


Recognition Agreement between UK Research and Innovation (UKRI) and UKRI Trade Unions (TUS)
Version 2

Summary:	This recognition agreement seeks to strengthen existing relationships and joint-working approaches and problem solving between UKRI and the Trade Unions. This agreement recognises that it is to the mutual benefit of UKRI and its staff for employees to be fully consulted in discussions related to organisational change, pay, terms and conditions of employment, and informed of all matters affecting staff within UKRI.		
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	Signatures below redacted for the purpose of publishing		

Change record

Date	Author	Version	Page	Reason for change
October – December 2021	KG/EPC	1.0	All	General Refresh with emphasis on greater partnership working and highlighting the importance of

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				collective bargaining, removing duplication.
22/01/21	KG	1.0	Page 5 Sec 3.2	Feedback from TUS on non-TU representation
28/01/21	KG	1.0	section 3.2	Creating a mechanism for ensuring that the whole of UKRI has adequate representation through the trade unions, regardless of membership and guidance documents outlining this process
28/01/21	KG	1.0	section 8	Flexibility built into the committee process to allow committees to reflect site/council differences and needs
28/01/21	KG	1.0	sections 8.2.4, 8.3.2, 8.4.2 and 8.5).	Cascading of minutes to increase cross awareness and utilise the escalation route of the system
28/01/21	KG	1.0	Annex 1	A process map for the negotiation and consultation process
22/03/21	EPC	1.0	Page 7 Sec.7.1.5	Budget allocation for proposed FT TU post
15/04/2021	EPC	1.0	Page 7 Section 6	Consultation and negotiation reclarification
16/04/2021	SB	2.0	Whole document	Re-format only.
06/06/20221	KG	2.0	Annex 2 -17	Reword to specifically add in virtual representation.

Reviewers/contributors

Position	Version reviews and date
Secretary of NTUS / representative body.	22/01/21/ 24/03/21
Head of Health and Safety	12/02/21
Health and Safety full time TU representative	16/12/20
Lead HR Business Partners	4/01/21
Head of OD UKRI	28/01/2021, 22/03/21, 15/04/2021

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1. **Purpose**

- 1.1. This recognition agreement seeks to strengthen existing relationships and joint-working approaches and problem solving between UKRI and the Trade Unions.
- 1.2. This agreement recognises that it is to the mutual benefit of UKRI and its staff for employees to be fully consulted in discussions related to organisational change, pay, terms and conditions of employment, working patterns and environment, EDI, Learning and development, and informed of all matters affecting staff within UKRI.
- 1.3. This covers staff employed by UKRI

2. **Objectives**

- 2.1. In revising this agreement, all parties recognise that the Organisation exists to fulfil its aims and objectives. The purpose of this agreement is to agree trade union recognition, involvement and representation within the organisation and establish a robust framework for joint-working, consultation, information cascade and collective bargaining.
- 2.2. The parties have identified common objectives they wish to pursue and achieve. These are:
 - 2.2.1. Ensure that employment practices in the Organisation are conducted to the highest possible standards and in line with relevant legislation and ACAS guidance.
 - 2.2.2. Enhance effective communication to and engagement with all staff throughout the organisation.
 - 2.2.3. Achieve greater participation and involvement of all members of staff on the issues to be faced in running and developing the Organisation
 - 2.2.4. Ensure that equal opportunities are offered to staff or prospective staff and that the treatment of staff will be fair and equitable in all matters of dispute.
 - 2.2.5. It is sufficient to say; 'Members approved the minutes as corrected', and 'Members noted progress against the actions and agreed those recommended for closure'.
- 2.3. **UKRI values are at the heart of our staff involvement and engagement mechanisms:**
 - 2.3.1. Collaboration – meaningful and timely input from TUS, members, staff, and management, with a clear goal of working to the organisational goals and the mutual benefit of the organisation and employees.
 - 2.3.2. Innovation – Introducing a range of flexible mechanisms to allow all to get involved in a way most suitable for them.
 - 2.3.3. Integrity – All parties will have common goals and trust, working together to manage change and help UKRI be an employer of choice.
 - 2.3.4. Excellence – The effectiveness of the arrangements will be monitored to ensure it is fulfilling the needs of all participants, these mechanisms will develop as UKRI evolves as an organisation to ensure this is maintained.

3. **Scope of the Agreement**

- 3.1. This agreement is between UK Research and Innovation (UKRI) and the following parties:
 - British Medical Association (BMA)
 - FDA
 - Prospect
 - The Public and Commercial Services Union (PCS)
 - The University and College Union (UCU)
 - Unite the Union (Unite)
 - Nautilus International– for ships' officers within the British Antarctic Survey (BAS)
 - National Union of Rail, Maritime and Transport Workers (RMT) – for ships' ratings within the British Antarctic Survey (BAS)
- 3.2. Those Trade Unions listed in paragraph 3.1 will represent UKRI staff, in line with the recognition agreements we have, and thus be included in all negotiations regarding matters which impact staff terms and conditions.

4. **Principles**

- 4.1. UKRI is committed to engaging and working with the TUS and this underpins and facilitates the development of sound and effective employee relations throughout the organisation. It also recognises that the participation of trade union representatives in this process can contribute to delivering improved services.
- 4.2. UKRI encourages Trade Unions to work together with them on issues of service development, engagement and communication specifically as they affect the workforce, in the design and delivery of projects, change programmes and policy review. UKRI recognises the Trades Unions' responsibility to represent the interests of its members and to represent their views to management.
- 4.3. To deliver a working relationship successfully it is important to develop effective, formal and informal relations that build trust and share responsibility, whilst respecting difference. To facilitate this, all parties commit to adopt the following principles in their dealings with each other:
- 4.3.1. Building a mutual respect for each other's roles and responsibilities; There will be mutual trust, and there will be sharing of sensitive information as required by UKRI, and all agreement participants will abide by confidentiality as required. Participants will come to the forum with an open mind and allow open and frank discussions. Differences will be discussed, and solutions found that satisfy both parties as a primary objective.
- 4.3.2. Openness, honesty and transparency in communications;
- 4.3.3. Top level commitment;
- 4.3.4. A positive and constructive approach;
- 4.3.5. Commitment to work with and learn from each other; UKRI and the Trade Unions recognise they have a common objective in the long term of ensuring the efficiency and success of the organisation for the benefit of all.
- 4.3.6. Early discussion of emerging issues and maintaining dialogue on policy and priorities; at all levels of TU interaction.
- 4.3.7. Commitment to ensuring high quality outcomes; Senior management of UKRI will support this agreement in word and action;
- 4.3.8. Where appropriate, assure confidentiality and agree external positions;
- 4.3.9. Making the best use of resources;
- 4.3.10. Ensuring a no-surprise culture.
- 4.3.11. Matters relating to Health and Safety will be dealt with in accordance with the relevant legislation, following the process laid out in the Organisation's Health and Safety Policy.
- 4.4. UKRI recognises that an effective collaborative relationship takes time on both sides and will support representatives taking reasonable facility time to support this agreement.
- 4.5. UKRI and the Trade Unions accept the terms of this agreement are binding in honour upon them but do not constitute a legally enforceable agreement. The Trade Unions specified in 3.1 are recognised as per Schedule A1 of the Trade Union and Labour Relations (Consolidation) Act 1992.
- 4.6. **Definitions:**
- 4.6.1. **Negotiation**
'Conferring with another with a view to reaching a compromise or agreement'. This is with the understanding that if agreement cannot be reached after an agreed period of time, management may in exceptional circumstances, take unilateral action to implement a necessary decision.
- 4.6.2. **Meaningful Consultation**
A process of dialogue that leads to a decision` (Audit Commission). This will ensure the early involvement of TU Side organisations on key issues affecting UKRI with a meaningful opportunity to influence decisions.
- 4.6.3. **Information**
'Ensuring that everyone is fully and promptly informed'.

4.6.4. **TU Official**

An official is an officer of the union elected/appointed in accordance with the rules of the trade union to represent its members.

4.6.5. **Collective Bargaining**

Collective bargaining is the official process by which trade unions negotiate with employers, on behalf of their members. Collective bargaining is only possible where an employer recognises a trade union and between them, they decide on the scope of negotiations.

5. **Structure of Consultation and Negotiation framework**

5.1. The UKRI consultation and negotiation structure was initially 3 tiered and allowed representation of staff at all levels at the inception of UKRI. This structure is subject to change to reflect any organisational change with Management and TUS agreement. These bodies are formed of trade union representatives working within UKRI, full-time trade union officers, and representatives of UKRI management who have the delegated authority to act upon the discussions held within the committee.

5.2. **Joint National Consultative Committee (JNCC)** – Senior UKRI management and trade union representatives from across UKRI dealing with issues that impact all UKRI staff members.

5.3. **Joint Council Consultative Committee (JCCC)** – May be appropriate in certain councils where there are issues that are specific to members of that council, and this will be communication between Trade Union representatives within that council and council management side.

5.4. **Local Joint Consultative Committee (LJCC)** - this is geographically based in workplaces and deals with issues related to the specific workplace only.

5.5. Where smaller sites are organised as satellites of larger ones, and with the agreement of both local sides and the JNCC, a single LJCC may be formed for the larger one and its satellites.

5.6. Where groups of sites are managed together within a council (for example some NERC units), an Intermediate Joint Consultative Committee may be created. This will function like an LJCC and limit its business to that affecting all its sites, but not its entire council.

5.7. Field workers and home-based employees shall be covered by the LJCC of the site from which they are managed.

5.8. For marine staff employed within the British Antarctic Survey, UKRI formally recognises the following trade Unions:

- RMT
- Nautilus International

Local negotiating arrangements are in place for the terms and conditions and pay arrangements for this group of staff.

5.9. The JNCC will establish a Pay and Reward Bargaining Sub-Committee (see section 8.5) who will carry out negotiations on all matters relating to pay and reward.

5.10. The JNCC may also establish other sub committees with the agreement of UKRI. These will be comprised of representatives from management side and trade union representatives who have an interest in and specialist knowledge of the subject at hand and can arrive at recommendations to bring to JNCC for approval.

6. **Consultation and Negotiation Scope**

6.1. **UKRI will inform and consult** our employees, where applicable, on:

6.1.1. All transfers (e.g. TUPE, COSOP)

6.1.2. making 20 or more redundancies in a 90-day period

- 6.1.3. health and safety issues
- 6.1.4. changes to the pension scheme (s)
- 6.1.5. other business information where an information and consultation agreement is required such as:
- The organisation's recent and likely future economic situation
 - Current and future employment situation and any threats to jobs
 - Changes to policies
 - Job grading and evaluation
 - Training, Learning and Development
 - Changes to the working environment and amenities.
 - Contracting out of UKRI functions
 - Any other item both sides agree to refer to.
- 6.2. **UKRI will negotiate** with a view to reaching an agreement with the TUS with regards to all existing collective agreements and additionally those in the Trade Union and Labour Relations (Consolidation) Act 1992 Section 178 (1).
- 6.2.1. Changes to holiday and sickness arrangements
- 6.2.2. Decisions likely to lead to changes to the organisation and employees' contracts (for example, reorganisations, changes to working practices and changes in pay)
- 6.2.3. terms and conditions of employment, or the physical conditions in which any workers are required to work.
- 6.2.4. allocation of work or the duties of employment between workers or groups of workers.
- 6.2.5. facilities for officials of trade unions; and
- 6.2.6. machinery for negotiation or consultation, and other procedures, relating to any of the above matters, including the recognition by employers or employers' associations of the right of a trade union to represent workers in such negotiation or consultation or in the carrying out of such procedures.
- 6.3. All negotiations will take place through the JNCC committee or agreed sub-groups.
- 6.4. Consultation and negotiations will follow the process set out in **annex 1**.
- 6.5. Where time or availability limits meeting, at the agreement of the TUS and Management, items can be discussed through email correspondence.
7. **Responsibilities of parties**
- 7.1. **UKRI will:**
- 7.1.1. engage in meaningful consultation in a timely manner to enable all parties to influence decision making on issues of mutual concern;
- 7.1.2. share information as required by law and ACAS guidelines to ensure effective consultation and negotiation (Annex 5);
- 7.1.3. ensure all managers are familiar with the content of the recognition agreement, and how UKRI is committed to the agreement;
- 7.1.4. support the facilities agreement and facility time agreement (annex 2);
- 7.1.5. when budget is allocated, provide a full time UKRI TUS representative post on 50% facility time and 50% business critical paid time to support the representatives and provide specialist knowledge;
- 7.1.6. ensure all staff are encouraged to join a trade union and support the TUS to recruit members and representatives in UKRI;
- 7.1.7. monitor the number of representatives appointed by each union and discuss reasonableness in the light of numbers and location of the members.
- 7.2. **Trade Union Representatives will:**
- 7.2.1. Be committed to an open and participative working style;
- 7.2.2. Be elected and accredited according to the relevant Trade Union rules and receive appropriate training;
- 7.2.3. Ensure they are familiar with the Recognition agreement and the principles within it;
- 7.2.4. Ensure that changes to representatives are communicated to UKRI within 30 days of appointment;

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- 7.2.5. Record facility time as required by UKRI and the government in a timely manner;
- 7.2.6. Work collaboratively with staff representatives as required where TUS representation is not available.

8. **Committees**

- 8.1. All committees are to be set up with agreement on both Management and relevant Trade Union sides as to what is required for effective consultation and/or negotiation. This allows for variation in committees that reflect the needs and resources of the various parties within the following parameters: Where there is disagreement, this shall be referred to the TUS and MS chair of the JNCC. Final decision rests with MS chair of the JNCC where agreement cannot be reached.

8.2. **JNCC:**

- 8.2.1. A forum for the sharing of information concerning UKRI staff, and where the JCCC and LJCC committees have highlighted issues for the JNCC to consider.
- 8.2.2. A forum for the gathering of views of UKRI wide developments and proposed changes to employment policies.
- 8.2.3. To identify and agree on matters that require negotiation, either through the main committee, or through a time limited, subject specific task and finish group (membership to be mutually agreed).
- 8.2.4. Receive minutes from JCCC committees, or where there is none, LJCC committees, and be aware of the activities of those committees.
- 8.2.5. Meet at a minimum every 2 months.
- 8.2.6. Chaired by the MS chair. If the MS chair cannot be present, the chair will pass to the TUS side chair.
- 8.2.7. The TUS side will represent the unions within UKRI, within a reasonable number of participants. Any concerns will be discussed within the JNCC committee. JNCC members asked to attend in a specialist capacity will not count towards either the MS or TUS membership.
- 8.2.8. The meeting shall be deemed quorate if at least half of the members of TUS and MS are present
- 8.2.9. Members must attend at least half of the meetings or send delegated substitutions who are briefed and able to make decisions on behalf of the named attendee.
- 8.2.10. Papers and supporting documents will be sent in sufficient time for attendees to be able to provide feedback - this time to be agreed between management side and TUS and recorded in the first minute after the acceptance of this document. This may be varied for specific items where time does not allow but will only be used in extenuating circumstances.
- 8.2.11. For urgent issues, an extraordinary meeting can be convened to seek feedback from the parties rather than waiting for the next scheduled meeting, items may be discussed by email correspondence with the agreement of all sides.
- 8.2.12. Develop an annual JNCC plan and monitor progress of that plan.
- 8.2.13. Publish agreed communications to UKRI staff on the activity of the JNCC and invite input from across the organisation.
- 8.2.14. Named attendees are to be identified by job role.
- 8.2.15. Named Full time officers (FTO) of the Trade Unions may attend to support the representatives of that union and must have membership within UKRI. Only one FTO per union can attend the JNCC.

- 8.3. **JCCC:**A forum to discuss matters only applicable to the cadre of staff represented by management side at the meeting.

- 8.3.2. Will provide the JNCC with a record of issues discussed at each meeting and highlight those requiring JNCC input/action (annex 3).
- 8.3.3. Review the need for an ongoing committee and where appropriate, delegate to the JNCC and LJCC committees in agreement of the JNCC and relevant LJCC committees.
See annex 4 for suggested committee rules.

8.4. **LJCC:**

- 8.4.1. A forum to discuss matters only applicable to a geographical workplace and only affecting the members of UKRI employees within that workplace. Field and remote workers will be covered by the LJCC from which they are managed.

- 8.4.2. Will provide the JCCC covering the LJCC with a record of issues discussed at each meeting. Where there is no JCCC currently active, these will go to JNCC and will highlight those items needing JCCC/JNCC action/input (annex 3)
- 8.4.3. There will be a single agreed template for cascading information across the committees to be agreed by the JNCC. (annex 3)
See annex 4 for suggested committee rules

8.5. Pay and Reward Bargaining Sub-Committee

- 8.5.1. A forum to discuss matters only applicable to a pay and reward and only affecting the members of UKRI employees within relevant pay bands/in receipt of reward being discussed.
- 8.5.2. Will provide the JNCC with a record of issues discussed at each meeting and will highlight those items needing JNCC action/input where appropriate

9. Dispute Resolution

- 9.1. Whilst the partners in this agreement have responsibilities to those they represent, there is a requirement to inform, consult and negotiate matters covered by this agreement. There is recognition that there may be situations where there are disagreements, and the following process will apply.
- 9.2. Where a staff representative considers that UKRI has failed to provide such information as required which has hindered the TUS or staff representation, the JNCC MS chair should be informed initially, who will raise it with the UKRI CPO.
- 9.3. If there is failure to resolve, after a 14-day period, both sides will meet again to try and resolve the issue.
- 9.4. Where there are existing processes in place for the issue under discussion, these will remain in place, however, in exceptional circumstances, changes may be implemented where they are considered in the best interests for staff and stakeholders.
- 9.5. Where differences continue, 3rd party organisations may be consulted to mediate on the issue.
- 9.6. Where differences cannot be mediated, either party may request that ACAS conciliate the issue.

10. Variation or termination of the agreement

- 10.1. Both sides confirm this is non-binding arrangement and will be reviewed on a yearly basis, or at the request at either party for a substantive reason.
- 10.2. Termination is subject to 6 months' notice by either side.

11. Annexes

Annex 1: Negotiation/Consultation Process

Annex 2: Facility time and TU facilities

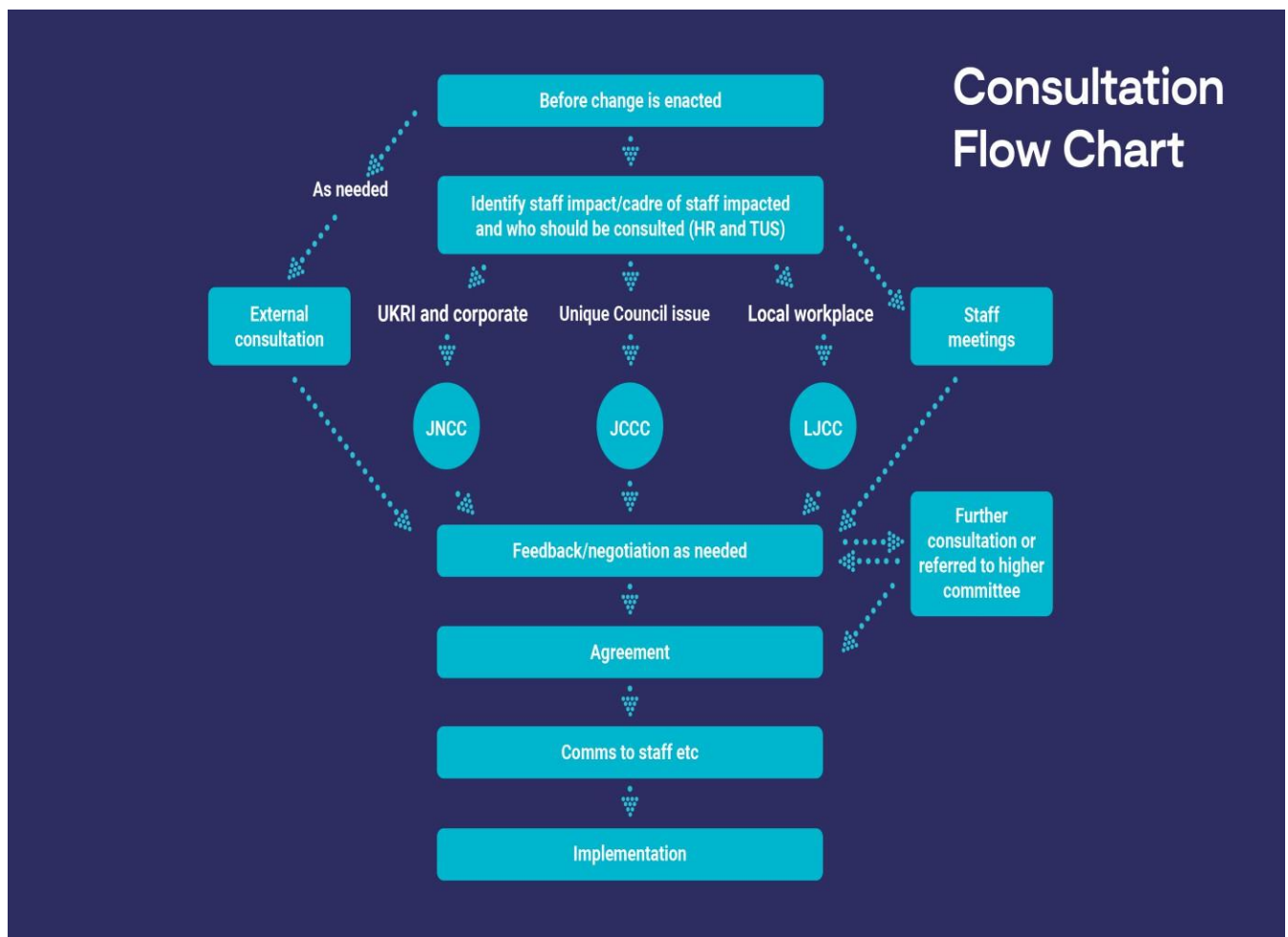
Annex 3: Communication template for use by JCCC and LJCC Committees

Annex 4: Model rules for JCCC and LJCC Committees

Annex 5: Supporting documents

Annex 1-Negotiation/ Consultation Process

1. UKRI commits to consulting on changes when this will impact UKRI staff. This should be at the earliest opportunity, ensuring this is meaningful and can impact the direction of change.
 - 1.1. UKRI will negotiate with a view to reaching an agreement with the TUS with regards to all existing collective agreements and additionally those in the Trade Union and Labour Relations (Consolidation) Act 1992 Section 178 (1)
2. In addition, the partners agree to the following:
 - 2.1. Every effort will be made to provide information in good time for discussion and consultation or negotiation
 - 2.2. All parties will undertake to provide a considered, co-ordinated, and timely response to issue on which their views are sought or on which they are consulted.
 - 2.3. All parties undertake to respect confidentiality where required or requested, otherwise to conduct their dialogue openly.
3. Where the outcome of consultation does not reflect the TUS position, there will be clear explanation given at the relevant forum as to the reasons. Equally, where the views and ideas of the TUS help to improve or drive a decision, due credit and recognition will be given and communicated to UKRI staff.



Annex 2 – Facility time and TU facilities:

1. All allowances of time are subject to a cap of 0.5 FTE of facility time, except with prior agreement of UKRI management to accommodate special organisational circumstances or where required by law.
2. Time off for Health and Safety Representatives to carry out their functions in line with legislation and UKRI safety policy is out of scope of this agreement and will not count towards the facility time limits set out above.
3. UKRI will provide a full-time representative who will support workplace representatives at 50% facility time and 50% business critical time. This post will be filled through the usual UKRI recruitment procedure.
4. The Trade Union side will have 1FTE administrative support available to them provided by UKRI
5. Both posts 2, and 3 will be used to support the collective work of all the unions recognised by UKRI.
6. UKRI will approve reasonable time off for union duties which include, but are not limited to:
 - 6.1. Attendance at UKRI consultative committees.
 - 6.2. Representation of members at agreed procedural UKRI meetings.
 - 6.3. Preparation time for duties, including preparation for case work and negotiation meetings with UKRI.
 - 6.4. Attendance at the representative's trade unions internal committees, including the Trade Union Congress Conference, their Trade Unions Annual Conference, Executive committee and regional meetings subject to the prior agreement of the line manager.
 - 6.5. Attendance at training courses organised by the Trade Union Congress, or the individuals Trade Union, subject to prior agreement of the line manager.
 - 6.6. Acting as an Elected Senior Officer of a recognised Trade Union. Such positions should involve being in the senior leadership team (e.g. president, Vice-President, Deputy Vice-President) of either the whole of the relevant Trade Union or a substantial part of a larger Trade Union.
7. Trade union representatives will only be prevented from utilising facility time when there is a specific and evidenced impact on the effectiveness of UKRI.
8. Requests for facility time will not be unreasonably refused, and the line manager may consider factors such as the time already approved, the amount being requested, the reason for the request, the urgency of the request and likely impacts. Representatives may be asked for evidence that the absence is necessary.
9. Trade union representatives will give as much prior notice to their line managers as possible, and explain within confidentiality limits, why the absence is required. When requesting training through the unions, a three-week notice is required, and the syllabus of the course should be provided if requested.
10. Where Representatives work hours outside of the "normal" working hours of UKRI, time in lieu may be taken for meetings occurring within these hours, but outside of the working hours of the representative. For example, if the representative works shifts, and utilises facility time outside of these shifts, but within normal UKRI working time (conditioned hours), they will be credited with time in lieu equal to the facility time used. This is to be taken with agreement of the line manager.
11. As long as official duties are met and with management agreement, reasonable requests for employee relations time with pay will be granted for members of the Trade Unions who are not accredited representatives, this includes attending meetings, voting on management proposals, attending TU training courses and attending annual conferences as a trainee delegate when sponsored by the relevant Trade Union.
12. Any expenses incurred during the course of TU duties on behalf of supporting UKRI will be reimbursed as per the UKRI Travel and subsistence policy.
13. Any dispute over the use or agreement of facility time should be referred to the Chair of the TUS, who will raise it with the CPO. Where there is failure to agree, the grievance process set out in section 9 will apply.

Additional facilities.

14. UKRI will inform the Trade Unions of the names of new recruits to UKRI and allow accredited representatives to speak to new starters about the role of the Trade Unions in UKRI.
15. Full time officers of the recognised Trade Unions will be granted access to members on official premises, with prior consultation of local management and application of local health and safety regulations.
16. Where practicable Trade union will have the use of a secure office area including a secure telephone, secure document storage and space for up to 4 people at a site agreed by both parties. Where space does not allow for this, the representative will have access to a telephone and office on request. All representatives must have access to storage for confidential files that can be locked by the representative and is not accessible to other staff.
17. Reasonable use of UKRI IT equipment and Digital Communication tools (including but not limited to printing facilities, email, internal meeting rooms, and internal mail system) for member communication, virtual representation, and other Union business.
18. Space on internal staff intranet sites and other sites used by UKRI to communicate t staff will be made available to the TUS for the purpose of communication to all staff.
19. Physical notice boards will be provided on request. The siting of these will be such to ensure they are visible to staff and numerous enough to provide good coverage of staff. The notice boards are for the use of all the recognised Trade Unions.
20. Any concerns over the use of these facilities should be raised in the first instance with the Chair and Secretary of the UKRI Trade Unions.

Table 1 shows an indicative maximum allowance of facility time available, recognising the effort required for Trade Union duties.

Representative type	Facility time allowance
Chair /Secretary of National trade union side	100 days
Trade Union chair of JCCC for duties related to the activity of that committee	100 days
Accredited trade union representative	50 days

Table 1: Allowance of facility time.

Annex 3 Communication template for use by JCCC and LJCC committees.

Minutes of [committee]

Date of meeting

Place of meeting

Management attendees:

TUS attendees:

Guests:

Apologies:

[illegible]

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Please see guidance notes on page 2

Guidance notes:

This is designed to be a summary of actions and decisions made at the meeting, it is not intended to be a full record of discussions and conversations held at the meeting.

E.g.

An item on updates on a staff project, a query on pay and a decision on a staff survey could look like:

Date	Item	Action/decision	Owner	Due date/done	comments	Ratified by JNCC/JCCC
14/02/19	Staff project	AH reported that the project was currently approximately 1 week behind but with extra resources this could be turned around	AH	31/02/19	BC to look into getting some help with the project to get it done by the due date.	

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	Pay remit 2019	The TU side requested information on the pay remit and what date the remit was expected to appear in the pay of staff	NTUS HD		HD to get the information to the TU. General recognition that this is something that occurs every year	
	Staff survey request	KL asked the TU side to send out a communication to all union members encouraging them to participate in the latest survey.	KL NTUS	4/4/19	TU side agreed to communicate with members. TU side highlighted the survey results need to be acted upon.	

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Annex 4 – Model rules for JCCC and LJCC committees

The following is an example of rules for committees, these should be agreed by both sides of the relevant committee and amended to ensure they are fit for purpose for individual committees as necessary.

Joint Council Consultative Committee (JCCC) Model Rules

JCCC Committee Membership

The JCCC will comprise of representatives from the senior management (the “Council Management Side”) and Trade Union representatives (the “Council Trade Union” side) of the constituency of the workforce it covers. Management Side representatives shall be appointed by the relevant council(s) (or for JCCCs covering other areas, the responsible executive director(s)) and shall not make up more than half of the JCCC.

The Trade Union side JCCC members shall be appointed by the Trade Unions that are recognised by the Organisation and have members in the workforce covered by the JCCC. One seat on the JCCC will be reserved for each such Trade Union and the rest will be allocated by a manner to be agreed by those Trade Unions. The JCCC Council Trade Union Side will be appointed entirely from amongst the workforce covered by the JCCC. Vacancies may be filled by the authority concerned in the same manner as the original appointments.

The size of the Council TUS will be agreed by the JNCC in consultation with both sides of the relevant JCCC. It will be proportionate to the number of employees represented by the JCCC. In principle, the Management side should still not have more than half the total number of seats on the JCCC and every Trade Union with members in the constituency of the JCC should have at least one seat.

Where a representative cannot attend a meeting of the JCCC, a deputy may be appointed for that meeting by the authority concerned. Deputies must be notified in advance to JCCC chair and JCCC vice-chair. A full-time officer of any TU with a representative as a member of the JCCC may attend meetings of the JCCC as an observer and contribute to discussion at such meetings.

Committee Management

The JCCC shall be chaired by the Executive Chair of the relevant council. The Trade Union Side shall elect the vice chair from amongst the Council TUS. They will be known as the “Trade Union Side chair”. Meetings at which the chair is not present will be chaired by the vice-chair. Meetings at which neither the vice-chair nor chair are present will select a chair from amongst those present.

Each side of the JCCC will appoint a secretary from amongst their number; these officers shall act as joint secretaries of the JCCC.

Committee Meetings

The frequency of the JCCC meetings shall be agreed on an annual basis with the default position of meeting quarterly. The frequency of meetings shall be proportional to the anticipated issues that will need to be discussed. The scope of the JCCC shall be those issues that affect only staff within the constituency it was established to cover, and which are outside the scope of any one LJCC. An extraordinary meeting of the JCCC can be convened in circumstances where either side formally requests this in writing giving a fortnight’s notice. The JCCC shall be considered quorate when at least half the members of each side are present, unless jointly agreed and notified in advance.

There may be times where a formal meeting is not necessary, so with the agreement of both the council management side and council TUS, these meetings will be cancelled. Consecutive meetings may not be cancelled.

Where extra work is needed the JCCC may establish working groups consisting of management and TU representatives, and, optionally, staff that are experts in the relevant field of work and nominated by either side and agreed by both. Such staff nominated by the TU side will be granted paid facility time to carry out this work. Working groups will bring final proposals back to the JCCC for approval.

Decisions

The decisions of the JCCC can be reached only by agreement between both sides and are subject to ratification by the JNCC. Agreement of a respective side shall exist when a majority of the representatives from that side are in agreement OR the representatives present from that side are in unanimous

agreement. Management Side Chair is responsible for ensuring any decisions are to be acted upon as soon as reasonably practicable.

Minutes and Agenda

The JCCC shall keep minutes of its proceedings. These will be agreed by its joint secretaries (on behalf of their respective sides) and circulated to all committee members within 21 days of the meeting. The joint secretaries will agree an agenda and circulate it to all committee members no less than one week before the meeting is scheduled. Minutes of JCCC meetings will be made available to all employees.

Model Local Joint Consultative Committee (LJCC) Rules

Committee Membership

The LJCC will comprise of representatives from the site senior management team (the “Local Management Side”) and Trade Union representatives (the “Local Trade Union” side) at that location.

Management Side representatives shall be appointed by the site senior management and shall not make up more than half of the LJCC. They will be appointed from amongst the work force covered by the LJCC. The Trade Union side LJCC members shall be appointed by the Trade Unions that are recognised by the Organisation and have members in the workforce covered by the LJCC. The Local TUS shall be appointed entirely from amongst the workforce within scope of the LJCC.

The size of the Local Trade Union Side shall be agreed with the Management Side Chair and shall be representative of the employees represented by the LJCC. Any failure to agree will be escalated to the relevant JCCC or JNCC as appropriate. As a guide, it is expected the smallest sites will have a TU-side numbering no more than three and the largest sites a TU-Side numbering no more than seven. Where a representative cannot attend a meeting of the LJCC, a deputy may be appointed for that meeting by the authority concerned. Deputies must be notified in advance to the joint chairs. A full-time officer of any Trade Union with a representative on the LJCC may attend meetings of the LJCC as an observer and contribute to discussion at such meetings.

Committee Management

The LJCC shall have joint chairs.

One chair will be the senior manager responsible for the relevant site. Where it is not clear who this is, the JNCC shall be asked to decide. This chair will be known as the “Management Side Chair”. The Trade Union Side shall elect the other chair from amongst their Trade Union representatives and they will be known as the “Trade Union Side chair”. If only one of the joint chairs is present, they will chair the meeting. If both are present, the joint chair who least recently chaired an LJCC meeting will chair it. If neither has previously chaired a meeting of the LJCC then the chair of the meeting will be decided by vote.

If neither joint chair is present at a meeting those present will elect someone from amongst their number to chair until such time as one of the joint chairs is present. Each side of the LJCC will appoint a secretary from amongst their number; these officers shall act as joint secretaries of the LJCC.

Committee Meetings

The frequency of meetings of the LJCC shall be decided by mutual agreement of both sides of the LJCC, with the ongoing approval of the JNCC. Where no such agreement is reached or approval given, the LJCC shall meet every other month. The business the LJCC may include, but is not limited to:

- a) local organisation and staffing,
- b) local recruitment,
- c) local finance,
- d) local estates issues,
- e) local facilities for staff.
- f) Local TU facilities

The scope of the LJCCs shall be those issues affecting staff on the site(s) covered by the LJCC and only those staff. Any issue raised at an LJCC affecting more than the constituency of the Organisation which it covers will be referred up to the JNCC or relevant JCCC as appropriate by the joint secretaries. The only

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exception to this will be where specifically instructed by the JNCC. An extraordinary meeting of the LJCC can be convened in circumstances where either side formally requests this in writing giving a fortnight's notice. The LJCC shall be considered quorate when at least half the members of each side are present, unless notified and jointly agreed in advance.

There may be times where a formal meeting is not necessary, so with the agreement of both the local management and Local TUS, these meetings will be cancelled. Consecutive meetings may not be cancelled. Where extra work is needed the LJCC may establish working groups consisting of management and TU representatives, and, optionally, staff that are experts in the relevant field of work and nominated by either side and agreed by both. Such staff nominated by the TU side will be granted paid facility time to carry out this work. Working groups will bring final proposals back to the LJCC for approval.

Decisions

The decisions of the LJCC can be reached only by agreement between both sides. Agreement of a respective side shall exist when a majority of the representatives from that side are in agreement OR the representatives present from that side are in unanimous. Management Side chair is responsible for ensuring any decisions are to be acted upon as soon as reasonably practicable.

Minutes and Agenda

The LJCC shall keep minutes of its proceedings. These will be agreed by its joint secretaries (on behalf of their respective sides) and circulated to all committee members within three weeks of the meeting. The joint secretaries will agree an agenda and circulate it to all committee members no less than one week before the meeting is scheduled. Minutes of LJCC meetings will be made available to all employee

Annex 5 – Supporting documents

JNCC paper Template

For any queries on this template please contact the UKRI Secretariat using board.secretariat@ukri.org.

ACAS code on Disclosure of information to Trade Unions.

