

AGREEMENT between THE UNIVERSITY OF BIRMINGHAM ("The University") and the BIRMINGHAM ASSOCIATION OF UNIVERSITY TEACHERS ("the Association")

Purpose of the Agreement

1. The purpose of this Agreement is to foster the best possible relations between the University and the Association by providing a framework for discussion, consultation and negotiation on, and resolution of, matters affecting those groups of staff of the University for which the Council has recognised the Association as the sole appropriate body to represent their collective interests.

Scope of the Agreement

2. The Council has recognised the Association in respect of the following groups of staff as defined by the titles of the conditions of employment governing the relevant group as follows:-
 - Academic Teaching Staff
 - Research and Analogous Staff
 - Senior Computing and Library Staff
 - Academic-related Administrative and Other Related Staff
 - Non-established teachers

This Agreement, therefore, applies to them, to any other staff eligible for USS, and to such other groups as may be specifically and mutually agreed.

3. The principal objective of this Agreement, and of the procedures within it, is to reach collective agreement on matters relating to terms and conditions of employment, including (but not exclusively) those set out in the statements of conditions of employment and in the appendices attached to them dealing with leave and secondment, maternity leave and maternity pay, sick leave and sick pay, safety, equal opportunities, patents and the exploitation of inventions, disciplinary and dismissal procedures, grievance and appeals procedures and outside activities and any other appendices as may be agreed, as well as procedures governing appointments, probation and promotion and the criteria which may apply, appraisal, redundancy and redeployment.
4. Collective matters relating to pay and/or superannuation are only covered if both parties agree that these are not subject to determination elsewhere.
5. The procedures under this Agreement do not cover individual grievances, disputes or disciplinary matters except where these give rise to issues of general principle, which are appropriate for consideration under its provisions.
6. The University agrees to provide facilities to the Association for its trade union activities, the details of which shall be the subject of a separate agreement. The Association shall send annually to the Director of Staffing Services a list of duly elected or appointed representatives and the offices they hold. The Director of Staffing Services shall ensure that the Association is provided with a copy of the University Calendar annually and shall keep the President of the Association informed of the responsibilities of the professional staff in Staffing Services and notify him or her of any significant changes when they occur.



Arrangements for Discussion, Consultation and Negotiation

7. The University and the Association agree to set up a Joint Negotiating and Consultative Committee (JNCC), for the purpose of reaching collective agreements as set out in paragraphs 3 and 4 above, and achieving the other purposes set out in paragraph 1 above. Matters set out in paragraphs 3 and 4 above are agreed to be appropriate for collective agreement in the JNCC.

The JNCC shall be chaired alternately by the Deputy Chairperson of the Staffing Committee and the President of the Association and there shall be up to four other members appointed by each of the parties to this Agreement to suit the business of the meeting. Two members appointed by each side shall constitute a quorum. With the consent of the joint chairpersons, which shall not be unreasonably withheld, either party may invite advisers, who are not members of the JNCC, to attend a particular meeting or meetings.

8. In order to ensure that the greatest possible benefit is derived from formal meetings, and otherwise to expedite routine business and maintain liaison between the University and the Association, appropriate officers of the Association shall meet informally with the Director of Staffing Services and/or other officers of the University, as appropriate to the items of business. Either side may forward matters from such informal meetings to the JNCC for substantive negotiation, consultation or discussion, as appropriate.
9. Five meetings of the JNCC shall be scheduled each year, two of which (one in each Semester) shall be held only if required by the business as agreed by the joint chairpersons. The joint chairpersons may agree to arrange further meetings as appropriate. Additional meetings shall be arranged at the request of either party and following consultation between the joint chairpersons to deal with any urgent business. Such meetings shall be held within ten days of the receipt of the request, unless otherwise mutually agreed. Scheduled meetings may be cancelled if it is agreed by the joint Chairpersons that there is insufficient business.
10. A member of staff of Staffing Services shall be responsible, in consultation with a designated officer of the Association, for preparing a written agenda for each meeting, for drafting minutes and for producing an action sheet (if appropriate), each of which shall be circulated only after the approval of the joint chairpersons.
11. Decisions of the JNCC shall be reached by agreement of the parties and not by a simple majority of those present at a meeting and voting. Decisions reached in the JNCC shall then be implemented, subject to any necessary ratification on the Association's part by its committee.
12. If a matter cannot be resolved within the above procedure, it shall be referred, with a statement, agreed if possible, of the points at issue, to the Staffing Committee acting on behalf of the Council. If after report to the Staffing Committee, the matter has still not been resolved to the satisfaction of both parties, either side may refer the matter to the Advisory Conciliation and Arbitration Service before the two parties formally record a failure to agree.
13. The University and the Association agree that any existing practice or agreement shall continue to operate pending a settlement, or the formal acceptance by both parties of a failure to agree, and no industrial action relating to matters subject to negotiation under this Agreement shall be taken by either of the parties to this Agreement until the stages set out in the Agreement have been exhausted.

However/.....

A handwritten signature in black ink, consisting of a large, stylized initial 'A' followed by a surname that appears to be 'MAY'.

However, subject to the requirements of relevant legislation, the parties accept that this restriction on industrial action shall not apply to any matter subject to determination elsewhere : in particular, a trade dispute relating to a matter which the parties agree is for the time being delegated by the University to the Universities and

Colleges Employers Association and by the Association to its national officers (see paragraph 4 above).

Procedures for Wider Consultation

- 14. Notwithstanding any of the provisions above, the University and the Association undertake to exchange information and to consult each other on appropriate matters of concern as early as possible and, if practicable, before decisions are taken.
- 15. The University and the Association agree that there shall be meetings for consultation between the Vice-Chancellor plus appropriate officers of the University and the President of the Association plus appropriate officers of the Association.
- 16. Meetings will be held as frequently as required by the matters under consultation, but there shall normally be at least two meetings a year. Meetings may be requested by either party. Minutes will not be taken but, where appropriate, such meetings may be followed by an exchange of letters.
- 17. Matters which are appropriate for this form of consultation include: academic matters that may be seen to impinge on terms and conditions of employment; University strategy, changes of policy and in academic government; funding and implications of government policy for the University

Amendment and Termination

- 18. Amendments to this Agreement may be made by the parties by an agreed resolution of the Joint Committee.
- 19. This Agreement shall become effective on the date shown below and shall continue in force until terminated by either the University or the Association giving the other party not less than six months' notice in writing.

Signed D.R. Holmes 16 December, 1997
(for the University)

Signed Robert M Roe 16 Dec. 1997
(for the Association)

