



THE UNIVERSITY *of* EDINBURGH

Manual Staff Procedure Agreement

Procedure Agreement between the Court of the University of Edinburgh and the National Union of Public Employees with respect to those staff in the Manual Staff Category employed by the University on its MG and MR Structures

Note: Although this agreement is written in the male gender it shall apply equally to either sex.

A. General Principles

1. It is the spirit and intention of the agreement to foster the best possible relations between the University and the National Union of Public Employees and to this end to provide a mutually understood method of discussion, consultation and negotiation.
2. All conditions of employment shall be covered by this machinery with the exception (other than for their interpretation and application) of matters which are negotiated centrally through the Central Council for Non-Teaching Staffs in Universities and its Joint Committee for Manual Staffs.
3. Both the University and the Union 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.
4. Reasonable facilities shall be granted for Union Shop Stewards to discharge their responsibilities under this Agreement. Details are given in Section C of this Agreement.
5. If a dispute arises, there shall be no stoppage of work, strike, lock out or any other industrial action by either party and 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.
6. The trades unions concerned accept that inter-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.
7. The right of an employee, whether a member of a 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.

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.

B. Grievance Procedure

1. Individual Procedure

a. Normally an employee with a personal grievance relating to the terms or conditions of employment will discuss the matter personally with his immediate supervisor 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 employee as soon as possible when he may be accompanied, if desired, by his appropriate shop steward to seek to resolve the matter. This stage of the procedure will normally be completed within a period of not more than ten working days.

c. If the issue is not thereby resolved the matter should be brought to the attention of the University Human Resources Adviser/Manager and to the official of the Union appointed for this purpose for consideration. This stage of the procedure will normally be completed within a period of not more than fifteen days from the notification of these parties.

d. If the issue is still not resolved, notification in writing should be given to the Human Resources Adviser/Manager in order that the matter may be submitted to the Manual Staff Negotiating Committee, in accordance with the calling arrangements for that committee.

e. If the issue is still not resolved the matter will be submitted to the Staff Committee of the University Court, or a sub-committee thereof, according to the arrangements for that body.

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

General

g. 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 the function may be omitted.

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

2. Departmental 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 shop steward 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 Human Resources Adviser/Manager and to the official of the Union appointed for this purpose for consideration. This stage of the procedure will normally be completed within a period of not more than fifteen days from the notification of these parties.
- c. If the issue is still not resolved, notification in writing should be given to the Human Resources Adviser/Manager in order that the matter may be submitted to the Manual Staff Negotiating Committee, in accordance with the calling arrangements for that committee.
- d. If the issue is still not resolved the matter will be submitted to the Staff Committee of the University Court, or a sub committee thereof, according to the arrangements for that body.
- e. 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 Human Resources Adviser/Manager.

- a. The matter shall then be referred either for direct negotiation between the Union and the University Human Resources Adviser/Manager or through the Manual Staff Negotiating Committee. An overall time limit normally of fifteen days shall be set to cover consideration and response under this section of the procedure.
- b. If the issue is still not resolved the matter will be submitted to the Staff Committee of the University Court, or a sub committee thereof, according to the arrangements for that body for that body.
- c. 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 settlement has not been reached, the University's and the Union'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.

C. Official Representatives Facilities and Responsibilities.

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 Officials

- (i) Branch Chairman
- (ii) Branch Secretary where they are employed
- (iii) Minute Secretary by the University of Edinburgh.

half a day per week each.

b. Union Shop Stewards

Subject to a maximum number to be agreed between the Union and the University from time to time:-

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

c. Official Collectors

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

d. Safety Representatives

reasonable relief to allow them to carry out their functions as defined in the Code of Practice under HASAWA 1974.

e. 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.

f. Regional, Divisional and National Union Committee Members

to be reviewed.

g. Union Delegates (Not more than 2)

for the duration of not more than two annual conferences per year.

2. Conditions and Responsibilities

a. Shop Stewards 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 procedures in force at that time; to this end the University will give such time off as is reasonably necessary (see Section 1)

b. Shop Stewards shall advise employees where necessary as to their rights, responsibilities and duties in connection with their employment.

c. The National Union of Public Employees shall encourage shop stewards to undertake training in their duties and responsibilities to enable them properly to discharge their function. Where appropriate the University will co-operate in this training and provide reasonable time off from work for such training (see Section 6)

d. The union shall ensure that shop stewards are elected in accordance with the relevant official rules of the union of which the union shall inform the University from time to time.

e. The union shall notify the University Human Resources Adviser/Manager of the shop stewards as soon as possible after their election, until which time the person will be unable to act in that capacity.

f. Human Resources shall accordingly acknowledge to the union and to the individual within five working days.

g. The Union shall also notify the Human Resources Adviser/Manager as soon as possible when a shop steward ceases to hold office.

3. Access to University Premises

Representatives of the Union will be afforded access to appropriate University premises at all reasonable times as defined below.

a. Full Time Officials and Branch Officials

By prior announcement and arrangement through Human Resources.

b. Shop Stewards

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

c. Official Collectors

Reasonable access to members for collection purposes by prior arrangement with own supervisor and other supervisors within their area.

d. Safety Representatives

As defined in the Code of Practice under HASAWA 1974.

4. Accommodation Facilities Services

a. Union Meetings

University premises available at usual charges for Union Branch concession.

b. Office Accommodation

Use of office and normal office furniture, office desk, typewriter, office chair, stationery unit, heater.

c. Office Telephone

The University will supply on request an internal telephone, within the office provided to the union, 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 and Duration and Charge fees where appropriate.

d. Access to Telephones

Shop Stewards will be permitted to make internal calls in connection with their Union responsibilities within the University and from the University to the Union's Edinburgh Office free of charge; other external calls at call charge through exchange.

e. Circulation/Postal Arrangements

Internal circulation free of charge. Addressograph at inter-departmental 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, with separate sections where this is justified.

i. Check-Off

The University will provide facilities for the automatic deduction of union dues at source for which service it reserves the right to levy a charge. For monthly-paid staff this is currently 2 % of turnover.

5. Information

The University will provide to the Union on request or by regular arrangement:-

a. Current Staff Lists

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 reasonably necessary and available for negotiating purposes.

d. University Publications

University diaries to 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 shop stewards and branch officials by prior arrangement through the Personnel Office.

The numbers to be released on any one occasion will be agreed mutually.

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

Review

This Policy/document was originally produced by Human Resources in 1988.

Alternative Format

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