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# **John Wheatley College**

Lecturing Staff

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

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**

### **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 union – the Educational Institute of Scotland – Further Education Lecturers' Association as signatories to this Agreement;

"Lecturing Staff" – Means all Lecturing Staff employed for the primary purposes of both teaching and assessment by John Wheatley College excluding the Principal, Depute Principal, Assistant Principals and Associate Principals;

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

"Committee" - Means the College Joint Negotiating Committee for Lecturing Staff.

### **Statement of Recognition**

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

Should another body, defined as a trades 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 association 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 negotiation rights of an equivalent to the recognised trades unions.

### **Scope of Recognition**

The purpose of this Agreement is to establish a negotiating procedure between the College and the Participants whereby pay and conditions of service can be determined for the Participants (as defined under the section regarding Interpretation). Negotiations regarding pay and conditions of service will be held concurrently as required. The Participants are recognised by the College for the

purposes of collective bargaining in respect of the following in relation to Lecturing staff:

Pay;

Terms and conditions of employment;

Facilities for Participant's officials; and

Machinery for negotiation or consultations, including recognition issues, and related procedures.

Appendix 1 to this Agreement details the matters with which the College will negotiate, consult and inform the Participants. This list is not intended to be exhaustive and may be amended occasionally subject to mutual agreement.

### **Negotiating Bodies**

The College and the Participants undertake to accept and implement the agreements that are negotiated from time-to-time by the College Joint Negotiating Committee for Lecturing Staff and adopted by the College.

### **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 negotiating arrangements voluntarily established under this Agreement and recognise the need to negotiate and 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 negotiation 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 its 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 terms 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.

### **Negotiation Machinery**

a) Joint Negotiating Committee (Lecturing Staff)

The College will negotiate through a panel appointed, to represent the Board of Management Side,

by the Board of Management and the Participants will negotiate through a Joint Employee Panel appointed by them. The Board of Management Side and the Joint Employee Panel will each appoint a chair and a secretary for their respective sides.

Negotiations between the Board of Management Side and the Joint Employee Panel shall be conducted within a committee to be known as the College Joint Negotiating Committee for Lecturing Staff. Meetings of the Committee shall be held a minimum of twice in each calendar year, one meeting shall be an Annual General Meeting for the purpose of appointing or reviewing any standing sub-committees. The joint secretaries will make the arrangements for these and any other meetings that may be required at the request of either the Principal or the Chair of the Joint Employee Panel.

The composition of each side of the Committee shall be as determined by the sides separately but shall not exceed three (3) members of each side with the College Board of Management nominating its representatives from College managers. College managers not covered by this agreement shall not be eligible to participate as an employee representative. This will entitle EIS/FELA to three (3) members.

The Participants agree that this will be reviewed if other associations are subsequently recognised for the purposes of this Agreement. Observer status may be granted to up to two (2) members (in excess of the Committee's membership composition) from either the Board of Management Side or the Participants who are employees of the College. The Participants shall formally apprise the Board of Management Side secretary of the identity of the membership of the Joint Employee Panel. One (1) month's notice shall normally be given of changes in membership. Substitution shall be permitted with the prior agreement of the Principal and notification to the Board of Management Side and Joint Employee Panel secretary within a minimum of three (3) clear working days prior to any meeting. The Committee may from time-to-time appoint from among its own members a sub-committee or sub-committees to discharge such of the functions of the Committee as the Committee may specify.

The quorum for a meeting of the Joint Negotiating Committee shall be four (4) representatives comprised of two (2) representatives from the Participants and two (2) representatives from the Board of Management Side. The Participants agree that this will be reviewed if other associations are subsequently recognised for the purposes of this Agreement. In the case of a sub-committee, the quorum shall be for determination by the Committee when the sub-committee is first established.

A formal record of proceedings (including agreements) shall be made by a member of the College's Human Resources staff who shall not take part in the proceedings of any meeting. Agreements reached by the Committee will be binding. The signatories of each of the parties hereto hereby confirm that they have authority to bind the party on whose behalf they sign in terms of this Agreement. Agreements reached between the two sides will be set out in a text jointly approved by the two sides, which text will be subscribed by the Joint Employee Panel Secretary and the Chair of the Board of Management (or their nominee).

#### b) Arrangements for the Resolution of Disputes.

If a collective dispute or a collective grievance (defined as a grievance held in common by two or more members of the staff represented by the recognised trades union) arises relating to terms and conditions of employment, then the following procedures should be followed:

- i) the elected officers of the trades union/s shall formally advise the Principal, or in his/her absence the Depute Principal of the existence and substance of a dispute;
- ii) a meeting shall be arranged between the College management and elected local/full-time officers of the trades union/s within 10 working days or otherwise by mutual agreement;
- iii) this meeting may adjourn for further discussions by mutual agreement but shall otherwise formally record either agreement or failure to agree; and

iv) if management and the union/s are unable to resolve the dispute, then the parties may agree to seek conciliation or arbitration through a mutually agreed independent third party. Failure to reach agreement on selection of a third party will result in referral to the Advisory, Conciliation and Arbitration Service (ACAS).

### c) Status Quo

The Participants accept that no industrial action shall be taken until all possible means of resolving disputes have been exhausted. The Participants and the Board of Management Side also accept that whilst issues are in dispute the status quo shall be maintained. The status quo shall be defined as the existing arrangements which were in place prior to the formal notification of the dispute which shall continue to apply. For the purposes of clarity and in relation to the Health & Safety at Work Act 1974 where changes in practices or procedures have been introduced in the interests of health and safety these shall remain in place in preference to the status quo as applicable.

### **Facilities**

The College acknowledges that the undernoted Participant's 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):

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

The College agrees to grant the recognised trades union's local representatives reasonable time off with pay to undergo training which is relevant to their role as a union representative (all such training to be approved by their trades union and time off agreed by their line manager and the Principal in advance).

### **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 lecturers employed by the College 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.

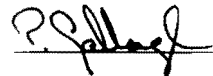
Signed on behalf of the College

Signed on behalf of the Union

Board of Management

EIS/FELA

  
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Chair of Board of Management Position Held

CHAIR EIS. Position Held

18 March 2010 Date

17/03/2010. Date

**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.

- (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