



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

The University of Edinburgh (the University) and representatives of Unite have agreed revised terms of reference for the Joint Consultative and Negotiating Committee (JCNC), replacing those embedded in the Procedural Agreements between the University and the National Union of Public Employees in 1988 and the Manufacturing, Scientific and Finance Union in 1989.

This Committee forms a key part of the University's commitment to work in partnership with UNITE for the mutual benefit of the University and its employees. Both the University and UNITE 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 JCNC, 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 JCNC is the University's collective bargaining forum, i.e. the forum through which the University formally consults and negotiates with UNITE on matters which solely impact the terms of employment and working conditions of university staff represented by Unite. These matters being those detailed in Appendix I.

Once agreed, collective agreements will be incorporated into, i.e. automatically change the individual employment contracts of the represented staff group.

In the event of a failure to agree, the matter will be escalated in line with Unite's recognition agreement and dispute resolution procedure.

2. Composition

The JCNC will be made up as follows:

From Human Resources (HR):

- A maximum of five representatives, inclusive of the University’s HR Lead for Employee Relations (ER) who will act as Co-Convener and three Heads of HR representing the Colleges and Professional Services Groups. The Director of HR will regularly attend one meeting per year.
- Depending on the subject matter, either the Director of HR or other nominated member(s) of the University Executive may lead specific consultations/negotiations.
- The Senior HR Partner for ER will also attend in an ex-officio capacity as will the HR appointed Secretary to the Committee.
- By agreement with the Unite Co-Convener, two additional staff may attend in an advisory capacity pertinent to the meeting agenda.

From Unite:

- A maximum of five union representatives, inclusive of the Edinburgh Branch President/Secretary who will act as Co-Convener, and a full-time official.
- By agreement with the HR Co-Convener, two additional representatives may attend 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 three Unite representatives.

3. Working arrangements

a) Meeting frequency and organisation

JCNC 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 Co-Convener. Pre-scheduled meetings will only be cancelled by mutual agreement between the Co-Conveners.

To enable Unite representatives to seek feedback from branch members, and engage as appropriate with 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 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 who will lead/chair each agenda item, the intent of the agenda item and the outcome sought.

All parties are expected to work together to reach consensus.

Either Co-Convener can call for a short adjournment of the meeting to confer with their 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

Where the subject matter does not impact on other staff represented by UCU and/or UNISON, collective agreements reached with Unite 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.

Matters which impact other cohorts of staff represented by UCU and/or UNISON will be referred for consultation/negotiation via the Combined Joint Consultative and Negotiating Committee (CJCNC).

5. Failure to Agree

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

- the convening of a further meeting of JCNC, 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 JCNC.
- 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 JCNC, every effort will be made to continue to resolve matters through the agreed disputes procedure.

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. Agreement


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

A handwritten signature in blue ink, appearing to be 'JS', written over a light blue grid background.

Signature:

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

Signature:

A handwritten signature in blue ink, appearing to be 'Mark Patrizio', written over a light blue grid background.

A. Information

The JCNC will receive information to enable meaningful two-way dialogue, consultation and negotiation and to monitor the implementation of collective agreements.

B. Consultation

The University will consult with Unite on matters which solely impact the terms and conditions and working practices of the group of staff it is recognised to represent. These include:

- conditions of service (other than those listed in Section C below)
- working practices and/or work methods/techniques, systems and procedures
- policy application.

Note: most consultations on these matters 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 Unite may escalate the matter for further consultation and resolution by the JCNC.

Matters impacting wider cohorts of staff, represented by other unions, or all University staff will be consulted on in other forums, including, if relevant, the CJCNC. 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 Unite via JCNC on proposed changes to the following, in so far as they solely impact on the group of staff it is recognised to represent:

- grading structures and grading profiles (in so far as the University has total discretion¹)
- 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
- the supporting processes which accompany and seek to ensure redundancy is avoided where possible.

Matters impacting wider cohorts of staff, represented by other unions, or all University staff will be negotiated via the CJCNC.

¹ i.e. excluding nationally negotiated pay scale values