

THE UNIVERSITY OF SUSSEX

PROCEDURE AGREEMENT

Between the UNIVERSITY OF SUSSEX and the Manufacturing, Science, Finance Union (MSF) with respect to

- (a) all technical staff falling within the purview of the Restructured Scheme;
- (b) Research Assistants, Graduate Assistants and Tutorial Assistants;
- (c) Computer Operating Staff; and
- (d) Non-Faculty Computer Programming staff

employed by the University.

This Procedure Agreement takes the place of the Agreement dated October 1972.

I PREAMBLE OF GENERAL PRINCIPLES

1. It is the spirit and intention of this Agreement to foster the best possible relations between the University and MSF and to this end to provide a mutually understood method of discussion and negotiation.
2. All local conditions of employment shall be covered by this machinery with the exception (other than for their interpretation and application) of matters which are negotiated centrally through the Central Council for non-Teaching Staff in Universities and its Joint Committee for Technical Staffs.
3. Both the University and the Union accept that the provisions of this Agreement carry the obligation to arrange discussion under the machinery provided as quickly as possible with the aim of settling the issue as near as possible to the point of origin.
4. Reasonable facilities shall be granted for accredited representatives of MSF to discharge their responsibilities, including in particular:

- (i) Facilities for an accredited Union representative to leave his place of work during normal working hours in the course of his duties within the terms of the Agreement.

(It is agreed that the Union representative will not leave without giving notification and having ensured that his absence will not give rise to a safety hazard, or to a risk of serious damage to University equipment, research or teaching.)

The names and Laboratories or Units of the representatives to whom these facilities are to be granted (not normally exceeding ten) shall be notified in writing to the Finance Officer of the University. Changes in representatives shall be similarly notified.

The University accepts that the work of an accredited representative of MSF is an essential part of his job within the University.

- (ii) Accommodation for branch and committee meetings, where possible; such meetings will normally be held outside working hours.
- (iii) Notice boards, which shall be provided for union business.
- (iv) Facilities for attendance at appropriate educational courses, as agreed from time to time between the Finance Officer, on behalf of the University, and the Union.
- (v) Telephone and clerical facilities (which may be charged to the MSF local branch).

5. 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 in the Conditions of Service at issue, until all the Disputes Procedures specified in this Agreement have been exhausted.
6. MSF accepts that inter-union disputes shall not be the subject of industrial action at the University level but shall be determined in accordance with inter-union procedure and decisions of the TUC.
7. The right of an employee, whether a member of MSF or not, to pursue a grievance under the established Grievance Procedure will be in no way limited by these arrangements.
8. 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 in the MSFJNC.
9. In this Agreement, all clauses which are phrased in terms of the masculine gender are intended to have identical application as if they were phrased in terms of the feminine gender.

II. THE UNIVERSITY AND MSF JOINT NEGOTIATING COMMITTEE

1. There shall be a committee specifically for negotiation between the University of Sussex (the employer) and the University of Sussex Branch of the MSF (representing that group of employees, or part of a group for which the MSF is recognised as being the appropriate Trade Union). It shall be called the University and MSF Joint Negotiating Committee, hereinafter designated the "MSFJNC".

MEMBERSHIP:

2.
 - (i) The Employer shall be represented by three persons appointed by the University Council and authorised to act on behalf of the Council.
 - (ii) The Employees shall be represented by three elected members of MSF, authorised to act on behalf of MSF.
 - (iii) The Chairmanship of the MSFJNC shall alternate at each meeting.
 - (iv) Membership of the MSFJNC shall be variable to meet the needs of each issue as it arises.
 - (v) Each side shall provide an official Joint Secretary (who shall not join in the discussion) who shall maintain the closest contact with the other in order to provide channels through which preliminary information may pass to the members of either side. The Joint Secretaries shall be jointly responsible for preparing and distributing agenda, minutes and reports of the MSFJNC.
 - (vi) A quorum shall be two negotiating members of each side, and both Joint Secretaries.

Topics appropriate for Negotiation:

3.
 - (i) All matters relating to those groups of staff which MSF represents, excepting matters agreed to be negotiated nationally.
 - (ii) Individual cases will not normally be discussed, except where questions of general principle are involved.
 - (iii) Any topic may be raised by either side and shall be considered by the MSFJNC, which shall recommend whether it should be the subject of negotiation, or dealt with otherwise. If it is to be the subject of negotiation the MSFJNC shall recommend a specific form.

See Appendix for guide to "Topics Appropriate for Negotiation".

Procedures for Negotiation:

4. (i) All references to the MSFJNC shall be accompanied by memoranda.
- (ii) Meetings shall be arranged as the need arises, at the request of either side through the Joint Secretaries.
- (iii) At meetings, the sides will meet together, then as necessary adjourn for separate meetings, then rejoin. An adjournment may be sought by either side to consult its principals if agreement cannot be reached after lengthy negotiation.
- (iv) In cases where discussion is a prerequisite for negotiation (and where discussion will take place in the MSFJNC), each side may invite advisors with special experience to give information at an appropriate time.

Agreements:

5. Agreements in the MSFJNC shall be reached by majority agreement of each side. When agreement is reached, the date from which it takes effect must also be agreed.

Statements and Reports of the MSFJNC

6. Both sides of the MSFJNC shall make reports to their principals through the Joint Secretaries, which may be:
 - (i) An agreement of the MSFJNC
 - (ii) Differing recommendations; or
 - (iii) A recommendation to refer the matter to arbitration under Section III D of this Agreement.

Statements on behalf of the MSFJNC shall be jointly agreed, and issued only through the Joint Secretaries.

III PROCEDURES FOR DEALING WITH DISPUTES

A. Individual Issues

1. Under the University's 'Grievance Procedure', an employee who has a personal grievance relating to the terms and conditions of his employment is normally required to discuss the matter first with the appropriate University officer, as specified in column B of the 'Grievance Procedure Table' and his letter of appointment.
2. If the employee is dissatisfied with the result of this discussion, he may raise the matter with the officer specified in Column C of the Table, or any other officer to whom that officer may have delegated his responsibilities. At this meeting, the employee may be accompanied, if desired, by a friend, who may be an accredited Union representative.
3. If the issue is still not resolved to the employee's satisfaction, he may give written notice of the fact to the Finance Officer with full details of his grievance. The Finance Officer shall then refer the grievance to the Vice-Chancellor, or such other University Officer, as may be designated for that purpose by the Vice-Chancellor who will discuss it with the appropriate officer or officers of the Union and of the University. If the issue is still not resolved, it may be dealt with under the provisions of Section D below.

B. Group Issues

1. If an issue arises which only affects one particular group of staff in a Laboratory or other part of the University, it shall be raised in the first instance by the appropriate Union representative with the Director of the Laboratory or the Head of the Section or Unit concerned and, if appropriate, another representative of the University.
2. If the issue is not resolved at this meeting, notification in writing shall be given to the Joint Secretaries of the MSFJNC in order that the matter may be referred to the MSFJNC. Alternatively, if both parties so wish, the issue may be referred for resolution between the appropriate full-time officer of the Union, a local representative of the Union and representatives of the University.
3. If the issue is still not resolved, it may be dealt with under the provisions of Section D below.

C. Collective Issues

If an issue is of general application affecting the whole of one of the groups of staff covered by this Agreement, it shall be raised in writing in the first instance with the Joint Secretaries of the MSFJNC who shall refer it to the MSFJNC unless they both agree that it can be dealt with by discussion between the appropriate officers of the Union and of the University.

D. Procedure for Disputes over Individual, Group or Collective Issues, not Resolved at Local Level

1. If the issue is still not resolved after the procedures outlined above have been exhausted, and if the matter relates to questions of the interpretation of agreements reached at national level, it shall be dealt with under paragraphs 3 - 5 below.
2. If, however, the matter at issue falls outside the scope of such national agreements, the MSFJNC shall meet within 14 days to consider the possible use of the available local conciliation machinery (e.g. the services of the Department of Employment). If this machinery is not used the matter may be dealt with under paragraphs 3 - 5 below.
3. An issue which is not resolved locally may be raised with the Joint Secretaries of the Joint Committee for Technical Staffs of the Central Council who may, at their discretion, nominate a small joint sub-committee to look into the complaint or refer it to the next meeting of that Joint Committee for resolution.
4. In the event of failure to reach agreement under paragraph 3, the issue may be referred to a meeting of the Central Council through the Joint Secretaries.
5. If the Central Council is unable to resolve the issue under paragraphs 3 or 4, and/or both parties agree, the matter may be referred to independent conciliation or arbitration at national level through the offices of the Department of Employment, or as otherwise mutually agreed.

APPENDIX: Topics appropriate for negotiation

The topics may include:

1. Local application of National Agreements.
2. Machinery for dealing with Annual Salary Review, merit payments etc.
3. Salary scales and conditions of service of those who are represented by MSF but are outside the Restructured Grading Scheme.
4. Superannuation arrangements in so far as the University has discretion.
5. Holiday entitlement and other leave arrangements (sick leave, maternity leave etc).

6. Appointment procedures, termination of employment and redundancy, probationary service criteria etc.
7. Disciplinary and grievance procedures.
8. Arrangements for Post-Entry Training, and study leave. (Open University etc.) Junior staff training schemes.
9. Voluntary health screening, safety arrangements, food and recreational facilities, car parking etc.
10. Changes in conditions of employment.

Signed for the University

Signed for the MSF

July 1975