

STRICTLY CONFIDENTIAL

WITHOUT PREJUDICE AND SUBJECT TO CONTRACT

FOUNDATION COLLECTIVE AGREEMENT

DATED 28 NOVEMBER 2017

BETWEEN

- (1) **CIVIL NUCLEAR POLICE AUTHORITY** whose head office is at Cullum Science Centre, Building F6, Cullum, Oxfordshire OX14 3DB] ("the CNPA"); and
- (2) **CIVIL NUCLEAR POLICE FEDERATION**, a statutory staff association as provided for by the Energy Act 2004 ("the 2004 Act"), whose head office is at Cinnamon House, Cinnamon Park, Fearnhead, Warrington Cheshire WA2 0AP, ("the CNPF").

1. INTERPRETATION

- 1.1 Terms used in this Agreement which have a defined meaning are printed with an initial capital letter. The definitions are set out in Schedule 1 (Definitions).
- 1.2 The singular shall include the plural and vice versa.
- 1.3 The headings to clauses and schedules in this Agreement are for ease of reference only and do not affect its interpretation.
- 1.4 References in this Agreement to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and enforced from time to time. References to legislation applicable in one part of the United Kingdom will include references to parallel legislation applicable in any other part.

2. SCOPE AND EFFECT

- 2.1 The CNPA and the CNPF intend to enter this Agreement on the basis that it is a legally enforceable contract between the CNPA and the CNPF. Accordingly, any statutory presumption to contrary effect, whether in section 179(1) of the Trade Union and Labour Relations (Consolidation) Act 1992 or otherwise will not apply.
- 2.2 For the avoidance of doubt, in the event of any conflict between the provisions of this Agreement and the wording of any other agreement between the CNPA and the CNPF, the terms of this Agreement shall prevail.
- 2.3 The principal purpose of this Agreement is to establish procedural machinery for the CNPA and the CNPF to conduct collective bargaining with a view to regulating the terms and conditions of employees employed by the CNPA and to resolve any disagreements between the CNPA and the CNPF.

2.4 This Agreement arises from the terms of the agreement reached between the Employer and the CNPF in the document headed TACOS Modernisation dated 17 October 2017 and its appendices as appended at Appendices A and B

2.5 The CNPA and the CNPF intend to apply the procedure in this Agreement to the terms and conditions (and other matters of concern) of employees of the Civil Nuclear Constabulary in the Federated Ranks for whom the CNPF has a statutory representative function pursuant to the 2004 Act.

3. SUBJECT MATTERS

3.1 The CNPA and the CNPF recognise the statutory requirements of section 58 of the 2004 Act and the presumption of applying, insofar as possible and appropriate, regulations made under section 50 of the Police Act 1996, notwithstanding the fact that the CNPA and the Civil Nuclear Constabulary are not governed by the Police Act 1996. The CNPA and the CNPF recognise the obligation to apply and implement, insofar as possible, matters and conditions of service that are subject to regulations under section 50 of the Police Act 1996. For the avoidance of doubt, it is confirmed that the terms of this Agreement and any others pursuant to it shall adhere to that statutory presumption under the 2004 Act.

3.2 Schedule 2 sets out a non-exhaustive list of the matters apt for consultation and negotiation under this Agreement between the CNPA and the CNPF.

4. PROCEDURE

4.1 The Management Board of the CNPA, as does the 2004 Act, formally recognises for the purpose of collective bargaining, representative organisations for employees of the CNPA. For officers of the Civil Nuclear Constabulary in the Federated Ranks the CNPF is recognised. This Agreement builds on existing structures to formalise an effective framework through which the CNPA and the CNPF will consult and negotiate. The procedures in this Agreement extend to both collective and/or individual issues.

4.2 There shall be three phases of the procedure established by this Agreement: Consultation, Negotiation and Dispute Resolution.

4.3 Consultation

4.3.1 There shall be a Joint Consultative Council (JCC) which is a forum for management and representatives to table matters on which each party can present their views within a consultative setting. All matters which either party wishes to raise for joint consideration and which pertain to the employment, terms and working conditions of employees, whether or not governed by or relating to a contract of employment and whether or not covered by the list in Schedule 2, shall in the first place, be tabled for consultative discussion by the JCC.

4.4 Negotiation

4.4.1 There shall be a Joint Negotiating Council ("The Council") which shall operate in a spirit of co-operation and with due regard for reciprocal rights and obligations,

taking into account the interests of both the Employer and the Employees, and in the interests of the business of the CNPA as a whole.

4.4.2 Where an issue cannot be resolved by discussion at the JCC, it shall be open to the CNPA or the CNPF to bring the issue to the JNC. This shall, in particular, be the appropriate forum where the desire of either party is to effect a change to current or future terms and conditions of employment. The JNC shall also be the appropriate forum to raise any dispute or potential dispute which may arise in relation to the scope, application, operation, interpretation, or amendment of this Agreement. Any matter before the JNC must be tabled by either party by way of a written statement of the issue and the desired outcome. The other party shall respond by way of a written statement. Negotiation shall then take place in the form of constructive dialogue with a view to reaching agreement so that recourse to the 'Dispute Resolution' phase will be by exception. All parties accept the fact that a robust negotiation phase resulting in agreement is an objective which will most effectively serve their needs and those of the organisation as a whole.

4.5 *Dispute Resolution*

4.5.1 Where an issue cannot be resolved by discussion at the JNC, it shall be open to the CNPA or the CNPF to refer the issue for dispute resolution in accordance with Schedule 3 to this Agreement. Any matter referred for dispute resolution must be tabled by the referring party by way of a written statement of the issue and the desired outcome to which the other party shall respond by way of a written statement.

4.5.2 All meetings of the JCC and the JNC will be serviced by management and formally recorded. Minutes will be taken at all stages and will be subject to agreement by the parties. Any agreements reached, including dissent and abstentions, will be a matter of agreed record. Agreed minutes and agreements may be shared with other interested parties. A notification of the final outcome of the proposed change will be published to all employees.

4.5.3 Both the JCC and the JNC shall comprise:

- (a) At least two employee representatives from the CNPF and an equivalent number of representatives of the CNPA;
- (b) The Deputy Chief Constable shall be the Chair of both the JCC and the JNC. In the event of the Deputy Chief Constable being unable to chair the meeting, the Employer and the CNPF shall agree on an alternative Chair;
- (c) Such managers or personnel as the CNPA and/or CNPF shall from time to time invite as notified and agreed with the other party in advance of the Forum meeting.

In addition, from time to time, either party may invite appropriate professional advisors to attend (on notice) a part of the Forum's meetings. If all employees (including the Director of Human Resources) are affected by the issue to be raised, the Chair shall be the chair or member of the CNPA Board who is not an employee.

- 4.6 A person proposed by the Deputy Chief Constable and agreed with the Chief Executive of the CNPF shall act as secretary to the JCC and JNC (Forum Secretary). The Forum Secretary's duties shall include:
- (a) informing Forum members of the date of meetings;
 - (b) collating items and papers for Forum meetings;
 - (c) circulating the agenda (as agreed between the CNPA and CNPF) and any other papers for meetings;
 - (d) taking minutes of meetings;
 - (e) distributing information via the Intranet and workplace notice boards and to the employees OR employee representatives directly; and
 - (f) dealing with any correspondence relating to the Forum.

- 4.7 The CNPA shall establish a dedicated part of the intranet for the purpose of disseminating information to employees about the business of the JCC and JNC (Forum Intranet). The expectation is the CNPA and CNPF will publish on the Forum Intranet a joint communication, but both parties reserve the right to publish individual communications.

This information shall include:

- (a) the names and contact details of the JCC and JNC members; and
- (b) the dates, agendas and minutes of JCC and JNC meetings.

The Employer and the employee representatives may also use the Forum Intranet to publish communications to the employees regarding JCC and JNC business, including written responses to issues raised in JCC and JNC meetings or in JCC and JNC correspondence. Any such communications shall be submitted to the Forum Secretary but shall not be used as a substitute for consultation, negotiation and resolution via the JCC and JNC.

All employees shall have access to the Forum Intranet.

- 4.8 JCC and JNC meetings shall each be held at least once every 3 months or as considered appropriate by agreement between the Chair and the CNPF. Any proposal and desired outcome tabled by one party in accordance with paragraph 4.4.2 above shall be communicated to the other at least seven days before the scheduled meeting. . The other party shall respond in writing in accordance with paragraph 4.4.2 above within four days of receipt.

Each party shall have the right to call an extraordinary JCC or JNC meeting on seven days' notice in writing to the other party setting out the proposal and desired outcome in accordance with paragraph 4.4.2 above. The other party shall respond in writing in accordance with paragraph 4.4.2 above within four days of receipt.

Meeting dates shall be notified to the respective JCC and JNC members [and placed on the Forum Intranet] by the Forum Secretary. Members shall confirm to the Forum Secretary whether they are able to attend.

Representatives shall be expected to attend meetings in person, but the CNPA and CNPF can agree to arrange teleconference or videoconference facilities.

- 4.9 A minimum of two CNPF representatives shall be required for a Council meeting to be quorate.
- 4.10 Meetings shall be held in accordance with the CNPF Facilities Agreement.
- 4.11 Save in accordance with paragraphs 4.8 above, all agenda items, should be ordinarily submitted to the Chair and Forum Secretary two weeks before the meeting. The CNPA and CNPF shall add agenda items ordinarily no later than seven days before the meeting save by mutual agreement for more urgent matters. The Forum Secretary shall forward the agenda to all JCC and JNC members [and post it on the Forum Intranet] no later than five working days before any meeting.
- 4.12 The Chair and the JCC and JNC members shall jointly review the unaltered draft minutes of their respective meetings before their publication.

5. INCORPORATION INTO INDIVIDUAL CONTRACTS OF EMPLOYMENT

The CNPA and the CNPF agree, that those terms agreed between them which they consider apt for incorporation into individual officers' contracts of employment, shall be incorporated into the contracts of employment of those officers who are or will be affected by the agreed terms from a date or dates agreed by the CNPA and the CNPF.

6. ALTERATION OF CONTRACTS OF EMPLOYMENT

- 6.1 The CNPA and the CNPF agree that the contracts of employment of the officers provide or shall be modified to provide that any collective agreement reached between the CNPA and CNPF (which expression includes a matter resolved by the dispute resolution procedure under this Agreement) shall be, if agreed to be apt for incorporation, incorporated into the officers' contracts of employment.
- 6.2 The CNPA and the CNPF agree that in the event of agreement being reached following collective consultation, the method of communication of the collective agreed terms and incorporation into individual employees' contracts of employment will be as follows:
 - (a) the CNPA and the CNPF will agree a timescale and method of joint communication (as provided for at paragraph 4.7) of the outcome of collective agreement; and
 - (b) the CNPA and the CNPF will agree the timescale and method of variation of the employees' contracts of employment with the expectation that correspondence/further statement of employment particulars will be issued from time to time to the employees;

7. CONFIDENTIALITY

The parties recognise that during the course of consultation and negotiation confidential and sensitive information will from time to time be provided. If the CNPA reasonably asserts any information is confidential, it shall give to the CNPF a clear statement as to why and what is to be treated as confidential. Where the CNPF needs to consult with its members over matters in relation to which the CNPA reasonably asserts there is confidentiality of information the parties will seek to agree a means of communicating information to the members which does not infringe that confidentiality. Nothing in this clause is intended to permit a party to disclose such confidential information to a third party, save by consent or as required by law, nor prevent a communication permitted by clause 4.7.

8. SCHEDULED REVIEWS

8.1 The CNPA and the CNPF agree to jointly review this Agreement in accordance with the provisions of the Review Criteria and Review Outcomes below.

8.2 The first scheduled review will commence in December 2018 and will conclude no later than 31 January 2019. As part of the review in 2019 the CNPA and the CNPF will agree the schedule of reviews thereafter.

8.3 Before any review commences, the CNPA and the CNPF may take steps to obtain and evaluate relevant data to inform the review (without predetermining the outcome).

9. REVIEW CRITERIA

9.1 During any scheduled review period referred to in the preceding clause (Scheduled Reviews), the parties shall in good faith consider the following matters:

- (a) The efficiency and effectiveness of the Agreement in achieving its intended purposes and any changes which might benefit its operation;
- (b) the overall financing of the CNPA by the sponsoring government department;
- (c) Any proposal in respect of pay and conditions whether as a result of the operation of this Agreement and/or any third party recommendation;
- (d) legal or regulatory requirements; and
- (e) the conduct of industrial and employee relations.

10. REVIEW OUTCOMES

10.1 The outcome of a review will result in one or more of the following:

- (a) agreement in writing between the parties that any or all of the existing collectively agreed terms of this or any other Agreement between the CNPA and the CNPF will cease;

- (b) agreement in writing between the parties confirming amendments to any or all of the existing collectively agreed terms of this or any other Agreement between the CNPA and the CNPF; and
- (c) if after considering the review criteria above and after exhausting the External Mediation procedure, the parties do not reach agreement, either party may terminate this Agreement by serving three months' notice in writing on the other party.

11. DURATION

- 11.1 This Agreement shall take effect from the date it is signed by both parties.
- 11.2 The CNPA or the CNPF may terminate the Agreement at the end of a review period in accordance with clause 8.

12. GENERAL

- 12.1 This Agreement constitutes the whole and only legally binding agreement between the parties relating to the subject matter of this Agreement.
- 12.2 The parties agree that this Agreement does not cover any individual case proceeding through the disciplinary and grievance procedures, save that either party shall be permitted to raise an issue of general application in relation to the scope, application, operation, interpretation, or amendment of the disciplinary and grievance procedures;
- 12.3 The parties agree that Agreement does not cover issues that are the subject of a statutory and/or legal duty to inform/consult a different body of employee representatives;
- 12.4 The rights and obligations of the parties under this Agreement shall not be capable of assignment.
- 12.5 This Agreement does not form part of any contract of any employee of the CNPA. For the avoidance of doubt this provision does not affect the incorporation of collectively agreed terms pursuant to this Agreement into individual officers' terms of employment.
- 12.6 The parties do not intend that any term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties.
- 12.7 If the CNPA or the CNPF delays or fails to exercise a right or remedy under or in connection with this Agreement this will not constitute a waiver of, or restrict future exercise of, that or any other right or remedy and the single or partial exercise of a right or remedy will not prevent or restrict the further exercise of that or any other right or remedy.
- 12.8 Any provision of this Agreement can be altered by agreement between the parties, but any such agreement will not be effective unless it is in writing signed on behalf of both parties.

- 12.9 Any notice given by one party to the other in accordance with this Agreement must be in writing and shall be marked for the attention of the specified representative of the party to be given notice and:
- (a) sent by email to that party's email address; or
 - (b) delivered to or left at (but not, in either case, by post) that party's address.
- 12.10 The address and representative of each party are set out below and may be changed by that party giving at least 14 days' notice to the other party.
- 12.11 CNPF-The Chief Executive, CNPF, Cinnamon House, Cinnamon Park, Fearnhead, Warrington Cheshire WA2 0AP
- CNPA-Deputy Chief Constable, CNC, Cullum Science Centre, Building F6, Cullum, Oxfordshire OX14 3DB
- 12.12 This Agreement shall be governed by, construed and take effect in accordance with English law.

Signed by:

Simon Chesterman

Deputy Chief Constable CNC

Authorised to sign on behalf of the Civil Nuclear Police Authority

Signed by:

Nigel Dennis

Chief Executive-CNPF

Authorised to sign on behalf of the Civil Nuclear Police Federation

SCHEDULE 1– DEFINITIONS

In this Agreement, the following words and expressions shall have the meanings respectively set opposite them.

"Employee" means an employee of the CNPA in the Federated ranks for whom the CNPF has a statutory representative function pursuant to the 2004 Act.

"Employee Representatives" means the Chief Executive and Chairman from time to time of the CNPF, or their nominated representatives

"External Mediator" means an individual appointed from an agreed panel of mediators, typically ones provided by ACAS

"External Mediation" means the process in accordance with paragraph 4 of schedule 3

"CNC" means the Civil Nuclear Constabulary

SCHEDULE 2

Matters covered by this Agreement include, but are not limited to:

1. pay (including pay equity);
2. career progression;
3. awards;
4. allowances;
5. pensions;
6. hours;
7. absence/sickness;
8. other leave;
9. holidays;
10. training;
11. promotions;
12. changes to terms and conditions of service;
13. redundancy;
14. short time working;
15. transfers of employment;
16. capability issues;
17. relocation;
18. information and consultation;
19. flexible working;
20. CNPF facilities time;
21. CNPF access to new recruits and employees;
22. new technology;
23. privacy/data protection;
24. health and safety;
25. grievance and discipline;
26. preventing discrimination and/or other proscribed matters, and;
27. any other matters that the parties jointly decide to address.

SCHEDULE 3– DISPUTE RESOLUTION PROCEDURE

For the purposes of this Schedule 3, unless otherwise specified, the following words and expressions shall have the meanings respectively set opposite them:

"National Parties" means in the case of the CNPF, the Chief Executive and/or Chairman from time to time of the CNPF and, in the case of the CNPA, the Deputy Chief Constable of CNC

"National Representatives" means, in the case of the CNPF, the Chief Executive and/or the Chairman and, in the case of the CNPA, the Deputy Chief Constable of CNC or, in each case, their nominated representative.

1. INTRODUCTION

- 1.1 The purpose of the procedure under this schedule is to facilitate the process of reaching agreement and resolving any differences that arise between the parties in respect of any dispute arising in the course of or in relation to the scope, application, operation, interpretation, or amendment of this Agreement. It should always be the objective to reach agreement without undue delay.
- 1.2 For the avoidance of doubt it is confirmed that any issue at a local, national, or level affecting a particular rank or group of employees for whom the CNPF has bargaining rights shall be capable of being considered under this procedure and it is the intention of the parties to apply this procedure by invoking the procedures set out below.

2. EXTERNAL MEDIATION

Where an issue cannot be resolved between the parties informally or by the JCC and has been considered by the JNC and has not been resolved there, either party may refer the matter for External Mediation within fourteen days of the failure to agree at the JNC in accordance with paragraph 4 below.

3. EXTERNAL MEDIATOR

- 3.1 The parties shall instruct the External Mediator to attempt to facilitate agreement between the parties on the issues in dispute and, in the event agreement cannot be reached within four weeks (or a longer period if the parties agree to extend this time limit) of his or her appointment, to issue a statement at the end of such period covering the following:
 - (a) a summary of the final positions of the parties at the conclusion of the mediation;
 - (b) the External Mediator's conclusions regarding any disputed points of fact that have emerged during the External Mediation process; and
 - (c) the External Mediator's recommended solution to the matter or matters of dispute or disagreement between the parties (a "Recommendation").

- 3.2 In reaching his or her Recommendation, the External Mediator shall also take account of any document, collective agreements, processes or policies relevant to the subject matter of the dispute which is to be determined.
- 3.3 Although the recommendations from the External Mediator are non-binding, the expectation is that both parties will use the External Mediator's recommendations to resolve their difference.
- 3.4 The parties will within one month of the Recommendation to consider it or confirm whether or not they would accept or implement it. If they both agree, the Recommendation will be implemented without delay.
- 3.5 The parties agree that in the event of a failure to implement a Recommendation, there is a requirement of the International Labour Organisation for arbitration in the case of those, as here, who are engaged in the administration of the State and prohibited from taking industrial action. The parties will use their best endeavours to agree a form of arbitration on or before the next scheduled review in accordance with paragraph 8 of the Agreement.