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	<b>Issued by:</b>	Lynn McNeill
	<b>Authorised by:</b>	Head of Human Resources

**Scottish Environment Protection Agency**  
**Joint Negotiation and Consultation Committee**  
**Constitution**

**1 Title**

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 Aims of Committee**

- \* 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 Functions of Committee**

- a) 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.
- b) 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.

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c) 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.

d) Issues which may be discussed through the consultative machinery include -

- \* introduction / amendment of employment related policies and procedures.
- \* changes to organisation / structure / working practices.

However, at some point it may be necessary to enter into negotiation on some aspect or result of the proposed changes.

e) Issues which may be appropriate for negotiation include -

- \* pay and related terms and conditions of employment.

f) 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.

g) Excluded subjects-

- \* individual grievances (these should be channelled through the Grievance Procedure)
- \* disciplinary hearings and appeals against disciplinary action (these should be dealt with through the Disciplinary and Appeals Procedure).

#### **4 Membership of the Committee**

a) The committee shall consist of:

5 members appointed by management and 6 members of staff (as nominated by the recognised Trade Unions UNISON, IPMS and MPO) plus 1 UNISON full-time official.

b) Officers

The position of Chair of the JNCC shall be held by a Director nominated from within the management side.

Two secretaries - one from the Trade Unions and one from management - shall be

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appointed from within the JNCC. These joint secretaries shall be responsible for providing jointly agreed minutes of each meeting.

- c) Secretariat to the Committee shall be provided by the HR Department

## **5 Committee Meetings**

- a) The JNCC shall meet once every two months
- b) Ad hoc or special meetings may be called at any time by mutual agreement.
- c) 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.
- d) The agenda (including all appropriate documentation) shall be available at least five working days before each scheduled meeting.
- e) Copies of minutes shall be available to all JNCC members within 10 working days of each meeting.

## **6 Terms of Office**

Trade Union side representatives on the JNCC shall be endorsed annually at each recognised Trade Union's AGM. In the event of a TU side representative being unavailable a member approved by the National Executive may act as substitute.

Management side representatives shall fill JNCC seats according to function and shall not therefore be subject to specified terms of office.

## **7 Co-opted Members**

The Chair, on behalf of the JNCC, may invite additional members of management and/or staff (or outside bodies including Full-time Officials of the recognised Trade Unions) 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 Sub-Committees**

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

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consideration by the full JNCC).

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

## **9 Quorum**

Meetings should be sufficiently well planned to allow for full membership attendance. However, when this is not possible, a quorum shall consist of two management representatives and three trade union representatives.

## **10 Facilities**

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.

## **11 Duration of Agreement**

This agreement shall be effective from the date of signature on behalf of SEPA and the recognised Trade Unions 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 Management**

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.

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## Scottish Environment Protection Agency

### Collective Bargaining Arrangements:

- 1 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 staff and management.
- 2 In conducting collective bargaining 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.
- 3 Collective bargaining will take place under single-table arrangements - all settlements emerging from collective bargaining will require the consent of both the management side and the Trade Union side.
- 4 Both sides shall consult each other in good time to discuss particular issues which either may wish to see covered in forthcoming negotiations.  
  
It is anticipated that the formal process shall commence with the Trade Union side submitting its indicative proposal by 1<sup>st</sup> November each year.  
  
Management side shall normally be in a position to respond once details of the Grant -In-Aid are known.  
  
Negotiations shall take place thereafter with the intent of reaching agreement for implementation on April 1<sup>st</sup> each year.
- 5 Both sides agree that the fullest information is essential to the proper conduct of collective bargaining. SEPA management undertakes to make available any information, which if withheld would impede the conduct of collective bargaining, in accordance with the provisions contained within the current Facilities and Disclosure of Information Agreement between the parties.
- 6 If following negotiations the JNCC is unable to reach agreement, a final stage meeting shall be arranged between the Chief Executive of SEPA and the Full-time Officers of the recognised Trade Unions. Such meeting to be arranged as soon as is practicable but certainly within four weeks.
- 7 If the issue is not resolved at this stage, either party may formally register a 'Failure to Agree'. The matter may then be referred to the Advisory, Conciliation and Arbitration Service (ACAS) for conciliation.

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8 The parties agree that no form of industrial action will take place until this procedure is exhausted.

SIGNED ON BEHALF OF SEPA:

.....  
Name Position Date

SIGNED ON BEHALF OF UNISON:

.....  
Name Position Date

SIGNED ON BEHALF OF IPMS:

.....  
Name Position Date

SIGNED ON BEHALF OF MPO:

.....  
Name Position Date