

**Council Joint Consultative Committee on 4 Sept 2006**  
**General Purposes Committee on 25 Sept 2006**

Report title: **Changes to Constitution of Council & Employee Joint Consultative Committee**

Report of: **Head of Personnel**

1. Purpose: To approve changes to the constitution of the Council and Employee Joint Consultative Committee.

2. Recommendations. To agree

2.1 That the Quorum for the meeting shall be 1 in 4 (rounded up) for each of the Employer and Employee side.

2.2 That the Craft Convenor will no longer be part of the Committee and reference to JNC for Craft & Associated employees be deleted.

2.3 That membership from the Employee side shall be based on a ratio of 1 in 600 instead of 1 in 500.



Report authorised by:

for Chief Executive

Contact officer: **Stuart Young, Head of Personnel**  
Telephone: **3174**

3. Access to information:

**Local Government (Access to Information) Act 1985**

No documents that require to be listed were used in the preparation of this report.

## **4 Background**

- 4.1 The constitution was amended last year to incorporate matters for dealing with Teachers issues and thereby make the committee truly representative of all unions recognised by the Council.
- 4.2 However, officers have noted that the committee does not run as well as it could because of difficulties in reaching a quorum and changes in meeting dynamics depending on who sits in the role of 'Chair' for the municipal year.

## **5 Proposals**

- 5.1 Officers have noted that since the formation of the committee meetings have nearly not taken place due to problems in getting a quorum.
- 5.2 In particular, due to clashes with other council committees the Employer side has been in real difficulty in reaching a quorum.
- 5.3 This is because the quorum for the committee requires 1 in 2 members to be in attendance from each of the Employer and Employee side. This is not consistent with other council committees which have a quorum ratio of 1 in 4 (rounded up).
- 5.4 Therefore it is proposed that the quorum shall be achieved by a ratio of 1 in 4 (rounded up) for each of the Employer and Employee sides.
- 5.5 The Craft Convenor is identified as a member of the Employee side of the committee. However, since the transfer under TUPE regulations of all craft employees in the council to Homes for Haringey there is no longer a requirement for the Craft Convenor to be given a seat on the committee. Therefore it is proposed to delete this arrangement and recognition of JNC for Craft & Associated employees from the constitution.
- 5.6 On the 29 June 2006 General Purposes Committee agreed changes to the time off arrangements for the trades unions. Part of the changes were to agree that time off for Branch officers of the unions should be based on a ratio of 1 Branch Officer per 600 union members.
- 5.7 The constitution of CEJCC provides that staff side seats shall be allocated on a ratio of one seat for every 500 union members with a de minimis ratio of 1 seat for those unions with less than 500 union members.
- 5.8 To mirror the time off arrangements for the unions it is proposed that the ratio in the constitution be changed to one seat for every 600 union members.

5.9 A revised constitution is attached at appendix A with the proposed changes underlined or struck through as appropriate.

**6. Legal comments**

6.1 The Head of Legal Services has been consulted on the content of this report and has no specific comment to make.

**7. Financial implications**

7.1 There are no financial implications that have not already been accounted for within the Council's cash limited budgets.

**8. Equal opportunities implications**

8.1 There are no equalities implications arising from the proposals in this report.

## **HARINGEY COUNCIL AND EMPLOYEE JOINT CONSULTATIVE COMMITTEE CONSTITUTION AND FUNCTIONS**

### **1. SCOPE**

1.1 Subject, where appropriate, to the powers of school governing bodies, operating under the Local Management of Schools provisions, the Joint Committee shall deal with matters affecting all employees whose employment is subject to the terms and conditions determined by: the National Joint Council for Local Government Services, ~~the Joint National Committee for Local Authorities Craft and Associated Employees~~, NEOST (National Employers' Organisation / School Teachers), the School Teachers' Pay and Conditions Document and the Soulbury Officers' Committee. (See appendix in relation to Soulbury Officers).

1.2 No matter, including health and safety at work, shall be discussed by the Joint Committee unless such matters have been fully discussed at the Directorate Consultative Committee, Teachers' Negotiating Group or meeting of the Soulbury Employees' Side with the Director of Children's Services and no agreement reached.

### **2. TERMS OF REFERENCE**

2.1 To be a forum for consultation and negotiation, between the Council and its employees, on corporate issues, in relation to Conditions of Service.

2.2 Issues may be referred to the Joint Committee directly, by Management, or, by the relevant employee side secretary, in consultation with the Employer's Side Secretary.

2.3 The Joint Committee will provide a forum whereby Council Members can consult Union representatives on Council policies and strategies, and, if necessary and appropriate, make recommendations to the relevant Council Committee. The Joint Committee will also provide a forum for discussion on matters of mutual interest.

2.4 The Joint Committee is intended as a means of effective communication, in order to prevent, or eliminate friction and misunderstanding.

2.5 The Joint Committee will not consider any matter concerning an individual employee, or, any issues which fall under the scope of existing procedures, e.g. dismissal appeals, individual grievances, and individual grading appeals. Such matters may only be raised as a matter of principle.

### **3. MEMBERSHIP**

3.1 The Haringey Council and Employee Joint Consultative Committee will comprise of: -

- a) representatives of the Employer's Side
- b) representatives of the relevant Employees Side or Sides

3.2 The Employer's Side of the Joint Committee shall be appointed annually by the Council and shall include the appropriate Executive Members and the Chair of the General Purposes Committee, including substitute members

3.3 When the Joint Committee meets to deal with matters affecting employees who are within the purview of the National Joint Council for Local Government Services ~~and the Joint National Committee of Local Authorities Craft and Associated Employees~~, their Employees' Side shall be determined in accordance with paragraph 4.1.2, 4.1.3 and 4.1.4 of this constitution.

3.4 When the Joint Committee meets to deal with matters affecting officers of the Education Service, who are employed under the purview of the Soulbury Committee, the membership of the Employees' Side shall be determined in accordance with paragraph 4.1.5 of this constitution.

3.5 When the Joint Committee meets to deal with matters affecting teachers, the membership of the Employees Side shall be determined in accordance with paragraph 4.1.6 of this constitution.

3.6 The Council and the constituent trade unions shall both appoint substitute members of the Joint Committee, any of whom may act as a substitute for a full member of the appropriate side in the event of the latter being unable to attend a meeting. A substitute, attending a meeting in place of a member, shall have the same powers as the member.

3.7 If a member of the Joint Committee ceases to be a Member, or, employee of the Council, she/he will cease to be a member of the Joint Committee. Any vacancy shall be filled either by a Councillor, for the Employer's Side, or, by a member of one of the constituent trade unions, for the Employees' Sides.

## 4. COMPOSITION OF EMPLOYEES SIDES

4.1.1 Only those constituent trade unions that are recognised at a national level, for negotiations, will be allowed to represent their members at the Joint Committee.

4.1.2 There will be a secretary for each of the three employees' sides

4.1.3 Where the employers' side secretary and each of the relevant employees' side secretaries agree meetings of the joint committee may be convened with more than one of the employees' sides present

### Employees Side (NJC)

4.1.4 The Employees Side (NJC) will be allocated one seat for every ~~500~~ 600 members. Any representative of the Employees' Side of the Joint Committee with less than ~~500~~ 600 members will be allocated one seat. The Employees Side (NJC), Secretary will be allocated one additional seat, to be determined, in addition to the above allocation.

4.1.5 Representatives of the Employees Side (NJC), of the Joint Committee must include the Branch Secretaries of UNISON, T&GWU and GMB. ~~and the Craft Convenor.~~

4.1.6 The representatives of the Employees Side (NJC), including nominated deputies, will be elected by, and from, the duly accredited shop stewards, employed in the services, whose rates of pay and conditions of service are covered by the Joint Committee

### Soulbury Employees' Side

4.1.7 The Soulbury Employees' Side, shall comprise of no more than 8 representatives from the under mentioned relevant organisations. The number of representatives for each of the relevant organisations is to be allocated on a proportionate basis to their respective membership, but, where this is not feasible, the balance of representation will be a matter for the Soulbury Employees' Side to determine.

- National Union of Teachers
- National Association of Inspectors, Educational Advisers and Consultants
- Association of Educational Psychologists
- National Association of Youth and Community Education Officers

'The Secretary of the Haringey Teachers Panel shall also be co-opted to the Employees' Side.

### Employees Side (Teachers)

4.1.8 The Employees Side (Teachers) shall be the Haringey Teachers' Panel representing the Haringey Associations of the recognised teacher organisations.

## **5. FREQUENCY OF MEETINGS**

5.1 The Joint Committee will meet with the Employees Side (NJC), at least once in each committee cycle of the municipal year.

5.2 The Joint Committee will meet with the Employees' Side (Teachers) within 15 working days of a request from the relevant Employers' Side or Employees' Side secretary where a meeting of the Teachers' Negotiating Group has failed to reach agreement on an issue.

5.3 The Joint committee will meet with the Employees' Side (Soulbury) within 15 working days of a request from the Employers' Side Secretary or relevant Employees' Side secretary where a meeting of the Employees' Side (Soulbury) with the Director of Children's Services has failed to reach agreement on an issue

5.4 Special meetings of the Joint Committee, to discuss urgent matters, may be called at 3 working days notice, on a request, to their opposite number, by, either the Employer's Side secretary, or the relevant Employee's Side secretary.

## **6. EMPLOYER'S SIDE SECRETARY**

6.1 The Secretary for the Employers' Side, shall be the Head of Local Democracy, or, their representative, and shall call and minute the meetings, and act in an advisory capacity.

## **7. APPOINTMENT OF CHAIR AND VICE CHAIR**

7.1 A Chair and Vice Chair shall be appointed by the joint Committee at the first meeting with each Employees' Side in each municipal year. The Chair shall be appointed from and by the Employers' Side and the Employees' Sides of the Joint Committee, in alternate years. If the Chair appointed is a member of the Employers' Side the Vice-Chair shall be appointed from the Employees' Sides and vice versa.

## **8. QUORUM AND ATTENDANCE**

8.1 A quorum for the meeting shall be achieved by a ratio of 1 in 4 members (rounded up) for each of the Employer and Employee sides

8.2 The Chief Executive, Head of Personnel and Director of Finance and/or their representatives may attend meetings in a consultative capacity and to advise on the implications for the Council of items under discussion.

8.2 The Directors, or, Chief Officers and/or their representatives may

attend and advise on the managerial implications of issues, which affect their services.

8.3 It shall be open for any trade union to arrange for the attendance, in an advisory capacity, of its district official, at any meeting of the Joint Committee, whilst business, particularly affecting the said Union, is under discussion.

## **9. AGENDA ITEMS MEETING WITH EMPLOYEES SIDE (NJC), ONLY**

9.1 Where possible, agenda items must have been fully discussed through the service level machinery and no agreement reached. Alternatively, an item should be deemed to be of such importance that the matter needs to be considered by the Joint Committee.

9.2 Where possible, agenda items must have been fully discussed, at the pre-agenda meeting, with the appropriate Employees' Side Secretaries/representatives on the Joint Committee, the Head of Personnel, and, the Employer's Side Secretary.

9.3 Agenda items are to be submitted in accordance with the timescales and deadlines, as identified by the Secretary of the Employer's Side, for each meeting.

9.4 The Employees' Side will reserve the right to submit emergency items, in consultation with the Secretary of the Employer's Side.

## **10. REPORTS**

10.1 Reports from the Directors, and/or Chief Officers, should incorporate the comments, of the Head of Personnel, and /or, the Director of Finance.

## **11. PROCEDURES**

11.1 The Joint Committee may call for, or, receive, representatives of, or, representatives from, service committees, or, Directors.

11.2 The agenda of business, and any available report, shall be submitted, by the Employer's Side Secretary, to each member of the Joint Committee, seven calendar days before a meeting, except in the case of special meetings.

11.3 No business, other than that appearing on the agenda, shall be transacted at any meeting, unless both sides agreed to its introduction, at,



or, before the beginning of the meeting. Only urgent matters will be considered.

~~11.4 Not less than one half of the members on each side shall constitute a quorum.~~

11.5 In the case of meetings of joint meetings with the staff side, after the Employees' Sides agenda pre-meeting, there shall be a meeting, between the staff side and the officers, to enable the officers to explain any issues/management proposals, and, to clarify the precise nature of the staff side Agenda items.

11.6 All necessary facilities shall be provided for a pre-meeting of the Employees' Sides of the Joint Committee, prior to the start of each meeting. At these meetings, the Employees' Sides may give notice to request the attendance, at these meetings, of a Director, or, their representative, for consultation.

11.7 The Employees' representatives on the Joint Committee, shall be released for meeting and receive rates for pay, which they would normally have received, for the hours they attend meetings of the Joint Committee and the Employees' Side meetings. Where appropriate travel expenses can be claimed.

11.8 Any meeting taking place outside normal working hours will be paid at normal overtime rates excluding bonus, as and when appropriate, except in the case of part time employees, who can only be paid at plain rate, unless their hours in any week exceed, 36 hours.

NB It should be noted that, in practice, the Council grants time off in lieu for any overtime worked, whenever possible, in order to minimise costs.

## **12. VOTING**

12.1 Recommendations shall only be arrived at with the concurrence of a majority of each side of the Joint Committee. In the event of a disagreement, the matter may be referred to the appropriate Provincial Council machinery, or, (in the case of teachers) agreed dispute resolution machinery

12.2 The Joint Committee shall not have the power to make recommendations inconsistent with their powers, or, decision made at national and /or provincial level.

## **13. REVOCATION OR AMENDMENT OF CONSTITUTION**

13.1 Following consultation with the Joint Committee, the General Purposes Committee may revoke, or amend, this constitution.

## **Appendix (Soulbury)**

The Joint Committee will consider matters concerning Soulbury Officers' Conditions of Service with a view to regular consultation and negotiations towards local agreements which:

- a) supplement the national agreement negotiated through the Soulbury Committee.
- b) relates to aspects of which there is no existing national agreement.
- c) relates to matters peculiar to the Borough of Haringey and its Soulbury paid officers.

The Employer's Side will discuss and consult with Soulbury representatives on matters affecting employees on matters within the scope of the Joint Committee.