

**DRAFT**  
**JOINT CONSULTATION & NEGOTIATION COMMITTEE**

**EXETER CITY COUNCIL**

1. This is a constitutional agreement between Exeter City Council (the Council) and UNISON, Unite the Union and UCATT (Union of Construction, Allied Trades and Technicians) (the recognised unions). During the operation of this constitutional agreement, these unions only will be recognised for collective bargaining purposes.

The Council recognises the role of the recognised unions party to this agreement in representing the interests of their members and organising and recruiting into membership.

2. With effect from [TBA], a Joint Consultation & Negotiation Committee (the Committee) for the Council will be established with the constitution and functions set out in the attached Joint Consultation & Negotiation Committee Constitution.
3. Any provision of this constitutional agreement may be amended from time to time by agreement of all the signatory parties. The constitutional agreement itself will remain in force until such time as it is terminated by six months notice in writing given by either side to the other side's Joint Secretary.
4. Any of the recognised unions may withdraw from the Committee by giving six months' notice in writing. In the event of any of the recognised unions serving notice to withdraw, those union(s) may not be afforded separate bargaining rights.

SIGNED on behalf of Exeter City Council .....

SIGNED on behalf of  
UNISON .....

SIGNED on behalf of the  
Unite the Union .....

SIGNED on behalf of  
the UNION OF CONSTRUCTION,

HR

6 June 2013

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ALLIED TRADES AND TECHNICIANS .....

Date: .....

## **JOINT CONSULTATION & NEGOTIATING COMMITTEE**

### **CONSTITUTION**

#### **1. COMPOSITION**

- a. The Joint Consultation & Negotiating Committee (the Committee) shall consist of a maximum of 6 members appointed as shown below:-

Council Members	Strategic Management Team	2
	HR Business Manager	1
Recognised Union Members:-	UNISON	2
	Unite the Union / UCATT	1
Total		6

- b. In addition, the Leader of the Council and/or Portfolio Holder for HR and Business Transformation will be invited to attend the Committee on an ex officio basis.
- c. The Council and the recognised trade unions shall review their nominations for membership annually in [TBA – anniversary of implementation] each year. Casual vacancies may be filled as they arise.

#### **2. DATE OF OPERATION**

The members of the Committee shall carry out their constitutional functions with effect from [TBA].

#### **3. FUNCTIONS**

##### General

- a. To promote a good and stable employment relations climate throughout the Council.

##### Negotiating

- b. The negotiation of any variations or agreements relating to employees who fall within the National Joint Council for Local Government Services National

HR

6 June 2013

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Agreement on Pay and Conditions of Service NJC National Agreement (Part 3 matters / local conditions of service); and the Joint Negotiating Committee's for Chief Officers of Local Authorities and Local Authority Chief Executives to be incorporated into employment contracts via collective agreement(s).

#### Consultative

- c. The introduction of / changes to employment policies, working practices, organisation design and physical working conditions at a corporate level, together with Health & Safety matters referred by the JNC for Health & Safety and any other item which both sides agree to refer
- d. Collective consultation in respect of Redundancy as defined in section 195 of the Trade Union and Labour Relations (Consolidation) Act 1992, and TUPE as defined in the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246)

The Committee will not consider any matter concerning an individual employee such as discipline, grievance, promotion or capability, pay and grading and payroll matters.

#### 4. **QUORUM**

A Quorum shall consist of two representatives from the Council and two of the trade unions' representatives which will be from at least two trade unions.

#### 5. **SUBSTITUTES**

A substitute may be nominated to attend a meeting of the Committee on behalf of any member. The substitute will have the same powers as appointed members. Any trade union substitute must be nominated by his/her trade union and must be either a full time officer or an accredited official of that recognised trade union.

#### 6. **CHAIRPERSON**

The meetings will be chaired by a representative from the Council.

#### 7. **JOINT SECRETARIES**

One Joint Secretary shall be nominated by the Council and one by the trade unions in May each year. The Joint Secretaries will be responsible for the production of a record of meetings of the Committee.

#### 8. **POWER TO CO-OPT**

The Committee may co-opt any person or persons with special knowledge to assist them in carrying out its functions. Such persons shall have no right to vote.

The Committee may set up joint Working Groups to exercise any of its functions or business within terms of reference delegated by the Committee.

#### 9. **FREQUENCY OF MEETINGS**

Meetings shall be held monthly. Provisional dates for meetings will be set in May each year.

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## **FACILITIES FOR MEETINGS**

The Council will provide facilities and accommodation for holding meetings of the Committee, including pre-meetings.

Meetings will be held during normal working hours and the trade unions' lay representatives will be paid their normal salary for the time spent at and travelling to and from such meetings and any reasonable associated expenses. Any travelling time outside normal hours will be compensated in the form of equivalent time off in lieu.

## **10. AGENDAS AND RECORDS OF MEETINGS**

The Joint Secretaries will circulate Agendas no later than 10 working days before the date of the meeting. The Agenda will specify which items are matters for joint negotiation and which items are matters for consultation. An unconfirmed record of each meeting will be circulated as soon as possible after each meeting but certainly within 20 working days of the meeting.

## **11. BUSINESS MATTERS**

No business shall be transacted at any meeting of the Committee or any sub-group unless notice has been given to the Joint Secretaries before the Agendas are circulated. The Chairperson may allow consideration of an item of business which in his/her opinion is of sufficient importance or urgency to justify consideration at that meeting.

## **12. AGREEMENTS / ADOPTION OF RESOLUTIONS**

Agreements reached between the recognised trades union members and Council members of the Committee and/or decisions taking in relation to 3 a, c and d on matters delegated to Officers shall be adopted / implemented. Where authority has not been delegated to Officers, such agreements will be referred to Scrutiny Committee (Resources) and / or Executive for resolution / adoption.

Agreements in relation to item 3(b) of this constitution shall be reached by vote. Each Council appointed member will have one vote. Each trade union appointed member will have one vote. Those in attendance on an ex-officio basis are not eligible to vote. Union representatives will have the delegated power to agree on behalf of their Membership. Each side of the Committee being in favour (by majority on each side) will constitute an agreement for resolution at Executive Committee to be adopted and binding on both sides.

Agreements will be incorporated into employment contracts for employees covered by the National Joint Council for Local Government Services National

Agreement on Pay and Conditions of Service and, as appropriate, other occupational groups covered by the Council's single status agreement.

All efforts will be made to reach agreement, including the involvement of full-time Officers of the recognised Trades Unions through substitution arrangements contained in this Constitution. Where agreement on matters of negotiation cannot be reached the matter will be referred to the South West Provincial Council for conciliation.

### 13. **FINANCE**

The Council will meet the administrative expenses associated with meetings of the Committee.

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