



## **RECOGNITION AND PROCEDURES AGREEMENT**

# RECOGNITION AND PROCEDURES AGREEMENT

## 1. PURPOSE

- 1.1 This Agreement sets out the principles, scope and arrangements for consultation and negotiation between the College and its recognised trade unions.

## 2. GENERAL PRINCIPLES

- 2.1 The spirit and intention of this Agreement is to promote harmonious relations between the College and its employees through the development of effective joint consultative and negotiating machinery.
- 2.2 It is the common objective of the parties that the College should function efficiently and effectively to the benefit of both the College and its staff.
- 2.3 All parties are committed to the principles of good communications, and acknowledge that meaningful consultation and negotiations are to the mutual benefit of the College and the trade unions.
- 2.4 All parties recognise their mutual responsibility to build and maintain a trust relationship through arrangements based on openness and honesty.
- 2.5 All parties commit to abide by any agreements reached, and to play a constructive role in their implementation.
- 2.6 The Agreement does not detract from an individual employee's right of access to management, or the Corporation's right to communicate directly with its employees, or the unions' right to communicate with their members.

## 3. RECOGNITION

- 3.1 In respect of support staff (other than tutors) the College recognises UNISON for the purposes of collective bargaining, communication and consultation as appropriate.
- 3.2 In respect of all staff on teaching contracts of employment and tutors, the College recognises UCU for the purposes of collective bargaining, communication and consultation as appropriate.
- 3.3 In respect of Management staff the College recognises AMiE, for the purposes of collective bargaining, communication and consultation as appropriate.
- 3.4 Unison, UCU and AMiE, (together referred to as the "**Trade Unions**") recognise the College management's responsibility to plan, organise and manage the activities of the College in accordance with the strategy and policies set by the Corporation.
- 3.5 The College recognises the responsibility of the Trade Unions to represent the interests of their members and to gain fair and equitable terms and conditions of employment.

## 4. SCOPE

- 4.1 This Agreement is made up of this main document plus four appendices which cover:-
- (a) Facilities for Recognised Trade Union Representatives (Appendix 1)

- (b) Procedures for consultation and negotiation (Appendix 2)
- (c) Disclosure of information (Appendix 3)
- (d) Procedure for Resolution of Disputes (Appendix 4)

**4.2** The College will consult the Trade Unions on matters of College business of importance and concern, which have possible implications for staff.

These will include, but not be restricted to:-

- (a) strategic planning
- (b) annual planning cycle and college calendar
- (c) potential redundancy situations
- (d) operational matters with potential impact on the deployment, security and prospect of staff
- (e) impact of external influences on future planning and/or operations
- (f) college policies and procedures

**4.3** The College will negotiate with the Trade Unions on fundamental changes (excluding legislative changes) to:-

- (a) the main terms and conditions of employment i.e. Pay Policy, Annual Leave entitlement, Disciplinary, Performance, Sickness Management and Grievance policies/procedures and the Management of Change.
- (b) trade union facilities

## **5. REVIEW OF THE AGREEMENT**

**5.1** The Agreement will be reviewed at least once every three years (and earlier if required), and this will be undertaken by the Joint Union and Management Partnership (JUMP) which will recommend any modifications, additions or deletions required.

## **6. VARIATION AND TERMINATION OF THE AGREEMENT**

**6.1** Variations or changes to the Agreement can be made by mutual consent between the parties, and will be effective from the date agreed between the parties when the amendments are signed.

**6.2** Any of the parties to the Agreement can terminate their participation in this Agreement by giving six months notice, in writing, to the other parties.

For the Corporation	For UNISON	For UCU	For AMiE
.....(Chairman)	.....(Steward)	.....(Chair)	.....(Chair)
.....(Principal)	.....(Steward)	.....(Secretary)	.....(Secretary)
.....(Date)	.....(Date)	.....(Date)	.....(Date)

**The original signed document is kept in HR Services.**

## **FACILITIES FOR RECOGNISED TRADE UNION REPRESENTATIVES**

### **1. OBJECTIVE**

- 1.1** This agreement between the College and the Trade Unions describes the principles by which facilities are made available by the College to those employees, not being paid officials, who are elected representatives of the Trade Unions.

### **2. GENERAL PRINCIPLES**

- 2.2** The Trade Unions and the College accept their joint responsibility for ensuring a well ordered system of Trade Union organisation and employee relations. The College recognises the contribution that can be made by the Trade Unions and its elected representatives to the smooth running of the College at all levels.

### **3. ELECTED REPRESENTATIVES**

- 3.1** Each Trade Union will elect representatives in accordance with its rules. The elected representative must work at the College within the employment groups for which that trade union is recognised.
- 3.2** The College will offer facilities to the elected representatives of the Trade Unions.
- 3.3** Elected representatives are permitted to take reasonable time to attend meetings of official, policy-making bodies of their union, locally and nationally, and to represent their union on external bodies such as the committees of industrial training boards or their successors. Elected representatives who wish to take the time off will ensure that they provide their line manager with reasonable notice of such absence to ensure there is minimum disruption to the area of the College they work in.
- 3.4** Elected representatives are awarded reasonable opportunities, and are given the necessary facilities, to discharge their functions as provided for by employment legislation and the associated codes of practice.
- 3.5** It is the responsibility of the Trade Unions to notify the Head of HR Services, at the beginning of each academic year, of the names of its elected representatives, and of any changes made during the year.
- 3.6** The principal matters with which the elected representatives will deal are as follows:-
- (a) matters relating to collective bargaining and arising out of the use of agreements and procedures which have been agreed between the Trade Union and the College;
  - (b) responsibilities to the Trade Union;
  - (c) responsibilities in connection with the interests of Trade Union members, including meeting with newly appointed employees as part of their induction process to explain the role of the Trade Union and the benefits of Trade Union membership;
  - (d) functions connected with the adequate training of representatives, including attendance at training courses arranged by or through the Trade Unions or the TUC for this purpose; and

- (e) other appropriate union activities including:
- joint consultation meetings (JUMP meetings) (see Appendix 2)
  - representing their union on agreed college committees, working groups, etc
  - representing members at grievance, disciplinary, performance and other proceedings
  - casework for individuals
  - liaison with management concerning employee relations
  - liaison with national and regional union officials concerning employee relations

#### **4. FACILITIES FOR ELECTED REPRESENTATIVES**

##### **4.1** It is agreed that facilities for the elected representatives will include:

- (a) separate, secure and adequate office facilities for carrying out Trade Union responsibilities in the College including adequate telecommunication facility as may be agreed;
- (b) reasonable leave of absence without reduction in pay, subject to agreed limits which take account of current legislation and associated codes of practice, to perform functions as elected representatives;
- (c) reimbursement of travelling expenses, approved in advance by the College, for relevant activities for which Trade Union funding is not available;
- (d) the provision of the names of all newly appointed employees on full time, fractional and part-time contracts, to allow the elected representative communication directly to them;
- (e) opportunities to take part in staff induction programmes;
- (f) provision by the College of such agreed information as may be necessary for the Trade Unions to represent their members and protect their interests effectively, including an annual list of all staff appropriate to each union;
- (g) use of accommodation in College premises for union meetings;
- (h) use of the College's communication and distribution systems for the purposes of official Trade Union communication with and on behalf of members;
- (i) provision for the deduction of subscriptions at source for an agreed charge; and
- (j) access to College word processing, reprographic, facsimile transfer and other communication media available within the College; with the exception that the Trade Unions agree to pay an appropriate charge for use of reprographic and related facilities for Trade Union activities of a promotional nature, including but not limited to recruitment, advertising services but excluding the passing of information to members).

##### **4.3** The College agrees to the closure of relevant sections of the College premises for Trade Union meetings provided that:

- (a) sections are not closed for more than one hour per term, except by prior approval of the Executive; and

- (b) normally 10 working days notice of a request for closure should be given, except in exceptional circumstances, and then at the discretion of the Executive.

## **5. TIME ALLOCATED FOR TRADE UNION ELECTED REPRESENTATIVES TO UNDERTAKE THEIR UNION DUTIES**

Time Allocation is agreed on the following basis:-

### **(a) Representation and Collective Bargaining**

**Allocation of hours for elected reps is determined by membership number branch – see table below:**

<b>Numbers of members</b>	<b>Hours allocated to union per week (additional hour for every 30 members)</b>	<b>Yearly allocated hours</b>
<b>0 - 50</b>	<b>2</b>	<b>104</b>
<b>51- 80</b>	<b>3</b>	<b>156</b>
<b>81 - 110</b>	<b>4</b>	<b>208</b>
<b>111 - 140</b>	<b>5</b>	<b>260</b>

- Hours for elected representatives will be distributed between the elected representatives at the discretion of the trade union.
- In the case of elected representatives that are direct delivery staff this will need to be in discussion with the elected representative's line manager.
- The branch secretary will update the Head of HR Services with the distribution of allocated hours for each elected representatives and the membership levels where applicable.
- The branch secretary will update the Head of HR Services with the branch numbers on a termly basis.

### **(b) Health and Safety Duties**

An allocation will be determined by the College and will be consistent with the Health and Safety at Work Act 1974 or its successor legislation. Currently, the allocation for each accredited representative is an average of 1½ hours per week for 52 weeks in respect of the undertaking of the duties outlined on the attached statement. These 78 hours can be distributed throughout the year according to need. Unions will be required to notify the Deputy Principal of their elected representatives on an annual basis, normally in September, so that the Deputy Principal can notify the relevant managers.

**(c) Other**

Additional allocations of time may be agreed with by the Executive from time-to-time to cover particular circumstances as they occur, e.g. attendance at meetings outwith the normal pattern of consultation or negotiation.



## **PROCEDURE FOR CONSULTATION AND NEGOTIATION**

### **1. OBJECTIVE**

- 1.1 This agreement sets out the arrangements for formal consultation and negotiation between the College and the Trade Unions.

### **2. GENERAL PRINCIPLES**

- 2.1 The principles expressed in Section 2 of the Recognition and Procedural Agreement are also applicable to this appendix.

### **3. CONSULTATION AND NEGOTIATION ARRANGEMENTS**

- 3.1 The College and the Trade Unions agree to establish regular methods of consultation and negotiation on relevant matters including the prevention of differences and the reconciliation of them should they arise.
- 3.2 A Joint Union and Management Partnership (JUMP) group shall be set up to provide a forum in which representatives of the College management and representatives from the Trade Unions can meet to discuss college-wide matters of common interest and concern and, where problems or disputes exist, to seek mutually agreeable solutions.
- 3.3 Discussion of individual grievance, discipline, capability or performance will not be permitted in either the JUMP meetings unless a matter of general and wider principle is involved, and then only as a means of identifying the general or wider principle.

### **4. MEMBERSHIP**

- 4.1 The JUMP group shall consist of 2 members nominated by the College Principal, 2 members nominated by UCU, 2 members nominated by UNISON and 2 members nominated by AMiE. Only employees of the College shall be eligible for membership.
- 4.2 In the event of any member being unable to attend a meeting, the body represented by that member shall be entitled to appoint another person to attend as a substitute for that meeting.
- 4.3 All parties on the JUMP group may have in attendance such advisors as they deem necessary. Such advisors shall have no power to vote. Normally such advisors would be members of staff of the College or officers/officials of recognised trade unions, except on occasions when other specialised knowledge would be of assistance to the committee. All parties will give advance notice of an intention to have such an advisor in attendance.

### **5. QUORUM**

- 5.1 A quorum of the JUMP group shall be a minimum of 50% of voting representatives of the College and of the Trade Unions, provided that at JUMP meetings there is at least one voting representative of each Trade Union present.

### **6. AGENDAS AND MINUTES – JUMP GROUP MEETINGS**

- 6.1 The College Management and the Trade Unions shall each appoint a Secretary from their members who may take the notes of the meeting. The notes of the meeting will be circulated by the note taker within 10 days of the meeting taking place. The PA to the Deputy Principal will request items for the agenda and will circulate the agenda to all members of the group at

least 3 days before the meeting. In the case of urgent meetings, this requirement may be waived if agreed by each of the relevant Secretaries.

## **7. CONDUCT OF MEETINGS**

### **7.1 Frequency of Meetings**

Meetings of the JUMP Group shall be held at least once per term, unless otherwise agreed by both parties. A calendar of meeting dates for the current academic year will be agreed in September each year.

### **7.2 Additional Meetings**

Such additional meetings should only take place on dates agreed by all parties. Where the matter to be discussed at the meeting is deemed urgent by any of the parties, the meeting shall take place within 5 working days of the request for the meeting.

### **7.3 Adjournments**

During meetings it shall be open to either side to take a short adjournment to consider matters privately, or before a vote is taken.

### **7.4 Venue**

Meetings will be held in a mutually agreed location within the College.

### **7.5 Unfinished Business**

If there is any unfinished business at the end of a meeting which it is felt cannot be deferred to a future scheduled meeting, a further meeting will be arranged as soon as reasonably practicable to deal with only the outstanding business.

## **8. FAILURE TO AGREE**

- 8.1** No resolution of the JUMP group shall be regarded as carried unless approved by a majority of the members present from both the College Management and the Trade Unions voting separately. Where a failure to agree arises in the JUMP group the matter may be referred onto the Procedure for Disputes Resolution (see Appendix 4).

## **9. RATIFICATION OF AGREEMENTS**

- 9.1** It shall be recognised that any agreement reached at the JUMP group may need to be ratified by the appropriate bodies of the College and the Trade Unions.

## **DISCLOSURE OF INFORMATION**

### **1. GENERAL PRINCIPLES**

- 1.1** The principles expressed in Section 2 of the Recognition and Procedural Agreement are also applicable to this appendix.

### **2. DISCLOSURE OF INFORMATION BY THE COLLEGE**

- 2.1** The College agrees to provide such information as may be necessary for the Trade Unions to represent and promote the interests of its members effectively in accordance with Section 181 of the Trade Unions act and Labour Relations (Consolidation) Act 1992. Such information shall be provided upon request within a reasonable time-scale and may include:-

- (a) An annual list of all staff for which the union has recognition rights
- (b) Names of newly appointed staff and of leavers, on at least a termly basis
- (c) Employment contracts for all relevant categories of staff
- (d) Pay scales for relevant staff
- (e) Guidelines on application and adjustment of pay scales
- (f) Access to academic staff timetables
- (g) A copy of the college's Strategic Plan Summary
- (h) Access to Minutes of the Corporation
- (i) A copy of the income and expenditure statement from the annual 3 year financial forecasts, with a commentary (usually verbal).
- (j) A copy of the monthly income and expenditure statement from the management accounts, with a commentary (usually verbal).

In the event that Trade Union Officials request any additional financial information, the general principle will be that it is provided, unless the Executive feel there is good reason not to do so. In such a case, the reason(s) will be stated clearly.

### **3. DISCLOSURE OF INFORMATION BY THE TRADE UNIONS**

- 3.1** The Trade Unions agree to provide the Head of HR Services with an update of membership numbers at the beginning of the academic year, and an update thereof on at least a termly basis.

### **4. CONFIDENTIALITY**

- 4.1** All parties agree to respect requests for confidentiality from the other parties in relation to information provided, as appropriate, and to observe any statutory issues (e.g. data protection legislation) which affect the provision of information. Given the sensitivity of financial information, Trade Union officers will restrict it to internal use only, and will not reveal it to any person outside the College with the exception of Regional and Branch Officials, where confidentiality will be maintained.

## PROCEDURE FOR RESOLUTION OF DISPUTES

### 1. OBJECTIVE

- 1.1 This Agreement sets out the procedures which will be followed by the College and the Trade Unions to facilitate the resolution of disputes which may arise between the College and the Trade Unions.

### 2. GENERAL PRINCIPLES

- 2.1 All parties recognise that issues should be settled as near to the point of origin of the dispute as possible.
- 2.2 Many issues that arise can, and should, be settled by discussion between the College and the Trade Unions without necessarily having recourse to the formal procedure.

### 3. SCOPE

- 3.1 This Agreement shall apply to any collective dispute including, but not restricted to:-
- (a) salaries and conditions of service;
  - (b) security of employment; and
  - (c) working conditions.
- 3.2 This Agreement shall not apply to individual grievances which should be dealt with through the College's Grievance Procedure.

### 4. DISPUTES RESOLUTION

- 4.1 When a dispute arises every effort should be made to resolve it informally. This may involve discussions between the College and the Trade Unions. If, following informal attempts to resolve the dispute, one of the Trade Unions or the College still considers that the dispute is unresolved, they may move the dispute to the formal dispute resolution procedures by writing to the Deputy Principal requesting the dispute be dealt with formally.

### 5. FINAL STAGES OF THE PROCEDURE

- 5.1 In the event of the College failing to meet the Trade Union side within 10 working days of notification of the dispute (unless an extension is jointly agreed), the dispute may be escalated to Stage 3 of the procedure.

(a) **Stage 1**

If the dispute is not resolved informally, the Trade Union representative (secretaries) shall make a written submission to the Deputy Principal who will seek to resolve the matter within a reasonable period.

(b) **Stage 2**

If the dispute is not resolved at Stage 1, a Trade Union/College meeting will be arranged at which the Principal and Regional Official or Officer from the relevant Trade Union(s) will be present.

This meeting will normally take place within 15 working days of notification of the dispute, or failure to resolve the matter at Stage 1, whichever applies.

(c) **Stage 3**

If the dispute is not resolved at Stage 2 the parties can agree that a joint referral be made to ACAS for conciliation to take place.

If the procedure above fails to resolve the dispute or if there is no joint agreement to the conciliation at Stage 3, the procedure will be deemed to have been exhausted and arbitration or mediation will be considered.

## **6. STATUS QUO**

**6.1** Except in the case of an emergency, or because of statutory requirements, i.e. where a dispute has been declared as a result of a Change or proposed Change of existing agreements or established practice, the Change will not be implemented until:

- The local dispute is resolved (stage 1 and 2);  
or
- This procedure is deemed to have been exhausted and may require the intervention of other bodies e.g. ACAS (stage 3)
- No action will be taken by either side to interrupt normal working whilst negotiations take place to resolve the dispute. This includes any industrial action (other than registering a dispute) by the Trade Union or disciplinary sanctions by the College against any member of staff.
- The above does not apply to national level disputes.

For the purposes of this section “Change” has the meaning given to it in section 1.3 of the Management of Change Procedure.

## **Annexe 1**

### **HEALTH AND SAFETY REPRESENTATIVES**

#### **1. TASKS/RESPONSIBILITIES**

- 1.2** To attend meetings of the Health and Safety Committee, normally once per term;
- 1.3** To represent the views of Trade Union members at Health and Safety Committee meetings, and directly to management when appropriate;
- 1.4** To liaise with College managers in respect of Health and Safety issues in their areas;
- 1.5** To carry out investigations where members express concern regarding Health and Safety issues, and to make representations to management when appropriate;
- 1.6** To participate in appropriate training provided by the college or other training organisations e.g. recognised trade unions on Health and Safety matters;
- 1.7** To contribute to the development of Health and Safety policy, codes of practice, procedures, etc;
- 1.8** To participate in college arrangements for the monitoring of Health and Safety practices and procedures, and the evaluation of their effectiveness.

<b>TRACKING and REFERENCE INFORMATION</b>
<b>Date Approved:</b>
<b>Review Date:</b> 3 years from date approved
<b>Author/Responsibility:</b> Deputy Principal
<b>Equality Impact Assessment:</b> 14 <sup>th</sup> February 2013
<b>List of related policies, procedures and other documents:</b> Equality & Diversity Policy Equality and Diversity Scheme Grievance Procedure Guidelines for Managers: handling grievance issues
<b>Complaints:</b> If you wish to submit a complaint about the application of this policy or the procedure of it, please send your request in accordance with the provisions of the Grievance Procedure.
<b>Monitoring:</b> The application of this policy and associated procedure will be monitored by HR Services
<b>Easy reading:</b> To receive this policy/procedure in a different format, please contact HR Services