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# **John Wheatley College**

All Staff

## **Trades Union Recognition and Procedure Agreement (Consultation)**

Approved by the Board of Management

11 May 2010

## **Recognition and Procedure Agreement**

**between**

**The Board of Management of John Wheatley College**

**and**

**The Educational Institute of Scotland/Further Education Lecturers' Association,**

**Unison and**

**Association for College Management (ACM)**

### **Interpretation**

In this agreement, unless the context requires otherwise, the following expressions have the meanings assigned to them:

"College" - Means the Board of Management of John Wheatley College;

"Board of Management" - Means the governing body of the College as defined in the Further and Higher Education (Scotland) Act 1992, as amended;

"Participants" - Means the trades unions, the Educational Institute of Scotland/Further Education Lecturers' Association, Unison and the Association for College Management;

"College Staff" - Means all Support Staff and Lecturing Staff employed by John Wheatley College including the Principal, Depute Principal, Assistant Principals and Associate Principals;

"Agreement" - Means this Recognition and Procedure Agreement; and

"Committee" - Means the College Joint Consultation Committee for College Staff.

### **Statement of Recognition**

The College hereby recognises the Participants who are signatories to this Agreement as the representatives for consultation in respect of the determination of the matters covered by this Agreement for College Staff employed by the College.

Should another body, defined as a trade union under the TULRCA 1992 or other association, representing College Staff (where such staff are not registered as members of the recognised trades unions) achieve the numbers required for recognition (as defined in the Employment Relations Act 1999), the College will consider an application from such an organisation for recognition within the scope of this Agreement within ten (10) working days of receipt of the request. Upon becoming party to this Agreement such an association will automatically be conferred consultation rights of an equivalent to the recognised trades unions.

### **Scope of Recognition**

The purpose of this Agreement is to establish a consultation procedure between the College and the

Participants whereby terms and conditions of service can be consulted upon for all grades of College Staff (as defined under the section regarding Interpretation). The Participants are recognised by the College for the purposes of consultation and information provision in respect of the issues identified in Appendix 1 in relation to College Staff. This list is not intended to be exhaustive and may be amended occasionally subject to mutual agreement.

### **Statement of Intent**

The signatory parties to this Agreement are committed to open and constructive employment relations in the interests of the College's students and staff. They acknowledge the importance of establishing and maintaining confidence in consultation arrangements voluntarily established under this Agreement and recognise the need to consult in good faith. It is not intended that the provisions of this Agreement shall be legally binding on any of the signatory parties. The procedures are designed to facilitate voluntary consultation on appropriate matters of mutual concern.

This Agreement shall not detract from the right of communication between the College and its staff and between the Participants and their members.

### **Amendment to the Agreement**

This Agreement shall only be changed or modified by mutual agreement of the signatory parties.

### **Notice**

The College may not terminate this agreement during the life of the agreement (except within the term of the Employment Relations Act 1999) and the Participants may withdraw at any time giving ten (10) working days notice of such an intention in writing.

### **Consultation Machinery**

#### Joint Consultative Committee

The College Joint Consultative Committee for College Staff shall be a single body representing the interests of all College Staff and shall consist of two representatives from each of the Participants. Each of the Participants shall be entitled to nominate representatives of College Staff from its membership to this body. These representatives shall be College employees and normally shall include the branch chairperson of the Participant/Association. The College and the Participants shall each appoint a secretary; the College secretary shall be formally apprised of the identity of these nominees. Substitution shall be permitted with the prior agreement of the Principal and notification to the College secretary and all interested parties subject to this agreement within a minimum of 3 working days prior to the meeting.

The College shall be represented by the Principal and Human Resources Manager. The Principal shall be entitled to invite up to two (2) other members of senior staff to attend as observers as he/she considers appropriate to the agenda of any particular meeting.

The Principal or his nominee shall act as the Committee's Chair and meetings shall be held in accordance with a schedule established at the start of each academic session. There shall normally be a minimum of four (4) such regular meetings per academic session.

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In exceptional circumstances, which are mutually agreed as such by all parties to the Agreement, the Principal may call on his own behest or branch secretaries may call on behalf of their members additional meetings of the Committee as required.

Notice of a meeting will be by means of an agenda with relevant papers for each item on the agenda. The agenda and papers for each meeting will normally be issued five (5) working days prior to the date of the meeting. Papers for inclusion on the agenda must be submitted to the Assistant to the Board a minimum of seven (7) working days prior to the meeting. No item will be included on the agenda without a relevant paper.

The facility will exist for an informal meeting, without agenda, as a means of developing an agenda for future formal meetings. No record of this meeting will be retained.

Minutes of the formal meetings shall be kept on behalf of the Secretary, published and once approved distributed, as appropriate, by branch secretaries for the information of staff. Similarly, these minutes shall be placed by the Principal, as a matter of routine, on the agendas of appropriate scheduled meetings of the Board of Management's Personnel and Staffing Committee for information purposes.

### **Facilities**

The College acknowledges that the undernoted Participants' representatives are entitled to reasonable time to carry out trades union duties and activities in accordance with the information contained on page 7, section (f):

- the branch secretary;
- the branch chairperson;
- the health and safety representative; and
- the learning representative.

### **Period of Recognition**

This Agreement will take effect as soon as it has been signed on behalf of the College and on behalf of the Participants.

The signatories to this Agreement reserve the right to review its recognition on a three (3) yearly basis. In this respect it will invite applications for recognition from trades unions (as defined by TULRCA 1992) or associations which have a minimum of fifteen (15) members or twenty per cent (20%) (whichever is the least) of the full and part-time staff employed by the College in the appropriate workgroup averaged over a thirteen-week period. Applications for consideration should be made to the Board of Management's Personnel and Staffing Committee.

### **Appeals Procedure**

Appeals against a decision of the Personnel and Staffing Committee not to recognise a trades union or association which has made an application for such status shall normally be heard by an ad-hoc committee of the Board of Management established solely for that purpose. This ad-hoc committee shall be chaired by the Board of Management's Vice Chair and shall comprise two (2) other members of the Board who are not members of the Personnel and Staffing Committee, nor the Principal, the staff representative or the student representative. Normally such appeals shall be held

within twenty (20) clear working days of receipt.

Appellants shall have the right to be represented by an external adviser. The College reserves the right to be similarly represented if legal advice is sought for this purpose. A trades union or association involved in such an appeal should give twenty (20) clear working days notice of any intention to be so represented to the Clerk to the Board of Management.

If a trades union remains dissatisfied with the outcome of the College's decision it has the right, under the terms of the Employment Relations Act 1999, to make application to the Central Arbitration Committee on this matter.

Signed on behalf of the College

Board of Management

A. Chubb

Chair of Board of Management Position Held

18 March 2010 Date

Signed on behalf of the Unions

EIS/FELA

P. Gallagh

CHAIR. EIS/FELA Position Held

17/03/2010 Date

Unison

S. Dixon

Unison Secretary Position Held

17/3/10 Date

ACM

[Signature]

Civil Act Position Held

11/3/10 Date

AK/DMS

John Wheatley College

February 2010

**Appendix 1**  
**Appendix to Recognition and Procedure Agreement**

**Examples of Trade Union Duties**

The headings below are drawn from s178 TULRCA, 1992 as amended and the examples from the ACAS Code of Practice. Section (h) details items specific to the College.

For the purposes of the Recognition and Procedure Agreement, the list below details the matters with which the College will negotiate, consult and inform the recognised trades unions and professional Association.

- (a) terms and conditions of employment, or the physical conditions in which workers are required to work:**
- pay N
  - hours of work N
  - holiday entitlement and pay N
  - sick pay arrangements (excluding absence policies) N
  - pensions N
  - notice periods N
- (b) engagement or non-engagement, or termination or suspension of employment or the duties of employment, of one or more workers:**
- recruitment and selection policies I
  - human resource planning I
  - redundancy and dismissal arrangements C
  - absence policies C
- (c) allocation of work or the duties of employment as between workers or groups of workers:**
- job grading I
  - job evaluation C
  - job descriptions I
  - flexible working practices C
  - utilisation of machinery and other equipment C
- (d) matters of discipline:**
- disciplinary procedures C
  - arrangements for representing TU members at internal interviews C
  - arrangements for appearing on behalf of TU members, or as witnesses, before agreed outside appeal bodies or Employment Tribunals C
- (e) trade union membership or non-membership:**
- representational arrangements C
  - any union involvement in the induction of new workers C

**(f) facilities for officials of trade unions:**

- accommodation N
- equipment N
- names of new workers to the union N

**(g) machinery for negotiation or consultation and other procedures:**

- collective bargaining N
- grievance procedures N
- joint consultation N
- communicating with members N
- communicating with other officials also concerned with collective bargaining with the employer N

**(h) strategic management of the college:**

- college development plan C
- college capital plan C
- college staff development priorities C
- vocational and professional training C
- career development review C
- college staff structures C
- college budget/annual accounts I
- holiday patterns and procedures C

**i) Equal Opportunities**

- equality policies C
- equality schemes and action plans C
- equality agenda C