

Committee	Board of Management		
Date paper prepared	06/11/2021	Date of committee meeting	17/11/2021
Subject	Recognition and Procedures Agreement		
Author	Jane Lewis, Principal		
Action requested	For approval		
Purpose of the paper	Approval of Local Recognition and Procedures Agreement		
Brief summary of the paper	<p>A Local Recognition and Procedures Agreement with The Educational Institute of Scotland, Further Education Lecturers' Association and Unison is presented for approval by the Board</p> <p>This will provide a formal mechanism for consultation with the Unions as set out in the agreement.</p> <p>If the Board approves the agreement the Principal and Unions will set up a Local Negotiating and Consultation Committee as described in the agreement.</p>		
Consultation	<p>A draft of this agreement was presented to the HR & R committee of the Transition Board (TBHRR2021-3) to agree the mechanism for agreeing a final text. Following this we have had several meetings with the unions to clarify the agreement and the text presented here is agreed by management and the unions.</p>		
Resource implications	<p>Yes</p> <p>Paid Union time for activities</p>		
Risk implications	<p>Good collaborative relations with the Unions are essential to running the College.</p>		

Link with strategy	This links with our engagement pillar: ‘We will value, encourage and invest in our staff; support their professional development; and promote collaborative working with internal and external colleagues.’
<u>Equality, Diversity and Inclusion</u>	Positive engagement with staff ensuring inclusivity
Island Community Impact	None anticipated
Paper status	<input type="checkbox"/> Open – The paper may be circulated to non-members of the committee and published online without restriction. <input checked="" type="checkbox"/> Restricted – The paper must not be circulated to non-members or published online until after the committee meeting. <input type="checkbox"/> Confidential - The paper must not be circulated beyond the committee members and should not be published online. [Please note papers may still be subject to Freedom of Information requests – see below].
<u>Freedom of information</u>	Choose an item. If closed/ withheld, select date this will become ‘open’: Enter a date.

MEMORANDUM OF AGREEMENT AND UNDERSTANDING

RECOGNITION AND PROCEDURES AGREEMENT

between

THE BOARD OF MANAGEMENT OF SHETLAND UHI

and

**THE EDUCATIONAL INSTITUTE OF SCOTLAND;
FURTHER EDUCATION LECTURERS' ASSOCIATION**

and

UNISON

Background

1. This agreement is between the Board of Management of Shetland UHI (the college), the Educational Institute of Scotland – Further Education Lecturers Association (EIS-FELA) and UNISON. This agreement complements the National Recognition and Procedures Agreement (NRPA), negotiated within the National Joint Negotiating Committee (NJNC), which are:

- 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

2. The college recognises EIS-FELA and UNISON for the purposes of consultation and local negotiations where such negotiations;

- Fall outwith the scope of the NRPA; or
- Where either party wishes to explore a local agreement to implement any nationally agreed provisions which require local discussion, as agreed at NJNC. Any such agreement requires the consent of all affected parties.

3. All parties acknowledge the need to establish and maintain confidence and trust in the negotiating and consultation arrangements and jointly affirm to adhere to professional standards of behaviour and engagement in all discussions and communications. This may include, on occasion, maintenance of confidentiality. However, the EIS-FELA branch and UNISON branch reserve the right to seek members' views when appropriate, openly and fully consult with members, and seek advice from EIS-FELA and UNISON full time officials.

Equality, Diversity and Inclusivity Statement

The college will promote diversity, uphold equality of opportunity and ensure inclusivity. The college will respond to the needs of learners, staff and other stakeholders irrespective of age, disability, gender, gender reassignment, race, sexual orientation, religion or belief, 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 college agrees to representation from all trade unions recognised in the National Recognition and Procedures Agreement (NRPA). This is only EIS/FELA, UNISON, Unite and GMB at present. Locally employees are members of EIS-FELA and UNISON. Should college staff membership of trade unions change from the current position, then the membership of the Local Negotiating & Consultation Committee (LNCC) will be reviewed.
- 1.2 The Board of Management of Shetland UHI therefore hereby recognises The Educational Institute of Scotland, Further Education Lecturers' Association (EIS-FELA) as presently the sole representatives of lecturing staff employed by Shetland UHI and UNISON as presently the sole representatives of non-lecturing staff, in respect of terms and conditions of employment that fall within the scope of the Local Recognition and Procedures Agreement (LRPA) and the NRPA.
- 1.3 Any mutually agreed changes to terms and conditions will also apply to lecturing and non-lecturing staff within the collective bargaining process, who are not trade union members and will become applicable as agreed and, if required, be incorporated into their contracts of employment as soon as is reasonably practicable.
- 1.4 The parties to this LRPA recognise that 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 college staff who are not members of trade unions.
- 1.5 The college and the recognised unions jointly affirm their commitment to the maintenance of good industrial relations and accept that this Recognition and Procedures Agreement, and any formal agreements which may arise from it, will be binding on the signatory parties.

2. TRADE UNION MEMBERSHIP

- 2.1 Shetland UHI 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 a 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 the opportunity for all staff to join a trade union.
- 2.3 The college trade union representatives will be included in the relevant 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 following matters:
 - (a) Determination and negotiation of all staffing policies, procedures and work outwith the scope of the National Recognition and Procedures Agreement (NRPA);
 - (b) Determination and negotiation on terms and conditions of employment outwith the scope of the National Recognition and Procedures Agreement (NRPA);
 - (c) Arrangements for local implementation of NRPA and NJNC agreements;
 - (d) Consideration of and recommendations on any structural re-organisation proposals requiring a Board decision, which affect the conditions of employment of the employees represented by the staff side of the committee;
 - (e) Provision of a mechanism for reviewing the implementation of elements of Shetland UHI's corporate plan which have human resource implications;
 - (f) Facilities for trade union officials, trade union health & safety representatives and trade union learning representatives as set out in Clause 10 and the Learning Agreement in Appendix 1;
 - (g) Consultation on matters pertaining to health, safety and wellbeing.

4. STATEMENT OF INTENT

- 4.1 This Recognition and Procedures Agreement is designed to promote the development of good relations between the Board of Management and its employees.
- 4.2 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.
- 4.3 This will promote co-operation and informal processes already established between officers and trade union representatives, including information sharing, negotiation and consultation.
- 4.4 The Board of Management of Shetland UHI, the UNISON Branch and the EIS-FELA Branch jointly affirm their commitment to the maintenance of good employee relations and make this agreement voluntarily and in good faith.

5. LEGAL POSITION

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

6. AMENDMENTS TO THIS AGREEMENT

- 6.1 All parties agree to review this agreement when required to ensure that it continues to meet the needs of the college and the unions. Amendments to this agreement may be made by the mutual and written agreement of all parties.

7. WITHDRAWAL FROM THE AGREEMENT

- 7.1 The Recognition and Procedures 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.

8. LOCAL CONSULTATION AND NEGOTIATING MACHINERY

- 8.1 Consultation and negotiation between management and the trade unions will be conducted in accordance with the following procedure:
 - 8.1.1 Negotiation and consultation on employment matters which relate to staff shall be conducted within a committee to be known as the Local Negotiating & Consultation Committee (LNCC).
 - 8.1.2 Separate meetings and consultations between representatives of management and a specific trade union may also be arranged as deemed necessary and appropriate, and at such times as may be mutually convenient, to discuss specific matters relating specifically to lecturing or non-lecturing staff.
 - 8.1.3 Any agreements reached relevant to solely lecturing or non-lecturing staff just require the agreement of the specific union affected.

- 8.2 The composition of the LNCC shall be a minimum of four members from management, two from EIS-FELA and two from UNISON, with appropriate representation from Human Resources, acting in an advisory capacity. Where local representatives believe that it is required, they may, with appropriate notice in advance of the meeting, make a request to substitute one of their local representatives with an Area Officer, or other full time union official. Management will view such requests sympathetically in all the circumstances and acknowledge that where union structure requires input to particular matters, an external union official may attend. Both sides acknowledge that regular external attendance should not be viewed as usual practice.
- 8.3 The quorum for a meeting of the LNCC shall be three from management, to include the Principal (or their nominated deputy) and three from EIS-FELA / UNISON (both unions must be represented).
- 8.4 Meetings will take place quarterly, or more frequently if required. Normally, meetings will be timetabled to occur within the academic year.
- 8.5 Extra-ordinary meetings will normally be held within 14 calendar days of a request being made by any of the involved parties. This timescale may be extended by mutual agreement.
- 8.6 Management and unions will each appoint a committee secretary. A senior representative and the trade union's branch secretaries will jointly be responsible for 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 seven calendar days prior to the meeting. The LNCC will have responsibility for formally agreeing the minute of any meeting. Agreed minutes will be submitted to the Board of Management of Shetland UHI for information.
- 8.7 A Chairperson and Vice-Chairperson shall be appointed each year by the LNCC at the start of the first meeting in each academic year. If the Chairperson appointed is a Director of Shetland UHI, the Vice-Chairperson shall be appointed from the staff side and *vice versa*. The Chair will rotate on an annual basis. When neither the Chairperson nor the Vice-Chairperson is present, the Committee shall appoint an appropriate Committee member to act as Chairperson at the meeting. The Chairperson of a meeting will not have a casting vote in the appointment of office bearers.
- 8.8 A statement of outcome will be agreed between both parties as soon as possible, but normally no later than three working days, after the conclusion of the meeting.
- 8.9 Collective agreements reached shall be binding on the college and the trade unions through the signatures of the authorised persons. The wording of collective agreements shall be agreed between both parties prior to signing. Formal agreements will be signed by the Principal (or their designated deputy)

and the appropriate officer from EIS-FELA and UNISON. The Board of Management will homologate agreements reached at LNCC.

- 8.10 This Recognition and Procedures Agreement shall not detract from the right of communication between the Board of Management and their employees and between the trade unions and their members.

9. RESOLUTION OF COLLECTIVE DISPUTES

- 9.1 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.

- 9.2 If a collective dispute arises relating to terms and conditions of employment, then the following procedure shall be followed:

9.2.1 The elected officers of the trade union shall formally advise, in writing, the Principal, or in their absence, the designated deputy of the nature of the dispute and if possible, a proposed resolution. If the dispute involves more than one recognised trade union, the notification in writing must come from each union involved.

9.2.2 A meeting shall be arranged between college management and the trade union officials of each union who have notified a dispute, normally within three working days or by mutual agreement.

9.2.3 The meeting may adjourn for further discussion or investigation by mutual agreement but otherwise agreement of failure to agree shall be recorded.

9.2.4 The college management will refrain from implementing any change to terms and conditions which are subject to dispute and the trade unions who have lodged the dispute will refrain from industrial action until the disputes procedure has been followed and all practicable resolutions have been exhausted.

10. TIME OFF FOR TRADE UNION DUTIES AND ACTIVITIES

- 10.1 Accredited representatives will be permitted a reasonable amount of paid time off during working hours to carry out duties that are concerned with any aspect of collective bargaining and representation of individual members, including:

- terms and conditions of employment, including physical working conditions;
- engagement, termination or suspension of employment and the duties of employment;
- allocation of work or the duties of employment as between employees or groups of employees;
- discipline and grievance;
- activities associated with trade union membership;
- facilities for representatives of the trade union; and

- machinery for negotiation or consultation and other procedures, for example arrangements for collective bargaining, disputes, joint consultation, communicating with members and other trade union branch officers;
 - performing their functions under health and safety legislation;
 - accredited learning representatives' duties;
 - accredited equalities representatives' duties.
- 10.2 A request for paid time off should be made in writing to the appropriate line manager. 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.
- 10.3 The trade union shall advise the Principal of the names of their representatives and their status.
- 10.4 To ensure that workplace meetings are fully representative, paid time off for trade union representatives and members **will be considered** for:
- attending workplace meetings to discuss employment related matters and to vote on the outcome of negotiations;
 - meeting full time representatives to discuss issues relevant to the workplace; and
 - conducting trade union elections.
- 10.5 The college and the trade unions also recognise that it is in the interests of the effective and democratic operation of the trade unions that representatives participate in other activities of the trade unions. Reasonable time off during working hours may be granted for these purposes, which may include:
- Participation, as a representative, in meetings of official policy making and consultative bodies of the trade unions, such as annual conferences or regional meetings;
 - Representing the trade unions on external bodies such as committees or working parties within the official structures of the trade unions;
 - Holding office on official bodies of the trade unions.
- 10.6 Class Contact Remission relates to lecturing staff only and details of the agreement are included in Appendix 2.

11. TRADE UNION FACILITIES

- 11.1 In order to allow trade union representatives to conduct their trade union duties efficiently and effectively, whenever practicable, where requested and with reasonable notice, the college will provide:
- Accommodation for meetings;
 - Access to telephone, email, photocopying, intranet, internet and notice board facilities;

- Confidential space where an employee involved in a grievance or disciplinary matter, or who needs to discuss other confidential matters, can meet their representative.

APPENDIX 1

**LEARNING AGREEMENT BETWEEN
SHETLAND UHI AND
THE EDUCATIONAL INSTITUTE OF SCOTLAND:
FURTHER EDUCATION LECTURERS' ASSOCIATION (EIS-FELA) AND
UNISON**

1. The college agrees to promote lifelong learning opportunities for all members of staff. 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. The college will consult with and involve the relevant trade union representative(s) with these arrangements where appropriate.
2. 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.
3. 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 and practicable, the identified learning requirements of individual members of staff will be met.
4. The college agrees to support the training and operation within the college of trade union representatives with learning support responsibilities and agrees to adopt the following guidelines as a minimum requirement.
 - 4.1 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 duties associated with supporting the learning needs of staff.
 - 4.2 It is recognised that the EIS-FELA and UNISON may each have union representatives with learning responsibilities as part of their representation role.
 - 4.3 The college will provide staff members with reasonable paid time off in which to consult a trade union representative in relation to their learning needs.
 - 4.4 The college will establish ongoing arrangements to allow trade union representative(s) to liaise and share information on training and funding opportunities with college management in relation to lifelong learning/staff development.

- 4.5 The college will facilitate the inclusion of trade union representatives in appropriate committees and/or working groups within existing college structures that relate to staff learning and development.
- 4.6 The college will assist in the promotion of the role of the trade union representative(s) in the learning needs of staff among all staff groups.

APPENDIX 2

Class Contact Remission

- Trade union representatives will be given reasonable paid time off to carry out trade union duties and activities as class contact remission. Total weekly hours teaching remission will be agreed in consultation with the Principal. Additional remission may be agreed in consultation with the Principal.
- The EIS-FELA Branch Secretary will indicate to the Principal the distribution of remission time amongst branch officials and these will be incorporated into timetabling arrangements as soon as is possible. Additional / alternative arrangements will be agreed if trade union branch officials change mid-session.
- Timetables will attempt to arrange common non-teaching time for elected branch officials to assist working arrangements.
- Trade union officials may request paid time off for the purposes of urgent staff meetings.

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 on behalf of the Shetland UHI Board of Management

Name

Designation

Date

Signed on behalf of The Educational Institute of Scotland, Further Education Lecturers' Association

Name

Designation

Date

Signed on behalf of UNISON

Name

Designation

Date