

## APPENDIX B

### CONSTITUTION OF THE JOINT COMMITTEE

#### 1. INTRODUCTION

In the following agreement:

"UCU" means Bangor University and College Union

"COUNCIL" means the Council of Bangor University

"PRINCIPALS" means the BUCU Executive Committee and the Council

"SIDES" means the members of the JC nominated by the principals

"UNIVERSITY" means Bangor University

2. It is the objective of these procedures to promote the well-being of the University and its staff. Both principals, therefore, undertake not to engage in any industrial action in furtherance of a local dispute before the procedures hereinafter agreed have been exhausted. It is accepted that this undertaking cannot apply to disputes at national level, but agreed that consultation about such disputes could and should take place at the earliest opportunity, it being agreed also that such consultations will examine the most convenient method of implementing locally a policy determined at national level and will not discuss whether or not such a policy should be implemented.
3. The University and the BUCU agree to consult or negotiate as appropriate on questions concerning the terms and conditions of service of the BUCU membership.
4. The University recognises the BUCU as having sole negotiating rights for academic, managerial and professional staff on those matters which the University and the BUCU have agreed are appropriate for negotiation, so long as the Association has greater membership than any other trade union among the University's academic, managerial and professional staff.
5. The University will continue to seek the views of and hear representations from the BUCU on matters appropriate for consultation. On matters agreed to be appropriate for negotiation, no changes shall be made without agreement having been reached under the procedure set out below.
6. A Time Off and Facilities Agreement exists between the University and BUCU (<http://www.bangor.ac.uk/humanresources/policies/employment/facilities%20agreement.pdf>).

## MATTERS FOR NEGOTIATION AND CONSULTATION

7. The following topics are agreed to be appropriate for negotiation between the University and the BUCU.
  - (a) Any local flexibility in the interpretation and application of national salary agreements and superannuation arrangements.
  - (b) Changes in terms and conditions of appointments as set out in the contract of employment and as customarily applied, which are not the subject of discussion, negotiation, agreement at any one time at national level.
  - (c) Arrangements for paid leave, study leave, leave of absence, annual leave and other holidays, sick leave, maternity leave, compassionate leave.
  - (d) Conditions and procedures under which appointments are made and terminated.
  - (e) Conditions and procedures regarding the confirmation of probation, the award of additional increments and promotion.
  - (f) Procedures regarding discipline and the hearing of grievances.
  - (g) Redundancy, retraining and redeployment of staff.
  - (h) External paid work.
  - (i) Expenses and fees.
  - (j) Patents and inventions.
  - (k) The terms of this agreement itself.
8. All matters concerned with the terms and conditions of appointment of academic, managerial and professional staff not included in clause 6 as amended from time to time under clause 6 (k) are in principle appropriate for consultation. Items may be brought forward by either side for negotiation or consultation as appropriate.
9. Individual cases shall be dealt with through the procedures established or to be established regarding appeals and grievances. They shall only be considered by the Joint Committee when there are matters of general principle raised by them which need to be negotiated or discussed.

## PROCEDURES

10. Negotiation and consultation shall be conducted in a joint committee composed of representatives designated by the principals. It shall be known as the Joint Committee.

11. The Joint Committee shall consist of four representatives of the Council and four representatives of the BUCU. In addition the principals will be free to invite advisers to meetings. The Chair of the Joint Committee shall be vested at alternate meetings in a Council representative or in a BUCU representative. Two members from each side shall constitute a quorum. The Secretary and Registrar, or a person appointed by him, shall be Secretary of the Council side of the Joint Committee and a person appointed by the BUCU shall be Secretary of the BUCU side. They shall be known as Joint Secretaries and shall consult on Agenda and Minutes of meetings.
12. Provision will be made in the University Calendar for the Joint Committee to meet once each term; with the agreement of both sides a scheduled meeting may be cancelled. Additional meetings may be held at the request of either party within twenty-one days of such a request and emergency meetings may be held at the request of either side at reasonable notice. Meetings may be adjourned by agreement for not longer than fourteen days. During the meeting either side may withdraw to consult separately.
13. When either principal wishes to effect a change in matters listed in clause 6, the Secretary and Registrar or the Secretary of the BUCU, as is appropriate, shall inform the other side of such desire as soon as it is manifested. Either side may at that stage offer comments on the proposals in so far as they are known. Once the desired change has been defined according to the proper processes of the University or the BUCU, the matter will then be brought to the Joint Committee for agreement. Such agreements shall be subject to ratification by the University Council and by the BUCU.
14. The Minutes of all meetings, whether scheduled or ad hoc, shall be agreed by both sides before circulation. Notes recording disagreement shall be included.
15. The Joint Committee shall report directly to Council and the BUCU Executive Committee. The Vice-Chancellor of the University shall report on the work of the Joint Committee to the Council and disclose such of the Minutes as is deemed desirable. The President of the BUCU shall likewise report to the Executive Committee of the BUCU.
16. The arrangements set out above shall not preclude informal consultation between representatives of the BUCU and Council.
17. The procedures established, to be established and as amended from time to time relating to appointments, discipline, dismissal, redundancy, redeployment, confirmation of probation, the award of additional increments, promotion, grievances and the personal cases that arise there from, and terms and conditions in general, are supplementary to and an integral part of the Procedure Agreement. It is understood that any existing right of members of the University to appeal to the full University Council is not and will not be thereby infringed, whether such right arises from the University Charter or any procedure agreed between the University and the BUCU.

## DECLARATION OF DISAGREEMENT AND DISPUTES AND THEIR RESOLUTION

18. A disagreement will be declared when neither side can agree in the Joint Committee. The issue will then be referred back to the principals and later resubmitted to the Joint Committee. If, in the light of further observations, disagreement persists, a dispute will be declared to have arisen and at the request of either side recourse may be had to internal arbitration.
19. A disagreement will also be declared if an agreed recommendation from the Joint Committee is not ratified by either the University Council or the BUCU. The matter will be reconsidered by the Joint Committee in the light of any observations and the issue, if agreed again by the two sides of the Joint Committee, will be resubmitted to the Council and the BUCU for ratification. Should either refuse to ratify an agreed recommendation regarding a particular issue a second time, a dispute will be declared to have arisen. At the request of either principal recourse may be had to internal arbitration.
20. The Internal Arbitration Board (IAB) will consist of a chairman appointed from among the lay members of Council, two members of the University who are not members of the University Council and two members of the BUCU who are not members of the BUCU Executive Committee. The Chair will be appointed and approved by the Vice-Chancellor of the University and the President of the BUCU jointly, the two University members by the principal of the University alone and the BUCU members by the President of the BUCU alone. The decision of the IAB will be final and binding on both parties.

## NOTICE OF TERMINATION

21. This agreement may be terminated at six months' notice at the request of either the BUCU or Council.