



UNIVERSITY OF EDINBURGH COMBINED JOINT CONSULTATIVE AND NEGOTIATING COMMITTEE TERMS OF REFERENCE (Effective 1 October 2022)

The University of Edinburgh (the University) and representatives of its recognised trade unions, University and College Union (UCU), UNISON and Unite, have agreed revised terms of reference for the Combined Joint Consultative and Negotiating Committee (CJCNC), replacing those previously agreed in 2006 and updated in 2008.

This Committee forms a key part of the University's commitment to work in partnership with its recognised trade unions for the mutual benefit of the University and its employees. Both the University and its trade unions acknowledge that they have common objectives, mutual interests and shared responsibilities to ensure the efficient running and prosperity of the University which in turn supports the security, advancement and general wellbeing of its employees.

When coming together via CJCNC, whether to consult or negotiate, the University and union representatives will do so:

- in good time and expeditiously
- constructively and meaningfully, with the aim of resolving differences and reaching agreement
- openly, honestly and with transparency, with due regard for confidentiality, and
- with due respect for differing views and opinions.

1. Purpose and Focus

a) Collective bargaining

The CJCNC is the University's collective bargaining forum, i.e. the forum through which the University formally consults and negotiates with all three trade unions on substantive matters materially impacting the terms of employment and working conditions of all university staff. 'Substantive' matters being those detailed in Appendix I.

Once agreed, collective agreements will be incorporated into, i.e. automatically change individual employment contracts.

While collective bargaining on matters impacting discrete groups of staff represented by all three trade unions will be undertaken 'locally', in the event that agreement cannot be reached, either the lead for the University or one/all of the trade unions may escalate the matter for wider consultation and resolution at CJCNC level.

Substantive matters solely impacting the members of one union will be consulted/negotiated via that union's Joint Consultative and Negotiating Committee (JCNC). In the event of a failure to agree at JCNC

level, escalation would be in line with that union's recognition agreement and dispute resolution procedure.

b) Policy revision

While consultation on general policy matters and/or legally imposed changes (e.g. to statutory entitlements) will take place in other forums, e.g. the University and Joint Union Policy Forum, or through specifically established short life working groups, a formal record will be made at each meeting of CJCNC of policy agreements reached between meetings.

In the event that agreement cannot be reached in these consultative forums, either the University or one/all of the trade unions may escalate the matter for further consultation and resolution at CJCNC level, or, if relevant, by the individual union's JCNC.

c) Policy monitoring and reporting

Where expressly provided for in university policies and/or collective and tripartite union agreements, CJCNC will receive routine reports on the application of these policies/agreements. For example, it will receive an annual report of the number of staff who left the University by reason of redundancy.

2. Composition

The CJCNC will be made up as follows:

- A maximum of seven senior managers, inclusive of the University Executive appointed Co-Convenor and a representative of each College and two representatives covering Professional Service Groups and the Director of HR. To avoid conflicts of interest, the management representatives will not hold union branch officer roles.
- The University's HR Lead for Employee Relations will also attend in an ex-officio capacity as will the HR appointed Secretary to the Committee.
- By agreement with the JULC Co-Convenor, two additional staff may attend in an advisory capacity pertinent to the meeting agenda.
- A maximum of seven union representatives, inclusive of the JULC Co-Convenor, with each union represented by two senior branch officers. By agreement with the University Co-Convenor, each union may be accompanied by one full-time official in an advisory capacity pertinent to the meeting agenda.
- The minimum number of members required for a meeting to proceed, i.e. to be quorate, will be three University representatives and one representative from each of the three unions.

3. Working arrangements

a) Meeting frequency and organisation

CJCNC meetings will be pre-scheduled each year, to take place on a quarterly basis. With at least 14 days' notice, additional meetings may be convened by either the University or Union Co-Convenors. Pre-scheduled meetings will only be cancelled by mutual agreement between the Co-Convenors.

To enable union members of CJCNC to discuss key matters with their individual branches, their full-time officials and jointly, agendas and supporting papers for pre-scheduled meetings will ordinarily be made available no less than two calendar weeks prior to the meeting. Every effort will be made to issue papers on matters which subsequently arise and require rapid resolution no less than three working days in advance of the meeting.

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b) Meeting preparation

In advance of each meeting, the Co-Conveners will jointly confirm/agree:

- the date, time and venue for the meeting
- the agenda items and outcomes sought
- if, and from whom, supporting papers are required
- if other senior staff and/or union officials should be invited to the meeting, and for what purpose
- who will lead/chair which agenda item/discussion topic

The Co-Conveners will be supported in the production and circulation of the agendas and supporting papers by the University's HR Lead for Employee Relations and Committee Secretary.

Papers will clearly denote if the subject matter can be shared with others outside of the core committee members, including if, and from whom, 'soundings' on the agenda item can be taken.

All committee members are expected to familiarise themselves with the papers in advance of the meeting and be able to contribute to the discussion.

c) Meeting format and protocols

The meeting agenda will make it clear to committee members who will lead/chair each agenda item, the intent of the agenda item and the outcome sought.

University representatives, while drawn from specified Colleges and Professional Service Groups (PSG), and responsible for expressing the views of/implications of proposals for their College/PSG, are expected to work together, and with the trade unions, to reach consensus.

Union representatives, while representing the views of their individual union members, are expected to come together to reach consensus. Collective agreement can only be reached 'jointly', i.e. where all three trade unions are in agreement.

Either Co-Convener can call for a short adjournment of the meeting to confer with their committee peers. If substantive discussion proves necessary to enable matters to progress, either Co-Convener can call for the agenda item/meeting to be postponed/reconvened at a later date.

d) Confidentiality

At the close of each meeting, the parties will discuss the sensitivity of the information shared and issues discussed and the nature and timing of wider communication to union members and all staff.

e) Minutes

A formal minute of each meeting will be drafted by the Committee Secretary and approved by the Co-Conveners. The nature of the agenda item will determine whether a summary note will suffice or a

more detailed record, e.g. of negotiations, is required. The summary note/minute, and an updated action log, will be issued within at least a month of the meeting and approved at the following meeting.

4. Collective agreement

Any agreement reached by the CJCNC will be as if reached with each union individually via its JCNC. Agreements which vary terms and conditions of employment will be incorporated automatically into the employment contracts of all impacted staff, whether or not they are union members.

5. Failure to Agree

Where consensus/agreement on consultation matters cannot be reached by the CJCNC, the matter may be resolved by:

- the convening of a further meeting of CJCNC, dedicated to the subject matter
- all parties agreeing the need for further work to be undertaken and proposals brought back to a future meeting of CJCNC
- all parties amicably ‘agreeing to disagree’, this would not apply to any proposed contractual changes where negotiation is required.

Where agreement on negotiation matters cannot be reached by the CJCNC, every effort will be made to resolve the matter by:

- if appropriate, referring the matter to a union JCNC, and in turn back the CJCNC
- escalating the matter to be negotiated directly with other appropriate members of the University Executive.

Only when the above efforts have been exhausted will the matter be referred for collective conciliation through the Advisory, Conciliation and Arbitration Service (ACAS).

6. Monitoring and Review

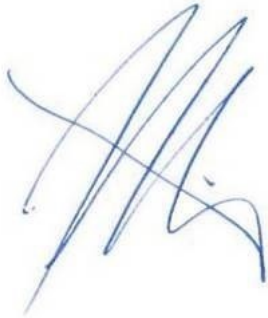
The Co-Conveners, with the Director of HR will

- discuss the operational effectiveness of the CJCNC at least once a year.
- ensure a meeting every two years year includes a review of working arrangements, and
- adapt these Terms of Reference to reflect these discussions.

7. Agreement

Signed on behalf of the University of Edinburgh by:
James Saville, Director of HR

Signature:



Signed on behalf of Unite by:
Mark Patrizio, Branch Chair and JULC Convenor



Signature:

Signed on behalf of the Unison by:
June Maguire, Branch Secretary

Signature:



Signed on behalf of University and College Union (UCU) by:
Claire Graf, Branch Secretary

Signature:



A. Information

The CJCNC will receive information and routine updates on the following matters:

- policy consultations/agreements reached between CJCNC meetings
 - statutory workforce reporting, for example equal pay reporting
- and, where expressly provided for in the relevant policies/agreements:
- the implementation of collective agreements reached with more than one union
 - the monitoring of key policy outcomes, for example redundancy.

B. Consultation

The University will consult with the joint unions via CJCNC on proposals which would fundamentally change the following for cohorts of staff represented by all three unions, or for all University staff:

- conditions of service (other than those listed in Section C below)
- working practices and/or work methods/techniques, systems and procedures
- enhanced statutory entitlements, for example family friendly leave and pay
- pension terms (in so far as the University has total discretion¹)
- absence, performance, disciplinary and grievance procedures.

Note: most consultations on these matters, and other policies and practices, will be conducted in other forums or via short life working groups and will lead to collective agreement. In the event that agreement cannot be reached in these consultative forums, either the University or one/all of the trade unions may escalate the matter for further consultation and resolution by the CJCNC.

The University will also consult with the joint unions via CJCNC on matters referred to it from the Partnership Forum or by the University's Executive. Such matters will include, but are not limited to:

- pan University organisational change/restructure
- substantive TUPE transfers
- large-scale/pan University redundancy proposals.

All matters relating to staff health, safety and wellbeing, including physical working conditions, will be addressed in the first instance via the University's health and safety network and Safety, Health and Wellbeing Committee.

C. Negotiation

The University will negotiate with the joint unions via CJCNC on proposed changes to:

- grading structures and grading profiles (in so far as the University has total discretion²)
- the full-time working week
- annual leave entitlement
- sick pay entitlement
- overtime rates and other premium rates of pay
- the provision of superannuation schemes to all staff

¹ i.e. excluding nationally administered schemes such as the Universities Superannuation Scheme

² i.e. excluding nationally negotiated pay scale values

- the supporting processes which accompany and seek to ensure redundancy is avoided where possible.