

Appendix 4

City of Wolverhampton Council and University and College Union

Memorandum of Understanding

Created: July 2020

Revised:

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1 Introduction

- 1.1 This agreement is made and entered into as of [DATE], by and between City of Wolverhampton Council (CWC) and University and College Union (UCU)
- 1.2 The terms of this agreement are binding in honour only and do not constitute a legally enforceable agreement.
- 1.3 UCU recognises the fundamental right of CWC to be responsible for its management, organisation and policy to achieve its aims and objectives.
- 1.4 CWC and UCU have common objectives to:
 - maintain good employment practices and relations;
 - encourage communication with the organisation's workers;
 - ensure that all workers are treated fairly and equally

2 Purpose

- 2.1 This agreement is proposed for collective bargaining, consultation and information with UCU.
- 2.2 CWC have a current collective agreement, in accordance with s.178 of the Trade Unions & Labour Relations (Consolidation) Act 1992, and recognise the following trade unions for collective bargaining purposes:
 - Unison
 - GMB
 - Unite
- 2.3 Proposed changes to employment matters detailed in 4.1 which relate solely to Adult Teaching contracts will be the subject of collective bargaining with UCU.

3 Scope of the Agreement

- 3.1 This agreement has been developed and agreed by CWC and UCU representing employees covered by Adult Teachers Terms and Conditions of employment.
- 3.2 CWC commits to undertake the following jointly with UCU

- Collective bargaining
- Consultation
- Information

4. Collective Bargaining

4.1 CWC recognises UCU for the purposes of collective bargaining on Local arrangements and changes to Adult Teachers terms and conditions, such as place of work, leave and working time

- Proposed restructures and potential redundancies
- Business transfer/TUPE arrangements
- Changes to service delivery
- Health and Safety and risk management of the workforce

4.2 Matters negotiated nationally, such as pay awards, will not be the subject of local discussion and consultation. The local government services pay award will be applied to Adults Teachers pay model.

4.3 Consultation on organisational policies, will be undertaken with CWC's recognised trade unions detailed in 2.2

4.4 UCU will be provided with information on all policies subject to review to allow information and communication with Adult Teachers. All information will be provided in a timely manner.

5. Consultation

5.1 CWC undertakes to supply UCU with relevant information to carry out effective consultations. All information will be provided in a timely manner and in good faith.

5.2 UCU will make arrangements to supply the Head of Human Resources with an updated list, at least once a year, naming all representatives indicating the areas/location of the employees whom they represent and the period for which each representative will serve.

5.3 In addition, UCU will co-operate with any arrangements for recording of information relating to time off for union duties for their representatives.

6. Trade Union Membership

- 6.1 CWC recognises the rights of UCU to represent the interests of their members on individual matters, in addition to matters detailed in 4.1
- 6.2 This agreement recognises the right of any individual worker to join the Trade Union, hold office within the Trade Union and benefit from trade union representation. It is acknowledged that all workers within the Trade Union will be subject to the rules and constitution of the Trade Union.
- 6.3 CWC will provide the facility if requested to deduct Trade Unions' subscriptions at source.

7. Appointment of representatives

- 7.1 UCU will decide on the number of representatives they wish to appoint in accordance with their respective constitutions. It is accepted, however, that the ratio of representatives to Trade Union members will not exceed:
- no more than an average of one representative per 50 members.
 - Where there are specific operational needs for different arrangements (e.g. full-time release for one steward rather than several with less facilities time) any agreement shall be subject to agreement between UCU and Head of Human Resources.

8. Facilities

- 8.1 The Council may provide some facility and reprographic assistance, such as postal facilities, use of stationery and use of meeting rooms, provided it is in connection with official Trade Union duties concerned with employee relations.
- 8.3 The Council will provide notice boards at appropriate non-public locations within the Adult Education service for the use of Trade Unions. The number of these may be extended to other locations from time to time as required.

9. Time off work for trade union activities and duties

- 9.1 The Trade Union and Labour Relations (Consolidation) Act 1992 (S168(1) and (2)) makes provision for employees to be given the right to time off under various circumstances.
 - 9.2 Appointed UCU Workplace Representatives will be allowed **up to** twelve hours per calendar month paid time off during normal working hours to carry out functions related to their representational responsibilities.
 - 9.3 Where representatives attend meetings called by management which occur in their off-duty time, they will be reimbursed for the hours spent at the meetings at plain time rates.
 - 9.4 When representatives attend meetings called by management during their normal working hours which then extend beyond normal finishing time, they will be paid at plain time rates for the additional hours worked. If earnings vary because of the work undertaken, the amount will be calculated by the average hourly earnings for the work they are employed to do, including any additional contractual payments
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- 9.5 Employee representatives may only absent themselves from their workplace to carry out their Trade Union duties with authority from their supervisor or relevant member of management.
 - 9.6 Representatives will be required to complete and submit facility time-recording sheets on a monthly basis to the relevant Branch Secretary/Senior Steward who will forward the recording sheets to the Head of Adult Education Wolverhampton. The information recorded will include the hours used; service/team represented; locations visited and reasons (e.g. representational duties). Information relating to individual members or cases will not be required.
 - 9.7 Details of paid and unpaid trade union activities and details of time off for training are available in the Council's Trade Union Time Off and Facilities Agreement.

10. Consultative Meetings

- 10.1 The CWC Joint Consultative Panel (JCP) is attended by Trade Unions listed in 2.2.. Agendas and minutes of JCP meetings will be made available to UCU.
- 10.2 Adult Education Joint Consultative meetings will be held on a regular basis. The purpose of these meetings will be to allow consultation between CWC and UCU.
- 10.3 Membership will include Adult Education Senior Management, Head of Human Resources (or nominee) and local UCU Representatives, the numbers of which will be determined at the first meeting of the academic year. Further participation will be agreed to by other parties.

- 10.4 The meetings will be held, whenever possible, once every 6 weeks ,at a time acceptable to both parties.
- 10.5 Employee and management agenda items should be submitted no later than one week prior to the meeting.
- 10.6 It is suggested that the role of Chair be shared by management and employee representatives on an alternating basis.
- 10.7 Potential subjects of these consultative meetings include:
- Provision of information about CWC and recent and probable developments affecting the Adult Teachers workforce
 - Matters on which CWC wished to engage the Adult Teachers' workforce
 - Decisions likely to lead to changes in the work organisation of the workforce including potential transfers and restructures
 - Provision of information on policies and procedures affecting or for the benefit of the workforce
 - Health and Safety and risk management of the workforce
 - Current staff issues brought forward by UCU reps
 - Provision of information on any changes to rates of pay and consultation on local arrangements to terms and conditions concerning the workforce
 - Professional matters and continuing professional development
 - Other matters agreed to be the subject of information and consultation

All parties accept that the signing of this Agreement is binding in honour upon them, but all expressly agree it is not intended to constitute a legally enforceable agreement between them. It is further agreed that the parties to the Agreement will use their best endeavours to ensure that the spirit and intention of the agreement is honoured at all times.

This Agreement is subject to review in 12 months' time.

Signed by

[Signature on behalf of CWC]

Position

Date

Signed by

[Signature on behalf of UCU]

Position

Date

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Appendix one: Organisational policies consulted with recognised trade unions through collective bargaining and not for consultation with UCU. UCU will be provided with information on all policies subject to review as detailed in 4.4

Disciplinary Policy

Dignity at Work Policy

Domestic Violence and Abuse Workplace Policy and Procedure

Drug & Alcohol Policy

Early Retirement Policy and Procedure

Equality and Diversity (Employment) Policy

Flexible Working Policy

Grievance Policy

Induction Policy

Internal Secondment and Acting Up Policy

Leave Policy

Management of Attendance Policy

Performance Management (Capability) Policy

Performance Appraisal and Personal Development Review Policy

Personal use of Council Computer Equipment and Access to Social Media

Political Restrictions Policy

Probation Policy

Recruitment and Selection Policy

Redeployment Policy and Procedure

Restructure and Redundancy Policy

Code of Conduct for Employees

Code of Dress Policy

Code of Practice Salary Overpayment

Code of Practice Salary Underpayment

Code of practice on travel, subsistence, hospitality and gifts

Support for Carers

Smoke Free Policy

Transsexual, Transgender and Gender Reassignment Policy

Unauthorised Absence Policy

Working Hours Policy