



THE UNIVERSITY *of* EDINBURGH

RECOGNITION AGREEMENT BETWEEN UNIVERSITY OF EDINBURGH AND EIS

INTRODUCTION

- 1.1 This recognition agreement commencing on 7 November 2011 is between the University of Edinburgh (the University) and EIS.
- 1.2 As a result of a TUPE transfer of staff who are eligible for membership of EIS from the Edinburgh College of Art (eca) employed immediately prior to the transfer, recognition has been afforded to EIS.
- 1.3 As a result of TUPE, the staff who transferred to the University did so on their eca terms and conditions as at 31 July 2011 (the "Legacy Conditions"). Subsequently, agreement was reached on which the majority of University terms and conditions were adopted for former ECA staff, as outlined in Appendix 1. These are to be referred to as the "Adopted Conditions".
- 1.4 The purpose of the agreement is to:
 - (a) Record the nature, scope and extent of EIS recognition
 - (b) Establish a framework for consultation and collective bargaining between the University and EIS in relation to the purposes for which EIS is recognised
 - (c) Encourage good relations with the staff represented by EIS and to maintain a constructive relationship between the University and EIS.

This agreement replaces all previous recognition arrangements and agreements between eca and EIS which transferred (or would have transferred) to the University as a result of TUPE.

2. THE NATURE, EXTENT AND SCOPE OF EIS RECOGNITION

- 2.1 EIS are recognised in respect of those members of eca staff who are eligible for membership of EIS and who transferred to the University from eca under the TUPE regulations on 1 August 2011.
- 2.2 The University recognises EIS as being the sole recognised trade union in respect of the Staff Represented. EIS are not recognised for any other University staff including any eca staff who are not eligible for membership of EIS and any other staff who are EIS members but did not transfer to the University from eca on 1 August 2011.
- 2.3 The purposes for which EIS are recognised and the scope of recognition in respect of the Staff Represented, are as follows:
 - (i) The University will provide information, consult and/or negotiate where appropriate with EIS representatives on any changes to the Adopted

Conditions, e.g. in order to interpret and apply these conditions in the context of employment at the University or to replace or withdraw particular conditions.

(ii) The University will provide information, consult and/or negotiate where appropriate with EIS; either on its own or jointly with the other University recognised trade unions, on other matters, insofar as they could affect the Staff Represented.

(iii) The University will also provide information and consult with EIS in respect of the Staff Represented in relation to:

- Redundancies
- Changes in legislation which may affect University policies (or their implementation)
- Transfers of undertakings and associated regulations
- Regulations relating to information and consultation of employees
- Collective grievances
- Health and Safety matters

(iv) The University recognise that EIS are entitled to represent the Staff Represented in connection with individual grievance, redundancy, capability and disciplinary proceedings and other relevant formal individual proceedings of whatsoever nature.

2.4 To facilitate EIS in carrying out its functions under this agreement, EIS will inform the University of those members of staff who are lay officials for EIS. Management will grant such staff reasonable time off and not unreasonably refuse requests from such staff for time off to undertake trade union duties in accordance with employment legislation and any other appropriate provisions.

3. GENERAL PRINCIPLES IN CONDUCTING STAFF RELATIONS

Both parties recognise that in conducting staff relations:

- a) They have common interests and a joint purpose in furthering the aims and objectives of the University and recognising the interests of its employees, including those who are Staff Represented and therefore will seek to achieve reasonable solutions to all matters that concern staff relations with that common interest in mind
- b) They have a shared commitment to achieving good staff relations
- c) The University has a right to manage staff and resources in order to pursue its aims and objectives.
- d) EIS has a responsibility to represent the interests of the Staff Represented on an individual and collective basis.
- e) They have a shared responsibility for individual and collective information sharing, consultation and negotiation on appropriate matters as outlined in section 2.3 above.

- f) All staff relations matters should be raised and, where applicable, resolved at the most appropriate level within the University usually as near as possible to the point of origin and as early as is reasonably possible
- g) The terms of this agreement are binding in honour but do not constitute a legally enforceable agreement. The matter of trade union recognition is however legally enforceable under, and subject to, the provisions of TUPE, which it is jointly agreed applies to the staff transferring and EIS, as a trade union recognised by eca.

4. MEETINGS

- 4.1 For any matter requiring involvement with EIS, the University will involve local representatives of the local branch of EIS. In some limited circumstances, an EIS official from outwith the local branch may be requested to participate in staff relations matters at the request of either party. The University will also invite local representatives to any negotiations which may impact on the Staff Represented.
- 4.2 Either the University or EIS may request a Joint Consultation and Negotiating Committee (JCNC) meeting at any time in order to discuss a matter for which EIS is recognised. The purpose of a JCNC is to provide a forum for both parties to share information, consult or negotiate on the Adopted Conditions of the Staff Represented.

Either party may also raise other matters of relevance to the Staff Represented for discussion at JCNC.

Matters relating to individual members of staff fall outwith the remit of the CNC.

A CNC will normally be held within two weeks of a written request for a CNC meeting. With the agreement of both sides emergency meetings may be held at shorter notice.

From the date of this agreement, initially CNC meetings will be held approximately every 2 months.

- 4.3 The membership of a CNC will be as follows:

EIS: up to 4 local accredited representatives from the local branch of EIS. The names of all such representatives shall be made known to the Secretary to the CNC by the Secretary of EIS

University: up to 4 management representatives including a Convener. The names of all such representatives shall be made known to the Secretary to the CNC by the convener of the management side. In addition, University members of the CNC may delegate authority for progressing consultation and negotiation to appropriate University officers.

The Secretary to the CNC will be a member of HR staff.

Both EIS and the University may have in attendance at any meeting one additional representative in an advisory capacity. Further additional persons may be admitted by agreement between the sides. The constitution of the Committee may be varied at any meeting with the agreement of both parties.

- 4.4 Where an agreement is reached at a CNC it may be necessary to refer the matter to another party before such agreements can be finalised, e.g. the University's Central Management Group and/or the University Court.

Where there is failure to reach agreement at the CNC this may lead to use of the dispute resolution procedure as outlined in section 6.

5. FACILITIES

The employing School will be encouraged to give recognition in the allocation of duties to any employee who is an EIS representative to enable him/her to carry out reasonable trade union duties in relation to the Staff Represented.

The University will make arrangements to deduct and pay over to EIS subscriptions from the salary of members of staff who authorise this to be done in writing. The University is entitled to make a charge for this service.

6. DISPUTE PROCEDURES

- 6.1 Where grievances arise of a collective nature affecting some or all of the staff represented and have not been resolved by earlier discussion they shall be raised in the first instance by the EIS Branch Secretary and/or the appropriate external EIS officer, with the Head of HR for the College of Humanities and Social Science (CHSS) (or his/her nominated deputy).
- 6.2 The matter shall then be referred for resolution by the EIS Branch Secretary/EIS officer and the Head of HR (CHSS) or nominated deputy. If a resolution is not achieved after a reasonable period or attempt at resolution has been made, then it should be referred to the JCNC. As in all other staff relations matters, resolution should be sought as soon as is reasonably possible. Where a matter on which the University and EIS have negotiated is not resolved to the satisfaction of both parties and the internal procedure has been exhausted, either party may agree to refer it for resolution through ACAS (the Advisory, Conciliation and Arbitration Service).
- 6.3 If a dispute arises, there shall be no stoppage of work, strike, lock out or any other industrial action by either party, nor shall any alteration be made by the University in the conditions of employment at issue until all the dispute procedures specified in this agreement have been exhausted.
- 6.4 Individual staff grievances are excluded from this process and should be addressed through the relevant procedure.
- 6.5 EIS accepts that inter-TUC union disputes shall not be the subject of industrial action at the University level but shall be determined in accordance with inter-union procedures and decisions of the TUC or STUC.

7.0 REVIEW

The operation and effectiveness of this recognition agreement will be reviewed on 1 December 2014. This process of review will be undertaken through full consultation with lay EIS representatives together with an external EIS officer.

The parties to the Agreement reserve the right to terminate it by giving six months' notice in writing. Amendments may be made with the consent of the parties.

Signed  

Date 4/11/11

7.11.11

Stephen Hunter, EIS Branch Secretary

Sheila Gupta, Director of HR

For EIS

For the University of Edinburgh

Annex 1

The “Adopted Conditions” (Summary listing of the Adopted Conditions indicating where Legacy Conditions have been varied or replaced by University or other conditions)

No	Policy	Policy in Force
1	Absence Management	The University of Edinburgh Policy. There is no corresponding policy within ECA. Former ECA staff would retain existing arrangements for warning periods. Staff can self-refer to OH without informing HR or their manager
2	Academic Promotions Process	The University of Edinburgh Policy.
3	Principles for Academic Workload Schemes	The University of Edinburgh Policy.
4	Adverse Weather Guidelines	This is guidance rather than policy
5	Code of Practice for Alcohol and Drug Abuse	The University of Edinburgh Policy.
6	Annual Leave Policy	The University of Edinburgh Policy. ECA staff will retain the benefits provided by the former ECA where they are better, i.e. amount and periods of paid leave
7	Employment Relation Appeals Procedure	The University of Edinburgh Policy.
8	Capability Policy	The University of Edinburgh Policy.
9	Conflict of Interest Policy	The University of Edinburgh Policy.
10	Contribution Reward	The University of Edinburgh Policy.
11	Dignity and Respect Policy	The University of Edinburgh Policy.
12	Disciplinary Policy	The University of Edinburgh Policy, with the caveats below: 1. The University has agreed to caveat the disciplinary policy with regards to staff suspensions. The University has agreed not to consider suspensions as a ‘neutral act’ to a member’s reputation whilst considering whether to suspend a former ECA staff member from work. Whilst this does not remove the University’s right to suspend staff, it does mean that such a decision needs to be fully considered.

		<p>2. The University's Policy allows, <i>in exceptional circumstances</i>, the use of anonymised evidence to support an allegation.</p> <p>The EIS does not support the use of anonymised evidence and members should be aware that anonymised evidence given to the university may have its anonymity revoked if the matter is taken to an employment tribunal.</p>
13	Policy and Code of Practice on Equal Opportunities	The University of Edinburgh Policy.
14	Family Leave: Maternity, Adoption and Paternity Leave	<p>The University of Edinburgh Policy.</p> <p>ECA staff will retain the benefits provided by the former ECA where they are better than University provision, i.e. amount and periods of paid leave</p>
15	Family Leave: Parental Leave and Time Off for Dependents	<p>The University of Edinburgh Policy.</p> <p>ECA staff will retain the benefits provided by the former ECA where they are better than University provision i.e. amount and periods of paid leave</p>
16	Flexible Working	Any existing individual arrangements for flexible working for former ECA individuals would continue to apply.
17	Grading and Re-grading Processes and Principles	Any future job evaluations will be carried out using the HAY system rather than HERA.
18	Grievance Policy	The University of Edinburgh Policy.
19	Guidelines for Consultation on Organisational Change involving redundancies	<p>The University of Edinburgh Policy.</p> <p>The University has agreed to include the EIS in redundancy consultations if ECA staff could be made redundant.</p>
20	Dealing with Personal Harassment	The University of Edinburgh Policy.
21	Health and Safety Policy Statement	The EIS seeks membership of the UoE Health and Safety Committee, or that Committee that deals with ECA staff and buildings.
22	Leave of Absence for Staff Campaigning for Election to Parliament	The University of Edinburgh Policy.
23	Code of Practice on Reporting Malpractice (Whistle Blowing)	The University of Edinburgh Policy.
24	Market Supplement Policy	The former ECA policy will continue to be applied rather than the UoE policy.

25	On call, call out and out of hours working	The University of Edinburgh Policy.
26	Probation	<p>The University of Edinburgh Policy.</p> <p>The former ECA Probation policy would continue to apply for those former ECA staff who are currently on probation. All new staff at ECA appointed by the University would use the UoE Probation Policy.</p>
27	Protecting Vulnerable Groups	The University of Edinburgh Policy.
28	Pay Protection	The University of Edinburgh Policy.
29	Race Equality Policy	The University of Edinburgh Policy.
30	Code of Practice for staff on the receipt of gifts, hospitality and other benefits	The University of Edinburgh Policy.
31	Redeployment Policy and Processes	<p>The University of Edinburgh Policy.</p> <p>EIS will be attending SCCRA meetings for collective consultation purposes if ECA staff are identified for potential redundancy.</p>
32	Redundancy Avoidance Policy	<p>The University of Edinburgh Policy.</p> <p>EIS will be attending SCCRA meetings (or other collective redundancy consultation) if ECA staff are identified for potential redundancy.</p>
33	Research Misconduct Policy	The University of Edinburgh Policy.
34	Policy on Secondments	The University of Edinburgh Policy.
35	Policy on Smoking	The University of Edinburgh Policy.
36	Special Leave	The University of Edinburgh Policy.
37	Trans Equality Policy	The University of Edinburgh Policy.
38	Unauthorised Absence	The University of Edinburgh Policy.
39	Policy on Additional Hours	The University of Edinburgh Policy.
40	Career Reviews	<p>The University of Edinburgh Policy.</p> <p>However some members may continue with current former ECA scheme until the University completes the current review of appraisal.</p>

41	University Computing Regulations	The EIS notes the University Computing Regulations.
42	Reimbursement of Expenses	The University of Edinburgh Policy. ECA staff will retain the benefits provided by the former ECA where they are better, e.g. where ECA provides higher expense rates
43	Travel and Subsistence	The University of Edinburgh Policy. ECA staff will retain the benefits provided by the former ECA where they are better, e.g. where ECA policies provide higher expense rates
44	Stress	The University of Edinburgh Policy.