

**BIRKBECK COLLEGE**  
(University of London)

**PROCEDURE AGREEMENT BETWEEN BIRKBECK COLLEGE AND THE BIRKBECK  
COLLEGE ASSOCIATION OF UNIVERSITY TEACHERS IN RESPECT OF ACADEMIC  
AND RELATED STAFF EMPLOYED BY BIRKBECK COLLEGE**

PREAMBLE OF GENERAL PRINCIPLES

1. It is the spirit and intention of the Agreement to foster the best possible relations between Birkbeck College, University of London (hereinafter referred to as the "College") and the Birkbeck College Association of University Teachers (hereinafter referred to as "the Association") and to this end to provide a mutually understood method of discussion, consultation and negotiation. The Agreement relates to :
  - all academic staff engaged in teaching and/or research; and
  - all Administrative, Library or Computer staff who are employed on academic-related conditions of service; and
  - such other staff as may be agreed by both sides;
2. All local conditions of employment of academic and related staff shall be covered by this machinery with the exception (other than for their interpretation and application) of matters which are negotiated at national and/or University of London levels.
3. Both the College and the Association accept that the provisions of this Procedure Agreement carry the obligations to arrange discussion under the machinery provided as quickly as possible with the aim of settling the issue as near as possible to the point of origin.
4. Reasonable facilities shall be granted for recognised Association representatives to discharge their responsibilities under this Agreement, including in particular:
  - (a) facilities for a local Association representative to leave the place of work during normal working hours in the course of Association duties within the terms of the Agreement, subject to obtaining prior permission from the Chairman of (Academic) Department or Head of Administrative Section\* or nominee, such permission not to be unreasonably withheld; the number of representatives to whom these facilities are to be granted shall not exceed 9 (for the pursuit of all branch Association matters, including health and safety) and their names and departments shall be notified in writing to the Personnel Officer before the beginning of each academic year. The Personnel Officer will then notify the relevant Chairman of (Academic) Department or Head of Administrative Section \* or nominee. Changes in representatives during the academic year shall be similarly notified;
  - (b) accommodation for Association meetings, where possible.
  - (c) noticeboard(s), which should be provided for official Association business;

\* 'Administrative section' includes Central Computing Services and the Library.

5. If a dispute arises between the Association and the College, there shall be no stoppage of work, strike, lock-out or any other industrial action by either party and no alteration shall be made by the College in the contractual and customary Conditions of Employment at issue until both parties agree that discussions in joint committees (the arrangements for which are specified in sections 9 to 18 of this Agreement) have been exhausted. Nothing in this Agreement shall preclude the Association and its members participating in official action called for by the National Association of University Teachers.
6. The right of any employee, whether a member of the Association or not, to request a personal interview with a representative of the College will in no way be limited by these agreements.
7. Amendments to this Agreement may be made at any time with the consent of both parties.
8. This Agreement, which shall supersede all previous Agreements, shall commence on ...1 / 6 / 96... and shall continue in force until 12 months' written notice of termination be given by either party to the other.

TERMS OF REFERENCE OF THE BIRKBECK COLLEGE ACADEMIC AND RELATED STAFF JOINT COMMITTEE

9. There shall be a Birkbeck College Academic and Related Staff Joint Committee comprising representatives of the College as employer and of the Association.
10. The purpose of the Joint Committee is to consider and make recommendations to the Governors concerning:
  - a) Contractual and customary conditions of employment of Academic and Related staff except in so far as they may be determined (with the agreement of the Association of University Teachers) at national and/or university levels;
  - b) Any other matter that may be jointly agreed;


The Joint Committee shall also try to resolve any issue relating to the local terms and conditions of employment of appropriate staff as defined above, referred to it by the College management or by the officers of the Association.

11. The Joint Committee shall not concern itself with matters pertaining to an individual member of staff, except as otherwise provided in the Agreement, or when both sides agree that an issue raised by an individual has implications for the whole or a substantial part of the categories of staff to which the individual belongs.
12. The Composition of the Joint Committee shall be as follows:-

College Representatives	5 members to include the Master and the College Secretary and 3 members appointed by the Staffing Committee of whom at least one shall be a member of the Academic Board.
Staff Representatives	5 members of the Academic and Related Staff appointed by the Association

- (i) 3 representatives from each side shall constitute a quorum.
  - (ii) Members may only be persons employed by the College.
  - (iii) The Chairman and Vice-Chairman will alternate in the Chair of the Joint Committee meetings. The Chairman shall be the Master. The Vice-Chairman shall be appointed by the representatives of the Association.
  - (iv) The College Secretary shall act as the Secretary of the Joint Committee and representatives of the Association shall appoint a Secretary for their side. The Personnel Officer will provide secretarial services.
  - (v) Subject to the prior agreement of the Chairman and Vice-Chairman, either side may be accompanied by advisers or expert witnesses.
  - (vi) The business of the meetings shall be agreed in advance of each meeting between the Secretaries.
13. The Joint Committee shall normally meet once a term on dates to be published in the College Calendar, provided that there is business to transact.
14. The Chairman may require the Secretary to call a meeting at any time. A meeting shall also be called within ten days of receipt by the Secretary of a request signed by not less than 3 members of the Committee.
15. A written notice specifying the business to be discussed at any meeting and the time and place of the meeting shall be issued by the Secretary.
16. Whenever one side presents new or amended policies or procedures to a meeting of the Committee for its consideration, the other side should present its views on them at or before the next Committee meeting. The intention of this mutually agreed deadline is to resolve matters as speedily as possible.
17. Conditions of service which are within the purview of the Joint Committee shall not be changed except to implement a recommendation by the Joint Committee. Where there is any conflict between the Procedure Agreement and the Charter and Statutes the latter shall in all instances take precedence.
18. While it is for the representatives 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.

Signed .....  


Signed .....  


**College Secretary &  
Clerk to the Governors**

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(Association side)