RECOGNITION AGREEMENT

For areas not covered by national bargaining arrangements

This is a Collective Agreement between Royal Holloway University of London (RHUL) and the University and College Union (UCU)
Trade Union Recognition Agreement
(including Collective Disputes Procedure)

This agreement is made between Royal Holloway University of London and the University and College Union.

1. Introduction

1.1 The College and UCU recognise the need to maintain a positive approach to relations between Management and the Union. 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 Union should play 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 posts appointed directly by Council.

2.3 The College believes that fully represented 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. The College will deduct union contributions direct from salaries on receipt of the relevant deduction form from the employee.

2.4 The College Management will negotiate and consult with UCU and the two other unions (Unite and GMB) concerning matters covered by this Agreement and any separate Agreements with Unite and GMB. Issues relating specifically to academic teaching and research staff will be negotiated with UCU only.

3. General Principles and Scope of Agreement

3.1 The College acknowledges the union’s 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 Recognition Agreement shall be by:

(i) Negotiation – the process of discussion between management and the union with the purpose of reaching agreement and avoiding disputes. It involves

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Management and the Union 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.

(ii) **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. Consultation 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 which are mutually acceptable, without the necessity to reach agreement on all matters as part of the decision making process. Consultation shall commence at the earliest opportunity and in particular 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 issues which are not contractual terms.

(iii) **Information** – keeping each side fully informed of all relevant matters.

3.3 The College Management and the Union 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, or the College Management’s and Union’s 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 Union recognises that Management is responsible for planning, organising and managing in order to achieve the College’s strategic objectives.

3.5 The College recognises the Union’s responsibility to represent the interests of its members, working for improved conditions of employment and work, according to the Union’s policies.

3.6 The College recognises that effective bargaining is based upon mutually understood relevant information and acknowledges the ACAS Code of Practice relating to the disclosure of information for collective bargaining purposes.

3.7 Management and the Union 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 for

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

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

4. Representation

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

4.2 All locally elected trade union officers and representatives shall be employees of the
College and the union will inform the Director of Human Resources following their
election.

4.3 The RHUL UCU branch secretary shall provide the Director of Human Resources
with the names of UCU branch officers and representatives, and their roles (including
whether elected to a Regional or National TU body). Any subsequent changes will
also be notified within 10 working days. On receipt of such details the Director of
Human Resources will confirm the representatives’ and officers’ appointments to their
College Department(s).

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

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

4.6 Action taken by officers or representatives in pursuance of their duties under this
Agreement or their legal obligations or their union duties shall not in any way affect
their employment with the College.

4.7 There will be no disciplinary action against any notified to HR union representative
until the matter has been discussed with the UCU Regional Official. Where
disciplinary action is being considered against an employee who is a trade union
representative the normal disciplinary procedure should be followed.

4.8 The Union will be invited to College Induction Days to meet new employees.

4.9 Union officers and representatives shall conform to the conditions of employment of
the College and shall be afforded reasonable facilities, including paid time, to carry
out their trade union duties and to participate in trade union training in accordance
with the Facilities Agreement in Appendix 2.

4.10 The recognition and facilities afforded by this Agreement to any officer or
representative 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

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ii) The officer or representative is no longer employed by the College.

5. Negotiation and Consultation Procedures

5.1 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.

5.2 All parties are committed to:

- Maintaining and improving industrial relations and seeking to resolve 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, in the first instance, issues normally discussed between an appropriate union representative and the appropriate manager and/or member of the Human Resources Department.

6. The Joint Negotiation and Consultation Committee (JNCC)

6.1 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.

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

6.3 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.

6.4 Management membership of the JNCC shall consist of no fewer than two and no 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 nature of the issues being discussed.

6.5 Union membership of the JNCC shall consist of no fewer than three and not more than five representatives of the Union.

6.6 If on occasion any Management/Union representative(s) is/are unable to attend a JNCC meeting then 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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6.7 Membership of the JNCC shall be restricted to employees of the College. Additionally, Management appointed specialists and full-time UCU officials may attend JNCC meetings. Others may attend with the agreement of the JNCC.

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

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

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

6.11 Extra JNCC meetings may be convened at the request of either side, should the need arise.

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

6.13 The Union and Management sides of the JNCC will agree agenda items before each meeting. In the interests of the efficient working of the JNC, an agenda will normally be circulated with the unconfirmed minutes of the previous meeting to all members of the Committee at least 5 working days in advance of a meeting.

Any urgent items will be considered under Any Other Business.

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

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

6.16 The Secretary to the JNCC will circulate draft minutes to all JNCC members within 10 working days of each meeting for comment/amendment and will circulate amended minutes at least five working days before the next meeting, for formal confirmation and agreement at that meeting.

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

7. Agreements

7.1 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.

iii) Matters from individual cases and falling within the discretion of the Principal shall be dealt with as appropriate to the specific details of the case.

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8. **Failure to Agree**

8.1 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 in Appendix 1.

9. **Interpretation and Variation**

9.1 Any dispute as to the interpretation of this Agreement shall be referred to the whole JNCC in the first instance.

9.2 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.

9.3 There shall be no variation to this Agreement except by joint agreement via the JNCC.

9.4 This Agreement will be reviewed one year after initial agreement and thereafter every three years. This Agreement shall continue unless terminated by either party by giving six months formal written notice. During the notice period the status quo will be maintained.

10. **Date of Commencement**

10.1 This Agreement is effective from **19 March 2014**

10.2 The parties to this Agreement are committed to take all reasonable measures to honour and meet the terms of the Agreement.

11. **Signatories**

Signed for and on behalf of the College

Name: Cheryl Newbold Date: 19/5/14

Position: Director, Human Resources

Signed for and on behalf of UCU

Name: Elizabeth Schafer Date: 19/3/14

Position: Chair

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Collective Disputes Procedure

1. This procedure is an agreed part of the RHUL/UCU Recognition Agreement.

2. 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.

3. The Chair of the UCU branch shall give written notification to the Principal of the declaration of any collective dispute.

4. Status-Quo

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

5. Trade Union Action

4.1 Industrial action in pursuance of the resolution of a dispute shall not be initiated by the Union until the disputes procedure is exhausted.

6. Stage 1

6.1 Unless the Union and the Principal agree that the matter is so serious that it should be referred to stage 2 of this procedure, or the dispute has arisen as the result of a formally minuted “failure to agree” at an ordinary JNCC, the dispute shall be referred to a special meeting of the JNCC which shall normally be convened within ten working days of the submission of written notification of a dispute.

6.2 If a resolution is not reached at that meeting, or one reconvened by agreement (or if the dispute is considered to be serious enough to bypass stage 1 or is the result of a “failure to agree” at a JNCC), the matter will be referred to a meeting of the Disputes Committee, to be convened within ten working days, under Stage 2 of this procedure.

7. Stage 2 (Disputes Committee)

7.1 Chaired by the Chair of Council, or his/her nominee, the Disputes Committee shall normally be convened within ten working days and will consist of up to five other members of College Management including the Principal and Director of Human Resources and up to five representatives from the Union. Except for the Principal and the Director of Human Resources, College Management 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.

7.2 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 Management and Union members of the JNCC.

7.3 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 Management and Union sides agree, assistance may be sought from external sources, including ACAS.