

Approved Minute of the meeting of the National Joint Negotiating Committee (NJNC) – Side Table (Lecturers) held on Thursday 22 February 2018 at 1400 at City of Glasgow College, City Campus, Glasgow.

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

09/18 Welcome and Apologies

The Staff Side Chair welcomed all to the meeting. Apologies were received from David Alexander.

10/18 Minutes of Previous Meetings

The minutes of the NJNC meetings of Thursday 14 December 2017 and Thursday 18 January 2018 were agreed with one minor amendment in each minute. The date of the next meeting in the minute of 14 December 2017 was to change to Thursday 18 January 2018. The minute of the 18 January 2018 was to change the word ‘preservation’ to ‘conservation’.

The Staff Side requested that page numbers be included on all future minutes. This was agreed.

11/18 Matters Arising and Any Other Exceptional Items

There were no matters arising and neither side noted any other exceptional items to be raised.

12/18 Terms and Conditions Working Group

The draft action note of the meeting held on Thursday 25 January 2018 was agreed.

The Management Side spoke to Paper 3 and advised that, after two meetings, the group had been unable to agree the terms of reference, with the issue of contention relating to the status of the draft National Terms and Conditions of Service for Lecturing Staff in Scottish Colleges V7 and V8.1.

The Staff Side noted that it would have preferred if Paper 3 had been entitled a Management Side paper as it had not agreed the content. The Staff Side stated that in an attempt to circumvent an impasse, it had asked repeatedly at the working group for the Management Side to tell the Staff Side what parts of V7 or V8.1 with which it did not now agree but that the Management Side would not provide that detail.

The Management Side responded that it would consider the outputs and recommendations from previous working groups but that it could not include specific reference to either V7 or V8.1 explicitly named in the terms of reference. At no point did it say that the group would never refer to V7 or V8.1 during its discussions.

The Management Side advised that it believed that the term 'blue book' had been superseded by further discussions on terms and conditions and that we should be going down a new path in developing terms and conditions following the May and November 2017 Agreements. The Management Side indicated that getting flexibility was key to making progress.

The Staff Side restated its view that V7 was an agreed NJNC output and V8.1 was an agreed working group output and as such an output of the NJNC. The Staff Side advised that giving consideration to these documents was not sufficient and that the black text in both V7 and V8.1 had been agreed and should be referred to as such in the terms of reference. The Staff Side repeated its request that the Management Side advise of the areas of black text that it no longer agreed with.

The Staff Side stated that it believed that in going down a 'new path' that all previous work was being discarded and reiterated that it was not referring to the 'blue book'; it was referring to what had already been agreed and this is the black text in V7 and V8.1 of the National Conditions document.

The Staff Side advised that the document prepared by the Management Side only referred to the May and November 2017 Agreements and needed to include much more. The Staff Side were of the view that the Terms and Conditions Working Group would be completing the work, of which a substantial part had been agreed and entered into discussions on that basis. The departure from the agreed text indicated that there was no evidence of lessons being learned from the Scottish Government hosted session the previous year. A substantial amount of work had been undertaken and it appeared as if it was being thrown away.

The Management Side responded that it was not throwing away all the previous work, but that it could not include reference to the 'blue book' in the terms of reference as it believed that the 'blue book' had no agreed status.

The Staff Side stated that no reference had ever been made by the Staff Side to the 'blue book' at the previous Working Groups and requested that the Management Side stop referring to the 'blue book'. It was highlighted that the previous Short Life Working Group which had produced V7 and V8.1 had agreed a substantial part of these documents and the outstanding issues should now be considered as a matter of urgency. The Staff Side again asked the Management Side to advise of the areas that it was no longer in agreement with.

The Management Side advised that it was not saying that all of the black text was not accepted, but that it wanted to start afresh following the May and November 2017 Agreements. It was not ignoring the content of V7 and V8.1; it acknowledged that aspects of the documents had been discussed and recommendations made: it just could not accept specific reference to either document in the terms of reference.

The Management Side further advised that it wished to move forward with a document which allowed for flexibility at college level. It stated that this reflected the discussions which had taken place at the Employers' Association after the May 2017 NJNC Agreement had been agreed. The document presented from the Management Side signalled this change in position. In considering the options available in moving forward, the Management Side asked whether both sides should start from the new document or whether both should be conflated.

The Staff Side suggested that V8.1 be gone through line by line to identify what was agreed and what was not agreed and that the Management Side advise the Staff Side of what it no longer agreed with. Without having an understanding of the areas of contention, it is difficult to move forward. The Staff Side advised that it may have to raise the matter with the Minister.

The Management Side advised that neither V7 nor V8.1 had been agreed at NJNC level and that progress would not be made unless there was compromise from both sides. The Management Side proposed conflating both the National Conditions document and the new paper produced by the Management Side.

It was agreed to adjourn to consider the respective positions.

Adjournment

The Management Side advised that although there was still disagreement on both sides about what had been agreed or not agreed, in the spirit of making progress, it proposed to set the terms of reference to one side until such time as the Management Side had met to go through V8.1 and advise of what could be included in a base document and what could not.

The Staff Side requested an adjournment.

Adjournment

The Staff Side advised that it welcomed this proposal but wished to make it clear that it was still of the view that the NJNC STL minute of 9 February 2017 reflected that the black text of V7 had been agreed. It believed this to be a binding agreement.

The Staff Side advised that in the interests of moving forward, it would accept, without prejudice, the proposal as a middle road. It re-stated its understanding of the proposal, stating that the Management Side would look at V8.1, highlight in that document what it accepted and what it no longer accepted and then submit this to the Staff Side in a timescale to be agreed.

The Management Side confirmed the Staff Side's understanding of the proposal.

The Management Side restated that in its view, NJNC agreement was not made on V7 nor V8.1 and that it would advise the Staff Side for the timescales for response following the meeting. A date for the next meeting of the Terms and Conditions Working Group will be agreed by the Joint Secretaries.

The Staff Side emphasised the urgency in making progress with the National Terms and Conditions document.

13/18 £100

The Management Side confirmed that, following the decision of City of Glasgow College not to appeal the Employment Tribunal decision, it would be reporting to the Employers' Association on Monday 12 March 2018 recommending that all colleges make payment to all staff in the sector. Following the Employers' Association meeting a Joint Circular will be circulated for comment and once agreed, will be issued to the sector.

There was a short discussion around issues specific to the City of Glasgow College which were referred for further discussion locally.

14/18 Promoted Post Matching Process Update

The Management Side advised that nine colleges had confirmed that no local agreement has been reached and have referred, either fully or partially, for consideration by the National Referral Subcommittee.

The first Referral Subcommittee met on Thursday, 8 February 2018. Referrals from three colleges were scheduled for that day but given the time and complexity of the discussions and deliberations, it was only possible to hear the evidence from two colleges.

The decision making process has not been completed for those referrals and further evidence is being sought before decisions can be issued.

It had become clear through the discussions that the Referral Subcommittee did not have sufficient evidence to make judgements on the submissions and to which level within each of the 11 stated criteria, any particular role should be matched. As such, the Joint Secretaries had developed a specific template grid which each college is being asked to complete for each referral being made. The intention is that the grid will clearly show the areas of dissent between management and EIS representatives at local level, and what evidence there is to support the respective positions.

Further dates are being identified and both college management and the EIS representative will be advised of the dates in early course.

The Staff Side confirmed that dates for further subcommittees would be arranged as soon as possible but that it must be acknowledged that the preparation and attendance at the subcommittees was such that further facility time would be required for Staff Side representatives. This was acknowledged and agreed.

The Management Side, in following up correspondence between the Joint Secretaries, sought assurance from the Staff Side that it would accept decisions of the referrals Subcommittees.

The Staff Side advised that it was going through due process, it acknowledged agreements made in good faith and that it would respond in writing shortly. The Staff Side wished to ensure that any such written response did not impede an individual's statutory rights.

The Management Side sought assurance that the EIS would not support any such individual claim. The Staff Side responded that the representatives present regarded the decision of the Subcommittee as the final part of the process but re-iterated that the concluded position would be given in a written response.

15/18 Outstanding Matters for Negotiation

The Chair confirmed that this was the third dispute meeting. It was agreed to deal with the SFC output before discussing the outstanding Pay Claim.

The Management Side explained the financial analysis provided and how the options had been costed and validated by the SFC. It stated that within the money available there was no additional funding to the sector for pay awards which would require to be funded through efficiencies. The SFC has confirmed that the current pay offer made by management was affordable.

The Staff Side asked for clarification around a number of figures which was provided. The Management Side confirmed that the figures provided included pay for staff up to and including level 3 promoted staff. In particular it was clarified that the £48.4m referred to was the total cost of the revised pay offer plus the cost of migration.

The Staff Side requested electronic copy of the spreadsheet. It was agreed this would be provided.

The Staff Side confirmed that it rejected the offer based on its structure, it was non-consolidated and would be applied inconsistently. The Staff Side advised that if the SFC state that the offer is affordable and sustainable on an unconsolidated basis, it should be affordable on a consolidated basis.

The Staff Side talked through its submitted three year pay claim. The Staff Side could not accept a pay freeze until 2020 and it did not consider the offers made by the Management Side to be pay offers as they did not result in an increase in salary levels. The Staff Side advised that cost of living pay rise is separate to harmonisation payments. It stated that staff had lost pay for many years and that the harmonisation process was designed to address this. It has always been understood throughout the negotiations that harmonisation and cost of living pay increases were distinct issues. The Staff Side stated that in submitting a three year pay claim, it too was taking a risk as it is unknown what RPI will be over this period. It referred to its pay claim and renewed its request for a pay settlement which is consolidated, consistent and higher than that offered.

The Management Side advised that it would submit the pay claim to SFC for comment on affordability and the Staff Side confirmed that it had already sent the claim to SFC.

The Staff Side stated that SFC validation should not hold up negotiation and that it expected negotiations on its pay claim to take place at that meeting.

The Management Side advised that the SFC had a role in giving a view of affordability which should not delay negotiations.

The Staff Side view was that SFC should only be involved if there was an impasse in negotiations or lack of clarity on data or funding. It was highlighted that whilst the SFC had commented on affordability, the issue of affordability is a matter for negotiation as choices can always be made. The Staff Side indicated that the Management Side was empowered to negotiate and there should be no further delay in this regard.

The Management Side advised that any offer has to be affordable and sustainable and that consolidation brings additional costs to the sector. The Management Side advised that additional costs and improved terms and conditions without appropriate funding could lead to additional pressures in the sector and a potential for compulsory redundancies. The Management Side stated that if there was no compromise from the Staff Side regarding consolidation, it became very difficult for the Management Side to respond with an affordable offer.

The Staff Side felt that it was being presented with threats of compulsory redundancy which was not helpful. It referred to the time taken to achieve equal pay for lecturers in the sector and highlighted that an unconsolidated offer would detract from this and in real terms not amount to a pay rise. The Staff Side felt it was entitled to a fair and reasonable consolidated pay rise.

The Management Side confirmed that it was not making threats, but that it had to point out the potential consequences of the impact of the Staff Side's pay claim and the impact on the learner.

The Staff Side responded that providing appropriate financial rewards can have a positive impact on staff. Rather than having a staff group which feels undervalued and threatened, by paying a fair wage, staff will feel valued and motivated. A fairly rewarded staff group would be better for the learner and the Staff Side requested that a consolidated offer be made and asked if the Management Side was prepared to make a consolidated offer.

The Management Side advised that in order for negotiation to work, that there needed to be parameters around what would be acceptable to both sides. The Management Side felt that the Staff Side had made no movement towards an acceptable position and asked if the Staff Side would accept any offer which was unconsolidated.

The Staff Side outlined that it had tabled the pay claim in December 2016 and had only recently received an offer from the Management Side. It was not therefore accurate to state that it had made no movement. It highlighted that it had reflected on what had been said at previous meetings and had presented a one, two or three year offer. It asked the Management Side on what basis it would move forward.

The Management Side indicated that it would prefer a three year pay deal and asked the Staff Side if it would consider a hybrid offer which might be part consolidated and part non-consolidated.

The Staff Side expressed concerns over equal pay issues and undoing the harmonisation work. The Management Side did not accept that there were any equal pay issues in its pay offer.

It was agreed to adjourn to consider the respective positions.

Adjournment

The Management Side confirmed its willingness to negotiate and find an acceptable resolution. It advised that it would look at the pros and cons of modelling a three year hybrid model, taking into account affordability and sustainability and the need to discuss at the Employers' Association on Monday 12 March 2018. The Management Side indicated that it would look at a range of models and would include in this process the Staff Side proposal of moving the unpromoted lecturers' salary up to £46, 000 over the three year period. It would then share the models with the Staff Side in advance of the next meeting.

The Staff Side requested an adjournment.

Adjournment

The Staff Side advised that it was happy to proceed on the basis that a hybrid model would be considered on the basis that the modelling and funding would be with them prior to the next NJNC meeting.

16/18 Conservation

The Staff Side spoke to Paper 6 on issues relating to posts which had not been covered by the Promoted Post Job Matching exercise or included in the migration process.

The Management Side responded that the key issue may be related to the current contractual position and the status of the posts concerned, i.e were they promoted lecturers or not. It was agreed that the Management Side would respond in writing through the Joint Secretaries.

17/18 Professionalism

The Staff Side spoke to Paper 7 in respect of its request to establish a small working group to progress professionalism and registration of the lecturing workforce.

The Management Side advised that in its view Professionalism should not be a matter for negotiation as such. Requirements for professional registration will be agreed and in place from 1 April 2019. In addition, there is already a group established, led by CDN, looking at Professional Standards which is making good progress. As agreements and arrangements are already in place the Management Side rejected the request for a further working group.

The Staff Side did not accept this and advised that CDN are looking solely at professional standards and not registration. In its view there was a need for a separate group and there was an existing agreement that both sides would enter into discussions about professional registration by 2019. The Staff Side wished to progress this.

The Management Side advised that there should be a watching brief on the developments surrounding an Education Works Council. The Staff Side did not accept this as helping to progress discussions on registration.

The Staff Side referred to the NJNC STL Minute of 14 December and to the agreement that a meeting would take place early in 2018 to progress discussions on professional registration. It was highlighted that this is something which must be in place by April 2019; the sector needs a clear pathway on this and the Staff Side want to discuss this. It did not accept that this was not a matter for negotiation.

The Management Side confirmed that Colleges Scotland would speak with GTCS on progressing registration and that it was committed to professionalism of the workforce.

The Staff Side stated that the CDN group was looking only at professional standards and not registration and restated its request for a separate working group on registration.

The Management Side asked the Staff Side to clarify what it wanted to negotiate on and to submit a paper. The Management Side referred to future discussions potentially covering all staff groups.

The Staff Side stated that its position was only in relation to professionalism for lecturers and that this was a role specific issue which should be dealt with at the Side Table for Lecturers. It stated that the professional standards set out the framework of professionalism but that the issue of how professional registration will be rolled out across the sector still required to be discussed. It agreed that it would submit a more detailed paper for lecturing staff. The Staff Side felt that it had been misled. It referred to the fact that the Management Side had put this item on the agenda for the December meeting and an agreement had been reached at that time to establish a working group.

The Management Side indicated that it would welcome sight of a paper from the Staff Side on this issue and the matter can be revisited at that time.

18/18 UHI

The Staff Side spoke to Paper 8 requesting assurances regarding National Bargaining in respect of the potential merge/integration of certain UHI colleges.

The Management Side responded that this was not a matter for the NJNC to consider and that any Staff Side concerns should be raised with the colleges concerned, the UHI executive or Scottish Government as appropriate. The Management Side confirmed that it would not be doing anything to stop colleges remaining or joining the NRPA but that depending on constitutional arrangements, the NRPA may require to be reviewed. It expressed a hope that the colleges would stay within the scope of the NRPA.

The Staff Side sought a reassurance that there would be no barriers from the Employers' Association to the institutions involved joining the NRPA. The Management Side indicated that it would be a decision for the Employers' Association at the time but that the recommendation would be that they should be within the collective bargaining arrangements of the NRPA.

Date of Next Meeting

The date of the next scheduled meeting was confirmed as Thursday 22 March 2018. The Staff Side requested an earlier start time. It was acknowledged that these meetings normally have an am start.