


"MEMORANDUM OF AGREEMENT AND UNDERSTANDING"

**RECOGNITION AND PROCEDURES AGREEMENT BETWEEN
THE BOARD OF MANAGEMENT OF THE CITY OF GLASGOW COLLEGE
AND
UNISON (GLASGOW CITY BRANCH)**

Statement of Intent

In so far as the Boards of Management of the three City Centre Colleges of Central College, Glasgow; Glasgow Metropolitan College and Glasgow College of Nautical Studies have agreed to progress a proposal to merge and establish the new institution of the City of Glasgow College with effect from 1 August 2010, all parties agree to the adoption of the attached "Recognition and Procedures Agreement" from Vesting Date of the new institution.

The effective date of implementation of this Memorandum of Agreement and Understanding shall be that as indicated by the date of (latest) signature as indicated below.

Signed:  Date: 30 June 2010
Depute Principal (On Behalf of the Board of Central College Glasgow)

Signed:  Date: 02 July 2010
UNISON Steward (Central College Glasgow Branch)

Signed:  Date: 28-06-10
Principal (On Behalf of the Board of Glasgow Metropolitan College)

Signed:  Date: _____
UNISON Steward (Glasgow Metropolitan College Branch)

Signed:  Date: 30th June 2010
Principal (On Behalf of the Board of Glasgow College of Nautical Studies)

Signed:  Date: 17-8-2010
UNISON Steward (Glasgow College of Nautical Studies Branch)

Signed:  Date: 30 June 2010
Principal Designate,
City of Glasgow College (In Homologation)

**RECOGNITION AND PROCEDURE AGREEMENT BETWEEN
THE BOARD OF MANAGEMENT OF
THE CITY OF GLASGOW COLLEGE
AND
UNISON (GLASGOW CITY BRANCH)**

Equality / Diversity Statement

City of Glasgow College will promote diversity, uphold equality of opportunity and tackle social exclusion. The College will respond to the needs of learners, staff and other stakeholders irrespective of age, disability, gender, gender reassignment, race, sexual orientation, marital / civil partnership status or pregnancy / maternity. The College will be a diverse community and the College will value this variety and the benefits it brings to the working and learning environment.

1. STATEMENT OF RECOGNITION

- 1.1 The Board of Management of City of Glasgow College recognises the UNISON Glasgow City Branch, as the sole representative for negotiation and consultation in respect of terms and conditions of employment of the following employees of the Board of Management;
 - a. For those staff formerly employed by Central College, Glasgow: All Support Staff up to and including this with a salary placing of the appropriate Spinal Point 37 or equivalent on any renegotiated scale.
 - b. For those staff formerly employed by Glasgow Metropolitan College: All Support Staff below Head of Service level.
 - c. For those staff formerly employed by Glasgow College of Nautical Studies: Support Staff up to and including those with a salary placing on the appropriate Spinal Column Point 50, or equivalent on any renegotiated scale.
 - d. Any newly appointed member of Support Staff to the City of Glasgow College post Vesting Day, either on salary scale points equivalent to the provisions of 1.1 a, b or c above, or as otherwise defined and agreed as appropriate between the Board of Management and the Trade Union.
- 1.2 Any mutually agreed changes to terms and conditions will also apply to Support Staff within the collective bargaining process who are not trade union members and will be incorporated into their contracts of employment within one month of any change.
- 1.3 The exclusion of other Senior Support Staff outwith the terms of this Agreement shall not prevent them seeking representation from the signatory parties if so desired.

- 1.4 The Terms and Conditions of Employment referred to which fall within the remit of this Agreement shall be determined from time to time by agreement among the signatory parties. These shall be made available to staff as required by Employment Rights Act 1996 and based upon procedures agreed by SSNC.
- 1.5 The parties to this Recognition and Procedure Agreement recognise that College Support Staff contracts of employment will be subject to variation by the terms of any collective agreements made by the signatory parties to this Agreement. Such variation is applicable to individual members of the College Support Staff who are not members of the Trade Union.
- 1.6 Notwithstanding the collective bargaining process, no employee of the College is bound to any dispute between the parties to this Agreement arising from negotiations in respect to terms and conditions of employment.

2. TRADE UNION MEMBERSHIP

- 2.1 The College recognises that it is desirable for staff to be members of a Trade Union. Staff are free, if they so wish, to join and remain in membership of the Trade Union, subject to the rules of that Trade Union.
- 2.2 The Written Statement of Particulars of Employment will include a statement indicating the collective bargaining arrangements and encouraging Support Staff to join a Trade Union.
- 2.3 The College trade union representatives of the UNISON Glasgow City Branch will be invited to participate in the Support Staff induction process to promote the benefits of membership.

3. SCOPE OF RECOGNITION

- 3.1 This agreement is intended to provide formal recognition between the parties for the determination and negotiation of;
 - a. Terms and Conditions of employment.
 - b. College procedures for addressing matters of discipline and grievance.
 - c. Facilities for Trade Union officials and Trade Union Learning Representatives. Please refer to attached Appendix 1 for the Learning Agreement.
 - d. Health and Safety.

4. DATE OF EFFECT

- 4.1 This Recognition and Procedure Agreement will take effect from the date of Vesting Day of the City of Glasgow College.

5. STATEMENT OF INTENT

- 5.1 This Recognition and Procedure Agreement is designed to promote the development of good relations between the Board of Management and its employees.
- 5.2 This will be achieved by open and constructive discussion between all parties to create good employee relations and facilitate the development of the College to the mutual benefit of all concerned.
- 5.3 The College Board of Management and the UNISON Glasgow City Branch jointly affirm their commitment to the maintenance of good employee relations and make this Agreement voluntarily and in good faith.

6. LEGAL POSITION

- 6.1 This Recognition and Procedure Agreement is designed to facilitate voluntary local negotiation on appropriate matters. The Agreement is not legally binding.

7. AMENDMENTS TO THIS AGREEMENT

- 7.1 Amendments to this Agreement may be made by the mutual and written agreement of all parties.

8. WITHDRAWAL FROM THE AGREEMENT

- 8.1 The Recognition and Procedure Agreement should operate in a spirit of co-operation. However any party may withdraw from the Agreement after giving six months notice of their intention.

9. LOCAL CONSULTATION AND NEGOTIATING MACHINERY

- 9.1 Consultation and negotiation between management and the trade union will be conducted in accordance with the following procedures:

Local Consultation Machinery

- 9.2 Joint Consultation and general information sharing between the parties outwith the terms of Part 3 of this Agreement shall take place at the College Joint Consultative Committee (JCC). This will be established as an open forum, with College Management and representatives of all recognised Trade Unions, to air matters of general concern.
- 9.3 Separate meetings and consultations between representatives of Management and the Trade Union 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 solely relating to Support Staff.

- 9.12 Collective agreements reached shall be binding on the College and the Trade Union through the signatories of the authorised persons who must have authority to do so. The wording of collective agreements shall be agreed between both parties prior to signing.
- 9.13 Formal Agreements will be signed by the Principal (or their Designated Deputy) and UNISON Glasgow Branch Secretary (or Designated Deputy). The Board of Management will homologate agreements reached at SSNC.
- 9.14 The SSNC will have the power to establish sub-committees. Sub-committees will normally comprise 2 Management representatives and 2 from UNISON. The quorum shall be 1 from management and 1 from UNISON. Sub-committees may make recommendations to the SSNC for amendment and / or approval.
- 9.15 This Recognition and Procedure Agreement shall not detract from the right of communication between the Board of Management and their Employees and between the Trade Union and its Members.

10. RESOLUTION OF COLLECTIVE DISPUTES

- 10.1 In the event of any dispute arising that falls within the scope of this Agreement, it will be the intention to resolve the dispute without delay by discussion through the local negotiation machinery.
- 10.2 If a collective dispute arises relating to terms and conditions of employment, then the following procedure shall be followed:
- 10.3 The elected officers of the trade union shall formally advise, in writing, the Principal, or in his/her absence, their designated Deputy of the nature of the dispute and if possible, a proposed resolution.
- 10.4 A meeting shall be arranged between College management and the trade union officials, normally within 3 working days or by mutual agreement.
- 10.5 The meeting may adjourn for further discussion or investigation by mutual agreement but otherwise agreement or failure to agree shall be recorded.
- 10.6 Where it is not possible to resolve a dispute, it may be mutually agreed to seek advice, conciliation or arbitration through a third party such as ACAS.
- 10.7 Both sides will reserve the right to use media communication channels when the above agreed mechanisms have broken down.

Local Collective Bargaining Machinery

- 9.4 Negotiation on employment matters which relate solely to Support Staff shall be conducted within a committee to be known as the Support Staff Negotiating Committee (SSNC).
- 9.5 The composition of the SSNC shall be 4 members from management and 4 from UNISON, including branch officers, as appropriate to the circumstances together with appropriate representation from Human Resources, acting in an advisory capacity and to take the record of the meeting. The trade union may call upon a full-time official to be in attendance.
- 9.6 The quorum for a meeting of the SSNC shall be 2 from Management, to include the Principal (or their nominated deputy) and 2 from UNISON.
- 9.7 Meetings will take place every six weeks or otherwise as appropriate. Normally, meetings will be timetabled for the academic year.
- 9.8 Extra-ordinary meetings will normally be held within 10 days of a request being made by either side. This timescale may be extended by mutual agreement.
- 9.9 A senior representative will act as Committee Secretary and will be responsible for liaison with the Trade Union Branch Secretary (or their nominated deputy) with regards to the arrangements for any meeting and items for inclusion on the Agenda. The Agenda (and any associated papers) for any meeting will normally be circulated at least 5 working days prior to the meeting. The SSNC will have responsibility for formally agreeing the minute of any meeting.
- 9.10 Meetings will be chaired on a rotational basis. In conducting the role of the Chairperson, the primary duty of the individual concerned will be to ensure the effective control of the meeting in terms of both the conduct and good order by individuals; that discussion remains focused on the Agenda; the setting and controlling of time limits for discussion on Agenda items and ensuring that an appropriate record of the meeting (including any action points) is maintained.
(Both sides agree to review the effectiveness and appropriateness of the nature of these rotational Chair arrangements within 3 months of implementation of this Agreement or on conclusion of 3 meetings, whichever is the later.
- 9.11 A statement of outcome will be agreed between both parties as soon as possible, but normally no later than three days, after the conclusion of the meeting.

10.8 The College management will refrain from implementing any change to terms and conditions which are subject to dispute and UNISON branch will refrain from industrial action until the disputes procedure has been followed and all possible resolutions have been exhausted.

11. TIME OFF FOR TRADE UNION DUTIES AND ACTIVITIES

11.1 Accredited representatives of the Trade Union may request reasonable statutory time off under the terms of the Trade Union and Labour Relations (Consolidation) Act 1992, Employment Relations Act 1999 and Transfer of Undertakings (Protection of Employment) Regulations 2006, for the purposes of:

- Negotiation on changes to terms and conditions
- Consultation on employment and other relevant matters
- Physical conditions/Health and Safety in the Workplace
- Accompanying staff at formal procedures e.g. Discipline, Grievance
- Engagement or non engagement, suspension of an employee(s)
- Time off for Trade Union Training
- Time off for Trade Union Learning Representatives
- Time off for an elected member of the Trade Union to attend national executive meetings.
- Meetings to discuss employment/workplace issues
- Facilities e.g. accommodation and equipment for trade union activities.

11.2 The granting of paid time off will not normally be refused but will be subject to the exigencies of the service and should not adversely affect service provision. The appropriate line manager must consider this and the reasonableness of any such request.

11.3 Trade union representatives are entitled to reasonable time off work to be involved in trade union activities. Trade union representatives must seek permission for this from the Principal (or their designated deputy) at least 14 days in advance. Permission will not be withheld unreasonably contingent on the services of the College. Current arrangements will be reviewed from time to time in consultation with the Principal.

11.4 The Trade Union shall advise the Principal of the names of their representatives and their status. Trade Union Representatives will be given reasonable time off to carry out trade union duties. Additional time off may be agreed in consultation with the Principal.

11.5 The UNISON Branch Secretary will indicate to the Principal the distribution of time off amongst branch officials. Additional / alternative arrangements will be agreed if Trade Union Branch Officials change mid session.

11.6 Meetings / ballots / elections should normally be in staff's own time unless permission is otherwise granted by the Principal or his/her designated Deputy, who shall have the final decision. Trade union officials may request paid time off for the purposes of urgent staff meetings. Three such meetings of one hour's duration shall normally be granted on request to the Principal.

12. TRADE UNION FACILITIES.

12.1 The following facilities shall be provided to recognised trade union representatives for carrying out confidential business.

- **Accommodation:** A room shall be provided where available together with an internet enabled computer with e-mail facilities. Reasonable use may be made of the e-mail facility. UNISON Branch communications will not normally be subject to monitoring within the context of the College's Internet Access Policy.
- **Telephones:** Reasonable use may be made for official trade union business. This shall be provided free of charge but the College reserves the right to introduce a charge.
- **Postal Services:** Payment should be made for external mailings.
- **Typing Facilities:** Reasonable use of typing facilities may be made and must be marked as trade union duties. Dependent upon workload, it may not be possible to give priority to such documents. Typing will be free of charge but the College reserves the right to make a charge.
- **Photocopying Facilities:** Reasonable use of college copying, with the exception of colour printing may be made for copying official trade union documents.
- **Deduction of Trade Union Subscriptions:** The College shall provide, on request, the facility for subscriptions to be deducted from an employee's salary. This service shall be provided free of charge but the College reserves the right to introduce a charge if necessary. An authorisation of deduction from salary must be obtained from the employee.

**LEARNING AGREEMENT
BETWEEN
CITY OF GLASGOW COLLEGE
AND
UNISON (GLASGOW CITY BRANCH)**

1. City of Glasgow College agrees to promote lifelong learning opportunities for all members of staff. In consultation with the trade union learning representative(s), the College will put in place the arrangements necessary to identify learning needs and will work towards meeting those needs through agreed access and funding arrangements.
2. The College welcomes involvement of trade union learning representatives and agrees to work with the trade unions to ensure that they operate successfully within the College.
3. The College acknowledges the potential benefits to both individual staff members and to the College in the provision of lifelong learning opportunities. The College will ensure that all staff groups are equally aware of the learning opportunities available to them and that they are offered equal access to them.
4. The College recognises that a commitment to lifelong learning may include the identification of a range of individual learning needs which are not necessarily in line with the College's requirements in terms of ongoing staff development. However, the College gives a commitment that wherever possible, the identified learning requirements of individual members of staff will be met.
5. The College agrees to support the training and operation within the College of trade union learning representatives and agrees to adopt the following guidelines as a minimum requirement.
 - 5.1 The College will allow reasonable paid time off for those trade union members (identified in advance by the trade unions) wishing to undertake the recognised training course to enable them to carry out the role of trade union learning representative.
 - 5.2 UNISON and EIS/FELA will each have one union learning representative. This arrangement shall be reviewed, if necessary, on an annual basis.

- 5.3 The College will allocate to each appointed trade union learning representative three hours per week (paid time off) in which to carry out their role, subject to operational requirements.
- 5.4 The College will provide staff members with reasonable paid time off in which to consult a trade union learning representative.
- 5.5 The College will establish ongoing arrangements to allow the trade union learning representative(s) to liaise and share information on training and funding opportunities with college management in relation to the lifelong learning/staff development function.
- 5.6 The College will facilitate the inclusion of trade union learning representatives in appropriate committees and/or working groups within existing college structures.
- 5.7 The College will assist in the promotion of the role of the trade union learning representative(s) among all staff groups.


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**LEARNING AGREEMENT
BETWEEN
CITY OF GLASGOW COLLEGE
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UNISON (GLASGOW CITY BRANCH)**

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- 5.6 The College will facilitate the inclusion of trade union learning representatives in appropriate committees and/or working groups within existing college structures.
- 5.7 The College will assist in the promotion of the role of the trade union learning representative(s) among all staff groups.


"MEMORANDUM OF AGREEMENT AND UNDERSTANDING"

**RECOGNITION AND PROCEDURES AGREEMENT BETWEEN
THE BOARD OF MANAGEMENT OF THE CITY OF GLASGOW COLLEGE
AND
UNISON (GLASGOW CITY BRANCH)**

Statement of Intent

In so far as the Boards of Management of the three City Centre Colleges of Central College, Glasgow; Glasgow Metropolitan College and Glasgow College of Nautical Studies have agreed to progress a proposal to merge and establish the new institution of the City of Glasgow College with effect from 1 August 2010, all parties agree to the adoption of the attached "Recognition and Procedures Agreement" from Vesting Date of the new institution.

The effective date of implementation of this Memorandum of Agreement and Understanding shall be that as indicated by the date of (latest) signature as indicated below.

Signed:  Date: 30 June 2010
Depute Principal (On Behalf of the Board of Central College Glasgow)

Signed:  Date: 02 July 2010
UNISON Steward (Central College Glasgow Branch)

Signed:  Date: 28-06-10
Principal (On Behalf of the Board of Glasgow Metropolitan College)

Signed:  Date: _____
UNISON Steward (Glasgow Metropolitan College Branch)

Signed:  Date: 30.6.10
Principal (On Behalf of the Board of Glasgow College of Nautical Studies)

Signed:  Date: 17-8-2010
UNISON Steward (Glasgow College of Nautical Studies Branch)

Signed:  Date: 30 June 2010
Principal Designate,
City of Glasgow College (In Homologation)

**RECOGNITION AND PROCEDURE AGREEMENT BETWEEN
THE BOARD OF MANAGEMENT OF
THE CITY OF GLASGOW COLLEGE
AND
UNISON (GLASGOW CITY BRANCH)**

Equality / Diversity Statement

City of Glasgow College will promote diversity, uphold equality of opportunity and tackle social exclusion. The College will respond to the needs of learners, staff and other stakeholders irrespective of age, disability, gender, gender reassignment, race, sexual orientation, marital / civil partnership status or pregnancy / maternity. The College will be a diverse community and the College will value this variety and the benefits it brings to the working and learning environment.

1. STATEMENT OF RECOGNITION

- 1.1 The Board of Management of City of Glasgow College recognises the UNISON Glasgow City Branch, as the sole representative for negotiation and consultation in respect of terms and conditions of employment of the following employees of the Board of Management;
 - a. For those staff formerly employed by Central College, Glasgow: All Support Staff up to and including this with a salary placing of the appropriate Spinal Point 37 or equivalent on any renegotiated scale.
 - b. For those staff formerly employed by Glasgow Metropolitan College: All Support Staff below Head of Service level.
 - c. For those staff formerly employed by Glasgow College of Nautical Studies: Support Staff up to and including those with a salary placing on the appropriate Spinal Column Point 50, or equivalent on any renegotiated scale.
 - d. Any newly appointed member of Support Staff to the City of Glasgow College post Vesting Day, either on salary scale points equivalent to the provisions of 1.1 a, b or c above, or as otherwise defined and agreed as appropriate between the Board of Management and the Trade Union.
- 1.2 Any mutually agreed changes to terms and conditions will also apply to Support Staff within the collective bargaining process who are not trade union members and will be incorporated into their contracts of employment within one month of any change.
- 1.3 The exclusion of other Senior Support Staff outwith the terms of this Agreement shall not prevent them seeking representation from the signatory parties if so desired.

- 1.4 The Terms and Conditions of Employment referred to which fall within the remit of this Agreement shall be determined from time to time by agreement among the signatory parties. These shall be made available to staff as required by Employment Rights Act 1996 and based upon procedures agreed by SSNC.
- 1.5 The parties to this Recognition and Procedure Agreement recognise that College Support Staff contracts of employment will be subject to variation by the terms of any collective agreements made by the signatory parties to this Agreement. Such variation is applicable to individual members of the College Support Staff who are not members of the Trade Union.
- 1.6 Notwithstanding the collective bargaining process, no employee of the College is bound to any dispute between the parties to this Agreement arising from negotiations in respect to terms and conditions of employment.

2. TRADE UNION MEMBERSHIP

- 2.1 The College recognises that it is desirable for staff to be members of a Trade Union. Staff are free, if they so wish, to join and remain in membership of the Trade Union, subject to the rules of that Trade Union.
- 2.2 The Written Statement of Particulars of Employment will include a statement indicating the collective bargaining arrangements and encouraging Support Staff to join a Trade Union.
- 2.3 The College trade union representatives of the UNISON Glasgow City Branch will be invited to participate in the Support Staff induction process to promote the benefits of membership.

3. SCOPE OF RECOGNITION

- 3.1 This agreement is intended to provide formal recognition between the parties for the determination and negotiation of;
 - a. Terms and Conditions of employment.
 - b. College procedures for addressing matters of discipline and grievance.
 - c. Facilities for Trade Union officials and Trade Union Learning Representatives. Please refer to attached Appendix 1 for the Learning Agreement.
 - d. Health and Safety.

4. DATE OF EFFECT

- 4.1 This Recognition and Procedure Agreement will take effect from the date of Vesting Day of the City of Glasgow College.

5. STATEMENT OF INTENT

- 5.1 This Recognition and Procedure Agreement is designed to promote the development of good relations between the Board of Management and its employees.
- 5.2 This will be achieved by open and constructive discussion between all parties to create good employee relations and facilitate the development of the College to the mutual benefit of all concerned.
- 5.3 The College Board of Management and the UNISON Glasgow City Branch jointly affirm their commitment to the maintenance of good employee relations and make this Agreement voluntarily and in good faith.

6. LEGAL POSITION

- 6.1 This Recognition and Procedure Agreement is designed to facilitate voluntary local negotiation on appropriate matters. The Agreement is not legally binding.

7. AMENDMENTS TO THIS AGREEMENT

- 7.1 Amendments to this Agreement may be made by the mutual and written agreement of all parties.

8. WITHDRAWAL FROM THE AGREEMENT

- 8.1 The Recognition and Procedure Agreement should operate in a spirit of co-operation. However any party may withdraw from the Agreement after giving six months notice of their intention.

9. LOCAL CONSULTATION AND NEGOTIATING MACHINERY

- 9.1 Consultation and negotiation between management and the trade union will be conducted in accordance with the following procedures:

Local Consultation Machinery

- 9.2 Joint Consultation and general information sharing between the parties outwith the terms of Part 3 of this Agreement shall take place at the College Joint Consultative Committee (JCC). This will be established as an open forum, with College Management and representatives of all recognised Trade Unions, to air matters of general concern.
- 9.3 Separate meetings and consultations between representatives of Management and the Trade Union 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 solely relating to Support Staff.

Local Collective Bargaining Machinery

- 9.4 Negotiation on employment matters which relate solely to Support Staff shall be conducted within a committee to be known as the Support Staff Negotiating Committee (SSNC).
- 9.5 The composition of the SSNC shall be 4 members from management and 4 from UNISON, including branch officers, as appropriate to the circumstances together with appropriate representation from Human Resources, acting in an advisory capacity and to take the record of the meeting. The trade union may call upon a full-time official to be in attendance.
- 9.6 The quorum for a meeting of the SSNC shall be 2 from Management, to include the Principal (or their nominated deputy) and 2 from UNISON.
- 9.7 Meetings will take place every six weeks or otherwise as appropriate. Normally, meetings will be timetabled for the academic year.
- 9.8 Extra-ordinary meetings will normally be held within 10 days of a request being made by either side. This timescale may be extended by mutual agreement.
- 9.9 A senior representative will act as Committee Secretary and will be responsible for liaison with the Trade Union Branch Secretary (or their nominated deputy) with regards to the arrangements for any meeting and items for inclusion on the Agenda. The Agenda (and any associated papers) for any meeting will normally be circulated at least 5 working days prior to the meeting. The SSNC will have responsibility for formally agreeing the minute of any meeting.
- 9.10 Meetings will be chaired on a rotational basis. In conducting the role of the Chairperson, the primary duty of the individual concerned will be to ensure the effective control of the meeting in terms of both the conduct and good order by individuals; that discussion remains focused on the Agenda; the setting and controlling of time limits for discussion on Agenda items and ensuring that an appropriate record of the meeting (including any action points) is maintained.
(Both sides agree to review the effectiveness and appropriateness of the nature of these rotational Chair arrangements within 3 months of implementation of this Agreement or on conclusion of 3 meetings, whichever is the later.
- 9.11 A statement of outcome will be agreed between both parties as soon as possible, but normally no later than three days, after the conclusion of the meeting.

- 9.12 Collective agreements reached shall be binding on the College and the Trade Union through the signatories of the authorised persons who must have authority to do so. The wording of collective agreements shall be agreed between both parties prior to signing.
- 9.13 Formal Agreements will be signed by the Principal (or their Designated Deputy) and UNISON Glasgow Branch Secretary (or Designated Deputy). The Board of Management will homologate agreements reached at SSNC.
- 9.14 The SSNC will have the power to establish sub-committees. Sub-committees will normally comprise 2 Management representatives and 2 from UNISON. The quorum shall be 1 from management and 1 from UNISON. Sub-committees may make recommendations to the SSNC for amendment and / or approval.
- 9.15 This Recognition and Procedure Agreement shall not detract from the right of communication between the Board of Management and their Employees and between the Trade Union and its Members.

10. RESOLUTION OF COLLECTIVE DISPUTES

- 10.1 In the event of any dispute arising that falls within the scope of this Agreement, it will be the intention to resolve the dispute without delay by discussion through the local negotiation machinery.
- 10.2 If a collective dispute arises relating to terms and conditions of employment, then the following procedure shall be followed:
- 10.3 The elected officers of the trade union shall formally advise, in writing, the Principal, or in his/her absence, their designated Deputy of the nature of the dispute and if possible, a proposed resolution.
- 10.4 A meeting shall be arranged between College management and the trade union officials, normally within 3 working days or by mutual agreement.
- 10.5 The meeting may adjourn for further discussion or investigation by mutual agreement but otherwise agreement of failure to agree shall be recorded.
- 10.6 Where it is not possible to resolve a dispute, it may be mutually agreed to seek advice, conciliation or arbitration through a third party such as ACAS.
- 10.7 Both sides will reserve the right to use media communication channels when the above agreed mechanisms have broken down.

- 10.8 The College management will refrain from implementing any change to terms and conditions which are subject to dispute and UNISON branch will refrain from industrial action until the disputes procedure has been followed and all possible resolutions have been exhausted.

11. TIME OFF FOR TRADE UNION DUTIES AND ACTIVITIES

- 11.1 Accredited representatives of the Trade Union may request reasonable statutory time off under the terms of the Trade Union and Labour Relations (Consolidation) Act 1992, Employment Relations Act 1999 and Transfer of Undertakings (Protection of Employment) Regulations 2006, for the purposes of:

- Negotiation on changes to terms and conditions
- Consultation on employment and other relevant matters
- Physical conditions/Health and Safety in the Workplace
- Accompanying staff at formal procedures e.g. Discipline, Grievance
- Engagement or non engagement, suspension of an employee(s)
- Time off for Trade Union Training
- Time off for Trade Union Learning Representatives
- Time off for an elected member of the Trade Union to attend national executive meetings.
- Meetings to discuss employment/workplace issues
- Facilities e.g. accommodation and equipment for trade union activities.

- 11.2 The granting of paid time off will not normally be refused but will be subject to the exigencies of the service and should not adversely affect service provision. The appropriate line manager must consider this and the reasonableness of any such request.

- 11.3 Trade union representatives are entitled to reasonable time off work to be involved in trade union activities. Trade union representatives must seek permission for this from the Principal (or their designated deputy) at least 14 days in advance. Permission will not be withheld unreasonably contingent on the services of the College. Current arrangements will be reviewed from time to time in consultation with the Principal.

- 11.4 The Trade Union shall advise the Principal of the names of their representatives and their status. Trade Union Representatives will be given reasonable time off to carry out trade union duties. Additional time off may be agreed in consultation with the Principal.

- 11.5 The UNISON Branch Secretary will indicate to the Principal the distribution of time off amongst branch officials. Additional / alternative arrangements will be agreed if Trade Union Branch Officials change mid session.

11.6 Meetings / ballots / elections should normally be in staff's own time unless permission is otherwise granted by the Principal or his/her designated Deputy, who shall have the final decision. Trade union officials may request paid time off for the purposes of urgent staff meetings. Three such meetings of one hour's duration shall normally be granted on request to the Principal.

12. TRADE UNION FACILITIES.

12.1 The following facilities shall be provided to recognised trade union representatives for carrying out confidential business.

- **Accommodation:** A room shall be provided where available together with an internet enabled computer with e-mail facilities. Reasonable use may be made of the e-mail facility. UNISON Branch communications will not normally be subject to monitoring within the context of the College's Internet Access Policy.
- **Telephones:** Reasonable use may be made for official trade union business. This shall be provided free of charge but the College reserves the right to introduce a charge.
- **Postal Services:** Payment should be made for external mailings.
- **Typing Facilities:** Reasonable use of typing facilities may be made and must be marked as trade union duties. Dependent upon workload, it may not be possible to give priority to such documents. Typing will be free of charge but the College reserves the right to make a charge.
- **Photocopying Facilities:** Reasonable use of college copying, with the exception of colour printing may be made for copying official trade union documents.
- **Deduction of Trade Union Subscriptions:** The College shall provide, on request, the facility for subscriptions to be deducted from an employee's salary. This service shall be provided free of charge but the College reserves the right to introduce a charge if necessary. An authorisation of deduction from salary must be obtained from the employee.

**LEARNING AGREEMENT
BETWEEN
CITY OF GLASGOW COLLEGE
AND
UNISON (GLASGOW CITY BRANCH)**

1. City of Glasgow College agrees to promote lifelong learning opportunities for all members of staff. In consultation with the trade union learning representative(s), the College will put in place the arrangements necessary to identify learning needs and will work towards meeting those needs through agreed access and funding arrangements.
2. The College welcomes involvement of trade union learning representatives and agrees to work with the trade unions to ensure that they operate successfully within the College.
3. The College acknowledges the potential benefits to both individual staff members and to the College in the provision of lifelong learning opportunities. The College will ensure that all staff groups are equally aware of the learning opportunities available to them and that they are offered equal access to them.
4. The College recognises that a commitment to lifelong learning may include the identification of a range of individual learning needs which are not necessarily in line with the College's requirements in terms of ongoing staff development. However, the College gives a commitment that wherever possible, the identified learning requirements of individual members of staff will be met.
5. The College agrees to support the training and operation within the College of trade union learning representatives and agrees to adopt the following guidelines as a minimum requirement.
 - 5.1 The College will allow reasonable paid time off for those trade union members (identified in advance by the trade unions) wishing to undertake the recognised training course to enable them to carry out the role of trade union learning representative.
 - 5.2 UNISON and EIS/FELA will each have one union learning representative. This arrangement shall be reviewed, if necessary, on an annual basis.

- 5.3 The College will allocate to each appointed trade union learning representative three hours per week (paid time off) in which to carry out their role, subject to operational requirements.
- 5.4 The College will provide staff members with reasonable paid time off in which to consult a trade union learning representative.
- 5.5 The College will establish ongoing arrangements to allow the trade union learning representative(s) to liaise and share information on training and funding opportunities with college management in relation to the lifelong learning/staff development function.
- 5.6 The College will facilitate the inclusion of trade union learning representatives in appropriate committees and/or working groups within existing college structures.
- 5.7 The College will assist in the promotion of the role of the trade union learning representative(s) among all staff groups.

"GRIEVANCE PROCEDURES"

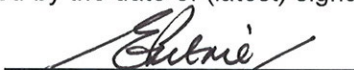
MEMORANDUM OF AGREEMENT AND UNDERSTANDING
BETWEEN
THE BOARD OF MANAGEMENT OF THE CITY OF GLASGOW COLLEGE
AND
UNISON (GLASGOW CITY BRANCH)

Statement of Intent

In so far as the Boards of Management of the three City Centre Colleges of Central College, Glasgow; Glasgow Metropolitan College and Glasgow College of Nautical Studies have agreed to progress a proposal to merge and establish the new institution of the City of Glasgow College with effect from 1 August 2010, all parties agree to the adoption of the attached "Grievance Procedures" (Annex A) as being applicable to all Support Staff * from Vesting Date of the new institution.

(* Support Staff as defined within the terms of the appropriate Recognition & Procedures Agreement.)

The effective date of implementation of this Memorandum of Agreement and Understanding shall be that as indicated by the date of (latest) signature as indicated below.

Signed:  Date: 30 June 2010
Depute Principal (On Behalf of the Board of Central College Glasgow)

Signed: _____ Date: _____
UNISON Steward (Central College Glasgow Branch)

Signed:  Date: 20-06-10
Principal (On Behalf of the Board of Glasgow Metropolitan College)

Signed: _____ Date: _____
UNISON Steward (Glasgow Metropolitan College Branch)

Signed:  Date: 30. 6. 10
Principal (On Behalf of the Board of Glasgow College of Nautical Studies)

Signed: _____ Date: _____
UNISON Steward (Glasgow College of Nautical Studies Branch)

Signed:  Date: 30 June 2010
Principal Designate,
City of Glasgow College (In Homologation)

GRIEVANCE PROCEDURE

1. GENERAL INTRODUCTION

- 1.1 The College shall make suitable provision for dealing with grievances raised by individual members of staff or groups of staff.
- 1.2 Grievances are concerns, problems or complaints that an employee may raise about his/her work, working conditions or relationships with colleagues.
- 1.3 This Grievance Procedure shall apply to all members of staff.
- 1.4 The Procedure is written on an individual basis but shall equally apply to a group of employees sharing a common grievance, subject to the exclusions indicated in paragraph 2 following.
- 1.5 Status Quo Ante provisions shall apply to Grievances related to changes to terms and conditions.
- 1.6 Status Quo Ante provision shall normally also apply to changes to working practices or organisational structures unless a delay in introducing the changes has a significant impact on the day-to-day operations of the College.

2. EXCLUSIONS

- 2.1 If a complaint/grievance relates to bullying and/or harassment, then the procedures set out in the College's Harassment and Bullying / Dignity at Work Policy should be followed in the first instance, unless the employee deems that the bullying / harassment is of such a level that formal Grievance Procedures are more appropriate. Excluded from the Grievance Procedure are matters relating to the following:
 - Disciplinary matters, which shall be dealt with separately under the College's Disciplinary Procedure.
 - Matters concerning income tax, National Insurance deductions, SSP / SMP rates etc. and other such matters which are out-with the powers of College to amend.
 - Matters raised by a recognised trade union as a formal dispute, these being dealt with in accordance with the provisions of the appropriate Recognition and Procedures Agreement.
 - Where an employee raises a concern as a "protected disclosure" in compliance with the provisions of the Public Interests Disclosures Act 1996, for which a separate Whistleblowing Policy & Procedure exists.

3. GENERAL PROVISIONS

- 3.1 An employee may choose, at any stage, to withdraw from this Procedure by giving formal notice in writing and shall be deemed thereafter to have abandoned the grievance.
- 3.2 A grievance will automatically be assumed to have been resolved in the event of the aggrieved individual failing to progress the matter to any next stage by the relevant notification time limit.
- 3.3 An aggrieved employee who remains dissatisfied has the right to Appeal in accordance with Annex A.
- 3.4 Confidentiality shall be observed and expected by all parties in the conduct of any grievance process.

4. INFORMAL RESOLUTION

- 4.1 The aggrieved employee should bring their grievance to the attention of his/her line manager.
- 4.2 Every attempt should be made to resolve an employee's grievance through informal discussion with his/her manager.
- 4.3 If the grievance is in relation to the employee's line manager, then by mutual agreement another appropriate manager can conduct the informal resolution.
- 4.4 The manager shall discuss the nature of the grievance with the employee concerned, seeking advice from such other College members of staff as necessary.
- 4.5 The manager should verbally inform the employee of any proposed resolution at the earliest opportunity, and usually within five (5) college working days following the informal meeting.
- 4.6 If a grievance cannot be settled informally or a formal approach is preferable due to the nature or severity of the complaint, then the following formal Grievance Procedure should be used.

5. FORMAL GRIEVANCE PROCEDURE

REPRESENTATION

- 5.1 The aggrieved employee shall have the right to be accompanied by either a work colleague of their choosing or their trade union representative during all stages of the formal grievance procedure. It would not normally be reasonable for the employee to be accompanied by a companion whose presence would prejudice the hearing.

STAGE 1 – WRITTEN STATEMENT OF GRIEVANCE

- 5.2 If a manager has been unable to suggest an acceptable remedy, or the employee is dissatisfied with the reply following the informal resolution, then the employee should submit a formal written grievance statement to the Head of the HR / Personnel function.
- 5.3 The formal written grievance statement may be submitted by completing a standard form, which is available from the HR / Personnel Team.
- 5.4 The employee should state whether he/she wishes the grievance to be dealt with as a “Paper Hearing” or an “Oral Hearing” (see below).
- 5.5 On receipt of the grievance statement, the Head of the HR / Personnel function shall consider to whom the matter should be forwarded for consideration (hereafter referred to as the Conducting Officer).
- 5.6 If the grievance is against a particular person, then the Conducting Officer shall notify that person about the grounds of the grievance and provide him/her with a copy of the grievance statement.
- 5.7 The Conducting Officer shall have the right to reject an employee’s request for a “Paper Hearing” and instead refer the matter to an “Oral Hearing”.

STAGE 2 – PAPER HEARING

- 5.8 If a member of staff requests a “paper hearing”, then the Conducting Officer shall request a written response within five (5) working days from the party against whom the grievance is lodged (as appropriate).
- 5.9 The Conducting Officer shall investigate the circumstances surrounding the grievance. Thereafter, the Conducting Officer shall communicate the decision to the parties normally within five (5) working days of receipt of the reply from the party against whom the grievance is lodged (as appropriate).
- 5.10 Should the aggrieved employee be dissatisfied with the response from the Conducting Officer, then he/she may submit a written appeal to the Head of the HR / Personnel function, who shall arrange for the matter to be considered by an appropriate senior manager(s) (see Annex A).

STAGE 2 – ORAL HEARING

- 5.11 On receipt of the written statement from the aggrieved employee, the Conducting Officer shall write to the employee to invite him/her to a grievance hearing and will inform him/her of his/her right to be accompanied by a trade union representative or work colleague. The employee shall also be provided with a copy of the Grievance Procedure and related guidance notes.

- 5.12 The Conducting Officer shall normally convene the hearing within five (5) college working days of the date of receipt of the application.
- 5.13 The Conducting Officer shall ensure pertinent documents (including witness statements) are made available to the relevant parties normally within five (5) working days of the hearing.
- 5.14 The aggrieved employee and other related parties must take all reasonable steps to attend the hearing.
- 5.15 If an employee cannot attend the hearing, he/she must inform the Conducting Officer in advance wherever possible. If the reasons for such are out with the employee's control and are not foreseeable at the time, then an alternative date and time may be arranged and again within five (5) working days. This five-day time limit may be extended by mutual agreement.
- 5.16 At the hearing, the Conducting Officer shall:
- Invite the aggrieved employee to state the nature of his/her grievance and to say how he/she thinks it should be settled.
 - Invite the party against whom the grievance is lodged to respond to the aggrieved employee's stated case.
 - Allow both the aggrieved employee and the party against whom the grievance is lodged to call witnesses as appropriate.
 - Normally ensure the authors of written statements are available to take questions on their statements.
 - Normally not allow new evidence or witnesses to be presented at the hearing unless its consideration is deemed by the Conducting Officer to be significant and in the interests of natural justice.
- 5.17 If the grievance relates to a management decision, then the Conducting Officer shall invite the party against whom the grievance is lodged to sum up followed by the aggrieved employee.
- 5.18 If the grievance relates to the action(s) of an individual employee, then the Conducting Officer shall invite the aggrieved employee to sum up followed by the party against whom the grievance is lodged.
- 5.19 Wherever possible, on conclusion of the hearing, the employee shall be informed verbally of the outcome by the Conducting Officer.
- 5.20 The outcome shall be confirmed in writing, normally within five (5) college working days following the conclusion of the hearing.

- 5.21 Should further investigation / consideration be required on any facts / issues, then a mutually agreed timescale shall be established for the Conducting Officer to provide a response to the employee. This shall be confirmed, in writing, normally within five (5) college working days of the date of conclusion of the hearing.
- 5.22 Should the aggrieved employee be dissatisfied with the response from the Conducting Officer, then he/she may submit a written appeal to the Head of the HR / Personnel function, who shall arrange for the matter to be considered by an appropriate senior manager(s) (see Annex A).

6. STAGE 3 - THE APPEALS PROCESS

- 6.1 An appeal should be lodged within five (5) working days of receipt of the written decision given by the Conducting Officer. Submissions beyond this period shall normally be time barred unless there are exceptional circumstances.
- 6.2 At least five (5) days prior to the appeal hearing the aggrieved employee shall be provided with relevant documentation collected at Stages 1 and 2 together with a minute of the Stage 2 hearing. Documentation shall include any signed witness statements.
- 6.3 Appeal hearings shall be heard as soon as possible and normally within five (5) college working days of being lodged. (This time scale may necessarily be extended in circumstances where, for example, an appeal is to be considered by members of the Board of Management, which would normally be heard within fifteen (15) working days).
- 6.4 An appropriate manager shall chair the appeal hearing. A representative from the HR / Personnel Team shall normally also attend in an advisory capacity.
- 6.5 The parties involved in the grievance should make every reasonable effort to attend the appeal hearing.
- 6.6 If an employee cannot attend an appeal hearing, then he/she must inform the Head of the HR / Personnel function in advance wherever possible. If the reasons for such are out with the employee's control and are not foreseeable at the time, then an alternative date and time may be arranged and again normally within five (5) working days.
- 6.7 The aggrieved employee shall have the right to be accompanied by a trade union representative or work colleague.
- 6.8 The aggrieved employee shall be given adequate opportunity to outline and explain his/her grievance at the appeal hearing.
- 6.9 Wherever possible, on conclusion of the hearing, the employee shall be informed verbally of the outcome by the chair of appeal hearing.
- 6.10 The outcome shall be confirmed in writing, normally within five (5) college working days following the conclusion of any hearing.

- 6.11 The decision may involve, for example, upholding or rejecting the appeal or varying any resolution.
- 6.12 Should further investigation / consideration be required on any facts / issues, then a mutually agreed timescale shall be established for the issue of a written response to the employee.
- 6.13 The decision issued following the appeal hearing shall conclude the appeal process.

7. RECORDS

- 7.1 In the interests of both the employee and the College, written records will be kept during the grievance process and shall include:
- a copy of the written grievance;
 - the College's response;
 - any formal minutes;
 - action taken and the reasons for action taken; and
 - In the event of an appeal, then the outcome and any subsequent developments.
- 7.2 Records shall be kept confidentially and in accordance with the provisions of the Data Protection Act 1998.

8. MONITORING AND REVIEW

- 8.1 Both Senior Management and Trade Union Representatives shall monitor the effectiveness of this Procedure on an ongoing basis. Amendments shall be made as and when deemed necessary and, where appropriate, after consultation between management and employee representatives.

Approved By:	Merger Steering Group
Date Approved	June 2010
Proposed Review Date:	June 2011
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ANNEX A - STANDARD GRIEVANCE PROCEDURE - GUIDE TO RESPONSIBILITIES

The following table is for guidance purposes only. The College reserves the right to vary these arrangements in exceptional circumstances.

	Managers	Senior Management	Executive Management	Board of Management
Informal Resolution	Yes	Yes	Yes	Yes
Paper Hearing	Yes	Yes	See note 2	Yes
Oral Hearing	Yes	Yes	See note 2	Yes
Appeal Against Manager's Decision	No	Yes	See note 2	No
Appeal Against Senior Manager's Decision	No	No	Yes	No
Appeal Against Executive Manager's Decision	No	No	Yes	Yes
			See note 3	

NOTES:

- 1 If the grievance relates to the conduct of an individual(s) who holds a management or senior management function the grievance should be conducted by a manager senior to the individual holding a management function.
- 2 If the grievance relates to the conduct of an individual(s) who holds an Executive Management function, informal resolution can be by mutual agreement be taken by another member of the Executive not involved in the grievance. If informal resolution has failed, then the Principal shall conduct the Oral Hearing. If the Principal is involved in the grievance, then the Oral Hearing shall be conducted by the Board of Management.
- 3 If the Principal conducts a Paper/Oral Hearing, then any resultant appeal shall be conducted by the Board of Management.
- 4 If the Board of Management undertakes an Appeal, then normally a panel of two Board members shall conduct the appeal hearing. If a member of the Board has been involved in an earlier stage of the grievance procedure, then he/she should not normally be involved at the Appeal stage.