

## **RECOGNITION AGREEMENT BETWEEN:**

**GOLDSMITHS' COLLEGE ("Goldsmiths" or "The College")**

**AND**

- i) UNIVERSITY AND COLLEGES UNION ("UCU")**
- ii) UNISON**

### **PURPOSE AND INTENT**

1. The College and the Unions recognise that good employment relations have a fundamental role in ensuring the success of Goldsmiths as a higher education institution. Goldsmiths believes that the most effective way of conducting collective bargaining, on matters of interest to staff in Grades 1 to 10, is through the route of consultation and negotiation with independent Trades Unions. It also believes that dealing with matters of consultation and information sharing on issues affecting staff in grades 1 to 10 where there are statutory provisions to do so, is best conducted through discussions with recognised independent Trades Unions. Goldsmiths also recognises the positive benefits of regular consultation and information sharing in appropriate fora with staff representatives drawn from recognised independent Trades Unions.
2. To that end, the College exclusively recognises two Trades Unions, namely UCU and UNISON.

### **Staff Groups Covered by this Agreement**

3. For the purposes of collective bargaining, consultation and information, this agreement covers staff in Grades 1 to 10.
4. For the purposes of individual representation, Goldsmiths recognises the right of individuals to be represented by an accredited Trades Union representative. The College will not therefore refuse staff representation by any Trades Union representative an individual may choose (whether or not that representative is from UCU or UNISON). By the same token, neither will it refuse staff who are outside grades 1 to 10 the right to be represented on individual matters by an accredited representative of UCU, UNISON or any other Trade Union.

### **Disclosure of Information**

5. The College will adhere to the ACAS Code of Practice on matters relating to the disclosure of information for collective bargaining purposes.
6. The College will provide the Trades Unions on a quarterly basis a list of starter and leaver employees of Goldsmiths in Grades 1 to 10,

including any part time or fixed term staff. It will provide the data in accordance with the data use registration under the Data Protection Act applying to the College. It is accepted that lists can, at times, become out of date, and it is agreed that the College will provide a full list of staff in Grades 1 to 10 – as far permitted under the Data Protection Act – on an annual basis in October of the appropriate college year.

## **NEGOTIATION, CONSULTATION AND INFORMATION**

**The College is committed to dealing with the Unions on matters that are internal to Goldsmiths using the three means below:**

### **7. Negotiation.**

Negotiation refers to a process of discussion between Goldsmiths and the Trades Union(s) with the purpose of reaching agreement and avoiding disputes.

Negotiations between Goldsmiths and the Trades Unions will take place on matters which affect the contractual terms and conditions of employment of staff in Grades 1 to 10, which are not covered by another negotiating body. For instance, increases in rates of pay are negotiated at national level and are therefore outside the remit of negotiation within Goldsmiths' Bargaining Machinery.

### **8 Consultation**

Consultation is a process involving a genuine exchange of views and information on issues of mutual concern and is based on the general principle that the mere passage of information is not consultation. Consultation is a means of putting forward and jointly considering alternative options and involves an opportunity to influence decisions and their application. It involves seeking solutions which are mutually acceptable, without the necessity to reach agreement on all matters.

Goldsmiths and the recognized Trades Unions will discuss matters of mutual interest which are either defined by statute, such as proposed redundancy of staff numbers in excess of 20 over a defined period, or which concern proposed changes that will or may affect staff in grades 1 to 10, such as planning decisions or changes in policies, procedures or services. This will include discussions on changes that lead to the allocation or the reallocation of work or the duties of employment as between workers or groups of workers.

### **9 Information**

Information is to provide data or reports on decisions from either party to the other on matters that have either already been the subject of negotiation or consultation in internal or other fora, or facts which it is deemed important or useful to share with the other party.

## PROCEDURES FOR CONSULTATION AND NEGOTIATION

- 10 Where there are failures to agree on matters of negotiation (see above for definition) the parties will operate a disputes resolution process as attached in attachment 2.

## TERMINATION AND VARIATION OF AGREEMENT

- 11 Either party may vary or terminate this agreement by giving six months' notice in writing of the intention to do so.
- 12 Variations to the agreement can be made providing that all parties agree.
- 13 In accordance with the provisions of the Trade Union and Labour Relations (Consolidation) Act 1992 Part IV section 179, clause 3 (b) the parties to this agreement agree that the Agreement is not a legally enforceable contract.

## DATE OF AGREEMENT

This agreement replaces all previous recognition agreements between the parties and is effective from the date of the last signature dated below:

For and on behalf of Goldsmiths, University of London

.....  
(Name) *[Signature]* Date 9-6-2010

.....  
(Name) *[Signature]* Date 9/6/2010

University and Colleges Union

.....  
(Name) *[Signature]* Date 9 June 2010

.....  
(Name) *[Signature]* Date 9/6/2010

UNISON

.....  
(Name) *[Signature]* Date 9/6/2010

..... y d h m .....  
(Name)

..... 9/6/10 .....  
Date

## JOINT NEGOTIATION AND CONSULTATION COMMITTEE

1. The JNCC normally meets once per term, but other meetings can be called by either party in the interim.
2. Membership of the JNCC is detailed in the box below. Either side may also request the attendance of non-members at the committee which the other party will not unreasonably refuse. For instance, the Trades Unions may wish to ask for full time officers to be present at the meeting, and conversely Goldsmiths' representatives may wish to invite the Warden or others to attend for specific items.
3. Notices of meetings with agenda and appropriate papers will normally be circulated, by the secretary to the JNCC, 8 days in advance of the meeting. Urgent issues may be raised in a shorter timescale where necessary. Draft minutes of each meeting will be circulated to all attendees within 5 working days for comment and correction, prior to formal confirmation at the next meeting.
4. Meetings may be cancelled or rescheduled with the agreement of all parties.

Composition
<i>Goldsmiths representatives:</i>
Chair: Registrar and Secretary
Two Pro-Wardens appointed by the Warden
Director of Human Resources
<i>Staff representatives:</i>
Two members of staff nominated by the local branch of UCU:
Two members of staff nominated by the local branch of UNISON:
Secretary: from Goldsmiths

## **DISPUTES RESOLUTION PROCEDURE**

### **STAGE 1**

If during the course of a Joint Negotiation and Consultation Committee, or at any other time, the parties fail to agree on matters subject to negotiation (see above), a special meeting of the Committee will be convened within 10 working days after the initial meeting or failure to agree. This is to allow each party to give further consideration to the matter under discussion with a view to reaching agreement.

### **STAGE 2**

If at this subsequent meeting the parties record a failure to agree then the procedure will be deemed to have been exhausted.

It is agreed that until this procedure has been exhausted there shall be no stoppage of work or any other form of industrial action. Neither shall the management side impose a contractual change nor a change in working practices.

### **EXHAUSTION OF THE PROCEDURE**

If the parties have exhausted the procedure, they may choose to have recourse to conciliation by a mutually agreed third party, for instance ACAS,

## **TIME OFF AND FACILITIES FOR TRADE UNION DUTIES AND ACTIVITIES**

The College recognises the right of Trade Union representatives and Union members to be permitted to have reasonable paid time off during working hours to carry out certain trade union duties and to attend meetings.

It is expected that all parties will ensure that time off is limited to that which is absolutely necessary. Representatives are expected to have due regard for the needs of Goldsmiths to operate efficiently and effectively. Wherever possible representatives will organise meetings at times designed to minimise interruption to normal working.

The Trades Unions will keep the College informed of any changes to their representatives by writing to the Director of Human Resources, giving as much advance notice as possible before the new representative takes up their role. The information will contain details of any specific role that the representative is undertaking on behalf of the Trades Union, the duration of their term of office with dates, the scope of their role and the name of any representative that they are replacing.

### **TIME OFF FOR TRADE UNION DUTIES**

The College agrees to provide an allowance for each Trade Union to facilitate the effective performance by trades union representatives of their general trade union duties.

Each Trades Union will be provided with salary replacement costs as follows:  
0.5FTE salary cost for the Branch Secretary of Unison;  
0.5FTE salary cost for the Branch President of UCU; to be used as agreed from time to time between HR, Unions and heads of departments of the officials noted above.

Trade Union duties include (but are not limited to):

- Preparing for and attending JNCC meetings and meetings of other College committees on which the unions have representation
- Informing members about consultations or negotiations with management and other issues relevant to members.
- Attending meetings with other lay officials and full time officers.
- Maintaining the effective organisation of the Goldsmiths branch of their trades union.

- Matters related to health and safety and learning as provided for in statute
- Time off to represent members in grievance and disciplinary matters will be agreed on an ad hoc basis and will be such as is reasonable under the individual circumstances.
- In the event that supplementary negotiating fora are needed (for example, revising the pay structure) additional time may be made available by mutual agreement

### **TIME OFF FOR TRAINING OF TRADE UNION REPRESENTATIVES IN ASPECTS OF INDUSTRIAL RELATIONS**

The College recognises the statutory provisions for reasonable paid time off for training of representatives in matters relevant to the performance of their trade union duties. Accordingly the College will grant reasonable paid time off to Trade Union representatives to attend relevant training which must be approved by their Union or the Trades Union Congress.

Requests for time off for training must be submitted to the individual's line manager as early as possible and wherever possible no later than 10 working days prior to the date of the course. A copy of the course syllabus should be made available if requested.

### **TIME OFF FOR TRADE UNION ACTIVITIES**

The University recognises that in order to operate effectively and democratically, trade unions need the active participation of members.

- Accordingly, the College will timetable for each of the recognised Trades Unions to hold three branch meetings during each academic year. If either or both unions wish to call further branch meetings from time to time, they will give management, wherever possible, seven days' notice.
- A trade union member who is employed by the College will be permitted reasonable paid time off during working hours to take part in recognised union activities such as analysing members' learning needs or attending health and safety, equal opportunities and regional or national meetings of the unions, called to determine policy on pay and conditions in the Higher Education sector. The member shall give their line manager as much notice as possible of their proposed attendance and seek permission for release from normal duties, including travelling time if the meeting is off site. Agreement to release and payment for attendance at such meetings shall not be unreasonably withheld. However Trades Union officers and representatives agree that they will make every effort to keep disruption to normal working to a minimum.



- If a Union member is elected as a TUC or union conference delegate on behalf of either Union, the member shall, wherever possible, give their line manager one month's notice of their proposed attendance and seek release from work. Agreement to release and payment for the time spent in attendance at conferences shall not be unreasonably withheld.

- **Departmental Representatives**

To ensure full representation, consultation and communication of the views of Union members, each union has a structure of Departmental Representatives. The College will be notified of the names of Departmental Representatives as soon as they are known and the unions will inform the College of the names of any representatives replaced.

## **FACILITIES**

The College will provide to each Union;

- Rooms in which to hold union meetings, which should be booked by representatives through the normal procedures;
- Provision of and access to a notice board in a prominent position;
- Provision of office space for the use of each union, which shall be suitable for confidential meetings between union members and representatives;
- Use of Goldsmiths' telephone, IT network and within reasonable cost limit postal systems free of charge;
- A photocopying budget to cover 2000 copies, to be reviewed annually at the beginning of each Academic Year, and access to photocopying/printing facilities on condition that these facilities must not be used to organise Industrial Action against the University;
- The opportunity during staff induction for Union representatives to address new members of staff;
- The College agrees to operate a payroll check-off system for the payment of union subscriptions, subject to written authorisation from the employee and written notification of the amount from the Union; the amounts deducted to be forwarded to the designated Union office.

## **CIRCULARS AND BULLETINS**

The College recognises the right of lawful free speech in the exercise and conduct of industrial relations. Both the College and Unions recognise each other's right to make critical comment and to circulate information as part of the industrial relations process.

Unions will take collective responsibility for all their own official public bulletins and circulars.