

University of East London

Trade Union Recognition and Procedure Agreement

This Agreement is made from the date of signature (see page 10) between the University of East London (the "University"); University of East London Professional Services Ltd (UELPS) and the following trade unions (the "Trade Unions"): UNISON; UNITE; and The University and College Union (UCU).

1 Recognition

1.1 This Agreement is made between the University, UELPS and the Trade Unions and provides the framework within which the University, UELPS and the Trade Unions will work together.

1.2 The University, UELPS and the Trade Unions recognise that good employment relations have a fundamental role in ensuring the success of the University as a higher education institution. There is a shared belief that the most effective way of conducting collective bargaining on matters relating to employees is through consultation and negotiation with independent Trade Unions.

1.3 The Trade Unions recognise management's responsibility to plan, organise and manage in order to achieve the University's and UELPS' strategic objectives.

1.4 The University and UELPS recognise that the Trade Unions operate within the context of their respective local, regional and national rules and have responsibility to represent the interests of their members and the staff groups which they represent.

1.5 The University, UELPS and the Trade Unions have common objectives to:

1.5.1 maintain good employment practices and industrial relations;

1.5.2 encourage good co-operation and communication with all University and UELPS staff;

1.5.3 ensure that all staff are treated fairly and equally, in line with the University's and UELPS' policies and procedures.

1.6 For the purposes of collective bargaining this agreement covers all staff employed by the University and UELPS with the exception of the Vice Chancellor and senior managers at Management Grade 1 and above. The University and UELPS recognise, for collective bargaining purposes, the following trade unions to represent the following staff groups:

1.6.1 UCU for all academic and research staff employed by UEL and UELPS

1.6.2 UNISON and Unite for all support staff employed by UEL and UELPS

2 Purpose and Principles

2.1 The University, UELPS and the Trade Unions accept that it is in their mutual interest that agreements made through the national collective bargaining machinery be implemented in good faith by the University, UELPS and the Trade Unions.

2.2 The University and UELPS recognise the Trade Unions as representing and having collective bargaining rights in respect of the employees of the University and UELPS as set out in paragraph 1.6 above.

2.3 The University, UELPS and Trade Unions have common interests in ensuring the efficiency and success of the University and UELPS for the benefit of all and to enable effective partnership and communication in order to work on behalf of all staff. The parties are committed to maintaining and improving the University's Schools and Professional Services and employee relations and seek to resolve disputes at the earliest stage and as speedily as possible, using the agreed Collective Disputes Procedure set out in section 9, below.

2.4 The following general principles are agreed as underpinning this Agreement:

2.4.1 A commitment to recognise and encourage partnership working and teamwork at all levels of the institution;

2.4.2 Transparency and co-operation;

2.4.3 To act in accordance with legislation, Statutory Codes of Practice and good practice;

2.4.4 A commitment to develop effective arrangements for communication and to ensure that any communication is timely. In particular the Trade Unions have a right to be informed and consulted in advance of proposed major organisational staffing changes.

2.5 The University and UELPS accept that the Trade Unions will elect Officers and Representatives in accordance with their union rules, to act as their spokespersons in representing their interests.

2.6 The existence of this Agreement does not inhibit an employee's right of access to the management of either the University or UELPS or the management's right to communicate directly with its employees or the Trade Unions' right to communicate with their members.

2.7 The University, UELPS and the Trade Unions agree that pursuit of these common interests under this Agreement shall be by collective bargaining. Collective bargaining being the process of negotiation and/or consultation between the University and one or more of the Trade Unions.

2.8 **Negotiation** is the process by which the involved parties seek to reach agreement and avoid disputes on issues. The scope for negotiations shall be those areas as set out in Section 178 of the Trade Union and Labour Relations (Consolidation) Act (TULR(C)A) 1992 and other matters as follows, where these are not subject to national bargaining:

2.8.1 Terms and conditions of employment, including physical working conditions, and pay;

- 2.8.2 Hours of work, and allocation of work or duties of employment between workers or groups of workers;
- 2.8.3 Holidays and notice periods;
- 2.8.4 Disciplinary and Grievance Procedures;
- 2.8.5 Employment policies relating to the, termination of, or suspension from, employment;
- 2.8.6 Policies and Procedures in relation to redundancy and avoidance of redundancy
- 2.8.7 Policies and Procedures in relation to maternity, paternity, adoption and shared parental leave and pay; and special leave and pay;
- 2.8.8 Policies and procedures in relation to sickness absence and pay;
- 2.8.9 Probation schemes;
- 2.8.10 Facilities for Trade Union Officers and Representatives and revisions to this Agreement;
- 2.8.11 Other relevant Local Agreements.

2.9 **Consultation** is the process by which the involved parties jointly examine and discuss issues of mutual concern, and may include matters of national and economic policy as it affects the Higher Education Sector as well as University strategy, operations, progress and challenges. Consultation will involve seeking mutually acceptable solutions to problems through a genuine exchange of views and information. Matters for consultation will include some of the following:

- 2.9.1 Employment policies and procedures which are not subject to negotiation under 2.8 above;
- 2.9.2 Health and Safety Policies and Procedures
- 2.9.3 Strategic planning decisions, including the allocation of resources which have staffing implications;
- 2.9.4 Consequential operational decisions, especially those likely to affect the job prospects or security of particular staff groups or occupations;
- 2.9.5 Some aspects of the immediate job environment, and those parts of the individual employment relationship not subject to collective bargaining;
- 2.9.6 Implementation of pay and terms and conditions of employment as a result of legal changes;
- 2.9.7 Disclosure of information as defined in Sections 181-185 of TULR(C)A 1992;
- 2.9.8 Transfer of Undertaking (TUPE) arrangements.

3 Procedure for negotiation and consultation

3.1 In the first instance, routine employment issues will normally be discussed between the appropriate representatives of the Trade Unions and the appropriate University or UELPS manager and/or HR Services.

3.2 The parties to this Agreement shall form a *Joint Staff Consultation and Negotiating Committee (JSCNC)* with sub-committees of staff interest groups: *Academic Staff Interest Group (ASIG)* and *Support Staff Interest Group (SSIG)*. These committees will cover employment issues for the University and UELPS.

3.3 The University and UELPS will provide agenda and associated papers in a timely manner (normally within five working days of the date of the meeting on the basis that agenda items are provided by the University, UELPS and Trade Unions 14 working days in advance of the meeting) so all committee and sub-committee members have time to consider them and consult with others (e.g. University and UELPS managers, Trade Union regional officials) if necessary.

3.4 The purpose of the JSCNC will be, inter alia, to engage in negotiation and consultation, as appropriate, in relation to matters listed in 2.8 and 2.9 above, and on any other issues that may reasonably fall under the committee's remit.

4. The Joint Staff Consultation and Negotiating Committee (JSCNC)

4.1 The staff of the University and UELPS will be represented at the JSCNC, by the following Trade Unions recognised by the University and UELPS: UCU, UNISON and Unite.

4.2 Agenda items will normally be agreed and circulated at least five working days in advance of each meeting to allow for consideration, action points circulated two weeks after each meeting and draft minutes four weeks after each meeting.

4.3 The management of the University and UELPS will be represented on the JSCNC by at least two and up to five representatives, including the Deputy Vice Chancellor and Chief Operating Officer (COO) or nominee. The Trade Unions will be represented by at least two and up to four representatives of each union. Trade Union representatives may include officials employed by the Trade Unions.

4.4 The JSCNC will normally be chaired in rotation between the Deputy Vice-Chancellor & COO or nominee and one of the trade union representatives present.

4.5 The overall objective is that the management of the University, UELPS and the Trade Unions will work together constructively and examine jointly matters of concern to both sides with a view to reaching understanding and, where appropriate, agreement. All agreements reached will be made in writing and agreed by the Deputy Vice-Chancellor & Chief Operating Officer or nominee, (acting on behalf of either or both the University or UELPS) and by the recognised Trade Union representatives.

4.6 It is expected that all parties will, wherever possible, seek in advance a mandate to reach agreement where negotiation is taking place; it may be however, that for certain decisions, either or both parties will need to take further advice or to refer the matter to another

forum prior to finalising agreement. In such circumstances the aim will be to conclude the matter as soon as practicable.

4.7 Full meetings of the JSCNC will take place at least three times a year, with a calendar of meetings agreed annually in advance. Additional meetings may be convened, by mutual agreement between the University, UELPS and the recognised Trade Unions. Such meetings might include working groups tasked with developing and/or reviewing specific policies and procedures and/or special interest matters.

4.8 Agreements reached at JSCNC shall be drafted to the satisfaction of each side and shall be implemented as soon as practicable.

4.9 Minutes of JSCNC meetings will be circulated to colleagues on the distribution list as soon as is reasonably practicable, and normally no later than 4 weeks after each meeting.

5. JSCNC Sub-committees: Staff Interest Groups ASIG and SSIG

5.1 Two sub-committees of the JSCNC will exist, namely the Academic Staff Interest Group (ASIG) and the Support Staff Interest Group (SSIG). ASIG and SSIG will consider issues affecting a particular group or groups of staff.

5.2 Membership of ASIG shall consist of at least two and up to four representatives of the University and UELPS management, including the Deputy Vice-Chancellor (Academic) or nominee; and at least two and up to four representatives of UCU. Trade Union representatives may include officials employed by UCU.

5.3 Membership of SSIG shall consist of at least two and up to five representatives of the University and UELPS management, including the Deputy Vice-Chancellor & COO or nominee; and at least two and up to four representatives of each of UNISON and UNITE. Trade Union representatives may include officials employed by UNISON and UNITE.

5.4 The meetings of ASIG and SSIG will be chaired in rotation between the management and union sides.

5.5 ASIG and SSIG will each meet at least three times a year with a calendar of meetings agreed annually in advance. Additional meetings may be convened, by mutual agreement between the University, UELPS and the relevant Trade Union(s).

5.6 Agenda items will be agreed as required, with reference to issues under negotiation or consultation or to urgent issues raised by either side. Agenda items should be agreed and circulated, where practicable, no later than five working days before an ASIG or SSIG meeting.

5.7 Minutes of ASIG and SSIG meetings will be circulated to colleagues on the distribution list as soon as is reasonably practicable, and no later than 4 weeks after each meeting.

6. Trade Union membership

6.1 This Agreement recognises the right of any individual staff member to join a Trade Union, to hold office within a Trade Union and to benefit from Trade Union representation. It is acknowledged that members of Trade Unions remain subject to the rules and constitution of their Trade Union.

6.2 HR Services will provide a list of new staff members, and leavers to the Trade Unions on a regular basis and inform members of staff of the existence of this agreement. The Trade Unions will provide information about key Trade Union contacts via UEL's intranet. Subject always to the University or UELPS receiving written and signed consent from the staff member concerned, the University agrees to make an appropriate deduction from the staff member's monthly salary, which the University will pay to the relevant Trade Union on the staff member's behalf in lieu of the staff member's monthly Trade Union subscription fees.

7. Trade Union Branch Officers and Representatives

7.1 The University and UELPS recognise that arrangements for the election of Officers and Representatives will be carried out in accordance with the rules of the respective Trade Unions and appropriate legislation.

7.2 All locally elected Trade Union Officers and Representative shall be employees of the University or UELPS.

7.3 Following an AGM, the Trade Union concerned shall provide the Head of HR Services with the names of Officers and Representatives and their roles.

7.4 The Head of HR Services will notify the Officer or Representative's School or Service of their appointment.

7.5 The University and UELPS also recognise the role of regional Trade Union Officials who will be granted reasonable access to the University's employees for the purpose of advising, assisting and representing their members and those staff for whom the unions are recognised.

7.6 Any reasonable action taken by an Officer or Representative of the Trade Unions in good faith and in pursuance of their duties as a representative of the Trade Union concerned shall not affect their employment or career prospects within the University.

7.7 Trade Union Officers and Representatives shall be provided with facilities in accordance with this Agreement.

7.8 The facilities for an individual Trade Union Officer or Representative shall be withdrawn in the event that:

7.8.1 The individual resigns from the Trade Union appointment to which the facilities apply;

7.8.2 The Trade Union notifies the Head of HR Services in writing that the Officer or Representative has ceased to be a representative of the Trade Union;

7.9 In the event that a Trade Union Officer or Representative ceases to hold office, the relevant Trade Union branch will advise the Head of HR Services.

8. Trade Union Facilities

8.1 The following facilities time will be granted to each of the recognised Trade Unions for their allocation to branch Officers and Representatives: 2.0 FTE for UCU; 2.0 FTE for UNISON; and 1.0 FTE for UNITE

8.2 Subject to operational requirements, the University will provide the following facilities to enable Officers and Representatives to perform their Trade Union duties:

- 8.2.1 use of stationery and postal facilities;
- 8.2.2 use of Trade Union notice boards;
- 8.2.3 use of meeting rooms;
- 8.2.4 access to computing facilities including internet and e-mail access;
- 8.2.5 a cost code approved by Financial Services;
- 8.2.6 office accommodation for the Joint Trade Unions on Docklands and Stratford Campuses.

8.3 The University and UELPS recognise the importance of providing reasonable paid time to Officers and Representatives to fulfil their Trade Union duties which may include representing members in disciplinary, capability or grievance hearings (including investigation and other preparatory meetings); collective consultations and negotiations with University management under this Agreement; informing members about such consultation and negotiation and other matters; meetings with representatives and officials of their union and the other recognised unions; recruitment of new union members.

8.4 Trade Union members will be provided with reasonable time during working hours to take part in trade union activities including attending workplace meetings to discuss negotiations with the University, meeting full-time officials to discuss issues relevant to the workplace, accessing services and voting in ballots and elections, attending other meetings where the interests of management as well as staff are served by attendance. Reasonable notice should be given and requests for such time will not be refused unreasonably.

8.5 The Trade Unions recognise that the amount, frequency and purpose for which time may be given must be reasonable and proportionate to the circumstances and in accordance with the operational needs of the University and UELPS. The Trade Union Representatives will keep a record of time taken for Trade Union duties and provide a copy to the University if requested.

8.6 In line with section 4 of the *ACAS Code of Practice Time off for trade union duties and activities*, union representatives shall seek agreement of their line manager, with as much notice as possible, to conduct their trade union duties; such agreement will not be withheld unreasonably.

8.7 For employees taking time for Trade Union duties, the rate of pay to be received will be their normal basic rate. No pay shall be payable for time in which an employee undertakes union duties or training in periods during which they would not otherwise have been at work.

8.8 Time may only be taken with the express approval of the individual's line manager but the University and UELPS encourage managers to enable trade union representatives to fulfil their trade unions duties within paid time. This may involve the provision of appropriate cover.

8.9 Where travel is involved for UEL trade union duties, reasonable costs will be reimbursed at the appropriate rate.

8.10 Where a Trade Union Officer or Representative is elected to a regional or national Trade Union Office, the University or UELPS will grant reasonable paid time for that individual to fulfil those duties, subject to operational requirements.

8.11 It is agreed that in order to be effective in their role, Trade Union Officials and Representatives should receive appropriate training and the University will allow reasonable paid time for training which is relevant to their Trade Union duties and which is approved by the individual's union.

8.12 The University acknowledges that newly appointed Trade Union Officers and Representatives may require a greater amount of paid time during the period immediately after appointment to enable them to undertake suitable training and that experienced representatives have an ongoing need for training; paid time will be granted as appropriate.

8.13 In considering time for training the individual's Dean of School or Director of Service shall consider any request in the light of operational needs and the amount of time already taken by the individual making the request, and shall make every reasonable effort to allow the time requested. If a request is refused, reasons will be provided in writing to the individual; no request will be refused unreasonably.

8.14 Time for union training may be additional to normal facilities time, subject to agreement to ensure that time for training is reasonable and planned to minimise impact on University operations.

8.15 Union training would include:

8.15.1 Initial basic training relevant to the duties of an Officer/Representative;

8.15.2 Further relevant training where an Officer/Representative has special responsibilities or where there are changes in subject or topics of negotiation or legislative change which affect employee relations issues.

8.16 The Trade Union shall be responsible for fees and expenses involved in attending training events

9. Collective Disputes Procedure

9.1 A dispute is a failure to agree where either party concludes that the prospect of agreement by negotiation has been exhausted and gives written notice thereof to the other party.

9.2 It is in the interests of the University, UELPS, the employees and the students of the University, that disputes are resolved as quickly as possible. The University, UELPS and the

Trade Unions agree to endeavour to work in partnership and to resolve disputes informally if at all possible.

9.3 If, for any reason a dispute arises which cannot be resolved informally the Procedure set-out below shall be followed, including where there has been a failure to agree at a meeting of the JSCNC, ASIG or SSIG.

9.4 During a dispute, unless the circumstances require otherwise the status quo will remain e.g. where the dispute has arisen due to an intended change to terms and conditions or agreed policy/procedure the terms and conditions or agreed policy/procedure shall remain the same until the Dispute Procedure is exhausted. Similarly industrial action in pursuance of a dispute shall not be initiated by a Trade Union until the Disputes Procedure is exhausted.

9.5 The steps and timings set out in the Procedure below may be varied by mutual agreement:

Step 1:

The Trade Union(s) will raise the issue in writing with the relevant senior manager in writing and confirm that the Disputes Procedure is being invoked. Unless it is agreed that the matter is so serious that it should be referred to Step 2 of the Procedure, the parties shall meet normally within five working days to endeavour to resolve the dispute. If the dispute is not resolved the matter may move to Step 2.

Step 2

If a resolution is not reached at the meeting above, or a meeting reconvened by agreement (or if the dispute is considered to be serious enough to bypass Step 1), it will be referred to a meeting chaired either by the Vice Chancellor or nominee, or the Chair of UELPS (whichever is appropriate) which shall be convened within ten working days of referral from Step 1.

The Chair of the meeting may allow or require attendance of people who are not members of the JSCNC, ASIG or SSIG for the purposes of giving factual evidence or professional opinions.

Further Steps:

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

It is intended that all industrial relations difficulties arising within the University and UELPS should be dealt with internally and by the use of this Collective Disputes Procedure. If, in exceptional circumstances, a dispute has exhausted all of the above steps without resolution, the Chair of the Board of Governors may, if she or he considers it appropriate, convene a further meeting to explore a resolution to the dispute. Collective national disputes will be dealt with via the Joint Negotiating Committee for Higher Education Staff (JNCHES) comprising national and regional Trade Union Representatives and the University and Colleges Employers Association.

10. Interpretation and Variation

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

10.2 In the event of a failure to agree, the matter may then be referred to ACAS or some other independent body. In such circumstances a joint reference will be made.

10.3 There shall be no variation to this Agreement except by joint agreement via the JSCNC.

10.4 This Agreement will be reviewed one year after initial agreement and thereafter every three years.

11. Review and Duration

11.1 This Agreement takes effect from the date it is signed by all signatories (see below) and will be reviewed every 3 years.

11.2 This Agreement shall continue unless terminated by any party giving the others not less than six months' notice in writing. During any notice period the status quo will be maintained. If one Trade Union gives notice the Agreement will continue in regard to the relationship between the University, UELPS and the other recognised Trade Unions.

Signatories

On behalf of the University of East London:

Name: *Dusty Amadiwala*

Signed: 

Date: *16 Jan 2017*

On behalf of University of East London Professional Services Ltd:


Name: *Dusty Amadiwala*

Signed: 

Date: *16 Jan 2017*

On behalf of UNISON:

Name: *JAMIE BROWN*

Signed: 

Date: *30 January 2017*

Signed on behalf of Unite:

Name: *ANDREW MURRAY*

Signed: 

Date: 25 Jan 2017

On behalf of UCU

Name: GREG BARNETT

Signed: 

Date: 25/1/17

