



Agreement on Employee Relations at Heriot-Watt University

1. Vision and Statement of Intent

The intention of this agreement is to develop employee relations now and into the future in the spirit of partnership working with trade unions taking account of the following key principles:

- a) This agreement, the primary component of which is a Joint Negotiating and Consultation Committee, aims to enhance effective communication with all staff through their recognised trade unions throughout the University to achieve greater participation and involvement.
- b) The University, University Management and Trade Unions intend to work in partnership to achieve fair, equal and beneficial development of the University.
- c) The Trade Unions recognise the University's responsibilities to plan, organise and manage its work in order to achieve the best possible results, pursuing its overall aims and objectives.
- d) The University recognises the Trade Unions' responsibilities to represent the interests of their members.
- e) It is expected that appropriate training will be undertaken by anyone holding formal employee relations roles to enhance the operation of the structure.
- f) The right for time off and facilities for Trade Union duties is acknowledged by the University in line with employment legislation (Trade Union and Labour Relations (Consolidation) Act 1992, The Employment Protection Code of Practice (Time Off) Order 2003 and associated legislation).

2. Purpose

All parties agree that it is in their mutual interest to create, observe and maintain a partnership working agreement within which all issues arising between them can be considered and resolved.

3. Functions and Scope

To achieve this purpose, the University management and the recognised Trade Unions commit themselves to :

- Maintain and improve positive working relations between University management and University employees as represented by the recognised Trade Unions through regular communication, consultation and negotiation in the appropriate agreed forums;

- Work co-operatively wherever possible;
- Resolve all issues at the earliest stage and as expeditiously as possible;
- Seek to prevent differences arising and to resolve them where they do;
- Seek smooth operation and expeditious implementation of agreements reached;
- Make recommendations and take decisions as appropriate on relevant issues;
- Increase awareness of employee relations matters;
- Implement and promote the University's equal opportunities policies, schemes, plans and codes of practice, which seek to promote equality of opportunity in all areas of the University.
- Recognised trade unions are EIS, UCU, UNISON and UNITE.

4. Governance

The Combined Joint Negotiating and Consultative Committee (CJNCC) is created by both parties to operate within the structure of the University to achieve the aims set out above. As such, however, it cannot exceed the authority of either the Planning and Management Executive or the signatory Trade Unions, and decisions arrived at in the CJNCC are subject to any necessary ratification.

The CJNCC will report into the University's Planning and Management Executive. The composition and operation of the CJNCC is detailed in Section 6.

Each individual union retains the right to request a meeting with management on matters relating to a specific group of their members, giving prior notification to the All-Union side and reporting back to the CJNCC afterwards.

5. Negotiation and Consultation

Negotiation through collective bargaining is the process by which the University and the recognised Trade Unions seek to reach agreement and avoid dispute. The scope of such negotiation covered by this Agreement shall be contractual terms and conditions of employment with the exception (other than for their interpretation and application) of matters which are negotiated nationally through the Joint Negotiating Committee for Higher Education Staff (JNCHES).

Consultation is the process by which management and employees, or their representatives, jointly examine and discuss issues of mutual concern and exchange views, with the opportunity to influence decisions and their application.

Meaningful consultation depends on those being consulted having adequate information and time to consider the relevant issues. Merely providing information does not constitute consultation.

5.1 Matters for Negotiation

- The CJNCC will provide a regular and effective means of partnership discussion, negotiation and consultation on matters affecting contractual terms and conditions of employment (other than matters which are the subject of national negotiations). The CJNCC has been provided with powers to make recommendations to the University

Planning and Management Executive regarding any collective or group issue affecting the staff to which this Agreement applies as employees of the University.

6 Combined Joint Negotiating and Consultation Committee

The negotiating and consultation structure shall consist of a single combined University Joint Negotiating and Consultation Committee (CJNCC).

6.1 Composition of the CJNCC

The Joint Negotiating and Consultation Committee shall consist of:

- A number of representatives of University Management, to be appointed by the Planning and Management Executive, that is equal to the number of Trade Union representatives: one to be the Principal (or her/his nominated deputy), one to be the Head of a School and one to be the Head of an Administrative or Professional Services Section.
- Two representatives from each of the recognised Trade Unions (currently UCU, UNITE, UNISON and EIS).
- Either side may be accompanied by a maximum (normally) of three advisers; it will normally be expected that either side notify the other with a minimum of one week's notice of the attendance of an adviser, and the purpose of that adviser's attendance.
- A quorum for CJNCC shall comprise four representatives from each side, provided that there is one representative from each of the four recognised Trades Unions.
- A Clerk, not being a member of the committee, to provide administrative support to the CJNCC.

The chair of the CJNCC will alternate between the management and union parties on an annual basis.

Members of the CJNCC are responsible for ensuring that they express the views of their respective parties and not that of personal opinion.

6.2 Meetings of the CJNCC

The CJNCC shall meet at a frequency agreed by both parties but usually not less than once every quarter, with meeting dates agreed at the start of the academic year.. Normally not less than 10 working days notice shall be given of a meeting, with the agenda and papers being circulated not less than seven working days before each meeting. In convening meetings, due consideration will be given to the workloads and commitments of staff members. Either Management or Union side can call for extraordinary/emergency meetings by giving at least seven working days notice.

Minutes of meetings of the CJNCC shall be distributed, once agreed by the Chair, within 14 working days of the meeting.

7. Reaching Agreement

The CJNCC will aim to reach agreement by consensus on the issues presented before it, fully exploring all options available. The method of reaching agreement may be as defined by the CJNCC particular to the issues in hand and may include, but not be limited to, options such as: general agreement, consensus, ranking of options, and voting. Agreement by the Trades Unions side can only be made where all the recognised Trades Unions are in agreement. Where an agreement is reached by consensus that is not unanimous, a period of review will be incorporated within the agreement in order for the CJNCC to confirm the agreement. Where significant differences remain and agreement cannot be reached recourse to the Dispute Resolution Procedure will be considered.

8. Variation, Duration and Termination

There shall be no variation to this agreement except by joint agreement after negotiation within the CJNCC. Any party wishing to propose a variation or amendment to this agreement must do so in writing to all parties giving at least three calendar months notice.

Any party may withdraw from this agreement by presenting 12 calendar months notice in writing to all the other parties.

9. Review

There shall be reviews of the operational effectiveness of this agreement every 12 months.

The initial review of this framework will be defined as an Agenda Item for the fifth meeting of the CJNCC as agreed by this framework.

The parties recognise that there may be occasions where national agreements change and in so doing may affect the CJNCC. All parties therefore agree that if national agreements change the CJNCC structure will be reviewed.

10. Dispute Resolution Procedure

Where negotiation, breaks down, it is accepted that there must be a procedure to enable further discussion. The following is the Dispute Resolution Procedure statement:

The parties to the negotiations at the Heriot-Watt University are committed to striving for agreed outcomes. If, exceptionally, these cannot be achieved, either the employers or the trade union(s) may invoke the following procedure:

Where all parties agree that it appears that all scope for progress through the normal negotiations has been exhausted, either the employers or any of the trade unions recognised at the University may give formal notice to all parties that it is applying this dispute resolution procedure.

Following receipt of such notification the parties will agree within seven working days on dates for at least two meetings to seek to resolve the dispute. Unless agreed otherwise, these meetings will take place within fourteen working days.

Attendance at these meetings will normally include regional officials and representatives of the trade unions in dispute, together with senior University officials and representatives of the University Court. The focus of these meetings will be on reaching a settlement of the issue(s) in dispute. Such settlement should also seek to include recommendations on how similar disputes might be avoided in the future.

Further meetings beyond this initial period may take place where it is agreed between the parties.

If it has not been possible to resolve the dispute through this series of meetings, the parties may consider calling on third-party assistance – normally ACAS -for mediation and conciliation. A decision on this should be taken within seven working days.

The Dispute Resolution procedure will be reviewed in line with any review of the CJNCC structure following any change to national agreements.

Outcomes from any stage in the procedure will be communicated by a jointly agreed statement.