

**AGENDA ITEM 6
TERMS OF REFERENCE**

(6) UNION/EMPLOYEE CONSULTATION COMMITTEE

OBJECTS

1. The general objectives of this Union/Employee Consultation Committee are:-
 - (i) To bring together representatives of Management and employees in consultation with the object of furthering the aims of and improving the efficiency of the Council.
 - (ii) To afford a regular basis of consultation and negotiation as appropriate on matters relevant to these objectives and also on matters appertaining to employee relations, working and other arrangements and terms and conditions of employment which are not reserved for negotiation at national, provincial or other agreed local level.
 - (iii) Thus, to give the employees concerned a wider interest and greater responsibility in these matters.

FUNCTIONS

2. In pursuance of these general objectives the following are cited as specific matters for consideration by the Committee:-
 - (i) Operational matters which are for Management to decide but which Management should explain to the employees with the objective of affording them an opportunity of seeking views and thus encouraging a sense of personal involvement, e.g. organisational and reorganisation and provision of equipment and use.
 - (ii) Monitoring that, at every point where decisions are made about individuals including their engagement, promotion, training, treatment, remuneration, hours and other conditions there are no signs that:-
 - (a) Prejudice about sex, ethnic origin, age or disability or any other prejudice against a minority group are influencing decisions.
 - (b) Indirect discrimination, e.g. in the form of non essential age limits or qualifications criteria, or word of mouth recruitment is having an adverse

impact on women, ethnic minorities, people with disabilities or older people or any other minority group.

- (iv) Ensuring that necessary data is recorded to ensure monitoring is possible.
- (v) Administrative matters on which Management should keep the employees informed as to plans and intentions particularly in regard to changes, which will affect them. This will involve consultation with a view to assisting Management in decision making or negotiation according to the subject. Examples of the two types of classification are:-

*Consultation:-

- (i) Current and probable business developments.
- (ii) Restructuring of employment and possible redundancies.
- (iii) Decisions likely to lead to substantial changes in work organisation or contractual relations, including collective redundancies or business transfers.
- (iv) Content and conduct of local training programmes, procedure for selection and promotion, physical and social welfare amenities, formulation and application of disciplinary rules and other people management policies.

** Consultation is defined as enabling employee representatives to put forward their views and to obtain a reasoned opinion from the employer to any such opinion.*

With regard to point (iii), consultation must take place with a view to reaching agreement.

Negotiation

- (i) Local terms and conditions of employment not reserved to the national, provincial or agreed local procedures; incentive bonus schemes and efficiency agreements; application of National and Provincial agreements and grievance procedure.

CONSTITUTION

3. MEMBERSHIP

- (i) The Committee shall comprise representatives of Management and Employees holding office for a period of

one year and eligible for reappointment or re-election.

- (ii) The composition of the Employers' Side of the Committee shall be ten elected Members with voting rights and substitutes in the event of nominated Members being unable to attend. The Chief Executive, Head of Human Resources and Payroll and Director of Resources shall attend in an advisory capacity without voting rights; together with such other officers of the Council as may be appropriate having regard to matters to be discussed.
- (iii) The Employees Side of the Committee shall comprise ten representatives selected by the local branch of the Trade Union representing the employees, together with full-time Trade Union officials (if required).
- (iv) The Union Side shall submit the names of their representatives forming the employees side to the Committee to the Chief Executive Officer of the Council not later than the beginning of each meeting.
- (v) The Committee shall appoint a Chairman and Vice Chairman from among the Committee. When the Chairman is appointed from one side of the Committee the Vice-Chairman will be appointed from the other side. These Officers will also act as Chairman of their respective sides of the Committee.
- (vi) The Chief Executive Officer will act as Secretary to the Joint Committee.
- (vii) The Members of the Committee shall hold office for one year and shall be eligible for re-appointment. Any vacancy that occurs shall be filled as it arises.

4. ADVISERS

- (i) Either side shall have the right to have in attendance upon them, persons with a specialised knowledge, in a consultative or advisory capacity but without the right to vote. Such attendant shall be notified to the Secretary of the Employers' Side who will arrange for notices of meetings, agendas and minutes to be forwarded to such representatives unless requested otherwise.

PROCEDURE

- (i) The tenure of office of the Committee shall be from May each year to the following May (the Annual Meeting of the Council to the following Annual Meeting) (one year).

- (ii) Regular meetings shall be convened during working hours at three monthly intervals and held at Sherwood Lodge, Bolsover.
- (iii) Meetings may be called by the Chairman at any time at the request of either side submitted through their respective Chairmen.
- (iv) Employees will be granted time off with pay to attend meetings and will be entitled to payment in the event of meetings continuing beyond normal working hours.
- (v) Separate meetings of the Employers' Side and of the Employees Side of the Committee shall take place immediately prior to the meeting of the Union/Employee Consultation Committee and facilities for this purpose will be provided at the venue of the meeting.
- (vi) The Employees Side shall submit to their respective secretaries items which they wish to be included on the agendas of regular meetings, and they will be responsible for forwarding this information to the Chief Executive Officer not later than fourteen days prior to a meeting.
- (vii) In the event of a scheduled meeting being due and there being no items from either side, following consultation with the Chairman and Vice Chairman, the meeting be cancelled and members advised accordingly.
- (viii) The agenda for business of regular meetings shall be circulated by the Chief Executive Officer to each member and to any consultative or advisory representative not later than 10 days before a meeting. The matters to be discussed at any meetings of the Committee shall be stated on the agenda with a notice summoning the meeting provided that any other business may be considered if admitted by a majority vote of each side. Nominated Trade Union Officers shall be provided with 10 copies of the agenda and reports to circulate to their Members as appropriate and to their full-time Trade Union Officials.
- (ix) Four members of the Employers' Side and four members of the Employees Side of the Committee shall together constitute a quorum.
- (x) Recommendations shall be reached only by a majority of each of the two sides voting separately.

- (xi) An individual employee wishing to raise with the Committee any question within the function shall do this through his/her appropriate representative on the Committee.
- (xii) If the Committee cannot agree to a negotiable issue, officers of the Trade Union shall negotiate with the appropriate administrative officers of the Council. Failing agreement appropriate matters may thereafter be referred by either side to ACAS, if necessary.
- (xiii) The draft minutes of the Committee to be agreed between the Chairman and Vice Chairman of the Committee prior to submission to the Council and circulated to members of the Committee.
- (xiv) Both sides accept that this agreement is binding in honour upon them but both expressly agree that it is not intended to constitute a legally enforceable agreement between them. It is further agreed that the parties to the agreement will use their best endeavours to ensure that the spirit and intention of the agreement is honoured at all times.