



The
University
Of
Sheffield.

Human
Resources.

Director of Human Resources

Mr Andrew Dodman, BSc, MBA, FCIPD

Post to: Human Resources, The University of Sheffield,
Firth Court, Western Bank, Sheffield, S10 2TN

12 February 2014

Dear JUCC staff-side colleagues

Re: Trade Union Recognition, Facilities and Dispute Resolution Agreement: Memorandum of Understanding

Further to the meeting with Louise Edwards-Holland, Ian Wright and Stephanie O'Brien on Monday 2 December 2013 I am pleased to provide the enclosed Memorandum of Understanding in relation to the mechanisms to be applied in association with Schedule 2: **The University of Sheffield and Recognised Campus Trade Union Facilities Time Agreement.**

- The University, Trade Unions and representatives' home departments recognise the value of a collegiate approach whereby the departments with Trade Union representatives enable individuals to be released for the good of the University as a whole. Guidance will be developed to assist managers in home departments to support their staff appropriately.
- In addition to the funding for backfill already outlined in Section 2.2 of Schedule 2, additional funds may be offered by the University for exceptional fluctuations in business activity or project work. This will be agreed in advance according to business need.
- Should particular projects temporarily require further exceptional levels of trade union activity, any additional funding required for backfill and associated arrangements, will be jointly agreed between the department and Human Resources on behalf of JUCC where appropriate.
- Human Resources will manage all arrangements and be responsible for making associated business-led decisions in relation to backfill requests. HR will also liaise with 'home' departments and representatives as appropriate.
- Arrangements for the operation of facilities time and associated processes will be developed once agreement has been reached on the Recognition Agreement and its associated Schedules. It is anticipated that on an annual basis following AGMs, each Trade Union will propose the committee members and their departments for the coming year for consideration by HR. It may also be appropriate for these arrangements to be reviewed biannually.
- No Trade Union representative will be expected to undertake trade union duties for more than 50% of their substantive University role. There will be an expectation that an annual discussion will take place between HR, the relevant managers in home departments, and the Trade Union representative. Such discussions will take into consideration the balance of business and

trade union activity against longer-term planning for the individual in relation to career development and departmental priorities.

- Where, exceptionally, an individual representative is required to undertake Trade Union activities which equate to more than 50% of their substantive role, this will only be where it has been agreed by all parties in advance, along with the associated arrangements, including timescales.
- A log of activity will record activity over the financial year, and arrangements will be reviewed every 12 months in accordance with changes to trade union committee structures. This will enable the University to demonstrate value for money in respect of funding for the backfill arrangements and to jointly plan future work with Trade Unions.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Andrew Dodman', written over a circular stamp or seal.

Andrew Dodman
Director of Human Resources



Trade Union Recognition, Facilities and Dispute Resolution Agreement

1. Purpose

1.1 This agreement between the University of Sheffield (the University as employer) and the recognised campus trade unions (as detailed in paragraph 2.1 below), referred to collectively as “the parties”, applies to all staff¹ of the University. The purpose of the agreement is to:

- 1.1.1 Determine which trade unions are recognised by the University, as employer and for what purposes: consultation, negotiation and information sharing.
- 1.1.2. Outline facilities (Schedule 1) and time off arrangements (Schedule 2) in place at the University in order to ensure that trade union representatives are enabled and supported to undertake their duties.
- 1.1.3. Detail the agreed committee and subcommittee structure to facilitate effective partnership working between the campus trade unions and the University (Schedule 3).
- 1.1.4. Set out the formal dispute resolution mechanism to resolve collective issues (Schedule 4).

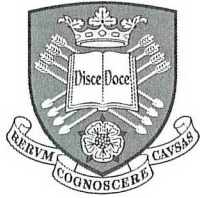
2. Scope

2.1 The University recognises the following trade unions as representing and having sole consultation and negotiation/collective bargaining rights in respect of their members employed at the University. This agreement represents continuation of pre-existing arrangements in relation to bargaining units and consultation and information sharing arrangements as enshrined in the single table bargaining approach for staff:

- University and College Union (UCU) Academic, Clinical & Health, Research, Teaching, Management, Administrative & Professional staff².
- UNISON Secretarial & Clerical staff.
- Unite the Union (Unite) technical and facilities support (ex-manual and ancillary) staff.
- GMB facilities support (ex-manual) staff.

¹ Recognition for the purposes of collective bargaining for atypical workers covers matters relating to: pay bargaining, hours of work and holidays. This agreement represents continuation of pre-existing consultation and information sharing arrangements for such staff.

² Remuneration for staff on Professorial and equivalent grades is not included in collective bargaining arrangements. This agreement represents continuation of pre-existing consultation/ information sharing arrangements for such staff.



2.2 Trade union recognition for the purposes of this agreement is in accordance with TULR(C)A section 178. A collective agreement means any agreement or arrangement made by or on behalf of one or more trade unions in relation to the matters detailed below.

2.3 Collectively the above trade unions are referred to as the "recognised campus trade unions" or "the trade unions".

2.4 "Collective bargaining" means negotiations relating to or connected with the following matters (as defined in Trade Union and Labour Relations (Consolidation) Act 1992, Section 178 (2)):

- Terms and conditions of employment, or the physical conditions in which any workers are required to work;
- Engagement or non-engagement, or termination or suspension of employment or the duties of employment, of one or more workers;
- Allocation of work or the duties of employment between workers or groups of workers;
- Matters of discipline;
- A worker's membership or non-membership of a trade union;
- Facilities for officials of trade unions; and
- Machinery for negotiation or consultation, and other procedures, relating to any of the above matters, including the recognition of the right of a trade union to represent workers in such negotiation or consultation or in the carrying out of such procedures.

2.5 Collective bargaining will only be between the University and the formally recognised campus trade unions, as detailed in section 2.1 above, in relation to matters covered within this agreement.

3. General Principles of Recognition

3.1 Intrinsic to this agreement is a jointly held aspiration to seek to establish and maintain the very best possible relations between the University and its staff as represented by the recognised campus trade unions. To achieve this, both parties will work within an established employee relations framework that is founded upon mutually agreed methods, utilising the associated forums for discussion, consultation and negotiation as appropriate. This is without prejudice to the established provisions for managerial decisions to be undertaken in accordance with the University's governance arrangements as detailed within the University of Sheffield Charter, Statutes and Regulations. It is the intention of this agreement to provide additional and supplementary machinery for collective information sharing, consultation and negotiation, as appropriate, between the University as employer and those members of staff represented by the recognised trade unions as employees.



The
University
Of
Sheffield.

Human
Resources.

3.2 The University as employer and its recognised campus trade unions hereby jointly commit to an organisational system of employee relations that will be founded upon the key principles of; collaboration, team working, equal opportunities, transparency and mutual respect.

3.3 It is the University's responsibility to plan, organise and manage its activities to achieve its strategic objectives and corporate plans. In undertaking such activities the University will adhere to good practice, ensuring the timely sharing of information, consultation and negotiation as appropriate with the recognised campus trade unions.

In addition to the collective sharing of information and consultation process, the University may also engage and seek the views of individual staff members.

3.4 The University recognises the trade unions' responsibility to represent and protect the interest of employees covered under this agreement and to undertake collective bargaining on their behalf.

3.5 For the sole purpose of individual representation, the University recognises the right of individuals to be represented by any accredited trade union representative and/or an employed trade union official. The University will not refuse an individual member of staff being represented by a trade union representative from a trade union other than those set out in 2.1 above, provided that they are appropriately accredited in line with the relevant ACAS Code of Practice.

3.6 The University and the trade unions jointly accept that the provisions contained within this agreement are predicated upon a reciprocal obligation to seek to arrange discussion of any issues that are under contention as soon as reasonably practicable.

3.7 The University undertakes to provide relevant information in a timely manner to the trade unions on matters that are likely to have a collective impact upon employees. The trade unions undertake to provide a local response to such information in a timely fashion taking account of their democratic structures.

3.8 The University will ensure the trade unions have access to the appropriate facilities, including meeting access and technological resources, to enable them to discharge their responsibilities under this agreement as detailed in Schedule 1.

3.9 The University as the employer will recognise trade union representatives duly elected and appointed in accordance with the requirements of their respective trade union.

3.10 Paid time off work to undertake trade union duties and associated training will be as detailed in Schedule 2 and for the purpose of this agreement paid time off work will be



provided by the employer on a no detriment basis to the employee as detailed in Schedule 2. From time to time it may be necessary to agree arrangements outside the provisions contained within Schedule 2 of this agreement to support a temporary increase in facilities time.

4. Disclosure of Information

4.1 To ensure good industrial relations practice, facilitate effective communication, and to ensure the relevant legal obligations are met, the University will seek to provide, or (where relevant) to respond to requests made by the recognised campus trade unions for relevant information including:

- Information for collective bargaining purposes in accordance TULR(C)A section 181 as amended.
- Information in relation to collective consultation in accordance with the requirements of TULR(C)A section 188 as amended (insert link to JUCC subgroup).
- Information in relation to the Agency Workers Regulations 2010.
- Information in relation to consultation as required by relevant Health and Safety Legislation (insert link to H&S Committee).
- Information in relation to transfers of undertakings in accordance with the Transfer of Undertakings (Protection of Employment Regulations) (2006) as amended.

4.2 The University and the trade unions acknowledge that there may be occasions when, for specific and justifiable reasons, the University is not required under legislation to disclose information, e.g. where the information requested relates to a specific individual and the individual has not provided prior consent to disclosure.

5. Accreditation

5.1 The University as employer will, in relation to each of the recognised trade unions, recognise the representatives duly elected and appointed (in accordance with the requirements of their respective trade union) in relation to the following roles:

- Workplace representatives, convenors and branch officers (insert link)
- Union Learning Representatives (insert link)
- Health and Safety Representatives (insert link)
- Environmental Representatives (insert link)



Equality Representatives (insert link)

5.2 In order to ensure that appropriately nominated and accredited representatives are recognised by the University, the relevant officers within each trade union should ensure that;

- Representatives involved in collective bargaining are employees of the University, except where dispensation has been agreed in advance.
- The Director of HR is notified as soon as reasonably practicable following the elections of the names and designations of those representatives elected.
- Upon receipt of notification, the University will confirm the recognition of the representative and ensure that they will be afforded all reasonable facilities in line with this agreement.

5.3 The recognised campus trade unions are responsible for ensuring that accredited representatives:

- Abide by the rules of their respective Trade Union and University policies and procedures
- Represent the interests of their members on matters that are of concern to the employing organisation and/or its employees

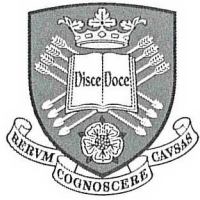
6. Agreed Committees for partnership working; Information, Consultation and Negotiation

6.1 The Joint University Campus Committee (JUCC) is the agreed forum for the sharing of information, consultation and negotiation as appropriate, on all relevant employment related matters pertinent to the University. The role, function and membership of JUCC is detailed within Schedule 3 - Working in partnership: Agreed Committees for partnership working; Information, Consultation and Negotiation procedure agreement and associated terms of reference.

6.2 In addition to JUCC there will be a Joint Committee of the University as employer and SUCU, which will be the forum for sharing of information, consultation and negotiation as appropriate for matters which relate to academic, teaching and research and impact specifically upon employment issues (e.g. workload allocation, academic freedom, etc).

7. Dispute resolution

7.1 In furtherance of partnership working, it is the stated aim of all parties to this agreement, to resolve differences through the established negotiation and consultation process as detailed within this document.



The
University
Of
Sheffield.

Human
Resources.

7.2 Should a situation arise where these mechanisms have been exhausted and there is a failure to agree in respect of any collective issue the matter will be referred for resolution under the process set out in Schedule 4. This process seeks to resolve matters internally wherever reasonably practicable.

8. Termination and Variation of the agreement

8.1 The parties to this agreement reserve the right to terminate it by giving twelve months written notice, which will also automatically trigger Schedule 4.

8.2 Variation to the agreement can be made, at the instigation of either party and through the consent of both parties.

8.3 In all cases, reference to legislative provisions and Codes of Practice are reference to the provisions and Codes as from time to time in force. If legislation is repealed, then it will cease to be relevant for the purposes of this Agreement.

8.4 In accordance with employment legislation, the parties to this agreement and Schedules 1-4 acknowledge that it is not legally enforceable and note that any conclusions reached by the committees/ sub committees are not legally binding on either party save that it is acknowledged that, if the University and the trade unions specifically agree, agreements made pursuant to this agreement may be incorporated into (or amend) the contract between the University and individual members of staff.

9. Review

9.1 The content of this agreement will be reviewed on a three yearly basis.



The
University
Of
Sheffield.

Human
Resources.

Confirmation of agreement

This agreement, and associated schedules, replaces all previous provisions in relation to recognition, facilities time, and dispute resolution.

Signed

For the University

Date 19 FEB 2014.

Signed

For GMB

Date 27/02/14

Signed

For UCU

Date 19/2/14

Signed

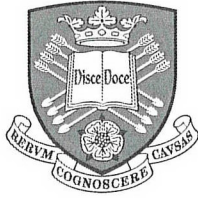
For UNISON

Date 19/2/14

Signed

For Unite the Union

Date 19/2/14



Appendix 1

1. The relevant legislative framework as at 1 January 2013 is as follows:

- The Information and Consultation of Employees Regulations (2004),
- The Employment Rights Act (1996) as amended (ERA),
- The Trade Union and Labour Relations (Consolidation) Act 1992 as amended (TULR(C) A) and
- The Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended;
- The Information and Consultation of Employee Regulations (2004)
- The Data Protection Act 1998.
- Health and Safety at Work Act, 1974
- The Equality Act 2010.

2. The relevant Codes of Practice as at 1 January 2013 are:

- ACAS Code of Practice 2: Disclosure of Information to Trade Unions for Collective Bargaining Purposes
- ACAS Code of Practice 3: Time Off for Trade Union Activities 2010

Version 1: Last Updated: 12 February 2014



The
University
Of
Sheffield.

Human
Resources.

Schedule 1

The University of Sheffield and Recognised Campus Trade Union Facilities Agreement

1. The purpose and scope

1.1. The University will ensure that the recognised campus trade unions have access to the appropriate facilities to enable them to discharge their responsibilities under this agreement in line with good practice and in accordance with TULR(C)A section 168.

2. Space

2.1 The University will enable the trade unions to have available to them accessible office and meeting space, on the University campus, to facilitate meetings with individual members, collective meetings and trade union education. The accessible space will be appropriate to allow trade unions to provide reassurances of confidentiality to members.

3. Resources

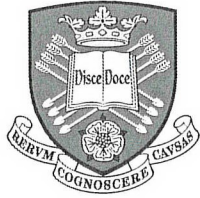
3.1 Cognisant of the rapidly changing technology within the modern workplace, the University will enable recognised campus trade unions to access appropriate resources, including communications technology and IT support, in the form of hard and software, to freely communicate with their members and facilitate their role under this Agreement.

3.2 Campus Trade Unions will also have access to facilities in carrying out their duties and responsibilities, e.g.:

- Access to confidential storage solutions
- Access to accommodation for meetings and trade union education
- Notice board (physical or electronic) provision in all work sites.
- Staff lists on a semester by semester basis highlighting new starters and leavers for recruitment purposes.
- Provisions for addressing and/or meeting staff during induction day activities.

3.3 In accordance with the University's commitment to carbon reduction, the University will support the trade unions to work towards paper-light working through the provision of technological solutions where reasonably practicable

3.4 In accepting access to the aforementioned resources, the recognised campus trade unions will ensure all personal and sensitive data held by them will be managed in accordance with the Data Protection Act 1998.



The
University
Of
Sheffield.

Human
Resources.

3.5 The University recognises that the trade unions may employ administrative support staff and the University will provide them with access to appropriate facilities as required.

4. Cessation of facilities

4.1 The provisions of this agreement will cease (in relation to a trade union or representative, as the case may be) with immediate effect where:

- The trade union is no longer recognised by the University for the purposes of collective bargaining
- The union member resigns from their trade union appointment for which facilities have been granted
- The trade union notifies the University that the individual is no longer recognised as a trade union representative for whom facilities have been granted in line with the recognition agreement.
- The representative is no longer employed by the University

5. Review

5.1 The content of this agreement will be reviewed in line with the recognition agreement.



The
University
Of
Sheffield.

Human
Resources.

Confirmation of agreement

This Schedule and the Agreement to which it forms part replaces all previously agreed provisions in relation to recognition, facilities time, and dispute resolution.

Signed

Date

19 Feb 2014

For the University

Signed

Date

27/02/14

For GMB

Signed

Date

19/2/14

For UCU

Signed

Date

19/2/14

For UNISON

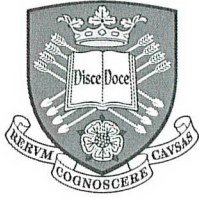
Signed

Date

19/2/14

For Unite the Union

Version 19-12-13



Schedule 2

The University of Sheffield and Recognised Campus Trade Union Facilities Time Agreement

1. The purpose and scope

1.1 The purpose of this agreement is to establish time off arrangements for campus trade union representatives. For the purposes of this agreement TU representatives include: regional and national committee members, Health & Safety representatives and learning representatives.

1.2 The University is committed to working in partnership with the recognised campus trade unions, acknowledging the value of the joint consideration of issues at a local level. Paid time off work, in line with the provisions of this Schedule, to undertake trade union duties in relation to University business will apply in respect of the following activities:

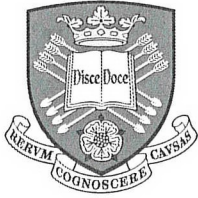
- Negotiations with the University as the employer related to or connected with collective bargaining matters falling within the Recognition, Facilities and Dispute Resolution Agreement (Section 2) in relation to which the trade unions are recognised by the University as employer;
- Representing employees of the University in addressing the University's performance of functions related to or connected with matters falling within the Recognition, Facilities and Dispute Resolution Agreement (Section 2);
- Receipt of information from the University and consultation by the University as employer relating to significant change, redundancy avoidance (under TULR(C)A, Section 188) or TUPE situations which affect University employees;
- Negotiations with a view to entering an agreement under regulation 9 of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE);
- Representing employees of the University in addressing the University's performance of functions related to or connected with matters falling within TUPE regulations.

In addition, the University may use its discretion to agree paid time off for duties for related matters.

The amount of time off, the occasions on which and any conditions subject to which time off may be taken are those that are reasonable in the circumstances, taking account of the relevant ACAS Code of Practice.

1.3 In addition the University will provide paid time off work to ensure that representatives are able to undertake the necessary training pertinent to their specific trade union role and responsibilities including;

- Initial basic training relevant to the duties of the accredited representative, courses must be approved by the Trade Union Congress (TUC) or the respective trade union at a regional/ national level as appropriate.



- Continuing professional development of the accredited representative, courses must be approved by the TUC or the respective trade union at a regional/ national level as appropriate.
- Attendance at relevant regional or national conferences that is pertinent to higher education and/ or the University of Sheffield.

1.4 Attendance at training and development opportunities as outlined in 1.3 is contingent upon the trade union representative providing appropriate notice to their line manager of the dates, time and duration of the courses/ conferences and approval being provided for the release of the staff member by the line manager. Further advice and guidance may be sought from Human Resources.

2. Allocation of time off

2.1 The allocation of time off detailed below for the activities referred to in paragraph 1.1 and 1.2 of this Schedule is an indicative minimum. It takes into consideration what is reasonable within the circumstances and is in part predicated upon indicative staff membership numbers for the respective trade unions.

2.2 To facilitate the taking of allocated time off work the University will also provide the necessary funds to University departments to ensure the reasonable backfill for accredited representatives up to the following allocation per union, calculated based upon the backfill proportion and grade of the representative(s):

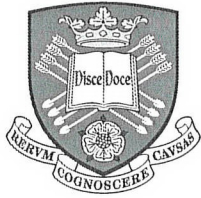
- a) UCU 1 FTE
- b) UNISON 0.8 FTE
- c) UNITE 0.6 FTE

GMB Numbers statistically too small to apply.

2.3 In addition an equivalent of 0.5 FTE will be afforded to the Chair of JUCC Staff Side to allow them to effectively support and progress the business of JUCC.

2.4 Human Resources (HR) will work with managers to ensure that accredited representatives are enabled to have as much flexibility as possible over the way in which they undertake their job roles. E.g. hours of attendance. However where flexibility cannot sufficiently accommodate the necessary time off, HR will be accountable for the budget and allocation of funds for backfill to enable departments to provide cover. It is for each of the trade unions to propose annually which representatives they are seeking to fund via backfill. HR will be responsible for managing requests, taking account of business planning and likely impact on requirements for Trade Union activity, including forthcoming projects, committee and sub-committee work.

2.5 In accepting the provision of the backfill arrangements the trade unions will work with relevant managers and HR, as appropriate, to ensure that the actual working arrangements in place are viable for all parties.



2.6 From time to time it may be necessary to agree arrangements outside the provisions contained within this agreement to support a temporary increase in facilities time.

3. Employee terms for Facilities time off

3.1 For the purpose of this agreement paid time off work will be provided by the employer on a no detriment basis to the employee. i.e. full payment will be made for the time off to undertake duties as detailed in 1.2, including the payment of any allowances etc that would normally apply.

3.2 It is the responsibility of the individual trade union representative to ensure that their line manager is aware of the purpose of the request for paid time off work and the indicative duration and to work with the line manager to establish how work may be covered in the staff member's absence to try to ensure continuity of service provision. This is in accordance with the ACAS Code of Practice on time off for Trade Union Duties 2010.

3.3 Members of recognised trade unions may request reasonable time off to take part in the collective activities of a recognised trade union, as detailed in TULR(C)A including; attending workplace meetings to discuss and vote upon the outcome of negotiations with the University, meeting full time officers to discuss issues relevant to the workplace, voting in union elections. Reasonable notice must be given prior to the time off being agreed and should not be unreasonably refused. Whether such time off is to be paid is at the discretion of the University.

3.4 In situations where an accredited representative is elected to office at a local level or elected to a national committee then reasonable paid time off will be subject to individual notification by the staff member and negotiation between the representative and their line manager.

4. The responsibility of the trade union

4.1 It is the responsibility of each trade union to determine how to make best use of their allocated time under this Schedule.

4.2 The recognised campus trade unions are responsible for all fees and personal expenses incurred as a consequence of attending courses/ conferences as detailed in 1.3.

5. The responsibility of the University

5.1 HR will provide guidance to relevant line managers of their responsibilities in relation to facilitating TU representatives' release. This should include their legal obligation and their responsibilities in finding replacement staff where necessary. In line with the ACAS Code of Practice all requests for paid time off made in line with 1.1 should not be unreasonably refused by the University as employer. If time off is refused, upon request, the line manager will provide written reasons for refusal to the staff member concerned.



5.2 In the case where a disagreement occurs between a line manager and a trade union representative concerning facility time, the Director of Human Resources or their deputy will determine an appropriate resolution without delay. This concludes the internal process.

6. Cessation of facilities time

6.1 The provisions of this agreement will cease to apply with immediate (in respect of a trade union or staff member) effect where;

- The trade union is no longer recognised for collective bargaining purposes
- The staff member resigns from their trade union appointment for which accreditation has been granted
- The trade union notifies the University that the staff member is no longer recognised as a trade union representative for which facility time has been granted
- The representative is no longer employed by the University.

7. Review

7.1 The content of this agreement will be reviewed in line with the recognition agreement.

Confirmation of agreement

This Schedule and the Agreement to which it forms part replaces all previously agreed provisions in relation to recognition, facilities time, and dispute resolution.

Signed

Date 19 Feb 2014.

For the University

Signed

Date 27/02/14

For GMB

Signed

Date 19/2/14

For UCU

Signed

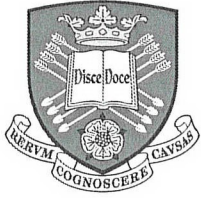
Date 19/2/14

For UNISON

Signed

Date 19/2/14

For Unite the Union



Schedule 3

Procedure Agreement Working in partnership Agreed Committees for partnership working; Information, Consultation and Negotiation

1. Purpose

The University, in partnership with its recognised campus trade unions, share a common interest in working together to perpetuate the continued success of the University for the shared benefit of students, staff and other key stakeholders at a local, national and international level. The forums which have been established for these aims are detailed below.

1.1 The purpose and scope of JUCC

1.1 The Joint University Campus Committee (JUCC) is the agreed forum for the sharing of information, consultation and negotiation ¹ between the University and the recognised campus trade unions, on all relevant employment related matters pertinent to the University. The role, function and membership of JUCC are detailed within the associated terms of reference.

1.2 At the joint determination of JUCC it may be necessary to form a subgroup of JUCC to focus on specific employment issues. The membership of subgroups will be agreed by JUCC and the work will be the subject of jointly agreed terms of reference that will be reviewed on an annual basis. A requirement of each subgroup is for the work of the subgroup to be regularly reported back through JUCC.

1.2.1. At the joint determination of JUCC, the Employment Protection subgroup has been established to consider in greater detail the information provided by the University, with a view to reducing the number of staff placed at risk of redundancy by the University. It has been jointly agreed that this is also the appropriate forum in which to share information in relation to the Agency Workers Regulations 2010. General workforce information may also be shared in this forum in order to give context to the more detailed information.

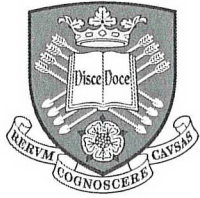
1.2.2 At the joint determination of JUCC a Policy Subgroup has been established to negotiate Employment Policies that impact on local terms and conditions of employment and which form part of an individual's contract of

¹ Negotiation (the process of discussion between senior managers and the campus trade unions with a view to reaching agreement and avoiding disputes).

Consultation (the process by which management and the campus unions jointly examine and discuss issues of mutual concern with a view to reaching agreement and will observe statutory consultation obligations. It involves seeking acceptable solutions to problems through a genuine exchange of views and information).

Information (informing is the process where information is disclosed by either party where appropriate).

From: Employee Communications and Consultation ACAS 2009



The
University
Of
Sheffield.

Human
Resources.

employment. The subgroup may also be used to consult on and share information relating to Employment Policies, procedures and guidance which do not form part of an individual's contract of employment.

- 1.2.3 At the joint determination of JUCC it may be necessary to establish time limited sub groups of JUCC to focus on specific issues. e.g. specific change initiatives.

2. The purpose and scope of TUOS/SUCU JC

2.1 In addition to JUCC there will be a Joint Committee of the University as employer and SUCU (TUOS/SUCU JC), which will be the forum for matters which relate to academic, research and teaching and impact specifically upon employment issues (e.g. workload allocation, academic freedom, etc). The role, function and membership of the TUOS/SUCU JC are detailed below within the associated terms of reference.



The
University
Of
Sheffield.

Human
Resources.

Joint University Campus Committee Terms of Reference

1. Purpose

1.1 The Joint University Campus Committee (JUCC) is a single table group of Trade Union representatives from the recognised campus trade unions and representatives of the University as employer, as detailed below (section 2.1). The purpose of JUCC is to provide a mechanism for staff and management representatives to formally share information, consult and negotiate, as appropriate, on collective employment matters.

2. Membership

2.1 The staff side representatives will include the Chair/ President and Branch Secretaries of each of the recognised campus trade unions; with the provision for other executive committee members to attend as necessary to support work on agenda items. In addition National or Regional employed officials of each Trade Union may be in attendance in an ex-officio capacity with 2 days prior notice to the respective Chairs, including detail of the purpose of attendance / agenda item (s) .

2.2 The recognised campus trade unions will elect a staff side Chair who will undertake the work of the committee in an impartial manner, conducting business as directed by the majority of the recognised unions in a democratic way.

2.3 In order to help facilitate the impartiality of the role of Chair of the committee from the staff side, the trade union from which the Chair is elected may elect one additional representative to ensure equal representation when presenting branch specific views.

2.4 The employer representatives will include the Director of HR or delegate, and another senior member of HR with the provision for other members of the HR department and wider university to be in attendance to support work on agenda items.

2.5 Additional trade union or university observers may be in attendance with the joint agreement of the chairs.

2.6 In order for JUCC to be quorate a minimum of two employer and two staff side representatives from two of the recognised trade unions must be in attendance.

3. Roles and responsibilities

3.1 The meetings are chaired alternately by the Director of HR or delegate and the JUCC chair or delegate.

3.2 The Director of HR will appoint a member of their staff to act as Secretary to the Committee, who will record the proceedings in an impartial manner, have responsibility for collating the agenda and providing supporting documents in a timely manner, as specified below (indicative timescale):



- Papers for forthcoming meetings to be circulated at least 7 calendar days in advance of the meeting.
- Minutes of meetings to be circulated within 14 calendar days after the meeting has taken place where practicable to do so.
- Comments on minutes from members at least 10 calendar days in advance of the next meeting where practicable to do so.

4. Format

4.1 The agenda for the meetings will be collated from items nominated by staff side representatives, employer representatives and standing items as agreed by JUCC.

4.2 A standing agenda item will ensure that the work of the JUCC sub groups is appropriately reported through JUCC e.g. with a view to seeking formal agreement where necessary.

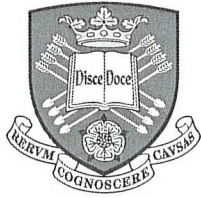
4.3 To ensure that there is clarity within the process the JUCC agenda will be divided in to sections. For the purpose of this agreement the following definitions are provided: For Discussion; For Agreement; For Information. A non-exhaustive list of the types of matters covered by JUCC is provided in Appendix 1.

4.4 The dates, times and location of the meetings will be agreed in advance by the Secretary with the respective Chairs. An annual timetable of meetings will be provided in advance of each academic session to enable trade union colleagues to effectively plan the use of their facilities time.

4.5. Confidentiality: Where documents are to be shared which are confidential or business sensitive this will be made clear to JUCC, along with the expectations on JUCC to preserve confidentiality. Protocols will be in accordance with the ACAS Code of Practice 2.

4.6. Should the need to either cancel or reschedule a meeting of JUCC or a JUCC Sub-Group arise, this will be subject to mutual agreement.

4.7 Adjournment: During the course of meetings, either side may request an adjournment for private discussion.



Appendix 1: Illustrative List of the matters brought to JUCC

The following is a non-exhaustive list of the matters which typically may be raised at JUCC by either side, either for discussion, agreement or information. In addition there may be other items which both sides agree to refer:

- Employment contract and related policies
- Pay awards
- Arrangements relating to job grading or job evaluation
- Job design and/or work allocation Hours of work, Holiday and sickness arrangements
- Pensions and related issues
- Staff Review Performance, Development and Appraisal (SRDS)
- Overall salary structure
- Health and Safety (notwithstanding the Health and Safety committee)
- Redundancy and Redeployment
- Disciplinary, grievance and procedures
- Reorganisation of staff /and relocation of offices
- Equal opportunities policies
- Working practices, new equipment and techniques
- New technology
- Training and development provisions
- Recruitment
- Non-engagement, termination or suspension of employment
- Staff amenities
- Environmental and car parking arrangements
- Academic matters which impact upon employment
- University strategic, financial and governance matters.

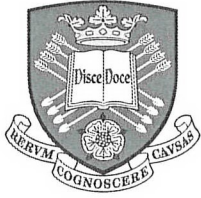


Joint Committee of Management and SUCU Terms of Reference

1. Purpose: The Joint Committee of the University as employer and SUCU (TUOS/SUCU JC) will be the forum for sharing of information, consultation and negotiation as appropriate for matters which relate to academic, teaching and research and impact specifically upon employment issues (e.g. workload allocation, academic freedom, etc).
2. Membership: The TUOS/SUCU JC shall comprise up to six members from each side including:
 - (i) Representing the University senior academic management, drawn from the Vice-Chancellor and the Pro-Vice-Chancellors. This representative, or one of these representatives, shall act as Chair.
 - (ii) Representing the Human Resources Department, drawn from HR senior management.
 - (iii) Other representatives of the University as employer as appropriate.
 - (iv) Representing SUCU, drawn from the President and Officers of SUCU and, with prior consent of the Chair, such other members or regional or national officers whose expertise may be appropriate to any particular item of business.
3. The HR Director shall be responsible for providing secretarial assistance for the conduct of the Committee's business.
4. The TUOS/SUCU JC will normally meet at least three times per academic session.
5. The TUOS/SUCU JC shall be concerned with matters which relate to academic, teaching and research and impact specifically upon employment issues.
6. The TUOS/SUCU JC shall concern itself only with matters of collective concern. Problems arising in relation to individual members of staff shall not be matters for discussion in the Committee except that it is recognised that an individual case may raise a question of more general principle.
7. Matters which have a broader impact will be referred to the JUCC for information, consultation or negotiation as appropriate.

5. Review

- 5.1 The content of this agreement will be reviewed in line with the Recognition Agreement.
- 5.2 The content of the JUCC and TUOS/SUCU Terms of Reference will be reviewed annually at each first meeting of the new academic session.




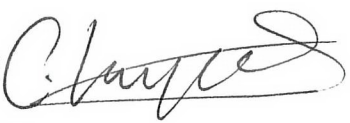
The
University
Of
Sheffield.

Human
Resources.

Confirmation of agreement

This Schedule and the Agreement to which it forms part replaces all previously agreed provisions in relation to recognition, facilities time, and dispute resolution.

Signed  Date 19 Feb 2014
For the University

Signed  Date 24/02/14
For GMB

Signed  Date 19/2/14
For UCU

Signed  Date 19/2/14
For UNISON

Signed  Date 19/2/14
For Unite the Union

Version 19-12-13



Schedule 4

The University of Sheffield and Recognised Campus Trade Union Collective Dispute Resolution procedure agreement

1. The purpose and scope

1.1 The University and the Campus Trade Unions are committed to working towards agreed outcomes. If, exceptionally, these cannot be achieved, either the University or any of the Campus Trade Unions (either collectively or individually) may invoke the following procedure.

1.2 All parties to this agreement are committed to ensuring that the mechanisms contained within the procedure detailed within section 2 below are fully utilised with a view to avoiding a formal trade dispute wherever reasonably practicable.

1.3 For the purposes of this procedure, a "collective issue" is taken to be an issue between the University as employer and two or more staff where the dispute is in relation to the matters listed in 2.4 of the main recognition agreement.

2. Resolution of collective issues

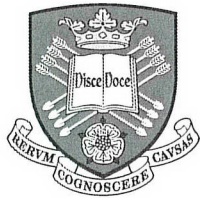
2.1 Where it appears that all scope for progress through normal consultation and negotiations has been exhausted through the processes detailed within Schedule 3, either the University or each of the campus Trade Union Branch Secretaries or Chair/Presidents or in respect of a joint trades union issue the staff-side Chair of JUCC, may give formal notice in writing to all parties that it is in dispute/collective issue, outlining the basis for the dispute, and therefore initiating this dispute resolution procedure.

2.2 Where the dispute resolution procedure is initiated by a trade union or group of trade unions, the formal notice should be sent to the Director of Human Resources. Where the dispute resolution procedure is initiated by the University, the formal notice should be sent to the Branch Secretary of each of the trade unions or in respect of joint trades union issues the staff-side Chair of JUCC.

2.3 Where the dispute resolution procedure is initiated by a single union branch, that union's branch secretary will notify the other trade unions. The parties to the dispute will agree whether representatives of the trade unions not in dispute should be invited to attend the meetings to resolve the dispute.

2.4 Following receipt of such notification the parties will agree, normally within 7 calendar days, on dates for at least two meetings to seek to resolve the dispute. Unless agreed otherwise, these meetings will take place within 21 calendar days of receipt of the notification issued under paragraph 2.

2.5 Attendance at these meetings will normally include regional officials and lay officers of the trade union(s) in dispute, together with senior University managers. The appropriate



The
University
Of
Sheffield.

Human
Resources.

composition and numbers of those involved in hearing the dispute will be balanced and agreed jointly in advance of the meeting(s) and will be determined with the intention of seeking the best possible outcome for internal conciliation.

2.6 The campus unions reserve the right to contest the selection of the University managers to hear the dispute should they believe that a conflict of interest may exist or that a specialist managerial skill set may be beneficial in facilitating a resolution. University managers also reserve the right to contest trade union representation should they believe that a conflict of interest may exist or that a specialist trade union skill set may be beneficial in facilitating a resolution.

2.7 The focus of these meetings will be on reaching a settlement of the issue(s) in dispute. Such settlement should also seek to include recommendations on how similar disputes might be avoided in the future.

2.8 Further meetings beyond this initial period may take place where it is agreed between the parties.

2.9 Where there is a failure to reach an agreement within local procedures, and both parties agree that the issue warrants it, the matter may be referred to the Advisory Conciliation and Arbitration Service (ACAS) in order to seek a resolution. A decision on the need for a referral will be taken, normally within 7 calendar days following a request by either party. Any such decision must be by mutual agreement of all the parties to the dispute.

2.10 Throughout the period for dispute resolution meetings, and during any third-party assistance the status quo ante position will remain in place. The University will not impose a resolution and the trade union(s) will refrain from taking any form of industrial action until the procedure has been fully exhausted.

2.11 At the end of the period for internal dispute resolution, and/or following any third party assistance the parties may agree a joint statement.

2.12 Depending upon the circumstances of the dispute, the parties to this collective dispute resolution procedure may agree to vary any of the terms of this procedure by mutual agreement. Such amendments will be recorded in writing.

3. Review

3.1 The content of this agreement will be reviewed in line with the recognition agreement.



The
University
Of
Sheffield.

Human
Resources.

Confirmation of agreement

This Schedule and the Agreement to which it forms part replaces all previously agreed provisions in relation to recognition, facilities time, and dispute resolution.

Signed

Date

19 FEB 2014

For the University

Signed

Date

27/02/14

For GMB

Signed

Date

19/2/14

For UCU

Signed

Date

19/2/14

For UNISON

Signed

Date

19/4/14

For Unite the Union

Version 05-12-13