



Technical Staff Procedure Agreement

Procedure Agreement between the Court of the University of Edinburgh and the Manufacturing, Scientific and Finance Union, hereinafter referred to as The Parties, with respect to those staff in the Technical Staff Category employed by the University on the Technical Staff Structures

Section One - 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 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 Representatives 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 trades union 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.
6. 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.
7. The later sections of this Agreement provide separate channels of consideration of the following specific issues:-

Section Three - Collective Bargaining

Section Four - Grievances and Disputes

Section Five - Appeals against Grading

Section Six - Discipline and Dismissals. This is published as a common procedure under Disciplinary Policy and Procedure (Non-Teaching Staff)

and it is agreed between the parties that the most appropriate channel will be selected in each case at issue and that only that channel will be used unless

specific provision is made within that section 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.

9. Although this Agreement is written in the masculine gender, it shall apply equally to persons of either sex.

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 and Group Officers

(i) Group Chairman (ii) Group Secretary (iii) Branch Treasurer

- Half a day per week each

b. Departmental and Group Representatives

Subject to a maximum number of six group representatives and a number of departmental representatives to be agreed between the Union and the University from time to time:-

- Reasonable relief from their circumstances, subject to obtaining real permission from the head of department or his nominee, which shall not be unreasonably held.

c. Safety Representatives

- Reasonable relief to allow them to carry out their functions as defined in the Code of Practice under Health and Safety at Work 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. Regional, Divisional and National Union Committee Members

- By prior agreement through the Technical Staff Negotiating Committee.

f. Union Delegates

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

g. General Meetings

- General Meetings of members on 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, and without charge for use of premises. 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 there essential operational reasons.

2. Conditions and Responsibilities

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

b. Group and/or Departmental 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 grievances or complaints are satisfactorily settled according to the procedures in force at that time.

c. Group and/or Departmental Representatives shall advise members where necessary as to their rights, responsibilities and duties in connection with their employment.

d. The Association of Scientific, Technical and Managerial Staffs shall encourage its representatives 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.

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

f. The Union shall notify the University Personnel Officer of its Group and Departmental Representatives as soon as possible after their appointment, until which time the person will be unable to act in that capacity.

g. The Personnel Department shall accordingly acknowledge the appointment both to the Union and to the individual within five working days.

h. The union 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 Union will be afforded access to appropriate University premises at all reasonable times as defined below.

a. Full-Time and Group Officers

By prior announcement and arrangement through the Personnel Department.

b. Department Representatives

Within the area they represent.

c. Safety Representatives

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

4. Accommodation, Facilities, Service

a. Union Meetings

University premises will be made available at affiliated body charges where appropriate for Union Group meetings.

b. Office Accommodation

Use of office and normal office furniture, e.g. 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 of 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 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 Telephone

Group and Departmental Representatives will be permitted to make internal calls in connection with their Union responsibilities within the University free of charge; external calls will be arranged at call charge through the 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 normally provide no secretarial help to the Group 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. This is currently 1.25% of turnover.

5. Information

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

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 reasonably necessary and available for negotiation purposes.

d. University Publications

University diaries to be supplied to Group officials; other University publications will be supplied where appropriate.

6. Training

Paid leave will be given to attend approved course of training in Union duties to accredited Group and Department representatives by prior arrangement through the Personnel Department.

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

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

Section Three- Collective Bargaining

1. The University recognises the Manufacturing, Scientific and Finance Union 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 technical staff, other than under the preservation arrangements members.

2. In addition the University Court has agreed to negotiate and consult with the Edinburgh University branch of MSF on all future changes in the conditions of employment of technical staff structures 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 Committees for Technical and Computer Operating Staffs, and in the case of MLSOs those negotiated through Whitley Council Committee B.

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 consideration of matters appropriate for consultation or negotiation the parties have agreed to operate a Technical Staff Negotiating Committee, the constitution of which is shown below.

Constitution of the Technical Staff Negotiating Committee

1. Name

The name shall be the Technical Staff Negotiating Committee.

2. Remit

The Committee has been set up to consider matters of relevant interest to technical staff employed by the University on its technical staff structures and,

- a. to receive such information from the University and MSF 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 Technical Staff Committee 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 Association of Scientific, Managerial and Technical Staffs shall be entitled to have up to three representatives in attendance at any meeting of the Technical Staff Negotiating Committee.

b. Management Side

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

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 Chairman of the Committee who shall not have a casting vote, shall be nominated by each side on an alternative basis.

4. Voting Arrangements

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

5. Failure to agree

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

6. Meetings

The Committee shall normally meet twice in each University term.

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

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

7. Agenda

Items to be included in the agenda shall be submitted by either side to the Personnel Department at least one week before a meeting. The agenda shall be circulated to members of the Committee not less than three 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 members who were in attendance.

9. Alteration of the Constitution

Alterations to the Constitution of the Committee can be made at any meeting convened in accordance with Section 5 above, in accordance with the other provisions of this Constitution.

Section Four - Grievances & 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 supervisor in the first instance. A reply to the grievance shall normally be made within three working days.
- b. If an employer 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 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 Union 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 Technical Staff Negotiating 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. 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 departmental 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 Union 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 Technical 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 or Group Secretary and/or the local full-time official of the Union, with the University Personnel Officer.

a. The matter shall then be referred either for resolution by the Union and the University Personnel Officer or negotiation through the Technical 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 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 Association's representatives shall meet within ten working days to consider the possible use of ACAS (the Advisory, Conciliation and Arbitration Service) or the appropriate machinery within UCNS.

5. In the event that no such jointly agreed course is decided upon, either party may choose to refer the dispute unilaterally to one of these bodies.

Section Five – Appeals against Grading

1. Individual Right to Appeal

Where an employee is dissatisfied with the decision of the University on regrading, he/she may apply in writing within three weeks to the Director of Personnel to have his/her case considered by the Technical Staff Negotiating Committee which will act as a Joint Appeals Panel.

2. Joint Appeals Panel - Procedure

The Joint Appeals Panel may consider the case on the basis of its own knowledge of the situation and the documentary evidence submitted.

However by decision of either side of the Panel the appellant may be invited to be present, in which case the following procedure will be observed:-

- a. The Appellant may be accompanied by an adviser who may assist in the presentation of his case.
- b. The University may likewise have one representative, who may be accompanied by an adviser.
- c. The hearing of the case shall be carried out in the presence of all the above parties.
- d. The panel will consider its decision after all other parties have withdrawn.

The decision of the panel shall be binding on all parties.

3. Failure to Agree

If the Panel fails to reach an agreement on a case before it, the Staff Side if it so decides, may within three weeks request its submission to an Appeals Arbitration Board constituted as below:-

4. Appeals Arbitration Board - Membership

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

- a. One member nominated by the University, who shall not be an employee of the University of Edinburgh.
- b. One member nominated by the Association, who shall not be an employee of the University of Edinburgh.
- c. One member, who shall act as convener, acceptable to both parties.

5. Procedure

- a. Each party 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.

Section Six – Discipline and Dismissals

1. General

The parties agree on the need to establish a procedure to ensure fair treatment of employees who become liable to disciplinary action, because of misconduct or poor work performance. The intention is to provide a proper mechanism to ensure that disciplinary action will only be implemented after the fullest consideration of the facts by those involved, and to allow employees who are subject to discipline the opportunity, if they so wish, to have an appeal considered by others not directly involved in the application of the discipline.

These procedures shall apply to all members of the non-teaching staff whether employed in established posts or posts for limited periods but excluding:-

a. employees during their probationary period of service or with less than 26 weeks' service

b. the termination of employment:

(i) of employees over normal retirement age provided that the normal retirement terms and procedures are applied (ii) on the grounds of redundancy (iii) at the expiry of a fixed term contract

2. Disciplinary Procedure

a. Oral Warning

It will normally have been expected that an employee whose work performance and/or conduct is considered to have been unsatisfactory will have been warned orally by his immediate supervisor. In the event of such warning not having the desired effect or where the matter is of a more serious nature, the following formal procedure will be adopted.

b. Interview/Written Warning

An interview will be arranged and the employee informed that he may be accompanied by his union representative or colleague for the purpose of making a statement to his Head of Department (or his nominee). If a formal warning is considered necessary by the University the employee shall be informed by his Head of Department in writing of the improvement expected in his work performance and/or general conduct, and the procedure and consequences to which he will be liable in the absence of the required improvement. In the case of minor offences this warning shall be noted on the employee's record for a period to be decided at the time. All warnings shall be disregarded after a period of three years. The employee will be asked to acknowledge in writing the warning letter, and will be informed simultaneously of his right to appeal, how to make it and to whom. A copy of the warning letter will be given to the employee's representative if requested.

c. Final Warning

In the event of the employee failing to respond to the formal warning given above, the matter will be referred by the Head of Department to the Personnel Officer. Thereafter the same procedure set out in the preceding paragraph shall be followed which may lead to a second formal warning.

d. Formal Discipline

Failure by the employee to respond to those warnings shall make him liable to formal disciplinary action. The Personnel Officer shall inform the employee in writing of the disciplinary action being taken, which may include dismissal, and of his right to appeal. The employee will be asked to acknowledge in writing receipt of the disciplinary letter.

e. Minor Offences

Repeated minor offences may also amount to a major offence warranting disciplinary action.

f. Appeals against Formal Warnings

An employee who wishes to appeal against a formal warning should notify his Head of Department accordingly within twenty-one days of receipt of the warning unless there are specific circumstances which would make the limitation unreasonable. The employee, accompanied if he so wishes by his trade union representative or a colleague, will then be interviewed by his Head of Department or his nominee and a representative of the Personnel Department, and given adequate opportunity to explain or defend himself.

3. Summary Dismissal

a. In the event of gross misconduct or serious breach of contract, the University has the right to dismiss summarily and the decision to do so will be notified in writing by the Personnel Officer. However, in these circumstances, before a decision is taken the employee may be suspended by his Head of Department or his nominee for up to one week on full pay pending an investigation by the University.

b. The employee shall be advised that he may be accompanied by his union representative or colleague for the purpose of making a statement at this investigation.

c. If after investigation by the University the decision is taken to dismiss the employee then the Personnel Officer shall confirm the decision to dismiss in writing immediately. An appeal may be made after the employee has left the University in accordance with Section 4.

4. Appeals against Formal Disciplinary Action

a. An employee shall have the right to appeal against formal disciplinary action and the University should ensure that the employee is informed of his rights and the procedure to be followed, including the relevant provisions of the Trade Union and Labour Relations Act 1974, and other related legislation.

b. An employee who wishes to appeal against disciplinary action should submit in writing notice of appeal to the Personnel Officer within fourteen days of receipt of the written notice of disciplinary action unless there are specific circumstances which would make this limitation unreasonable.

c. Where disciplinary action has taken the form of dismissal notice, the appeal procedure should be carried out during the period of notice. In the case of dismissal with pay in lieu of notice, the period would be that which constituted the period of notice for the individual concerned.

d. The appeal shall be considered by a committee comprising three "management" representatives from a level of management not previously involved in the case. The employee shall be advised that he may be accompanied by his union representative or a colleague for the purpose of presenting his case. A fuller procedure for the conduct of hearings is printed separately in Section 6.

e. Where an appeal against disciplinary action is upheld, reference to it shall be expunged from the employee's record and he shall be notified accordingly in writing.

5. Special Arrangements

a. Trade Union Officers

The steps set out in Paragraphs 2 and 3 of this procedure apply equally to trade union officials (i.e. accredited Branch or Group officers and shop stewards, area or departmental representatives) but apart from the oral warning stage no other action should be taken until the circumstances of the case have been discussed with the senior union officer employed by the University and the Personnel Officer.

b. Staff Working Nightshift

In the event of a disciplinary matter arising during an out-of-hours shift or at other times when no one is present who would be authorised to take disciplinary action, the senior supervisor in attendance shall, if he considers the matter can not be deferred reasonably for normal consideration, have the authority to suspend the employee concerned on full pay pending an investigation by a senior member of the Department Staff.

c. Staff With Less Than 26 Weeks' Service (or during probationary service)

The University recognises that new employees require time to adjust to their new jobs, and that it is its function to provide adequate induction and on-the-job training to facilitate this adjustment. While these procedures do not apply to staff during the first 26 weeks of service the following guidance should be followed in such cases.

Work Performance It is the University's policy to monitor the progress of new employees carefully, and especially in the first few months of service. If an employee has difficulty in achieving a satisfactory work performance, he should first be counselled by his supervisor or manager, the clear intention being to identify problem areas and suggest ways of improvement. This counselling interview should be carried out as early as necessary in the employment. If work performance does not improve, the employee should again be interviewed and told of the areas in which his performance needs to improve. He should also be informed that failure to achieve the necessary standards will result in dismissal.

Misconduct In cases of minor misconduct, an investigation should be carried out, and if on the established facts disciplinary action appears necessary, the employees should be interviewed and warned as to his future behaviour. A more serious view will be taken if the employee's work performance is also not up to the required standard, and the employee should be made clearly aware that recurrence will lead to dismissal. In cases of gross misconduct, the employee is liable to summary dismissal and in other serious cases, to dismissal with notice, or non-retention at the end of the probationary period.

6. Procedure for the Conduct of Disciplinary Appeals Hearings

1. Membership of the Appeals Committee

The Secretary to the University shall appoint an Appeals Committee comprising three management representatives none of whom shall be:-

- a. a member of the employing department of the person who is subject to discipline;
- b. a member of the employing committee of the person who is subject to discipline;
- c. a member of staff of the University Personnel Department;
- d. any person directly connected with or related to the person subject to discipline.

The Office of the Secretary shall provide administrative support to the Appeals Committee.

2. Notification of Hearing

The employee shall be given notice in writing at least seven days in advance of the time and place of the hearing and shall be allowed to be represented by his trade union representative or some other person of his choice and be enabled to call witnesses and produce documents relevant to his defence at the hearing.

3. The Case for the University

a. The University's representative(s) shall put the case in the presence of the appellant and his representative and may call witnesses.

b. The appellant or his representative shall have the opportunity to ask questions of the University's representative(s) on the evidence given by him and any witnesses whom he may call.

c. The members of the Appeals Committee shall have the opportunity to ask questions of the University's representative and witnesses.

4. The Case for the Appellant

a. The appellant (or his representative) shall put his case in the presence of the University's representative and call such witnesses as he wishes.

b. The University's representative shall have the opportunity to ask questions of the appellant, his representative and his witnesses.

c. The members of the Appeals Committee shall have the opportunity to ask questions of the appellant, his representative and his witnesses.

5. Summing up by the Parties

The University's representative and the appellant or his representative shall have the opportunity to sum up their case if they so wish.

6. Consideration of the Appeal

a. The University's representative and the appellant and his representative and all witnesses should then withdraw.

b. The Committee, with the Secretary to the Committee, shall then deliberate in private, only recalling the University's representative and the appellant to clear points of uncertainty on evidence already given. If recall is necessary both parties are to return doubt.

7. Decision and Recommendations

The Committee shall announce its decision and recommendations to the University's representative and the appellant personally or in writing as

determined, and a report shall be submitted to the University. The Personnel Officer will then inform the appellant in writing of the University's intention in the light of the Committee's decision.

Review

This Policy/document was originally produced by Human Resouces in 1989.

Alternative Format

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