

NATIONAL PARTNERSHIP, RECOGNITION, AND PROCEDURE AGREEMENT BETWEEN COLEGAUCYMRU AND RECOGNISED TRADE UNIONS

1. INTRODUCTION

1.1 The Further and Higher Education Act 1992 established Further Education (FE) Corporations in Wales. Each Further Education Corporation is an independent employer of employed staff within its college and responsible for their pay and conditions¹.

1.2 ColegauCymru members comprise further education colleges, FE institutions and FE colleges which are wholly owned by universities. ² These are party to this Recognition and Procedure Agreement and are listed in Appendix One.

1.3 This agreement covers Wales only.

1.4 The signatories to this agreement recognise that employment issues in the sector requires a context of stability, but one in which we are responsive to the needs of staff, learners, and Welsh Government. The introduction of Social Partnership legislation in Wales provides an opportunity to ensure that we can deliver for all the social partners.

1.5 ColegauCymru and the signatory unions recognise the requirement to develop confidence in the machinery established in this National Partnership, Recognition and Procedure Agreement.

1.6 ColegauCymru and the joint trade unions undertake to engage in partnership working and recommend to their membership any agreement made within the parameters of this National, Partnership, Recognition and Procedure Agreement.

2. PURPOSE

2.1 The purpose of this National Partnership, Recognition and Procedure Agreement is to establish a Wales wide forum to work in partnership, and where appropriate negotiate on or consult on pay and contracts of employment and other employment matters. ColegauCymru and the joint trade unions will agree which matters are to be discussed on an annual basis although both sides may propose changes to that plan if the need arises. This agreement is between ColegauCymru acting on behalf of the further education Corporations in Wales and the signatory unions for all employment groups within colleges³, excluding designated senior post holders.

¹ In this agreement, the term 'FE Corporation' is used. This term covers the governing bodies of colleges which have designated status and colleges which are part of universities.

² Colegau Cymru/CollegesWales is referred to as ColegauCymru throughout this agreement

³ The term 'FE College' also includes 'FE institutions.'

¹ Adult Learning Wales is a Designated Further Education Institution (designated FEI) by order of the Secretary of State for Wales and subsequently by order of the Welsh Ministers. It does not have corporation status in the terms of the Further and Higher Education Act 1992.

It provides adult community learning: locally agreed contractual terms and conditions of employment are essential in order to meet its business needs. As such, Adult Learning Wales does not recognise the national common contract for FE staff in Wales and other associated national collective agreements. It nevertheless sees benefits to being part of the National Partnership, Recognition and Procedure Agreement between ColegauCymru and recognised Trade Unions.

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2.2 The outcome of national partnership working, negotiations and consultations are recommendations to local colleges. The Further and Higher Education Act 1992 gives FE corporations the right to determine their own terms and conditions of employment. But both social partners will endeavour to ensure full implementation of recommendations made, to governors.

2.3 Partnership working in areas of educational and vocational policy informs the work of the signatories to this agreement.

3 GENERAL PRINCIPLES

3.1 The signatories agree that it is in the interests of the FE Corporations, their employees and students that the business of Colleges should function effectively to the benefit of all of them.

3.2 The signatories to this agreement recognise the need to support partnership working at a college level to ensure effective social partnership working with Welsh Government.

3.3 Appendix 2 sets out the respective unions that are recognised by the FE Institutions and FE Colleges covered by this agreement.

4 PARTNERSHIP WORKING

4.1 Partnership working is different in every organisation, but for the purposes of this National Agreement it is articulated by the structures we use to work in partnership.

4.2 The principles of partnership working within the WNCFE are as follows:

4.2.1 Recognising and respecting each other's interests.

4.2.2 Acknowledging that improvements are needed in all sections of the workforce and we work collaboratively to deliver them.

4.2.3 Engaging in policy discussions as partners, to influence government policy covering post 16 in Wales.

4.2.4 Identifying the value and sharing best practice in the sector

5 RECOGNITION

5.1 ColegauCymru recognises the following unions for employees in FE Colleges. The unions will send their representatives to the Wales Negotiations Committee (FE) (WNCFE).

- GMB
- National Education Union (NEU)
- UNISON
- Undeb Cenedlaethol Athrawon Cymru (UCAC)
- University and College Union (UCU)
- NASUWT
- UNITE

5.2 The number of representatives attending the WNCFE shall be as follows:

5.3 Up to five employer representatives nominated by ColegauCymru

5.4 Up to 11 lay representatives from the TUC affiliated trade unions with the following balance of membership, subject to size of membership within FE colleges in Wales:

- 3 x UCU
- 2x UNISON
- 2x NEU
- 1x GMB
- 1x UNITE
- 1x UCAC
- 1x NASUWT

5.5 The trade unions may vary their balance of representation within the 11 maximum representatives.

5.6 Each trade union may bring to a meeting a paid official in an ex-officio capacity, who can contribute to the proceedings. The employers' side may bring to a meeting up to 2 ColegauCymru managers and up to 3 other managers employed by FE corporations in Wales, in an ex-officio capacity.

5.7 The signatory unions recognised that it is the right and responsibility of the FE Corporations and FE Governing Bodies to manage their domestic affairs in the context of this agreement.

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**6. THE WALES NEGOTIATIONS COMMITTEE FURTHER
EDUCATION**

The WNCFE shall undertake the following activities:

- 6.1 Review and update as appropriate the Recognition and Procedure Agreement for Wales.
- 6.2 Agree a programme of matters to be discussed on an annual basis.
- 6.3 Seek to reach agreement on pay, terms and conditions of employment and related matters. It is accepted that this does not preclude local negotiations.
- 6.4 Develop where appropriate joint policies of good practice guidance in employment issues.
- 6.5 Oversee and be responsible for the procedure for dealing with unresolved disputes arising from matters considered by the WNCFE.
- 6.6 Undertake work to review the implementation of recommendations to FE Corporations.
- 6.7 Monitor the implementation of agreements made between ColegauCymru and the TUs across the FE sector in Wales.
- 6.8 Develop agreement on areas of education and skills policy which could result in a stronger influence on decision of CTER and Government's agenda in these areas.

7. PROCEDURES OF THE WNCFE

- 7.1 The WNCFE will normally meet online on at least 3 occasions in any one calendar year, at least once per term. Additional meetings may be called by either side when appropriate. The last meeting in an academic year will agree dates of meetings in the following year.

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7.2 The WNCFE will not be quorate unless two representatives from ColegauCymru and four members representing signatory unions are present.

7.3 The WNCFE has the right to set up working groups and decide on their remit and membership, with a maximum of three representatives from each side.

7.4 ColegauCymru and the joint trade unions will chair alternative meetings of WNCFE and the working groups.

7.5 Papers will be distributed 5 working days before meetings of WNCFE. In the event that papers cannot be distributed within this time period, papers will be presented or tabled less than 5 working days before a meeting with the permission of both chairs or both secretaries of the ColegauCymru and joint trade union sides.

7.6 ColegauCymru will undertake to encourage their members to allow national negotiators sufficient paid time off to prepare for, attend and disseminate the information from meetings of the Joint Trade Unions and WNCFE.

8. DRAFTING GROUP

8.1 The WNCFE has the right to establish a drafting group.

8.2 The drafting group will consist of the chair and secretary of the Joint Trade Unions Group and the Chair and Vice Chair to the ColegauCymru Human Resources Network Group or their nominees.

8.3 The purpose of the drafting group is to produce documents for consideration by the full body, to help draft amendments to give effect to the decisions made by the full body and to act as editors to ensure consistency across the national agreements in Wales.

10. NATIONAL COLLECTIVE AGREEMENTS

10.1 National Collective Agreements will be considered by the WNCFE if they meet any of the following criteria:

10.1.1 Where there is a statutory requirement to provide pay and benefits relating to, for example, Maternity, Paternity, Adoption, Flexible Working, Parental Leave or Carer's Leave;

10.1.2 Where procedures allow the employee to be accompanied and represented by a trade union;

10.1.3 Where the parties agree to have a National Collective Agreement in place.

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10.2 Once the terms of a new collective agreement have been agreed WNCFE will also agree a date from which the collective agreement will be expressly incorporated into the National Contract by the relevant employer College (in accordance with clause 37 of the National Contract).

10.3 Pending completion of the negotiations referred to in clause 8.2, the terms of any existing local collective agreements will continue to apply.

10.4 Once an agreement has been signed off by both parties a recommendation will go from ColegauCymru to all employers listed in Appendix 1.

10.5 Any amendments or alteration to a National Agreement must be made by WNCFE.

10.6 The Joint Trade Unions are responsible for ensuring that all members adhere to the policies and procedures agreed through WNCFE.

10.7 Any and all amendments to National Collective Agreements will be discussed and agreed between the parties to the Agreement, through the structures outlined within this agreement.

11. PROCEDURE FOR DEALING WITH DISPUTES

11.1 It is mutually agreed that the aim of the WNCFE is to make recommendations on pay and employment related matters and to avoid disputes until all discussion has been exhausted.

11.2 In the event of the WCNFE failing to resolve an issue within its defined remit, representatives of the unions and ColegauCymru shall consider the matter jointly and may, if mutually agreed to do so, refer it to ACAS for conciliations, arbitration or any other form of assistance.

11.3 Any requests for clarification from colleges arising from any agreement will be dealt with by the officers of ColegauCymru, namely the Chief Executive of ColegauCymru and the Chair of the Employment Committee, in conjunction with the officers of the Joint Trade Unions, namely the Chair and Secretary to the Joint Trade Union Group.

11.4 Every effort will be made to respond to any request for clarification within 14 working days of receipt of that request.

11.5 If the officers responsible for dealing with requests are unable to provide the clarification necessary then the issue will be dealt with by the disputes procedures within individual colleges.

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12. VARIATION AND TERMINATION OF THIS AGREEMENT

12.1 Variations or changes to this Agreement will be presented in writing with at least 5 working days' notice to a full meeting of the WNCFE and then must have the agreement of the WNCFE.

12.2 Either side may terminate this agreement by giving six months' notice in writing to the other party. Any union or college may withdraw individually from this Agreement by giving six months' notice in writing to ColegauCymru.

12.3 This Agreement will operate from the date of all parties signing the Agreement.

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APPENDIX 1.

This appendix will be updated to reflect any changes to the names and numbers of Further Education Colleges and Further Education Institutions.

**CORPORATIONS AND/OR GOVERNING BODIES OF FURTHER EDUCATION
COLLEGES AND FURTHER EDUCATION INSTITUTIONS SIGNATORIES OF THE
RECOGNITION AND PROCEDURE AGREEMENT
AS OF MARCH 2014**

Bridgend College/Coleg Penybont
Cardiff and Vale College/Coleg Caerdydd a'r Fro
Coleg Cambria
Coleg Gwent
Coleg y Cymoedd
Gower College Swansea/Coleg Gwyr Abertawe
Grŵp Llandrillo Menai
Grŵp NTPC Group of Colleges
Pembrokeshire College/Coleg Sir Benfro
St David's Catholic College/Coleg Catholig Dewi Sant
The College Merthyr Tydfil/Y Coleg Merthyr Tudful;
Coleg Sir Gar/Coleg Ceredigion
Addysg Oedolion Cymru / Adult Learning Wales

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APPENDIX 2


Bridgend College/Coleg Penybont	NEU- (mgt spine), UCU, UNISON
Cardiff and Vale College/Coleg Caerdydd at Fro	NEU (mgt spine), UCU, UNISON
Coleg Cambria	Unison, NEU, UCU and NASUWT
Coleg Gwent	NEU(mgt spine), UCU, UNISON
Coleg y Cymoedd	NEU(mgt spine), GMB, UCU, UNISON
Gower College Swansea/Coleg Gwyr Abertawe	NEU, UCU, UNISON
Grwp Llandrillo Menai	NEU (mgt spine), UCAC, UCU, UNISON, UNITE
Grŵp NTPC Group	NEU, (mgt spine) UCU, UNISON
Pembrokeshire College/Coleg Sir Benfro	NEU, UCU, UNISON
St David's Catholic College/ Coleg Catholig Dewi Sant	NEU, NASUWT, UNISON
Merthyr Tydfil College/Y Coleg Merthyr Tudful;	UCU UNISON
Coleg Sir Gar/Ceredigion	NEU, GMB, UCU, UNISON
Addysg Oedolion Cymru / Adult Learning Wales (ALW)	UNITE

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SIGNATURES OF THE PARTIES TO THIS AGREEMENT


GMB 

NASUWT


NEU 

UCU *G. R. Lloyd*

UCAC *Tran Lyman*

UNISON 

UNITE *M. Gilroy*

Signed:  (Interim Chief Executive)

On behalf of the College

Date of Commencement of this Agreement

PARTNERSHIP AND RECOGNITION AGREEMENT

1. Context

The Social Partnership Act (date when royal assent given) in conjunction with the Trade Union and Labour Relations Act (date) provide the context for this agreement. The signatories to this agreement recognise that employment issues in the sector require a context of stability but one in which we put the well-being and achievement of learners at the forefront of all we do whilst recognising and respecting each other's interests.

2. Purpose

2.1 The purpose of this Partnership and Recognition Agreement is to establish effective partnership working and negotiation arrangements between (referred to below as the College) and the recognised Trade Unions representing Academic and Business Support Staff groups, namely:

UCU - University and College Union
UNISON - The Public Service Union
Other Unions as appropriate

2.2 This agreement links strongly to the Partnership Time Off & Facilities Agreement (4.4) and should be read in conjunction.

3. General Principles

3.1 The signatories to this agreement agree the following principles:

3.1.1 The spirit and intention of this Agreement is to recognise the importance of good industrial relations between the College and its staff through partnership working development of effective procedures for partnership working

3.1.2 The signatories to this agreement jointly adopt and adhere to the partnership principles of co-operation, respect, trust, voice and participation, and mutual gains.

3.1.3 Sufficient facility time will be given to trade unions reps to deliver partnership working.

3.1.4 Affairs will be conducted taking due account of the Wales National Committee for Further Education (WNCFE) and in this context, it is accepted that agreements related to National Terms and Conditions of Employment reached within WNCFE will be recommended for implementation by all parties and will be acted on in good faith by the signatories to this agreement. These agreements will provide a baseline below which no college should fall.

3.2 It is agreed by all signatories to this agreement that every attempt will be made to apply this agreement to avoid any dispute arising.

4. Partnership Working

4.1 Partnership working is different in every organisation. For the purposes of this agreement it is articulated by the structures we use to work in partnership.

4.2 College SMT will need to have a discussion with their trade union partners to decide on the best framework for partnership working in their college.

4.3 Partnership working requires structures, but it is also about the partnership principles in clause 3.1 being reflected in the discussions and debates.

4.4 Each college to commit to having partnership structures at the end of a six - month period during which they pilot partnership working. This timeline can be extended by agreement of all the signatories. These structures should be written in a Partnership Time Off and Recognition agreement and read in conjunction with this agreement.

4.5 Once the partnership structures have been exhausted, if there is a need to continue a dialogue, then the following procedures will be used.

5. Procedures

5.1 There will be a Joint Negotiation and Consultative Committee (JNCC) consisting of members of the management of the College and representatives of the recognised trade unions, the membership of which shall be as follows:

5.1.1 Management Representatives:

5.1.2 Trade Union Representatives: at least 2 trade union representatives from each union or 1 representative per 100 members for each of the unions, whichever is greatest.

5.2 The purpose of the JNCC shall be to discuss issues which equally affect the Staff Groups referred to in Para 5.1 and any agreements between both sides will require the support of all the recognised Trade Unions.

5.3 The JNCC will meet at least once per term.

5.4 The JNCC will be chaired by an appropriate member of SMT alternating with one of the Trade Union Representatives, or an appropriate nominated person, by

mutual agreement.

5.5 The Personnel Manager/HR Director will be in attendance at each meeting of the JNCC.

5.6 A JNCC Secretary to be provided by the College will receive items from both sides for inclusion on the agenda and provide an official record of each meeting. The minutes and resolutions of JNCCs will be confirmed within 5 working days of the date of each meeting.

5.7 The agenda for the JNCC will be circulated at least 5 working days before each meeting.

5.8 There will be a Common Interest Group for each of the following Staff Groups:

5.8.1 Academic.

5.8.2 Business Support.

5.9 Each Common Interest Group will discuss issues which affect the individual Staff Groups.

5.10 The Common Interest Groups will meet at least once per term.

5.11 The Common Interest Group for Academic staff will be chaired by the and the Common Interest Group for Support Staff will be chaired by the.....

5.12 The representatives at each of the Common Interest Groups will be as follows: *insert roles*

5.13 The Personnel Manager/HR Director will be in attendance at each meeting of a Common Interest Group.

5.14 The Trade Union Representatives must be employees of the College. Paid officials of each recognised trade union may be invited to the meetings.

5.15 A Secretary of each Common Interest Group to be provided by the College will receive items from both sides for inclusion on the agenda and provide an official record of each meeting. The minutes and resolutions of CIGs will be confirmed within 5 working days of the date of each meeting.

5.16 The agenda for each Common Interest Group will be circulated at least 5 working days before each meeting.

5.17 At the request of either side to the Chair at the time the agenda is prepared, an external advisor representing the interests of the College or Trade Unions may attend meetings of the JNCC and CIGs for specific agendum items.

5.18 The confirmed minutes of the JNCCs and the CIGs will be forwarded to the

Management for attention, and action where necessary. A log of actions will be kept by the College and shared with all JNCC and CIG attendees.

5.19 Confirmed minutes will be made available to all staff through the college internal data storage systems, and a short summary of issues raised and actions taken should be agreed and circulated to all staff via internal communications systems (intranet) once the minutes have been confirmed.

5.20 Additional Meetings may be agreed by each College to assist in the proper running of business functions and management of change at the College. Details of the purpose, frequency and attendees of these meetings may be set out below:

6. Collective Disputes Procedure

6.1 The purpose of this procedure is to seek to resolve matters of dispute between the College and its staff as efficiently and effectively as possible and to enable the recognised trade unions to make representations on behalf of their members for the purposes of consultation and negotiation. A collective dispute is defined for the purposes of this agreement as any issue impacting more than one member of staff, or raised on behalf of more than one member of staff by their trade union representatives.

6.2 With the objective of reaching a swift resolution, members of staff will raise the matter of concern at a personal meeting with their immediate line manager or appropriate senior manager.

6.3 In the absence of a resolution within Paragraph 6.2, an appropriate recognised trade union representative can make representations on behalf of the members of staff, to the immediate line manager or appropriate senior manager.

6.4 In the absence of a resolution within Paragraph 6.2 and 6.3, the matter will be considered by the appropriate Common Interest Group or the Joint Negotiating and Consultative Committee.

6.5 If the matter remains unresolved then either side can register a failure to agree. In registering the failure to agree the full time official/s can be called upon to discuss the issues in an attempt to reach a resolution.

7. Procedure for Dealing with Unresolved Issues

7.1 It is agreed by all parties to the agreement that every attempt will be made to use the procedures above to avoid dispute including having additional meetings and involving paid regional and national officials where appropriate.

7.2 Where there is a failure to reach an agreement within local procedures, and both parties agree that the issue warrants it, the matter may be referred to the Advisory Conciliation and Arbitration Service (ACAS) in order to seek a resolution.

7.3 Where the disagreement concerns the interpretation of a national agreement

approved by the College, the Joint Secretaries of the appropriate national body may, if both parties agree, be requested to advise on resolving the matter.

7.4 Where a dispute has arisen out of an attempt to change existing circumstances or practices, the practices will remain at status quo until the procedure is exhausted.

7.5 The Procedure:

7.5.1 Stage 1: The dispute shall be referred to a special meeting of the appropriate Trade Union(s) within 5 days of notification. If resolution is not reached at this Stage, the matter shall be referred to Stage 2 of the procedure within 10 working days of such failure to agree, which may be extended only by the agreement of both sides.

7.5.2 Stage 2: A meeting shall be convened consisting of equal numbers of senior management and representatives of the appropriate Trade Union(s). The meeting will be Chaired by the Principal. Advisors may be present from either side and may participate in the meeting. If the dispute cannot be resolved at this Stage, Regional representatives may be able to assist.

Where the disagreement concerns the interpretation of a national agreement approved by the College, the Joint Secretaries of the appropriate national body may, if both parties agree, be requested to advise on resolving the matter. If the dispute cannot be resolved by these procedures, the matter may be referred to ACAS for conciliation and/or arbitration if mutually agreed.

7.6 The College will not seek to make changes unilaterally regarding matters that are the subject of consideration within the stages of this procedure.

7.7 The recognised trade unions will not seek to take industrial action or make reference to ACAS or Employment Tribunal regarding matters that are the subject of consideration within the stages of this procedure.

8. Disclosure of Information

8.1 The College recognises that employee representatives are entitled to be provided with relevant information concerning the College in accordance with Section 181 of the Trade Union and Labour Relations (Consolidation) Act 1992, in order to carry out their collective bargaining activities.

9. Variation & Termination

9.1 Any variation to these procedures can only be made by joint agreement between the College and the recognised Trade Unions.

9.2 Both sides recognise the need to jointly review and agree the terms of this agreement following two years of its operation.

9.3 The College or any of the recognised Trade Unions can terminate this

agreement by giving six-month's notice in writing.

Signed:
On behalf of the College

Date:

Signed:
On behalf of UCU

Date:

Signed:
On behalf of UNISON

Date:

And any other Trade Unions recognised by the college