Birkbeck College (University of London)

PROCEDURE AGREEMENT BETWEEN THE LOCAL BRANCHES OF AMICUS AND UNISON, AND BIRKBECK COLLEGE

GENERAL PRINCIPLES

1. It is the intention of this Agreement to foster the best possible relations between Birkbeck College (hereafter referred to as the “College”) and the local branches of Amicus and UNISON (hereafter referred to as the “Unions”), and to provide a mutually understood method for discussion, consultation and negotiation.

2. This Agreement covers the following staff:
   - For Amicus - All technical, craft and related staff employed by the College
   - For UNISON - All clerical, manual and related staff employed by the College
   - For Both Unions - Such other staff as may be agreed by both management and the Unions

3. This machinery shall cover all local conditions of employment for the above staff groups, with the exception (other than for interpretation and application) of matters that are negotiated nationally through the Joint Negotiating Committee for Higher Education Staff (JNCHES).

4. Both the College and the unions accept that the provisions of this Agreement carry an obligation to arrange discussions in order to resolve issues and consult on matters as quickly as possible, and as near as possible to the point of their origin.

Facility Agreement

5. Reasonable facilities will be granted for recognised union representatives to carry out their responsibilities under this Agreement, including:

   5.1. The facility for a local union representative to leave their place of work during their normal working hours in the course of trade union duties, within the terms of the Agreement. Any leave will be subject to gaining prior permission from the Head of School or Administrative Section (or a nominee). Permission for leave will not be unreasonably refused.

   5.2. This facility will be granted to up to 9 UNISON representatives, and up to 7 Amicus representatives for the pursuit of all branch union matters (including health and safety). Each union will be required to inform the Director of Human Resources of the names, job titles, and department/school of each of these representatives, in writing by the beginning of each academic year, and of any changes made during the year.

   5.3. Accommodation will be provided for union meetings, where available. Meetings should be held outside of normal working hours wherever possible.

   5.4. Noticeboards will be provided to each of the unions for official union business.
5.5. Facilities for attendance at appropriate training courses, as agreed between the College and the unions. Prior permission must be sought from the Head of School or Administrative section (or nominee) before booking such courses. This facility includes attendance at the union’s national conference.

6. Should a disagreement arise, informal and formal discussions within the framework of the Staff Joint Committee will be entered into, and if necessary the appropriate College procedure followed. Only once these have been exhausted, will either party *be considered to be in dispute and may initiate* industrial action (*such as strikes, work stoppages, lock-outs or where relevant, alter the contractual terms at issue*). This will not apply to any industrial action organised at a national level.

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

8. The right of any employee, whether or not they are a union member, to request a personal interview with a representative of the College will in no way be limited by this agreement.

9. All parties will agree to honour the provisions of this agreement. However, it does not limit the statutory rights of either party.

**TERMS OF REFERENCE FOR THE CLERICAL, CRAFT, MANUAL, TECHNICAL AND RELATED STAFF JOINT COMMITTEE**

10. This Joint Committee will consider any issues relating to the local terms and conditions of employment for all clerical, craft, manual, technical and related staff within the College, and any other College matters that are of interest or affect some, or all staff. Issues may be raised by either College management or the Secretaries of each of the local unions.

11. The Joint Committee will only consider general issues, except as otherwise provided in the Agreement, or when either side considers that an issue raised by an individual has implications for all, or a substantial number of other staff.

**Composition of the Joint Committee**

- **College Representatives** – 6 members, to include the Master and College Secretary
- **Local Union Representatives** – 6 members (3 from UNISON and 3 from Amicus)

12. A meeting will be considered quorate, if there are at least 2 representatives from each side present, unless both sides agree otherwise.

13. College Representatives will be appointed as members for a period of 3 years. Membership will be reviewed annually, and any new appointments or replacements made at the appropriate time. Members may only be persons employed by the College.

14. A Chairperson will be appointed by the Management side, UNISON and Amicus, and the Chair will rotate between the three parties.
15. Each party shall appoint a Secretary, and Human Resources will provide secretarial services for the Joint Committee 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.

16. The Joint Committee will meet once a term. Dates for each year’s meetings will be set before the start of the academic year and published in the College’s Calendar of Meetings.

17. Additional meetings may be arranged if required and agreed by the joint Secretaries.

18. Whenever either side presents new or amended policies or procedures to a meeting of the Joint Committee for its consideration, the other side should present their views on them as soon as possible before the next Joint Committee meeting. In certain cases, separate meetings may be held to discuss policies outside of the Joint Committees to facilitate their effective implementation. The intention of this mutually agreed deadline is to resolve matters as speedily as possible.

19. Whenever new policies or procedures are proposed which would apply to all staff groups, all trade union representatives will participate jointly in ‘single-table’ bargaining process with College Management representatives. This will ensure that no union will commit another union’s members to an agreement on an issue. Again, dedicated meetings may be set up outside of the Joint Committees to achieve this.

20. While it is for the representative of each side to report back to those whom they represent, the Joint Committee has the right to report directly to Governors on issues, which it has been unable to resolve.

21. Amendments to this Agreement may be made at any time with the consent of all parties.

22. This Agreement shall commence on 17 November 2005 and shall continue in force until three months’ (or less if all parties are in agreement) written notice of termination be given by any of the parties.

Signed:…………………………………………..Date:…………………………….

Name:…………………………………………………………..
(College Management Side)

Signed:…………………………………………..Date:…………………………….

Name:…………………………………………………………..
(UNISON)

Signed:…………………………………………..Date:…………………………….

Name:…………………………………………………………..
(Amicus)