

The University of Manchester

Procedural Agreement between The University of Manchester and The University of Manchester Association of University Teachers

1 Introduction

The following Procedural Agreement is made between The University of Manchester ('the University') and the University of Manchester Association of University Teachers (UMAUT). This agreement will take effect from 1st October 2004.

2 Preamble

- 2.1 It is the intention of the parties that the following procedures will promote the well-being of both the University and its staff.
- 2.2 The University recognises UMAUT as having sole negotiating rights for all those on Academic; and Related salary scales. This agreement includes the matters over which such negotiating rights extend.
- 2.3 UMAUT undertakes that in the event of a dispute it will not engage in any consequential industrial action unless the procedures have been frustrated or exhausted, or unless the national AUT calls for industrial action.
- 2.4 The University undertakes that in the event of a dispute it will not take unilateral action unless the procedures have been frustrated or exhausted or unless the situation of a national call for industrial action referred to in paragraph 2.3 has arisen.
- 2.5 There will be separate procedures for negotiation and consultation on the one hand and the settlement of individual grievances on the other.
- 2.6 For the purpose of negotiation and consultation under paragraph 4 of this agreement, the 'principals' are, on the one hand any body constituted by the President and Vice-Chancellor for the purpose, acting on behalf of the Board of Governors of the University and, on the other, UMAUT.

3 Negotiating and Consultative Committee of the University and UMAUT

- 3.1 There will be a Negotiating and Consultative Committee of the University and UMAUT constituted as follows:
 - 3.1.1 Representing the University: the President and Vice-Chancellor (or a Vice-President as alternate); the Registrar & Secretary, the Director of

Human Resources, together with two other Officers of the University.
3.1.2 Representing UMAUT: The President and four other members of UMAUT.

- 3.2 There will be alternate members for each side; reasonable notice of the names of those attending will be given to each side.
- 3.3 Each side will be entitled to bring in advisers acceptable to the other, having given reasonable notice to the other side.
- 3.4 The Chairpersonship of the Committee will alternate between a representative of the University and a representative of UMAUT at successive meetings. The Registrar & Secretary will be responsible for providing secretarial assistance for the Committee in the preparation of the agenda and minutes.
- 3.5 A quorum will be three members of each side.
- 3.6 Agreement will be by a majority vote of members of each side, taken separately.
- 3.7 The Committee will concern itself only with matters of collective concern. Problems arising in relation to individual members of staff will not be a matter for discussion in the Committee except that it is recognised that an individual case may raise a question of more general principle.
- 3.8 The Committee will meet three times each year and will report to the University Board of Governors and to Senate; its minutes will appear in the agenda of those bodies. Either side may call a special meeting by giving at least 14 days' notice.
- 3.9 The Committee will have access to any information it thinks relevant to the operation of the Committee **[footnote 1]** and will treat such information with the appropriate degree of confidentiality.

4 Procedure for Negotiation and Consultation

The University or UMAUT may refer matters to the Committee for discussion.

4.1 Matters for Negotiation:

- 4.1.1 Any local flexibility in the interpretation and application of national agreements.
- 4.1.2 Changes in terms and conditions of employment (as set out in the contract of employment or in accordance with the Charter and Statutes of the University).

- 4.1.3 Changes in general policy for annual review of staff
- 4.1.4 Changes in general policy relating to leave of absence and study leave.
- 4.1.5 Redundancy and redeployment
- 4.1.6 Changes in custom and practice affecting conditions of service
- 4.1.7 Traveling expenses, subsistence and mileage allowances.
- 4.1.8 Matters involving the legal liability of staff.

4.2 In the matters under 4.1 an issue may be referred by the Committee to a Negotiating Panel:

4.2.1 Negotiating Panels will be made up of equal numbers, normally three, from each side. At least one member of each side must be a member of the Committee. Each Panel may elect its own Chairperson or may, by agreement, proceed without. The Registrar & Secretary will be responsible for providing secretarial assistance for each Panel.

4.2.2 The terms of reference of a Negotiating Panel will be recorded in the Minutes of the Committee. The Committee will not normally intervene in the work of the Panel although it will receive a report on the progress of the Panel at each meeting.

4.2.3 the Negotiating Panel will make a report which may:

- (i) make agreed recommendations (agreed as under 3.6) to the principals, or
- (ii) refer the issue back to the principals, no progress having been made.

4.2.4 When an issue is referred back to the principals under (ii) above:

- i. the Committee may reconsider its advice with a view to a resumption of negotiations in the Panel;
- ii. either side, after consulting the other about its intention, or both sides by agreement, may seek the offices of the Advisory, Conciliation and Arbitration Service or a third party in conciliation;
- iii. the Committee may report back to the principals and, with their agreement, refer the issue to the Advisory, Conciliation and Arbitration Service or a mutually agreed third party in arbitration, it being recognised that the arbitration award will be binding on both parties. In such circumstances, the Committee will define agreed terms of reference for such arbitration.

4.3 Matters excluded from Negotiation and Consultation

4.3.1 Any matter which, at the time when the issue arises, has been accepted to be a matter for negotiation nationally, it being understood that the interpretation and application of any matter which has been negotiated nationally may be negotiated under the provisions of this Agreement.

4.3.2 Decisions of the University, taken in accordance with the provisions of

the University's Charter and Statutes, relating to:

- i. the teaching and study of subjects within the remit of the University
- ii the welfare and academic progress of students
- iii. the ordinances and regulations dealing with courses of study
- iv. the appointment of examiners

4.4 Matters for Consultation:

All other issues will be treated as matters for consultation **[footnote 2]**. Any matter may become a subject for negotiation provided both sides agree.

5 Legal Obligations

It is understood that nothing in this Agreement requires either the University or UMAUT to take action contrary to its legal obligations.

6 Termination and Amendment

The parties to this Agreement reserve the right to terminate it unilaterally by giving six months' notice in writing. Amendments may be made with the consent of both parties.

Footnotes

[footnote 1] The papers of the following bodies will automatically be made available to the Committee: Senate, Board of Governors, Finance Committee, Estates Committee.

[footnote 2] Examples of matters appropriate for consultation are: changes in University governance; University finance; University facilities.

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