RECOGNITION AGREEMENT

For areas not covered by national bargaining arrangements

This is a Collective Agreement between Royal Holloway University of London and the GMB and Unite Trade Unions
Trade Union Recognition Agreement
(including Collective Disputes Procedure)

This agreement is made between Royal Holloway University of London (hereinafter known as the College) and the GMB and Unite Trade Unions (hereinafter known as the Unions).

1. Introduction

1.1 The College and the Unions recognise the need to maintain a positive approach to relations between Management and the Unions. This document will define recognition of and representation by the Unions and govern relations between the parties. The College recognises that it is of mutual benefit to the College and its staff that employees are members of a recognised trade union and that the Unions should place an active role in representing staff both collectively and individually.

1.2 Both parties understand that they have a primary shared commitment to the success of the College whilst recognising that there may be legitimate interests of both parties which need to be reconciled.

2. Recognition

2.1 For the purposes of collective bargaining, consultation and information, this agreement covers all staff employed by the College at Egham Hill, Egham, TW20 0EX or any other premises occupied by the College and at any other locations where employees may attend in the course of their work.

2.2 Excluded from this Agreement for collective bargaining purposes are the Principal and College Secretary and other senior management positions directly appointed by Council.

2.3 The College believes that fully representative trade unions lead to good industrial relations and will therefore support its employees if they wish to belong to a recognised union, although membership is not a condition of employment and will deduct union contributions direct from salaries on receipt of the relevant deduction form from the employee.

2.4 The College Management recognises the Unions’ responsibility to carry out collective bargaining and to represent the interests of its members who are covered by this Agreement.

2.5 The College agrees that it will negotiate only with the Unions and the University and College Union (UCU) concerning the matters covered by this Agreement and any separate Agreement with UCU.

3. General Principles and Scope of Agreement

3.1 The College acknowledges that the Unions’ function within the context of local, regional and national rules and policies.

3.2 Both sides agree that their pursuit of this common interest under the Agreement shall be by:

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Negotiation – the process of discussion between the College and the Unions with the purpose of reaching agreement and avoiding disputes. It involves Management and Unions seeking to reconcile differences. The scope of such negotiations shall cover areas defined in section 178 of the Trades Union and Labour Relations (Consolidation) Act 1992 (as amended) excluding any areas subject to national bargaining.

Consultation – the process of a genuine exchange of views and information on issues of mutual concern, which involves seeking acceptable solutions to problems through such exchange and is based on the general principle that the mere passage of information is not consultation. It is a means of putting forward and jointly considering alternative options and involves an opportunity to influence decisions and their application. It involves seeking solutions, with a view to reaching agreement. However, both the College and the Unions recognise that it may not be possible to always reach agreement on all matters. It does not remove the right of managers to manage. In particular, consultation should cover:

- The situation, structure and probable development of employment within the College, and on any anticipatory measures that are envisaged, in particular, where there is any threat to employment within the College. This would include organisational change, restructures and pay.

- Decisions likely to lead to substantial changes in work organisation or in contractual relations, including those relating to collective redundancies and business transfers. This would cover working time and practices, training and development, equality and diversity, health and safety and the environment, pension and welfare issues, merger and acquisition, employment plans and transfer of undertakings.

- Policy development relating to all issues which are not contractual terms.

Information - keeping each side fully informed of all relevant matters.

3.3 The College Management and the Unions agree that this procedure in no way detracts from or lessens the requirement for direct and constructive relationships between individual members of staff and the College Management's or the Unions' right to communicate with their employees or members, respectively. This does not obviate the requirement under this Agreement to negotiate and consult through the recognised machinery on matters covered by this Agreement.

3.4 The Unions recognise management's responsibility to plan, organise and manage in order to achieve the College’s strategic objectives.

3.5 The College recognises the Unions' responsibility to represent the interests of their members, working for improved conditions of employment and work, according to Unions’ policies.

3.6 The College Management and the Unions undertake not to reveal any confidential information provided to them when expressly provided in confidence with a rationale for the confidentiality. If there is a concern as to the appropriateness of the request

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for confidentiality then both parties undertake to meet and discuss the matter fully before the disclosure of the information.

3.7 The College and the Unions agree that matters of mutual interest shall be considered jointly, both by consultation and by negotiation, as provided for in this Agreement.

3.8 Both parties agree that at each stage of the procedure as set out in this Agreement, every attempt will be made to resolve issues raised and that until such procedure has been exhausted there shall be no stoppage of work or lock-out. Neither shall the College impose a contractual change or shall the Unions support collective or multiple legal claims.

4. Representation

4.1 The College recognises that arrangements for the election of representatives will be carried out in accordance with the rules of the Unions and the appropriate legislation.

4.2 All locally elected trade union officers and representatives shall be employees of the College and the Unions will inform the College in writing following their election.

4.3 The union branch concerned shall provide the Director of Human Resources with the names of officers and their roles (e.g. whether elected to a Regional or National Trade Union Body). Any subsequent changes will also be notified. On receipt of such details the College will notify the representative's or officer's department of the relevant appointments.

4.4 The Human Resources Director shall ensure the Unions have access to up to date copies of the College's policies and procedures. It shall be the responsibility of the Unions to ensure that newly appointed officers are made aware of these policies and that all officers are kept up to date with relevant policies and procedures.

4.5 The Unions will be invited to College Induction Days to meet new employees and will be entitled to engage in recruitment activity at the College.

4.6 The Human Resources Department shall provide to the Unions a monthly list of new starters and leavers and an annual list of all current staff including names, departments and grade categories.

4.7 The recognition and facilities afforded by this Agreement to any representative or officer shall be withdrawn in the event that:

(i) The Union notifies the College in writing that the person has ceased to be an officer or representative of the Union

or

(ii) the representative is no longer employed by the College.

5. Time off for Training and Facilities

5.1 The College will provide facilities and time off for training for representatives in accordance with the Facilities Agreement detailed in Appendix A.

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6. Negotiation and Consultation Procedures

6.1 Intention

All parties agree that it is in their mutual interest to observe a negotiation and consultation procedure by which all issues arising between them can be considered and resolved.

6.2 All parties are committed to:

- Maintaining and improving industrial relations and dealing with and resolving all issues at the earliest stage possible and as speedily as possible

- The principle that day to day and operational issues will be resolved, wherever possible, at local, departmental level with issues normally discussed between an appropriate union representative and the appropriate manager and/or member of the Human Resources Department in the event the issue cannot be resolved informally.

7. The Joint Negotiation and Consultation Committee (JNCC)

7.1 The purpose of the Joint Negotiation and Consultation Committee (JNCC) is to provide a regular and effective means of joint discussion, consultation and negotiation on matters affecting staff of the College.

7.2 Except for the establishment of principles or the deliberate setting of precedent, individual casework will not be discussed.

7.3 On occasions sub-committees of the JNCC may be required to consult upon particular issues (e.g. policy sub-committee; or where issues are of a specific nature, affecting a particular group or groups of staff). The membership, terms of reference, meeting schedule and arrangements of such sub-committees will be decided by both sides respectively and the membership will report back to the JNCC, where necessary.

7.4 Consultation in relation to restructures at College, Faculty, Departmental, etc. level will occur as and when required. Collective consultation will occur in accordance with the Redundancy Policy by the relevant Manager, with the employees affected and their representatives.

7.5 The management membership of the JNCC shall consist of not less than two and not more than five representatives, will include the Principal, and normally the Vice Principal (Staffing), the Registrar and Director of Operations and the Director of Human Resources, with others as determined by the Principal according to the issues being discussed.

7.6 The Union membership of the JNCC shall consist of two representatives of each Union.

7.7 If on occasion any Management/Union representative(s) is/are unable to attend a JNCC meeting, other Management/Union representative(s) may attend on their behalf. This is on the understanding they will be briefed on issues to be discussed and can fully participate in discussions.

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7.8 Membership of the JNCC shall be restricted to employees of the College. Additionally, Management appointed specialists and full time Union officials may attend JNCC meetings. Others may attend with the agreement of the JNCC.

7.9 Meetings of the JNCC shall be quorate provided that at least two members from the Management and one member from each Union are present.

7.10 The College shall provide accommodation for the JNCC and the administrative costs will be borne by the College.

7.11 The JNCC will meet at least three times a year, usually once a term.

7.12 Extra JNCC meetings may be convened at the request of either side, should the need arise, for instance, the need to discuss issues that could lead to collective dispute.

7.13 The Chair of the JNCC meetings will alternate between Management and Union sides and the Secretary will be provided by the Human Resources Department.

7.14 The Unions and Management sides of the JNCC will agree agenda items before each meeting. An agenda will be circulated at least three days prior to each meeting.

7.15 Any urgent items will be considered under any other business.

7.16 Items of business not on the agenda will be taken only by agreement of the JNCC.

7.17 The minutes of the JNCC meetings shall be a summary of the main points raised, decisions reached, indicate who is responsible for taking action on particular topics and will be used by the Chair to monitor progress on action points.

7.18 The Secretary to the JNCC will ensure that draft minutes are distributed to all JNCC members within four weeks of each meeting for comment/amendment, prior to formal confirmation and agreement at the following meeting.

7.19 Any issues of confidentiality will be discussed at the JNCC and agreement obtained before wider communication and distribution.

8. Agreements

8.1 Agreements reached at JNCC shall be drafted to the satisfaction of each side as soon as possible and shall be implemented as follows:

(i) Agreements requiring approval of Council shall be submitted to it. The agreements would carry the Principal’s commendation

(ii) Agreements relating to the College as a whole and falling within the discretion of the Principal shall be published appropriately and implemented as soon as practicable

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9. **Failure to Agree**

9.1 Where agreement is not reached and either side believes it will not be possible to reach an agreement through the usual negotiation structure, the minutes of the JNCC shall record a ‘Failure to Agree’ and it shall be open to either side to refer the matter to the Collective Disputes Procedure below.

10. **Collective Disputes Procedure**

10.1 A dispute is a failure to agree arising from either party concluding that the prospect of reaching agreement through usual negotiation structures has been exhausted and giving written notice thereof to the other party.

10.2 The Chair of the relevant Union shall give written notification to the Principal of the declaration of any collective dispute.

10.3 **Status Quo**
Where a dispute has arisen out of an intention to change terms and conditions or an agreed practice, the terms and conditions or agreed practice(s) that are sought to be changed shall prevail until the collective dispute procedure is exhausted.

10.4 **Trade Union Action**
Industrial action in pursuance of the resolution of a dispute shall not be initiated by the Unions nor will the Unions provide support for collective or multiple legal claims until the disputes procedure is exhausted.

10.5 **Disputes Committee**
Chairied by the Chair of Council, or his/her nominee, the Disputes Committee shall normally be convened within two weeks and will consist of up to five other members of the College including the Principal and Director of Human Resources, and up to five representatives from the relevant Unions. Except for the Principal and the Director of Human Resources, College members of the Disputes Committee shall not be members of the JNCC. Union representatives may include full time union officials who are not employees of the College.

10.6 The Chair may allow or require attendance of people who are not members of the Disputes Committee for the purposes of giving factual evidence or professional opinion, including College and Union members of the JNCC.

10.7 It is intended that all industrial relations difficulties arising within the College should be dealt with internally and by the use of this Collective Disputes Procedure. If, however, in exceptional circumstances a dispute has exhausted the agreed procedure above and if both the College and the Unions agree, assistance may be sought from external sources, including ACAS.

11. **Interpretation and Variation**

11.1 Any disputes as to the interpretation of this agreement shall be referred to the whole JNCC in the first instance.

11.2 In the event of a failure to agree, the matter may be referred to ACAS or some other independent body. In such circumstances a joint reference will be made.
11.3 There shall be no variation to this Agreement except by joint agreement via the JNCC.

11.4 This Agreement will be reviewed once every three years and shall continue unless terminated by either party by giving six months formal written notice. During the notice period the status quo will be maintained.

12. Date of Commencement

12.1 This Agreement is effective from 5 December 2013

12.2 The parties to this agreement are committed to take all reasonable measures to honour and meet the terms of the Agreement although it is not legally binding on any of the parties.

13. Signatories

Signed for and on behalf of the College:

Name: [Name] Office: HR Director
Signature: [Signature] Date: 5 December 2013

Signed for and on behalf of the Unions:

Name: J A BRANNAN Union: GMB
Signature: [Signature] Date: 5/12/13

Name: [Name] Union: Unite
Signature: [Signature] Date: 5/12/13

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APPENDIX A

UNION REPRESENTATIVE TIME OFF AND FACILITIES AGREEMENT

1. Reasonable facilities shall be granted for accredited GMB and Unite local representatives to discharge their responsibilities under this Agreement and in line with the Trade Union and Labour Relations (Consolidation) Act (1992) Section 168.

2. The College recognises the important and necessary role performed by union representatives and will allow time off for representatives for the following duties:
   a) Negotiation of local terms and conditions of employment
   b) Preparation for consultations and negotiations with the College
   c) Informing members about consultation and negotiations with the College
   d) Negotiation of policies which form part of the individual contract of employment
   e) Meetings with other representatives of their trade union, either local representatives or full time officers
   f) Representing members within agreed disciplinary and other relevant policies (e.g. grievance, capability, probation, absence, etc.)
   g) Consultation on significant changes to procedures and policies that effect staff
   h) Recruitment of new members to the union

3. In line with section 4 of the ACAS Code of Practice on Time Off for Trade Union Duties and Activities, union representatives shall ask permission of their line manager with as much notice as possible, to conduct their trade union duties, prior to their occurrence, which should not be reasonably refused.

4. Where time off has been granted for a representative for recognised trade union duties this shall be with pay, he/she shall receive the normal contractual pay that they would have received had they been at work. However, if a representative attends a meeting for which prior approval has not been given by their manager, no payment or time in lieu will be given.

5. Time off for union training will be additional to normal facility time, subject to agreement with the College to ensure that time off for training is reasonable and planned to minimise the impact on the operation of the College's business. Union training would include
   a) Initial basic training relevant to the duties of the representatives
   b) Further training relevant to the duties of the representatives where the representative has special responsibility of where there are changes in subject or topics of negotiation or legislative change which affect employee relations issues
   c) Attendance at relevant regional or national conference where the College has agreed to a request from the trade union for a representative to attend.

6. Newly elected GMB representatives will attend an induction course conducted by the GMB, covering such matters as collective agreements, other conditions of employment, negotiating procedures, GMB policy and management organisation. Induction training is for a maximum of 13 days with no more than 8 days in a 12 month period.

7. The trade unions shall be responsible for the fees and expenses involved in attending training events

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8. Members of recognised trade unions (as opposed to accredited representatives) may request reasonable time off to take part in collective activities including attending workplace meetings to discuss negotiations with the College, meeting full time officers to discuss issues relevant to the workplace, accessing services and voting in elections. Reasonable notice should be given before the time off is agreed. Permission should not be unreasonable refused.

9. In the event of a dispute about time off for trade union duties and activities, the final decision rests with the Director of Human Resources or delegated representative.

10. To facilitate the taking of allocated time off the College will operate a system to backfill accredited representatives as follows:

   GMB – up to 0.5 FTE
   Unite – up to 0.5 FTE

   In the event of exceptional organisational circumstances discussions will take place between the Union(s) and College management with a view to agreeing a temporary increase in facility time.

11. The budget for backfill will be held by the Human Resources Department and will be used by departments to pay for cover for accredited representatives released for trade union duties. At the beginning of the year (1 August) the unions should confirm which representatives' departments should receive funding allocation.