

Nominations and Remuneration Committee

Date of Meeting	Thursday 24 September 2020
Paper Title	GCRB and the National Recognition and Procedures Agreement
Agenda Item	6
Paper Number	NRC1-B
Responsible Officer	Martin Boyle, Executive Director
Recommended Status	Disclosable
Action	For Decision

1. Report Purpose

- 1.1.** To provide an overview of the National Recognition and Procedure Agreement (NRPA) in line with the committee request of Thursday 12 March 2020, and to provide a recommendation for GCRB based on the agreement's current structure and purpose.

2. Recommendations

- 2.1.** That the Committee **notes** the current position of the NRPA as the key document for jointly agreeing terms on issues, such as pay and terms and conditions of employment in Scotland's colleges in partnership with the trade unions (EIS, GMB, UNISON and UNITE).
- 2.2.** That the Committee **agree** with the position that GCRB does not proceed with adopting the NRPA at the present time.
- 2.3.** That the Committee **agree** with the position that GCRB revisit this position at a later date to ensure best appropriate long-term approach.

3. Report

- 3.1.** The National Joint Negotiation Committee (NJNC) was established to jointly agree terms on issues, such as pay and terms and conditions of employment in Scotland's colleges in partnership with the trade unions (EIS, GMB, UNISON and UNITE). The main agreement is contained within the NRPA (Appendix One).
- 3.2.** It is clear and explicit that this is a recognition and procedures agreement between Scotland's individual colleges as employer and specific trade unions, with individual colleges as signatories to the agreement.
- 3.3.** Staff defined as falling under the auspices of the NRPA are defined as "Staff employed by the Colleges that are currently employed on contracts of employment negotiated through collective bargaining."

- 3.4.** Relevant parties identified for the purposes of negotiation under the NRPA are as follows:
- 3.4.1. Staff: The representatives appointed by the Unions that are authorised to negotiate with the Management Side on behalf of Defined staff.
 - 3.4.2. Management: The representatives appointed by the Colleges that are authorised to negotiated with the Staff Side on behalf of the Colleges.
- 3.5.** In analysis of the NRPA and associated works of the NJNC it is reasonable to conclude that GCRB is not a 'signatory college' and therefore would have no reasonable representation on the management side, nor would it be reasonable to conclude that staff would have reasonable recognition on the staff representative side, with both elements lying outwith the established reason for the agreement.
- 3.6.** It could be concluded that the agreement would not work in harmoy with the remit of the GCRB Nominations and Remuneration Committee without having appropriate representation nor influence on decisions which would have material impact on the business of committee and on GCRB staff.
- 3.7.** It is therefore recommended that the committee agrees with the current position, while more fully considering the effective mechanisms for agreeing terms and conditions, remuneration, increases and other salient points relating to the staff directly employed by GCRB.

4. Risk Analysis

- 4.1** There is a risk in a potential failure to effectively manage people issues, ensuring the effective capacity of GCRB, and maintaining appropriate adherence to legislation, as outlined in the following risks:

11: The approach to people issues (e.g. equality/diversity, skills mix, resourcing of GCRB etc.) is unsatisfactory and we're unable deliver our objectives (reviewed Oct 2019).

12: The capacity and capability of the Board is inadequate and standards of governance fall below the level required (reviewed Apr 2020).

13: There is a breach of legislation/guidance/code of practice and this results in a failure of governance (reviewed Jun 2019).

5. Legal Implications

- 5.1.** GCRB is required to adhere to employment law, and make appropriate use of legislation, guidance and codes of practice in this area.

6. Resource Implications

- 6.1.** Given that GCRB's staff are its main resource there is a risk in ensuring that its capacity and capability are effectively maintained and safeguarded.

7. Equalities Implications

7.1. It is important that equalities legislation and guidance are effectively maintained in this area.

8. Strategic Implications

8.1 There are no additional strategic implications beyond those relating to the risks outlined above.

Recognition and Procedures Agreement Between

Scottish FE Colleges

And

The Educational Institute of Scotland (EIS), General Municipal & Boilermakers Union (GMB,) UNISON and UNITE the Union.

1 Introduction

In this agreement the following terms have the meanings assigned to them

Colleges	The colleges that are signatories to this Agreement; Argyll College, Ayrshire College, Borders College, City of Glasgow College, Dumfries and Galloway College, Dundee and Angus College, Edinburgh College, Fife College, Forth Valley College, Glasgow Clyde College, Glasgow Kelvin College, Inverness College, Lews Castle College, Moray College, New College Lanarkshire, Newbattle Abbey College, North East Scotland College, North Highland College, Orkney College, Perth College, Sabhal Mor Ostaig College, Shetland College, South Lanarkshire College, West College Scotland, West Lothian College, and West Highland College
Boards of Management	The governing bodies of the Colleges.
Defined Staff	Staff employed by the Colleges that are currently employed on contracts of employment negotiated through collective bargaining.
Unions	The Trade Unions recognised at some or all of the Colleges that are party to this Agreement are the Educational Institute of Scotland (EIS), General Municipal and Boilermakers Union (GMB), UNISON and UNITE.
Staff Side	The representatives appointed by the Unions that are authorised to negotiate with the Management Side on behalf of Defined staff.
Management Side	The representatives appointed by the Colleges that are authorised to negotiated with the Staff Side on behalf of the Colleges.
NJNC	National Joint Negotiating Committee – College Staff established by the NBDG Agreement (12.12.2013) and

	consisting of a standing Central Committee and two standing Side Tables.
Joint Secretaries	The Staff Side Secretary and the Management Side Secretary
Consult	The exchange of relevant information and the joint consideration of issues at a formative stage in the process in which the Colleges make a decision.
Negotiate	The process by which the Colleges and the Unions establish agreed terms on issues such as pay and terms and conditions of employment. The responsibility for decision making is jointly held between the Colleges and the Unions. It is distinct from consultation where the responsibility for decision making remains with the Colleges.
National Collective Agreement	Any agreement or agreements reached through the procedures set out in this Agreement covering Defined Staff.
Agreed Terms and Conditions	The terms and conditions of service which the Management Side and the Staff Side agree are within the scope and agree to negotiate from time to time.

The spirit and intention of this Agreement is to promote good working relations throughout the College Sector, through the work of the NJNC. The Boards of Management and Unions acknowledge a common interest in advancing the educational aims of Colleges and in establishing terms and conditions of service for Defined Staff to further these aims.

This recognition and procedures agreement (the Agreement) shall not detract from the right of communication between Colleges, Colleges Scotland, the Management Side or the Boards of Management with their Defined Staff and staff generally, and between the Unions and their members.

The signatory parties to this Agreement acknowledge the importance of establishing and maintaining confidence in the arrangements voluntarily established under this agreement and recognise the need to negotiate in good faith.

2 The Purpose of NJNC-CS

All trades unions recognised in the college sector will be guaranteed a seat at the negotiating table with membership allocated on a proportionate basis. The Colleges (i.e. the incorporated Further Education Colleges in Scotland together with Argyll College, Newbattle Abbey College, Orkney College, Sabhal Mor Ostaig, West Highland College, and Shetland College) hereby recognise the following unions; the Educational Institute of Scotland, GMB, Unite and Unison as the sole representatives of all Staff by the Colleges.

This Agreement hereby confirms that the Colleges and Unions will negotiate the Agreed Terms and Conditions of Service of Defined Staff employed by the Colleges through the NJNC.

This Agreement sets out the procedures by which the NJNC through its Central Committee or Side Tables negotiates the Agreed Terms and Conditions of Service of Defined Staff employed by the Colleges.

This Agreement recognises that Colleges will consult with the Unions through the NJNC to develop national policy guidance for implementation locally appropriate to the needs of each particular college and may issue national policy advice and may share best practice for Colleges or local collective bargaining arrangements.

Any National Collective Agreement made by the NJNC applying to Defined Staff terms and conditions of service will be implemented from the date specified in the written agreement. Agreements will be signed by the Joint Secretaries.

Terms and conditions of service of Defined Staff issued or agreed by the NJNC, under this agreement take precedence over any locally agreed terms and conditions of service.

3 NJNC Structures and Procedures

The NJNC will have a standing Central Committee at which all common terms and conditions are discussed, and two standing Side Tables. The Central Committee or Side Tables may agree to form sub-committees or working groups to look at specific tasks or occupational specific tasks.

The Central Committee

The functions of the Central Committee of the NJNC will be:

- to discuss broad issues relating to pay policy
- to negotiate and decide on Agreed Conditions of Service matters common to Defined Staff across the sector other than where matters are assigned to the standing sub committees
- to advise on equalities issues common to all employees across the sector
- to agree on matters which are best delegated to sub-committees which are unique to a particular occupational group
- to discuss, review and where appropriate reach agreement on matters referred by sub-committees
- to agree short life, cross cutting and special interest sub-committees
- to conduct other matters, such as research or information gathering processes and procedures, as are mutually agreed between the parties to this Agreement
- issue advice on the interpretation of any National Collective Agreements reached on request by anybody represented by the signatories to this Agreement.

Composition of the Central Committee

The Central Committee shall have 22 members, 10 Management Side Members and 12 Staff Side Members. The Management Side Members shall be appointed by the Board of Colleges Scotland and the Staff Side shall be appointed by the Unions on the following basis:

EIS	7 Members	UNITE	1 Member
UNISON	3 Members	GMB	1 Member

Each Side shall appoint a Chair and Secretary. The NJNC secretariat will be provided from the Management Side. The Management Side Secretary, with the Staff Side Secretary, shall be responsible for all administrative and organisational arrangements to support the work of the NJNC.

Meetings of the Central Committee and Side Tables shall be held as and when requested by either Side. The joint secretaries will make the arrangements for meetings.

All notices and agendas for meetings of the Central Committee or Side Tables will be issued 5 working days in advance of the date of the meeting.

The Central Committee or Side Tables may from time to time appoint from among its own members sub-committee(s), to discharge such functions as they may specify. This may also include working parties or commissioning research to support the discharge of the NJNC's functions.

The Central Committee or Side Tables may, by agreement, also invite advisors to attend and speak at a meeting. Any such person appointed acquires no formal rights or status other than the grounds on which they were invited to attend.

Any Side may send substitutes from a pre-notified pool if their nominated representatives are unable to attend a NJNC meeting.

The quorum for meetings of the Central Committee shall be four members of each Side provided that at least two trade unions are present that represent not less than 50% of the sector trade union membership. On the Management Side this shall require one chair and one principal to be in attendance.

Decisions will be by consensus and require a majority of each side.

The Side Tables

Matters that are unique to a particular bargaining group will be dealt with by the Side Tables. Matters may also be referred to the Side Table(s) by agreement of the Central Table or by the Management Side, the Lecturing Staff Trade Union or the Support Staff Trade Unions collectively in the ways set out below:

Within the Staff Side, prior to any agreement, the Lecturing Staff trade union or collectively the Support Staff trade unions may initiate referral of any matter to the side tables for negotiation and settlement.

Prior to any agreement the Management Side may also initiate referral of any matter to the Side Tables for negotiation and settlement.

The quorum for meetings of the Side Tables will be three members of each side with one principal and one chair on the Managements Side in attendance.

Side Table - Lecturing Staff

5 Management Side members, 5 Staff Side members (EIS)

- Responsible within its bargaining group for
 - Salaries matters unique to the bargaining group
 - Agreed Terms and conditions of Service unique to the bargaining group
 - Pensions matters unique to the bargaining group
 - Matters assigned by agreement of the Central Table

Decisions will be by consensus and require a majority of each Side.

Each Side will appoint a Chair; overall Chair of the Side Table – Lecturing Staff will be by rotation. Each Side will appoint a Secretary, overall secretariat will be provided from the Management Side.

Side Table - Support Staff

5 Management Side members, 5 Staff Side members (3 UNISON, 1 UNITE, 1 GMB)

- Responsible within its bargaining group to negotiate and decide on
 - Salaries matters unique to the bargaining group
 - Agreed Terms and Conditions of service unique to the bargaining group
 - Pensions matters unique to the bargaining group
 - Matters assigned by agreement of the central table

Decisions will be by consensus and require a majority of each Side.

Each Side will appoint a Chair; overall Chair of the Side Table – Support Staff will be by rotation. Each Side will appoint a Secretary, overall secretariat will be provided from the Management Side.

4 Scope

The Colleges agree to negotiate with the Unions at the NJNC on the undernoted Contractual Terms and Conditions of employment applying to members of the Colleges' Defined Staff.

Pay

Working hours

Class contact hours

Sick pay

Annual Leave

Maternity Policy

Paternity Policy

Family Friendly Policies

Transfer to permanent status

Grievance and disciplinary Policies

Additional terms and conditions can be included as agreed by the NJNC.

The scope of this Agreement will be reviewed annually

The Colleges agree to consult with the Unions at the NJNC on other matters on national policy, and both Sides agree to provide guidance for implementation locally, appropriate to the needs of each particular college. The NJNC may issue national policy advice and may share best practice for Colleges or local collective bargaining arrangements.

5 Agreements Reached

National Collective Agreements reached by the Central Committee will be set out in writing by the Joint Secretaries on behalf of the Central Committee. Agreements reached by a Side Table will be set out in writing as Circulars by the Side Table's Joint Secretaries on behalf of the Side Table.

National Collective Agreements reached at the Central Committee or Side Tables will be binding on the Colleges and the Unions. The signatories of each of the parties hereto confirm that they have the authority to bind the party that they represent. This Agreement is binding in honour but not legally enforceable. However, any National Collective Agreement varying the terms and conditions of Defined Staff will be legally enforceable.

The Management Side Secretary will be available to provide advice to the Boards of Management of Colleges and the Staff Side Secretary will be available to advise the Unions, on matters relating to agreements, including National Collective Agreements Circulars, guidance, or any other outcomes from the Central Committee and the Side Tables. In formulating such advice the Joint Secretaries may consult each other as they determine appropriate.

6 Effective Date

This Agreement shall take effect as soon as it has been signed on behalf of the Colleges and on behalf of the Unions.

7 Variations and Notice of Withdrawal

No variations to this Agreement may be made except by agreement of all the signatory parties.

A signatory party may withdraw from this Agreement provided it shall give twelve months' notice of its intention to do so in writing to the other parties.

Both Sides agree to review this Agreement on an annual basis to ensure that it meets the needs of the parties and the Sector.

8 Expenses

Any external expenses of the NJNC and other relevant expenditure must be agreed by the Central Committee or Side Tables in advance, including how the cost is borne by the two Sides.

9 Disputes

In the event of a dispute arising concerning negotiation or agreements reached under these procedures, the Unions agree to seek resolution through the disputes procedure as agreed by the NJNC and attached as Appendix 1 to this Agreement. The Unions further agree to refrain from industrial action until the agreed dispute procedures have been exhausted; the Colleges agree to maintain the *status quo ante* until the agreed dispute procedures have been exhausted.

10 Facilities Time

Attendance and participation in the work of NJNC, including any preparatory work and dissemination of outputs, shall be regarded as a trade union duty with reasonable facilities time provided by the Colleges. This is separate to any time off granted for local trade union duties

Signed by:

The Educational Institute of Scotland

General Municipal & Boilermakers (GMB)

Unison

Unite the Union

Argyll College

Ayrshire College

Borders College

City of Glasgow College

Dumfries and Galloway College

Dundee and Angus College

Edinburgh College

Fife College

Forth Valley College

Glasgow Clyde College

Glasgow Kelvin College

Inverness College

Lewis Castle College

Moray College

New College Lanarkshire

Newbattle Abbey College

North East Scotland College

North Highland College

Orkney College

Perth College

Sabhal Mor Ostaig College

Shetland College

South Lanarkshire College

West College Scotland

West Highland College

West Lothian College

Appendix 1 Dispute Resolution Procedure

The Colleges and the Unions are committed to striving for agreed outcomes. If, exceptionally, these cannot be achieved, any party may invoke the following dispute procedure:

- Where it appears that all scope for progress through normal procedures has been exhausted, either the Colleges or any Union may give formal notice to all parties that it is applying this dispute resolution procedure;
- Following receipt of such notification the parties i.e. of the Central Committee or Side Tables will agree meeting dates within 5 working days for at least two meetings to seek to resolve the dispute. Unless agreed otherwise, these meetings will take place within the following 10 working days;
- The focus of these meetings will be on reaching a settlement of the issue(s) in dispute. Such settlement should also seek to include recommendations on how similar disputes might be avoided in the future;
- Further meetings beyond this initial period may take place where that is agreed between the two sides;
- If it has not been possible to resolve the dispute through this series of meetings, the parties will consider whether third-party assistance – normally using ACAS for mediation and conciliation – would be helpful. The matter in dispute may, with the agreement of the parties, be referred to ACAS for conciliation. A decision on this should be taken within 5 working days of the second meeting;
- Throughout the period for dispute resolution meetings, and for any agreed third-party assistance, the Colleges will maintain the *status quo ante* and the Unions will refrain from taking any form of industrial action until the procedure has been fully exhausted;
- Outcomes from any stage in the procedure will be communicated jointly.