



PARTNERSHIP AGREEMENT
BETWEEN ROBERT GORDON UNIVERSITY
AND
ROBERT GORDON UNIVERSITY BRANCH OF
UNITE

(Incorporating relevant Consultation arrangements
and Procedural agreements)

Effective from date of signature

Introduction

With the Vision, Mission and Objectives of the University in mind, the spirit and intention of this agreement is to acknowledge that UNITE has a legitimate expectation that it would be well informed and have an opportunity to comment (through a consultation process) on those matters that impact upon UNITE members and are detailed in this agreement.

Definitions

In this agreement, unless the context requires otherwise, the following expressions have the meanings assigned to them:

“University” means Robert Gordon University, Aberdeen being the employer of staff some of which are members of UNITE

“UNITE” means the local branch of UNITE the Union at Robert Gordon University, acting through its elected office-bearers, accredited representatives/safety representatives and full-time officials in accordance with UNITE rules.

“Consultation” means the process of communication between the University and UNITE to enable the views and/or concerns of staff, who are UNITE members, to be expressed and incorporated into relevant decision-making processes.

The University will consult with UNITE on certain matters that are specified in this agreement.

Measures Agreed to Facilitate Consultation

UNITE must have a University Branch and elected/appointed representatives employed by the University. If a representative ceases to be an employee of the University, he/she may not act as a UNITE representative for the purposes of this agreement.

UNITE representatives shall be appointed or elected by the employees who are members of the union in accordance with the union rules for the appointment to/election of such posts.

The names of the elected representatives, the position to be held, the date of taking up duties and the expected duration shall be notified to the University, in writing, by an authorised official of the union.

Representatives should be skilled and well trained in relevant competencies. Subject to prior approval, paid time for relevant training in consultation processes and the skills involved will not be with-held.

The role of the representative is to represent the interests of UNITE members, in respect of those matters under consultation, by ensuring that an informed and considered response is made to the University, on any matter it consults on, in a timely fashion. Normally the process of consultation by the University shall be in writing with a clear timescale for response by UNITE. Exceptionally, where the context/content of a consultation is complex or especially far reaching in its potential impact, a meeting to explain the proposals/hear concerns 'face to face' may be necessary. In this event the University/UNITE shall request such a meeting in a timely fashion and the timescale for response to the consultation by the UNITE shall be adjusted accordingly, but the response shall then not be unreasonably delayed.

Where the subject matter requires specialist adviser input or full time officer support at any meeting, this shall be notified by UNITE in writing/by email not later than 72 hours before the meeting with reasons. It is expected that this will be the exception rather than the norm.

The local branch representative – normally the Branch Secretary or his/her nominee - will be allowed reasonable approved facility time in order to consult with the membership prior to responding to the University on any matter, subject to the prior agreement of the line manager, which will not be unreasonably withheld. It is expected that the representative will use the most time-efficient and effective means for this purpose including e-consultation processes where they are available and appropriate to the subject matter concerned.

Reasonable time away from work shall be allowed for all qualifying purposes that relate to the consultation and representation relationship between RGU and the RGU branch of UNITE, including:

- Preparing for, co-ordinating and undertaking consultations with UNITE branch members on matters initiated for consultation by RGU in accordance with this agreement;
- Representing branch members in respect of individual matters at RGU, specifically matters of grievance and discipline;
- Attending relevant training for the purposes of fulfilling consultation duties in the context of this agreement with RGU.

Such time may be used flexibly over the year and subject always to the prior approval of the line manager. A record of time will be maintained which may be reviewed for audit purposes from time to time.

Certain matters – pay arrangements, holidays and hours of work – are the preserve of the University's Joint Negotiation Group (JNG) – within which there are two bargaining units, one for professional and support staff and one for academic staff. The unions recognised

for this purpose are UNISON and EIS respectively. Agreements arrived at in this forum apply to all employees.

Separately however, the University has agreed to consult with UNITE on certain matters relating to the terms and conditions of employment of its member. These matters are:

- ◆ Certain terms and conditions of employment - sickness benefits, maternity, paternity and parental benefits, methods of payment, notice periods.
- ◆ Disciplinary, Grievance and Whistle-blowing Procedures
- ◆ Employee Performance Review (EPR)
- ◆ Training policy, plans and progress
- ◆ Pay structures and job evaluation.
- ◆ Equality and diversity policy
- ◆ Other significant employment policy matters e.g. use of fixed term contracts
- ◆ Significant organisational change which affects Unite members

and also in respect of the statutory consultation requirements on the University, these being e.g.

- ◆ Prospective redundancies
- ◆ TUPE transfers
- ◆ Matters of health and safety not properly the remit of the Health and Safety Committee (within which UNITE will be expected to play a full part alongside other campus trade unions and campus representatives).

This agreement does not detract from the general right of communication between the University and its employees and between UNITE and its members.

The University acknowledges – see above - that UNITE representatives may also represent employees in personal cases at the University, and reasonable facility time is afforded to enable reps to provide this representation.

Principle University points of contact for consultation purposes

Head of Human Resources – currently Ms Lydia Ross

Head of Occupational Health and Environmental Safety – currently Dr. Harris Cooper

Review of this agreement

The terms of this agreement are not legally enforceable.

A review of this agreement may be sought by either party on the occasion of a significant event which impacts in a substantive way, directly or indirectly, on the terms of this agreement. There is no obligation on either party to engage in such a review as this will depend on the circumstances. Either party may withdraw from the agreement on giving three months notice to the other side with the reasons for withdrawal.

Signed for RGU:  Date 15/12/11
David Briggs, Executive Director (Human Resources)

Signed for UNITE:

UNITE Branch Secretary  Date 15/12/11