

# Recognition Agreement

between

UK Research & Innovation

and

The British Medical Association (BMA), The FDA (FDA), Prospect, The Public and Commercial Services Union (PCS), Unite the Union (Unite), The University and College Union (UCU), Nautilus International (Nautilus), and The Rail, Maritime and Transport Union (RMT).

## Amendment History

Version	Publication Date	Changes
1.0	22 March 2018	First version of policy, ready for creation of UKRI

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## 1 Definition of Terms

- 1.1 In this Agreement:
- |                                       |  |
|---------------------------------------|--|
| The Organisation                      | Refers to UK Research & Innovation (UKRI)  |
| The Trade Unions                      | Refers to the recognised Trade Union(s) party to this agreement  |
| Accredited Trade Union Representative | Member of one of the recognised Trade Unions that has been elected to represent members of their Trade Union |
| Employee                              | Employee of the Organisation   |
| Trade Union Member                    | Employee of the Organisation that is a member of a recognised Trade Union                                    |
| JNCC                                  | Joint National Consultative Committee (Section 7.4)  |
| JCCC                                  | Joint Council Consultative Committee (Section 7.5)   |
| LJCC                                  | Local Joint Consultative Committee (Section 7.6)   |
| TUS                                   | Trade Union Side – the Trade Union representatives on the relevant formal committee                          |
| Management Side                       | Those on the relevant formal committee who are present to represent the Organisation                         |

## 2 Commencement Date

- 2.1 This Agreement commences on 1 April 2018 in line with the establishment of the Organisation and formal transfer of staff to the Organisation.

## 3 Recognition

- 3.1 The Organisation recognises the following Trade Unions for its entire non-marine staff:
- The British Medical Association (BMA)
  - The FDA (FDA)
  - Prospect
  - The Public and Commercial Services Union (PCS)
  - Unite the Union (Unite)
  - The University and College Union (UCU)
- 3.2 Additionally for marine staff within the British Antarctic Survey (BAS) and National Oceanography Centre (NOC), UKRI formally recognises the following Trade Unions, for whom local negotiating arrangements are in place at NOC and BAS:
- Nautilus International (for Ships' officers & ratings)
  - The Rail, Maritime, and Transport Union (RMT) (for Ships' ratings)
- 3.3 Those Trade Unions listed in paragraph 3.2 will be included in all negotiations regarding matters which impact on their members' terms and conditions.

## 4 Introduction

- 4.1 The Organisation recognises the value of collaborative working with Trade Unions and the benefits Trade Unions bring to the work place for its employees. The Organisation encourages employees to join a recognised Trade Union.
- 4.2 In drawing up this agreement, the Organisation and the Trade Unions recognise that the Organisation exists to fulfil its strategic, operational and financial aims and objectives and that by working collaboratively, the Organisation will be better able to fulfil these aims and objectives.
- 4.3 This document sets out a framework for consultation and collective bargaining which the Organisation and its recognised Trade Unions can work together to further both the interests of the Organisation and consequently, the Organisation's employees.
- 4.4 The Organisation is committed to joint consultation and negotiation with the recognised Trade Unions with a view to reaching a mutually acceptable outcome on all matters

affecting the aims and objectives of the Organisation and the working lives of its employees. This includes, but is not limited to:

- a) Terms and conditions of employment,
- b) Pay and reward,
- c) Working patterns,
- d) Working environments,
- e) Organisational change,
- f) Equality, diversity, and inclusion
- g) Staff learning and development and,
- h) Employee health and safety.

- 4.5 The recognised Trade Unions understand and respect the requirement for the Organisation to work within the legal framework set out in the Higher Education and Research Act 2017 and will work collaboratively with the Organisation
- 4.6 Both management and the recognised Trade Unions understand that they share responsibility for maintaining good employee relations and an effective system of consultation, negotiation and communication.

## 5 General Principles

- 5.1 The Trade Unions recognises the Organisation's responsibility to plan, organise and manage the work of the Organisation in order to achieve the best possible outcomes in pursuing its overall aims and objectives.
- 5.2 The Organisation recognises the Trade Unions' responsibility to represent the interests of its Members and to work for improved terms and conditions of employment for them.
- 5.3 The Organisation encourages Employees to become and remain members of the appropriate Union in accordance with this agreement.
- 5.4 The Organisation and the Trade Unions recognise their common interest and joint purpose in furthering the aims and objectives of the Organisation and in achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintain good employee relations.
- 5.5 The Organisation and the Trade Unions accept the need for joint consultation and collective bargaining in securing their objectives. They acknowledge the value of up to date information on important changes which effect employees of the Organisation.
- 5.6 A Trade Union recognised by the Organisation has the right to:
  - a) Be involved in consultation and negotiation when policies on employment terms and conditions affecting its members are being formulated or changed,
  - b) Be a party to any formal agreements made on their members' terms and conditions of employment,
  - c) Seek conciliation in accordance with the Organisation's dispute procedure (Appendix 4 ).
  - d) Make representations to the Organisation on behalf of individual members or groups of members, who are aggrieved by specific decisions and to receive a reasoned response.
- 5.7 When an employee invokes their rights under the Organisation's policies to be supported by a Trade Union representative through formal procedures, this representative may be an official of any Trade Union on the understanding that such a representative does not seek to challenge the existing policies and rules, only their interpretation.
- 5.8 There is no obligation on the part of the Organisation to reply to any representations made by a Trade Union which is not recognised by the Organisation, except where required to do so by law.

## 6 Union Representation

- 6.1 The Organisation recognises the Trade Unions listed as party to this agreement as the employee representatives with which it will consult and negotiate with in all matters set out in paragraph 7.9 of this agreement.
- 6.2 The Organisation recognises the Trade Unions as the bodies representing its Employees for the purposes of informing and consulting the workforce.
- 6.3 The Organisation accepts that the Trade Union's Members will elect representatives in accordance with their Union rules to act as their spokespersons in representing their interests.
- 6.4 The Trade Unions agree to inform the Organisation of the names of all elected representatives in writing within five working days of their election and to inform the Organisation in writing of any subsequent changes within five working days of the change having taken place.
- 6.5 The Organisation recognises that Union representatives fulfil an important role and that the discharge of their duties as Union representatives will in no way prejudice their career prospects or employment within the Organisation.
- 6.6 The Organisation will inform all new employees of this agreement and will provide facilities for them to talk to a workplace representative as part of their induction procedure. The Organisation will supply Trade Union representatives with new starter details and enable them to make contact with the new employee.

## 7 Consultation and Negotiation Apparatus

- 7.1 The Organisational consultation and negotiation apparatus is three tiered, reflecting the three levels at which decisions and recommendations are made in the Organisation which can affect staff.
- 7.2 The primary purposes of this apparatus are to provide the main, formal channel of communication between management and staff and to provide a mechanism for consultation and negotiation on pay and other conditions of service (collective bargaining).
- 7.3 At each tier of the Organisational consultation and negotiation apparatus, the functions shall include:
  - a) Information

The Organisation undertakes to supply the Trade Unions with the necessary information for it to carry out effective consultation and negotiation. This shall include the Organisation's employment policies and procedures and proposed amendments and additions. The Organisation will additionally supply information on recent and probable developments of the Organisation and its economic situation.
  - b) Consultation

To have proper consultation with Employees to enable feedback and discussion before decisions are taken concerning matters directly affecting the interests of the Employees as set out in paragraph 7.9 below. The Organisation will additionally consult on the current situation, structure and probable development of employment in the undertaking, especially any threat to employment and on changes in work organisation or contractual relations, including redundancies and transfers.
  - c) Negotiation

To negotiate and reach agreement on all issues pertaining to all contractual matters.

## **7.4 Joint National Consultation Committee (JNCC)**

- 7.4.1 A Joint National Consultative Committee (JNCC) shall be established to secure the greatest measure of cooperation between the Organisation, in its capacity as employer, and the general body of the employees, with a view to increased efficiency in the Organisation combined with increasing the well-being of those employed; to provide machinery for dealing with differences; and generally to bring together the experience and different points of view on matters affecting conditions of employment within the Organisation.
- 7.4.2 The committee will comprise of the Organisation's executive management, or their designees, other managers with relevant knowledge, responsibility, or skills, and representatives from the Trade Unions. Such designees will be empowered to answer questions and make decisions.
- 7.4.3 The chair of the JNCC shall be the CFO of the Organisation. They may delegate this responsibility, as set out in the JNCC constitution, but they will make every effort to attend at least once per a year.
- 7.4.4 The CEO of the Organisation will endeavour to attend at least once per year.
- 7.4.5 The JNCC will meet monthly in the first year of the Organisation. It is anticipated that the JNCC will move to quarterly meetings as the Organisation matures.
- 7.4.6 Appendix 1 sets out the constitution of this committee, including its composition, purpose and functions.
- 7.4.7 The JNCC will establish a pay and reward bargaining sub-

## **7.5 Joint Council Consultative Committee (JCCC)**

- 7.5.1 A Joint Council Consultative Committee (JCCC) shall be established within each Research Council that makes use of its delegated authority and flexibility to determine particular employment terms and conditions and other staffing arrangements affecting Employees in, and only in, that Research Council
- 7.5.2 It is envisaged that the number of JCCC's which are required will reduce as the Organisation matures and harmonises its practices.
- 7.5.3 Where small councils work together on employment matters, a combined JCCC will be formed with the consent of both the management side and TUS of the JNCC. In such cases the Executive Chair of one of relevant councils will be chair.
- 7.5.4 The scope of the JCCC shall be those issues that affect staff only within its constituency, but which are outside the scope of any one LJCC.
- 7.5.5 Each committee will comprise the Council's executive management, or their designees and accredited representatives of the Trade Unions with members in the constituency covered by that JCCC.
- 7.5.6 The chair of each JCCC will be the Executive Chair of the relevant council. They may delegate this responsibility, as set out in the constitution of their JCC, but they will make every effort to attend at least once per a year.
- 7.5.7 An additional JCCC will be formed, at the request of either the Organisation or TUS, to address those issues affecting only staff in the Corporate Centre. The chair of such a committee will be the Chief Financial Officer or Chief People Officer.
- 7.5.8 Each JCCC should take formal minutes. These should both be published internally (with redactions as appropriate) and sent in full to the joint secretaries of the JNCC.

- 7.5.9 Appendix 2 Appendix 2 sets out a model JCCC constitution, including its composition, purpose and functions. Each JCC, by mutual agreement of both sides, may propose changes to its own constitution; however these must then be agreed by the JNCC.

## **7.6 Local Joint Consultative Committee (LJCC)**

- 7.6.1 A Local Joint Consultative Committee (LJCC) shall exist where need is agreed between local Trade Union Reps and local management. If no agreement is reached, the decision should be referred to the JNCC for negotiation.
- 7.6.2 The scope of each LJCC 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 it covers will be referred up to the JCCC or JNCC as appropriate.
- 7.6.3 The LJCC will be chaired by a designated senior manager from that site. The chair of each LJCC will be agreed by the JCCC (or JNCC for multi-council LJCCs).
- 7.6.4 The LJCC shall consist of representatives from management on the relevant site and accredited representatives of those Trade Unions with a membership on the site(s) covered by the LJCC.
- 7.6.5 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
- 7.6.6 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 of its sites, but not its entire council.
- 7.6.7 Field workers shall be covered by the LJCC of the site from which they are managed.
- 7.6.8 Each LJCC should take formal minutes. These should both be published internally (with redactions as appropriate) and sent in full to the joint secretaries of the JNCC.
- 7.6.9 A model constitution for LJCCs is set out in Appendix 3 , including its composition, purpose and functions. Each LJCC, by mutual agreement of both sides, may propose changes to its own constitution; however these must then be agreed by the JNCC.

## **7.7 Health and Safety**

- 7.7.1 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.

## **7.8 Day to Day informal contact**

- 7.8.1 By consent of both sides, the business of the JNCC, JCCC, or LJCC committees can be carried out informally between meetings by representatives of both sides. The expectation shall be that most information sharing (as opposed to consultation) will be by this method.
- 7.8.2 By consent of both sides, changes to conditions of employment may be dealt with by correspondence or ad-hoc meetings of relevant representatives from both sides.
- 7.8.3 Either side may request that issues initially raised informally are taken up formally at the LJCC, JCCC or JNCC for further discussion, as appropriate.

## **7.9 Matters subject to Consultation and Negotiation**

The following matters shall be the subject of consultation and negotiation (this should not be considered an exhaustive list):

- a) Contracting out
- b) Equal Diversity and Inclusion policies
- c) Grievance and disciplinary procedures
- d) Health and safety
- e) Holiday and sickness arrangements
- f) Hours of work
- g) Job descriptions
- h) Job grading and evaluation
- i) Pay awards
- j) Pensions
- k) Redundancy and redeployment
- l) Reorganisation of staff and relocation of offices
- m) Staff amenities
- n) Terms and conditions of employment
- o) Training
- p) Working practices, new equipment and techniques
- q) Recruitment policies and practices
- r) Any other item that both sides agree to refer.

## 8 Representatives

- 8.1 Both Management and the Trade Unions have a duty to ensure that all their representatives know the extent of their authority and abide by agreements reached, including the procedural arrangements for dealing with collective disputes and individual grievances, disciplinary cases (including dismissal), promotion machinery, and early retirement.
- 8.2 It is desirable for TU representatives to have as much practical experience of Trade Union affairs as circumstances allow and also to be reasonably familiar with the work of the groups of staff they represent.
- 8.3 Accredited Trade Union representatives are those employees of the Organisation who are one, or more, of the following:
  - a) Members of the JNCC TUS
  - b) Members of the Council TUS of a JCCC
  - c) Members of the Local TUS of a LJCC
  - d) Formally appointed by their Trade Union as a Health and Safety Representative.
  - e) Formally appointed by their Trade Union as a Union Learning Representative.
  - f) Elected to a representative role within a recognised Trade Union by members of that Trade Union who are also employees of the Organisation.
  - g) Elected to a national role within a recognised Trade Union.
  - h) Designated an accredited representative by mutual agreement of both sides of the JNCC.
- 8.4 The TU Side secretary of the relevant body is responsible for notifying the Organisation's management of new appointments. The mechanism for such a notification will be agreed through the JNCC. Such a notification should include: the name of the representative, the office which they now hold, and the Trade Union to which they belong. A similar notification should be sent when the representative ceases to hold that office.

- 8.5 The Organisation will maintain a list of all accredited representatives.
- 8.6 The facilities time available to accredited representatives to carry out their work is set out in section 9.
- 8.7 Where accredited Trade Union representatives spend a proportion of their time on representational activities, Management will, in applying the normal rules and procedures for appraisal of performance and promotion, ensure that such individuals are not placed at a disadvantage and that full account is taken of the knowledge and experience gained and time spent in the course of their representational duties.
- 8.8 Management should apply the normal procedures for employee reporting, appraisal and career development for accredited representatives and will take, at the request of the individual, account of the knowledge, skills and experience demonstrated and gained in the time spent on employment relations duties.
- 8.9 Trade Union representatives must conform to standards of behaviour set out in the Organisation's code of conduct whilst carrying out their duties.
- 8.10 Action will be taken where inappropriate behaviours are displayed towards Trade Union representatives by any employee of the Organisation in line with organisational policy.
- 8.11 Although general disciplinary rules apply to the Organisation's employees who are accredited representatives, normally no disciplinary action should be considered for an accredited representative until the circumstances of the case against the representative have been discussed with the relevant full time Trade Union official, unless doing so poses a significant risk to the Organisation and/or places the Organisation into disrepute.

## **9 Facilities**

- 9.1 In jointly determining the extent of the Trade Union facilities and the use made of them, both management and the Trade Unions accept that there has to be a balance between efficiently and effectively discharging the functions of the Organisation in a cost effective way and providing representation for Employees.
- 9.2 In order to allow the Trade Union Sides to be effective and maximise the benefit it can provide, the Organisation makes various facilities described in this section available to the recognised Trade Unions

### **9.3 Facility time for accredited Trade Union representatives**

- 9.3.1 No Trade Union Representative should normally receive more than 0.5 of an FTE of facility time, except for a defined period to meet a specific business need (for example in response to a large scale organisational change) with agreement of both the Chair and Vice-Chair of the JNCC or where required by law. All allowances of time described below are subject to this overall cap.
- 9.3.2 In recognition of the negotiation and administrative overhead of leading the Trade Union side of a large organisation, the Chair and Secretary of the JNCC TUS (JNCC TUS Chair and JNCC Trade Union Joint Secretary) shall each receive up to 100 days of paid facility time.
- 9.3.3 Chairs and Secretaries of the formally constituted JCCC's will also receive up to 100 days per year of paid facility time.

- 9.3.4 Up to 50 working days may be taken by those individuals who are accredited representatives within their Trade Union. TU representatives may only be prevented by management from utilising facility time where there is a specific and documented impact on operational needs.
- 9.3.5 How facility time is accounted for internally and the collection of reasonable management information on its use shall be agreed at the JNCC, but shall seek to use existing internal processes where possible.
- 9.3.6 Requests to make use of paid facility time by accredited representatives will not be unreasonably refused. In considering the 'reasonableness' of any request, line managers may take account of a number of factors including the amount of paid time already approved for the individual, the amount now being requested, the purpose for which paid time is being requested, its urgency, and the likely impact on operational needs and safety cover. They may ask representatives to produce evidence that the absence is necessary.
- 9.3.7 When making use of facility time, accredited Trade Union representatives will:
- a) Give as much prior notice as possible to their line management,
  - b) Explain the nature of the business, where and when it will take place and how long it is likely to take to their line management. If any of these changes they will discuss this with their management,
  - c) For a training course, give at least three weeks' notice and, if requested, provide their line management with a prospectus of the course, including its contents.
- 9.3.8 Emergency or one-off requests for time for Trade Union duties (e.g. disciplinary/dismissal/bullying and harassment incidents and urgent meetings) may have to be agreed after the event as Trade Union representatives are also bound by professional and ethical considerations. Although permission may be sought after having left the work area in exceptional circumstances, Accredited Representatives should still ensure that they have a method of notifying their manager when leaving their work area in these situations to ensure that health and safety requirements are met including issues of personal safety.
- 9.3.9 time can be used for all official Trade Union activities which may include:
- a) Membership of the JNCC
  - b) Membership of the JCCC
  - c) Membership of the LJCC
  - d) Member of the Pay and Reward Bargaining Committee
  - e) Membership of the TUS of any ad hoc committee approved by the JNCC
  - f) Participation in training and continuous professional development
  - g) Personal casework including preparing for and attending meetings being held under an agreed procedure (e.g. grievance or disciplinary)
  - h) Membership of internal local committees of a recognised Trade Union
  - i) Membership of national Trade Union committees. Such committees include (but are not limited to) sector, area, or professional interest group executive committees and National Executive Committees.
  - j) 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.

- k) attending meetings with other accredited representatives or full-time Trade Union officers to consider matters of joint concern to management and the Trade Unions,
- l) preparing and considering papers and proposals for joint meetings, consultation and negotiation
- m) consulting and informing members through the normal channels of communication,
- n) explaining the role of the Trade Unions in employee relations in UKRI to its employees,
- o) taking part, as a representative, in meetings of official policy making bodies of their Trade Union (such as its National Executive Committee), meetings of the TUS, or meetings of local Trade Union committees,
- p) representing the Trade Union before external bodies, relevant to employment in the Organisation, i.e. at meetings of the Trade Union Congress
- q) attendance at a conference of a Trade Union, whether as a delegate or trainee delegate.
- r) Reasonable travel for Trade Union activities

9.3.10 During their first or second year as an accredited representative up to 10 additional days per a year may be taken for training and continuous professional development. Such training must be agreed by a full time officer within their Trade Union and must be relevant to their role.

9.3.11 Exceptionally, additional paid facility time may be awarded to accredited representatives to deal with special circumstances such as large scale organisational change or complex casework. Any such requests must be made in writing, giving full details, to the chair of the JNCC or (or their designee) by the relevant representative, their full time officer, or the JNCC TUS Chair. A decision will be given in writing.

9.3.12 Depending upon operational needs, special provision may be required for Accredited Representatives who do not work normal "office" hours but who are required to attend meetings within those hours. For example, an Accredited Representative may be rostered to work night shifts within conditioned hours on the nights preceding and following a meeting which they have to attend as an Accredited Representative. Depending on the circumstances, and by agreement with local management, they may be allowed paid time off in respect of at least one of those shifts. Shifts so treated should count as one day of paid time off when calculating an overall facility time allowance or when logging Time for Trade Union Duties.

9.3.13 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.

9.3.14 Any dispute or grievance in relation to time off work for Trade Union duties or activities should be referred to the relevant full time officer or Chair of the JNCC TUS who will raise it with the Chief People Officer. Where there is a failure to agree through this consultation, the Dispute resolution process set out in Appendix 4 will be invoked.

#### 9.4 **Time off for Trade Union members who are not accredited representatives**

- 9.4.1 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, for the purpose of:
- a) attending in a specialist capacity, a joint meeting or meetings of the TUS, or with full-time Trade Union officials or accredited representatives, in connection with matters of joint concern to the Trade Unions and management,
  - b) attending meetings to discuss issues which form part of the negotiation and consultation process,
  - c) attending meetings to participate in formally convened meetings to discuss workplace issues or discuss the outcome of negotiations and collective agreements,
  - d) voting on management proposals at the workplace
  - e) attending educational/training courses held by a Trade Union
  - f) attending annual conferences as a trainee delegate (this must be sponsored by the headquarters of the relevant Trade Union)
- 9.4.2 Time off for Trade Union members who are not accredited representatives should be timed to minimise the disruption to work where possible, e.g. formally convened meetings being held towards the beginning or end of a working day or during the lunch period.
- 9.4.3 Facilities will be provided by local agreement for the election of Trade Union representatives. Where election takes place at the annual general meeting of a Trade Union, the meeting should be allowed to start or finish during working hours.

## 9.5 Administrative support

- 9.5.1 The chair and secretary of the JNCC TUS (JNCC vice-chair and JNCC Trade Union joint secretary) will have joint access to 1 FTE of administrative support, funded by the Organisation. This support may not be provided by any member of the JNCC TUS. This administrative support will be used to support the work of the collective Trade Union Side and not to further the interests of any one Trade Union.

## 9.6 Office Facilities

- 9.6.1 The Organisation will provide securable and private furnished office space to the Trade Unions and their accredited representatives to allow them to carry out their duties on every site on which an accredited TU representative is based, except for the very smallest sites. This office space should allow:
- a) The use of official telephones in privacy
  - b) The secure storage of documents
  - c) The holding of small meetings (of up to four people)
- 9.6.2 All accredited representatives should have access to a facility to secure confidential paperwork (e.g. lockable drawer) in their immediate working area.
- 9.6.3 All accredited representatives should have access to an official telephone with reasonable privacy (this may be in the office provided to the Trade Unions). No charge will be made for telephone calls made for Trade Union business, as long as this is not abused.
- 9.6.4 Applicable space on internal staff intranet sites will be made available. TU representatives may post notices on internal messaging boards on the same basis that they make use of physical notice boards (Section 9.7).

- 9.6.5 The Organisation will allow the Trade Unions to make use of shared meeting rooms, without charge, for the purpose of holding meetings amongst themselves and with members
- 9.6.6 Accredited Trade Union Representatives may make use of IT facilities provided to them for their official duties (including, but not limited to email, PC equipment, photocopiers, fax facilities, video conferencing, ) for Trade Union business without charge, as long as this does not cause unreasonable impact on the operational efficiency of the Organisation.
- 9.6.7 All use of the IT infrastructure by accredited Trade Union representatives will be in line with the Organisation's acceptable use of IT policy.
- 9.6.8 Use of email facilities will be for the purpose of emailing Trade Union representatives, Trade Union members, Parent Trade Unions, other external colleagues and resources (such as those provided by the TUC), individual non-members, and small groups of staff with the permission of local management. However, such facilities may not be used to email all staff.
- 9.6.9 The Trade Unions may make use of the internal mail system and post items between UKRI sites. Any items posted to external parties must be paid for in the normal way. Accredited representatives may receive parcels and other post at work that supports their work as a TU representative.
- 9.6.10 Email and post between Trade Union representatives and accredited representatives or their members will be treated as confidential and will not be examined unless required as part of a formal investigation into the actions of an individual. Such examination will be subject to notifying the chair of the Trade Union Side of the JNCC.
- 9.6.11 Accredited Trade Union representatives may make use of local copying and printing facilities in order to support their work as a representative, as long as this does not unreasonably impact on the business of the Organisation.

## 9.7 Notice Boards

- 9.7.1 The Organisation will provide notice boards, without charge, to the Trade Unions for their exclusive use.
- 9.7.2 The siting and number of boards are for agreement between local management and Trade Union representatives, but must take account of practicability and safety considerations. Notice boards should be sufficiently numerous that most employees are likely to pass one during the course of their working day.
- 9.7.3 Trade Unions are free to exhibit notices of general interest to staff, but such notices may not be exhibited anywhere else on official premises without the previous consent of local management. Local management may challenge the propriety of any notice exhibited by a Trade Union and, on giving reasons in advance, have it removed. The Trade Unions can appeal to management about the reinstatement of the notice.

## 9.8 Travel and Subsistence

- 9.8.1 Travel and subsistence costs will be met by the Organisation, in line with existing travel and subsistence policies when:
  - a) Trade Union representatives are required or requested to travel by management

- b) It is the accepted practice of the committee that a physical meeting is required where possible, such as the JNCC
- c) Adequate video conferencing facilities are not provided

#### 9.9 **Access to Staff, New Starters and Members and Related Notifications**

- a) Recruitment of new members by recognised Trade Unions on official premises should be allowed in general, but the details should be agreed with local management. Such recruitment should be allowed except where it unreasonably interferes with operational needs.
- b) The Organisation will provide the recognised Trade Unions with the names of all new starters and leavers in UKRI. The mechanism for doing this will be agreed through the JNCC.
- c) Accredited Trade Union representatives will be given the opportunity to speak to new starters about the role of Trade Unions in UKRI. A management representative may attend if they wish.
- d) The JNCC Trade Union side will be notified of all deaths in service and will treat this information with sensitivity. The mechanism for this notification will be agreed through the JNCC.
- e) Subject to consultation with local management, full time officers and officials of recognised Trade Unions will be allowed access to their members on official premises.

#### 9.10 **Trade Union Subscriptions**

9.11 The Organisation will provide a facility for the deduction of Trade Union subscriptions from salaries for those staff and recognised Trade Unions who wish to use it.

### 10 **Sharing of Information**

10.1 In accordance with the provisions of the Trade Union and Labour Relations (Consolidation) Act 1992, the Organisation will at all stages of the collective bargaining process disclose to the Trade Unions information in their possession:

- a) Without which the Trade Union representative would be materially impeded from carrying out collective bargaining; or
- b) Information which it would be in accordance with good employee relations practice to disclose for the purpose of collective bargaining.

10.2 This information may include but, is not limited to;

- a) Principles and structure of pay systems
- b) Analysis of earnings and hours of work
- c) Total pay bill and non-pay benefits
- d) Terms and conditions of employment
- e) Workforce planning statistics

10.3 The Organisation reserves the right not to disclose the information described in 10.1 and 10.2 where:

- a) To do so would be against the interests of national security
- b) It would be an unlawful to do so
- c) It has been disclosed to the Organisation in confidence by a third party
- d) It relates to a particular individual unless their consent has been obtained
- e) To do so would cause substantial injury to the Organisation's undertaking for reasons other than its effect on collective bargaining

f) It has been obtained by the Organisation for the purpose of bringing, prosecuting or defending any legal proceeding.

10.4 When disclosing the information described in paragraphs 10.1 and 10.2, the Organisation need not:

- a) Produce any original document or any extract from such document
- b) Compile or assemble any information where this would involve work or expenditure out of reasonable proportion to the value of the information in the conduct of collective bargaining

10.5 Any request by the Trade Union for information will, if the management side so requests, be in writing or confirmed in writing.

10.6 The Trade Unions will recognise any confidentiality requirements placed on such data and will not distribute it onwards where doing so is contraindicated by the security marking on it. Distribution lists will usually include full time officers of the Trade Unions.

## 11 Variation and Termination

11.1 This Agreement may be amended at any time with the consent of both sides of the JNCC.

11.2 This Agreement will be formally reviewed by the JNCC 12 months after the creation of UKRI and every two years subsequently.

11.3 After this Agreement has been in effect for 12 months, it can be terminated by either side of the JNCC by giving six months written notice along with reasons for the desire to terminate.

Signed on behalf of the recognised Trade Unions

Trade Union	Printed Name	Signature
The British Medical Association (BMA)		
Prospect		
The Public and Commercial Services Union (PCS)		
Unite the Union (Unite)		
The University and College Union (UCU)		
Nautilus International (Nautilus)		
The Rail, Maritime and Transport Union (RMT)		

Signed on behalf of UKRI

.....

Sir Mark Walport, CEO of UKRI

## Appendix 1 Joint National Consultative Committee (JNCC) Constitution

### 1 Purpose of the JNCC

- 1.1 UK Research and Innovation is committed to developing an inclusive consultation and negotiation framework to create, develop and enable an open, healthy and cooperative relationship between the management, staff and the Trade Unions.
- 1.2 The JNCC has been established as the forum to foster, enhance and maintain excellent employee relations, communication and information sharing with the Trade Unions at the leadership level through meaningful consultation and negotiation with an aim to reach agreement on staff related matters that affect the entire Organisation and promotes excellence in research and innovation in the UK.
- 1.3 The JNCC shall represent all grades of the Organisation's employees covered by collective bargaining arrangements.
- 1.4 The JNCC is the forum for discussions between management and staff representatives on staffing matters which are of relevance across all of the Organisation's research councils and work locations. This includes changes to conditions of service and it shall be the main forum for collective bargaining within the Organisation. Pay negotiations and consultation about large scale organisational change/redundancies will also be within the remit of the JNCC.
- 1.5 More specifically matters that will be on the agenda of the JNCC include, but are not limited to:
  - a) general principles of the conditions of service
  - b) changes to employment terms and conditions
  - c) any legislation affecting employment
  - d) keeping under regular review the HR practices and employee relations procedures, in order to ensure consistency of application of the principles
  - e) ensuring proper process exist for consultation on health, safety, biosecurity and security
  - f) equity of treatment in terms of equality of opportunity, diversity and inclusion
  - g) dealing with issues of principle regarding appointment, promotion or disciplinary procedures
  - h) overview of financial planning information for UKRI and its constituent parts
  - i) review annual reports from JNCCs and JCCCs
  - j) any matter referred to it for decision by a JCCC or LJCC

### 2 Committee Membership

- 2.1 The JNCC will comprise of representatives from the Organisation's senior management team (the "Management Side") and Trade Union representatives (the "Trade Union" side).
- 2.2 Management Side representatives shall be appointed by the Organisation and shall not make up more than half of the JNCC.
- 2.3 Trade Union Side representatives shall be appointed by the Trade Unions that are recognised by the Organisation. Each recognised Trade Union shall be allowed one member of the committee from each JCCC and an additional member from the JCCC

which represents multiple Councils. Representatives must be employed by the Councils they are representing. Once elected, the Trade Union Side chair and secretary will not count towards the total for their Trade Union.

- 2.4 Both sides will be appointed entirely from amongst the Organisations workforce.
- 2.5 Vacancies may be filled by the authority concerned in the same manner as the original appointments.
- 2.6 Where a representative cannot attend a meeting of the JNCC, a deputy may be appointed for that meeting by the authority concerned.
- 2.7 A full time officer of any TU with a representative as a member of the JNCC may attend meetings of the JNCC as an observer and contribute to discussion at such meetings. A recognised Trade Union with no representatives employed by the Organisation may be invited to attend the JNCC as an observer with the agreement of both sides in advance.

### **3 Committee Management**

- 3.1 The JNCC shall be chaired by the Chief Finance Officer (CFO) of the Organisation.
- 3.2 The Chief Executive will endeavour to attend at least once per year.
- 3.3 The Trade Union Side shall elect the JNCC vice-chair from amongst the TUS and they will be known as the "Trade Union Side chair".
- 3.4 Meetings at which the chair is not present will be chaired by the vice-chair.
- 3.5 Meetings at which neither the chair nor vice-chair are present will elect someone from those present to act as chair until the chair or vice-chair are present.
- 3.6 Each side of the National JNCC will appoint a secretary from amongst their number; these officers shall act as joint secretaries of the JNCC. Each side may additionally appoint a minute secretary who will not be a member of the JNCC.
- 3.7 The JNCC may agree non-controversial matters by correspondence between meetings.

### **4 Committee Meetings**

- 4.1 The JNCC shall meet at least quarterly. The frequency of meetings may be increased by mutual agreements of both sides where circumstances make it prudent to do so and will be discussed at least annually. It is anticipated that the JNCC will meet monthly in the first year of the Organisation.
- 4.2 An extraordinary meeting of the JNCC can be convened in circumstances where either side formally requests this in writing giving one months' notice.
- 4.3 Wherever possible the JNCC will seek to empower smaller groups of staff by devolving decisions affecting only sub-groups of staff to the relevant JCCC, JNCC, or specially formed JNCC sub-committee.
- 4.4 The JNCC shall be considered quorate when at least half the members of each side are present, unless jointly agreed and notified in advance.
- 4.5 There may be times where a formal meeting is not necessary, so with the agreement of both management and TUS, these meetings will be cancelled. Consecutive meetings may not be cancelled.
- 4.6 The JNCC will usually meet face to face and video conferencing facilities will be made available where possible to enable all members to participate.
- 4.7 Where extra work is needed the JNCC may establish working groups consisting of management and Trade Union 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 JNCC for approval.

- 4.8 Pay negotiations will take place in the separate Pay and Rewards Bargaining Committee.

## **5 Decisions**

- 5.1 The decisions of the JNCC can be reached only by agreement between both sides and are subject to ratification by the Executive Committee.
- 5.2 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. Agreement shall be without prejudice to:
- a) The overriding authority of Parliament and the responsibility of the Secretary of State.
  - b) The responsibility of the Trade Union Side to its constituent bodies.
- 5.3 Decisions shall be operative forthwith. Those decisions taken at meetings from which the JNCC Chair was absent shall be reported to them, and it shall be their duty to ensure that action is taken without unreasonable delay.

## **6 Minutes and Agenda**

- 6.1 The JNCC shall keep minutes of its proceedings. These will be agreed by its joint secretaries (on behalf of their respective sides) and be circulated to all committee members within three weeks of the meeting.
- 6.2 Minutes of JNCC meetings will be made available to all UKRI employees.
- 6.3 The Joint secretaries will agree an agenda and circulate it to all committee members no less than two weeks before the meeting is scheduled.

## **7 Amendment of this Constitution**

- 7.1 This constitution may be amended only at a regular meeting of the JNCC or at a meeting called explicitly for that purpose. Notice of proposed amendment of the Constitution must be given and circulated to the members of the JNCC at least 28 days before the meeting.

## **8 Pay and Reward Bargaining Sub-Committee**

- 8.1 The JNCC will establish a pay and reward bargaining sub-committee.
- 8.2 This sub-committee shall be responsible for negotiating all changes to pay and pay-related terms and conditions for all staff except marine staff, for whom separate local negotiation arrangements exist, and for employees on personal contracts.
- 8.3 The sub-committee will comprise of representatives of management with the delegated authority to make decisions on the areas they are negotiating and nominated Trade Union representatives from the JNCC TUS. The overwhelming majority of members on both sides should have an expertise in this field. The rest should be looking to develop one through this work.
- 8.4 A full time officer from each Trade Union with members who will be affected by the decisions of the sub-committee will be invited to attend as an observer. They may contribute to the discussion.

- 8.5 The Management Side recognises that the Trade Unions are entitled to represent, as sole agents in collective bargaining on pay and pay-related terms and conditions of employment, the interests of employees who fall within the scope of this Agreement.
- 8.6 Collective bargaining will take place between the Management Side and all the Trade Unions acting together, i.e. single table pay bargaining.
- 8.7 Bargaining may, however, take place in the absence of one or more Trade Unions where both sides agree that the matters under discussion do not affect the members of the absent Trade Union(s).
- 8.8 Any Trade Union may request bilateral negotiations with the Management side on matters affecting its members. Any negotiations and agreements reached under these arrangements must however be agreed by the negotiating committee
- 8.9 There shall be a single, common, annual pay settlement date for all employees covered by the UKRI pay remit within the scope of this Agreement, except as may be agreed between the parties.
- 8.10 The Trade Union and Management sides will ensure all sub-committee members are suitably trained to ensure they have the skills and knowledge required to carry out their responsibilities adequately.
- 8.11 The JNCC joint secretaries will be responsible for liaison arrangements, including the setting of meeting dates.
- 8.12 The sub-committee shall aim to reach agreement. Any failure to agree shall be dealt with in accordance with the principles and procedures set out in the agreed dispute procedure.
- 8.13 Where appropriate, and with the agreement of all parties in the full committee, subjects may be referred for consideration to a sub-committee of the full committee, to whom the power to settle may be delegated.
- 8.14 Both sides may place items on the agenda of the sub-committee, and in normal circumstances shall give the other side at least four weeks' notice before the meeting of their intention to do so.
- 8.15 The Management Side will be responsible for the preparation of minutes which should be agreed by both sides. The Management Side will also be responsible for circulation of minutes on an agreed basis.
- 8.16 Meetings between the parties will take place within normal working hours unless otherwise mutually agreed.
- 8.17 Where issues arise, the procedures for resolving grievances or differences between the two sides of the JNCC (Appendix 4 ) will be used to resolve them. However, in the absence of satisfactory resolution and where these procedures have been exhausted, the Management Side shall give two months' notice in writing of its intention to implement its proposals. During this period, so far as is practicable, the status quo will be maintained and, where requested, further discussion between the parties will take place. However at the expiration of this period, the procedures may be deemed to have been exhausted and the proposals may be implemented.
- 8.18 The timetable for the conduct of negotiations shall be agreed by the parties with the aim of enabling negotiations and balloting to be concluded before the operative date for the pay review.

## Appendix 2 Joint Council Consultative Committee (JCCC) Model Constitution

### 1 Purpose of the JCCC

- 1.1 The purpose of the JCCC is to provide the main, formal channel of communication between council management and staff covered by the JCCC and in doing so provide a mechanism for consultation within the council.

### 2 Committee Membership

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 The JCCC Council Trade Union Side will be appointed entirely from amongst the workforce covered by the JCCC.
- 2.5 Vacancies may be filled by the authority concerned in the same manner as the original appointments.
- 2.6 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.
- 2.7 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.
- 2.8 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.

### 3 Committee Management

- 3.1 The JCCC shall be chaired by the Executive Chair of the relevant council.
- 3.2 The Trade Union Side shall elect the vice chair from amongst the Council TUS. They will be known as the “Trade Union Side chair”.
- 3.3 Meetings at which the chair is not present will be chaired by the vice-chair.
- 3.4 Meetings at which neither the vice-chair nor chair are present will select a chair from amongst those present.
- 3.5 Each side of the JCCC will appoint a secretary from amongst their number; these officers shall act as joint secretaries of the JCCC.

## **4 Committee Meetings**

- 4.1 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.
- 4.2 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.
- 4.3 An extraordinary meeting of the JCCC can be convened in circumstances where either side formally requests this in writing giving a fortnight's notice.
- 4.4 The JCCC shall be considered quorate when at least half the members of each side are present, unless jointly agreed and notified in advance.
- 4.5 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.
- 4.6 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.

## **5 Decisions**

- 5.1 The decisions of the JCCC can be reached only by agreement between both sides and are subject to ratification by the JNCC.
- 5.2 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. Agreement shall be without prejudice to:
  - a) The overriding authority of Parliament and the responsibility of the Secretary of State.
  - b) The responsibility of the Trade Union Side to its constituent bodies.
- 5.3 Decisions shall be operative forthwith, those taken at meetings from which the JCCC Chair was absent shall be reported to them, and it shall be their duty to ensure that action is taken without unreasonable delay.

## **6 Minutes and Agenda**

- 6.1 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.
- 6.2 The joint secretaries will agree an agenda and circulate it to all committee members no less than one week before the meeting is scheduled.
- 6.3 Minutes of JCCC meetings will be made available to all employees.

## **7 Amendment of this Constitution**

- 7.1 This constitution may be amended only at a regular meeting of the JCCC or at a meeting called explicitly for that purpose. Notice of proposed amendment of the Constitution must be given and circulated to the members of the JCCC at least 28 days before the meeting. Amendments will not take effect until ratified by the JNCC.

## Appendix 3 –Model Local Joint Consultative Committee (LJCC) Constitution

### 1 Purpose

- 7.2 The purpose of the LJCC is to provide the main, formal channel of communication between local management and staff covered by the LJCC and to provide a mechanism for local consultation and negotiation.

### 2 Committee Membership

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 The Local TUS shall be appointed entirely from amongst the workforce within scope of the LJCC.
- 2.5 Vacancies may be filled by the authority concerned in the same manner as the original appointments.
- 2.6 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.
- 2.7 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.
- 2.8 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.

### 3 Committee Management

- 3.1 The LJCC shall have joint chairs.
- 3.2 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”.
- 3.3 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”.
- 3.4 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 coin flip.
- 3.5 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.

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

#### **4 Committee Meetings**

- 4.1 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.
- 4.2 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
- 4.3 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 exception to this will be where specifically instructed by the JNCC.
- 4.4 An extraordinary meeting of the LJCC can be convened in circumstances where either side formally requests this in writing giving a fortnight's notice.
- 4.5 The LJCC shall be considered quorate when at least half the members of each side are present, unless notified and jointly agreed in advance.
- 4.6 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.
- 4.7 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.

#### **5 Decisions**

- 5.1 The decisions of the LJCC can be reached only by agreement between both sides
- 5.2 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. Agreement shall be without prejudice to:
- a) The overriding authority of Parliament and the responsibility of the Secretary of State.
  - b) The responsibility of the Trade Union Side to its constituent bodies.
- 5.3 Decisions shall be operative forthwith, those taken at meetings from which the LJCC Management Side Chair was absent shall be reported to them, and it shall be their duty to ensure that action is taken without unreasonable delay.

## **6 Minutes and Agenda**

- 6.1 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.
- 6.2 The joint secretaries will agree an agenda and circulate it to all committee members no less than one week before the meeting is scheduled.
- 6.3 Minutes of LJCC meetings will be made available to all employees.

## **7 Amendment of this Constitution**

- 7.1 This constitution may be amended only at a regular meeting of the LJCC or at a meeting called explicitly for that purpose. Notice of proposed amendment of the Constitution must be given and circulated to the members of the LJCC at least 28 days before the meeting. Amendments will not take effect until ratified by the JNCC.

## **Appendix 4 - Procedure for resolving grievances or differences between the two sides of the JNCC, JCCC, or LJCC**

### **1 Application**

- 1.1 This agreement sets out procedures for resolving:
  - a) Collective grievances affecting the terms of employment of employees represented by more than one Trade Union
  - b) Differences arising in negotiations between the two sides of the JNCC, a JCCC, or a LJCC
- 1.2 For the purposes of clarity, negotiations and grievances are viewed as two different processes:
  - a) Negotiations
    - i are discussions about an action before that action is taken
    - ii require the agreement of all parties before the outcome is settled
  - b) Grievances
    - i are complaints about actions that have already occurred (although a grievance could be raised about a planned/proposed action)
    - ii the outcome is decided unilaterally by the employer after listening to the employees or their representatives.
- 1.3 For the purposes of this agreement the term Management refers to UKRI and its officers.
- 1.4 To avoid repetition, the text refers only to the Trade Union Side invoking use of the procedures, but in the resolution of differences under paragraph 1.1 b) either side of the JNCC may invoke the appropriate stages of the procedure.

### **2 General Principles**

- 2.1 It is the intention of both parties to this agreement to seek jointly an agreed solution to all differences or grievances raised under this procedure.
- 2.2 Until this process is exhausted, no changes to existing negotiated agreements or terms of employment will be implemented and no industrial action will be taken.
- 2.3 Although it is the desire of both parties to this agreement to resolve differences and grievances as quickly as possible, the time-scale may be varied by agreement, for example when on occasions the Management Side need to refer to central departments or the Trade Union Side needs to refer to its constituent National Trade Union Executives.
- 2.4 Both Sides will adopt a positive and constructive attitude in attempting to resolve the difference or grievance and contested issues will normally be formally discussed at least three times before further action is taken by either side. Both sides will act in a reasonable and timely manner to enable business to be conducted effectively.
- 2.5 Any agreement reached at a later stage in the procedure will be binding upon both parties to the original difference or grievance. It is therefore emphasised that the most appropriate level of representation from the Management and Trade Union Sides for resolving such matters is that possessing the most detailed knowledge and understanding of the case.

- 2.6 Every effort should be made to resolve a difference or grievance at the earliest possible stage.
- 2.7 Both Sides will be kept informed of progress at each stage of the procedures. A written record of all formal meetings will be prepared and any disagreement about what was said should be resolved by correspondence, which will form part of the records.
- 2.8 If the procedure has been exhausted and no agreement has been reached, each party to this agreement will inform the other in writing of any action it intends to take on the matter at issue.
- 2.9 This agreement may be terminated by either side upon giving 6 months' notice. During such 6 month period the parties will make every effort to agree a new procedure
- 2.10 Variations may be suggested by either side at any time and implemented following mutual agreement.
- 2.11 Nothing in the national agreement shall detract in any way from the right of individual constituent Trade Unions to represent their members and to invoke the use of any separate procedure agreements that they hold with UKRI.

### **3 Resolution of Local Matters (including those arising from a JCCC or LJCC)**

#### **3.1 Initial resolution**

- a) Initial representations should be made by the representative of the Local Trade Union Side to the designated Management Side representative. Every effort should be made to resolve the matter informally at this stage.
- b) LJCC or JCCC
- c) If the matter cannot be resolved informally, the Local (or Council) Trade Union Side may request a formal meeting of the LJCC (or JCCC) to be held within 10 working days of the request being made.
- d) Details of the matter to be raised shall be circulated in advance of the meeting.
- e) If no agreement is reached, the Trade Union Side will consider registering a formal "failure to agree". Should this be decided on, the Local Trade Union Side will inform the Chief Executive of its intention to refer the matter to National level and will send notification and terms of reference to the joint secretaries of the National JNCC.

#### **3.2 JNCC**

- a) Upon receipt of the notification by the Local (or Council) Trade Union Side, the National Trade Union Side Secretary will normally ask for a meeting to be arranged between the officers of the JNCC to discuss the matter.
- b) The meeting will be held, where possible, within 10 working days of the request being made. Every effort will be made to reach an agreed solution.

#### **3.3 Resolution Committee**

- a) If the difference or grievance remains unresolved by the JNCC, the National Trade Union Side may request, within 10 working days, a meeting of a specially formed Resolution Committee with members that have the consent of both parties. The Resolution Committee will, where possible, meet within 10 days of the request being made.

- b) The Resolution Committee will agree terms of reference at the beginning of their first meeting, this will include a reasonable deadline for attempting to resolve the matter.
- c) The Resolution Committee will attempt to resolve the differences or grievance in a way that is acceptable to both sides. Further meetings will be held as necessary in a timely manner.

#### 3.4 Collective conciliation, mediation and arbitration

- a) Where the matter remains unresolved, the Resolution Committee may undertake to approach ACAS with a view to instigating collective conciliation or mediation to ensure resolution ([ACAS website](#)).
- b) If no other means to resolve the dispute can be agreed after the above methods have been exhausted the Trade Union Side will record a final "failure to agree" and the resolution procedure shall be exhausted.

### 4 Resolution of National Matters

- 4.1 The JNCC Trade Union Side will raise matters affecting more than one category of employee with the secretary of the Management Side and will provide a written statement of the matter to be considered. Management side will respond in writing to the statement within 10 working days.
- 4.2 If the matter is not resolved by correspondence, a JNCC Officer's meeting will be arranged, where possible, within 10 working days of the request, to discuss the matter and try to reach agreement.
- 4.3 If this matter remains unresolved the procedure will then follow 3.4 above and a timely resolution will be sought.