

**COMBINED JOINT NEGOTIATION AND
CONSULTATION COMMITTEE**
(THE “CJNCC”)
Terms of Reference

1.	CONSTITUTION AND PURPOSE
	<p>1.1 This document outlines the framework in which the Heriot-Watt University CJNCC will operate. Its underpinning aims are to ensure a structured, meaningful and transparent approach to employee engagement, promote working together, prevent and/or resolve problems.</p> <p>1.2 In doing so, CJNCC will support adherence to the Fair Work Agenda as set out by the Scottish Government and will work together to support consistent and transparent practices across the university, promoting a positive culture and environment as part of the flourishing community.</p>
2.	REMIT
	<p>2.1 The CJNCC is empowered to make recommendations to the University Executive regarding any collective or group issue affecting the employees to which this Agreement applies.</p> <p>2.2 The CJNCC provides the University and Unions with regular means of partnership discussion, negotiation and meaningful consultation on matters affecting contractual terms and conditions of employment (other than matters which are exclusive to national negotiations).</p> <p>2.3 In addition to paragraph 2.2, the CJNCC has a specific remit to consult on matters of collective redundancy avoidance with due regard to the following principles:</p> <ul style="list-style-type: none"> a) Where possible, reach an agreement b) Develop and review policies/provisions with a view to avoiding or reducing redundancies c) Working jointly to mitigate the effects of any proposed changes which could potentially result in job closures d) Ensure equality impact assessments are carried out e) Share information as early as possible to enable early discussion on the potential need for changes in structure and resource. f) Ensure consistency, fairness and respect g) Respect the confidentiality of sensitive business or personal information <p>Negotiation</p> <p>2.4 Negotiation through collective bargaining is the process by which the University and the Unions seek to reach agreement and avoid dispute. The scope of such</p>

	<p>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) and the pay arrangements and pay scales of grade 10 posts.</p> <p>Consultation</p> <p>2.5 Consultation is a process involving a genuine and meaningful exchange of views and information and is based on the general principle that the mere passing of information is not consultation.</p> <p>2.6 Consultation is a means of putting forward and jointly considering alternative options and involves an opportunity to influence decisions and their application, with those being consulted having adequate information and time to consider. It involves seeking solutions which are mutually acceptable, without the necessity to reach agreement on all matters.</p> <p>2.7 The University and the Unions will discuss matters of mutual interest, including certain policy changes, organisational restructure, local restructure, matters affecting individuals or groups of employees which are not covered by negotiation arrangements and redundancy avoidance.</p> <p>Information for Consultation</p> <p>2.8 Information is to provide data or reports on decisions from either party to the other on matters that have either already been the subject of negotiation or consultation in internal or other form, or facts which it is deemed important or useful to share with the other party.</p>
3. MEMBERSHIP	
	<p>3.1 Members of the CJNCC Management team are:</p> <ul style="list-style-type: none"> ○ Vice Principal & Provost or nominee (*) ○ Secretary of the University (*) ○ Global Director of Human Resources (*) ○ Global Chief Operating Officer (*) ○ School/Research Representative ○ Global Director of Professional Services Representative ○ Head of Employee Relations & Policy <p>3.2 Members of the Trade Unions' Team are:</p> <ul style="list-style-type: none"> ○ UCU - up to two elected representatives ○ Unite – up to two elected representatives ○ Unison – up to two elected representatives ○ EIS – one elected representative in acknowledgement of its legacy rights as set out in the Procedural Agreement between Heriot-Watt University and EIS-ULA dated 2000¹ <p>3.3 Each team may bring up to all the above members to regular meetings.</p>

¹ UCU, Unite and Unison are fully recognised by the University for the purposes of collective bargaining. Additionally EIS have legacy recognition rights relating to academic staff initially from the Scottish College of Textiles on their transfer to HWU On 1st October 1998

	<p>3.4 Each team may bring up to three advisors to a meeting provided that the purpose of their attendance is noted to the other team one week before the meeting date. The Head of Reward & Wellbeing attends but is not a formal member of the Committee.</p> <p>3.5 A Quorum for CJNCC shall be four members from each team, provided that at least one of the representatives noted (*) above is present. At least one representative from each of the three Trade Unions who are fully recognised will be present unless otherwise agreed by each team. The Chair shall make the decision whether to progress or not.</p> <p>3.6 The Principal & Vice-Chancellor may also attend meetings at their discretion.</p> <p>3.7 A Clerk will be provided for the CJNCC Meetings from the management side.</p>
4.	EQUALITY AND DIVERSITY
	<p>4.1 The Committee will exercise its responsibility, as far as possible, to promote diversity of representation within its membership and the membership of any working group or committee established by The Committee. The Committee will also act to promote equality of opportunity for all colleagues who are involved in carrying out the business of the Committee.</p>
5.	QUORUM AND VOTING
	<p>5.1 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 include but is not limited to, options such as general agreement, consensus and ranking of options. Agreement by the Trades Union side is normally only made where all the fully recognised trades unions are in agreement, unless the matter is only relevant to specific unions. 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.</p> <p>5.2 Minor amendment to conditions of employment and related matters may be agreed by the parties in writing without a formal meeting of the CJNCC. Such agreements shall be reported at the next meeting of the CJNCC. If amendments cannot be agreed then the matter shall be considered by the next CJNCC.</p> <p>5.3 All major changes to the conditions of employment and related matters shall be dealt with by the CJNCC. The normal expectation is that members of both sides will have the ability to make commitments on behalf of the party they represent but it is recognised that there may be occasions when the parties need to consult further before an agreement can be reached. Consequently there are two forms of agreement that can be reached within the Committee:</p> <ul style="list-style-type: none"> a) Agreements where all parties are sufficiently mandated and authorised to reach a binding agreement without recourse to their respective stakeholder b) Where the parties are insufficiently mandated and/or not authorised, agreement reached within the Committee shall take the form of a proposal to be ratified by all relevant stakeholders. Where such a

	<p>proposal is ratified by the stakeholders, that proposal will become a binding agreement.</p> <p>5.4 Agreements reached within the Committee by either of the routes outlined above may, where the issue is contractual, take the form of collective agreements for the purposes of changing individual contracts of employment.</p>
COMMITTEE CHAIR	
	<p>6.1 The Chair of the CJNCC will be from either Management or Trade Union</p> <p>6.2 The Chair of CJNCC from the management side will normally be the Vice-Principal or their nominee.</p> <p>6.3 At the last meeting of the calendar year, the Chair will be offered to the other team for a period of 12 months</p> <p>6.4 Human Resources will manage the administration of CJNCC</p>
7. FREQUENCY OF MEETINGS	
	<p>7.1 The CJNCC will meet four times a year unless additional meetings are required.</p> <p>7.2 The Clerk will arrange a 2-year schedule of meetings, venues and times and update this annually.</p> <p>7.3 The Clerk will call for agenda items and papers which must be received not later than 15 days before the next meeting. Electronic agenda and supporting papers will be issued not later than 10 working days before the next meeting.</p> <p>7.4 Draft minutes of the meeting will be prepared by the Clerk and reviewed by the Chair prior to distribution within 10 working days of the meeting, for subsequent agreement at the following CJNCC meeting.</p> <p>7.5 Where matters of strategic importance or of an urgent nature (such as a dispute) require to be considered, a special meeting may be called either by the trade unions or management. Such meetings should, as far as is possible, be convened within 10 working days unless the side requesting the meeting agrees otherwise.</p>
8. VARIATION TO THIS AGREEMENT	
	<p>8.1 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.</p> <p>8.2 Any party may withdraw from this agreement by presenting six calendar months' notice in writing to all the other parties.</p>
9. REPORTING PROCEDURES	
	<p>9.1 The Committee will submit regular reports to the University Executive (UE) based on the committee minutes. The Chair will approve the content of reports before release, including the redaction of any information deemed necessary for reasons of confidentiality.</p>

	<p>9.2 A summary of the key points of discussion and approval following each meeting will be agreed and shared with staff via newsletters and on the HR SharePoint Site.</p> <p>9.3 The Committee's records (agenda, papers and minutes) are included in the University's Freedom of Information Publication Scheme. Information will be readily accessible on request to members of the public under the terms of the Freedom of Information (Scotland) Act (FOI(S)A) with the exception of information which is deemed to be covered by a specific exemption under the Act.</p>
10. FORWARD PLANNING	
	<p>10.1 The Committee will review its Terms of Reference and submit recommendations on these to the University Executive annually for approval.</p> <p>10.2 The Committee will set its meeting dates two years in advance and maintain an annual workload plan for the Committee.</p>
11. DISPUTE RESOLUTION	
	<p>11.1 The parties to the negotiations at Heriot-Watt University are committed to striving for agree outcomes. If, exceptionally, these cannot be achieved, either the employer or the Trade Union(s) may invoke the following procedure:</p> <p>11.2 Where all parties agree that it appears that all scope for progress through normal negotiation or consultation has been exhausted, either the employer 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</p> <p>11.3 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 14 working days.</p> <p>11.4 Attendance at these meetings will normally include regional officials and representative of the Trades Unions in dispute, together with senior University officials and management 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 future.</p> <p>11.5 Further meetings beyond this initial period may take place where agreed between the parties.</p> <p>11.6 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.</p> <p>11.7 The Dispute Resolution Procedure will be reviewed in line with any review of the CJNCC structure following any change to national agreements.</p> <p>11.8 Outcomes from any stage in the procedure will be communicated by a jointly agreed statement.</p>

12. SUPPORTING INFORMATION

Actions that may be taken by the Committee

The CJNCC may:

- Note
- Receive
- Endorse
- Consider
- Approve
- Recommend
- Reject

Most Appropriate Minuting Style

Traditional/formal minutes in accordance with internal University Guidance.

Resources

The role of Clerk will be undertaken by the Head of Employee Relations & Policy

11. POLICY VERSION AND HISTORY

	Version No	Date of Approval	Approving Authority	Brief Description of Amendment
	V. 1.0	August 2014	UE	
	V. 2.0	October 2022	UE	Updated to reflect university and union organisation structures