

**Approved Minute of the meeting of the National Joint Negotiating Committee (NJNC) – Side Table (Lecturers) held on Thursday 19 April 2018 at 1400 at City of Glasgow College, City Campus, Glasgow.**

<b>In Attendance</b>	
John Kelly	Staff Side (Chair)
Pam Currie	“ “
Charlie Montgomery	“ “
Jim O’Donovan	“ “
David Alexander	Management Side
Andrew Lawson	“ “
Alex Linkston	“ “
Paul Little	“ “
John Gribben	Management Side Secretary
Anne Keenan	Staff Side Secretary
Heather Stevenson	Depute Management Side Secretary

**28/18 Welcome and Apologies**

The Staff Side Chair welcomed all to the meeting. Apologies were received from Stuart Thompson.

**29/18 Minutes of Previous Meetings**

The minute of the NJNC meeting of Thursday 22 February 2018 as amended, was agreed.

The minute of the NJNC meeting of Thursday 22 March 2018 had not been agreed by the Joint Secretaries prior to the meeting. The area of contention was in relation to the fifth paragraph under section 23/18 £100.

The Staff Side was of the view that the Employers had accepted the Tribunal judgement and that it was on that basis that the Employers had agreed to pay the £100.

The Management Side advised that it was the City of Glasgow College which had accepted the judgement, the sector had not accepted the judgement nor the decision and that the £100 was being paid as a gesture of goodwill. On that premise, V3 of the Circular had been presented as a factual position.

The Staff Side did not accept that this was the case. The Staff Side recalled that the Management Side Chair had stated that the Employers’ Association had ‘accepted’ the judgment in the context of the discussion on the £100 at the previous meeting.

The Management Side advised that the word ‘accepted’ had not been used and that it was quite clear that the judgement was only in respect of City of Glasgow College. The Employers Association had never considered the details of the Tribunal decision. The Employers, in taking into account the risk of any further tribunals or challenges, and the fact that the tribunal was only in respect of City of Glasgow College, took a decision to pay the £100 and move on.

Further discussion took place about what had been said and noted at the previous meeting. The Staff Side remained of the view that the Management Side had stated that the Employers had accepted the judgement and that the wording reflected the notes taken at the previous meeting. The Management Side remained of the view that this was not said, nor what was in its notes and that it was clear that the judgement only referred to City of Glasgow College.

The Management Side read out an extract from the Employers' Association meeting held on Monday 12 March 2018. The payment was being made in order to resolve all relevant outstanding disputes. It was not making the payment because of an 'acceptance' of the tribunal judgement. There was no dispute that the Employers had agreed to make a £100 payment; it was the reason they had come to that decision which was being clarified.

The Staff Side repeated that it wished to have the money paid as soon as possible and asked again if the Employers accepted the Tribunal decision.

The Management Side responded that it had been agreed that a payment would be made and that it would be made to all staff, not just those covered by the Tribunal. The sector had not accepted the Tribunal judgement. It had considered the outcome but had taken all relevant factors into account when making its decision on the payment of £100.

Further discussion took place on the wording of the minute and all were agreed that a minute needs to be accurate. The Management Side commented that it cannot always be a verbatim minute and needs to be taken in context. It was agreed that the Joint Secretaries would confirm the content of the Circular as soon as possible and V4 of the minute of the previous meeting would be changed to include "*in order to avoid any further dispute*". This would still be subject to both sides agreeing the final version at the next meeting.

### **30/18 Matters Arising and Any Other Exceptional Items**

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

### **31/18 Outstanding Matters for Negotiation**

The Staff Side advised that it rejected the revised Pay Offer submitted from the Management Side. It was rejected on the basis that the amount was not enough as it amounted to only a 2.5% increase over three years and that it would be inconsistently applied in the sector in years one and two.

The Staff Side asked the Management Side to note that the Staff Side had changed its position significantly in accepting the potential for unconsolidated offers in years one and two and commented on the practical difficulties in trying to introduce consolidated payments in those years. The Staff Side was disappointed that its points had not been taken on board and disappointed with the response from Management, noting that NESCol, for example, would only get a £1 pay increase from the three year deal. The Staff Side asked the Management Side to reconsider its offer and remove any reference to the harmonisation exercise. It stated that throughout all negotiations at the NJNC, the Staff Side has always understood that it had been accepted that harmonisation and cost of living pay rises were separate. Now the Management Side was conflating the two. The Staff Side highlighted the real terms pay cut which this offer presented, with staff in the majority of colleges in the sector receiving nothing or minimal payments in the first year. The offer needed to be consistent and it needed to be increased. The Staff Side felt its Pay Claim was valid and that it was keen to negotiate.

The Management Side asked if the Staff Side had considered the statement on validation and affordability received from the Scottish Funding Council (SFC).

The Staff Side advised that it had written separately to SFC requesting a meeting to discuss the SFC's role in determining affordability. It stated that this had not been agreed by the EIS and that issues of affordability lay in the domain of the NJNC as part of the negotiation process. If it were to

be part of SFC's role, then SFC should be in the negotiating room. The Staff Side's view was that it was not the role of SFC to make subjective decisions on affordability. Choices can always be made and how money is spent is part of the negotiation process.

The Management Side responded that SFC can comment on the money that is available to the sector in its totality and that it is clear that the offer already exceeds the money the sector has been given for cost pressures. It should also be noted that colleges are still required to identify 3% efficiency savings which have to be factored in to any additional costs. The Management Side confirmed that it did not know what its funding would be in year three, but within the overall context of factors under consideration, it felt its offer was affordable and sustainable.

The Staff Side highlighted that the shift to unconsolidated payments was significant and that negotiating a three year deal represented a risk for its members who faced the same economic issues as the sector.

The Staff Side stated that it had no issue in terms of the SFC confirming what the college budgets are and it welcomed the involvement of the SFC in validating data. It was concerned about the subjective commentary from SFC which had the potential to influence negotiations and stated that this was not the role of SFC. Reference was made to the choices which college management can make in spending the budget allocated and that ultimately it is college management that make those decisions. The Staff Side was of the view that it was not being unreasonable in its claim. The current offer from the Management Side was less than 1% per year which amounted to a pay cut. It repeated that it wished to negotiate a better offer which was not linked to harmonisation. If there was movement on this and the amount of the offer then progress might be made.

The Management Side referred the Staff Side to the letter received from SFC on 24<sup>th</sup> January 2018 and the letter received from the Minister on 14<sup>th</sup> February 2018. Both letters referred to the role of SFC. The Management Side advised that it welcomed the movement from the Staff Side but that it rejected the last claim from the Staff Side. The Management Side asked if the Staff Side was willing to move from the £6k contained in the last claim.

The Staff Side responded that it is not in disagreement with SFC's role in validation but had always stated that it did not have a role to comment on affordability. The Staff Side advised that it was up to the Management Side to put in any revised offer and as a guide, 2.5% was not enough and that the Management Side should be considering a flat rate amount in addition to removing the link to harmonisation. The Staff Side hoped to reach a negotiated position somewhere in between the two current positions.

The Management Side advised that Pay Offers needed to take a number of factors into account, including the outcome of the harmonisation and migration which had placed a great strain on the sector. It advised that the same pot of money had to cover competing priorities and that in taking all of those into account it felt the current offer was affordable and sustainable,

It was agreed to adjourn to consider the respective positions

## **Adjournment**

The Management Side advised that having taken all factors into account, it could not move from the current offer which would therefore become a final offer which the Management Side asked the Staff Side to take to its members.

The Staff Side expressed its disappointment and advised that whether or not it took the offer to its members would be for the Staff Side to decide. The Staff Side asked if the offer was made on behalf of the Management Side or the Employers.

The Management Side advised that the offer was in accordance with the parameters given by the Employers.

It was agreed to adjourn to consider the position

## **Adjournment**

The Staff Side expressed disappointment. The Staff Side came to the meeting in good faith prepared to negotiate and the Management Side was not prepared to negotiate. The Staff Side's members had been waiting for over a year for this offer. The Pay Offer was rejected and would be taken to the Executive for advice on next steps.

The Management Side responded that it had made a number of amended offers but the gap between the two positions was too wide to consider further negotiation. The cost of harmonisation had been such that additional pressures had been placed on colleges and any further increase would only add to those pressures.

The Staff Side advised that it had made it clear it expected negotiation to take place and that both sides would meet somewhere in the middle. It advised that its members would be very angry and it would revert once the position had been discussed at the Executive.

The Management Side advised that it would be issuing a press release and writing to its members.

The Staff Side advised that it would be presenting the offer to the Executive along with a report on the negotiations. The Staff Side also asked if the press release was in keeping with the agreed protocol.

The Management Side advised that it was happy to agree a joint statement but it wanted to ensure that information was not released into the public domain by the Staff Side which pre-empted the position.

The Staff Side advised that it would consider a joint press release recording a failure to agree.

The Management Side advised that it wished to make clear that it rejected the Staff Side claim. The Management Side had used the term 'offer' in this regard and in terms of clarity of language, the Staff Side confirmed that it did not submit Pay Offers; it submitted Pay Claims. The Staff Side reminded the Management Side that it was the Management Side which had raised the issue of a press release first. The Staff Side confirmed that a joint communication would be preferable and that it would not put anything in the public domain until the press release was agreed. The Staff Side restated that it was willing to move in terms of negotiation and that the Management Side rejected any further negotiation.

The Management Side advised that all parties were disappointed at the current position. The Management Side advised that although the Pay Claim had been outstanding for over a year, it should be acknowledged that the timeframe has to be taken in context, specifically that the harmonisation and migration exercise was being concluded during the first half of 2017. SFC validation is not in dispute. It was felt that the envelope of money was all that was affordable. There was no money available to meet in the middle.

The Management Side advised that it wanted to work with the Staff Side but that discussions had to be productive. The gap between the two positions was too wide.

The Staff Side clarified that the Pay Claim represented an increase of £6k not £9k as the first two years were unconsolidated.

The Management Side advised that it was happy to agree a joint statement and that nothing else would go into the public domain at this time. The Staff Side indicated that a joint statement would be agreed by both parties before leaving the meeting and stated that it would be consulting with over 5,000 members around the country. This would be done in the usual format of a newsletter.

The Management Side asked if there was any further claim from the Staff Side which may be considered more affordable.

The Staff Side asked if this statement meant that the Management Side was willing to re-open negotiations. The Staff Side confirmed its understanding that if the Management Side removed the link to harmonisation, further discussions could take place and that it thought that the Management Side would come back with a further flat rate offer. However, it was noted that the Management Side had come back with the same offer as a full and final offer.

The Management Side confirmed that it could not separate harmonisation from the Pay Offer and although an amended offer may have been expected by the Staff Side, this was not possible. The offer was considered difficult but affordable for colleges. Anything further would cause more significant financial problems.

It was agreed there was a failure to agree and that both sides would communicate with their respective members and that a joint statement would be agreed and issued.

### **32/18 Conserved Posts**

The Staff Side presented a revised document for consideration. It was agreed that this would be emailed to the Management Side Secretary and that further information would be sought from the sector on the number of staff affected by this issue and would then be the subject of discussion at a future meeting.

### **33/18 Terms and Conditions Working Group**

It was noted that suggested dates for the next meeting of this group had been issued to the Staff Side who would respond following this meeting.

### **34/18 Promoted Post Matching Referral Process Update**

The meeting was advised that one referral had been concluded at the Referral Subcommittee meeting held on Wednesday 18 April 2018 and that further consideration was being given to the second.

There are eight outstanding referrals and dates have been identified for further subcommittee meetings. It was hoped that all referrals would be concluded by end June 2018.

### **Date of Next Meeting**

The date of the next scheduled meeting was confirmed as Thursday 31 May 2018.