



TRADE UNION RECOGNITION AGREEMENT

**Between the Royal College of Art,
and
UNITE, and The University and College Union (UCU)**

1. PURPOSE

The purpose of this Agreement is to promote effective joint working between the Royal College of Art (the College) and its recognised trade unions. It sets out trade union recognition and representation within the College and procedural arrangements for information sharing, consultation and negotiation.

2. COMMENCEMENT DATE

This Agreement commences on **18 September 2020** and supersedes all previous agreements.

3. DEFINITION OF TERMS

In this Agreement:

- *The College* refers to the Royal College of Art.
- *Trade Unions* refers to UNITE and University and College Union (UCU).

4. SCOPE

- 4.1. The College recognises voluntarily, for the purposes of collective bargaining the University and College Union (UCU) in respect of academic, academic related and research staff on the national pay spine, including Visiting Lecturers.
- 4.2. The College recognises voluntarily, for the purposes of collective bargaining UNITE in respect of technical, professional services and support staff engaged on the national pay spine.
- 4.3. The provisions of this agreement shall apply to all College employees and workers.
- 4.4. If a trade union representative is the subject of an allegation, the College will inform the relevant trade union regional officer/official at the earliest opportunity and in any event prior to commencing any formal proceedings, including an investigation, involving the individual representative.

5. GENERAL PRINCIPLES

- 5.1. The College and the trade unions accept that the terms of this Agreement are binding in honour upon them but do not constitute a legally enforceable agreement.
- 5.2. The College and the trade unions recognise that they have distinct and legitimate roles, and a common interest in the success and sustainability of the College.
- 5.3. The College and the trade unions recognise their common interest in achieving reasonable solutions to all matters which concern them and to this end confirm their commitment to:
 - maintaining good employment practices and industrial relations;
 - encouraging constructive communication with the College's employees;
 - ensuring that all employees are treated fairly and equally.

- 5.4. All parties to this Agreement commit to working together, and confirm their mutual respect and recognition that different viewpoints can exist and be valid.
- 5.5. The trade unions recognise the College's responsibility to plan, organise and manage the work of the College in order to achieve the best possible results in pursuing its overall aims and objectives.
- 5.6. The College recognises the responsibility of the trade unions to represent the interests of their members, and the staff groups they represent, collectively and individually.
- 5.7. The College and the trade unions accept the need for consultation and negotiation in securing their objectives. To this end, they acknowledge the importance of sharing relevant information on issues of common interest.
- 5.8. The College recognises the rights of employees to join a recognised trade union; the right of each trade union to elect local representatives; and the involvement of full-time officers/officials to support local representatives in their duties.
- 5.9. The College confirms that trade union membership and acting as a trade union representative will not prejudice an employee's employment or career prospects with the College.
- 5.10 Nothing in this Agreement shall preclude the rights of the College to communicate with employees either individually or collectively, or the rights of the trade unions to communicate with their members and the employee groups they represent.

6. COLLECTIVE BARGAINING ARRANGEMENTS

- 6.1. Both sides agree that the pursuit of their common interests under this Agreement shall be by:
- 6.2. **Negotiation** – the process of discussion between the College and the trade unions with the purpose of reaching agreement and avoiding disputes. The scope of such negotiations shall be those areas defined in Section 178 of the Trade Union and Labour Relations (Consolidation) Act 1992 (TULR(C)A) (as amended), as follows:
 - terms and conditions of employment
 - employment policies relating to the engagement, suspension or termination of employment
 - employment policies relating discipline and grievance
 - a worker's membership or non-membership of a trade union
 - facilities for trade union officers/representatives
 - machinery for negotiation or consultation and other procedures relating to any of the foregoing matters, including the recognition by the College of the right of a trade union to represent employees and workers collectively and individually in any such negotiation or consultation, or in the carrying out of such procedures
- 6.3. Matters negotiated nationally will not be the subject of local discussion except insofar as questions of local application over which the College has discretion may arise.
- 6.4. **Consultation** – the process of genuine exchange of views and information on issues of mutual concern, based on the principle that the mere passage of information does not constitute consultation. Consultation involves jointly

considering alternative options and provides 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 as part of the decision-making process.

6.5. The College will consult with the trade unions on potential redundancies, health and safety matters, TUPE transfers, equality and diversity policy, and policies relating to issues which are not contractual. Consultation on such issues shall commence at the earliest opportunity. Discussions will be undertaken with a view to ensuring that staff are allowed to provide feedback on matters that affect them directly.

6.6. **Information** – keeping each party informed of all relevant matters. Information will be provided from either party to the other on matters or facts deemed important to share with the other party subject to pertinent commercial confidentiality, legal, regulatory or practical constraints on disclosure. The College will fulfil its statutory obligations relating to the disclosure of information. It is recommended and understood that requests from the unions for information that would fall under the provisions of the Freedom of Information Act will initially be requested on an informal basis. This does not compromise the unions' rights to make such requests.

6.7. The College recognises the rights of trade union representatives to call and hold meetings on College premises during working hours that their members and/or employees who they represent under this Agreement are entitled to attend.

6.8. This Agreement does not impact on the national recognition rights of the trade unions involved.

7. JOINT NEGOTIATION AND CONSULTATIVE COMMITTEE

7.1. A Joint Negotiation and Consultative Committee (JNCC) will meet at least termly and on other occasions as required. The JNCC will discuss matters in relation to which collective agreement is required, matters outlined under section 6 above, and any other collective matters which have not been resolved through more informal means.

7.2. The membership and terms of reference of the JNCC are set out in Appendix A of this Agreement.

7.3. The JNCC may convene Trade Union and Human Resources sub-groups outside of the JNCC timetable to consider particular areas of work with College-wide impact in order to expedite work on such matters.

8. RESPONSIBILITIES AND DUTIES

8.1. Each trade union representative is, insofar as his/her duties in that capacity are concerned, subject to the control of the respective trade union and will operate within the agreed procedural arrangements set out within this Agreement.

8.2. Any action taken by representatives of the trade union in good faith and in pursuance of their duties as a representative of the trade union shall not affect their employment or career prospects within the College.

8.3. The duties of trade union representatives include to negotiate/ consult with, and/or inform the College about the matters contained in Section 6 above; and to provide advice and representation to union members, individually and collectively, as appropriate.

9. TIME OFF AND FACILITIES

- 9.1. The College will provide reasonable paid time off for any staff member who is an official of a recognised trade union (within the meaning of s.119 of the Trade Union and Labour Relations (Consolidation) Act 1992) or a member of the trade union so that the College can comply with its statutory duties under the Act.
- 9.2. The College will provide reasonable time off for members of the recognised trade unions to attend trade union meetings.
- 9.3. The College agrees that trade union representatives require reasonable time to perform their duties and responsibilities and that formal facilities time arrangements may be needed. The College will provide reasonable time and facilities to representatives of the recognised trade unions as set out in the Facilities Agreement at Appendix B to this agreement. There will be a review after the first year of the amount of facility time for each union giving consideration to prevailing circumstances at that time and based upon adequate reporting of facility time data from the Trade Unions. Thereafter facility time will be reviewed every 2 years.
- 9.4. The College will agree reasonable time for trade union representatives to take part in relevant training consistent with their trade union role at the College.
- 9.5. The College will make available to union representatives facilities necessary for them to perform their duties efficiently and to communicate effectively with their members.
- 9.6. The College will ensure that management at all levels are familiar with the Recognition Agreement and appendices.

10. COLLECTIVE DISPUTE PROCEDURE

- 10.1. The College and the trade unions are committed to seeking agreement wherever possible. If, exceptionally, this cannot be achieved, the Collective Dispute Procedure in Appendix C will apply.

11. VARIATION AND TERMINATION

- 11.1. Variations to this Agreement can only be made by mutual agreement between the recognised trade unions and the College.
- 11.2. This Agreement will be subject to termination only by any party giving the other parties six months' notice in writing to that effect. If notice to terminate is served by one trade union, the Agreement between the College and other recognised trade union will continue.

Appendices

A Joint Negotiation and Consultative Committee (JNCC)

B Time Off and Facilities

C Collective Disputes Procedure

Signatures

On behalf of the Royal College of Art

Name: John Worne

Signature:

Date: 18/09/20



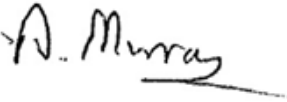
Royal College of Art
Postgraduate Art & Design

On behalf of Unite

Name: Andrew Murray

Signature:

Date: 18/09/2020



On behalf of the University and College Union

Name: Kevin Biderman

Signature:

Date: 18/09/20



APPENDIX A

JOINT NEGOTIATION AND CONSULTATIVE COMMITTEE (JNCC)

1. TERMS OF REFERENCE

- 1.1. To facilitate the exchange of information between the College's recognised trade unions and management and provide a regular and effective means of joint discussion, consultation and negotiation on matters affecting staff of the College.
- 1.2. The JNCC will discuss matters in respect of which collective agreement is required, matters outlined under section 6 of the Trade Union Recognition Agreement, and any other collective matters which have not been resolved through more informal means. Except for the establishment of principles or the deliberate setting of precedent, individual cases will not be discussed.
- 1.3. The JNCC will meet at least three times a year, usually once a term, and on other occasions as required. Extra JNCC meetings may be convened within 10 to 15 working days at the request of either side.
- 1.4. The JNCC may convene Trade Union and Human Resources sub-groups outside of the JNCC timetable to consider particular areas of work with College-wide impact in order to expedite work on such matters. The composition of such sub-groups would be agreed by the JNCC.
- 1.5. The Chief Operating Officer will chair meetings of the JNCC.
- 1.6. Agenda items will be agreed in advance of each meeting. An agenda will be circulated with the unconfirmed minutes of the previous meeting to all members of the JNCC at least 5 working days before a meeting.
- 1.7. Items of business not on the agenda will be taken by agreement of the JNCC and considered under any other business.
- 1.8. All agreements reached and agreed action points will be noted in the minutes of the meeting.
- 1.9. The JNCC secretary will circulate draft minutes to members as soon as reasonably practicable following each meeting for comment. Likewise, Trade unions will respond as soon as reasonably practicable.
- 1.10 The JNCC secretary will circulate amended unconfirmed minutes at least five working days before the next meeting, for formal confirmation and agreement at that meeting.

2. MEMBERSHIP

- 2.1. College management membership of the JNCC: At least 2 and no more than 6 members including the Chief Operating Officer and the Director of HR, with others relevant to the meeting agenda.
- 2.2. Trade union membership of the JNCC: At least 1 and no more than 3 representatives of each recognised trade union.
- 2.3. Regional officers/officials of the recognised trade unions may attend JNCC meetings at the invitation of their local branch representatives.

- 2.4. With the agreement of the College and trade unions, student union officers may be invited to attend at, and contribute to appropriate items on the JNCC meeting agenda. Failure by the College and unions to agree on such a matter will not be appropriate to invoke the Collective Dispute Procedure (Appendix C).
- 2.5. The Secretary to the JNCC will be provided by the College.
- 2.6. The quorum shall be 4, comprised of 2 members from College management and 1 from each recognised trade union.

APPENDIX B

TIME OFF AND FACILITIES

1. REPRESENTATION

- 1.1 The provisions of this appendix shall apply to representatives of the recognised trade unions, who have been duly elected or appointed in accordance with the rules of their union.
- 1.2 The unions agree to inform the Director of Human Resources in writing of the names and roles of all employees elected or appointed as representatives and to notify any subsequent changes at the earliest reasonable opportunity (and in any event within fourteen days of their election or the change).
- 1.3 The new starter induction pack will include a section relating to Union membership including hyperlinks to all recognised Trade Union websites.

2 TIME FOR GENERAL TRADE UNION REPRESENTATION

- 2.1 This agreement seeks to establish a formal policy and procedure on trade union duties and activities. It is recognised that it is not possible to be prescriptive about all duties, activities and the time required to carry them out. It is agreed that requests for paid time off will not be unreasonably refused.
- 2.2 Representatives will be permitted reasonable paid time during working hours to carry out duties that are concerned with any aspect of collective bargaining and representation of members.
- 2.3 Time-off provision to be agreed with Management and local Union representatives. The relevant Trade Union committee will advise HR of the proposed allocation so that HR can discuss with relevant Dean/Director/line manager. HR will maintain a central fund to provide departments with cover.
- 2.4 All local branch trade union representatives shall be employees or workers of the College.

3 THE FUNCTION OF REPRESENTATIVES AND OFFICIALS / OFFICERS

- 3.1 The College and the unions recognise that the industrial relations functions of representatives and officials are important duties in addition to their duties as workers and/or employees. Their functions and responsibilities include but are not restricted to the following:
 - To be responsible to and for a group of members;
 - To undertake industrial relation duties operating within the policies of the unions and the College. Issues may include members' grievances, discipline, learning, health and safety, equal opportunities, terms and conditions of employment or service, and any matter listed in section 6 of the Recognition Agreement;
 - To seek full trade union membership amongst all employees and workers of the College;
 - To communicate with members, management, the Joint Negotiating bodies and with the relevant union bodies;

- To represent the union in the joint negotiating and joint consultative machinery at local, regional and national level;
- To meet with other representatives, officials or full-time union officers on matters covered by the Recognition Agreement;
- To attend meetings of the trade union of which the person is a representative or of which he/she is an official, (such as Branch or Branch Committee Meetings);
- To seek to ensure that agreements are adhered to;
- To organise meetings of members during working hours in accordance with the ACAS Code of Practice and any prevailing local agreements.
- Representation of individual members at meetings with management in accordance with the relevant College employment policy.

4 TIME FOR HEALTH AND SAFETY REPRESENTATIVES

4.1 The trade union is responsible for the appointment of health and safety representatives.

4.2 The College will permit safety representatives such time with pay as necessary for the purposes of:

- Performing their functions under health and safety legislation;
- Undergoing such training as is necessary to properly perform their functions;
- Attending health and safety meetings on local, regional and national levels where appropriate.

5 TIME OFF FOR TRADE UNION ACTIVITIES

5.1 To ensure that workplace meetings are fully representative, reasonable paid time for trade union representatives and members will be given for:

- attending workplace meetings to discuss and vote on the outcome of negotiations
- meeting full time officials to discuss issues relevant to the workplace; and
- conducting Union elections

5.2 The College and the unions also recognise that it is in the interests of the effective and democratic operation of the unions that representatives or officials participate in other activities of the unions. Reasonable paid time off during working hours will be granted for these purposes which may include:

- Participation, as a representative, in meetings of official policy making and consultative bodies of the unions such as annual conferences or regional meetings.
- Representing the unions on external bodies such as committees or working parties within the official union structure.
- Holding office on official bodies of the Unions.

- The unions will request time off at the earliest opportunity of such events wherever possible and the likely number of representatives who will be required to attend.

6 ALLOCATION OF TIME FOR TRADE UNION DUTIES

6.1 It is agreed that this is a matter for separate negotiation between the College and the relevant trade unions and will be confirmed in a separate document.

7 TRAINING

7.1 Reasonable time with pay will be granted to attend appropriate training courses. The College acknowledges that it is in the interests of the College and the unions that representatives are fully trained. It is acknowledged that newly-appointed representatives may require more time for training in their first year. More experienced representatives may require updating or more specialist training appropriate to the functions they perform. Reasonable time will be considered:

- For training, particularly where the official has special responsibilities
- To deal with changes in the structure or topics of negotiation, or where significant changes in the College's work are contemplated;
- Where legislative changes affect the conduct of employee relations.

7.2 Wherever possible the trade unions should give a minimum of ten working days advance notice of course dates in writing to relevant line managers and co-operate in making arrangements to cover substantive duties. Information on the title, purpose and duration of the course should be provided. Any issues arising out of such requests should be referred to the union's Regional Officer.

7.3 On an annual basis, the unions will provide the College with a written record of their facility time in line with Facility Time Regulations and the local agreement. The information contained in the written record will be:

- provided in the level of detail and format required for the College to report the data annually to the government by the specified deadline date; and
- is submitted to HR by 1 May each year to allow time for the College to raise any queries prior to making its submission.

8 TRADE UNION FACILITIES

8.1 The College agrees to provide appropriate facilities to the union representatives to enable them to discharge their duties including: provision of secure office space; use of meeting rooms; a notice board at each site in a prominent position; access to confidential telephone, internal mail and email; reasonable use of equipment such as telephones, franking machines, photocopiers, and computers; access to staff induction sessions to speak to new members of staff and circulate union information with induction information.

9 NO DETRIMENT

9.1 Individuals will not be subject to any detriment during the course of their employment or dismissal for membership of a trade union or legitimate activities as a union representative.

10 DISPUTES IN RELATION TO TIME FOR TRADE UNION DUTIES AND ACTIVITIES

10.1 The College and the unions agree to make every effort to resolve disputes in relation to time for trade union duties and activities.

- 10.2 Where permission to take time is withheld, an explanation for the reason(s) will be given by the appropriate representative of management.
- 10.3 If the union official is dissatisfied with the decision, the matter may be referred to an appropriate senior manager.
- 10.4 If agreement cannot be reached, the matter may be referred to either the Chief Operating Officer or Deputy Vice-Chancellor and Provost.

APPENDIX C

COLLECTIVE DISPUTES PROCEDURE

1. PURPOSE

- 1.1 The purpose of this procedure is to provide a framework acceptable to the College and the unions, in which collective disputes can be resolved when a collective bargaining issue breaks down.

2. SCOPE

- 2.1 This procedure will be followed when the established consultative and negotiating procedure through the JNCC has been exhausted whether through scheduled JNCC meetings or the convening of extra-ordinary JNCC meetings
- 2.2 This procedure will not be used to consider individual discipline, grievance (collective or individual), or grade/salary or other issues for which effective redress exists through other procedures.

3. PROCEDURE

- 3.1 Where all parties agree that it appears that scope for progress through normal negotiations has been exhausted, either the College or the trade union(s) may give formal notice to all parties that it is invoking this dispute resolution procedure.

Stage 1

- 3.2 Following receipt of such notification the parties will agree within seven days on dates for at least one emergency meeting to seek to resolve the dispute. Unless otherwise agreed, this meeting will take place within the following fourteen days.
- 3.3 Attendance at this meeting will include regional full-time union officers and representatives of the recognised trade union(s) in dispute, together with the Director of Human Resources and other appropriate senior members of College management and/or other College employees depending upon the issue. Whenever possible, and especially if the dispute arises from a failure to agree at a JNCC, the Chair of a stage one meeting should not be a member of the JNCC.
- 3.4 The focus of this meeting 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 meetings beyond this initial fourteen-day period may take place where it is agreed between the parties.

Stage 2

- 3.6 If it has not been possible to resolve the dispute at this meeting, a Stage 2 meeting will be held, within 14 days. This meeting will be chaired by the Vice Chancellor or their nominee. Attendance will include regional full-time union officers and representatives of the recognised trade union(s) in dispute, together with up to two members of senior management. Other people may be asked to attend if their contribution would be helpful to resolution of the dispute.
- 3.7 If it has not been possible to resolve the dispute through these 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 seven days after the last meeting.

3.8 Throughout the period for dispute resolution and for third party assistance, RCA 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)

3.9 The collective disputes procedure will be reviewed in line with any review of collective bargaining procedures at RCA following any change to national agreements.

3.10 Outcomes from any stage in the procedure will be jointly agreed and decisions communicated externally in joint use of agreed media.

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.