

## **Recognition and Partnership Agreement between Birkbeck, University of London and the University and College Union (UCU), UNISON and Unite**

### **1. Introduction**

- 1.1 This Agreement covers arrangements for trade union recognition and representation within Birkbeck College, University of London ("The College") and defines the framework for information, consultation and collective bargaining between the College and the University and College Union (UCU), Unison and Unite (collectively to be referred to as "the Trade Unions"), whom the College voluntarily recognises as acting as representatives of the employees of Birkbeck College ("Employees").
- 1.2 For the purposes of expediency, the terms "all parties" and "both parties" will also be used in this document to refer to the College and its three recognised Trade Unions.
- 1.3 The term 'trade union representative' is used throughout this agreement to refer to an employee of the College who has been elected or appointed in accordance with the rules of UCU, UNISON or Unite to be a representative of all or some of their members within the College (such membership being known as the 'bargaining unit').
- 1.4 The term 'branch officer' is used in this agreement to refer to a trade union representative who has been elected to one of the union branch officer positions.
- 1.5 It is the spirit and intention of this Agreement to foster the best possible relations between the College and its employees, as represented by the Trade Unions to ensure the effective delivery of College goals and for the benefit of College employees, and to this end to provide a mutually understood method of discussion, consultation and negotiation. All parties agree to honour the provisions of this Agreement, but recognise it does not form a binding legal document and does not limit the statutory rights of either party.
- 1.6 The primary forum for information, consultation and negotiation shall be the Joint Negotiating and Consultation Committee (JNCC), which will operate as a sub-committee of the Staff Joint Committee (SJC). The terms of reference for the committees are set out in appendices to this document.
- 1.7 This agreement supersedes any and all other agreements.

### **2. General Principles**

- 2.1 All parties recognise that the College exists to fulfil its aims and objectives, as set out in its mission statement. The Trade Unions agree to work constructively with the College and to recognise the fundamental right of the College to be responsible for its organisation and management, to achieve its mission.
- 2.2 The College recognises the right of the recognised trade unions to undertake their responsibilities under this agreement to represent staff on both collective and individual issues.
- 2.3 The College and the Trade Unions agree to work in partnership for the benefit of current and future students and employees, taking into account the future financial sustainability of the College, and to do so by maximising the effectiveness, engagement and wellbeing of employees in all areas.
- 2.4 The College and the Trade Unions agree that they have common objectives to:

- maintain good employment practices and industrial relations;
- maintain and facilitate effective communication with the College's employees; and
- ensure that all employees are treated fairly and equitably.

### **3. Purpose**

3.1 The purpose of this Agreement is to establish:

- a) College arrangements for Trade Union recognition and representation; and
- b) joint working, in respect of the issues set out in section 4 of this Agreement.

3.2 For the purpose of joint working on the matters set out in section 4:

UCU is recognised to represent:

- Academic employees;
- Research employees;
- Professional employees at grade 7 and above; and
- Teaching and Scholarship employees

Unison is recognised to represent administrative employees at grade 6 and below.

Unite is recognised to represent Technical and Estates employees.

3.5 For purposes *other than* joint working on the matters set out in section 4:

the College recognises that UCU, UNISON and Unite may represent employees other than those set out in paragraph 3.2.

### **4. Scope of the agreement**

4.1 Both parties commit to working together in respect of information, consultation and negotiation.

#### Information

4.2 The College will fulfil its obligations under employment law relating to the disclosure of information, taking into account the provisions of the ACAS Code of Practice 'Disclosure of information to trade unions for collective bargaining purposes', in order to facilitate meaningful and effective consultation and negotiation, including on:

- the recent and probable development of the College's activities and economic situation;
- the situation, structure and probable development of employment within the undertaking and on any anticipatory measure envisaged, in particular, where there is a threat to employment within the College; and
- decisions likely to lead to substantial changes in work organisation or contractual relations.

4.3 Both parties commit to keeping each other informed of all relevant matters. Such information will be provided in good faith and in a timely manner.

#### Consultation

4.4 The College will consult with the Trade Unions on:

- health and safety issues;
- proposed redundancies;
- staff benefits;
- non-contractual HR policies;
- proposals for organisation-wide change, which may have a significant effect on the College's workforce;
- matters in connection with the proposed transfer of an undertaking; and
- any other matters that both sides agree to refer.

## Collective bargaining (negotiation)

- 4.5 The recognised Trade Unions will be entitled to conduct collective bargaining on behalf of employees within the bargaining unit in respect of the following matters:
- a) Pay (with the exception of nationally negotiated pay arrangements)
  - b) Hours of work
  - c) Annual leave arrangements
  - d) Significant changes to terms and conditions of employment, affecting large sections of the College workforce;
  - e) Any other matters which both sides agree to refer.

## **5. Trade Union Membership**

- 5.1 This Agreement recognises the right of employees to join one of the recognised Trade Unions, another trade union or no union at all, to hold office within the recognised Trade Unions and to benefit from recognised Trade Union representation. It is acknowledged that all College employees within the Trade Unions will be subject to the rules and constitution of the Trade Unions.
- 5.2 The College will make information about the existence of this Agreement available to employees.
- 5.3 Subject to legislation and to the College receiving written and signed consent from the employee concerned, the College agrees to make an appropriate deduction from the employee's monthly salary, which the College will pay to the Trade Unions on the employee's behalf in lieu of the employee's monthly Trade Union subscription fees. The College will undertake this 'deduction of contributions at source' of trade union subscriptions for any College employee requesting this facility, for which each Union will be charged an annual administrative charge equal to one per cent of the total monies deducted for its members. The level of this charge shall be subject to annual review.

## **6. Appointment of Trade Union Representatives**

- 6.1 The Trade Unions agree to elect all their trade union representatives in accordance with the particular rules of their individual union.
- 6.2 The Trade Unions agree to provide written confirmation to the Director of HR of all trade union representatives within 14 days of their election. The Trade Unions will confirm the name, position held, and date of election.
- 6.3 In the event that a Trade Union becomes aware that a representative has stepped down from, or has been relieved of, their elected position, the Trade Union agrees to advise the College within 14 calendar days of the event.
- 6.4 Only elected branch officers may be appointed as union representatives on College Committees.

## **7. Trade union facility time**

### *Time off allocation*

- 7.1 Each branch will be entitled to paid time off for trade union duties for branch officers relating to their work under this agreement, as follows: UCU 0.2 FTE; UNISON 0.2 FTE; Unite 0.05 FTE.
- 7.2 In addition to the time off allocation at paragraph 7.1, reasonable time off will be granted to branch officers undertaking the roles of:
- health and safety officer, in order to fulfil their functions under Section 4, paragraph (1)(a) to (h) of The Safety Representatives and Safety Committees Regulations 1977; and

- learning representative, in order to fulfil their functions under section 168A of the Trade Union and Labour Relations (Consolidation) Act 1992.

7.3 In addition to the time off allocations at paragraphs 7.1 and 7.2, each recognised union branch will be entitled to paid time off to attend:

- 4 days of union conferences per year; and
- training courses specifically held for new trade union representatives, to be undertaken as soon as possible after their appointment.

7.4 Requests for any additional time off for union training and conferences will be considered, subject to a request being submitted in writing to the Director of HR. Such training must be relevant to the range of issues and necessary skills connected to the collective bargaining or the specialist role undertaken by the representative.

#### *Payment for time off*

7.5 Trade union representatives will receive their normal rate of pay for time spent carrying out trade union duties, when carried out within normal working hours.

7.6 Where the duties take place outside of normal working hours, consideration will be given to time off in lieu. Payment may be considered, in exceptional circumstances.

7.7 Travelling and subsistence costs for trade union activities and duties will be the responsibility of the relevant trade unions.

#### *Trade union activities on College premises*

7.8 The College agrees that the Trade Unions may organise union meetings and other trade union activities on College premises outside of normal working hours, subject to the availability of accommodation. Requests for meetings and activities to take place inside working hours will only be permitted if agreed in advance by the College. Such requests should be submitted to the Director of HR with at least 5 working days' notice (and agreement will also be subject to the availability of accommodation).

#### *Trade union facility time reporting*

7.9 To ensure the College provides appropriate support for its trade union representatives, and to ensure compliance with the College's legal obligations in respect of trade union facility time reporting, all representatives will be asked to maintain a record of the time spent in relation to the following:

- trade union duties (S.168 and S.168A TULR(C)A (which includes time off for learning representatives);
- trade union activities in relation to which the official is acting as a representative of the union (S.170(1)(b) TULR(C)A);
- accompanying a worker to a disciplinary or grievance hearing (S.10 of Employment Relations Act 1999); and
- duties and training courses in relation to health and safety (in accordance with the Safety Representatives and Safety Committee Regulations 1977, which are regulations made under section 2(4) of the Health and Safety at Work etc. Act 1974).

7.10 Any disagreement under section 7 of this agreement shall be referred to the SJC for resolution.

## **8. Facilities**

8.1 Subject to its operational requirements, the College agrees that it will use its reasonable endeavours to provide the following facilities to the Trade Union branches, for them to perform efficiently their trade union duties:

- electronic facilities (e.g. email, web page);

- postal facilities;
- use of stationery;
- notice boards; and
- use of meeting rooms, subject to availability.

8.2 These facilities will be granted to the branch officers.

## **9. Delivery of the Agreement**

- 9.1 In order to enable and facilitate the delivery of this Agreement, the College and the Trade Unions will operate a JNCC as a sub-committee of the SJC.
- 9.2 The JNCC and SJC shall each be governed by written Terms of Reference, copies of which are appended to this Agreement.
- 9.3 The JNCC will provide the forum for all consultation and negotiation relating to employees as defined under Clauses 4.4 and 4.5 of this agreement.
- 9.4 The SJC will provide the strategic direction for all employee information, negotiation and consultation, and will provide the Trade Unions with the opportunity to enter into discussion with the senior management team of the College.
- 9.5 If one or more Trade Unions elect not to send a representative to a meeting of the JNCC or SJC they should, in advance of the meeting, either share their views on any planned agenda items in writing to the Chair, or share their views with representatives of another Trade Union, who will attend so that these can be presented. In the absence of either action those members present at the Committee will be empowered to make a decision on any item of Committee business.
- 9.6 Matters negotiated nationally, such as annual pay awards which are negotiated through the New JNCHES national body, will not be the subject of local consultation, except in terms of local implementation or with reference to the management of potential or actual industrial action arising from any national dispute.
- 9.7 In any matters relating to individual employees of the College, or specific cases, the JNCC and the SJC are not permitted to make decisions or supersede process or procedure as set out in the College terms and conditions of employment, policies or in the Charter and Statute of the College.
- 9.8 In addition to the SJC and JNCC (including any of its sub committees or working groups), the College and the Trade Unions may agree to engage in other informal and ad hoc meetings as and when deemed necessary by both parties in pursuit of:
- maintaining the best possible relations;
  - resolving disagreements and ensuring clarity of understanding;
  - maintaining effective communications; and
  - discussions relating to the variation of terms and conditions, or on matters of policy and procedure, if both parties agree that this should be undertaken outside of the JNCC.

## **10. Confidentiality**

- 10.1 All parties commit to maintaining confidentiality in respect of all written and verbal information pertaining to joint working under this Agreement. At each meeting of the JNCC and SJC, the level of confidentiality required in relation to each agenda item will be clarified, such as, whether information may be shared freely within the College, only with College Trade Union Executive Committees, or only within the meeting itself. Agreement to sharing of information will not be unreasonably withheld.

## **11. Dispute Resolution**

- 11.1 Should a disagreement arise between the Trade Unions and the College, which cannot be resolved at the JNCC, the matter will be referred to the next meeting of the SJC.

- 11.2 In the event that the SJC fails to reach an agreement, then the disputes resolution procedure may be invoked by either the College or any of the recognised trade unions, by setting out in writing to the Director of HR, the matter in dispute and the date of the SJC in which the failure to agree arose. The letter must be signed by the relevant union branch officers and regional officials or a relevant senior member of the College management.
- 11.3 The College will refer the matter back to an extraordinary meeting of the JNCC within 21 days of the notification, or as soon as reasonably practicable, the purpose of which will be to reach agreement and resolve the dispute.
- 11.4 Attendance at extraordinary meetings of the JNCC under paragraph 11.3, will include regional officials and branch officers of the trade unions in dispute, together with the Director of HR and other appropriate senior members of the College management and/or other School employees, depending on the issue.
- 11.5 Further extraordinary meetings may be held with the agreement of both parties. The focus of such meetings will be on reaching a settlement on the issue(s) in dispute.
- 11.6 In the event of a failure to reach agreement at the extraordinary JNCC meeting(s), the matter may be referred to ACAS for conciliation and/or arbitration, with the agreement of both parties.
- 11.7 There shall be no stoppage of work, strike, lock out, work to rule or action short of a strike by the Trade Unions, nor shall alteration be made by the College to contractual Conditions of Employment, until both parties agree that discussions in joint committees have been exhausted.
- 11.8 Nothing in this Agreement shall preclude the Trade Unions and their members from participating in official industrial action called for by their National Executives.
- 11.9 Nothing in this Agreement shall preclude the College from implementing formally agreed changes to any terms and conditions of employment.
- 11.10 Outcomes from any stage in the procedure will be jointly agreed and decisions communicated externally in joint use of media. Both parties will refrain from making any unilateral statements until the disputes procedure has been fully exhausted.

## **12. Other**

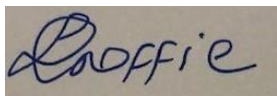
- 12.1 Any inter-union disputes shall be dealt with using the appropriate inter-union procedure as advised by the Trades Union Congress.

## **13. Duration, Variation and Termination**

- 13.1 This Agreement commences on 4 June 2020.
- 13.2 This Agreement shall continue thereafter unless modified by agreement in writing by both parties or terminated in whole or part by the College.
- 13.3 This Agreement will be reviewed by both parties 3 years from the date of implementation by the JNCC.

**14. Signatories to this Agreement**

**On behalf of the College**

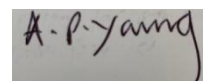


(Charlotte Croffie, Director of Human Resources)

**On behalf of UCU**

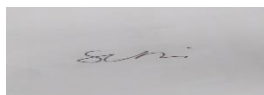


(John Kelly, Branch Chair)

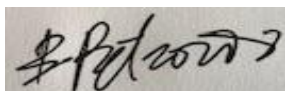


(Andy Young, Regional Official)

**On behalf of UNISON**



(Steven Ellis, Branch Chair)

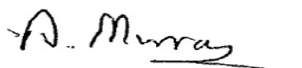


(Boyana Petrovich, Regional Official)

**On behalf of Unite**



(Maz Iqbal, Branch Chair)



(Andy Murray, Regional Official)

## **Terms of Reference of the College Joint Negotiation and Consultation Committee (JNCC)**

### **1. Purpose**

- 1.1 The Committee will provide the primary forum between College Management and the Trade Unions for all consultation and negotiation relating to the employment of the College workforce.
- 1.2 A core objective of the Committee shall be to facilitate and advance effective employee relations and proactive partnership working between Management and Employees to foster the success of the College and the delivery of its mission. Another core objective shall be to foster satisfaction amongst employees through the creation and revision of good terms and conditions of employment.

### **2. Terms of reference**

- 2.1 The JNCC will discuss proposals received either from the Trade Unions or the College management relating to the management and employment of the College workforce. All members undertake to make every effort to achieve agreement on the matters discussed.
- 2.2 The JNCC will maintain and facilitate constructive and effective communication between Employees and Management with the Trade Unions acting as representatives of Employees.
- 2.3 The JNCC will work constructively to fulfil the mission of the College and the delivery of its goals.
- 2.4 The JNCC will only consider collective issues, except where both sides consider that an issue raised by an individual has implications for all, or a substantial number of other employees. The Committee may only decide the principles by which the matter may be addressed. In individual cases, the Committee cannot make decisions or supersede process or procedure as set out in the College terms and conditions of employment, in policies or in Charter and Statute.
- 2.5 The JNCC may commission sub committees or working groups as needed to investigate or assess matters which require further research outside of the resource constraints of the JNCC. Any sub committees or working groups so convened cannot make decisions but will report back matters to the JNCC for consideration and resolution.

### **3. Process and Procedure**

- 3.1 The JNCC will act as the primary College forum for discussion, consultation and negotiation (collective bargaining), as appropriate, on policies, service changes, strategies, initiatives, and terms and conditions of employment affecting College employees. The Management side members of the JNCC will be empowered by the College to negotiate on its behalf and the Trade Union members of the JNCC will be empowered by their Union Executives and members to negotiate on their behalf.
- 3.2 Collective bargaining disputes that cannot be resolved at the JNCC will be managed through the Collective Bargaining Disputes process outlined within paragraph 11 of the College Recognition and Partnership Agreement.



- 3.3 The JNCC will receive reports each term from any JNCC sub committees that are in operation.
- 3.4 The JNCC will provide a termly report on its business to the SJC.
- 3.5 A member of the HR team will be appointed to act as Secretary to the Committee.
- 3.6 The JNCC shall normally meet once a term on dates to be published in the College Calendar, provided that there is business to transact. Meetings may be held more frequently if circumstances require this and all parties agree.
- 3.7 The agenda and associated documents will be circulated no later than 5 working days in advance of the meeting
- 3.8 All items of discussion and all documentation must be submitted to the PA to the Director of HR a minimum of 10 working days in advance of the meeting.
- 3.9 All agreements will be made in writing and signed by the College and Trade Union leads.
- 3.10 The minutes of the JNCC will be published in accordance with College Committee practice except in the case of matters that are deemed to be confidential or commercially sensitive, in which case the content will be reserved or redacted as necessary at the discretion of the Committee Chair.

#### **4. Membership**

- 4.1 Management team up to 6 members (including Vice Master as Committee Chair).
- 4.2 Trade Union team up to 6 members: UCU 3 elected officers; Unison 2 elected officers; Unite 1 elected officer.
- 4.3 All Committee members should make every effort to attend scheduled meetings but substitution will be permitted where it cannot be avoided.
- 4.4 The Chair reserves the right to invite other College Management and Trade Union representatives to attend the meeting as advisors in attendance, who shall have speaking rights only.
- 4.5 Chairing of meetings will alternate between the Chair and Vice-Chair. The Vice-Chair shall be appointed by the staff side of the JNCC.
- 4.6 Subject to the prior agreement of the Chair and Vice-Chair, either side may be accompanied by advisers or expert witnesses.

#### **5. Quorum**

- 5.1 The quorum shall be 6 members: 3 management representatives and 3 union representatives, to include the Chair and/or Vice Chair.

**TERMS OF REFERENCE OF THE BIRKBECK COLLEGE STAFF JOINT COMMITTEE**

1. There shall be a Birkbeck College Staff Joint Committee (SJC) comprising representatives of the College as employer and of the Trade Unions recognised under the Birkbeck College Recognition and Partnership Agreement.
2. The purpose of the SJC is to consider and make recommendations to the Governors concerning matters within the Scope of the Agreement.
3. The Composition of the SJC shall be as follows:  
  
College representatives: 5 members, to include the Master (as Chair), the College Secretary and the Director of HR, of whom at least one shall be a member of the Academic Board.  
  
Local union representatives: 2 members appointed by UCU; 2 members appointed by UNISON; 1 member appointed by Unite.
4. 3 representatives from each side shall constitute a quorum.
5. Human Resources will provide secretarial services for the SJC itself. This will include preparing an agenda of items to be discussed, and sending this, along with details of the dates and times of meetings to all members in advance. They will also prepare the minutes of the meetings, which will be signed off by the Chair at the next meeting.
6. Subject to the prior agreement of the Chair and Vice-Chair, either side may be accompanied by advisers or expert witnesses.
7. The business of the meetings shall be agreed in advance of each meeting between the Secretaries.
8. The SJC shall normally meet once a term on dates to be published in the College Calendar, provided that there is business to transact.
9. Additional meetings may be arranged if required and agreed by the Joint Secretaries.
10. Conditions of service which are within the purview of the SJC shall not be changed except to implement a recommendation by the SJC. Where there is any conflict between the College Recognition and Partnership Agreement and the Charter and Statutes the latter shall in all instances take precedence.
11. While it is for the representatives of each side to report back to those whom they represent, the SJC has the right to report directly to Governors on issues which it has been unable to resolve.