

THE UNIVERSITY OF SUSSEX

PROCEDURE AGREEMENT

Between THE UNIVERSITY OF SUSSEX and UNISON with respect to staff in categories to be agreed by the two parties from time to time; initially in manual and ancillary, clerical, secretarial, library assistant and related categories employed by the University are so agreed.

1. It is the spirit and intention of this Agreement to foster the best possible relations between the University and UNISON and to this end to provide a satisfactory method of discussion, consultation and negotiation.
2.
 - (i) Matters specified in the formal Conditions of Service or Conditions of Employment of staff covered by this Agreement, other than matters on which the University has delegated authority to another body, matters on which the University has no discretion under the law or matters relating to individuals, may be negotiated between the two parties, normally in the University and UNISON Joint Negotiating Body.
 - (ii) The membership of the Joint Body shall consist of four persons on the employer's side, appointed by the University Council, and four University employees from the relevant categories of staff on the employees' side, appointed by the local branch of UNISON. The Body shall elect a Chairperson from amongst its members who shall hold office for one academic year. The employer's side and the employees' side shall each provide a Joint Secretary, who may be one of the members of the Joint Body. With the agreement of both parties, either side may invite an adviser or advisers to attend meetings of the Joint Body with a view to providing information and advice relevant to the discussions.
3. The University and UNISON shall agree a procedure for consultation on other matters relating to the relevant categories of staff, or for preliminary discussion of matters which are for negotiation in the Joint Negotiating Body.
4. Facilities shall be granted to accredited UNISON representatives to discharge their responsibilities under this Agreement. The University will use its best endeavours to make such facilities available, including in particular:
 - (i) Facilities for accredited UNISON representatives to leave their place of work during normal working hours in the course of their union duties within the terms of the Agreement, subject to obtaining prior permission from the head of the office (or nominee) in which the representative works. These facilities shall not exceed a loss of working time equivalent to one full time post.
 - (ii) Accommodation for UNISON meetings, where possible; such meetings will normally be held outside working hours;
 - (iii) Notice boards, for formal UNISON business;
 - (iv) Telephone facilities (which may be charged to the local UNISON branch). The use of an internal telephone, where practicable, with reasonable privacy and, if possible, at the place of work;

- (v) Permission for specified UNISON representatives to use e-mail for union business, provided that messages sent and received from outside the University conform to the guidelines for the use of the JANET.
 - (vi) Provision of office space including essential furniture;
 - (vii) Facilities for attendance at appropriate courses or conferences, as agreed from time to time between the Personnel Officer, on behalf of the University, and UNISON. Such facilities shall be in accordance with guidelines agreed from time to time.
 - (viii) Access to information in accordance with guidelines agreed from time to time.
5. The procedures for dealing with disputes shall be as follows, subject to the provisions of any relevant national legislation.
- (i) The procedure for an employee to pursue a personal grievance shall be through the grievance procedure as agreed from time to time.
 - (ii) If a dispute arises, there shall be no stoppage of work, strike, lock-out or any other industrial action by either party, and no alteration shall be made by the University to the Conditions of Service or Conditions of Employment at issue, until the dispute procedures specified in this paragraph have been exhausted.
 - (iii) An issue which affects only one particular group of staff in one unit of the University shall be raised in the first instance by the appropriate UNISON representative with the head of the unit concerned or with the Personnel Section.
 - (iv) An issue of general application shall be raised by an appropriate UNISON representative with the Personnel Section.
 - (v) If an issue arising under (iii) or (iv) is not resolved, it may be considered under the procedures for consultation or negotiation as appropriate to the issue.
 - (vi) An issue which relates to the interpretation of a national agreement may be referred to the national authorities acting for each party for advice on interpretation, if both parties agree.
 - (vii) If an issue is not resolved through consultation or negotiation, it may be referred to ACAS for conciliation if both parties agree.
6. UNISON accepts that inter-union disputes shall not be the subject of industrial action at the University.
7. The parties to this Agreement reserve the right to terminate it by giving three months' notice in writing. Amendments to the Agreement may be made with the consent of both parties.

7th July 1994