

Trades Union Recognition Agreement between the University of Greenwich; UNISON; GMB; Prospect and UCU

Introduction

This agreement is made between the University of Greenwich (hereinafter known as the University) and UCU, GMB, UNISON and Prospect, the recognised Trades Unions (hereinafter known as the Trade Unions). This agreement supersedes all other Agreements on joint negotiation arrangements involving all the trades unions.

The purpose of this agreement is to determine trade union recognition and representation within the University and establish a framework for consultation and negotiation.

It is entered into in a spirit of Partnership based on the following principles:

- Commitment to the success of the University
- Security in employment
- Focus on the quality of working life
- Transparency – a commitment to the sharing of information and openness to discussion of future business plans
- Adding value – a commitment to the development of a culture of ownership and contribution to the success of the organisation
- Recognition of legitimate interests – a clear understanding of the principal aims and goals of the partnership between the unions, employees and the University

1 Recognition

- 1.1 The University believes that fully representative Unions lead to good industrial relations and recognises that it is of mutual benefit to the University that its employees are members of recognised trade unions and that those Trade Unions should play an active role in representing staff both collectively and individually. The University therefore recognises UNISON, GMB, Prospect, and UCU as representing and having sole bargaining rights for members of staff who are employed by the University as laid out in the joint union agreement (Appendix A).
- 1.2 The Trade Unions recognise their common interest and purpose in furthering the aims and objectives of the University and establishing and maintaining the ongoing business success of the University.
- 1.3 The University agrees that members of staff have the right to join any union of their choice or none, and to be represented on individual matters by that union, however, it will negotiate and consult only with the recognised Unions concerning the matters covered by this Agreement.

2 General Principles and Scope of Agreement

- 2.1 The University and the Unions have a common interest in ensuring the efficiency and success of the University for the benefit of all, to enable effective partnership working with all staff at the University.
- 2.2 The University acknowledges that the recognised Trade Unions function within the context of local, regional and national rules and policies of their respective trade unions and that when representing their union, the views and opinions expressed by locally elected officers are a reflection of those policies.
- 2.3 Both sides agree that their pursuit of this common interest under the Recognition Agreement shall be by:-
- (i) **Negotiation** – the process of discussion between the University and one or more of the Trade Unions with the purpose of reaching agreements and avoiding disputes. The scope of such negotiations shall be on those areas defined in Section 178 of the Trade Union and Labour Relations (Consolidation) Act 1992 (TULR(C)A) (as amended) (See Appendix B for examples).
 - (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. Meaningful consultation involves an early opportunity to influence proposals. (See Appendix B for examples).
 - (iii) **Information** – keeping each side fully informed of all relevant matters. The University and the trades unions recognise that effective industrial relations are based upon mutually understood relevant information and therefore acknowledge the importance of sharing relevant information on issues of common interest. They further acknowledge the ACAS Code of Practice relating to the disclosure of information for collective bargaining purposes.
- 2.4 The University and the Trade Unions agree that this procedure in no way detracts from or lessens the requirement for direct and constructive communication and relationships between individual members of staff and the University or the recognised Trade Unions' right to communicate with their members.
- 2.5 The Trades Unions recognise management's responsibility to plan, organise and manage the work of the University in order to achieve its overall aims and objectives.
- 2.6 The University recognises the responsibility of the Trade Unions to represent the interests of their members, collectively and individually, and to work for the best terms and conditions of employment.

3 Representation

- 3.1 The University recognises that arrangements for the election of representatives will be carried out in accordance with the rules of the respective Trade Unions and the appropriate legislation.
- 3.2 All locally elected Trade Union officers shall be employees of the University.
- 3.3 Action taken by representatives or officials in pursuance of their duties under this Agreement or their legal obligations or their Union duties shall not in any way adversely affect their employment with the University.
- 3.4 There will be no disciplinary action taken against any elected Trade Union representative until the University has discussed the matter with a full-time official of the Union concerned.
- 3.5 Trade Union representatives and officers shall conform to the conditions of employment of the University and shall be afforded reasonable facilities, including paid time, to carry out their trade union duties and to participate in trade union training.
- 3.6 The recognition and facilities afforded by this Agreement to any representative or officer shall be withdrawn in the event that:

the Trade Union concerned notifies the University in writing that the person has ceased to be a representative or officer of the Union;

or

the representative is no longer employed by the University

4 Negotiating Procedures

4.1 Intention

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

Both parties are committed to:

- 4.2 Maintaining and improving industrial relations and dealing with and resolving all issues at the earliest stage possible and as speedily as possible.
- 4.3 The principle that day to day and operational issues will be resolved, wherever possible, at local, departmental or Faculty level with, in the first instance, issues normally discussed between the appropriate Trade Union representative(s) and the appropriate manager and/or member of the Human Resources Department.

5 Purpose of Joint Negotiating Committee (JNC)

- 5.1 The purpose of the Joint Negotiating Committee is to provide a regular and effective means of joint discussion, consultation and negotiation on matters of common interest, affecting staff of the University which are not covered by national negotiations (currently this is JNCHES).
- 5.2 Consultation will be undertaken to enable feedback from and discussion with Trade Union representatives before decisions are taken concerning matters (not subject to negotiations) which directly affect the collective interests of members of staff.

The University will additionally consult on the current situation, structure and probable development of employment in the undertaking, especially any threat to employment, and on changes in work organisation or employment relations, such as redundancies and transfers.

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

6 Terms of Reference

- 6.1 The management side of the JNC shall consist of not less than three and not more than six representatives and will normally consist of:

Director of Human Resources

Human Resources Manager with responsibility for Employee Relations

Deputy Vice-Chancellor

and other officers where necessary, according to the nature of the issues being discussed.

- 6.2 The Trade Union side of the JNC shall consist of not more than three representatives of each recognised Trade Union.

The Trade Union concerned shall provide the Director of Human Resources with the names of Trade Union representatives who will attend the JNC. Any subsequent changes will be notified to the Director of Human Resources.

The Human Resources Department shall provide the relevant Secretaries of the recognised Trade Unions with an up to date list/copy of the University's policies and procedures. It shall be the responsibility of the trade 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.

- 6.3 On occasions when management/trade union representative(s) are unable to attend meetings another management/trade union representative may be

substituted. This is on the understanding they will be briefed on issues to be discussed and can fully participate in discussions.

- 6.4 There shall be an agreed timetable of meetings of the Committee, with a minimum of 3 meetings a year (once per term). Meetings of the JNC shall be scheduled on an annual basis but the dates may be moved by mutual consent to ensure maximum attendance on both sides. Attendance should encompass at least three members from the management side and at least one from each Trade Union unless the nominated person from the trade union that would not be represented indicates in writing that the meeting should take place.
- 6.5 Meetings may be adjourned by agreement for not longer than ten working days. During a meeting either side may withdraw to consult separately.
- 6.6 Special meetings may be called by the nominated person of a Trade Union or the management. To call a special meeting, the nominated person must write to the Secretary to the Committee requesting a meeting and detailing the purpose of the meeting. The written request should be copied to the other nominated persons. The nominated persons are the JNC Representatives of each Trade Union and, for the University, the Director of Human Resources. Special meetings must be convened within twenty working days, unless the party requesting the meeting agrees otherwise.
- 6.7 Membership of the trade union side of the JNC should be made up of employees of the University. In exceptional circumstances where no elected representatives are available, a full-time Trade Union official (employed by the trade union concerned) may attend JNC meetings. Full-time Trade Union officials may also attend JNC meetings at the request of the respective Trade Union Representatives. Either side may request the presence of the Vice Chancellor at a JNC. Either side may also request the presence of full time officials or other experts to advise the JNC with 48 hours notice.
- 6.8 The University will appoint a Secretary to the Committee and provide a venue and refreshments. Where possible, meetings will rotate between different campuses.
- 6.9 In the interest of the efficient working of the JNC, agendas will normally be agreed and circulated, with minutes of the previous meeting and other relevant papers, to all members of the committee at least one week in advance of a meeting. Minutes of each meeting will be circulated not more than one week after a JNC.
- 6.10 The agenda shall provide for any other business of an urgent nature, which could not have been notified to the Secretary for inclusion on the agenda under paragraph 6.5, to be discussed.
- 6.11 The parties accept that outside formal meetings of the Committee, the parties will from time to time engage in discussions regarding (inter alia) changes to Conditions of Employment and changes to working arrangements on the understanding that formal ratification of a change to Conditions of Employment requires the formal approval of the Committee.

7 Decisions

- 7.1 Ordinarily, changes to contracts of employment or terms and conditions of employment will be made with reference to a JNC. However, minor amendments to Conditions of Employment may be agreed by the parties in writing without a formal meeting of the Committee. Such agreements will be reported to, and ratified by, the next meeting of the Committee. If agreement cannot be reached with all the relevant trades unions, the matter shall be considered by a meeting of the Committee. Any more significant changes to Conditions of Employment shall be dealt with by a meeting of the Committee.
- 7.2 The normal expectation is that members of both sides will have the ability to make commitments on behalf of the party they represent, but it is recognised that there may be occasions when the parties may need to consult further with their respective stakeholders before agreement is confirmed. Where this is the case, the parties should advise the Committee of this fact. Consequently, there are two forms of agreement that can be reached within the Committee:
- Agreements where all parties are sufficiently mandated and authorised to reach a binding agreement without recourse to their respective stakeholder.
 - Where the parties are insufficiently mandated and/or not authorised, agreements reached within the Committee shall take the form of a proposal to be ratified by all relevant stakeholders. Where such a proposal is ratified by all stakeholders, that proposal will become a binding agreement.
- 7.3 Where one or more of the unions cannot agree to a proposal that affects the bargaining unit(s) for which they are recognised there shall be no agreement through the Committee.
- 7.4 Agreements reached within the Committee on contractual issues, by either of the routes outlined in paragraph 7.2 above, will take the form of a collective agreement for the purposes of changing individual contracts of employment.

8 Sub-committees

- 8.1 Where matters for discussion concern a bargaining unit (see Appendix A) for which not all the unions are recognised, they will be referred to a sub-committee of the JNC. The purpose of sub-committees is to negotiate and consult on issues which are mandated by the JNC. The sub-committee will be made up of management and appropriate Trade Union representatives.
- 8.2 Minutes of each sub-committee will be reported to the JNC for information. Issues of negotiation which require agreement will be reported to the JNC to allow for formal ratification. Membership will be agreed for each sub-committee.

- 8.3 Sub-committees will jointly agree a calendar of meetings as required by the issues under negotiation.
- 8.4 The University will appoint a Secretary to each sub-committee, normally from the Human Resources Department, and provide a venue and refreshments for the meetings.
- 8.5 Agendas will be circulated a week in advance and minutes will be circulated not more than one week after a sub-committee meeting.
- 8.6 Minutes of all sub-committee meetings will be brought to the JNC meeting(s) at which the deliberations are reported.
- 8.7 The parties may also agree to establish ad hoc sub-committees of the JNC, with representation of all four trade unions to negotiate and consult on matters relating to all unions. These sub-committees will report to the JNC. Where necessary, decisions will be formally ratified by the JNC. The administrative arrangements described above for sub-committees will apply.

9 Agreements

- 9.1 Agreements reached at any meeting shall be drafted to the satisfaction of each side as soon as possible and signed by the appropriate representatives. They shall be implemented as follows:
- (i) agreements falling within the remit of the Vice Chancellor shall be published appropriately and implemented as soon as practicable;
 - (ii) agreements requiring approval of Council shall be submitted to Court. The agreements must carry the Vice Chancellor's commendation;
 - (iii) agreements requiring approval of the membership of one or more trades unions will be put to members as rapidly as possible with a recommendation to accept from the union officers. Where agreement has not been reached, one or more unions may ballot their members on the final draft without such endorsement. Should the members accept the draft then the relevant union will agree that document.

10 Failure to Agree

- 10.1 Where agreement is not reached and either side believes it will not be possible to reach an agreement, the minutes of the JNC shall record "Failure to Agree" and it shall be open to either side to refer the matter to stage 2 of the Collective Disputes Procedure (Appendix B to this Agreement).

11 Interpretation and Variation

- 11.1 Any disputes as to the interpretation of this agreement shall be referred to the whole JNC 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 JNC.
- 11.4 This agreement will be reviewed annually and shall continue unless terminated by any of the parties 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:
- 12.2 The parties to this agreement are committed to honour and meet the terms of the agreement. This agreement is not legally binding.

Appendix A: Bargaining Units

These bargaining rights are as follows:

- UNISON, Prospect and GMB for support, operational and technical staff;
- Prospect for NRI;
- UCU for all academic staff except those covered by Prospect's arrangement at the time of the transfer of NRI to the University of Greenwich.

Appendix B: Negotiation and Consultation Examples

Examples of items for negotiation include:

- Terms and conditions of employment
- Physical conditions in which workers are required to work
- Engagement or non-engagement, or termination or suspension of employment or the duties of employment, of one or more workers
- Allocation of work or the duties of employment as between workers or groups of workers
- A worker's membership or non-membership of a trade union
- Facilities for Trade Union officers
- Machinery for negotiation or consultation and other procedures relating to any of the foregoing matters, including the recognition by employers of the right of a Trade Union to represent employees and workers collectively and individually in any such negotiation or consultation, or in the carrying out of such procedures

Examples of items for consultation include:

- Strategic planning decisions, including the allocation of resources which have staffing implications
- Consequential operational decisions, especially those likely to affect the job prospects or security of particular groups or occupations
- All aspects of the immediate job environment, plus those parts of the individual employment relationship not subject to collective bargaining
- Policy development relating to all issues which are not contractual terms

Appendix C: Collective Disputes Procedure

1 Notice of Dispute

- 1.1 A Dispute is a failure to agree arising from either party concluding that the prospect for agreement by negotiation has been exhausted and giving written notice thereof to the other party.
- 1.2 The Regional Official, Chair or Secretary of the recognised Trade Union concerned shall give written notification to the Vice Chancellor of the declaration of any collective dispute.

2 Status Quo

Where a dispute has arisen out of an intention to change existing circumstances or practices, the practice that is sought to be changed shall prevail until disputes procedures are exhausted.

3 Stage 1

- 3.1 Unless the Trade Union(s) concerned and the Vice Chancellor 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 JNC meeting, the dispute shall be referred to a special meeting of the JNC between management and the Trade Union(s) concerned. That meeting shall be convened within two weeks of the written notification of the existence of a dispute and the Vice Chancellor will be present.
- 3.2 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 by-pass Stage 1, or is the result of a “failure to agree” at JNC) the matter will be referred to a meeting of the Disputes Committee, to be convened within two weeks.

4 Stage 2

- 4.1 Chaired by the Chair of the Council, or his/her nominee from the Council, the Disputes Committee shall consist of at least two other members of the Governors and two members of the University Management including the Vice Chancellor; and four representatives of the recognised Trade Union concerned (up to three representatives of each if more than one Trade Union is concerned with the dispute). Except for the Vice Chancellor, management/governor members of the Disputes Committee shall not be members of the JNC. Union representatives may include full-time officials or other accredited representatives who are not employees of the University.
- 4.2 The Chair may allow or require the attendance of people who are not members of the Disputes Committee for the purpose of giving factual evidence or professional opinion.

5 Arbitration and Conciliation

- 5.1 It is intended that all industrial relations difficulties arising within the University of Greenwich shall be resolved internally and by the use of this procedure. If, however, in exceptional circumstances a dispute has exhausted the agreed procedure and if both Management and Trade Union representatives agree, assistance may be sought from external sources (including ACAS).

Signatories

Signed for and on behalf of the University of Greenwich:

Signed: Date: Office:

Signed: Date: Office:

Signed for and on behalf of UNISON:

Signed: Date: Office:

Signed: Date: Office:

Signed for and on behalf of UCU:

Signed: Date: Office:

Signed: Date: Office:

Signed for and on behalf of GMB:

Signed: Date: Office:

Signed: Date: Office:

Signed for and on behalf of Prospect:

Signed: Date: Office:

A signed version of this document is kept by HR.