

RECOGNITION AGREEMENT (UNISON)

Policy Title: Recognition Agreement (UNISON)

Policy Ref: 14/01

Policy ownership: Head of Personnel

Links with other Nottinghamshire Police personnel policy: A full appendix will be completed at the close of the personnel policy project.

Policy implemented: 25/6/01

Policy review: 25/6/06

Parties to the Agreement

This agreement is between UNISON Nottinghamshire Police Branch and Nottinghamshire Police.

Employees Covered by the Agreement

UNISON members

Scope of the Agreement

Nationally determined pay and conditions will **not** be covered by the scope of this agreement, except where consultation and, where appropriate, negotiation, is necessary over proposed local applications.

The agreement only covers issues which are within Nottinghamshire Police's jurisdiction. This agreement does not cover the practical application of processes affecting individuals e.g. disciplinary procedures, but proposed changes to these and similar procedures will be subject to negotiation or consultation, as appropriate.

Joint Arrangements

The primary focus of the agreement is meaningful consultation and negotiation. Individual issues will be brought to the attention of the line manager concerned or, if not resolved at Departmental level, brought to the attention of the Employee Relations Manager.

Joint Negotiating and Consultative Committee

Relevant issues, which impact on the Police Staff Associations, on which there is to be consultation will be brought to the Joint Negotiating and Consultative Committee for Police and Support Staff Associations.

Liaison Meetings

There will regular meetings between a UNISON representative and the Employee Relations Manager in order that issues for consultation or negotiation may be discussed informally. A meeting may be requested by either side.

Avoidance of Disputes Procedures

When normal negotiating arrangements fail to reach agreement, the following procedure will apply as a means of resolving the matter at the earliest opportunity.

Both parties agree that no provocative action will be taken by either side, until such time as the procedure is exhausted.

· Stage 1

The local UNISON representative will meet the Head of Personnel with a view to reaching an agreement.

· Stage 2

If the issue remains unresolved, UNISON representatives will meet with a Command Officer with the intention of reaching an agreement.

· Stage 3

If the dispute is deadlocked the UNISON representatives may appeal to the Staff Liaison Committee of The Police Authority, in order to discuss the matter and try and find a solution.

· Stage 4

Should the matter still remain unresolved, the issue may be referred to ACAS for settlement through conciliation or mediation, as appropriate.

Note: The appropriate UNISON Regional Official may be involved at any stage.

Guaranteed Minimum Staffing

In event of a dispute occurring wither by local or national action (however unlikely), UNISON guarantee to provide minimum staffing levels to maintain cover in certain operational posts filled by Support Staff, notably Control Room Operators, Detention Officers to provide some custody facilities, Scenes of Crime Officers, Enquiry Clerks and Desk Clerks. The list is not exhaustive, but there will always be direct contact with the public where an immediate response is needed as the primary role of the job.

Therefore, before any intended action, agreement will be reached with regards to minimum staffing levels, numbers of staff and areas of responsibility, between UNISON Branch and Nottinghamshire Police.

Statutory Rights of Consultation and Negotiation

Recognition confers certain statutory rights. These include the right to be consulted with a view to reaching agreement and, where appropriate, negotiation about employment issues. With regard to Health and Safety, consultation should be with a view to developing and maintaining effective arrangements to ensure the health and safety of employees at work.

Representatives

3 Principal Branch Officers:

Chair

Secretary (who will also act as workplace representative)

Treasurer

Plus 12 Accredited Workplace Representatives

The distribution of the workplace representatives may be altered by UNISON at any time to meet changing requirements, subject to informing the Head of Personnel.

Representatives facilities Including Time Off

Accredited Workplace Representatives

Reasonable access to telephone facilities, the internal postal system and limited use of photocopying facilities, will be provided for Representatives to carry out the duties of UNISON representation.

Nottinghamshire Police reserves the right to impose a charge, where the use of these facilities is excessive.

Reasonable access will be provided to private office facilities for staff counselling. (Both subject to permission from the Representative's line manager at the time.)

Any time, over and above normal working hours, will be paid at plain time and must be agreed in advance by the Employee Relations Manager.

Travel expenses will be paid by Nottinghamshire Police, when attending meetings called by management.

Time off with pay will be given for training courses of mutual benefit subject to the approval of the Employee Relations Manager.

Executive members attending courses in their official role e.g. Treasurer which are essential to the effective running of UNISON will be granted time off with pay as per 5 above.

However attendance at any other courses would be on the understanding that time off would be without pay.

Up to 10% of working time in aggregate may be claimed, to carry out representational duties, excluding meetings called by management.

Branch Secretary

The Police Authority will provide permanent appropriate office accommodation and office equipment/stationery including LAN terminal.

The Police Authority will provide, and pay for, telephone facilities for union duties. In addition: Accommodation will be made available, where possible, for regional meetings.

The Branch Secretary will be seconded to fulltime Trade Unions duties. The regular salary payable will be that of the substantive post held by the Branch Secretary, plus any contractual allowances, up to a maximum of top of grade P4. Salary in excess of this will be met from the union funds.

There is no guarantee to hold open the previous post of the Branch Secretary.

The salary of the Branch Secretary prior to their appointment will be protected when they cease to do the Branch Secretary duties and return to normal work.

In the event of the exceptional absence of the Branch Secretary, the employer will provide time off cover as within the terms of the temporary Higher Responsibility Policy.

Meetings

Up to 2 representatives to attend regional meetings, (4 times per year) 2 representatives to attend National Meetings, (maximum 5 a year).

Attendance at UNISON Conference held in the spring for one week, would be one delegate and one observer/sharer.

Attendance at group meetings will be agreed in advance with management, subject to operational exigencies.

Branch Meetings – all representatives will be allowed time off up to a maximum of 12 meetings per year, for attendance at Branch Executive Meetings.

UNISON is to advise management and also Head of Personnel in advance of the annual schedule of meetings.

Attendance at any National or Regional Conferences and any courses must have the prior approval of the UNISON secretary/chair and the Employee Relations Manager.

Duty time will be paid for attendance at meetings called by Nottinghamshire Police.

Paid duty time in lieu, per person, or re-rostering, will be given to Branch Executive Committee members for attendance at Consultation meetings, if outside rostered duty.

Payment for time off will be up to the limit of this recognition agreement.

Health and Safety Representatives

If the demands on the representative increase the situation will be reviewed.

Check Off

Check off arrangements are already in place. Procedures may be reviewed in the light of legislative requirements. Information on leavers and starters will be provided to UNISON.

Review

Any changes to this document are subject to joint agreement between UNISON and the Nottinghamshire Police.

The Agreement will normally run for a minimum period of 5 years, after which it will be reviewed and if there is no subsequent agreement, may be terminated by the provisions below.

Notice of Withdrawal

Nottinghamshire Police or UNISON may at any time after the five-year period give at least 6 months written notice of their intention of withdrawal from this agreement. The terms of the agreement would therefore cease to apply on a stated date at least six calendar months after the notice has been given (see review procedure.)

However, this Agreement will terminate if and when UNISON ceases to have any members employed by the Nottinghamshire Police.

Signatories to the Agreement

..... Chairperson, UNISON.....Date
..... Chief Constable.....Date
..... Head of Personnel.....Date