

From: Edinburgh College Freedom of Information

Sent: 22 June 2018 18:11

To: [REDACTED]

Subject: Freedom of Information request - Trade Union - Collective Bargaining

Dear [REDACTED]

Our Ref: 033/18

As of 1 October 2012, Edinburgh's Telford College, Jewel & Esk College and Stevenson College merged to create a single college called Edinburgh College.

We refer to your request for information dated 31 May 2018. The College has considered your request as a request for information under section 1 of the Freedom of Information (Scotland) Act 2002 ("FOISA"):

033/18 (1): The name of the trade union/unions and or staff associations recognised by the your college for collective bargaining purposes? EIS and Unison

033/18 (2): The total number of hours your college provides for the purpose of facility time?

EIS	60 hours per week
Unison	22 hours per week
Total	82 hours per week

033/18 (3): The total cost of provision of facility time hours?

	Total cost (including pension and NI) per week
EIS	£1,636.69
Unison	£550.37
Total	£2,187.06

033/18 (4): The total number of hours your college provides for trade union facility time broken down to individual recognised trade unions? Please see response to **033/18 (2)**.

033/18 (5): The total cost of provision of facility time hours broken down to individual recognised trade unions? Please see response to **033/18 (3)**.

033/18 (6): Please provide copies of the facilities agreements broken down by each trade union? Please refer to Section 6 and Appendix C (EIS RPA) and Section 7 and Appendix C (Unison RPA) attached.

033/18 (7): Please also provide copies of all RPA's? Please find attached.

033/18 (8): The total cost of other facilities made available by your college to recognised trader unions such as admin support, office space, communications - use of IT equipment, postage costs, transport et al.

The college does not separately record this cost and we are unable to provide this information.

Please note, facilities are made available to EIS and Unison free of charge.

033/18 (9): Please break down the total cost to individual recognised trade unions? £0

033/18 (10): A copy of the documentation electronic or other wise from the Scottish Government Cabinet Secretary and/or Civil Servant/ Scottish Funding Council including authorising and or agreement to payment of the total costs of trade union facility time by your college?

We would refer you to Appendix C in both of the attached RPAs:

“Elected representatives of EIS-FELA may request reasonable time off for Trade Union duties under the terms of the Trade Union and Labour Relations (Consolidation) Act 1992 (“TULR(C)A”), the Employment Relations Act 1999 and the Transfer of Undertakings (Protection of Employment) Regulations 2006, where the duties are concerned with those matters set out in Section 1 of the 2010 ACAS Code of Practice 3.”

“This agreement has been drafted in accordance with the Trade Union and Labour Relations (Consolidation) Act 1992, The Employment Act 2000 and the ACAS Code of Practice for Time Off for Trade Union Duties (January 2010).”

033/18 (11): Copy of audit reports of any audit carried out on the provision of trade union facility time in your college? None.

Edinburgh College is subject to the provisions of the Freedom of Information (Scotland) Act (FOISA) 2002. If you are dissatisfied with this response, you may ask the college to review this decision. To do this, please contact the Head of Corporate Development at the postal address below or e-mail the Head of Corporate Development at governance@edinburghcollege.ac.uk describing your original request and explaining your grounds for dissatisfaction. (Please include in your review request, your name and home address for correspondence).

You have 40 working days from receipt of this letter to submit a review request to:

Head of Corporate Development

4th Floor

Edinburgh College (Milton Road Campus)

24 Milton Road East

Edinburgh

EH15 2PP

When the review process has been completed and if you are still dissatisfied, you may ask the Scottish Information Commissioner to intervene.

The Commissioner's online appeal service is available from their website:
www.itspublicknowledge.info/Appeal

The online appeal service is available 24/7 and offers you real time help and advice about your appeal.

You must appeal to the Commissioner within six months of receiving the review decision.

You also have the right to appeal to the Court of Session on a point of law following a decision of the Commissioner.

Regards

FOI Team

RECOGNITION & PROCEDURE AGREEMENT (RPA)

BETWEEN THE BOARD OF MANAGEMENT of EDINBURGH
COLLEGE (the College)

AND

Further Education Lecturers' Association of the Educational
Institute of Scotland (EIS-FELA)

1. INTRODUCTION

- 1.1 In the spirit of partnership working, the intention of this agreement is to promote good relations between Edinburgh College (the College) in its role as employer and the officially recognised Trade Union (EIS-FELA) who are signatories to this agreement.
- 1.2 All parties acknowledge a common interest in advancing the organisational and educational aims of the College and in establishing terms and conditions for all lecturing staff to further advance these aims.

2. KEY PRINCIPLES

2.1 Purpose

The purpose of this agreement is to establish procedures whereby the College and EIS-FELA can negotiate and consult as appropriate on matters relating to the terms and conditions of employment and the professional activities of all lecturing staff in the College as set out in the following paragraphs.

2.2 Diversity & Equality

The parties to this agreement are committed to the principles of Diversity & Equality throughout the full life cycle of employment and related Trade Union activities. This commitment is made with particular reference to the Public Sector Equality Duty, with specific regard to the protected characteristics defined in the Equality Act 2010, these are: Race; Religion or Belief; Sex; Sexual Orientation; Marriage & Civil Partnership; Pregnancy & Maternity; Age; Disability; Gender Re-assignment.

2.3 Membership

The College recognises the right of all staff to join EIS-FELA and to take part in its activities.

Staff will be free to join and remain in membership of EIS-FELA, subject to the rules of EIS-FELA. The College will advise newly appointed staff of this agreement at the point of recruitment/induction and will encourage staff to join EIS-FELA. The College will advise EIS-FELA of newly appointed staff and information about EIS-FELA will be included in the College's induction materials.

The College recognises that it is desirable for individual lecturing staff, within the scope of this agreement, to be members of EIS-FELA.

2.4 Good Faith

The parties acknowledge the importance of establishing and maintaining confidence in the negotiation and consultation arrangements voluntarily established under this agreement and confirm their intention to negotiate and consult in good faith. Nevertheless it is acknowledged that the terms of this agreement are not legally enforceable.

3. SCOPE

3.1 Staff Representation

The Board of Management of the College recognises EIS-FELA as the only teaching trade union to represent staff who carry out lecturing duties at the College, up to but excluding the roles of the Executive Team, Leadership Team and Curriculum Managers (or equivalent) for the purposes of collective bargaining and consultation.

3.2 Scope of Recognition

College Management will meet with Elected Representatives of EIS-FELA (hereafter referred to as Representatives), at times to be mutually agreed.

The College will negotiate on contractual matters including:

- Pay and Benefits
- Conditions of Service (including contracts of employment and job descriptions)

The College will consult on:

- Significant changes to staffing structures
- HR policy development
- Proposed redundancies
- Business transfers (in/out)

These are not exhaustive lists.

3.3 Agreements and Signatories

The wording of agreements shall be agreed between both parties prior to signing.

When an agreement is reached through the Joint Negotiation and Consultation Committee (JNCC) forum outlined below, the Principal and the Branch Secretary, (or their designated nominee,) will sign the agreement.

Agreements reached shall be binding on the College and EIS-FELA.

4. PARTNERSHIP WORKING: NEGOTIATION AND CONSULTATION FRAMEWORK AND ARRANGEMENTS

4.1 Negotiation and consultation between College management and the EIS-FELA Branch will be conducted via JNCCs.

4.2 Separate/extraordinary meetings between representatives of College management and the EIS-FELA Branch may also be arranged as deemed necessary and appropriate, and at such times as may be considered to be mutually convenient, to discuss specific matters. These will normally be held within 10 working days of a request being made by either party.

4.3 The composition of the JNCC shall normally be 4 members from College management and 4 from EIS-FELA with appropriate input from Human Resources, acting in an advisory capacity. Secretariat facility will be provided by College management. EIS-FELA may call upon a full-time official to be in attendance. Both parties may call on additional representatives as may be necessary.

4.4 The quorum for a meeting of the JNCC shall be 3 from College management, and 3 from the EIS-FELA Branch Officials.

4.5 JNCCs will take place monthly. JNCCs will be timetabled for the academic year by mutual agreement, at the first JNCC of a new academic year.

4.6.1 JNCC agenda items will be sent to secretariat at least 8 working days before the meeting to allow the college management to ensure where possible appropriate decision makers are present. The agenda (and any associated papers) for any JNCC will normally be circulated at least 5 working days prior to the meeting. The JNCC will have responsibility for formally agreeing the notes of the meeting.

4.6.2 A representative of College management will Chair each meeting. The primary duty of the Chair will be to ensure the effective control of the meeting in terms of both the conduct and good order of individuals; that discussion remains focused on the agenda; the setting and controlling of time limits for discussion on agenda items; ensure agreement of outcomes; and ensuring an appropriate record of the meeting is maintained from which agreed minutes will be produced.

- 4.6.3 Outcomes (i.e. actions and decisions) will be agreed at the end of each meeting. A written summary of outcomes will be agreed and then circulated as soon as possible with the aim at within 3 working days.
- 4.6.4 A draft set of minutes will be produced as soon as possible but normally no later than 5 working days after the conclusion of the meeting. The JNCC will have responsibility for formally agreeing the minute.
- 4.6.5 Where possible, joint statements for communication will be agreed and agreed protocols around communication will be adhered to by each party.
- 4.7 The JNCC will have the power to establish sub-committees. Subcommittees will normally comprise 2 College management representatives and 3 from EIS-FELA. The quorum shall be 2 from College management and 2 from EIS-FELA. Sub-committees may make recommendations to the JNCC for amendment and / or approval.

5. DISPUTES relating to the Agreement (RPA)

- 5.1 It is in the interest of both parties to this agreement that all negotiations and consultation allowed for under this agreement will be carried out as expeditiously as possible and that every effort will be made to reach a mutually acceptable settlement.
- 5.2 If the parties are unable to come to an agreement on an issue, (relating to items negotiated under section 3.2) either party may declare a formal dispute over that matter and the matter may be referred to the agreed disputes procedure in an effort to reach settlement (see 'Appendix B – Avoidance of Disputes Procedure')
- 5.3 Status Quo Ante: In the event of a formal dispute being declared over a proposed change to terms and conditions of employment, no change shall be made to the relevant terms and conditions of employment, and no detrimental actions will be taken by either party, until the procedure set out in 'Appendix B – Avoidance of Dispute Procedure' is exhausted.

6. FACILITIES AND TIME ALLOWED FOR TRADE UNION DUTIES AND ACTIVITIES

- 6.1 The College shall make available to Representatives reasonable facilities for the conduct of their Trade Union duties and activities, including the provision of time, accommodation, and communication facilities. These provisions are set out in **Appendix C** (Facilities and time allowed for Trade Union Duties and Activities).
- 6.2 The resources provided by the College to support EIS-FELA are allocated in good faith to enable the effective discharge of duties identified in **Appendix A**

7. STATUS OF THIS AGREEMENT

- 7.1** Both parties agree to work towards and within the spirit and intention of the agreement at all times.
- 7.2** Both parties agree to review this agreement after the first year and then every two years. However, it is open to either party to table proposals to change the Recognition & Procedure Agreement at any time. No variation to the terms of this agreement may be made except with the written consent of both parties.
- 7.3** Any recommended change to the RPA, as requested by the National Joint Negotiating Committee (NJNC), will be discussed by the JNCC where appropriate.
- 7.4** One year's notice must be given by either party to withdraw from this agreement.
- 7.5** This Agreement does not affect the right of the employer to communicate with employees or the right of EIS-FELA to communicate with members.

Signed Date

Print name

(For and on behalf of the Board of Management of the College)

Signed Date

Print name

(For and on behalf of EIS-FELA)

APPENDIX A

ELECTION, ROLE AND DEVELOPMENT OF TRADE UNION REPRESENTATIVES

1. The College shall recognise Elected Representatives of EIS-FELA (hereafter referred to as Representatives).
2. EIS-FELA and the College agree that Representatives will be elected to carry out the duties prescribed by the rules of EIS-FELA and to organise and represent members in accordance with the terms of this agreement.
3. EIS-FELA will provide to the College a list of Representatives and will advise of any changes, as soon as reasonably practicable after they occur. Such lists and changes should be in writing to the Head of Human Resources.

The College understands that the role of Representatives includes the following functions:

- Negotiation and consultation on matters as listed in section 3.2
 - Representing staff for example at discipline, grievance hearings/ meetings.
 - Meetings to discuss employment/workplace issues
4. The role of the EIS-FELA Learning Representative includes the following functions:
 - Provide support, encouragement and guidance to their members on training, development and educational needs
 - Analyse learning and development needs of members
 - Consult with the College about learning and development activities
 - Play an important role in dealing with structural and organisational barriers to learning
 - Raise awareness of lifelong learning
 - Help to identify and articulate the learning needs of particular individual members
 5. The role of the EIS-FELA Health and Safety Representatives includes the functions set out in the Safety Representatives and Safety Committees Regulations 1977, and the Health and Safety (Consultation with Employees) Regulations 1996, to for example:
 - Make representations to the College on behalf of employees who carry out a lecturing role on any health, safety & welfare matter
 - Investigate accidents, near misses and other potential hazards and dangerous occurrences in the workplace
 - Represent employees when the Health and Safety Inspectors from HSE or local authorities consult them

- Investigate complaints made by an employee they represent about their health, safety or welfare in the workplace
 - Attend the Health and Safety Committee
 - To carry out regular health & safety inspections
6. The role of the EIS-FELA Equality and Diversity Representatives includes the following functions:
- Make representations to the College on behalf of members on any equality and diversity matter
 - Work with the College on the promotion of equality and diversity in the workplace
 - Assist with conducting of audits and declarations of equality status'
 - Raise awareness of issues relating to equality and diversity
 - Raise the profile of the equal treatment of workers
7. EIS commits to determining appropriate training for its Representatives to ensure they have the skills and competence to undertake their duties. The College commits to agreeing to reasonable time off with pay to allow Representatives to be trained as per the EIS recommendations

APPENDIX B

AVOIDANCE OF DISPUTES PROCEDURE

The Board of Management and Representatives of EIS-FELA anticipate that the vast majority of issues will be resolved quickly through constructive discussions as close as possible to the source of the issue. It is however also recognised that there is a need for a procedure designed to deal with issues that are unable to be resolved in this manner.

Secretariat will be organised by the management team.

1. STAGE ONE – SPECIALLY CONVENED JNCC

Where a matter under formal dispute has been referred to this procedure, it will be considered in the first instance by an exceptional session of JNCC, which will be held within 10 working days of receipt, and acknowledgement of, the dispute letter unless otherwise agreed by both parties.

Either side may invite up to 6 representatives to attend. However, both parties agree that the dispute must be treated as a priority in order to meet the 10 day timeframe.

The EIS-FELA branch officials may choose to invite an EIS Full Time Officer in addition to their representatives.

The quorum shall be 4 from management team, and 4 EIS-FELA Branch Officials.

If the JNCC is unable to resolve the issue under dispute, either party may formally declare to the other party that a failure to agree exists and the matter will then be referred to Stage Two.

2. STAGE TWO

Failing satisfactory resolution of the matter at Stage One a meeting should be held within 15 working days, unless otherwise agreed. That meeting will consist of:

- A maximum of 6 nominated Board of Management representatives (inclusive of any college management team representatives), which may include the Regional Chair or their nominated deputy.
- A maximum of 6 nominated representatives of EIS-FELA.

The Board of Management may choose to invite College Management representatives to attend the meeting; however College Management representatives will not outnumber Board of Management representatives.

EIS-FELA may choose to invite an EIS Full Time Officer to attend the meeting in addition to their 6 EIS-FELA Branch Officials.

The quorum shall be 4 from Board of Management/College Management, and 4 EIS-FELA Branch Officials.

The meeting will seek to agree a resolution to the matter under dispute. Where no satisfactory resolution can be found, and with the agreement of both parties, the matter can be referred to Stage Three of this procedure. Where no referral is made to Stage Three, the Avoidance of Disputes Procedure will be considered to be at an end.

3. STAGE THREE

Failing satisfactory resolution of the matter at Stage Two, and provided both parties agree, the matter may be referred to ACAS (or suitable alternative external agency) to provide mediation, conciliation or arbitration, with a view to finding a settlement to the dispute. Both parties have to agree to the referral and to the intervention required by ACAS (or suitable alternative external agency). In every case, all efforts will be made by both parties to resolve the dispute in the shortest timescale possible.

If a referral to ACAS is not agreed by both parties, or a referral does not bring about a settlement to the dispute, then the Avoidance of Disputes Procedure will be considered to be at an end.

APPENDIX C

TIME OFF FOR TRADE UNION DUTIES AND ACTIVITIES

INTRODUCTION

1. Elected representatives of EIS-FELA may request reasonable time off for Trade Union duties under the terms of the Trade Union and Labour Relations (Consolidation) Act 1992 ("TULR(C)A"), the Employment Relations Act 1999 and the Transfer of Undertakings (Protection of Employment) Regulations 2006, where the duties are concerned with those matters set out in Section 1 of the 2010 ACAS Code of Practice 3, namely:
 - a) Negotiations about matters which fall within section 178(2) of the Trade Union and Labour Relations (Consolidation) Act 1992 ("TULR(C)A"); namely:
 - terms and conditions of employment, or the physical conditions in which any member is required to work;
 - the engagement or non-engagement, or termination or suspension of employment or the duties of employment, of one or more employees;
 - allocation of work or the duties of employment between employees;
 - matters of discipline;
 - an employee's membership or non-membership of EIS-FELA;
 - facilities for officials of EIS-FELA;
 - arrangements for negotiation or consultation, and other procedures, relating to any of the above matters, including the recognition by the College of the right of EIS-FELA to represent employees in the bargaining unit in such negotiation or consultation or in the carrying out of such procedures.
 - b) Any other functions which are related to matters falling within section 178(2) ("TULR(C)A") which the Principal has agreed in writing that EIS-FELA may perform;
 - c) The receipt of information from the College management and consultation by the College management under section 188 ("TULR(C)A"), relating to redundancy or under the Transfer of Undertakings (Protection of Employment) Regulations 2006 that applies to members;
 - d) Negotiations with a view to entering into an agreement under regulation 9 of the Transfer of Undertakings (Protection of Employment) Regulations 2006 that applies to members; or
 - e) To perform their functions as union health and safety representatives in terms of regulation 4(2)(a) of The Safety Representatives and Safety Committees Regulations 1977;
 - f) To advise, where necessary, prepare a case and represent a College employee at a disciplinary or grievance hearing.

2. Paid time off (remission from class contact) may also be granted for:
 - a) Representatives to undertake training relating to the matters listed in 178(2) ("TULR(C) A").
 - b) Notified Learning representatives
 - c) Notified Equality and Diversity representatives
3. The College acknowledges that Elected Representatives of the Trade Union (hereinafter referred to as Representatives) require reasonable time off from teaching duties, in order to carry out their roles effectively (remission). The trade union agrees that requests for allowed time should be made in line with this agreement. The levels of remission from class contact granted under this agreement is stated in para 4.
 - 3.1 The granting of any time off will be considered in relation to reasonableness, demands of the College, impact on students, time off already granted or in prospect, and will not normally be refused.
 - 3.2 Representatives should request time off for Trade Union duties in writing via their line managers, copied to HR, with as much notice as practically possible concerning:
 - the purpose of the time off
 - their intended location
 - the timing and duration of the time off sought
 - 3.3 Representatives who request time off to undergo relevant trade union training should:
 - give adequate notice, in writing, to their line manager of their nominations for training courses (copy to be sent to HR team)
 - provide details of the content of the course

Line managers, in discussion with their HR representative, will consider each request in accordance with 3.1
 - 3.4 In exceptional circumstances, agreement may be made to allow payment for Trade Union duties carried out, out with working hours.
4. Arrangements relating to remission from class contact for EIS/FELA representatives are as follows:

General duties for Branch officials/Campus Secretaries

36 hours' class contact remission per week, to be distributed across elected representatives in accordance with sections 5 & 6.

Health and Safety Representatives	3 hours' class contact remission per week, per elected representative, not to be distributed if role is vacant.
Learning Representatives	3 hours' class contact remission per week, not to be distributed if role is vacant
Equality and Diversity Representative	3 hours' class contact remission per week, not to be distributed if role is vacant

The class contact remission above is to be granted for the 36 teaching weeks of the year.

5. EIS-FELA shall advise the Principal of the names of their representatives in the College, and their status, and state how the agreed remission is to be distributed across the representatives.
6. Where EIS-FELA wish to redistribute remission (e.g. amongst existing Branch Officials through reasons of absence or as a result of a Branch Official leaving their role and/or a new Branch Official being elected) this would normally occur at the earliest opportunity, consistent with regard student needs and effective staff representation, and have prior agreement by the Principal.
7. Meetings/ballots/elections will not be held in such a way that they adversely impact on delivering services to students.
8. The College recognises that members of EIS-FELA may sit on national committees and sub committees as specified in the schedule issued by EIS National Office, annually. Time to attend national committees and sub committees must be taken using remission provided in Appendix C.
9. Requests to attend any other national activities such as conferences, seminars, AGM etc. should be put in writing by EIS-FELA to the Principal. Time off to attend these activities must be reasonable and the granting of any time off will not normally be refused.
10. All those who are elected as EIS-FELA delegates to EIS-FELA National Conferences, to EIS Council, and as EIS-FELA delegates to STUC conferences shall be granted paid release to attend, by following procedure outlined in 9 above.

Expenses incurred whilst on national duties and activities or national bargaining duties are the responsibility of EIS HQ.

11. In accordance with Section 1, (6.1), facilities will be provided to EIS-FELA branch:

- Quarterly reports of staff covered by this recognition agreement
- Promotion of the EIS-FELA for new starters, i.e. induction, intranet etc
- Photocopying facilities, in accordance with departmental procedures
- Accommodation and secure storage, telephone and PC access.
- Reasonable reimbursement of travel expenses incurred whilst on Edinburgh College trade union duties.

RECOGNITION & PROCEDURE AGREEMENT (RPA)

BETWEEN THE BOARD OF GOVERNORS of EDINBURGH COLLEGE (the College)

AND

Unison

1. INTRODUCTION

- 1.1 The spirit and intention of this agreement is to promote good relations between Edinburgh College (the College) in its role as employer and the officially recognised Trade Union (Unison) who are signatories to this agreement.
- 1.2 All parties acknowledge a common interest in advancing the organisational and educational aims of the College and in establishing terms and conditions for all corporate staff to further advance these aims.

2. KEY PRINCIPLES

2.1 Purpose

The purpose of this agreement is to establish procedures whereby the College and its recognised Trade Union can consult and negotiate as appropriate on matters relating to the terms and conditions of employment and the professional activities of all corporate staff in the College as set out in the following paragraphs.

2.2 Diversity & Equality

The parties to this agreement are committed to the principles of Diversity & Equality throughout the full life cycle of employment and related Trade Union activities. This commitment is made with particular reference to the Public Sector Equality Duty, with specific regard to the protected characteristics defined in the Equality Act 2010, these are: Race; Religion or Belief; Sex; Sexual Orientation; Marriage & Civil Partnership; Pregnancy & Maternity; Age; Disability; Gender Re-assignment.

2.3 Membership of a Trade Union

The College recognises the right of all staff to join a Trade Union and to take part in its activities, as well as the right not to join a Trade Union.

Staff will be free to join and remain in membership of a Trade Union, subject to the rules of that Trade Union. The College will advise newly appointed staff of this agreement at the point of recruitment/induction.

The College recognises the following roles within the trade union branch:

Branch Representative: Chair and Secretary
Health & Safety Representatives
Union Learning Representatives

It is also recognised that there will be a named representative at each campus who may or may not hold one of these positions.

2.4 Good Faith

The parties acknowledge the importance of establishing and maintaining confidence in the consultation and negotiation arrangements voluntarily established under this agreement and confirm their intention to consult and negotiate in good faith. This agreement will be fully compliant with all relevant employment legislation. The terms guaranteed by this agreement over and above statutory provisions are not legally enforceable.

3. SCOPE

3.1 Staff Representation

The Board of Governors of the College recognises Unison as the sole representatives of the Corporate Staff of the College for collective consultation and bargaining. Roles within the Executive Team and Leadership Team are not covered by this agreement.

3.2 Scope of Recognition

The College will negotiate with Representatives of Unison on contractual matters including:

- Pay and Benefits
- Conditions of Service

The College will consult on

- Significant Changes to Staffing Structures
- Policy Development
- Proposed Redundancies

- Business Transfers (TUPE)

This is not an exhaustive list

3.3 Signatories

When an agreement is reached through the Joint Consultation and Negotiation Committee (JCNC) forum outlined below Management (HR?) and Branch representatives (Branch Secretary/Chair?) will sign the agreement on behalf of the parties they represent.

3.4 Organisational Change and Redundancy

The College agrees that, before altering significantly any established work practices or changing significantly the way the College is structured or operates, College Management shall consult with the Representatives of the Trade Union.

4. PARTNERSHIP WORKING: CONSULTATION AND NEGOTIATION FRAMEWORK

The parties agree to consult and negotiate (as appropriate) through the following structure.

5. JOINT CONSULTATION AND NEGOTIATION COMMITTEE (JCNC)

Remit: Consultation and negotiation (as appropriate) within the scope of representation as detailed in section 3.2 of this document. Any grievance raised by an employee (or as one of a group of similarly placed individuals), and any dissatisfaction which the College may have with the work performance or conduct of an individual shall be pursued in accordance with the College's relevant, formal procedure.

- **Frequency:** The JCNC will meet twice a semester or additionally when required by either of the parties in the agreement.
- **Attendees:** A maximum of **four** Trade Union and Management representatives with a quorum of two representatives from each side. The Meetings will be Chaired by HR and other Management attendees will be Curriculum Leads along with the Principal where possible.
- **Records:** A formal minute of the JCNC will be taken by Human Resources, agreed and published.

6. DISPUTES relating to the Agreement (RPA)

6.1 In the event of a formal dispute arising concerning any issue that is subject to negotiation, and subject to the agreement of both parties, under this agreement or any other agreements reached under this agreement,

signatories to this agreement should refer to Appendix B – ‘*Avoidance of Disputes Procedure*’ which identifies a three step procedure.

It is in the interest of both parties to this agreement that all consultation / negotiations (as appropriate) will be carried out as expeditiously as possible and that every effort will be made to reach a mutually acceptable settlement.

7. FACILITIES AND TIME ALLOWED FOR TRADE UNION ACTIVITIES

- 7.1** The College shall make available to Representatives reasonable facilities for the conduct of their Trade Union duties and activities, including the provision of time, accommodation, and communication facilities. These provisions are set out in **Appendix C** (Facilities and time allowed for Trade Union activities).

8. STATUS OF THIS AGREEMENT

- 8.1** Both sides agree to work towards and within the spirit and intention of the agreement at all times.
- 8.2** Both parties agree to review this agreement after the first year and then every two years. However, it is open to either party to table proposals to change the Recognition & Procedural Agreement at any time. No variation to the terms of this agreement may be made except with the written consent of both parties.
- 8.3** Six months’ notice must be given by either party to withdraw from this agreement.

Signed Date

Print name

(For and on behalf of the Board of Governors of the College)

Signed Date

Print name

(For and on behalf of the Trade Union)

APPENDIX A

1. ELECTION AND ROLE OF TRADE UNION REPRESENTATIVES

- 1.1** The College shall recognise Accredited Representatives of Unison (hereafter referred to as Representatives).
- 1.2** The Trade Union and the College agree that Representatives will be elected to carry out the duties prescribed by the rules of the Trade Union and to organise and represent members in accordance with the terms of this agreement.
- 1.3** The Trade Union will provide to the College a list of Representatives and will advise of any changes, as soon as reasonably practicable after they occur. Such lists and changes should be in writing to the Head of Human Resources and CPD.
- 1.4** The College understands that the role of Representatives includes the following functions:
- Be the first and main point of contact to members on their rights, entitlements and workplace issues (both individual and collective).
 - Communicate with and be a spokesperson for members
 - Represent members in grievances and disciplinary disputes, and other formal hearings
 - Negotiate and consult with the College in the local context
 - To recruit new members.

The role of the Trade Union Learning Representative includes the following functions:

- Provide support, encouragement and guidance to their members on training, development and educational needs
- Analyse learning and development needs of members
- Consult with the College about learning and development
- Play an important role in dealing with structural and organisational barriers to learning
- Raise awareness of lifelong learning.
- Help to identify and articulate the learning needs of particular individual members

The role of the Trade Union Health and Safety Representative includes the following functions:

- Make representations to the College on behalf of members on any health, safety & welfare matter.
- Investigate accidents, near misses and other potential hazards and dangerous occurrences in the workplace.

- Represent employees when the Health and Safety Inspectors from HSE or local authorities consult them.
- Investigate complaints made by an employee they represent about their health, safety or welfare in the workplace.
- Attend the Health and Safety Committee.
- To carry out regular health & safety inspections

1.5 The Trade Union commits to training its Representatives to provide them with the skills and competence to undertake their duties The College commits to agreeing to reasonable time off with pay to allow Representatives to be trained as per the ACAS Code of Practice for Time Off for Trade Union Duties, January 2010.

1.6 The resources provided by the College to support Unison are allocated in good faith to enable the effective discharge of duties identified in 1.4 above. Evidence of good communication, supported by regular meetings with members would result in constructive working together to achieve the best possible outcomes.

APPENDIX B

AVOIDANCE OF DISPUTES PROCEDURE

The Board of Governors and Accredited Representatives of Unison anticipate that the vast majority of issues will be resolved quickly through constructive discussions as close as possible to the source of the issue. It is however also recognised that there is a need for a procedure designed to deal with issues that are unable to be resolved in this manner.

1 STAGE ONE – SPECIALLY CONVENED JCNC

In the first instance the matter should be considered by an exceptional session of JCNC, which will be arranged within **10** working days, unless otherwise agreed. Trade Union Area Officers may be invited to attend, in addition to the appropriate representatives of College Management. If JCNC is unable to resolve any issue either side may formally declare to the other side that a failure to agree exists and the matter may then be referred to Stage Two.

2 STAGE TWO

Failing satisfactory resolution of the matter at Stage One a meeting should be arranged within 10 working days, unless otherwise agreed, between:

- nominated representatives of the Board of Governors
- nominated representatives of Unison .

The Board of Governors may choose to invite College Management representatives from the JCNC to attend, and the trade union may choose to invite representatives of the branch committee to attend, in order to facilitate a satisfactory result.

3 STAGE THREE

Failing satisfactory resolution of the matter at Stage Two, and provided both parties agree, the matter may be referred to ACAS (or suitable alternative external agency) to provide conciliation or arbitration. Both parties have to agree to the referral and to the intervention required by ACAS (or suitable alternative external agency).

Appendix C

FACILITIES AND TIME ALLOWED FOR TRADE UNION DUTIES & ACTIVITIES

1. Introduction

- 1.1 This agreement has been drafted in accordance with the Trade Union and Labour Relations (Consolidation) Act 1992, The Employment Act 2000 and the ACAS Code of Practice for Time Off for Trade Union Duties (January 2010).

2. General Principles

- 2.1 The College acknowledges that Accredited Representatives of Unison require reasonable time from duties, and facilities, in order to carry out their roles effectively.
- 2.2 The Trade Union agrees that requests for allowed time should be made in line with this agreement.
- 2.3 It is impossible to be prescriptive about all duties, activities and the time required to carry them out, however the College agrees that requests for additional time, training and facilities will be granted wherever it is reasonable.
- 2.4 Where Representatives are unable to attend Unison will designate a suitable substitute from the Branch Committee who will be entitled to time for union duties.

3. Representatives

- 3.1 Unison will be entitled to elect Representatives, recognised by the College for negotiation and consultation purposes.
- 3.2 In compliance with statutory provision, Unison will be entitled to appoint Health & Safety Representatives and Learning Representatives.

4. Time for Trade Union Duties

- 4.1 There is a statutory right for Representatives to be permitted reasonable paid time during working hours to carry out Trade Union duties.
- 4.2 The College will give Representatives (who are working their normal hours at the time of the meetings) reasonable time with pay for the following:

- negotiations on matters covered by this agreement;
- consultation on matters covered by this agreement;
- health and safety duties;
- representation of members at formal hearings
- participation in training appropriate to a Representative's role and duties as a Trade Union official,
- Learning Representative duties.
- to recruit new members

4.3 Pay for those purposes will be defined as the amount the Representatives would have earned had they worked during that period.

4.4 Representatives, in the course of carrying out their official duty, may also require time to:

- prepare for negotiations or consultation;
- inform members of progress of negotiations or consultation;
- explain outcomes of negotiations or consultation to members;
- prepare for agreed meetings with the College;
- discuss learning opportunities with members;
- discuss Health & Safety issues with members.

Reasonable requests will be looked upon favourably by College Management. However, by mutual agreement, such time should only be taken where it does not adversely affect the needs of the College.

5. Unpaid Time for Trade Union Activities

5.1 There is a statutory right to reasonable unpaid time off for Trade Union activities for either members or Representatives, provided these activities in themselves do not constitute industrial action.

5.2 "Activities" are not the same as the "duties" detailed above. Activities are actions taken by members in relation to their Trade Union, examples of which are given below in 5.4.

5.3 There is no statutory right to **paid** time off for such activities. However, the College may consider payment in certain circumstances.

5.4 Trade Union activities include, but are not limited to:

- Representatives taking part in branch, area or regional meetings, meetings of official policy making bodies of the Trade Union, and meetings with full time Trade Union officials to discuss issues relevant to the College;
- Trade Union members attending meetings within the College to discuss and vote on the outcome of negotiations, voting in Trade Union elections, and access to services provided by a Trade Union Learning Representative.

- Such time should only be taken where it does not adversely affect the needs of the College.

6. Time Allowed for Training

- 6.1 Representatives must be trained or undertake approved TUC or UNISON training within a reasonable period of their election to the role.
- 6.2 The College will support the relevant training of Representatives by the Trade Union. Representatives will be given reasonable time off with pay for the purpose of receiving training which the College agrees is appropriate to their role and duties and which will enable them to effectively carry out their Trade Union duties.
- 6.3 The training must be approved by the TUC and/or the Trade Union.
- 6.4 Examples of training include:
 - representation;
 - negotiation;
 - Health and Safety;
 - Learning Representative;
 - general updating of skills and/or knowledge.
- 6.5 All requests for paid time off should be made in writing to the Head of Human Resources and CPD. The immediate line manager must be informed by the Representative if a request is to be made and the outcome should also be advised.

7. Facilities

- 7.1 The College will provide Representatives with reasonable use of appropriate facilities for record keeping and storage, office space, noticeboard/s, access to telephone, fax, printer, photocopier, IT facilities and internal mail distribution system in respect of official Trade Union duties.
- 7.2 Meeting rooms will be made available to Representatives.
- 7.3 The above facilities will be made available free of charge, but the College reserves the right to introduce a charge if the costs become a burden on College finances. It is agreed that, in the absence of specific agreement from the College, such meetings will be held to minimise any disruption to College working arrangements. The College will facilitate an Annual General Meeting, within normal working hours, in a non-teaching week, at a date, time and campus agreed with the College to enable Unison to conduct its union business.

8. Time for trade union activities for Unison Representatives

- 8.1 The College agrees to allocate the following time from normal working arrangements:

For the Academic Year 2012/13 and 2013/14, a total of up to 1000 hours per year (excluding travel time) will be allocated for all trade union duties. It is recognised that during the current academic year (2012/13) additional time may be required to support high level activity. Reasonable requests for additional time will be considered by the College on a case by case basis.

- 8.2 The College agrees to allow the Trade Union to re-distribute the above time amongst its branch representatives including Health & Safety and Union Learning Representatives. Unison must notify the Human Resources department of the date of the reallocation of duties, time and the recipient.

