

From: Edinburgh College Freedom of Information

Sent: 27 May 2019 17:09

To: [REDACTED]

Subject: RE: Freedom of Information request - scope of NRPA

Dear [REDACTED]

Our Ref: **021/19**

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 27 April 2019. The College has considered your request as a request for information under section 1 of the Freedom of Information (Scotland) Act 2002 ("FOISA").

021/19 (1): How many directly employed support staff are currently outwith the scope of the NRPA. Specifically, how many support staff, how many lecturing staff and how many other staff including senior staff are not included in the national bargaining arrangements for the college sector?

54 Middle Managers

16 Senior Managers

021/19 (2): How does the College determine which staff are outwith the scope of the NRPA? If there is a procedure or any supporting/explanatory documentation (e.g. board papers), please attach a copy.

The Unison RPA is attached.

021/19 (3): How many staff have come out of scope in the last year? Who made the decision to remove these roles from scope. Again, please provide copies of any supporting documentation.

No positions have come out of the scope of the NRPA in the last year.

021/19 (4): If any staff outwith scope received pay rises in the last year, who made the decision to award these? Please provide a copy of any supporting documentation.

December 2017, the Remuneration Committee made the decision to pay middle managers in line with the support staff increase and CMS, SMT & Executive in line with the lecturers' harmonisation.

021/19 (5): Please list the roles and FTE (full-time equivalent) numbers for posts outwith the scope of the NRPA.

As per attached spreadsheet

021/19 (6): What was the total annual cost of these pay rises for the staffing group outwith the NRPA over the past year?

£151,828

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.

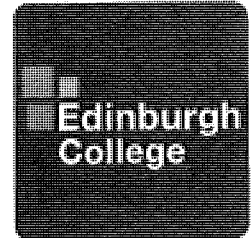
You also have the right to appeal to the Court of Session on a point of law following a decision of the Commissioner.

Regards

FOI Team

EDINBURGH COLLEGE

FINAL VERSION



For the future you want

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.

Job Title	FTE
Access Centre Manager	1
Accommodation/Leisure Manager	1
Assistant Principal	3
Business Development Manager	1
Chief Operating Officer	1
Communications & Social Media Manager	1
Curriculum Manager	21.5
Development Service Lead	1
Development Trust Manager	1
Digital Devices and Quality Service Lead	1
Digital Infrastructure Service Lead	1
Events & Stakeholder Manager	1
Executive Development Manager	1
Facilities Manager	2
Finance Manager	2
Financial Accountant	1
Group Health & Safety Manager	1
Head of Commercial Development	1
Head of Corporate Development	1
Head of Creative Industries	1
Head of Curriculum Planning and Performance	1
Head of Engineering and Built Environment	1
Head of Estates Services	1
Head of Finance	1
Head of Health Wellbeing & Social Science	1
Head of HR & OD	1
Head of Student Experience	1
Head of Tourism & Hospitality	1
HR Business Partner	2.6
Information Manager	1
International Business Manager	1
Learning Technology & Resources Manager	1
Marketing Manager	1
MIS Manager	1
Nursery Manager	1
Portfolio Manager	1
Principal	1
Project Manager	1
Quality Assurance Manager	1
Quality Enhancement Manager	1
Student Experience Manager	1
Student Experience Manager (Recruitment and Admissions)	1
Student Funding Manager	1
Student Recruitment Manager	1