union members, to include a minimum of one UCU representative, one Unison representative and one GMB

⁵ When a meeting is being chaired by the branch officer of the Trades Unions, the Chair will not count as one of the representatives of the Union for that meeting and so another branch official may attend in their place.

representative (but see special arrangements for industrial action absences at paragraph 26);

- 25.5 Plus one of the four representatives of non-union members of staff.
26. Where Trades Union non-attendance is due to industrial action the meeting shall be quorate where members of at least two Trades Unions attend. In this eventuality the Trades Union(s) participating in industrial action may require that specific items of business discussed by the Committee, and with an impact on their members, are reviewed at a separate meeting. This meeting shall consist of a minimum of four University members (including the Director of HR & Organisational Development or nominee) and the Committee member(s) of the relevant Trades Union. No decisions shall be finalised until any requested additional meeting has taken place, which shall be at the earliest practicable time. Any request for such an additional meeting, together with the items to be discussed, should be made in writing by the Trades Union participating in industrial action and within one week of the relevant scheduled JSNCC taking place.
27. The nominee of the Director of HR & Organisational Development shall be the secretary of the Committee.
28. Unless there is no business to transact the Committee shall meet once each term. Additional meetings may be called either by the Director of HR & Organisational Development after consulting the nominated Trades Union Chair or upon request to the Director of HR & Organisational Development by not fewer than three members.
29. The Committee may agree to establish sub-Committees with delegated powers on a temporary basis.
30. The Committee shall have discretion to invite other members of the University or of the Trades Unions to attend a meeting or meetings for specific purposes.
31. Other individuals may attend meetings as necessary to speak to agreed agenda items and with the agreement of the Director of HR & Organisational Development.
32. Agendas and papers for the meeting will normally be circulated two weeks in advance. Where this is not possible, the quorate JSNCC will determine whether it is in a position to discuss the issue in question, or will otherwise remit the issue to the next meeting. Where the issue is operationally pressing or to ensure legal compliance, JSNCC may agree to set up a sub-group to determine the matter.
33. Subject to the above, the Committee shall determine its own procedures.

Committee Terms of Reference

34. The Committee shall be the main forum for consultation and communication between the Employer and its staff on all matters of mutual interest, i.e.:

- 34.1 Current and future business plans and proposals;
 - 34.2 Proposed restructuring plans and any possible consequent redundancy issues;
 - 34.3 Proposed changes to policies and procedures which impact upon staff;
 - 34.4 Possible impact of University sector developments on the University;
 - 34.5 Possible impact of legislation on the University;
 - 34.6 Other matters of common interest.
35. The Committee shall be the main forum for negotiation between the Employer and its staff. The detail will depend on the relevant, national machinery recognised by the parties at that time. Subject to this, the areas for negotiation are:
- 35.1 Pay, pay scales and grading structure (but not individuals' salaries);
 - 35.2 Proposed changes to local terms & conditions;
 - 35.3 Holidays;
 - 35.4 Hours of working and working patterns for groups of staff (but not individuals' arrangements).
36. The Committee will refer agreed recommendations to EG as appropriate to the matter under discussion.
37. To the extent it is able to do so the Employer will provide such financial and other information as is relevant to the subject matter of any discussions at meetings of the Committee.
38. Management recognises that the Trades Unions have procedures for ratifying formal local agreements. Management recognise that these procedures may result in a reference back to their members. The Trades Unions will use their best endeavours to avoid undue delay in ratifying local agreements.

Dispute Resolution Procedure

39. In the event that the Committee records a failure to reach an agreement acceptable to any/all Trades Unions and the Employer in relation to a matter within the scope of this agreement and local negotiation, then the disputes resolution procedure may be invoked by writing to the Director of HR & Organisational Development setting out the matter in dispute and the date of the Committee/Meeting in which the failure to agree arose. The letter must be signed by the relevant Trades Union branch officers⁶ or regional official.
40. The parties agree to engage in constructive discussions with a view to resolving the dispute without unnecessary delay. In normal circumstances an extraordinary Committee meeting will be held within 14 calendar days,

⁶ Such as Secretary or Chair

the purpose of which will be to reach agreement and resolve the dispute. The parties may mutually agree to dispense with this step and/or to establish a sub-Committee of the JSNCC to attempt to resolve the matter.

41. In the event of failure to reach agreement at the extraordinary meeting of the Committee/sub-Committee (or in the agreed absence of such a meeting), the matter may be referred to ACAS for conciliation and/or arbitration with the agreement of both/all parties.
42. Where a Collective Dispute arises out of any proposal to change existing practices or conditions of service, the status quo shall prevail until these procedures have been exhausted, unless it is necessary for legal, health and safety or urgent operational reasons for management to take action immediately. In such cases, the senior manager responsible, in consultation with the Director of HR & Organisational Development, will advise the Trades Unions and confirm in writing the urgent operational reasons involved.
43. It is agreed that until this procedure is underway there shall be no stoppage of work or any other form of industrial action nor shall the external media⁷/press be briefed, notified of the dispute by any of the parties or otherwise involved in the matter under discussion⁸. Neither shall the management side impose a contractual change nor a change in working practices.
44. During the period of that the Disputes Procedure as outlined in this section is underway the University accepts that the Trades Unions may choose to ballot their members either on a consultative or statutory basis regarding the potential for industrial action. In this event, the Trades Unions agree that their communications with members shall refer to the fact that this Disputes Process is underway and has not yet been concluded.

Time off/Facilities

45. Representatives will be given reasonable paid time off for the purposes of:
 - 45.1 Carrying out their duties concerned with industrial relationships;
 - 45.2 Undergoing training in aspects of industrial relations matters;
 - 45.3 Advising and representing individual members, e.g. at internal disciplinary, capability and grievance hearings
 - 45.4 Undergoing Trades Union training
 - 45.5 Undertaking Trades Union duties in accordance with ACAS Codes of Practice and employment law.
46. It is recognised that in the case of some Trades Union representatives time off for Trades Union duties is best arranged by a buy-out of some duties, as

⁷ Including postings on social media.

⁸ Where appropriate reactive press statements will refer to the implementation of the Dispute Resolution Procedure and that neither party will comment until the procedure has reached a conclusion.

set out by ACAS Code of Practice 3 paragraph 44. To expedite this the arrangements in place are detailed in Appendix One.

47. The level of buy-out shall be reviewed by the Employer annually each March and may be amended subject to Trades Union membership and the level of employee relations activity underway and/or anticipated at the University at this time. Generally, 3 FTE allocation shall be considered as at the upper end of the allocation which the Employer may be minded to allow.
48. In order to qualify for time off, Trades Union representatives' duties must be consistent with either negotiations in respect of which the Trades Union is recognised by the Employer or any of the duties that the Employer has agreed the Trades Union may perform on behalf of employees. Time off with pay shall also apply to meeting and/or seeking advice from Trades Union officials in respect of these and related matters.
49. These duties must be concerned with:
 - 49.1 Terms and conditions of employment or the physical conditions of work
 - 49.2 Engagement, non-engagement, termination and suspension of employment or the duties of employment of one or more employees
 - 49.3 Allocation of work or duties between workers or groups of workers
 - 49.4 Matters of discipline
 - 49.5 Membership or non-membership of the Trades Union on the part of the worker
 - 49.6 Facilities for officers of the Trades Unions
 - 49.7 Machinery for negotiations or consultation and other procedures
 - 49.8 Additional time off for Trades Union Safety Representatives and Union Learning Representatives
50. In addition, there may be other matters that qualify as agreed between the Parties from time to time.
51. A Trades Union representative is not normally entitled to be paid additional payments where his or her duties are carried out at a time when he or she would not otherwise have been at work.
52. There is no right to time off for Trades Union activities which themselves consist of industrial action, and there is no requirement for paid time off for Trades Union activities. Time off for Trades Union activities will be allowed in accordance with the ACAS Code.
53. Trades Union representatives who request paid time off for undergoing relevant training should:

- 53.1 Wherever practicable, give at least two weeks' notice to the relevant head of school or line manager in the first instance
 - 53.2 Provide details of the nature of the training course.
 - 54. Representatives will be able to carry on Trades Union business within reason providing it does not interfere with normal working routines and proper cover can be obtained for the formal work activities during their absence on Trades Union business. If requested, representatives who request time off for meetings must ensure that their immediate line manager is aware of:
 - 54.1 The nature and purpose of the meeting;
 - 54.2 The expected length of absence including, any preparation time.
- The Employer reserves the right to request the above information in writing.
- 55. Trades Union representatives should minimise disruption by being as flexible as possible in seeking time off where the immediate or unexpected needs of the University make it difficult for colleagues or managers to provide cover for them in their absence. Equally, the Employer recognises its mutual obligation to allow Trades Union representatives to undertake their duties.
 - 56. Representatives will be provided with reasonable facilities to ensure that they can carry out their role efficiently. Such facilities will include:
 - 56.1 Safe and accessible office and meeting rooms such as are reasonably required to carry out the essential functions of the Trades Unions;
 - 56.2 Access to notice boards for the sole purpose of appropriate communication between the Trades Union and staff;
 - 56.3 Reasonable access to University communication systems;
 - 56.4 Office equipment such as shall reasonably be required; this shall be agreed between the Employer and each Trades Union on receipt of a request and supporting business case from each Trades Union making clear any additional support that is required over and above that already provided by the Employer;
 - 56.5 Either party may seek a review of the provision of facilities, whether temporary or permanent, based upon changes to membership numbers and/or quantifiable changes in employee relations activity.

Further matters

- 57. The Trades Unions agree to abide by the ACAS Code of Practice on Picketing (as amended or replaced from time to time).
- 58. The Trades Unions also acknowledge that the Employer is obliged to comply with the Trades Union facility time publication requirements (as amended or replaced from time to time) and agree to assist the Employer as it may reasonably require, by way of the provision of information about facility time, to enable the Employer to comply with those requirements.

59. Consultation and engagement on Health & Safety matters shall be handled through the Health, Safety & Environment Committee. The Constitution of this Committee can be found at:
<https://www.kent.ac.uk/governance/council/sub-committees/SHEEC/consultative-committee.html>

Confidentiality and Data Protection

60. It is agreed that management, Trades Unions and employees will respect and maintain confidentiality of information communicated by the University and described as confidential, and each party will use its best endeavours to ensure that no person uses or discloses any such information to any person not authorised to receive it, unless it comes into the public domain without an unauthorised disclosure.
61. In the event that the Trades Unions request to extend access to information provided on a confidential basis to professional advisors and/or other union officials, for example to other members of their branch committee, the University will consider such requests on a case-by-case basis and, subject to being provided with an explanation of the reason for the request, and to an assessment of risk, will not unreasonably withhold consent to such wider circulation. In the event that such extended access is granted to other employees, those employees agree to respect and maintain confidentiality. This is intended to prevent the distribution of commercially sensitive information to those who may seek to benefit monetarily (or in kind) from such information, for example in relation to bidding for works or in the transfer of an undertaking.
62. The University agrees to limit the labelling of JSNCC papers as confidential to exceptional circumstances where information is deemed "commercially sensitive". The University will notify JSNCC of any documents that are set to be labelled as confidential and the reasons why they are deemed to include "commercially sensitive" information at least one week in advance of any JSNCC meeting so as to provide Trades Unions and staff representatives with sufficient time, if need be, to initiate clause 62.
63. The Trades Unions agree only to publish information about the University, including on social media, which they have good reasonable cause to believe to be accurate.
64. It is agreed that management, Trades Unions and employees will collect, store and process any personal data and special category personal data in accordance with data protection law. In particular, any processing of such data must comply with the principles of good practice, and data must be kept securely.

Variation or Termination of Agreement

65. This Agreement may only be varied by the mutual agreement of the Parties. All proposals for variation shall appear as agenda items on the Committee agenda. In the event of any Party wishing to terminate this Agreement, the

other Parties will be given six months' notice in writing, during which period the Agreement will remain in force.

Signed: *Iain Wilkinson* (UCU) Date: ^{20 July 2021}.....

Signed: *[Signature]* (Unison) Date: ^{20 August 2021}.....

Signed: *Nicholas Owen* (Unite) Date: ^{04 August 2021}.....

Signed: *Kevin Stevens* (GMB) Date: ^{26 July 2021}.....

Signed *Martin Atkinson*(On behalf of the Employer) Date: ^{20 August 2021}.....

Appendix One

JSNCC Membership

Further to paragraph 24 of the agreement, the JSNCC membership shall be constituted as follows:

- A. Up to thirteen University members who shall include:
 - i. The Director of HR & Organisational Development;
 - ii. The Deputy Director of HR (or nominee);
 - iii. A Director of an Academic Division;
 - iv. The Director of a Professional Services Directorate;
 - v. Two senior members of professional services staff (from different services);
 - vi. Two other staff to be appointed by the Director of HR & Organisational Development;
 - vii. One senior member of staff appointed by Senate;
 - viii. One senior member of staff appointed by the Executive Group.
- b. Six members of University staff nominated by the Trades Unions who shall be members of the Trades Unions – two from UCU (from a pool of up to four), two from the GMB (from a pool of up to three) and two from Unison (from a pool of up to four).
- c. Four representatives of non-union staff (two for academic, research and professional services staff at grades 7+ and two for professional services and research support staff at grades 1 to 6).

Appendix Two

Time off/Facilities

As referred to in paragraph 47 of this Agreement, the following arrangements are in place as at March 2021:

- Representatives of UCU: 3.0 FTE per annum will be allocated to the UCU local branch by the Employer, to be divided between the Trades Union representatives who are Kent employees as the local branch sees fit.
- Representatives of Unison: 0.4 FTE per annum will be allocated to the Unison branch secretary by the Employer, to be divided between the Trades Union representatives who are Kent employees as the local branch sees fit.

These allocations will be subject to review by the Employer in March 2022.

26 March 2021