

# Recognition and Procedure Agreement between the London School of Economics and Political Science (LSE), UNISON, Unite and the University and College Union (UCU)

February 2019

## 1. Introduction

- 1.1 The London School of Economics and Political Science recognises voluntarily for the purposes of collective bargaining the following Trade Unions as having bargaining rights in respect of employees of the School in roles graded at band 1 – 10 inclusive<sup>1</sup>, and academic, teaching and research staff in the relevant three-tier job family: UNISON (bands 1 to 5), Unite (bands 1 to 5) and UCU (bands 6 to 10, plus bands SBA1, SBA2 and SBA3). Formal agreements reached between the School and each of its recognised trade unions apply to staff in the relevant group of staff whether such staff are a member of that trade union or not.
- 1.2 The School and Trade Unions accept that there are overlapping spheres of influence in recognition and that to avoid conflict and ensure effective collective bargaining future consultation and negotiation will be undertaken collectively with all three recognised Trade Unions (see JNICC section 4).
- 1.3 All parties have a shared commitment to the sustainability and success of the School. The School and the Trade Unions recognise and respect the fact that they have distinct and legitimate roles.
- 1.4 The purpose of this Agreement is to promote effective joint working between the School and its recognised Trade Unions. The Agreement sets out Trade Union recognition and representation within the School and clear procedural arrangements for information sharing, consultation and negotiation. Through this Agreement the School will discharge its statutory obligations to inform and consult employees.
- 1.5 As part of this Agreement all parties commit to working together in accordance with the School's values of dignity, courtesy and respect and confirm their mutual respect and recognition that different viewpoints can exist and be valid. The overall aim for all is achieving an outcome which benefits the LSE and its staff.
- 1.6 Both the School and Trade Union colleagues are committed to co-operation and to preventing the unnecessary escalation of issues where ever possible. As part of this commitment, all involved in such discussions have a responsibility to build positive relations which prevent and, where necessary, resolve by agreement problems which arise. Wherever possible issues will be addressed and resolved by early and informal discussion.
- 1.7 All parties recognise the right of individual staff members to join or not join a Trade Union of their choice. The School recognises the right of Trade Unions to elect a number of local representatives to act on its behalf. The School also acknowledges the involvement of full time officers to support local representatives in their duties.

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<sup>1</sup> Subject to senior staff who are members of the School Management Committee and report to the Director, and the Director, who are not covered by any union.

1.8 This agreement supersedes any and all other agreements.

## 2. General Principles

2.1 The Trade Unions recognise the School's role is to plan, organise and manage the work of the organisation in order to achieve a sustainable organisation delivering the best possible results in pursuing the aims and objectives set by the School's Council.

2.2 The School recognises a Trade Union's role is to represent the interests of its members.

2.3 Both parties recognise their common interest and joint purpose in furthering the aims and objectives of the organisation and in achieving responsible and sustainable solutions in all matters of concern to them.

2.4 Both parties acknowledge the following shared aims:

- a) Ensure that employment practices in the School are conducted in line with best practice and current employment law;
- b) Ensure fair and equitable treatment of all staff including in matters of dispute;
- c) Build a relationship of trust between the School, its staff and Trade Union Representatives.'

2.5 Both parties are expected to act in accordance with the School's Ethics Code with respect to all employee relations matters at the School.

2.6 Nothing in this Agreement shall preclude the rights of the School and its Managers to communicate with staff either individually or collectively.

## 3. The Scope of the Agreement

The School commits to undertake the following jointly with the recognised Trade Unions:

3.1 **Information** – The School will fulfil its obligations under current employment legislation relating to the disclosure of information. The School undertakes to supply the Trade Unions with the specified information to carry out meaningful and effective consultation and negotiation. All parties must keep each other informed of all relevant matters. Relevant Information will be provided in good faith and in a timely manner. The School shall provide information to the Trade Unions pursuant to its statutory obligations in relation to:

- a) The recent and probable development of the School's activities and economic situation;
- b) The situation, structure and probable development of employment within the School and on any anticipatory measures envisaged, in particular where there is a threat to employment within the organisation;
- c) Decisions likely to lead to substantial changes in work organisation or in contractual relations, including those referred to in sections 188 – 192 of the Trade Union and Labour Relations (Consolidation) Act 1992 and Regulations 13 to 16 of the Transfer of Undertakings (Protection of Employment) Regulations 2006.

- 3.2 **Consultation** – The School is committed to complying with its statutory requirements and will consult on all aspects of organisational change, prospective redundancies, TUPE transfers and matters of Health and Safety. The School will also consult as necessary regarding occupational pension schemes. The School and the Trade Unions recognise that such consultation may, from time to time, be undertaken at a local departmental level. The School will consult the Trade Unions on the matters set out at (b) and (c) above.
- 3.3 **Negotiation** – The School will negotiate with a view to reaching agreement with the recognised Trades Unions on all matters which affect the terms and conditions of employment of staff and on the associated policies and procedures. Matters negotiated nationally will not be the subject of local discussion except in so far as questions of local interpretation over which the School has discretion may arise.
- 3.4 The School recognises the rights of the recognised Trade Unions to represent the interests of its members on individual matters.
- 3.5 This Agreement does not impact on the national recognition rights of the Trade Unions involved.
- 4. Terms of reference and membership of the London School of Economics and Political Science’s Joint Negotiating, Information and Consultation Committee (JNICC)**
- 4.1 The Terms of Reference for the JNICC are attached as Appendix One. Nothing in this agreement precludes the School and its recognised trade unions from holding bi-lateral meetings as required.
- 5. Trade Union Representatives**
- 5.1 The Trade Unions will formally inform the HR Division in writing of the names of all elected representatives within 14 days of their election or of any subsequent change. The Trade Unions will confirm the name, position held, date of appointment and duration. Such notifications will be sent to a nominated person in HR Division by letter (currently Head of HR Policy and Employee Relations copy to the HR Policy Adviser).
- 5.2 To ensure full representation, consultation and communication of the views of Union members, each union has its own structure of representatives. The School will be notified of the names of representatives as soon as they are known and the unions will inform the School of the names of any representatives replaced.
- 5.3 The School recognises that Trade Union representatives fulfil an important role and that the discharge of their duties as Trade Union representatives will not prejudice their employment with the School.
- 5.4 If a Trade Union representative is subject of an allegation, the School will inform the relevant Trade Union Regional Officer. Please note complaints from union members regarding the conduct of a Trade Union Representative should normally be raised with relevant Trade Union Regional Officer.
- 5.5 The School will proactively inform new staff of the opportunity to join a trade union and invite the Trade Unions to participate in induction events in order to raise awareness of

the benefits of Trade Union representation.

## **6. Facility Time Arrangements**

### *6.1 General Principles*

6.1.1 The objective of this agreement is to promote effective employee relations by providing accredited representatives of the recognised trade unions with reasonable paid time-off and appropriate facilities to carry out their functions within the School.

### *6.2 Representatives: Paid Time for Employment Relations and Trade Union Duties*

6.2.1 Subject to operational need accredited trade union representatives are entitled to reasonable time away from their normal duties for trade union duties concerned with information, consultation and negotiation, in connection with:

- a) terms and conditions of employment, or the physical conditions in which staff are required to work;
- b) engagement or non-engagement , or termination or suspension of employment, of one or more staff;
- c) allocation of work or the duties of employment as between staff or groups of staff;
- d) organisational change;
- e) matters of discipline and grievance;
- f) trade union membership or non-membership;
- g) machinery for, information, consultation or negotiation and other procedures;
- h) facilities for representatives of trade unions;
- i) participation in any joint working groups involving representatives of the Schools management and trade union representatives.

Accredited Trade union representatives will inform the School of their request (See 6.2.2 to 6.2.6)

6.2.2 Accredited trade union representatives requesting paid time which requires them to leave the School's premises will normally provide their Head of Department/Service Leader with at least five working days' notice and give details of the purpose of such time off , the intended location and the timing and duration of the time off required. Where dates of meetings etc. are fixed well in advance it is expected that one month's notice will be given.

6.2.3 Accredited trade union Health and Safety representatives shall be afforded reasonable time as is necessary to fulfil their functions.

6.2.4 In line with the ACAS Code of Practice on time off for trade union duties and activities, accredited trade union representatives shall seek permission from the School to

conduct trade union duties and activities with as much notice as possible. Trade union representatives will notify their line manager by email at least 5 days' before the planned trade union meeting(s). The email notification should include the general purpose of the time off, the intended location, the expected timing and duration of the time required. Alternative local notification arrangements may be agreed between the union representative and their line manager, as appropriate. Managers will make every effort to facilitate requests from trade union representatives. Account will however be taken of operational needs/circumstances. In the event of refusal, managers will provide a written explanation of the reasons for refusal. It is recognised that with casework some issues may be confidential/urgent in nature and therefore there may be occasions when a trade union representative may need to meet an individual member and may not be able to give the School such notice in all cases.

6.2.5 Where it is necessary for a union to hold a branch meeting or similar trade union meeting during working time and/or on School premises, the trade union representative will request time away from their normal duties for trade union duties in line with section 6.2.4 above and seek agreement from HR. Such agreement will not be unreasonably withheld. Where agreement is reached and trade unions request that members be given time off from work to attend such meetings, HR will communicate such reasonable requests to relevant Heads of Department/Service Leaders and request that they give reasonable time off for any member requesting to attend any such branch meeting or similar trade union meeting. Account will however be taken of operational needs/circumstances. Where problems arise with respect to any request for time off the line manager and/or trade union representative will consult HR.

6.2.6 If any difficulties arise in the interpretation of the above guidelines advice may be sought from the Head of HR Policy and Employee Relations/HR Policy Adviser and the relevant union Regional Officer.

### 6.3 *Representatives Training*

6.3.1 The School will grant accredited trade union representative's reasonable time away from their normal duties to undergo training relevant to the carrying out of their particular trade union duties. Such training must be approved by the Trade Union Congress or by the representative's trade union at National or Regional Level.

6.3.2 Such requests, made in accordance with paragraph 6.3.1 will not be unreasonably denied but line managers will need to take operational requirements into account before making a decision, in accordance with paragraph 3.3. Once agreed it would not be expected that such approval would be withdrawn other than in exceptional circumstances.

6.3.3 The responsibility for fees and expenses for training rests with the relevant trade union.

6.3.4 An application to attend a training event must be made in line with paragraphs 6.2.2 to 6.2.4 above.

### 6.4 *Representatives: Payment for Time Away from their Normal Duties for Trade Union Duties and Training*

6.4.1 Union representatives who take agreed time away from their normal duties for trade union duties and training will receive normal contractual basic pay. Please note if a

representative who works part-time who exceptionally undertakes trade union duties or training at times when they are not required to be at work (during the normal working week) they will be paid their basic hourly rate for such time - subject to it agreed in advance and in writing with the relevant Head of Department/Service Leader.

6.5 *Time away from their normal duties for trade union duties for senior officers of recognised Trade Unions (e.g. Branch Chairs and/or Branch Secretaries)*

6.5.1 HR will advise the respective line managers of the rights and duties of union representatives to take reasonable paid time-off and review any implications with both the union representative and respective Head of Department/Service Leader.

6.5.2 Each trade union will be entitled to paid time-off as follows; UCU 0.5 FTE, UNISON 0.5 FTE and Unite 0.3 FTE. This time off can be divided amongst its senior officers. It is expected that any time off and any backfilling is absorbed by the relevant department. However, departments will be given additional funds, where/if required. Teaching 'buy-out' will be arranged in annually advance for academic colleagues requiring teaching buy-out. For divisions it will be for the relevant Service Leader to apply to the School for any required additional funds.

6.6 *Facility Time Reporting Requirements*

6.6.1 In line with the Trade Union Act 2016, the School in conjunction with the Union side will annually publish information on facility time taken on the School website, in relevant annual reports and on a website maintained by the Government.

6.6.2 The School will publish the following tables of data, subject to any changes in the data requirements:

- a) the number of employees who were relevant union officials during the 12 month period, and the full-time equivalent (FTE) employee number;
- b) the number of trade union officials employed during the 12 month relevant period who spent the following proportions of their working hours on facility time:
  - 0%
  - 1-50%
  - 51-99%
  - 100%
- c) the total cost of facility time and the total pay bill;
- d) the time spent on paid trade union activities as a percentage of total paid facility time hours. This figure must be calculated as: total hours spent on paid union activities by relevant union officials during the 12 month relevant period, divided by the total paid facility time hours (multiplied by 100).

6.6.3 The trade unions will cooperate with respect to compiling this data for publication in a timely fashion.

**7. Trade Union Members: time away from their normal duties for trade union duties for Trade Union Activities**

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

- a) Trade Unions will hold three/four branch meetings during each academic year. If any of the individual unions wish to call further branch meetings from time to time, they will give the School wherever possible, five days' notice.
- b) A trade union member who is employed by the School will be permitted reasonable paid time away from their normal duties during working hours to take part in recognised union activities such as going to workplace meetings to discuss and vote on union negotiations with the School (such as changes to terms and conditions) , meeting with a full-time trade union official away from the School to discuss issues at the School, voting in a trade union election (for example to elect a shop steward), consult a trade union learning representative, or attending health and safety or equal opportunities meetings of the union. The member shall give their line manager as much notice as possible of their proposed attendance (ideally 5 working days), unless there is local dispensation not to do so, and request to be released 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, trade union officers and representatives agree that they will make every effort to keep disruption to normal working to a minimum. In the event that members are refused time away from their duties and believe this to be unreasonable, this should be raised with the relevant trade union representatives, who will liaise with HR to discuss with managers, as appropriate.
- c) If a Union member is elected as a TUC or union conference delegate on behalf of one of the Unions, 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.

## **8. General Facilities**

8.1 The School will provide to each Union:

- a) subject to availability, appropriate rooms in which to hold union meetings, which should be booked by representatives through the normal procedures;
- b) provision of and access to notice boards in a prominent positions at agreed locations in the School;
- c) provision of office space for the use of each union, which shall be suitable for confidential meetings between union members and representatives;
- d) use of the School's telephone, IT network and within reasonable cost limit postal systems free of charge;
- e) access to photocopying/printing facilities in the School;
- f) the opportunity during staff induction for Union representatives to address new members of staff.

- g) The School 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.
- h) Each trade union shall contribute a notional amount of £30 per academic year towards the facilities. A cheque will be made payable to the London School of Economics and Political Science and sent in advance to HR by no later than 1<sup>st</sup> October each year.

## **9. Disputes Resolution**


- 9.1 In the event that the JNICC records a failure to reach an agreement acceptable to any/all Unions and the School then the disputes resolution procedure may be invoked by writing to the Director setting out the matter in dispute and the date of the JNICC in which the failure to agree arose. The letter must be signed by the relevant union Branch Officers and Regional Officials.
- 9.2 In normal circumstances an extraordinary JNICC will be held within 14 days the purpose of which will be to reach agreement and resolve the dispute.
- 9.3 The extraordinary Joint Negotiating, Information and Consultation Committee (JNICC) will need to be quorate in order to meet.
- 9.4 In the event of failure to reach agreement at the extraordinary JNICC, the matter may be referred to ACAS for conciliation and/or arbitration with the agreement of both/all parties.
- 9.5 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.

## **10. Variation, Duration and Termination of this Agreement**

- 10.1 Variations or changes to this Agreement can only be made by mutual agreement.
- 10.2 This Agreement will operate from the date of all parties signing Section 11 of this Agreement.
- 10.3 The operation of this Agreement will be reviewed after 12 months from the date of operation.
- 10.4 This Agreement can be terminated by either the School or all of the unions giving 3 months' notice in writing.



11. Signatures of the Parties to this Agreement

Signed: 

Date: 14/2/19

Name: Eric Neumayer

Job Title: Pro-Director, Faculty Development  
(For the School)

Signed: 

Date: 14/2/19

Name: Indi Seehra

Indi Seehra  
Director of HR

Job Title:  
(For the School)

Signed: 

Date: 14/2/19

Name: BARRY JONES

Job Title: REGIONAL OFFICIAL  
(For UCU)

Signed: Ezequiel

Date: 19<sup>th</sup> February 2018

Name: EZEQUIEL KRÄMER

Job Title:  
(For UNISON)

Signed: A. Murray

Date: 14<sup>th</sup> FEBRUARY 2019

Name: ANDREW MURRAY

Job Title: REGIONAL OFFICER  
(For Unite)

## **Appendix One**

# **Joint Negotiation, Information & Consultation Committee (JNICC)**

## Terms of Reference

### **1.0 Purpose**

The JNICC acts as the formal body through which the management of the School meets with the three recognised trade unions: UCU, UNISON and Unite for communication, provision of information, consultation and, where appropriate, negotiation.

Communication includes the provision of information as set out in Clause 3.1 of the Agreement for example, for illustrative purposes: briefing on strategic planning matters such as the School's budget, the LSE Strategy and major development projects or plans. Consultation is the process by which the School and the trade union representatives jointly examine and discuss issues of mutual concern as set out in Clause 3.2 of the Agreement for example, for illustrative purposes: submitting lists of employees nearing the end dates of their fixed-term contracts and carrying out statutory consultation such as discussing the steps taken to avoid redundancies. Negotiation is the process by which the School and the trade union representatives engage in a dialogue on collective workplace issues such as pay and terms and conditions of employment with the aim of reaching an agreement for example, for illustrative purposes: LSE policy on overtime payments and additional hours.

The JNICC shall be a standalone committee of the School. However, the School will provide summary reports of substantive matters considered at the JNICC to the School Management Committee (SMC) the Council and to other relevant committees of the School as appropriate (to include Health & Safety and Equity, Diversity and Inclusion).

#### *1.1 Scope*

The JNICC will provide the mechanism by which issues relating to collective bargaining, terms and conditions of employment, policies and procedures for all staff are considered. This of course would include formal statutory information and consultation requirements.

The scope of the JNICC is not to consider individual cases or local matters, such issues shall be discussed outside the meetings unless on an exceptional basis to resolve matters that otherwise would lead to the Dispute Resolution procedure being invoked.

The JNICC will receive reports from other School bodies; on such matters as health & safety and equality & diversity. The School Management Committee (SMC) will receive the minutes of the JNICC.

The JNICC can establish time limited 'sub groups' with agreed Terms of Reference to consider specific issues. Sub groups will report to the JNICC along with any recommendations for formal ratification.

### **2.0 Membership Structure**

#### *2.1 School Side*

School members will be made up of the following six members plus the Secretary to the JNICC

- Pro-Director, Faculty Development (Chair)
- Chief Operating Officer
- Service Leader
- Director of Finance or Chief Financial Officer, as required
- Director of Human Resources
- Head of HR Policy and Employee Relations

The Director of Finance is required to attend the Lent Term meeting to present the unions with a financial report for the previous year.

The School will be responsible for appointing a Secretary. The Secretary will be responsible for arranging meetings, the timely production and circulation of agenda, papers and minutes.

The Director of LSE has an open invitation to join the School Side at the JNICC at any given meeting, without needing the express permission of the Chairs. In order to facilitate the resolution of specific subject matters, the Chairs, upon joint agreement to do so, may issue a direct invitation for the LSE Director to attend the specific subject matter or matters on the agenda of a JNICC meeting.

## 2.2 *Union Side*

The recognised local trade unions to annually elect a Chair of the trade unions side (drawn from its members). Trade union members nominated and appointed by the recognised local trade unions as follows:

- Minimum of two and maximum of four representatives from each trade union (UCU, Unite and UNISON);
- One regional full time official from each trade union will also be able to attend any meeting of the JNICC by invitation.

Four representatives from each side (drawn from a minimum of two of the recognised trade unions on the union side) shall be a quorum for a meeting. If the meeting is not quorate it can still proceed and the Chair will ensure that the minutes reflect this fact and ensure that an alternative means is used to consider items of business that require reaching an agreement.

Either side shall be able to invite other colleagues to attend the JNICC with the agreement of the Chairs on a particular specialist subject matter.

## 3.0 **Meeting Procedure**

The Committee shall aim to reach agreement by consensus on the issues put before it fully exploring all options. Any agreement reached by the Committee shall be noted in the minutes. Where any significant differences remain and agreement cannot be reached, either the fact that agreement is not reached will be noted in the minutes or resolution sought outside the meeting for example, consideration of the issues through the formal Disputes Resolution procedure. Normally Chairs on both the School management and trade union side will provide clear agenda items - issuing briefing notes as appropriate.

### 3.1 *Frequency of meetings*

Once a term on set days publicised in the School Calendar of Meetings and Committees and notified to the trade unions.

The meetings shall convene subject to the proposal of agenda items by either party at least 10 working days before a meeting, and the distribution of the agenda and supporting papers at least 5 working days beforehand. Minutes of meetings to be distributed, following agreement with the Chairs, within 15 working days of the meeting. It is recognised that there may be circumstances where the timescales above are not able to be followed. However such circumstances will be kept to a minimum: Agenda items should be clear and wherever possible a short explanatory note for each item shall accompany the agenda.

Wherever possible a representative from HR and the Chair from the trade union side shall hold a pre-meeting to agree minutes and discuss matters to be covered at the next meeting of the JNICC.

Where matters of strategic importance or of an urgent matter (such as a dispute) are to be considered an Emergency Joint Negotiation, Information Consultation Committee (EJNICC) can be called by either party. The arrangements of which will be agreed between the Chair of the School and the Union sides.

The Terms of Reference contained here do not stop either the School management representatives or the trade union representative from one particular trade union to hold bi-lateral meetings in order to discuss issues that concern one particular group of staff. However, it is envisaged that most *all staff* or *staff group specific* matters can be considered within the scope of the JNICC.

### 3.2 Charing of JNICC meetings

The Chair of the School side and Trade Union side shall alternate the charing of each meeting of the JNICC.

### 3.3 Facility Time

The right for reasonable to take paid time away from their normal duties to attend the Committee and other associated meetings is acknowledged by the School in line with employment legislation (Trade Union and Labour Relations (Consolidation) Act 1992 (TULR(C)A 92).

### 3.4 Failure to Agree

In the rare situation that an agreement cannot be reached at the JNICC the minutes shall record that there has been a 'failure to agree' and that the Dispute Resolution Procedure is to be used. See Dispute Resolution Procedure (Section 9 of Recognition and Procedure Agreement between the London School of Economics and Political Science, UNISON, Unite and the University and College Union).

Version	Date	Approved by	Notes

