



THE UNIVERSITY *of* EDINBURGH

PROCEDURAL AGREEMENT

between

**THE UNIVERSITY COURT OF THE UNIVERSITY OF
EDINBURGH**

and

THE EDINBURGH ASSOCIATION OF UNIVERSITY TEACHERS

1. It is the spirit and intention of this Agreement to foster the best possible relations between the University Court of the University of Edinburgh (herein referred to as “the University Court”) in its role of employer and the Edinburgh Association of University Teachers (herein referred to as “the Association”). Both bodies have a common interest in advancing University education and in providing terms and conditions of employment for staff which will promote this aim. To this end the Association recognises the responsibility of the University for the planning, organisation, and administration of each Faculty and Department therein; while the University Court recognises the responsibility of the Association to represent the interests of its members in all aspects of terms and conditions of employment.

Scope of Agreement

2. This Agreement covers members of the academic and related staff of the University who fall within the following categories:
 - (1) Full-time members of the teaching staff;
 - (2) Full-time members of the senior administrative, senior library, senior computing, and graduate research staff who hold appointments on scales and conditions analogous to those applied to staff covered by (1) above;
 - (3) Full-time graduate or professionally-qualified staff in any post carrying membership of the Federated Superannuation System for Universities;
 - (4) Part-time staff who, If they had been full-time, would have fallen under one of the categories (2) to (3) above, and whose appointments satisfy one or more of the following criteria:
 - (i) carrying membership of the Federated Superannuation System for Universities;
 - (ii) carrying a salary with a recognised relationship to a full-time salary;
 - (iii) providing the member of staff with his principal means of livelihood.

Sole Bargaining Agent

3. The University Court hereby recognises the Association as sole bargaining agent as defined by Section 44 (c) of the Industrial Relations Act 1971, in respect of the categories of academic staff specified in Section 2 above.
4. The University Court agrees that, before implementing alterations to contractual conditions of service or changed in established practices affecting the livelihood of academic staff covered by Section 2 above, it will, with the Association resolve any consequent issues through the negotiating procedure set out below.

Joint Consultative and Negotiating Committee

5. A Joint Consultative and Negotiating Committee shall be set up (hereinafter referred to as "the J.C.N.C.")
 - (a) to receive such regular information from the University and the Association as is necessary for effective negotiations and consultation;
 - (b) to negotiate on collective or individual issues, it being understood that any agreement reached by the J.C.N.C. may include a clause stating that such agreement will become effective only on ratification by the University Court and the association;
 - (c) to consult on any matters raised by either party.

Collective Issues

6 (a) The J.C.N.C. shall negotiate on local collective conditions and customary practices, including:

1. Staff duties.
2. Salaries and the implementation of scales insofar as the University Court has a discretion.
3. Superannuation arrangements insofar as the University Court has a discretion.
4. Arrangements for leave of absence, sick leave, and maternity leave.
5. Grievance procedure.
6. Staff disciplinary procedures
7. Physical conditions of working.
8. Provision for in-service training.
9. Principles governing the procedures under which appointments are made and terminated and under which promotions or moves beyond an efficiency bar are made.
10. General problems of redundancy and redeployment.

6(b) The J.C.N.C. shall be entitled to discuss and to make representations on such matters as:

1. Staff amenities
2. Future plans, changes of policy and in academic government insofar as they may lead to issues which would be the subject of negotiation under Section 6(a) above.

The University Court shall endeavour to consult the J.C.N.C. on such matters, with a view to the Association's opinions being clearly ascertained before final decisions are taken by the University.

Grievance Procedure

7. The Grievance Procedure has as its basic aim the provision of an informal process of conciliation which runs parallel to and not as a substitute for other University procedures.
- (a) Any individual issue with which an employee is directly concerned must be raised in the first instance by him or the Association, with his Head of Department or, in the case of a member of the non-academic staff, with the person who contractually determines his duties.
- (b) If the matter remains unsettled, it may be raised by the individual or the Association with the Dean of the faculty or appropriate member of the University Administration.
- (c) Where the issue has not been resolved in terms of sub-Sections (a) and (b) above, a meeting of the J.C.N.C. shall be convened on the written request of an officer of the Association or nominated representative of the University, and such a meeting will be held within fourteen days of such a request.
- (d) Any employee shall have the right to represent his case in writing or in person before the J.C.N.C. while his case is under consideration by the Committee.
- (e) In the event of failure to agree on such an issue at the meeting of the J.C.N.C., there shall lie a final right of appeal by the employee of the University Court.

Composition of Joint Consultative and Negotiating Committee

8(a) The J.C.N.C. shall consist of:

- (i) Four members nominated by the University Court who shall not be officers or officials of the Edinburgh Association of University Teachers.
- (ii) Four representatives of the Association who shall be employees of the University or officers or officials of the Association of University Teachers.
- (b) Each party shall nominate a joint chairman.
- (c) Subject to the prior agreement of the chairmen on each occasion, either side may be accompanied by advisers.
- (d) Three representatives from each side shall form a quorum.
- (e) The J.C.N.C. shall normally meet once per term. Additional meetings may be called at the request of either party. Normally not less than one week's notice of a meeting shall be given, together with a statement of the topics to be discussed.

Arbitration

9. Should the J.C.N.C. not find it possible to resolve any issue on which it negotiates, that is to say if there is no resolution to which a majority of the members present on each side is willing to subscribe, then
- (a) The University Court and the E.A.U.T. Committee shall be informed of the position reached on the J.C.N.C.

(b) The matter may be referred by either side to an independent arbiter acceptable to both sides, or to any other form of arbitration so acceptable.

Facilities

10. Facilities shall be accorded to the Association and its officers on the lines envisaged in C.I.R. Report No. 17 entitled "Facilities afforded to Shop Stewards" and endorsed in the code of Industrial Relations practice.

11. The University Court shall grant the Honorary Secretary of the Association reasonable relief from his University duties during the period he holds office and shall give sympathetic consideration to any request that his Department be provided with temporary teaching assistance during that period. The Association shall, as far as practicable, give the Head of Department equivalent notice of the appointment of a member of his staff to the post of Honorary Secretary as would be required in the case of resignation from his academic post. Departments shall be encouraged to give recognition in the allocation of departmental duties to any employee who is a member of the Association and who holds the office of President or Treasurer for the time being or who is for the time being an officer of the National Association. The tour of duty of these officers shall be recognised as qualifying the employee under the terms of the criteria for promotion within the University.

12. The University shall as soon as is practicable make arrangements to deduct the annual subscription to the Association from the salary of a member of staff who is a member of the Association and who has authorised this to be done by a written mandate signed by him. The University shall be entitled to make an annual charge for this service.

13. The disclosure of information relating to individual members of staff by the University Administration will be made subject to the general rules adopted by the University governing the disclosure of personal information relating to members of staff.

New Staff

14. The university on engagement of a member of staff eligible to transfer to or join the Association, shall inform the member that the Association is the sole bargaining agent for a specified group of members of staff which includes him. The University shall also intimate to the Secretary of the Association the name, departmental address, and employment in the University of the new member of staff.

15. The University Court Shall advise all Heads of Departments and Deans of Faculties of the terms of this Agreement, prior to its commencement or as soon as possible thereafter.

Status of Agreement

16. It is hereby agreed that the provisions of this Agreement or any of them are not intended to constitute a legally enforceable contract or a series of such contracts, unless the parties subsequently so agree.

Period of Agreement

17. This agreement shall commence on the First day of October, Nineteen hundred and seventy-three and shall continue in force until twelve month's written notice of termination by given by either party Amendments to this Agreement may be made with the consent of both parties.

IN WITNESS WHEREOF these present are signed on behalf of the Edinburgh Association of University Teachers at Edinburgh on the Fourteenth day of March, Nineteen hundred and seventy-four by Harold Dickson, president, and George Hammersley, Joint Honorary Secretary, and are executed

on behalf of the University Court, in terms of Ordinance No . 171, at Edinburgh on the Eighteenth day of said month and year last mentioned.

ANDREW C. ROSS

Member of the University Court

CHARLES H. STEWART

Secretary to the University

HAROLD DICKINSON

President E.A.U.T.

GEORGE HAMMERSLEY

Joint Honorary Secretary E.A.U.T.

MARCH 1974