

APPENDIX 2: DRAFT RECOGNITION AND PROCEDURAL AGREEMENT

**BETWEEN -----UNIVERSITY/COLLEGE
AND
THE EDUCATIONAL INSTITUTE OF SCOTLAND:
UNIVERSITY LECTURERS ASSOCIATION**

1. Interpretation

In this agreement, unless the context requires otherwise, the following expressions have the meanings assigned to them:

“University/College” means the Court of _____.

“Institute” means the local branch of the EIS - University Lecturers Association (EIS-ULA) _____, acting through its elected office-bearers.

“Academic staff” means those members of staff employed full-time or part-time by _____ on lecturer, senior lecturer, professor, and head of department contracts, and on contract research, academic-related research and librarian contracts as determined under the procedures set out in this agreement.

“Committee” means the joint negotiating and consultative committee established by this agreement.

“Consultation” means the exchange of relevant information and the joint consideration of issues and proposals with a view to reaching agreement where possible.

“Negotiation” means the formal process of establishing agreed terms between _____ and the Institute where required by this agreement.

2. Purpose

2.1 The spirit and intention of this agreement is to promote harmonious relations between _____ in its role as employer and the EIS-ULA branch. _____ and the Institute acknowledge a common interest in advancing the educational and research aims of _____ and in establishing terms and conditions of employment for staff to further these aims.

2.2 The purpose of this agreement is to establish procedures whereby _____ and the Institute can negotiate and consult as appropriate on matters relating to the terms and conditions of employment and the professional activities of the academic staff in the University as set out in the following paragraphs. For this purpose _____ hereby recognises the Institute as the sole body representing the academic staff in the University for collective bargaining.

3. Scope

The University agrees to negotiate with the Institute the contractual terms and conditions of employment and the salary values and structures applying to members of the academic staff, in so far as these are not the subject of national bargaining procedures, and to consult with the Institute on other matters relating to the duties and

responsibilities and the organisation of the professional activities of members of the academic staff and to the legislative responsibilities of _____ as the employer.

4. Procedures

- 4.1 A Joint Negotiating and Consultative Committee shall be established, consisting of three members appointed by the University and three members appointed by the Institute. This Committee shall receive such regular information from _____ and the Institute as is necessary for its purposes.
- 4.2 Meetings of the Committee shall normally be convened by a member appointed by the University.
- 4.3 Meetings of this Committee shall be held as and when requested by either _____, with the proviso that there shall be at least one such meeting in each academic term/semester. Arrangements for the meetings shall be agreed between the Convener of the Committee and the President of the EIS-ULA branch or their representatives. Meetings shall normally be arranged within three weeks of a request being made.
- 4.4 Subject to mutual agreement, the representatives of _____ and of the Institute may be accompanied by advisers who may be invited to address the Committee but shall not have a vote.
- 4.5 Decisions of the Committee shall require the assent of both _____ and the Institute. Such decisions shall be set out in a jointly approved text.
- 4.6 Questions concerning the interpretation of any decision of the Committee shall be considered by the Convener of the Committee and the President of the branch in the first instance and referred to the Committee for resolution if necessary. In the event of a continuing divergence of view, the matter shall be recorded as a failure to agree, and it may be pursued as a formal dispute under paragraph 6 below.

5. Status

- 5.1 _____ and the Institute acknowledge the importance of establishing and maintaining confidence in the negotiating and consultation arrangements voluntarily established under this agreement and confirm their intention to negotiate in good faith. Nevertheless it is acknowledged that the terms of this agreement are not legally enforceable.
- 5.2 This agreement does not detract from the right of communication between _____ and its staff and between the Institute and its members.

6. Disputes

- 6.1 In the event of a dispute arising concerning the collective terms of employment, salaries or contractual obligations of the academic staff, or any other agreements reached under these procedures, the Institute agrees to seek a resolution through negotiation or consultation as appropriate within the Committee in the first instance, and further agrees to refrain from collective action until agreed procedures for conciliation have been exhausted; and _____ agrees to maintain the *status quo ante* while the matter under dispute is subject to such procedures.
- 6.2 Such disputes are to be distinguished from any grievance which a member of academic staff as an individual, or as one of a group of similarly placed individuals, may hold concerning the conduct of _____ as the employer, and from any dissatisfaction which _____ may have with the contractual performance of a member of academic staff. These matters shall be pursued in accordance with the formal grievance or disciplinary regulations, as appropriate, promulgated by _____ after consultation within the Committee.

7. Trade Union Facilities

The University shall make available to representatives of the Institute reasonable facilities for the conduct of their trade union duties and activities, including the provision of paid time-off, accommodation, and communication facilities. Such provision will be subject to consultation within the Committee.

8. Variation

No variation to the terms of this agreement may be made except with the consent of both parties.

9. Implementation

This agreement will take effect as soon as it is signed on behalf of _____ and the Institute, and shall remain in force until both parties agree to depart from it or until either party withdraws following the lapse of a six month period of notice given in writing.

Signed on behalf of _____ University.

..... Date.....

Signed on behalf of _____ University Branch of the Educational Institute of Scotland: University Lecturers' Association.

..... Date.....

APPENDIX 3: ORIGINAL RPA BETWEEN CONFERENCE INSTITUTIONS AND TRADE UNIONS

RECOGNITION AND PROCEDURE AGREEMENT

among

THE GOVERNING BODIES OF THE SCOTTISH
GRANT-AIDED COLLEGES (as set out in the
Schedule)

and

THE EDUCATIONAL INSTITUTE OF SCOTLAND
MANUFACTURING, SCIENCE, FINANCE

THE SCOTTISH FURTHER AND HIGHER
EDUCATION ASSOCIATION

1. Interpretation - In this Agreement, unless the context requires otherwise, the following expressions have the meanings assigned to them:

| | |
|---------------------|--|
| "institutions" | means those Scottish central institutions and colleges of education receiving grant-in-aid from the Scottish Office Education Department who are parties to this Agreement and are designed in the Schedule; |
| "governing bodies" | means the governing bodies of institutions as defined in the Central Institutions (Scotland) Regulations 1988 and the Colleges of Education (Scotland) Regulations 1987; |
| "unions" | means the Educational Institute of Scotland; Manufacturing, Science, Finance and the Scottish Further and Higher Education Association; |
| "negotiating group" | means a negotiating group established by the |

governing bodies of the institutions or by the unions;

"secretary"

means the secretary of a negotiating group;

"agreement"

means any agreement negotiated by the negotiating groups pursuant to this Agreement.

2. Under the Self-Governing Schools etc. (Scotland) Act 1989 the Scottish Joint Negotiating Committee established under Section 94 of the 1980 Education (Scotland) Act to consider pay and conditions of teaching staff was abolished. Section 67 of the Self-Governing Schools etc. (Scotland) Act 1989 makes provision for the maintenance and alteration of orders, settlements or determinations which were in force when Section 67 of the Self-Governing Schools etc. (Scotland) Act 1989 came into operation.
3. Orders, settlements or determinations relating to the grades of staff covered by this Recognition and Procedure Agreement which were in force when Section 67 of the Self-Governing Schools etc. (Scotland) Act 1989 came into operation will be adopted as the base for negotiation under the procedure established by this Recognition and Procedure Agreement.
4. The purpose of this Recognition and Procedure Agreement is to establish a negotiating procedure between the governing bodies of the institutions and the unions whereby pay and main conditions of service can be determined for academic staff in posts up to but not including that of Assistant Principal
5. The governing bodies of the institutions recognise the unions who are signatories to this Recognition and Procedure Agreement as the sole bargaining agents for the matters covered by this Recognition and Procedure Agreement.
6. The governing bodies of the institutions will negotiate through a management-side negotiating group appointed by them collectively and the unions will negotiate through a staff-side negotiating group appointed by them collectively. The governing bodies of the institutions and the unions will each appoint a secretary for their negotiating group.
7. Agreements reached between the negotiating groups will be binding on the institutions and the unions, and the signatories of each of the parties hereto hereby confirm that they have authority to bind the

party on whose behalf they sign in terms of this Recognition and Procedure Agreement.

8. Agreements reached between the two negotiating groups will be set out in a text jointly approved by the two groups, which text will be subscribed by the two secretaries and communicated to the governing bodies of the institutions by the secretary of the management-side group and to the unions by the secretary of the staff-side group.
9. Meetings between the two negotiating groups shall be held as and when requested by either group with the proviso that there shall be at least one such meeting in each calendar year. Meetings shall normally be arranged within three weeks of a request being made.
10. The negotiating groups may jointly issue advice on the interpretation of agreements on request by any signatory party to this Recognition and Procedure Agreement. However, the negotiating groups shall not have power to resolve disputes between individuals or groups of individuals and their employers.
11. The secretary of the management-side negotiating group will be available to advise the governing bodies of the institutions and the secretary of the staff-side negotiating group to advise the unions on matters relating to agreements or existing orders, settlements or determinations. In formulating such advice the secretaries may consult each other whenever they think it appropriate.
12. This Recognition and Procedure Agreement shall not detract from the right of communication between management and academic staff in each institution and between the unions and their members.
13. This Recognition and Procedure Agreement will take effect as soon as it has been signed on behalf of the governing body of each institution and on behalf of each union.
14. No variations to this Recognition and Procedure Agreement may be made except with the consent of all the signatory parties to this Agreement.
15. Any signatory party may withdraw from this Recognition and Procedure Agreement provided that it shall give six months' notice of its intention to do so in writing to all the signatory institutions and unions.
16. The signatory parties to this Recognition and Procedure Agreement acknowledge the importance of establishing and maintaining confidence in negotiating arrangements voluntarily established under this

Agreement, and recognise the need to negotiate in good faith: IN WITNESS WHEREOF these presents typewritten on this and the three preceding pages together with the Schedule annexed are signed by authorised representatives of the parties hereto as follows:-

Signed for and on behalf of Craigie College of Education at Edinburgh
on 20 March, 1991

Gordon M Wilson
Principal

Position: Principal
Signed for and on behalf of Dundee Institute of Technology at Dundee
on 14 March, 1991

R. Smith

Position: Secretary
Signed for and on behalf of Glasgow Polytechnic at Glasgow
on 8th March, 1991

G. J. Mason

Position: Principal
Signed for and on behalf of Jordanhill College of Education at Edinburgh
on 20 March, 1991

M. A. Adams

Position: Principal
Signed for and on behalf of Northern College of Education at Edinburgh
on 7 March, 1991

D. A. Adams

Position: Principal
Signed for and on behalf of The Queen's College, Glasgow at Edinburgh
on 15 February, 1991

J. H. Phillip

Position: Principal
Signed for and on behalf of The Robert Gordon Institute of Technology at Edinburgh
on 20 March, 1991

M. Kennedy

Position: Principal
Signed for and on behalf of Scottish College of Textiles at Edinburgh
on 15 February, 1991

C. S. R. Maddox

Position: Principal
Signed for and on behalf of The Educational Institute of Scotland at Edinburgh
on 19 March, 1991

Jack Duncanson

Position: Further & Higher Education Secretary
Signed for and on behalf of The Scottish Further and Higher Education Association at Edinburgh
on 19 March, 1991

Graham Thomson

Position: General Secretary

Signed for and on behalf of Duncan of Jordanstone College of Art at Edinburgh
on 15 February, 1991

K. M. W. Smith

Position: Principal
Signed for and on behalf of Edinburgh College of Art at Edinburgh
on 13 March, 1991

A. T. T. Rowan

Position: Principal
Signed for and on behalf of The Glasgow School of Art at Edinburgh
on 15 February, 1991

J. M. M. M. M. M.

Position: Director
Signed for and on behalf of Moray House College of Education at Edinburgh
on 15 February, 1991

C. A. M. K. L. C.

Position: Principal
Signed for and on behalf of Queen Margaret College, Edinburgh at Edinburgh
on 15 February, 1991

D. M. F. L. H. L.

Position: Principal
Signed for and on behalf of Paisley College at Edinburgh
on 15 February, 1991

R. W. S. L. S.

Position: Principal
Signed for and on behalf of The Royal Scottish Academy of Music and Drama at Edinburgh
on 20 March, 1991

V. K. F. L. S. L.

Position: Principal
Signed for and on behalf of St. Andrews College of Education at Edinburgh
on 15 February, 1991

B. J. M. L. L. L.

Position: Principal
Signed for and on behalf of Manufacturing, Science, Finance at Edinburgh
on 17 March, 1991

A. M. L. L. L.

Position: Regional Officer
Signed for and on behalf of Napier Polytechnic of Edinburgh at Edinburgh
on 15 March, 1991

J. M. L. L. L.

Position: Secretary

SCHEDULE

Craigie College of Education
 Duncan of Jordanstone College of Art
 Dundee Institute of Technology
 Edinburgh College of Art
 Glasgow Polytechnic
 The Glasgow School of Art
 Jordanhill College of Education
 Moray House College of Education (incorporating The Scottish Centre for Physical Education, Movement and Leisure Studies)
 Napier Polytechnic of Edinburgh
 Northern College of Education
 Queen Margaret College, Edinburgh
 The Queen's College, Glasgow
 Paisley College
 The Robert Gordon Institute of Technology
 The Royal Scottish Academy of Music and Drama
 Scottish College of Textiles
 St. Andrew's College of Education

..... Gordon M Wilson
 John M
 ~~Paul~~
 Alistair Rowan
 A. McHatchel
 Jack Dale
 ~~Paul~~
 Ewan Kirk
 V. R. G. S.
 J. J. H.

..... J. Kennedy
 J. M. H.
 Dr. Adams
 J. M. H.
 J. M. H.
 J. M. H.
 J. M. H.
 J. M. H.
 J. M. H.
 J. M. H.