

THE UNIVERSITY OF SHEFFIELD

PROCEDURE AGREEMENT

Following approval of this Procedure Agreement by the University Council on 5 November 1984 the following representatives of the University and the Sheffield Association of University Teachers affixed their signatures in formal acceptance of the Agreement.

For the University

Chairman, Academic and Academic
Related Staff Committee

R. J. Midwinter
.....

Registrar and Secretary

John Paddy
.....

Director of Personnel Services

W. Linn
.....

For the Sheffield Association of University Teachers

President

Iwan Rowley
.....

Secretary

Stuart Beames
.....

Treasurer

H. J. Bunt
.....

Date .. *12 December 1984*

THE UNIVERSITY OF SHEFFIELD

Procedure Agreement between the University and the
Sheffield Association of University Teachers

I. INTRODUCTION

1. This agreement shall take effect from
2. It is the intention of the parties that the following procedures shall promote the well-being of both the University and its staff.
3. In the event of a dispute relating to a matter covered by this Agreement, SAUT will not resort to industrial action nor will the University act unilaterally unless the procedures have been exhausted.
4. There shall be separate procedures for consultation, negotiation and the settlement of individual grievances.
5. For the purposes of consultation and negotiation the term Principals is defined as follows:

'The University' - The Council

'The SAUT' - the Sheffield Association of University Teachers

II. JOINT COMMITTEE OF THE UNIVERSITY AND THE SAUT

1. There shall be a Joint Committee of the University and the SAUT which shall report to the Principals.
2. The Joint Committee shall comprise six members from each side:
 - (i) Representing the University, drawn from among the Pro-Chancellors, the Vice-Chancellor, the Pro-Vice-Chancellors, the Treasurer, the Registrar and Secretary, the Director of Finance and such other members whose expertise may be appropriate to any particular item of business.
 - (ii) Representing the SAUT, drawn from the President, the Officers of the SAUT and such other members or national officers whose expertise may be appropriate to any particular item of business.
3. The Chairmanship of the Joint Committee shall alternate between a representative of the University and a representative of the SAUT at successive meetings.
4. The Registrar and Secretary shall be responsible for providing secretarial assistance for the conduct of the Committee's business.
5. The Joint Committee shall be responsible for the conduct of consultations and negotiations between the University and the SAUT. It shall receive reports from negotiating panels established in accordance with this agreement and shall offer advice, otherwise assist, and comment upon such negotiations as appropriate.

6. The Joint Committee 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.

III. PROCEDURES FOR CONSULTATION

1. The University and the SAUT undertake to exchange information and to consult each other on matters of concern as early as possible and before decisions are taken.
2. Consultation may take place informally or formally.
3. Informal consultation may take place between or among the officers of the University and those of the SAUT on any issue. If appropriate a report of such consultations shall be made to the Joint Committee.
4. Formal consultation shall take place in regular meetings of the Joint Committee which shall take place during the University Committee cycle and to which matters may be referred by either party.
5. The following are examples of suitable items that have in recent years been subject to consultation: policy on the annual review of staff; charges for use of facilities and allowances not provided under contract; academic matters that may be seen to impinge on terms and conditions of service; legal liability of staff; changes in, and the implications of academic decisions on, terms and conditions of service.
6. All matters for formal consultation and negotiation shall be raised initially in the Joint Committee which shall determine in accordance with this Agreement the appropriate mechanism to follow. Where agreement cannot be reached in the Joint Committee as to the appropriate mechanism to follow then the matter shall be resolved by conciliation, or if necessary, arbitration under Section V.

IV PROCEDURES FOR NEGOTIATION

1. Subject to III 6, negotiation shall take place on
 - (a) Any local flexibility in the interpretation and application of national agreements on salaries and superannuation.
 - (b) Changes in other terms and conditions of employment as set out in the contract of employment.
 - (c) Changes in general policy relating to leave of absence.
2. Matters for negotiation may be referred to a negotiating panel agreed by the Joint Committee.
3. Negotiating panels shall be made up of equal numbers (normally three) from each side. At least one member of each side should be a member of the Joint Committee at the time of the establishment of the negotiating panel. Each panel shall elect its own Chairman. The Registrar and Secretary will be responsible for providing secretarial assistance for each panel.
4. The terms of reference of a negotiating panel will be recorded in the minutes of the Joint Committee.

5. A negotiating panel may
 - (a) report to the Joint Committee on progress made; on the receipt of such reports the Joint Committee shall consider the next steps to be taken and if necessary offer advice to the panel;
 - (b) submit to the Joint Committee an agreed recommendation which the Joint Committee will normally recommend to the Principals with such comment as is agreed;
 - (c) report to the Joint Committee that an agreement cannot be reached and may request the Joint Committee to undertake further negotiations with a view to submitting a recommendation to the Principals.
6. If the Joint Committee is unable to submit an agreed recommendation to the Principals, it may
 - (a) adjourn negotiations to enable either/both parties in the Joint Committee to consult their Principals;
 - (b) agree to recommend to the Principals referral of the matter to conciliation or arbitration.

V. CONCILIATION AND ARBITRATION

1. If the Joint Committee makes a recommendation under IV 6(b), the Principals may refer the matter to the office of the Advisory, Conciliation and Arbitration Service or to some other third party agreed by the Principals for advice, conciliation or arbitration.
2. If the Principals agree that a matter be referred for arbitration they shall invite the Joint Committee to define the terms of reference for such arbitration for approval by the Principals.
3. The Principals may, by agreement in advance, accept as binding the outcome of arbitration on any matter.

VI EXCLUSIONS

The following matters are excluded from this agreement:

- a) 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 considered under the provisions of this Agreement.
- b) Decisions of the University relating to academic matters taken in accordance with the provisions of the University Charter, Statutes Ordinances and Regulations.

VII 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.

1244

ASSOCIATION OF UNIVERSITY TEACHERS, SHEFFIELD BRANCH

MACHINERY AND PROCEDURE FOR NEGOTIATION AND CONSULTATION

Recognition

The Council of the University of Sheffield has formally recognised the A.U.T. as the sole negotiating body at national and local level to represent academic and related grades in matters relating to their salaries and conditions of employment. At the time of recognition it made no suggestions about the mechanism and procedure for negotiation and consultation, however.

Mechanism

The Council has set up a Joint Council—A.U.T. committee to work out a procedure for negotiation and consultation. The important issue is how matters can be usefully discussed. It is the A.U.T.'s opinion that a Joint Negotiating and Consultative Committee (J.N.C.C.) should be set up to be a forum for these discussions. There appear to be three main routes for bringing matters to a J.N.C.C. Matters can be referred to it by the University through its committees or by the A.U.T. or jointly on matters that the University authorities and the A.U.T. think could lead to dispute. The first two seem comparatively straightforward, while the latter is probably the most contentious and difficult. The following procedure is suggested:

Procedure

1. Two members from each side should meet regularly (e.g. once a month) but informally to go through business to be brought up at relevant committees of the University.
2. Facts and figures should be provided to the A.U.T. if requested to enable this group to make a decision on how to proceed.
3. If the A.U.T. felt that it had a distinctive view on an issue, a decision could be made that the A.U.T. be asked to present a paper to the appropriate committee.
4. It could be decided to ask the J.N.C.C. to consider the matter before it went to the University Committee i.e. for consultation.
5. If a dispute results from any of the above discussions then the matter should be referred to the J.N.C.C. for negotiation.

Item 5 leads to the real issue under discussion; the position, the terms of reference and constitution of the J.N.C.C. must be closely specified. To be a real negotiating committee (it has been agreed by the University that it should negotiate) it is absolutely essential that the committee has the power to negotiate. It should have sufficient standing within the University to give a reasonable expectation that an agreed decision would be acceptable to Council for ratification on the one side and to the A.U.T. on the other side. This in turn means that, as far as negotiation is concerned, the committee must have an independent existence and must report directly to Council and the A.U.T. and not to any intermediate committee which could modify or referee to accept its decision.

Terms of reference

1. The J.N.C.C. is a committee which can act as a consultative committee between the University authorities and the A.U.T. and it can act to negotiate an agreed settlement on matters relating to salaries and

2. Matters can be referred to it by either the University authorities or the A.U.T. directly or through the procedure outlined.
3. A list of topics suitable for consideration by the committee is listed below but the list is not meant to be exhaustive.
4. When negotiation takes place memoranda should accompany the reference. On completion a report should be made. This report could be (a) an agreed recommendation which it would be expected would be accepted by both sides or (b) a referral back for further mandates or (c) in the event of a final disagreement, an arbitration procedure, agreed by both parties, should be reported and then implemented.
5. The minutes and reports shall be prepared by joint secretaries, one appointed by each side.
6. The committee shall consist of 4 members from each side, the senior member of the University authorities side taking the chair. Any University colleague with special experience can be invited to assist the discussion.
7. The J.N.C.C. shall meet at least once per term and at other times as the need arises.

It is anticipated that over the first couple of years problems could arise in the procedures described above. At the end of about two years therefore, the success or failure should be assessed by both sides and the mechanisms re-negotiated if necessary.

Topics suitable for remission

Matters appropriate for consultation and negotiation have been informally discussed previously and suggestions made as follows:

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| 1. Salaries (Matters of Principle). | 10. Car Parking |
| 2. Superannuation (Local Issues). | 11. Catering. |
| 3. Changes in employment under contract. | 12. Fees for additional lecturers |
| 4. Sickness and maternity leave. | 13. Mileage allowances. |
| 5. Leave of absence and study leave. | 14. Travelling and subsistence allowance. |
| 6. Holidays. | 15. Common room facilities, etc., for staff. |
| 7. Promotions policy. | |
| 8. Conditions and procedures for termination of employment. | (N.B. This is not necessarily a complete list). |
| 9. Individual and collective grievances. | |

Typical matters that have arisen within the University over the past few years that could have been referred to J.N.C.C. under one of the above items:

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| 1. 35 - 40% ratio of senior staff - implementation. | 7. Retirement of medical grounds. |
| 2. Status of experimental officers. | |
| 3. Probationary service and training. | 8. Dip H.E. - effect on conditions of service. |
| 4. Local U.S.S. matters, if adopted. | |
| 5. Holidays of junior administrative staff. | |
| 6. Dismissal procedure for short term contract staff. | |