

TRADE UNION RECOGNITION & PROCEDURAL AGREEMENT

between

SOAS, University of London
Thornhaugh Street, Russell Square, London WC1H 0XG

and

University and College Union (UCU)
Carlow Street, London NW1 7LH

1. DEFINITION OF TERMS

In this Agreement:-

SOAS refers to the employer, SOAS, University of London (the School)

The Union refers to the University and College Union (UCU)

Employees refers to all employees of SOAS

2. COMMENCEMENT DATE

This Agreement commences on 26th June 2014.

3. OBJECTIVES

3.1 In drawing up this agreement, SOAS and the Union recognise their shared commitment to the sustainability and success of the School and to the principle of effective joint working.

3.2 The purpose of this agreement is to determine trade union recognition and representation within SOAS and establish a framework for consultation and collective bargaining.

3.3 The parties have identified common objectives they wish to pursue and achieve. These are:

3.3.1 to ensure that employment practices in SOAS are conducted to the highest possible standards;

3.3.2 to enhance effective communication with all SOAS employees;

- 3.3.3 to achieve greater engagement of all employees on the issues to be faced in running and developing SOAS; and
 - 3.3.4 to ensure that equal opportunities are available to employees or prospective employees and that the treatment of employees will be fair and equitable in all matters of dispute.
- 3.4 As part of this agreement, both parties commit to working together in accordance with the School's values of dignity, courtesy and respect.

4. GENERAL PRINCIPLES

- 4.1 SOAS and the Union accept that the terms of this agreement are binding in honour upon them but do not constitute a legally enforceable agreement.
- 4.2 SOAS and the Union acknowledge that different viewpoints can exist and be valid.
- 4.3 The Union recognises SOAS's responsibility to plan, organise and manage the work of SOAS in order to achieve the best possible results in pursuing its overall vision and strategy.
- 4.4 SOAS recognises the Union's responsibility to represent the interests of its members and to work for improved terms and conditions of employment for them.
- 4.5 SOAS encourages employees to become members of an appropriate union.
- 4.6 SOAS and the Union recognise their common interest and joint purpose in furthering the aims and objectives of SOAS as set out in the "Vision and Strategy for the 2016 Centennial and Beyond" and in achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintain good industrial relations.
- 4.7 SOAS and the Union accept the need for joint consultation and collective bargaining in securing their objectives. Both parties acknowledge the value of up to date information on important changes which affect employees of SOAS.
- 4.8 SOAS and the Union recognise that they must work together to foster an environment which encourages communications, co-operation, high standards and appropriate levels of support for staff.
- 4.9 SOAS and the Union are committed to the development of policies and procedures that promote equality in line with all legislation.

5. UNION REPRESENTATION

- 5.1 SOAS recognises UCU/Unison as a trade union with which it will consult and/or negotiate, as appropriate, in all matters set out in Section 7 of this agreement.
- 5.2 SOAS recognises the Union as a body that represents their members for the purposes of informing and consulting the workforce.

- 5.3 SOAS accepts that the Union's members will elect representatives in accordance with their Union rules to act as their spokespersons in representing their interests.
- 5.4 The Union agrees to inform SOAS of the names of all elected representatives in writing within five working days of their election and to inform SOAS in writing of any subsequent changes, each time within five working days of the change having taken place. Persons whose names have been notified to SOAS shall be the sole representatives of the UCU/Unison membership for the purposes of information and consultation.
- 5.5 SOAS recognises that Union representatives fulfil an important role and that the discharge of their duties as Union representatives will in no way prejudice their career prospects or employment with SOAS.
- 5.6 SOAS undertakes to inform the Union representatives of the name of any School employee who is a UCU/Unison member, when known, faced with disciplinary action to enable the Union to make appropriate arrangements for representation. This information will be limited to the name of the member only.
- 5.7 SOAS and the Union recognise that all SOAS employees have the right to be members of the Union and to be represented by the Union in all relevant matters and in accordance with this agreement.
- 5.8 The role of the individual Trade Union Representative is confirmed as:
- Participating in the conduct of grievance and disciplinary procedures;
 - Participating in consultative arrangements on matters that affect members interests;
 - Participation in negotiation;
 - Working with SOAS and employees to maintain good employment relations.
- 5.9 SOAS will inform all new employees of this agreement and will encourage them to join the union by providing facilities for representatives to talk to School employees as part of their staff orientation session.
- 5.10 SOAS will undertake the check-off of trade union subscriptions for any School employee requesting this facility.

6. UNION MEETINGS AND OTHER FACILITIES

- 6.1 Meetings of Union members may be held on SOAS premises outside working hours and there shall be no restriction on the frequency or duration of such meetings. Such meetings will be open to all School employees who are members of UCU/Unison.
- 6.2 Where necessary for the purposes of informing and consulting the workforce, meetings of staff may be organised by the Union on SOAS's premises outside working hours. Such meetings will be open to all School employees.
- 6.3 Meetings of Union members may be held on the SOAS's premises inside working hours provided that prior consent for such meetings shall be obtained from SOAS by the Union. Such consent shall not unreasonably be withheld. The Union shall provide SOAS with a timetable of regular Union meetings or give at least three working days notice of the intention to hold a meeting.

- 6.4 SOAS agrees to provide defined facilities to the Union representatives to enable them to discharge their duties including: provision of secure office space; a notice board; access to confidential telephone, fax, internal mail and email; reasonable use of equipment such as telephones, photocopiers, and PCs; reasonable accommodation for meetings and trade union education.
- 6.5 Subject to the agreement of SOAS and in accordance with the Agreement on Time Off for Trade Union Duties (See Appendix 3), Union representatives will be permitted to take reasonable paid time off during working hours to enable them to carry out their duties under this agreement, to take part in Trade Union Activity and to attend relevant training courses run by UCU/Unison. Any dispute shall be referred to the Joint Negotiating and Consultation Committee (as defined in clause 7.1) for agreement.

7. JOINT NEGOTIATING AND CONSULTATIVE COMMITTEE (JNCC)

- 7.1 SOAS and the Union agree to set up a **Joint Negotiating and Consultative Committee (JNCC)** consisting of representatives of SOAS and recognised trade union representatives.
- 7.2 The **JNCC** shall be governed by a written constitution, a copy of which is attached to this Agreement (Appendix 1).
- 7.3 The functions of the **JNCC** shall include:-

7.3.1 Information

To share information: - SOAS undertakes to supply the Union with the necessary information for it to carry out effective consultation and negotiation. This shall include SOAS employment policies and procedures and proposed amendments and additions, plus information on recent and probable developments of SOAS and its financial situation.

Both parties must keep each other informed of all relevant matters. Relevant information will be provided promptly and in good faith.

7.3.2 Consultation

To be the main forum for consultation between SOAS and its employees on all matters of mutual interest. The following matters shall be the subject of consultation:-

- Employee amenities
- Equal opportunities policies (through the Equality & Diversity Committee)
- Health and safety (through the Health & Safety Committee)
- Job descriptions
- Pensions (through the appropriate pension scheme negotiating body)
- Recruitment Policy
- Redundancy and redeployment
- Reorganisation of staff
- TUPE / Contracting out
- Sickness absence management procedures
- Training

- Any other item which both sides agree to refer

SOAS will additionally consult on restructures and reorganisations, especially any threat to employment, and on changes in work organisation and related contractual changes, including redundancies and transfers, under the Management of Reorganisation and Change Policy and/or the Redundancy and Redeployment Policies and Procedures, as appropriate.

7.3.3 Negotiation

To negotiate with a view to reaching agreement on the following matters:-

- Terms and conditions of employment for existing employees on Grades G2 - G9/Ac4
- London Weighting Allowance
- Hours of work
- Annual leave and sickness leave and pay
- Disciplinary and grievance procedures
- Grading review procedures
- Overall salary structure for Grades G2 - G9/Ac4
- Any other item which both sides agree to refer

Matters negotiated nationally, such as annual pay awards which are negotiated through the JNCHES national body, will not be the subject of local discussion, except in terms of local implementation. However, it is agreed that the London Weighting Allowance may be the subject of local review following the lodging of a joint union London Weighting Allowance pay claim. This would need to be submitted before the Easter vacation in order for any agreed uplift to be applied in time for the forthcoming session.

8. COLLECTIVE DISPUTES

- 8.1 In order to resolve collective disputes arising from a failure to agree in the negotiating forum, there shall be a timetable of meetings, involving representatives of SOAS Executive Board, to seek to resolve any dispute (see Appendix 2). Both SOAS and the Union will be entitled to have advisors at any dispute meeting, subject to the agreement of both sides.

9. VARIATION, DURATION AND TERMINATION

- 9.1 This Agreement, in which SOAS voluntarily recognises the Trade Unions, will be reviewed jointly 12 months from the date of implementation.
- 9.2 This Agreement may be amended at any time with the consent of both parties.
- 9.3 This Agreement will be subject to termination by either side, with one party required to give the other three months' notice in writing to that effect. The Agreement between the School and the other Trade Union will remain.

SIGNED for SOAS *Paul Welch* SIGNED for UCU *A. P. Young*

DATE *26/6/2014*

DATE *26/6/14*

CONSTITUTION OF THE JOINT NEGOTIATING AND CONSULTATIVE COMMITTEE

1. TITLE

The Committee shall be known as the Joint Negotiating and Consultative Committee (JNCC).

2. OBJECT

To establish a workable and effective arrangement for good industrial relations, for the avoidance of any misunderstanding and for the promotion of joint participation in all matters of common interest and concern on a genuine consultative and negotiating basis at School level, as outlined in Section 7 of the Recognition and Procedural Agreement.

3. MEETINGS

3.1 Meetings of the JNCC shall normally be held once every term with a prepared agenda which shall be issued seven days before each meeting. The Agenda shall provide for any other business of an urgent nature to be discussed.

3.2 Emergency meetings to discuss urgent staffing issues may be called by the Secretary of the JNCC after a request by either SOAS or the recognised Unions. Such meetings must be convened within fourteen days, unless the side requesting the meeting agrees otherwise, but always within twenty-eight days.

4. SCOPE OF COMMITTEE

The JNCC is authorised to consider all matters specified in Section 7 and to negotiate on matters specified in Clause 7.3.3 of the Recognition and Procedural Agreement.

5. CONSTITUTION

5.1 The JNCC shall comprise an Employer's side and a Trade Union side.

5.2 The Employer's side shall consist of six persons nominated by the School's Governing Body, at least three of whom shall be members of the Executive Board.

5.3 The Union side shall consist of three representatives of UNISON and three representatives of UCU/UNISON who shall be School employees and elected by their respective union membership within the School.

5.4 Each side shall confirm the names of its representatives to the Secretary on an annual basis and inform the Secretary immediately of any changes in the interim period.

- 5.5 Each side shall make every effort to send its confirmed representatives to each meeting but substitution will be permitted on both sides where it cannot be avoided.
- 5.6 The Union side and the Employer's side will be entitled to have advisors in attendance who will have speaking rights. Except in the case of special meetings, each side shall give a minimum of seven days' notice to the other side of its intention to invite such advisors to the meeting.
- 5.7 The Chairperson for each meeting of the JNCC shall be nominated alternately by the Union side and the Management (Employer's) side.
- 5.8 An HR Manager nominated by the HR Directorate will be appointed secretary of the JNCC, with responsibility for convening meetings, preparing the agenda in consultation with both sides, and taking and circulating minutes. Minutes shall be subject to the agreement of the Committee and will be signed by the Chairperson of the meeting at which they are agreed.
- 5.9 Open minutes will be published on the School's website, in accordance with normal committee practice, once agreed. Details of negotiations will be noted in the confidential reserved minutes.
- 6.0 Meetings shall be judged to be quorate if four members of both sides are present, with at least one representative of each Union and one member of Executive Board in attendance.
- 6.1 The JNCC will have the right to set up working groups to consider particular issues or policies, and to decide on their membership. Working groups cannot make decisions, only recommendations to the JNCC.

6. STATUS OF RESOLUTIONS

The intention of both sides in the JNCC will be to reach a resolution on matters discussed. Ratification by the respective parties (Executive Board, Governing Body or other School committee, as appropriate, and the Union Branch membership) shall be required before an agreement is deemed to be reached by all relevant parties, and finally signed off by the JNCC.

7. DISPUTES

In the event that the JNCC records a failure to reach a resolution acceptable to one or both Unions, a special meeting of the JNCC will be convened within 15 working days of the initial meeting to discuss the matter. Should a resolution not be reached at the special meeting, the relevant Union in dispute or the School may instigate the Collective Disputes Procedure.

SIGNED for SOAS *Paw Wesley* SIGNED for UCU *A.P. Young*

DATE *26/6/2016* DATE *26/6/14*

COLLECTIVE DISPUTES PROCEDURE

1. Purpose

The purpose of this procedure is to provide a framework acceptable to SOAS management and the recognised trade unions, in which collective disputes can be resolved when negotiation on a collective bargaining issue breaks down.

2. Scope

This procedure will be followed when:

- (i) a collective dispute arises outside the established consultative and negotiating procedure (JNCC) or;
- (ii) the established consultative and negotiating procedure through the JNCC has been exhausted.

NB: This procedure will not normally be used to consider individual discipline, grievance (collective grievance or individual), or grade/salary or other issues for which redress exists through other procedures.

3. Procedure

- 3.1 Where all parties agree that there appears that all scope for progress through normal negotiations has been exhausted, either the employer or any of the trade unions recognised at SOAS may give formal notice to all parties that it is applying this dispute resolution procedure.
- 3.2 Following receipt of such notification the parties will agree within seven days on dates for at least two emergency meetings to seek to resolve the dispute. Unless otherwise agreed, these meetings will take place within the following fourteen days.
- 3.3 Attendance at these meetings will include regional full time union officers and representatives of the recognised trade union(s) in dispute, together with the HR Director and other appropriate senior members of the SOAS Executive Board and / or other School employees depending upon the issue.
- 3.4 The focus of these meetings will be on reaching a settlement of the issue(s) in dispute. Such settlement should also seek to include recommendations on how similar disputes might be avoided in the future
- 3.5 Further focus on these meetings beyond this initial period may take place where it is agreed between the parties.

- 3.6 If it has not been possible to resolve the dispute through these series of meetings, the parties will consider whether third party assistance – possibly using ACAS for mediation and conciliation, would be helpful. A decision on this should normally be taken within the following seven days
- 3.7 Throughout the period for dispute resolution and for third party assistance, SOAS will not impose a resolution and the trade unions will refrain from taking any form of industrial action until the procedure has been fully exhausted. Existing working practices will continue during this period (i.e. “status-quo” will apply).
- 3.8 The dispute procedure will be reviewed in line with any review of collective bargain procedures at SOAS following any change to national agreements
- 3.9 Outcomes from any stage in the procedure will be jointly agreed and decisions communicated jointly using agreed media. All parties will refrain from using any media to make unilateral statements until the disputes procedure has been fully exhausted.

4. Notes

- 4.1 This disputes procedure may be varied by agreement between management and the trade union(s) in the course of dealing with a dispute where that will assist in bringing about earlier resolution.
- 4.2 This disputes procedure does not prevent initiatives being undertaken with a view to resolving a dispute without recourse to further stages.

SIGNED for SOAS *Paw Welly* SIGNED for UCU *A. P. Yang*

DATE *26/6/2017* DATE *26.6.17*