

# **MINUTES OF HARINGEY COUNCIL AND EMPLOYEE JOINT CONSULTATIVE COMMITTEE – 4 SEPTEMBER 2006**

Employer's Side: Councillors: \*Griffith (Chair), \*Basu, \*Beacham, \*Diakides (\*Thompson), \*B. Harris, \*C. Harris, \*Gorrie, \*Hoban, \*Meehan and \*Santry

Employees' Side: \*John Snelling (Employee Side Secretary), \*Karen Duberry (Vice-Chair), Cyril Andrews (TGWU/ACTSS), \*Pat Forward, \*Andrea Holden, Frank Brown (UCATT), Steve Coles, \*Sean Fox, Sue Garnett, Patrick Quinn (GMB) Chris Taylor, Gerard McGrath and \*Simon Joseph (Social Service & Children Services Convenor).  
Tony Brockman (Soulbury)  
(Representatives are UNISON, unless otherwise stated).

\*[Members present]

## **1. INTRODUCTIONS**

Members from the Employer's Side, the Employee's Side and officers present introduced themselves.

## **2. APOLOGIES FOR ABSENCE:**

Apology had been received from Cllr. Diakides, for whom Cllr Thompson deputised for the first part of the meeting.

## **3. DECLARATIONS OF INTEREST:**

Cllr Griffith declared that he was a member of the NUT.

## **4. MINUTES and MATTERS ARISING:**

### **RESOLVED:**

That the minutes of the meeting held on 26<sup>th</sup> June 2006, be confirmed and signed.

There were no matters arising.

## **5. URGENT BUSINESS:**

The Employee Side requested that 'Sports and Leisure' be taken as urgent business.

The Chair agreed that these items be taken as urgent business under item 11 below.

## **6. REVIEW OF CONSTITUTION OF CEJCC:**

The constitution was amended in 2005 to incorporate matters for dealing with Teachers issues, however, officers had noted that the committee did 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. Officers had noted that since the formation of the committee, meetings had nearly not taken place due to problems in reaching a quorum. In particular, due to clashes with other council committees the Employer side had been in difficulty in obtaining a quorum. 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). Therefore, it was proposed that the quorum should be achieved by a ratio of 1 in 4 (rounded up) for each of the Employer and Employee sides.

Officers had also noted that the meeting dynamics changed depending on who was sitting in the role of 'Chair' each municipal cycle. The constitution provided that the 'Chair' should be appointed from the Employer or Employee side on alternate municipal years. Officers had observed that when the Employee side were in the 'Chair' the members of the Employer side took a far more passive stance in the meeting since they didn't feel in control and able to make decisions. Similarly, the Employee side members did not naturally enjoy taking a decision stance that the role of 'Chair' seemed to instil. They much preferred to bring issues to the meeting that could be debated and the Employer side then give a ruling and instruction to officers on how to proceed. Whilst there was no practical reason why this dynamic should arise, it was perceived that it did. It was, therefore, proposed that the 'Chair' should always be drawn from the Employer side and the 'Vice Chair' always from the Employee side. This arrangement would better suit the politics and stances of both sides.

The constitution provided that overtime would be paid for attendance at meetings but this provision seemed at odds with the principles of the committee. It was, therefore, proposed to delete this paragraph from the constitution. However, there was an additional note in the constitution that made reference to the Council granting time off in lieu for any overtime worked. It was proposed to retain this reference in the constitution.

The Craft Convenor was 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 was no longer a requirement for the Craft Convenor to be given a seat on the committee. Therefore, it was proposed to delete this arrangement and recognition of JNC for Craft & Associated employees from the constitution.

The constitution of CEJCC provided that staff side seats should be allocated on a ratio of one seat for every 500 union members, with a minimum ratio of 1 seat for those unions with less than 500 union members. To mirror the time off arrangements for the unions it was proposed that the ratio in the constitution be changed to one seat for every 600 union members.

Following a detailed debate and discussion it was agreed to incorporate the quorum change, the removal of the craft convenor and the membership change to 1:600.

The union side objected to the changes relating to the chair remaining with the employer side, maintaining that this was a *joint* committee and issues were raised to the committee and not the chair. They wished to retain rotation of the chair. They also objected to removal of the overtime payments, as different people served on the committee and not all were able to take time in lieu.

## **RESOLVED:**

Those areas of agreement had been incorporated into a revised constitution which is attached at appendix A, with the proposed changes underlined or struck through as appropriate.

Those areas of disagreement would be referred back to Head of Personnel for further discussion with the unions.

## **7. MENTAL HEALTH COMMUNITY SUPPORT WORKERS' PAY CLAIM :**

The employee side presented a detailed report on their claim, dating back to 1993. It was recognised that requests for grade changes had been made over the years, but it was considered that management had refused over that timescale. The documented rejections of the claim were presented, together with a summary of the case.

The employer's responded that Personnel held no records and it was uncertain as to whether individual grievances had been lodged. It was pointed out that grading issues could not be considered under the grievance procedure for a group of staff. The job description had been changed in 2002 around the issue of 'sleep-in', with the move from 'residential' to 'officer' grade affected four people. Talks on the issue had taken place extensively and the decision had now been taken. The cost was of the order of £30k, with the principle of the claim already rejected. The backdating to 2001 was considered reasonable and should not be backdated further. It was conclude that this was not the proper forum for agreeing this sort of issue, with concerns raised that, in any event, it was not appropriate for a decision to be made at this meeting.

#### **RESOLVED:**

That as there was a failure to agree, the issue should be referred back to the unions to progress.

### **8. HOMELESSNESS SERVICE - OPERATIONAL ISSUES :**

The employee side reported that changes had been made with the merger with customer service, without consultation. Health and Safety issues had been raised and a lack of training of customer services staff. The risk assessment had demonstrated a need for screens for staff safety, but these screens had now been removed and replaced with wire mesh.

The Executive Member for Housing addressed these concerns. The issues were being addressed and were monitored regularly. Apologies were given on behalf of the service for not following the procedures correctly. Security had been increased with the use of guards and other measures. Anyone at increased risk would be readdressed. There had been a failure to discuss through appropriate channels. The risk assessments had been carried out but not provided to management, while the local user reps were engaged. The local H&S reps were happy with the proposed changes.

Nobody was now able to get into the building without an appointment. All suggestions put forward by staff had been implemented and were now in place. Only two incidents had been recorded in South Tottenham office, which probably would have occurred anywhere. All feedback to date had been positive, with monitoring continuing with unions. Extensive communication and staff training had been undertaken prior to rollout. Any further H&S training necessary would be undertaken.

It was agreed that there should be better communication between central and local union officers. Formal risk assessment documentation was to be provided. The unions accepted the Executive Member for Housing's apology, with the unions to be kept informed on a regular 4 – 6 week basis. Incidents would be monitored and a report presented at the next meeting.

#### **RESOLVED:**

That dialogue to take place from both sides, to move the issue forward.

### **9. LEARNING & DISABILITY SOCIAL WORKERS – RECRUITMENT & RETENTION BACK PAYMENTS CLAIM :**

Pay parity was agreed as part of equal opportunities and concern was raised that this had not been discussed at union level, which was considered an unfair decision. A staged approach to pay had taken place since 2002, with sufficient numbers of social workers recruited. For older people and adult social workers there had been a large turnover of agency staff, with a retention and salary structure implemented. The individual circumstances of service varied and each was considered on an individual basis, with children / older people / adults looked at separately. The issues were entirely different between the services considered. The strategy had been adopted by the council over a

number of years.

The claim had been backdated to April 2005. There had been a problem at the time in recruiting and retaining staff in these particular services was the logic behind the salaries. This had been agreed by GP in October 2005.

**RESOLVED:**

As there was a failure to agree, the matter was referred back to the unions to progress.

**10. CHILDREN'S SERVICE TRANSPORT:**

New developments were reported that had taken place since the previous meeting. Social services were apparently still proceeding, without consulting with the unions. The unions complained that they had not been invited to working group meetings to discuss the issue. The adverts for driver and carer jobs had already been published, but had not been submitted to the unions for comment etc: It was mentioned that the wrong salary scale had been quoted (should be scale 5 and not grade 5). The unions pointed out that events were occurring without TU consultation.

Management pointed out that regular meetings with the TU's had been held and they had been entirely open about issues. No disputes at these meetings had been aired to date. They were aware of the advert, which was not related to the change, but the post had now been withdrawn in any event. There had been openness with the TU's and was not an issue.

**RESOLVED:**

It was pointed out that there was a corporate IR body mechanism for progressing this issue following the TU discussions with management, as necessary. Items should only be brought to the JCC when these discussions failed.

**11. NEW ITEMS OF URGENT BUSINESS:**

**Sports & Leisure – Council Workers**

Enhanced pay (x1½ Saturday and x2 Sunday) had been available for weekend work and these were to be removed for casual workers. It was maintained that casual working should be spread out over the normal week and enhanced rates of pay restored for full time employees. It was pointed out that casual workers receive the same enhancements as a regular worker. The issue had been raised with the interim Director of Environmental Services and due to failure to agree the issue had been brought to the JCC.

**RESOLVED:**

It was agreed that there was insufficient information to make a decision. The matter should be referred to Corporate Industrial Relations. If it is then not resolved it could be raised again at the next JCC.

**12. DATES OF NEXT MEETINGS:**

***Monday, 4 December 2006 at 19:30 at the Civic Centre***  
***Monday, 5 March 2007 at 19:30 at the Civic Centre***

The meeting ended at 21:50

**Cllr Eddie Griffith**  
**CHAIR**

# 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:

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- 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.