

## Implementation Agreement for the National Contract for all FE Staff in Wales

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### 1. Parties

This agreement is made between:

(1) Colegau Cymru of Unit 7, Cae Gwyrdd, Greenmeadow Springs Business Park, Tongwynlais, Cardiff, CF15 7AB.

(2) Joint Trade Unions of Unit 33, The Enterprise Centre, Tondu, Bridgend, CF32 9BS

### 2. Background

2.1 Colegau Cymru is a national organisation representing all Further Education (FE) colleges and 2 FE institutions in Wales. The Colleges<sup>1</sup> covered by this agreement are

- Bridgend College
- Cardiff and Vale College
- Coleg Cambria
- Coleg Ceredigion
- Grŵp Llandrillo/Menai
- Coleg Gwent
- Coleg y Cymoedd
- Coleg Sir Gâr, Trinity St David
- Gower College Swansea
- Merthyr Tydfil College, University of Glamorgan
- NPTC Group
- Pembrokeshire College
- St David's Catholic College
- YMCA Community College<sup>2</sup>

2.2 Joint Trade Unions is a joint forum of independent trade unions recognised by Colegau Cymru in a National Recognition Agreement. The recognised trade unions are:

- The Association of Managers in Education (AMiE)
- The Association of Teachers and Lecturers (ATL)
- The General Municipal Boilermakers (GMB)
- UNISON
- Undeb Cenedlaethol Athrawon Cymru (UCAC)
- University and College Union (UCU)
- NASUWT
- UNITE

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<sup>1</sup> In this document the word 'college' covers the FE colleges and FE institutions listed in para 2.1

<sup>2</sup> WEA South and Coleg Harlech/WEA North (which are due to merge on 1 January 2014) are excluded but may wish to implement the common contract at a later date.

- 2.3 This agreement is intended to provide a framework to College Governing Bodies, College Principals and lay officers of local trade unions to ensure the National Contract (the national contract of employment) is implemented consistently within FE Colleges incorporated under the Further and Higher Education Act 1992, as amended from time to time, in Wales when engaging and /or regularising the employment of all employees be they full time, fractional or part time hourly paid.

### **3. Principles and Rationale**

- 3.1 The terms of this agreement have been developed taking account of the following factors:-

3.1.1 the need to achieve full implementation of the National Contract for all employees throughout all FE Colleges in Wales within a reasonable timescale;

3.1.2 the need to ensure that those Colleges facing additional costs in respect of implementing the National Contract have a reasonable timescale for business planning to mitigate the financial impact and safeguard the organisation;

3.1.3 the need to offer protection arrangements to employees whose current terms and conditions are more favourable than the National Contract and,

3.1.4 the need to provide flexibility to Colleges to implement the National Contract at a date that is most appropriate to their business needs and conducive to positive employee relations.

### **4. The National Contract**

- 4.1 The 'National Contract' shall mean the contract of employment under which all full time, fractional or part time hourly paid employees shall be engaged.
- 4.2 A copy of the National Contract as agreed at the date of this Agreement is attached at Appendix [ ].

### **5. Terms of the National Contract**

- 5.1 Any and all amendments to the National Contract will be agreed between the Parties to this Agreement, through the structures laid down in the National Recognition and Procedure Agreement between ColegauCymru and recognised Trade unions, the Wales Negotiations Committee (FE) [WNCFE].
- 5.2 The mechanism by which amendments will be agreed (as stated in clause 5.1 above) is set out in the aforementioned National Recognition Agreement.

### **6. Collective Agreements**

- 6.1 Appendix [1] of the National Contract refers to 'collective agreements' and lists the collective agreements which will form a part of the National Contract.
- 6.2 Any future collective agreements will be considered by the WNCFE if they meet any of the following criteria:-

- 6.2.1 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;
- 6.2.2 Where procedures allow the employee to be accompanied and represented by a trade union;
- 6.2.3 Where the parties agree to have a collective agreement in place.
- 6.3 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).
- 6.4 Pending completion of the negotiation referred to in clause 6.3 the terms of any existing local collective agreements will continue to apply.
- 6.5 A College reserves the discretion to add further clauses in agreement with their local trade unions, to its Workload Allocation Scheme. A College however, cannot amend any of the clauses agreed and/or add a clause which alters the meaning and/or effect of the agreed workload clauses.
- 6.6 Any future collective agreements agreed in line with Clause 6 of this agreement will apply to all employees.
- 6.7 Where college merger has occurred, the decision about which legacy policy and/or procedure will apply pending a National Collective Agreement will be a matter for the merging /merged Colleges in consultation with their Joint Trades Unions at a local level.

## **7. Adoption of the National Contract**

- 7.1 As from the 1<sup>st</sup> January 2014 all new employees who apply for and are successful in obtaining new posts within a College, may be issued with the National Contract.
- 7.2 With effect from the 1<sup>st</sup> January 2014 all Colleges will be able to implement the National Contract for all employees.
- 7.3 With effect from the 1<sup>st</sup> January 2014 an individual College will be able to implement the National Contract for specific employee groups on different dates. The specific employee groups are: - Management, Lecturers and Business Support staff.
- 7.4 A College may choose on which date to implement the National Contract, subject to the National Contract being implemented for all staff by 1<sup>st</sup> September 2016.
- 7.5 With effect from the 1<sup>st</sup> January 2014, any employee requesting a variation to their current working arrangements may transfer to the National Contract from the date of the variation.
- 7.6 The Colleges will provide reasonable notification to their respective staff of the intended implementation date, allowing individual employees to indicate whether they wish to exercise their right to maintain their current employment contract in line with clause 8.1 below.

**8. Protection Arrangements**

- 8.1 An individual employee can elect to remain on their current contract of employment up to and including 31<sup>st</sup> August 2016.
- 8.2 In transferring onto the National Contract an employee acknowledges all terms and conditions therein.

**9. Clarification**

- 9.1 Any requests for clarification from Colleges/institutions arising from this Agreement will be dealt with by the Officers of Colegau Cymru, namely the Chief Executive of Colegau Cymru and the Chair of the Employment Committee, in conjunction with Officers of the Joint Trade Unions, namely the Chair and Secretary to the Joint Trade Union Group.
- 9.2 Every effort will be made to respond to any request for clarification within 14 days of receipt of that request
- 9.3 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.

Signed on behalf of Colegau Cymru  
By John Graystone

John Graystone

Signed on behalf of Joint Trade Unions  
By Margaret Phelan

M. Phelan

Dated:

21<sup>st</sup> March 2014