

KENT ACE
Jan 2019

KCC Community Learning and Skills (CLS) & University and College Union (UCU) – Terms of Reference

Purpose

KCC is committed to positive working relationships with the trade unions that represent the staff we employ. While the UCU is not a Union formally recognised by KCC a number of its members are employed within the Community Learning and Skills service area. This agreement has therefore been established to facilitate a consultative framework between representatives of CLS and the UCU trade union, on Service wide matters relating to the workforce, particularly those represented by UCU.

Aims/Objectives

1. Provide structured opportunity for consultation and communication with the Service's trade unions. Wherever possible this will be to establish a common understanding and agreement but does not constitute formal or legal consultation.
2. An opportunity to discuss employment policy and its application.
3. An opportunity to engage with staff representatives on a proactive and positive basis.

Scope of Consultation

As employer KCC agrees to ensure UCU has full direct access to participate actively, receive appropriate consultation, and negotiation in any group committees and meetings whose nature and purpose are connected to working practices or terms and conditions of employment of UCU members and that cannot be effectively progressed or completed at a local level.

All statutory employment (including Health and Safety legislation) and associated approved codes of practices, both current and future (including relevant amendments) which relates to recognised Trade Unions will apply to the scope of this agreement and the employer will respond fully in its complicity to the responsibilities expected and ordered by such.

JNC meetings between CLS and UCU will include:

- Service developments
- Staffing changes
- Employment practice within the Service
- Health & Safety
- Staff communication
- 'Local agreement' (sessional) Terms and Conditions

It will NOT cover:

- Pay
- KCC Terms and conditions
- Individual resolution or disciplinary cases or any matter which is covered by a Procedure Agreement, except where, in the opinion of either side, a matter of substance and principle is involved, as defined by the relevant Procedure Agreement.

The specific agenda for each meeting will be agreed in advance.

Standards

Whilst such a forum will inevitably highlight differences of opinion the minimum standard of behaviour will include;

- Mutual respect
- A willingness to listen and consider
- KCC's values – Openness, challenge and accountability
- Professionalism
- Not 'personalising' any criticism

Membership

- Head of Service
- CLS Senior Managers
- UCU Regional Officer
- UCU local representatives
- HR representative as required
- Minutes Secretary

Frequency of Meetings

3 meetings per year of up to 2 hours, one at the start of each academic term.

Facility Time for Branch Representatives

Branch Officers (such as the Chair and Secretary) will receive remission of maximum of a total of up to 6 hours per week, to be used in a way that is fair to CLS and to the Union. Reimbursement for costs incurred during the fulfilment of union duties will be made by the union and not CLS.

Branch Officers will be able to access remission as above from duties if full time and receive payment for union duties at KAE Training rate if Teaching part time. Tutors will need to ensure that union duties do not conflict with their teaching schedule. The remission for part time Tutors who are officers will be capped at 20 hours per academic year unless agreed as an exception.

In addition, representatives at JNC will receive appropriate paid time to attend JNC meetings.

Branch Officers and Reps to be granted paid release/time off up to 6 days in total per branch per academic year for UCU and/or accredited Trade Union training, applied on a pro rata to paid hours basis for sessional staff where appropriate.

Local Branch members (other than committee officers) are welcome to undertake duties and promote the Union with local colleagues and shall by agreement have access to and reasonable use of local facilities (e.g. noticeboards, IT and desk space) to do this. As these are not branch officers, no remission will be made available.

Review

Any dispute over the operation of the agreement will be addressed by the Head of Service and Regional Officer in the first instance – referring to a jointly agreed third party if necessary.


The agreement will be subject to joint annual review – either party able to terminate the agreement with 3 months' notice after intention to terminate being declared at JNC.

Notes

1. Meetings between UCU and CLS will also include representation from Unison
2. Terms and Conditions and Rates of Pay for all non-teaching staff are determined by KCC
3. CLS will apply pay awards for tutors determined by JNC

Signed

.....for KCC 17-12-18.....date

..... for UCU..... 17.12.18.....date

