



THE UNIVERSITY *of* EDINBURGH

## **Clerical Staff Procedure Agreement**

Procedure Agreement between the Court of the University of Edinburgh and the National and Local Government Officers Association, (NALGO) hereinafter referred to as The Parties, with respect to those staff in the Clerical Staff Category, employed by the University on its CC, CD, CH, CN, CS and CR Structures

Note: This agreement and the procedures therein, although written in the masculine gender, shall apply equally to employees of either sex.

### **Section 1 - General Principles**

1. It is the spirit and intention of the Agreement to foster the best possible relations between the parties and to this end to provide negotiation.
2. Both parties accept that the provision of this Procedure Agreement carries the obligation to arrange discussion under the machinery provided as quickly as possible with the aim of settling the issue as near as possible to the point of origin.
3. Reasonable facilities shall be granted for Union Representative to discharge their responsibilities under this Agreement. Details are given in Section Two of this agreement.
4. If a dispute arises, there shall be no stoppage of work, strike, lock out or any other industrial action by either party, until all the Disputes Procedures specified in this Agreement have been exhausted.
5. The trade unions concerned accept that inter-TUC union disputes shall not be the subject of industrial action at the University level but shall determined in accordance with inter-union procedures and decisions of the TUC.
6. The right of an employee, whether a member of trades union or not, to request a personal interview with the head of department or other appropriate officer of the University will be in no way limited by these arrangements.
7. The later sections of this Agreement provide separate procedures for the consideration of the following specific issues:-

Section Three - Collective Bargaining  
Section Four - Grievance and Disputes  
Section Five - Appeals against Grading  
Section Six - Discipline and Dismissals

and it is agreed between the parties that the most appropriate procedure will be used for each case at issue and that only that procedure will be used unless specific provision is made within it for the use of certain stages of another procedure.

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

## **Section Two – Facilities for Representation**

### **1. Time off for University and Trade Union duties**

The University will grant relief of time off with normal pay for trade union representatives to discharge their responsibilities under this agreement as follows:-

#### **A. Branch Officers**

- (i) Chairman
- (ii) Secretary
- (iii) Treasurer

- Half a day per week each for trade union duties.

#### **B. Area Representatives**

Subject to a maximum number to be agreed between the Association and the University through the Clerical Staff Negotiating Committee from time to time:-

- reasonable relief for their circumstances, subject to obtaining prior permission from the head of department or his nominee, which shall not be unreasonably withheld.

#### **C. Safety Representative**

- reasonable relief to allow them to carry out their functions as defined in the Code of Practice under the Health and Safety at Work, etc Act 1974.

#### **D. University and Joint Committee Members**

- sufficient to attend meetings called by the University of Edinburgh and such side meetings as are reasonably necessary for the performance of their committee duties.

#### **E. District, Divisional and National Union Committee Members**

- by prior agreement through the Clerical Staff Negotiating Committee.

## **F. Union Delegates**

- a maximum of two delegates for the duration of not more than two annual conferences per year.

## **G. General Meetings**

- General meetings of members of trade union matters will normally be held outwith working hours. In certain circumstances however, and by prior agreement, the University may permit the holding of such meetings during working hours without loss of pay for those attending.

These might include:-

- a. Voting in union elections for work-based representatives
- b. Report-back meetings on negotiations with management.

Such meetings would be arranged for a mutually acceptable time likely to cause the minimum interference with normal, work and would not be unnecessarily prolonged. The Union would undertake to leave at work such of its members as are necessary for safety or other essential operational reasons.

## **2 Conditions and Responsibilities**

a. Area Representatives are responsible within their allocated areas for the representation of the Union members in discussions with departmental management. Branch Representatives are responsible for the representation of members when discussion moves outwith the department, or when the Branch Officers consider the matter should be handled in this way.

b. These representatives shall be responsible for the investigation of grievances and complaints which have been made by members and use their best endeavours to see such grievance or complaint is satisfactorily settled according to the procedure in force at that time.

c. They shall also advise members where necessary as to their rights and responsibilities in connection with their employment, insofar as it applies to the circumstances of the case.

d. NALGO shall encourage its representatives to undertake training in their duties and responsibilities to enable them properly to discharge their functions. Where appropriate the University will co-operate in this training and provide reasonable time off from work for such training.

e. NALGO shall ensure that its representatives are appointed in accordance with the relevant official rules of the union of which NALGO shall inform the University from time to time.

f. NALGO shall notify the Director of Personnel of its area and branch representatives as soon as possible after their appointment until which time the person will be unable to act in the capacity.

g. The Director of Personnel shall accordingly acknowledge the appointment to the Association and to the individual within five working days.

h. NALGO shall also notify the Personnel Department as soon as possible when a representative ceases to hold office.

### **3. Access to University Premises**

Representatives of the Association will be afforded access to below.

#### **A. Full time Officials and Branch Officials**

By prior announcement and arrangement through the Personnel Department.

#### **B. Area Representatives**

Within the area they represent by prior announcement to the appropriate heads of department or their representatives.

#### **C. Safety Representatives**

As defined in the Code of Practice under the Health and Safety at Work, etc Act 1974.

### **4. Accommodation, Facilities, Service**

#### **A. University Branch Meetings**

University premises will be made available without charge for Branch meetings.

#### **B. Office Accommodation**

Use of an office will be given and normal office furniture. e.g. office desk, typewriter, office chair, stationery unit, heater.

#### **C. Office Telephones**

The University will supply on request an internal telephone, within the office provided to the Association, as a level 9 extension on the University's Exchange, without initial charge, but subject to a quarterly charge of an amount to be determined by the University.

This charge will cover internal calls within the University's network and external calls within the GPO Edinburgh Telephone Area. Other external calls, which will be arranged through the University Exchange will be subject to

normal call charges, plus advice duration and charge (ADC) fees where appropriate.

#### **D. Access to Telephones**

Area and Branch Representatives will be permitted to make internal calls in connection with their Association responsibilities within the University network free of charge; external calls will be arranged appropriate.

#### **E. Circulation/Postal Arrangements**

Internal circulation will be provided free of charge. Addressograph service will be made available at normal interdepartmental charge.

#### **F. Stationery/Printing/Xeroxing**

Provided at normal inter-departmental charge.

#### **G. Secretarial Assistance**

The University will not normally provide any secretarial help to the Branch. Requests will be considered exceptionally during major joint exercises.

#### **H. Notice Boards**

Use of approved notice boards will be allowed with separate sections where this is justified.

#### **I. Check-Off**

The University will provide facilities for the automatic deduction of Association dues at source for which service it reserves the right to levy a charge. For monthly paid staff this is currently 1 % of turnover.

### **5. Information**

The University will provide to the Association on request or by regular arrangements:-

#### **A. Current Staff Lists and Statistics**

N.B. Personal information will be provided only with authority from the individual.

#### **B. Staff Movement Lists and Statistics**

Appointments, transfers, resignations.

## **C. Financial Information**

Such financial information as is necessary and reasonably available for negotiating purposes.

## **D. University Publications**

University diaries will be supplied to Branch Officials; other University publications will be supplied where appropriate.

## **6. Training**

Paid leave will be given to attend approved courses of training in Union duties to accredited Union Representatives by prior arrangement through the Personnel Department.

The University will co-operate in providing training for employee representatives where appropriate.

## **Section Three- Collective Bargaining**

1. The University recognises the National and Local Government Officers Association under the Spheres of Influence Agreement concluded between the Universities' Committee for Non-Teaching Staffs and the Trades Union Congress in 1970, and as subsequently amended, as being the only trade union appropriate for the recruitment and representation of University clerical, secretarial, library and related administrative staffs.

2. In addition the University Court has agreed to negotiate and consult with the Edinburgh University branch of NALGO on all future changes in the conditions of employment of clerical staff with the exception (other than for interpretation and application) of matters which are negotiated centrally through the Central Council for Non-Teaching Staffs in Universities and its Joint Committee for Clerical, Secretarial and Related Administrative Staffs.

3. If a dispute arises, no alteration shall be made by the University in the conditions of employment at issue until all the Disputes Procedures specified in this Agreement have been exhausted.

4. In providing machinery for the consultation and negotiation of matters of mutual concern and for the regulation of arrangements between them the parties have agreed to operate a Clerical Staff Negotiating Committee, the constitution of which is shown below.

### **Constitution of the Clerical Staff Negotiating Committee**

#### **1. Name**

The name shall be the Clerical Staff Negotiating Committee.

## **2. Remit**

The Committee has been set up to consider matters of relevant interest to clerical, secretarial, library and related administrative staff paid on the Clerical structures specified in the heading to the Procedure Agreement.

- a. to receive such information from the University and NALGO as is necessary for negotiation and consultation,
- b. to negotiate on such matters relating to conditions of service and to recommend for approval by the Staff Committee of the University Court and by the Union Branch agreements reached concerning these, and by the Union Branch agreements reached concerning these, and
- c. to consult on any other such matters raised by either party.

The Committee shall not be concerned with any matters which are subject to national negotiation through UCNS, but in appropriate circumstances agreements.

The Committee shall not be competent to discuss matters relating to an individual employee currently subject to the grievance, or disciplinary procedures other than as specified in those procedures.

## **3. Membership and Administration**

The committee shall consist of two sides, the membership within the sides being as follows:-

### **A. Staff Side**

The National and Local Government Officers' Association shall be entitled to have up to four lay representatives in attendance at any meeting of the CSNC,

### **B. Management Side**

The Staff Committee of the University Court shall be entitled to have up to four representatives in attendance at any meeting of the CSNC.

Each side shall be entitled to have in attendance at any meeting one additional representative in an advisory capacity. Additional persons can be admitted by agreement between the joint secretaries.

Each side shall have the right to withdraw to a separate location for private consultation on the subject under discussion.

The convenership of the committee shall alternate between the sides at a frequency to be agreed by the committee.

The Office of the Secretary to the University shall provide administrative support for the committee.

#### **4. Voting Arrangements**

Voting shall be by sides. The members defined under sections 3a and b shall be entitled to vote within their own side.

#### **5. Failure to agree**

If the committee fails to agree on any matter for negotiation before it, the matter will be referred for settlement through the relevant stages of the disputes procedure. (Section Four)

#### **6. Meetings**

A meeting of the committee will normally be held once in each University term.

At the request of either side, additional meetings may be held provided that three weeks written notice is given.

With the agreement of both sides emergency meetings may be held at shorter notice.

#### **7. Agenda**

Items to be included on the Agenda shall be submitted by either side at least two weeks before the meeting. The agenda shall be circulated to members of the committee not less than seven days before the meeting. Items submitted for the Agenda shall be defined in sufficient detail for the purpose of their inclusion to be clear.

#### **8. Minutes**

Draft minutes of a meeting shall be circulated not later than three weeks after the meeting to those in attendance.

#### **9. Alteration to the Constitution**

Alterations to the Constitution of the Committee can be made at any meeting convened in accordance with Section 6 above, in accordance with the other provisions of this Constitution.

### **Section Four- Grievances and Disputes**

#### **1. Individual Issues**

a. Normally an employee with a personal grievance relating to the terms or conditions of employment will discuss the matter personally with his



immediate superior in the first instance. A reply to the grievance shall normally be made within five working days.

b. If an employee is not satisfied with the outcome of this initial discussion he should raise the grievance in writing with his head of department, who will arrange to meet the employees soon as possible when he may be accompanied, if desired, by his appropriate departmental representative to seek to resolve the matter. This stage of the procedure should be completed within a period of ten working days.

c. If the issue is not thereby resolved the matter should be brought to the attention of the University Personnel Officer and to the officer of the Association appointed for this purpose for consideration. This stage of the procedure will normally be completed within a period of not more than fifteen working days from the notification of these parties.

d. If the issue is still not resolved, notification in writing should be given to the Personnel Officer in order that the matter may be submitted to the Clerical Staff Negotiating Committee, in accordance with the calling arrangements for that committee.

e. If the issue is still not resolved the parties may mutually agree to refer it for resolution as described under Section 4.

### **General**

f. Where an employee's grievance relates either to his immediate supervisor or head of department as defined for this section of the procedure, the stage in the procedure involving the holder of that function may be omitted.

g. The chain of command for the purposes of this procedure will be made available within each department.

### **2. Department or Group Issues**

In the event of an issue arising affecting a group of staff in a department of the University, the following procedure shall be used:-

a. It shall be raised in the first instance by the area representative with the head of department and, if appropriate, a representative of the University Administration. This meeting will be arranged and the outcome made known normally within ten working days.

b. If the issue is not thereby resolved the matter should be brought to the attention of the University Personnel Officer and to the Officer of the Association appointed for this purpose for consideration. This stage of the procedure will normally be completed within a period of not more than fifteen working days from the notification of these parties.

c. If the issue is still not resolved notification in writing should be given to the Personnel Officer in order that the matter may be submitted to the Clerical Staff Negotiating Committee, in accordance with the calling arrangements for that committee

d. If the issue is still not resolved the parties may mutually agree to refer it for resolution as described under Section 4.

### **3. Collective Issues**

When issues are of general application affecting some or all of the groups of staff within the category of staff covered by this Agreement they shall be raised in the first instance by the Branch Secretary and/or the full\_time District Officer of the Association, with the University Personnel Officer.

a. The matter shall then be referred either for resolution by the Association and the University Personnel Officer or negotiation through the Clerical Staff Negotiating Committee. An overall time limit normally of fifteen working days shall be set to cover consideration and response under this section of the procedure.

b. If the issue is still not resolved the parties may mutually agree to refer it for resolution as described under Section 4.

### **4. Procedure for Disputes not resolved within the University Machinery**

If after the procedures outlined above have been exhausted and settlement has not been reached, the University's and the Association's representatives shall meet within ten working days to consider the possible use of ACAS (the Advisory, Conciliation and Arbitration Service) or in the failure of such agreement to refer the dispute to the appropriate machinery within UCNS.

## **Section Five – Appeals against Grading**

### **1. Individual Right of Appeal**

If an employee is dissatisfied with the decision of the University at the annual review concerning an application for regrading on the grounds of increased duties and responsibilities, then he may apply in writing within three weeks to the Personnel Officer to have his case considered by a joint appeals panel as set out below.

### **2. Joint - Membership**

The appeals panel shall consist of up to six members constituted as follows:-

- a. Up to three members nominated by the University.
- b. Up to three members nominated by the Association.

Members of the panel shall not be drawn from persons directly connected with the appellant or his department.

### **3. Procedure for Appeals**

#### **(I) Persons involved in the Hearing**

- a. The appellant may be accompanied by a colleague or trade union representative.
- b. The University will be represented by a Senior member of the Personnel Department, who may have a colleague in support.
- c. The Head of Department or his nominee should be available as a witness.
- d. Certain other persons with direct knowledge of the post, having been agreed between the parties prior to the hearing, may be available as witnesses to assist in the hearing.
- e. A member of the joint appeals panel shall act as convener. Normally this duty will alternate between the sides for each group of hearings.

#### **(II) Hearing of the Appeal**

- a. The parties defined in (i) a and b shall be present throughout the hearing of the appeal.
- b. The appellant or his representative shall present his case to the panel, either orally or in writing, and shall have the opportunity to submit documents and question witnesses (including the appellant where the representative is presenting).
- c. The University's representative shall present the University's case, either orally or in writing, and shall have the opportunity to submit documents and question witnesses, including the appellant.
- d. The members of the appeal panel shall have the opportunity to ask further questions of the appellant, witnesses or representatives.
- e. The University representative may make a brief final submission to the panel.
- f. The appellant, or his adviser, may make a brief final submission to the panel.

#### **(III) Consideration of the Appeal**

- a. The panel will then consider its decision after all other parties have withdrawn, voting will be by sides.

- b. The decision of the Appeals panel shall be binding on both parties.
- c. If the Joint Appeals Panel fails to reach an agreement on a case, the Union may within three weeks request in writing its submission to an Appeals Arbitration Board, as below.

#### **4. Appeals Arbitration Board - Composition**

The Appeals Arbitration Board shall consist of three members constituted as follows:-

- a. One member nominated by the University
- b. One member nominated by the Association
- c. One member, who shall act as convener, acceptable to both parties.

MEMBERS OF THE BOARD SHALL NOT BE DRAWN FROM PERSONS directly connected with the case to be considered, however members of the joint appeals panel shall not be in-eligible for membership

#### **5. Appeals Arbitration Board - Procedure**

- a. Both parties shall present a written statement of case to the Board, supported by all the original documents.
- b. The Board may, if it wishes, call witnesses who may at their discretion be accompanied by an adviser.
- c. The majority decision of the Board, all members having one vote, shall be final.

#### **6. Coverage**

Although these procedures are written throughout in the masculine gender they apply to persons of either sex.

#### **Review**

This policy/document was originally produced by HR in 1988.

#### **Alternative**

If you require this document in an alternative format please contact CorporateHR@ed.ac.uk or telephone 0131 650 8127.