RECOGNITION AGREEMENT BETWEEN
SCOTTISH ENVIRONMENT PROTECTION
AGENCY AND UNISON

This document results from ACAS facilitated meetings
between representatives of SEPA management and the SEPA
branch of UNISON.

Document Control

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RECOGNITION and PROCEDURAL AGREEMENT

between

Scottish Environment Protection Agency
Corporate Office
Erskine Court
Stirling
Postcode

and

UNISON
Douglas House
60 Belford Road
Edinburgh
EH4 3UQ

1.0 Parties, Coverage and Definitions

1.1 The Scottish Environment Protection Agency recognises UNISON as the Trade Union with which it will consult and negotiate with in all matters set out in Clause 7.4 of this agreement.

1.2 This recognition agreement applies in respect of all staff with the exception of members of the Corporate Management Team.

1.3 In this Agreement:

The Organisation - refers to the Scottish Environment Protection Agency (SEPA)

The Union refers to the SEPA Branch of UNISON

Staff refers to all employees of the Organisation

2.0 COMMENCEMENT DATE

2.1 This Agreement commences on 27 January 2009 and supersedes any and all previous recognition and procedural agreements between SEPA and UNISON.¹

3.0 OBJECTIVES

3.1 In drawing up this agreement, the Organisation and the Union recognise that the Organisation exists to fulfil its aims and objectives. As Scotland's environmental regulator, SEPA's main role is to protect the environment and human health. SEPA aims to provide an efficient and integrated environmental protection system for Scotland; a system that will both improve the environment and help deliver the Scottish Government's overall purpose.

3.2 The purpose of this agreement is to determine trade union recognition and representation within the organisation and establish a framework for consultation and collective bargaining.

3.3 The parties have identified common objectives they wish to pursue and achieve. These are:

3.3.1 to ensure that employment practices in the Organisation are conducted to the highest possible standards;

3.3.2 to enhance effective communication with all staff throughout the organisation;

3.3.3 to achieve greater participation and involvement of all members of staff on the issues to be faced in running and developing the Organisation;

3.3.4 to develop a positive open relationship based on a culture of mutual trust and respect reflecting the wider values adopted by the organisation;

3.3.5 to establish a procedural framework which supports the timely delivery of collective bargaining and allows for meaningful consultation. Both parties will use their best endeavours to treat issues with the urgency which they demand.

3.3.6 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.

4.0 GENERAL PRINCIPLES

4.1 The Organisation and the Union accept that the terms of this agreement are binding in honour upon them but do not constitute a legally enforceable agreement.

4.2 The Union recognises the Organisation's responsibility to plan, organise and manage the work of the Organisation in order to achieve the best possible results in pursuing its overall aims and objectives.

4.3 The Organisation recognises the Union's responsibility to represent the interests of its Members and to work for improved terms and conditions of employment for them.

4.4 The Organisation encourages employees to become and remain members of the Union in accordance with this agreement.

4.5. The Organisation and the Union recognise their common interest and joint purpose in furthering the aims and objectives of the Organisation and in

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2 The five high-level values identified and promoted by the Organisation are Respect, Unity, Professionalism, Innovation and Integrity.
achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintain good industrial relations.

4.6. The Organisation and the Union accept the need for joint consultation and collective bargaining in securing their objectives. They acknowledge the value of up to date information on important changes which effect employees of the Organisation.

4.7. The Organisation recognises the Union's responsibility and requirement to communicate and consult with its Members

4.8. The Union recognises the Organisation's duty and need to communicate with and provide meaningful information to all Staff

5.0 UNION REPRESENTATION

5.1 As set out in section 1.1 the Organisation recognises the Union as the body representing Staff for the purposes of Negotiating and Consulting on matters set out in clause 7.4. Whilst recognising the content of section 4.8 above the Organisation will also provide relevant information to the Union representatives. Both parties recognise that, on occasion, it is appropriate for the Organisation to consult directly with staff or groups of staff; for example in the form of a staff satisfaction survey. When such formal consultation is to take place by any means other than through the normal Organisation/Union arrangements the Organisation will first consult the Union regarding the intention to do so.

5.2 The Organisation accepts that the Union's members will elect representatives in accordance with their Union Rules to act as their spokespersons in representing their interests.

5.3 The Union agrees to inform the Organisation of the names of all elected representatives in writing within five working days of their election and to inform the Organisation in writing of any subsequent changes, each time within five working days of the change having taken place. Persons whose names have been notified to the Organisation shall be the sole representatives of the UNISON membership.

5.4 The Organisation recognises that Union 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 the Organisation.

5.5 The Organisation will inform all new employees of this agreement and will actively encourage them to learn about the union and its role in the Organisation. The Organisation will provide facilities for the Union to talk to a workplace representative as part of their induction procedure. The Organisation will supply union representatives with new starter details to enable them to contact new employees. The Organisation will encourage staff to engage fully in the collective processes through their Union and support staff who wish to become representatives.

5.6 The Organisation will undertake the check-off of trade union subscriptions for any employee requesting this facility.

6.0 UNION MEETINGS AND OTHER FACILITIES
6.1 Meetings of Union members may be held on the Organisation's premises outside core working hours\(^3\) 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 UNISON or, where appropriate all staff (e.g. for recruitment meetings).

6.2 Union committee meetings may be held on the Organisation's premises inside core working hours provided that prior consent for such meetings shall be obtained from the Organisation by the Union. Such consent shall not unreasonably be withheld. The Union shall provide the Organisation with a timetable of regular Union meetings.

6.3 The Organisation agrees to provide defined facilities to the Union representatives to enable them to discharge their duties.

6.4 Subject to the agreement of the Organisation, 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. Any disputes relating to time off will, in the first instance, be raised and discussed by the joint secretaries and if not resolved considered at the JNCC.

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

6.6 Full details of the Facilities and time off arrangements and procedures are included in the Facilities and Disclosure of Information Agreement between the parties (Appendix 2).

7.0 JOINT NEGOTIATING AND CONSULTATIVE COMMITTEE

7.1 The Organisation and the Union agree to set up a Joint Negotiating and Consultative Committee (JNCC) consisting of representatives of both sides.

7.2 The JNCC shall be governed by a written constitution, a copy of which is attached to this Agreement (Appendix 1).

7.3 The functions of the JNCC shall include:-

7.3.1 Information

Both sides agree that the fullest information is essential to the proper conduct of collective bargaining. The Organisation undertakes to supply the Union with the necessary information for it to carry out effective consultation and negotiation in accordance with the provisions contained within the current Facilities and Disclosure of Information Agreement between the parties. Such information will range from matters relating to the strategy, budget and business plans

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\(^3\) Core working hours are as defined within the existing Flexible Working agreement (NB CHECK NAME OF AGREEMENT)
of the Organisation to HR data and reports on matters such as pay and diversity.

7.3.2 Consultation

To have proper consultation with staff to enable feedback and discussion before decisions are taken concerning matters directly affecting the interests of the Organisation’s staff as set out under Clause 7.4.1 below. The Organisation recognises the value of such consultation and the need for this to be conducted in a manner and at an appropriate time so as to ensure such consultation is meaningful and can influence and inform decision making. The Union recognises the Organisation’s right to decide in matters under consultation. Both parties agree that there is benefit in some matters being consulted upon with the view to reach agreement. The approach to consultation to be adopted is outlined in Appendix 3.

7.3.3 Negotiation

To negotiate and reach agreement on all issues pertaining to the matters set out under Clause 7.4.2 below.

7.4 The following matters shall be the subject of consultation and negotiation. These lists are neither fully comprehensive nor entirely mutually exclusive. Both parties recognise that some matters may be considered under consultation and/or negotiation⁴:-

7.4.1 Matters subject to formal consultation will include

- Health and Safety policies and procedures
- Organisational Change including changes to structures, jobs and work location
- Working practices
- Redundancies or transfers of staff (TUPE)
- Disciplinary and Grievance Procedures
- HR Procedures including Recruitment, Performance Review, PDP etc.
- New Technology
- Equal Opportunities and Diversity Policies
- Staff Amenities
- Any other area with a statutory duty for collective consultation

7.4.2 Matters subject to formal negotiation will include

- Overall Pay and Grading Structure
- Allowances
- Pay Awards
- Hours of Work (including overtime arrangements and pay)
- Annual and other Special leave
- Occupational Sick Pay and Long Term Sick Pay (PHI)
- Organisational Maternity and Paternity Pay

⁴ The status of individual items for consideration by the JNCC will be agreed by the joint secretaries of the committee in line with the committee constitution.
• Flexitime Scheme
• Facilities Agreement
• Health & Safety Committee Constitutions
• Redundancy and Voluntary Severance Schemes (financial arrangements – need for covered by consultation)
• Staff Protection Agreement & Redeployment Arrangements
• Job Evaluation Scheme
• The Recognition Agreement

Any other item which both sides agree to refer

7.5 Both sides intend that this agreement should provide a process for the orderly determination of terms and conditions of employment, which has the confidence of both staff and management.

7.6 In conducting collective bargaining/negotiation under the terms of this agreement, both sides intend to negotiate in good faith and to employ their best endeavours to secure agreement to allow for the timely implementation of settlements/agreements. All such settlements/agreements emerging from the negotiations will require the consent of both the management side and the Trade Union side.

7.6 Both sides shall consult each other in good time to discuss particular issues which either may wish to see covered in forthcoming negotiations.

8.0 GRIEVANCES AND DISCIPLINE

8.1 The Organisation recognises the Union’s right to represent the interests of all or any of its members at all stages during grievance and disciplinary procedures and to call in Union representatives who are not employees of the Organisation wherever this is considered appropriate.

8.2 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, in accordance with 6.5 above.

8.3 In order to resolve collective disputes arising from a failure to agree in the negotiating forum, there shall be a timetable of meetings, involving representatives of the management committee, to seek to resolve any dispute. Both the Organisation and the Union will be entitled to have advisors at any dispute meeting, subject to the agreement of both sides.

9.0 Resolution of Disputes

9.1 If following negotiations on any matter the parties are unable to reach agreement either party may formally register a “failure to agree”. This will be done in writing between the Branch Secretary and the Head of HR.

9.2 Following the registering of a “failure to agree” a special meeting of the JNCC will be called within five working days to ensure the issues under dispute are fully understood by both parties and all possible options to reach agreement have been considered and fully explored.
9.3 If the issue is not resolved at this stage the parties may mutually agree that the matter be referred to the Advisory, Conciliation and Arbitration Service (ACAS) for conciliation.

9.4 The parties agree that no form of industrial action will take place until this procedure for the resolution of disputes is exhausted.

9.5 Once the dispute is resolved the party who lodged the initial failure to agree will formally write to the other party lifting the failure to agree. Only at this point the dispute will be considered resolved.

10. VARIATIONS

10.1 This Agreement may be amended at any time with the consent of both parties.

11. TERMINATION

11.1 The Agreement shall not terminate except by mutual consent.

SIGNEE for SEPA

DATE ........................................

SIGNED .. for UNISON

DATE ........................................
APPENDIX ONE: Constitution of the JNCC

APPENDIX TWO: Facilities and Information Disclosure Agreement

APPENDIX THREE: Consultation Protocol
Appendix One of the Recognition Agreement

Version two – Amended following ACAS meeting on 26/09/08

Scottish Environment Protection Agency

Joint Negotiation and Consultation Committee
Constitution

1.0 Title

1.1 The committee shall be known as the Scottish Environment Protection Agency (SEPA) Joint Negotiation and Consultation Committee (JNCC). This JNCC shall be the normal accepted process through which negotiation and consultation will take place within the organisation.

2.0 Aims of Committee

2.1 In the spirit of the formal Recognition Agreement between SEPA and UNISON Scotland and the organisation’s Corporate Values, the JNCC aims to:

- to provide a representative forum for an open and full exchange of views between management and staff on issues of mutual interest and concern.
- to improve working relationships by creating an atmosphere within which issues can be discussed within a structured process.
- to improve the decision-making process within the organisation by providing the opportunity for meaningful consultation and negotiation to take place
- to improve communication on and insight into situations faced by the organisation.

3.0 Functions of Committee

3.1 The primary function of the JNCC shall be to provide regular, recognised opportunities for the formal discussion and resolution of all issues mutually agreed to be relevant to the JNCC.

3.2 Consultation - is management seeking the views and opinions of employees and taking these on board before making a decision, however the responsibility for decision making remains with management. Both parties agree that there is benefit in some matters being consulted upon with the view to reach agreement.

3.3 Negotiation - is an attempt to reconcile different interests. Joint agreement is sought in an attempt to resolve conflict. Following successful negotiation, a bargain is struck and it is the responsibility of both parties to honour that bargain.

3.4 Issues which may be discussed through the consultative and negotiating machinery are outlined in the Recognition Agreement.

3.5 It is important that both management and employee representatives are clear whether they are negotiating or consulting and that the two processes are distinct and separate. The parties recognise that, at some point, it may be necessary to enter into negotiation on some aspect or result of the proposed changes which is otherwise being considered under consultation.
Appendix One of the Recognition Agreement

Version two – Amended following ACAS meeting on 26/09/08

3.6 The following subjects are specifically excluded from consideration by the JNCC:
   • individual grievances (these should be channelled through the Grievance Procedure or Dignity at Work Procedure)
   • disciplinary hearings and appeals against disciplinary action (these should be dealt with through the Disciplinary and Appeals Procedure).

4.0 Membership of the Committee

4.1 The committee shall consist of five members appointed by management and five members of staff as nominated by the Union.

4.2 A full-time union official may attend by the invitation of the Branch.

4.3 The position of Chair of the JNCC shall be held by a member of the Corporate Management Team nominated from within the management side.

4.4 Two secretaries - The Branch Secretary from the Union and one from management - shall be appointed from within the JNCC. These joint secretaries shall be responsible for providing jointly agreed draft minutes of each meeting.

4.5 Secretariat to the Committee shall be provided by the HR Department

5.0 Committee Meetings

5.1 The JNCC shall meet at least once every two months

5.2 Ad hoc or special meetings may be called at any time by mutual agreement.

5.3 A system shall be put in place to allow agenda items to be put forward. Staff side agenda items should be channelled through the staff representatives.

5.4 The agenda (including all appropriate documentation) shall be available at least five working days before each scheduled meeting.

5.5 Copies of draft minutes shall be available to all JNCC members within 15 working days of each meeting.

6.0 Terms of Office

6.1 The Union representatives on the JNCC shall be appointed annually by the Branch Executive. In the event of a TU side representative being unavailable a member from and approved by the Branch Executive may act as substitute.

6.2 Management side representatives shall be agreed annually by the Corporate Management Team1. In the event of a management representative being unavailable another manager, approved by the CMT may act as substitute.

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1 NB. Management side representatives need not be members of the Corporate Management Team but the management side will include at least three members of the CMT.
Appendix One of the Recognition Agreement

Version two – Amended following ACAS meeting on 26/09/08

7.0 Co-opted Members

7.1 The joint secretaries, on behalf of the JNCC, may agree to invite additional members of management and/or staff, or outside bodies to attend meetings, or part of meetings, to provide information or expertise not otherwise available. Anyone so invited shall not become a member of the JNCC.

8.0 Sub-Committees

8.1 The JNCC may agree that certain aspects of business would be best dealt with by delegating investigation and/or consultation to a smaller group which may include JNCC members and others as appropriate. This smaller group would be given precise terms of reference and a timescale within which to report back to the full JNCC. (For example, a sub-committee may be charged with jointly preparing draft documentation for consideration by the full JNCC).

8.2 Such sub-committees would have no formal authority and any recommendations from such sub-committees would be for ratification by the JNCC.

9.0 Quorum

9.1 Meetings should be sufficiently well planned to allow for full membership attendance. However, when this is not possible, a quorum shall consist of three management representatives (including at least one member of the CMT) and three trade union representatives.

10.0 Facilities

10.1 Reasonable time off and provision of adequate facilities shall be mutually agreed to allow trade union representatives to carry out communication and consultation with staff as appropriate. More detail of facilities arrangements are contained in the Facilities and Disclosure of Information Agreement.

11.0 Duration of Agreement

11.1 This constitution shall be effective from the date of signature on behalf of SEPA and the recognised Trade Union and shall remain in force unless terminated by either party giving six months notice in writing to the other, or by mutual agreement. Variations to this agreement may be made at any time by mutual agreement of the parties.

12.0 Management

12.1 It must be recognised that, this agreement notwithstanding, management has the right to manage and to take decisions in the light of all circumstances at the time.

Original Constitution agreed October 1997
Revised version agreed by SEPA and UNISON October 2008
Appendix One of the Recognition Agreement

Version two – Amended following ACAS meeting on 26/09/08

SIGNED for SEPA

DATE 30/10/09

SIGNED ...... for UNISON

DATE 4/2/10

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Appendix Two of the Recognition Agreement

SCOTTISH ENVIRONMENT PROTECTION AGENCY

FACILITIES and DISCLOSURE OF INFORMATION AGREEMENT

This Facilities and Disclosure of Information agreement (the Agreement) is between the Scottish Environment Protection Agency (The Organisation) and its recognised trade union, UNISON, (the Union).

Both parties acknowledge that it is to their mutual benefit to have a formal agreement in order to provide clear guidelines and ensure fair and reasonable treatment.

1.0 INTRODUCTION

1.1 The Organisation acknowledges that elected representatives of the Union are entitled to reasonable time off work with pay for the purpose of carrying out trade union duties and activities which are concerned with negotiations, consultations and employee representation.

1.2 This agreement is drawn up in accordance with sections 168, 169, 170, 171, 172, 173 & 181 of the Trade Union and Labour Relations (Consolidation) Act 1992. The provisions of the ACAS Code of Practice No 3 (Revised) Time Off for Trade Union Duties and Activities & ACAS Code of Practice No 2, Disclosure of Information. Also in accordance with the 1974 Health & Safety at Work Act and the provision of the Safety Representatives and Safety Committees Regulations. Both parties accept their respective duties and responsibilities under the above legislation.

1.3 Both parties accept that the terms of this agreement are binding in honour upon them but do not constitute a legally enforceable agreement. It is intended to facilitate voluntary negotiation and consultation on appropriate matters.

2.0 GENERAL PRINCIPLES

2.1 The Organisation recognises the right of the Union to elect representatives to act on its members' behalf. The Union undertakes to provide the Head of HR with the names of its representatives, their office and their duties within 14 days of their election or as soon as practically possible. This list will be updated as soon as any changes occur. The Organisation will acknowledge receipt of such notifications. The number of representatives is not fixed but will be decided by the Union to ensure appropriate yet proportionate representation of its members throughout the Organisation.

2.2 The Organisation accepts that on occasions representatives will need to contact, seek advice from or involve in negotiations the full-time officer or other full-time official of the Union. It is recognised that this arrangement is in the interests of both parties to deal with industrial relations matters in a speedy, efficient and professional matter.

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All Staff

Agreed by TU 26/11/97 Amended by Agreement with UNISON – Oct 2008
Appendix Two of the Recognition Agreement

3. TIME OFF

3.1 The Organisation will grant reasonable time off with pay for representatives to:

- pursue their industrial relations duties;
- participate in and prepare for meetings of the Joint Negotiating and Consultative Committee and Branch Executive;
- under-go training which is relevant to their role as a trade union representative; (all such training to be approved by their trade union and time off agreed by the Organisation in advance).
- represent their trade union branch at Scottish or UK conferences and delegate meetings. (The Organisation will agree to paid leave for this purpose, up to 4 days in any year in respect of any representative.)
- prepare for and represent individuals involved in grievance or disciplinary hearings

3.2 Time off will be subject to reasonable notice and formal approval by management. Representatives should provide management with as much notice as possible. Except in exceptional circumstances this would normally be five working days. The Union recognises that, in exceptional circumstances relating to service delivery, it may not on occasion be possible to grant time off. However, consent for time off will not unreasonably be withheld.

3.3 Both parties recognise that all time off associated with trade union duties cannot be captured as elements of it will be necessarily ad-hoc but that all structured time off should be recorded and monitored by both parties. Requests for planned time-off will be made on a standard form to the representative’s line manager. The representative will indicate the reason for the request and the time to be taken. The form will also record the reason if permission is withheld. The individual representative will then record their time accordingly on The Organisation’s Activity Time Recording system. The joint secretaries of the JNCC will prepare an annual report of time off for the JNCC.

3.4 Any disputes relating to time off will, in the first instance, be raised and discussed by the joint secretaries and if not resolved considered at the JNCC. The Organisation’s grievance procedures will generally not be used for this purpose.

4. FACILITIES

4.1 The Organisation agrees to provide reasonable facilities to recognised trade union representatives including: a private room in Corporate Office with secure filing cabinet, the use of telephones, e-mail, internal mail systems, fax machines, franking machines, photocopiers, word processors in connection with their responsibilities under this agreement.
Appendix Two of the Recognition Agreement

4.2 These facilities are provided to support the representatives in carrying out their duties and activities and to facilitate communication between the representatives and SEPA UNISON Members, Unison Officials and, as appropriate all staff. Representatives may also use the facilities to communicate with other relevant external bodies, such as Union networks etc. The Union will ensure that all communications on behalf of the Union are clearly identified as such and general communication to organisations or individuals not covered by the above descriptions will not be carried out using these facilities without the prior agreement of The Organisation.

4.3 The Union agrees to ensure these facilities are used so as to respect The Organisation's acceptable use procedures. The Organisation recognises the need for the Union and members to have confidence that their communication and activities are private and confidential. Therefore if The Organisation suspects that there may be a breach of the acceptable use procedures, agreement will be sought from the Chair or Secretary of the Branch prior to any investigation or monitoring/reporting taking place.

4.4 Accommodation for meetings and interviewing members will be accessible on request, subject to availability. Meetings with members or staff will generally be held out with core hours. Union Committee meetings may be held during core working hours provided that prior consent, which shall not be unreasonably withheld, shall be obtained from The Organisation. The Union shall provide The Organisation with a timetable of regular Union meetings or give at least three working days notice of the intention of holding a meeting.

4.5 The Organisation will provide the Union with a list of new employees regularly for the purposes of recruitment and the opportunity to address The Organisation's induction courses.

5. DISCLOSURE OF INFORMATION

5.1 The Organisation and the Union agree that the fullest of information is essential to the proper conduct of collective bargaining.

5.2 The Organisation undertakes to make available any information, which if withheld would impede the conduct of collective bargaining. This includes any information which might influence the pursuit of formulation of a pay claim by the Union, or the conclusion of an agreement between the Union and the Organisation, or an exercise by either the Union or its members of their existing agreements.

5.3 The Organisation will provide information for health and safety requirements including: plans and performance; technical information; proposed changes to work practices, substances, equipment or the workplace itself; accident records; fire risk assessments; COSH assessments; monitoring and testing results.
Appendix Two of the Recognition Agreement

5.4 The Organisation undertakes that where requested by the union, all information shall be provided in written form and in a form and style which the recipients may reasonably be expected to understand.

5.5 All information shall, where requested by the trade unions, be supported by access to original documents and records.

5.6 The Organisation undertakes not to apply reasons of confidentiality in such a way as to prevent the Union from protecting the legitimate interests of its members.

5.7 The Union undertakes not to unreasonably refuse to treat as confidential, and restrict access to, any information provided by The Organisation when The Organisation so requests.

6. ADOPTION

6.1 This facilities agreement will take effect from the date of the signatures by the authorised officials of the Union and the Scottish Environment Protection Agency. This agreement may be amended by mutual agreement between the signatory parties at any time. Any party may withdraw from this agreement by giving no less than six months notice in writing.

Signed on behalf of the Scottish Environment Protection Agency:

Signature __________________________ Name __________________________
Position: Director of Environmental and Organisational Strategy Date 30/1/09

Signed on behalf of the SEPA Branch of UNISON

Signature __________________________ Name __________________________
Position BRANCH SECRETARY Date 4/2/9

Document History

Original Document agreed 7th October 1997 between SEPA, UNISON (Scotland), IPMS & MPO.
Amendments agreed at the JNCC on 30 October 2008 by SEPA and UNISON following the introduction of a new Recognition Agreement.
Appendix Three of the Recognition Agreement

Consultation Protocol

1.0 SEPA is committed to carrying out meaningful consultation with UNISON regarding a range of issues which may impact on staff. Consultation is a process by which information and ideas are exchanged, concerns are explored and responded to and where-ever possible mitigated. It is far more than the simple provision of information and SEPA is committed to conducting consultation in a manner which enables views to be provided and considered prior to decisions being made.

2.0 SEPA and UNISON recognise that whilst the aim of many consultations should be to reach agreement this will not always be possible or appropriate and in all matters under consultation it remains SEPA’s right and responsibility to make the final decision.

3.0 It is recognised that consultations may take place on a range of organisational issues including Health and Safety, Organisational Structure, HR Procedures. A more extensive list is included in the Recognition agreement between SEPA and UNISON.

4.0 It is further recognised that the context of the consultation may vary depending on the stage a particular issue has reached in the decision making process. Possible scenarios are as follows:

   4.1 Management Decision already taken – consulting on implications and implementation only
   4.2 Management Proposal – consulting on the proposal; considering the reasons for the proposal and the likely impact on staff. Consultation takes place prior to the final decision being taken
   4.3 Management options proposal – consulting on a range of possible responses/options to a particular issue or scenario. Consulting prior to a firm proposal being fixed upon by management
   4.4 Jointly developed proposals – consultation more akin to joint working where an issue has been identified and the parties work together to develop a proposal

5.0 In considering any one issue the consultation may well move through different phases from 4.4 to 4.1. Matters should generally only be first raised under 4.1 where the decision has been made by an authority external to SEPA (e.g. a change to employment or Health and Safety law or a structural change arising out of a government initiated consultation) or where there is a level of urgency which justifies the absence of earlier and wider consultation on options.

6.0 Formal consultations will be tabled at the JNCC or the Health and Safety Committee or may initiated by management in writing to the Branch Secretary. The documentation will outline the issue for consultation and its current status as per section 4 above and the proposed time scale for the consultation. As far as possible it will cover the reasons for the proposal, options considered or for consideration and the likely impact on staff.

7.0 The joint secretaries of the JNCC in liaison with the responsible managers will agree the appropriate forum for the consultation. This may be the JNCC, a formal JNCC sub-group or a local ad-hoc forum established for the purpose. The latter would consist of local managers and Unison representatives with support from HR or other functions as appropriate.
Appendix Three of the Recognition Agreement

8.0 The joint secretaries will consider whether the matter under consultation should potentially be the subject of a formal agreement between SEPA and UNISON. This is most likely to be the case in relation to HR or other management Procedures. However seeking such formal agreement will not be considered to change the consultation into a negotiation and if agreement cannot be reached management retain the right to make a decision and to implement it.

9.0 Notwithstanding point 7.0 above, both parties do recognise that some matters under consultation may require and benefit from a process more akin to negotiation, especially but not exclusively where there is a statutory duty to consult. Any matter which becomes the subject of formal negotiation will be formally recognised as such and dealt with at the JNCC or delegated to a subgroup of the JNCC for subsequent ratification at the JNCC. No local or other informal group is empowered to conduct negotiations between SEPA and UNISON.

SIGNED

or SEPA

DATE 30/11/09

SIGNED ..

.... for UNISON

DATE 4/3/09

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