

## Scottish Enterprise Recognition and Procedure Agreement

### Objective

Scottish Enterprise [SE] recognises two trades unions for the purpose of collective bargaining - Public and Commercial Services Union (PCS) and Unison [the Unions]. The objective of this agreement is to outline the framework for information, consultation and negotiation between SE and the Unions.

### Scope

Whilst SE exists to fulfil its business objectives, both the Unions and SE have common, shared objectives which they wish to pursue and achieve. These are:

- to ensure that employment practices in the organisation are conducted to the highest possible standards;
- to enhance effective communication with all staff throughout the organisation;
- to maintain good industrial relations;
- to achieve greater participation and involvement of all members of staff on the issues to be faced in running and developing the organisation; and
- to ensure that equal opportunities are offered to staff or prospective staff and that the treatment of staff will be fair and equitable in all matters of dispute;

SE recognises the Unions' responsibility to represent the interests of their members in pursuing these objectives and the Unions recognise the needs for SE to plan and manage its activities to achieve business results.

This agreement covers all staff on SE UK contracts of employment.

### Union representation

SE recognises the Unions as the body representing employees for the purposes of informing, consulting and negotiating with the workforce about changes impacting working life. The Unions' members will elect representatives in accordance with their Union rules to act as their spokesperson in representing their interests.

The Unions will inform SE of the names of all elected representatives within 5 working days of an election. All of the Unions' representatives must be suitably trained to carry out the duties and responsibilities of the trade union representative role and SE will provide reasonable paid time off for such training.

Where SE has any concerns regarding the suitability or performance of any elected representative, SE will raise these concerns with the relevant Branch Secretary/Full Time Official with a view to resolving any such concerns.

SE recognises that the Unions' representatives fulfil an important role and that the discharge of their duties as union representatives will in no way prejudice their career prospects or employment with SE.

SE recognises the right of every employee to be a member of a Union, and will provide the Unions' representatives with access to all non-members and new employees to explain the benefits of Trade Union membership. To facilitate this, unions will be provided with details of all new entrants on a regular basis.

SE will inform all new employees of this agreement and sign post them to the unions via their SE Induction Programme. SE will undertake the salary deductions of trade unions subscriptions for any employee requesting this facility.

### **Facilities and Time Off Arrangements**

Meetings of Union members may be held on SE premises outside working hours and there shall be no restriction on the frequency or duration of such meetings. Such meetings will be open to all staff members who are members of PCS and Unison.

Where necessary for the purposes of considering proposals from management on pay, terms and conditions within SE or for electing their union representatives, staff will be allowed to attend workplace meetings within working hours on the organisation's premises.

Time off and/or use of premises may be granted for members to attend meetings on other matters with the prior agreement of SE.

The Unions accept that in such circumstances there is a requirement to ensure sufficient staff are available to allow the organisation to fulfil its operational requirements for the duration of the meeting/s.

It is recognised that the Unions will need to hold Branch Executive Committee and other representative meetings on SE or Union premises to progress business.

Facility time to allow elected representatives to attend meetings will be granted and where Union meetings are scheduled on SE premises, SE will provide meeting rooms where possible. The Unions will provide SE with a timetable of meetings on an annual basis, however, it is recognised that ad hoc meetings will be required from time to time on an exceptional basis to address urgent or new business. In such circumstances elected representatives will be released to attend and SE will provide premises if required and if possible.

Subject to the agreement of SE, and in line with legislation, Union representatives will be granted special leave without loss of pay to attend training courses run by the Unions or other appropriate bodies which are relevant to the discharge of their Union duties. These arrangements will also include attendance at national and regional conferences.

Union representatives will be permitted to take reasonable paid time off during working hours to enable them to carry out their duties under this agreement. The specific amount of time will be discussed and agreed with SE.

Subject to reasonable prior notice and the consent of SE, which shall not be unreasonably withheld, Union representatives will be permitted reasonable time off during working hours for the purpose of taking part in Trade Union activity.

In order to facilitate maximum engagement in the consultation process and understanding of its outcomes, the unions will be able to communicate directly with

members through SE's internal communication channels such as internal mail, e-mail and the staff intranet

### **SE and Union Framework**

SE and the Unions agree to set up a Joint Negotiating and Consultation Committee (JCNC) consisting of representatives of all parties. JCNC shall be governed by a written constitution (Appendix 1).

SE and the Unions will also set up a Terms and Conditions Subgroup which shall focus on discussing and agreeing SE policies and procedures. See Appendix 2 for the written constitution.

Unions are also represented on the SE Health and Safety Committee.

Discussions in the above forums will include information, consultation, and negotiation:

### **Information**

- **Definition:** Informing employees is a one-way process of sharing information, usually involving SE communicating facts. Information passed in this way can be characterised as not necessarily requiring an exchange of views or a dialogue to make it legitimate.
- **Agreement:** SE undertakes to supply the Unions with the necessary information for it to carry out effective consultation and negotiation.

### **Consultation**

- **Definition:** Consultation is a two way process of engaging in a genuine dialogue and exchange of views, before a decision has been reached. Consultation is not the same as negotiation.
- **Agreement:** SE will consult with the Unions to enable feedback and discussion before decisions are taken concerning matters directly affecting the interests of the staff. This will include consultation on SE's employment policies and procedures and any proposed amendments and additions. It would also include consulting on current situations including any proposed changes to, structure and any developments relating to the employment of staff, especially any threat to employment, and on changes in work organisation or contractual relations, including redundancies and transfers.

SE will consult with the unions:

- Early enough in the process to allow the unions to make meaningful interventions and have the ability to influence the outcome.
- Ensuring they have sufficient time and facilities to consult with their membership.
- Ensuring they have sufficient relevant information to aid the consultation process

While SE will make every attempt to take account of employee views and will genuinely try to reach agreement, it will not always be possible to do so.

Where agreement cannot be reached, the Company will explain its reasons in writing.

### **Negotiation**

- **Definition:** Negotiation is the process by which SE and the Unions seek to reach agreement through collective bargaining on all issues pertaining to pay, hours and holidays and other contractual terms.

It is distinct from consultation where the responsibility for decision making remains with management.

- **Agreement:** SE will negotiate with the Unions to reach agreement concerning the matters above.

Should it not be possible to reach agreement through negotiation this would be deemed to be a failure to agree. In order to resolve collective disputes arising from a failure to agree in the negotiating forum, there shall be a timescale of meetings, involving representatives of SE and the Unions, to seek to resolve any dispute. Appendix 3 covers the process that would be followed and guidelines on timescales for meetings.

### **Grievances and Discipline**

SE recognises the Union's right to represent the interests of all or any of their members at all stages during grievance and disciplinary procedures. SE will notify the employee of their right of representation.

Union representatives will be permitted to spend reasonable paid time inside working hours to discuss grievance or disciplinary matters with affected employees, and to prepare their case.

### **Variations and Termination of this Agreement**

SE and the Unions accept that the terms of this agreement are a statement of the practice which will ordinarily be followed but the parties accept and acknowledge that there is no intention for this agreement to be legally binding and it does not constitute a legally enforceable agreement.

This agreement may be amended at any time with the consent of all parties.

The agreement shall not terminate except by mutual consent or in writing by either party giving 12 months' notice.

Signed: [redacted] 38(1)(b) Date: 2 February 2015  
For and on behalf of Scottish Enterprise

Signed: [redacted] 38(1)(b) Date: 19 January 2015  
For and on behalf of Public and Commercial Services Union (PCS)

Signed: [redacted] 38(1)(b) Date: 29 January 2015  
For and on behalf of Unison

### Joint Consultation and Negotiation

Formal consultation and negotiation between the organisation and staff representatives takes place within the framework of **the Joint Consultation and Negotiation Committee (JCNC)**. Senior Management including HR from the organisation and trade union representatives consult, discuss, negotiate and debate matters which develop and generate employment issues within Scottish Enterprise.

Scottish Enterprise recognises two trade unions - *the Public and Commercial Services Union (PCS)* and *Unison* for collective bargaining purposes. All employees are free to join either of these organisations.

The following is the JCNC Constitution which outlines its objective, scope, function etc.

#### **Objective**

The objective of the Committee is to provide appropriate consultative and negotiating machinery for all aspects of employment and the well being of staff employed in Scottish Enterprise.

#### **Scope**

All employment matters may be raised at the Committee, subject to the following general arrangements:-

- it is important that employee relations matters are resolved as quickly as possible and as such the overriding purpose of the Committee will be to reach swift conclusions and decisions on matters and to thereafter implement;
- issues should be raised and dealt with locally in the first instance and wherever possible resolved locally with the appropriate level of management;
- the Committee will have no jurisdiction over individual employee issues;
- matters which cannot be resolved locally may be raised at JCNC level.

The JCNC remit and decisions extends to SE employees.

#### **Functions**

The functions of the JCNC are:-

- to consult on and where necessary negotiate changes to contractual terms and conditions of service;
- to discuss and consult on all matters relating to staff such as organisational policy, initiatives, efficiency measures; career development, education, training and equal opportunities, and the effects of legislation on the organisation.

Please refer to Recognition and Procedure Agreement for guidance on information, consultation and negotiation.

## **Membership**

The JCNC will be made up of:-

· 4 trade union members nominated by the unions

plus

· 4 members nominated by Scottish Enterprise, including 2 representatives from HR

Membership from the trade union side will be a matter for agreement between the unions (i.e. PCS, Unison).

The Chair of the JCNC will be nominated by Scottish Enterprise. The trade unions will nominate the Vice-Chair.

HR will provide the secretarial services for the Committee.

## **Meetings**

JCNC will meet 4 times per year (including the Annual Meeting). Special meetings of the JCNC may be held at other times, subject to the agreement of both sides.

## **Quorum**

Meetings can only proceed if the designated quorum of 2 trade union members and 2 SE members are in attendance. Substitutes at meetings will be allowed.

## **Sub-Groups**

The Terms and Conditions Subgroup is a subgroup of JCNC with particular focus on terms and conditions of employment. (See Appendix 2).

In addition to the above, JCNC may establish other working Sub-Groups on a tenure no longer than 6 weeks, as required to deal with specific matters and may delegate responsibility to such groups to resolve specific matters only, within the above timescale. Each Sub-Group will be required to submit a subsequent report to the JCNC detailing its proposals for debate and ratification by the full JCNC.

## **Agenda and Minutes**

An agreed agenda with accompanying reports will be circulated to members normally ten working days before each meeting. Business will be split clearly between consultative and negotiable matters – reference is made to the Recognition and Procedure agreement for those matters which are covered by negotiation and consultation. Business not on the agenda will only be allowed by agreement between the Chair and Vice-Chair. In the case of special meetings only the specific matter(s) for which the meeting has been called shall be discussed.

Minutes will be produced by HR as the appointed Committee Secretary and signed off within ten working days of the date of the meeting by the Chairman and Vice Chairman and made available to all staff.

### **Amendments to Constitution**

The Constitution of the JCNC may be amended by agreement between the two sides. Notice of the amendment of the constitution must be given and circulated to members of the JCNC at least two months before such meeting.



**Terms and Conditions Subgroup**

**Objective and Scope**

The Terms and Conditions Subgroup is responsible for discussing SE policies and procedures which may have an impact on employee terms and conditions of employment.

**Membership**

The T&C Subgroup will be made up of:

· 2 trade union members nominated by the unions

plus

· 2 members of HR

- 1 member of SE

HR will chair and provide minutes for the Group.

**Meetings**

Meetings will be held quarterly and *ad hoc* meetings may be held at other times, subject to the agreement of both sides.

**Quorum**

Meetings can only proceed if the designated quorum of 1 trade union and 1 HR/management member are present.

An agreed agenda with accompanying reports will be circulated to members normally two weeks before each meeting.

**Failure to Agree Process**

In the event of a failure to agree at the JCNC negotiation stage, the following procedure will be followed to resolve the disputed issue.

**Step 1:**

- Either the Employer or the Union side identifies the dispute and informs the other in writing of a formal failure to agree.

Within 10 working days

**Step 2:**

- A special meeting of an enhanced JCNC will be convened.
- Two specially appointed representatives of the Employer will attend. Such representatives must have sufficient authority to make a decision on behalf of the Employer in relation to the dispute, as required.
- Each of PCS and Unison may appoint two officials to represent their respective Unions at this meeting.
- The issue(s) in dispute will be discussed. The party triggering the failure to agree will present their side of the argument first. The other side will be entitled to respond.
- If agreement can be reached during the enhanced JCNC meeting, this will be recorded in writing and circulated for signature by employer representatives and representatives of PCS and Unison.
- If agreement cannot be reached during the enhanced JCNC meeting, the parties will seek to agree further procedure. This could include further meetings of the enhanced JCNC at Step 2 of this procedure if both sides are agreeable. If further meetings at Step 2 are not agreed, the dispute will move to Step 3.

Within 10 working days

**Step 3:**

- If agreement cannot be reached under Step 2, the issue(s) in dispute can be referred by either party to ACAS for independent conciliation.
- If agreement can be reached with the assistance of ACAS, this should be recorded in writing and signed by representatives of the employer and representatives of PCS and Unison.

Any agreement reached on pay, hours and holidays of workers in the bargaining unit must be recorded in writing and signed by the Chairman of both Sides (or, in the absence, by another JCNC member).