



Approved Minute of the meeting of the National Joint Negotiating Committee (NJNC) – Side Table (Lecturers) held on Wednesday 29 November 2017, 1030 at EIS Offices, Moray Place, Edinburgh.

In Attendance	
Alex Linkston	Management Side (Chair)
Andrew Lawson	“ “
David Alexander	“ “
Paul Little	“ “
Shona Struthers	“ “ (Observer)
Stuart Thompson	“ “
Pam Currie	Staff Side
Charlie Montgomery	“ “
Jim O’Donovan	“ “
John Kelly	“ “
John Gribben	Management Side Secretary
Anne Keenan	Staff Side Secretary
Heather Stevenson	Depute Management Side Secretary

54/17 Welcome and Apologies

The Management Side Chair welcomed all to the meeting. There were no apologies. The Staff Side requested that two items be considered under AOCB, an update on the status of Shetland College UHI in relation to the NRPA and the 2017/18 Pay Claim.

55/17 Matters for Negotiation

The Management Side confirmed that there were two outstanding matters for discussion, annual leave for promoted lecturer posts and the definition of class contact. The Management Side provided details of the rationale for proposing a differential in annual leave entitlement for promoted lecturers, based on its understanding of the nature of the duties and responsibilities of these posts. The Staff Side requested copies of the collated annual leave data, to which the Management Side had referred. It was agreed that this would be provided.

Discussions took place on the inclusion of “*Coordination/lead of internal verification*” under the definition of the plus 1 hour class contact time. The Staff Side stated that internal verification itself was a huge issue for its members and that it was important to recognise the additional responsibility for those staff who are required to coordinate and lead the process. The Staff Side highlighted the importance of internal verification in ensuring that effective quality systems are in place in educational establishments. The Management Side clarified that the request did not refer to what would be regarded as participation in normal internal verification. The Staff Side responded that the statement referred to those staff who would be coordinating or leading the process. The Staff Side stated that it would expect locally devised quality systems to be in place which would suit local needs.

Both sides agreed to an adjournment to consider the respective positions.

Adjournment

The Staff Side requested electronic copies of the annual leave figures which had been provided.

The Staff Side referred to some inaccuracies in the data provided and outlined its understanding that there were no promoted lecturing posts in West Lothian which were in scope. Questions were also asked around weighting and the basis of the calculations made. The Staff Side then indicated that on the basis of the information provided and discussions which had taken place, it was prepared to move its position to 62, 62 and 58 days' annual leave respectively for Levels 1, 2 and 3 of promoted staff. The Staff Side highlighted that this allowed for a differential in annual leave and it proposed that 10 days of the 58 days' annual leave for level 3 promoted lecturers could be taken on a flexible basis. The Staff Side restated its concern that to extend flexibility beyond this could be detrimental to the running of the college and could have a negative impact on student learning.

The Management Side confirmed that the West Lothian figures could come out of the table as there were no promoted lecturing posts in scope there. The Management Side stated that this would not substantially affect the sector average figures.

The Staff Side advised that its proposals took into account that it expected most posts to be matched to Levels 1 and 2 and that as there was a significant teaching element in these roles, it was appropriate to have them on the same level as unpromoted lecturing staff. The Staff Side also referred to concerns that making further change in annual leave could act as a disincentive for those considering applying for promotion. It felt its position was fair and represented a significant movement on its part.

The Management Side responded that the Staff Side proposals did not seem to take into account the sector's wish to develop the Workforce for the Future and that the proposals would not allow the sector to provide a better service and to keep up with the demands of industry.

The Management Side further advised that levels 2 and 3 are essentially management posts, with an element of teaching rather than lecturing.

The Staff Side responded that the Management Side had introduced the annual leave figures as the current situation, not those that would be required for the future and requested that the Management Side be consistent in its arguments. The Staff Side also advised that the vast majority of college work is publicly funded and takes place at certain times of the year; there is a very small amount of work carried out with term time. The Staff Side believed that its proposals allowed for a differential and flexibility and that the Management Side proposals had an over-emphasis on the relatively small amount of work done out with the academic year. In addition, the Staff Side felt that if there was too much flexibility in the timing of annual leave, this would lead to disruption to students and would have a negative impact on the publicly funded work which is done during term time.

The Management Side responded that there were a number of fixed college closure days which restrict the overall flexibility and that leave would be granted based on the exigencies of the service, with no disruption to students.

The Staff Side stated that it wished to make clear that it had moved twice on the issue of annual leave; it referred to the movement on promoted annual leave from 62 days for all, to 62, 62 and 60 days, and then to 62, 62 and 58 days' annual leave for levels 1, 2 and 3 for promoted staff respectively. The Staff Side asked the Management Side to reflect on this, stressed that it was hopeful of a settlement at that meeting and asked the Management Side to respond.

The Management Side indicated that it had moved on its position more than twice and that the annual leave figures supported the Management Side's position.

The Management Side responded that it was also seeking to reach an agreement today and verbally proposed a further offer of 62, 60 and 55 days' annual leave for levels 1, 2 and 3 promoted posts respectively.

The Staff Side asked if there was to be flexibility in the timing of taking annual leave days and the Management Side responded that there would be an element of flexibility.

The Staff Side requested sight of the full spreadsheet on the annual leave figures and the proposals from the Management Side in writing.

The Management Side suggested an adjournment, however the Staff Side advised that it wished to discuss the wording of the internal verification clause under the class contact definition.

The Staff Side advised that although it was not entirely convinced by the arguments put forward in respect of the need for a differential in annual leave for promoted staff, it could consider moving to 55 days for Level 3, subject to further discussion on flexibility. The Staff Side requested that consideration be given to changing the wording in this section to reflect that it was the 'timing of annual leave' which could be taken flexibly.

In relation to coordinating and leading internal verification, the Staff Side requested that further consideration be given to the use of the wording 'as directed by college management'. The Management Side responded that this reflected the wording used in the other sections referring to academic research and additional curriculum development. The Staff Side indicated that internal verification was different from these other activities and noted that there are different systems in place across the colleges, with systems being devised locally to reflect local needs. This area was, therefore, different and reference should not be made to direct management control as there should be a greater degree of professional dialogue and flexibility.

The Management Side welcomed the Staff Side move to a leave differential at Level 3, however reiterated that in their view, Level 2 was a managerial level post and as such there should be a differential between Levels 1 and 2. The Management Side requested that the Staff Side look again at this area.

In respect of the wording in the section on the co-ordination/leading of internal verification, the Management Side advised that it would accept the Staff Side position and agreed the inclusion of wording 'as agreed with college management' and the deletion of 'as directed by college management'.

The Management Side asked if the Staff Side accepted that there was managerial responsibility in Level 2 promoted posts, as if so, it should be acknowledged in the annual leave entitlement.

The Staff Side responded that it had offered flexibility within the 62 days and that it did not see the need for any further differential as the main priority of Level 2 posts was to manage the curriculum.

The Management Side responded that the role was more than managing the curriculum and the Staff Side responded that there did not appear to be an operational need for this as the duties were discharged during term time.

The Management Side asked that the Staff Side put forward a form of words which could allow it to show their members that the Staff Side proposal would work.

In response, the Staff Side felt that the flexibility offered for level 2 provided for a sufficient differential between levels 1 and 2.

The Management Side sought clarification on the rationale for supporting the differential at level 3. The Staff Side responded that it had conceded this point and wished to make progress.

It was agreed to adjourn to consider the current positions.

Adjournment

The Staff Side advised that they would be willing to move to 61 days' annual leave for level 2 promoted staff. They felt this was a reasonable compromise as the focus of this level of post should be on learning and teaching.

The Management Side advised that their proposal of 60 reflected the sector norm and that there needed to be a clear differential between the levels.

The Staff Side advised that it reluctantly accepted this position.

Discussion then focused on the level of flexibility around the timing of annual leave for promoted lecturers. It was agreed that the 62 days' annual leave for level 1 promoted staff was fixed; that of the 60 days' annual leave for level 2 promoted staff, up to 5 days could be taken flexibly, subject to the operational exigencies of the service and that for level 3 promoted staff, the timing of the 55 days' annual leave will be determined subject to the operational exigencies of the service.

It was also confirmed by both sides that agreement was reached on the wording 'where appropriate, and as agreed with college management, coordination/lead of internal verification' to be included under the section dealing with the additional one hour class contact time.

The Management Side Chair acknowledged that agreement had been reached on the core terms and conditions for lecturers.

56/17 Promoted Posts Job Matching Referral Process

The Staff Side requested that an independent chair be appointed to the STL Referrals Subcommittee, dealing with referrals in relation to promoted posts job matching. The Management Side agreed to the appointment of an independent chair for the referral hearings and it was agreed to remit this matter back to the Joint Secretaries to complete the Circular and discuss appropriate people who could act as Chair.

57/17 AOCB

2017/18 Pay Claim

The Staff Side requested an update on the 2017/18 Pay Claim. The Management Side advised that its position had not moved. The Staff Side advised that it was now declaring a formal dispute on this matter.

Shetland College UHI

The Staff Side requested an update on Shetland College UHI. The Management Side advised that its response was the same as at the previous meeting in that the request for inclusion to the NRPA would be considered at the next meeting of the Employers' Association on 11 December 2017. The Management Side indicated that it was confident that the Employers' Association would be presented with all relevant information on that date to allow it to make a decision.

Next Steps

The Staff Side referred to a previous meeting at which in its view it had been agreed that when the areas in 'purple' in the May 2017 Agreement were resolved, then most of the areas not in 'black' in V7 of the National Terms and Conditions document would be agreed. As such, they requested two Technical Working Groups be set up to complete this work.

The Management Side advised that it had noted and acknowledged the request and that, the Agreement had to be ratified by both sides.

The Management Side indicated that it will be seeking ratification at the Employers' Association meeting on 11 December 2017 and asked the Staff Side how it was seeking ratification. The Staff Side responded that it would be calling a Special Executive Committee meeting to discuss this matter. The Staff Side also stated that it wished to make progress on the National Terms and Conditions document in the interim period and as soon as possible.

The Management Side noted the Staff Side request for Technical Working Group meetings to be set up before the next scheduled NJNC meeting on 14 December 2017. The Management Side also reminded the Staff Side that from the 'lessons learned' exercise it had been agreed that we would not set up multiple, time unlimited meetings.

The Staff Side responded that it had also been agreed at that forum that these Short Life Technical working groups had been very productive. The Staff Side was proposing very short time bound groups as most areas had already been agreed. The Management Side did not accept this position and at this time stated that the focus should be on seeking ratification of the Agreement.

It was agreed that an implementation Circular would be prepared by the Joint Secretaries to confirm the detail of the Agreement once it had been ratified. It was noted that the whole Agreement would be subject to an Equality Impact Assessment. It was further agreed that the final wording in the Agreement would be agreed and signed off by both sides, prior to any wider communication.

Date of Next Meeting

The date of the next scheduled meeting is Thursday 14 December 2017.