

5. THE JOINT CONSULTATIVE COMMITTEE PROCEDURE RULES

1. TERMS OF REFERENCE

1.1 The purpose of the Joint Consultative Committee (J.C.C) is to provide a forum for discussion, consultation and negotiation between Elected Members, senior managers and representatives of the Council's recognised trade unions (UNISON and GMB) on:

- employment relations matters
- working arrangements
- training and development
- welfare
- terms and conditions of employment
- equality issues.

1.2 The J.C.C. will conduct its business in a spirit of openness and co-operation. Its principal role will be to seek to reach agreement based on the belief that sound employment relations are key to the aims and objectives of the Council.

2. MEMBERSHIP

2.1 The J.C.C. shall comprise 12 members.

2.2 The Council's side ("the Employer's Side") shall comprise seven non-executive members, appointed by the Council at its annual meeting. The Employees' Side shall comprise 5 members, as follows:

- UNISON: 4 members
- GMB: 1 member

Each side of the J.C.C. shall be entitled to have advisers in attendance (including members of the Council's Executive, officers of the Council and full-time trade union officers). The advisers may speak upon any item, but not vote on it.

2.3 Prior to 1 April each year, the Employees' Side shall provide the Secretary with a list of its members for the coming year. In the event of a change during the year, the appropriate trade union shall notify the Secretary immediately.

2.4 No person other than J.C.C. members, members of the Executive, advisers or people whom the J.C.C. has agreed, shall be permitted to attend J.C.C. meetings.

3. MEETINGS

3.1 The J.C.C. shall normally meet as follows:

Venue: Committee Room, Chinley Offices
Time: 3.00 p.m.
Frequency: Quarterly, in April, July, October and January.

Subject to their joint agreement, the Chairman and Vice-Chairman may alter the date and/or time of any meeting.

- 3.2 If the Chairman and Vice-Chairman agree that there is insufficient business to justify the holding of a meeting, it may be cancelled and any items adjourned to the next meeting.
- 3.3 An extraordinary meeting shall be held either if agreement to hold such a meeting is reached within the J.C.C. or if a formal written request to that effect is submitted to the Secretary, specifying the proposed business and the reason for urgency.
- 3.4 Where such a request is received and the Chairman and Vice-Chairman are satisfied that the business falls within the terms of reference of the J.C.C., the Secretary shall call a meeting within 21 days.
- 3.5 The Council will make facilities available for separate pre-meetings of the Employer's Side and Employees' Side for a period not exceeding one and a half hours immediately prior to the J.C.C. meeting. Where the Employees Side requests a longer pre-meeting, and the Head of Personnel and Corporate Administration (or nominee) is satisfied that the request is reasonable, additional time may be permitted.
- 3.6 Not less than four weeks prior to a meeting of the J.C.C., at their request the Secretary shall arrange a meeting of the members of the Employees' Side, for the purpose of discussing the contents of the agenda for the forthcoming meeting. Where a non-J.C.C. trade union member has a particular need to attend this meeting, subject to the approval of their manager they may do so.
- 3.7 Time off with pay shall be granted in accordance with the Trade Union Recognition and Facilities agreement.

4. NOTICE OF MEETING / CONTENTS OF AGENDA

4.1 The Secretary shall send to every member of the J.C.C. and to nominated advisers, at the earliest practicable date, notice of the meeting, agenda and accompanying reports. This shall not be later than one week prior to the meeting. The Secretary shall also ensure that copies of the agenda and reports are displayed on staff notice boards.

- 4.2 The agenda of an ordinary meeting of the J.C.C. shall contain the following items, as appropriate:
- a) Apologies for absence
 - b) Appointment of Chairman and Vice-Chairman
 - c) Confirmation of minutes as a correct record
 - d) Matters arising from the minutes
 - e) Any item within the terms of reference of the J.C.C. referred to the Secretary by either side, subject to the provision of an appropriate written report and, in respect of Employees' Side items, there having been a reasonable opportunity given for the matter to be resolved informally
 - f) The recommendation(s) of any sub-committee or working group set up by the J.C.C.
- 4.3 Items raised at the meeting under 'any other business' shall not normally be permitted unless the Chairman and Vice Chairman agree that there is an urgent need and that the lack of formal notice is justified.

5. QUORUM

- 5.1 Three members of the Employer's Side (excluding members of the Executive and officers) and three members of the Employees' Side shall together constitute a quorum. No formal business shall be transacted unless a quorum is present.

6. OFFICERS

- 6.1 A Chairman and Vice-Chairman shall be appointed at the first meeting in each year commencing 1 April. Where the Chairman is an Employer's Side representative, the Vice-Chairman for that year shall be an Employees' Side representative, and vice versa. Unless otherwise agreed, the Chairman and Vice-Chairman will alternate between Employer's and Employees' Sides each year.
- 6.2 In the event of a casual vacancy, the position will be filled by nomination from the appropriate side at the next ordinary meeting.
- 6.3 In the absence of the Chairman, the Vice-Chairman shall preside. In the absence of both, the side that nominated the Chairman shall nominate a member of the J.C.C. to preside for the remainder of that meeting.
- 6.4 The Business Manager: Democratic Services shall act as Secretary to the J.C.C. and shall be responsible for the compilation and circulation of agendas and minutes.
- 6.5 The Employees' Side shall nominate a person who would normally attend meetings of the J.C.C. (either as a member or as an adviser) to

act as their secretary and to liaise with the Secretary to the J.C.C. and the Employer's Side, as appropriate.

7. PROCEDURE AT MEETINGS

- 7.1 No business shall be considered at any meeting of the J.C.C. other than:
- a) business set out in the Notice of Meeting;
 - b) any other business which is urgent and which the Chairman and Vice-Chairman agree should be considered.
- 7.2 Recommendations or decisions of the J.C.C. shall be reached only by a majority of the members present, from both sides.
- 7.3 Except as the J.C.C. may otherwise agree, the procedure of meetings shall be in the hands of the Chairman, who will follow the usual rules of fair debate.
- 7.4 The J.C.C. may appoint such Sub-Committee or Working Groups as it may consider appropriate.

8. MINUTES

- 8.1 Minutes of meetings shall be drafted by the Secretary to the J.C.C. who shall ensure that a copy of the draft is sent to the Secretary of the Employees' Side not later than fourteen days after the date of the meeting, for comment as to their accuracy.
- 8.2 After taking into account any comments received, the Secretary to the J.C.C. shall prepare a final draft and issue this to all members of the Committee. The Secretary shall also ensure that the minutes are submitted to the next meeting of the Corporate Select Committee for scrutiny and that copies are placed on staff notice boards.
- 8.3 At its next meeting, the J.C.C. shall consider the accuracy of the minutes and, if it is satisfied that they are an accurate record, the Chairman shall sign them.
- 8.4 The minutes shall contain a record of agreements reached and any points upon which agreement was not reached. They shall contain no detail of debate.

9. UNRESOLVED ISSUES

- 9.1 If the J.C.C. cannot reach agreement on a particular issue, the matter shall be referred to the Corporate Select Committee, and the Trade Union (s) concerned will be invited to speak accordingly, before a recommendation is made to the Executive. In the event of a continuing failure to agree, appropriate matters may thereafter be referred by

either side to Disputes / Differences machinery of the East Midlands Regional Local Government Association.

- 9.2 Both sides accept that this Constitution implies an agreement between employer and employees which is binding in honour only and agree to use their best endeavours to ensure that the spirit and intention thereof is honoured at all times.