

## **TRADE UNION RECOGNITION AGREEMENT - LONDON METROPOLITAN UNIVERSITY AND UNISON**

### **1. Introduction**

- 1.1 This Agreement is entered into by London Metropolitan University (hereinafter referred to as “The University”), and UNISON.
- 1.2 London Metropolitan University aims to provide an effective process for informing, consulting and negotiating with its staff. The University aims to maintain a positive industrial relations environment and co-operative relationships between Management and Trade Unions. The purpose of this document is to define recognition and representation of UNISON and the procedure for local Joint Consultation and Negotiation within the University.

### **2. Objectives and General Principles**

- 2.1 Both the University and UNISON have a common interest in ensuring that the work of the institution is effectively and efficiently conducted in the closest co-operation, in the interests of the students, the staff and the Community. Specifically, both will aim to work in ways, which enhance the student experience and will, at all times, seek to avoid disruption to the educational programmes of the University, so as not to adversely affect students. This will require both the University and UNISON to interact in a constructive manner at all times, always seeking to resolve issues of difference or potential difference, through dialogue. Any industrial action will only be used as a last resort, and in this respect, the University and UNISON have committed to a protocol for the resolution of legitimate disputes. This procedure is appended to the Recognition Agreement. Additionally, where differences arise, it is agreed that neither side will seek external publicity, including engaging with the media, until such time as all stages of the protocol have been worked through.
- 2.2 It is the University’s responsibility to plan, organise and manage its activities to achieve its strategic objectives and corporate plans.
- 2.3 The University recognises UNISON’s responsibility to carry out collective bargaining and to represent the interests of it’s members who are covered by this agreement.
- 2.4 The University 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.
- 2.5 The University acknowledges that UNISON is recognised to represent it’s members and has negotiating and consultative rights for those employees. The University also recognises the right of UNISON to recruit appropriate employees into membership.

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2.6 Both sides agree that the methods to achieve the common objective of this recognition agreement shall be by:

- \* Information: for keeping each side fully informed of all relevant matters
- \* Consultation: the process by which management and UNISON discuss employment proposals and issues of mutual concern, through a genuine exchange of views and information.
- \* Negotiation: the process of discussion between the University and UNISON with a view to reaching agreement.

2.7 Both the University and UNISON 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 University or UNISON's right to communicate with it's members.

### 3. **Scope of this agreement**

3.1 This agreement shall apply to all staff employed by the University, whether union members or not, except those staff whom the University designates as its senior management cadre from time to time and to those whose terms and conditions of employment are determined locally.

### 4. **Representation**

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

4.2 All trade union officers shall be employees of the University.

4.3 Immediately following an AGM, UNISON shall provide the Director of Human Resources with the names of the elected officers, job titles and any changes of representative or duties (e.g. whether elected to a regional or national trade union body). On receipt of such details, Human Resources shall notify the officer's manager of the relevant appointment.

4.4 Human Resources shall provide the relevant secretary of UNISON with an up to date copy of the University's HR policies and procedures. It shall be the responsibility of UNISON to ensure that newly appointed officers are made aware of these policies and that all officers are kept up to date with relevant policies and procedures.

4.5 Human Resources shall also provide the Chair of UNISON with a monthly list of new employees and leavers.

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- 4.6 Union officers shall be afforded reasonable paid time off, to undertake their trade union duties and to participate in trade union training in accordance with the Time Off and Facilities for Trade Union Duties and Activities Agreement.

### 5. **Procedures for negotiation and consultation**

- 5.1 In the first instance day to day issues will normally be discussed between the appropriate representatives of UNISON and the appropriate line manager or the Human Resources Department.

#### 5.2 Joint Consultative and Negotiating Committee (JCNC)

The parties to this agreement shall form a Joint Consultative and Negotiating Committee (JCNC) which shall meet on at least two occasions per academic year. This arrangement shall not preclude the convening of extraordinary JCNC meetings at the request of either side. The purpose of the JCNC will be to consult or negotiate, as appropriate, on matters, which are common to the contracts of employment or working conditions of their members recognised by the University, which either the Management side or the Staff side wish to raise.

- 5.2.1 The business of the JCNC will be underpinned by:

- i. consultation, negotiation and disputes as defined in Parts IV and V of the Trade Union and Labour Relations (Consolidation) Act 1992;
- ii. disclosure of information as defined in Sections 181 – 185 of the Trade Union and Labour Relations (Consolidation) Act 1992;
- iii. or relevant legislation as enacted

- 5.2.2 The JCNC shall comprise of up to two representatives from each recognised trade union and up to six representatives nominated by the University. The representatives nominated by the University shall normally include the Director of Human Resources and a Deputy Vice Chancellor or, where their absence is unavoidable, their representative. Extra representatives may attend for specific agenda items by prior agreement between the Director of Human Resources and the Secretary of the trade union side. Either party may request the presence of a full time union official and/or of the Chief Executive.

- 5.2.3 The Chair shall alternate annually between a representative of the trade union side and a representative of the management side, for a trial period of 2 years in the first instance. A Committee Secretary shall take minutes of all meetings and, once agreed between the two Secretaries prior to the next meeting, shall form an agreed record of the meetings. The University will provide the Secretary.

- 5.2.4 Notice of a meeting together with the agenda and appropriate papers shall normally be circulated eight working days in advance of the meeting.

- 5.2.5 Agenda items from either side should be received by the Committee Secretary ten working days in advance of the meeting. Urgent items may be tabled with the joint agreement of the Director of Human Resources and the Secretary of the trade union side.

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- 5.2.6 Meetings may only be cancelled or rescheduled by either the Director of Human Resources or the Secretary of the trade union side. Extraordinary meetings will be held at the request of either side.
- 5.2.7 A quorum for the JCNC will be three members of the management side and at least one member from each of three recognised trade unions.
- 5.2.8 Where staff necessarily incur additional expense in order to travel to attend meetings of the JCNC between sites they shall be recompensed for their travelling expenses in accordance with normal University policy.

### **5.3 UNISON & GMB Liaison Group (UGLG)**

- 5.3.1 In addition to the JCNC, London Metropolitan University and UNISON agree to consult and negotiate, as appropriate, on employment matters as defined under UK employment legislation, and within the above interest group, on issues which are specific to the academic staff they represent.
- 5.3.2 The following clauses will apply to the function of the interest group:
  - 5.3.2.1 The interest group will comprise of up to four elected union officers and up to four representatives of University management, one of whom should be the Director of Human Resources, or, in their absence, their representative.
  - 5.3.2.2 Each meeting will be minuted by a Committee Secretary who will be provided by the University.
  - 5.3.2.3 The Committee Secretary will prepare agendas and minutes of meetings held and obtain the agreement of both sides.
  - 5.3.2.4 With the prior agreement of the Management nominee and the union spokesperson, other employees of the University may be invited to attend for particular agenda items or for training purposes as observers. The purpose of such meetings is for local resolution and so the full-time officials shall not normally be invited and where they are it must be by mutual prior agreement. They will be super-numerary to the elected union officers.
  - 5.3.2.5 The quorum for the interest group shall be of two representatives from each side.
  - 5.3.2.6 One meeting of UGLG shall normally be held each semester.
  - 5.3.2.7 Extra-ordinary meetings will be held at the request of either side.
  - 5.3.2.8 In order to facilitate business, side meetings may be arranged on an ad-hoc basis to discuss specific issues. Membership shall be flexible, based on availability at the time.

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5.3.2.9 The agendas shall be drawn up jointly by the Management side nominee and the union side spokesperson and circulated with relevant papers five working days before the interest group meeting.

5.3.2.10 Draft minutes shall be produced within 10 working days of the meeting and shall be agreed between the Management side nominee and the union side secretary.