



FOR PUBLICATION

DERBYSHIRE COUNTY COUNCIL

IMPROVEMENT AND SCRUTINY COMMITTEE - RESOURCES

THURSDAY, 9 MAY 2024

Report of the Director of People and Organisational Change

Trade Union Time Off (TUTO)

1. Purpose

- 1.1 To update Improvement and Scrutiny Committee – Resources, on the current situation regarding Trade Union Time Off within Derbyshire County Council.

2. Information and Analysis

- 2.1 As Elected Members will be aware, Derbyshire County Council recognises a number of trade unions, and is therefore required to follow ACAS guidance in relation to this. The relevant guidance, and the minimum that an employer should follow is the ACAS Code of Practice on time off for trade union duties and activities. For clarity, trade union duties are mainly related to issues connected with the collective bargaining process and representing members, whereas trade union activities are related to internal trade union meetings and arrangements.
- 2.2 The Code of Practice is not prescriptive in defining the amount of time off for trade union purposes, but states; 'The amount and frequency of time off should be reasonable in all circumstances'.
- 2.3 The Code of Practice also states that 'Employees who are representatives of an independent trade union recognised by their employer are to be permitted reasonable time off during working hours

to carry out certain trade union duties’, and that ‘an employer who permits union representatives time off for trade union duties must pay them for the time off taken’. The amount of pay should be the amount the employee would have earned had they worked during the time off taken.

2.4 In addition to the ACAS Code of Practice, Derbyshire County Council has voluntarily agreed with Unison, Unite and GMB, a trade union recognition agreement comprising:

- The Recognition Agreement itself,
- Appendix 1 of the agreement – a list of issues the authority has agreed to negotiate, consult or engage with trade unions on,
- Appendix 2 of the agreement – the trade union time off and facilities agreement,
- Appendix 3 of the agreement – an agreed consultative framework.

2.5 The above agreement is currently due for review and consultation with the trade unions is ongoing.

2.6 Trade Union Membership

Trade union membership figures over the period 2020 to date indicate a steady decline in membership overall:

Trade Union	Feb 20	Jan 21	Jan 22	Feb 23	Jan 24
Unison	4129	3872	3509	3364	3235
Unite	329	324	227	241	239
GMB	900	971	979	1059	1112
Total	5358	5167	4715	4664	4586

2.7 Trade Union Time Off

In accordance with the recognition agreement, ‘block time’ is allocated on a pro rata basis, based on overall trade union membership, and details are shown below of how this time is currently allocated within this authority. It should be noted that there is a separate time off provision for schools, and this is funded by schools.

Current ‘Block Time’ Allocations

Trade Union	20/21 (FTE)	21/22 (FTE)	22/23 (FTE)	23/24 (FTE)	24/25 (FTE)
Unison	5	4.5	4.5	4	4
Unite	1	1	1	1	1
GMB	1.5	1.5	1.5	2	2
Total	7.5	7	7	7	7

- 2.8 However, the actual number of trade union representatives is not regulated, i.e. there is no limit on the number of individuals who may be elected as a trade union representative. Such representatives would not be afforded 'block time' but may request 'ad hoc' time only. The overall number of trade union representatives and relevant departments is detailed below.

	Unison	Unite	GMB
ASCH	8	2	0
CS	6	0	3
CST	4	4	4
Place	6	4	0
Total	24	10	7

- 2.9 Public sector trade union facility time data (GOV.UK) indicates that the number of trade union representatives that spend 100% of their working hours i.e. the whole of their working week, on trade union duties / activities varies throughout local authorities from 0 to 20. Those reporting zero generally being smaller city, borough or district councils. The local authority with the highest number of representatives spending 100% of their time on trade union duties / activities is Birmingham City Council. Again, trade union time off for educational facilities (schools) is reported separately under these provisions.
- 2.10 Similar local authorities in the area have the following numbers of employees spending 100% of their time on trade union duties:
- Nottinghamshire County Council – 4
 - Leicestershire County Council – 3
 - Lincolnshire County Council – 1
- 2.11 Overall cost and percentage of Pay Bill.

The Trade Union (Facility Time Publication Requirements) Regulations came into force on 1 April 2017, requiring public sector organisations who employ over 49 FTE employees to publish information relating to trade union usage and spend. The overall

spend within Derbyshire County Council, shown in both actual spend and as a percentage of the overall pay bill is detailed below.

Year	2017/18 £	2018/19 £	2019/20 £	2020/21 £	2021/22 £	2022/23 £	2023/24 £
Cost of facility time	274,604	283,357	232,892	186,714	142,748	178,646	166,275
% of pay bill	0.09	0.08	0.07	0.05	0.05	0.05	0.04

The above regulations indicate that overall spend as a percentage of the pay bill varies throughout local authorities from 0% (comprising city, borough and district councils) to 0.42% (Coventry City Council).

2.12 Similar sized local authorities in the area have a higher percentage spend than Derbyshire, with both Nottinghamshire County Council and Leicestershire County Council's spend being 0.07% of their overall pay bill, and Leicestershire County Council's being 0.06% of their overall pay bill.

2.13 Trade Union Facilities

Trade Union representatives are currently afforded time off for the following duties, which includes, but is not limited to the following:

- Duties arising from membership of joint consultative committees including CJC, DJC, and approved sub committees,
- Individual representation,
- Consultation on organisational reviews and restructures,
- Health and safety inspections,
- Participation in the job evaluation process, and
- Trade union observation of recruitment panels.

Paid time off is also allowed for a limited amount of trade union activities (5 x stewards meeting per annum) although the remainder of trade union activities are unpaid.

An agreed amount of paid time off for training is allowed for within the time off agreement, primarily in relation to training for newly accredited representatives in order for reps to be able to carry out their duties effectively.

Paid time off is also granted to Union Learning Representatives although this is utilised to a very limited extent, and also each trade union may attend their national conference (the number of delegates related to total membership as detailed in the time off agreement).

Additional facilities granted to trade union representatives are as follows:

- Accommodation for meetings (subject to availability).
- Office accommodation (subject to availability. This currently comprises 2 rooms within the County Hall complex (shared between all trade unions including teaching unions) and one office based at Stonegravels depot.
- Shared noticeboards (subject to availability).
- Use of telephone (where available).
- Use of the council's email (where the representative is an authorised user – this must not be used for matters of canvassing or for promoting or assisting in industrial action).
- Deduction of trade union subscriptions at source (subject to employees' consent). There is currently a charge for this service.

3. Consultation

3.1 The trade union recognition agreement and the associated appendices, including the time off agreement are currently subject to review having been in place since April 2021. Initial amendments have been suggested and shared with Unison, Unite and GMB. HR colleagues will meet with Regional Officers on 8 May 24, to progress this review.

3.2 The full set of documents to be considered are:

- The Recognition Agreement which acknowledges that the authority recognises certain trade unions for the purpose of collective bargaining.
- Appendix 1 of the agreement – The list of issues which are subject to either negotiation, consultation or engagement.
- Appendix 2 of the agreement – The time off and facilities agreement.
- Appendix 3 of the agreement – The consultative framework which outlines agreed departmental and corporate meetings with trade unions, their frequency, attendees and terms of reference.
- The role specification and associated time off for the joint trade union coordinator.

4. Alternative Options Considered

- 4.1 One option is to not review the Recognition Agreement and the relevant appendices at this time. However, the council committed to review this process by April 2024 as part of the original agreement, and it is in both the council's and the trade union interests to ensure that it remains relevant and fit for purpose.

5. Implications

- 5.1 Appendix 1 sets out the relevant implications considered in the preparation of the report.

6. Background Papers

- 6.1 None

7. Appendices

- 7.1 Appendix 1 – Implications
7.2 Appendix 2 – Trade Union Recognition Agreement
7.3 Appendix 3 – List of issues for negotiation, consultation and engagement
7.4 Appendix 4 – Trade Union Time Off and Facilities Agreement
7.5 Appendix 5 – Consultative Framework

8. Recommendation(s)

That Committee:

- a) Note the current situation regarding trade union time off and facilities and note the proposals to review the recognition agreement.

9. Reasons for Recommendation(s)

- 9.1 It is recognised good employment practice to regularly review employment procedures to ensure they remain effective and up to date.

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Appendix 1

Implications

Financial

- 1.1 The cost of trade union time off for 2023/24 was £166,275 as noted in the body of the report.

Legal

- 2.1 Where a trade union is officially recognised by the employer, trade union representatives are entitled to reasonable paid time off to carry out their duties.

Human Resources

- 3.1 The trade union recognition agreement and associated documents are currently being reviewed as noted in 3.1 of this report.

Information Technology

- 4.1 No Information Technology implications.

Equalities Impact

- 5.1 No equalities implications.

Corporate objectives and priorities for change

- 6.1 This is relevant to the Council's strategic objective of providing high quality public services, by developing and engaging the council's workforce.

Other (for example, Health and Safety, Environmental, Sustainability, Property and Asset Management, Risk Management and Safeguarding)

- 7.1 None

Trade Union Recognition Agreement	
This agreement dated 1 May 2021	
PARTIES	
(1) Derbyshire County Council,, County Hall, Smedley Street, Matlock, Derbyshire , DE4 3AG; (“the Council”)	
(2) UNISON, GMB and UNITE County Hall, Smedley Street, Matlock, Derbyshire, DE4 3AG (“the Trade Unions”)	
1	Introduction
1.1	The terms of this formal agreement are binding in honour only and do not constitute a legally enforceable agreement.
1.2	The Trade Unions recognise that it is the Council’s responsibility to organise and manage its activities in order to fulfil its aims and objectives, which are to be a sustainable and successful Council that is accountable to our residents, our employees and our partner organisations.
1.3	The Council and the Trade Unions have common objectives to:
1.3.1	Work together in a spirit of mutual trust and co-operation to ensure the efficiency and success of the Council with the view of delivering the Council’s aims and objectives;
1.3.2	Build positive working relationships and promote effective employee relations including recognising and valuing the trade unions’ role in managing change, representing the views of staff and through negotiation avoid possible disputes;
1.3.3	Encourage communication with the Council’s employees;
1.3.4	Ensure that all employees are treated fairly and provided with fair access and treatment in employment.
1.3.5	Support the consultative and negotiation framework and to develop our employment policies and practices; and;
1.3.6	Seek to work together to resolve issues in accordance with the spirit of this agreement in a timely manner and at the lowest possible level, taking account of section 9.
2	Purpose
2.1	The purpose of this agreement is to voluntarily establish formal recognition of the Trade Unions by the Council and to establish a framework for consultation and collective bargaining as defined in s. 178 of the Trade Union and Labour Relations (Consolidation) Act 1992 (TULRCA).

2.2	The bargaining unit for which the Trade Unions shall be recognised comprises all employees of Derbyshire County Council, (the "Bargaining Unit") except those employed in schools where the Governing Board performs the function of the employer.
2.3	Items for negotiation, consultation and engagement. As detailed in Appendix 1.
2.4	With regard to section 2.3 all negotiation, consultation and engagement is in relation to policies and procedures and does not include individual employees or cases.
2.5	Agreements reached between the Council and the recognised Trade Unions by way of the recognised bargaining machinery, and where appropriate, will be incorporated into the contracts of staff employed by the Council.
3	Trade Union Membership
3.1	This formal agreement recognises the right of any individual employee to join a Trade Union, hold office within the Trade Union and benefit from trade union representation.
3.2	Subject always to the Council receiving written and signed consent from any new employees who join the Bargaining Unit, the Council agrees that it will make reasonable efforts to inform the Trade Unions and give them the opportunity to communicate with such employees and provide them with the opportunity to become a member of a Trade Union.
3.3	Subject always to the Council receiving written and signed consent from the employee concerned, the Council agrees to make an appropriate deduction from the employee's salary, which the Council will pay to the Trade Union on the employee's behalf in lieu of the employee's Trade Union subscription fees.
4	Appointment of Trade Union Representatives
4.1	The Trade Unions agree that they will operate in accordance with the principles defined in the Trade Union Time Off Agreement attached at Appendix 2, including block time allocation of trade union time off based on trade union membership figures (Section 5 part b).
4.2	The Council accepts that the Trade Unions' members will elect representatives in accordance with their union rules to act as their spokesperson in representing their interests.
4.3	The recognition and facilities afforded by this agreement to any representative or official shall be withdrawn in the event that:

	<ul style="list-style-type: none"> ❖ The individual resigns the appointment for which the recognition and facilities have been granted, and/or is no longer a representative; ❖ The Trade Union for which they are acting as a representative, notifies the Council, in writing, that the individual has ceased to be a representative or official; or ❖ The individual is no longer employed by the Council.
5	Responsibilities and duties of Trade Union representatives
5.1	The Council accepts that each representative of the Trade Unions will represent the interests of the Trade Union and trade union members within the Bargaining Unit, and as far as their duties in this capacity are concerned, they are subject to the control of the Trade Union represented, and at all times they are expected to carry out their duties in accordance with the Council's Code of Conduct.
5.2	Any action taken by representatives of the Trade Union in good faith and in pursuance of their duties as a representative of the Trade Union shall not affect their employment or career prospects within the Council.
5.3	The duties of the Trade Union representatives are as detailed in section 2 of the Trade Union Time Off Agreement attached at Appendix 2.
5.4	It is the responsibility of the Trade Unions to ensure that their representatives are appropriately briefed on and trained in their duties, the rules and practices of their respective trade union, and the appropriate agreements and procedures and the practice of industrial relations generally.
5.5	Without prejudice to clause 6 below in all other respects, the trade union representatives will conform to the same working conditions and duties of their fellow employees.
6.	Time off work for trade union duties and activities
6.1	Arrangements for time off work for trade union duties and activities, are set out in the Trade Union Time Off and Facilities Agreement June 2020 attached as Appendix 2 as amended, modified or updated from time to time.
7	Facilities
7.1	Arrangements for the provision of facilities are set out in the Trade Union Time Off and Facilities Agreement April 2020 attached as Appendix 2.
8	Consultative Framework

8.1	The meeting framework and associated details including terms of reference are included in Appendix 3.
9	Dispute Resolution
9.1	It is expected that all matters will be resolved at the lowest level and all Parties agree to seek an informal resolution as best practice. Where there is a failure to agree on a recommendation, any unresolved matter should only be referred to an agreed external body when the local mechanisms have been fully exhausted, taking into account agreed time limits.
9.2	Local mechanism includes submission of matters to the Appointments and Conditions of Service Committee, whose role and function includes to consider corporate disputes on terms and conditions of employment.
10	Duration
10.1	This agreement takes effect from 1 May 2021 and shall continue unless modified by agreement in writing between both parties or terminated in whole or in part by either party giving the other not less than three months' notice in writing. Notice will only be given where parties have attempted to resolve any issues informally and have been unable to reach a mutually agreeable resolution.
10.2	On termination of the agreement in accordance with 10.1 the provisions detailed in section 2 will cease to have effect.
10.3	This formal agreement will be subject to review after 3 years, and any modifications must be agreed in writing by all parties.
	Signed by
	[Signature on behalf of the organisation]
	Signed by: Emma Crapper – Director of Organisation Development and Policy
	Unison
	GMB
	Unite
	[Signature on behalf of the Trade Unions] Emma Roberts - Unison Jon Smith - GMB Paula Stephens - Unite

Appendix 1 to Trade Union Recognition Agreement

Matters for Negotiation, Consultation and Engagement

2.3 Collective bargaining means negotiations relating to or connected with one or more of the matters specified in s. 178(2) Trade Union and Labour Relations (Consolidation) Act 1992. In recognising the Trade Unions, the Council will agree to negotiate with the Trade Unions on the following matters:

For the purposes of this agreement negotiation refers to discussions held between all parties with the aim of reaching a mutually acceptable agreement.

2.3.1 Terms and conditions of employment, including;

- Pay and grading structure;
- Overtime and allowances;
- Weekend work and enhanced hours;
- Rest day payments for shift workers;
- Bank holiday payments;
- Standby duty;
- Recall to work;
- Sleep-in duty;
- Waking duty;
- Working week;
- Payment during absences;
- Annual leave entitlement;
- Sick pay scheme;
- Continuity of service for sick pay;
- Notice periods;
- Job Evaluation scheme;

The National Joint Council (NJC) for Local Government Services negotiates pay awards which Derbyshire County Council will reflect within Derbyshire Pay Scales.

This is the minimum and Derbyshire County Council has scope to increase benefits.

Where national pay agreements require any interpretation or deviation from this agreement, this will be subject to negotiation.

2.3.2 In addition to the agreement to negotiate with the Trade Unions on the matters specified in 2.3.1, the Council agrees to consult and engage with the Trade Unions on additional matters as outlined below.

Consultation

For the purpose of this agreement, consultation refers to specific planned changes where the Council will share information and consider feedback on the following matters:

2.3.3 Terms and conditions of employment including:

- Travel (journeys to be claimed and payment of travel expenses);

- Excess travel;
- Payment for additional duties;
- Pay protection;
- Overpayments;
- Flexible working hours scheme;
- Employee leave schemes and flexible working;
- Medical appointments;
- Grievance procedure;
- Harassment and bullying procedure;
- Attendance management procedure;
- Adverse weather policy;
- Capability procedure;
- No strike clause (in relation to grade 14 and above);
- Market supplement policy;
- Induction procedure;
- Performance management policy.

2.3.4 Engagement, non-engagement, suspension or termination of employment, including;

- Redundancy, redeployment, protection of earnings and buy out of hours policies;
- Fixed term contracts policy;
- Secondment policy;
- Departmental reviews and restructures;
- Recruitment and selection;
- TUPE transfers.

2.3.5 Allocation of work or duties

2.3.6 Disciplinary matters;

- Disciplinary procedure;
- Code of conduct for employees; (this includes confidentiality & information security, gifts and hospitality, political restriction, secondary employment, personal use of DCC facilities and equipment).

2.3.7 Trade union membership or non-membership.

2.3.8 Facilities for trade union officials including;

- Trade union time off and facilities agreement.

2.3.9 Machinery for negotiation or consultation and other procedures, relating to any of the above matters, including the recognition by employers or employers' association of the right of a trade union to represent employees in such negotiation or consultation or in the carry out of such procedures.

2.3.10 Matters not covered by the above including;

- Equalities issues;
- Health & Safety;
- Learning and development (policies);
- Job evaluation panels;
- No smoking policy;
- Substance misuse policy;
- Management of stress policy.

Engagement

For the purposes of this agreement, engagement refers to sharing of information on the matters listed below and discussion on non-contractual matters with the aim of promoting positive employee relations.

2.3.11

- Expenses;
- Telephone allowances;
- First aid allowances;
- Residential accommodation;
- Time off to attend interviews;
- Development & Training - guidance;
- Occupational health services, including counselling service, physiotherapy;
- Eye tests;
- Removal and relocation allowances;
- Employee benefits including car parking, cycle to work scheme, long service awards, give as you earn scheme;
- Mental health guidance;
- Sickness absence recording categories;
- Ill health retirement guidance.

Whilst the authority has attempted to cover all matters in relation to sections 2.3, it is recognised that this list is not exhaustive, and other matters will be added from time to time, and this will be subject to further consultation with the recognised trade unions.

Derbyshire County Council

Trade Union Time Off and Facilities Agreement

Version History			
Version	Date	Detail	Author
1.0	23/04/2009	Agreed with Trade Unions	Nigel Hughes
2.0	10/05/2019	Initial draft	Sharon Minshall
3.0	20/05/2019	2 nd draft	Sharon Minshall
4.0	01/07/2019	3 rd draft	Tracey Wall
5.0	15/08/2019	4 th draft	Jen Skila
6.0	11/09/2019	5 th draft	Sharon Minshall
7.0	18/09/2019	6 th draft	Sharon Minshall
8.0	24/10/2019	7 th draft	Tracey Wall
9.0	18/12/2019	8 th draft	Sharon Minshall
10	05/02/2020	Final Agreement amended to include Appendix 2	Sharon Minshall

Links and Dependencies

Trade Union Time Off and Facilities Agreement

1. Scope

This Agreement applies to the following recognised trade unions:
Unison, GMB, Unite, AEP, UCU, Aspect

It sets out the jointly agreed procedures for trade union time off and use of facilities and applies to trade union representatives who are members of those trade unions.

It does not apply to employees who are trade union representatives employed directly by schools as they are subject to a separate agreement.

The Director Organisation Development & Policy should be consulted for any clarification of the operation of the Agreement.

This Agreement does not provide time off to carry out roles in organisations other than Derbyshire County Council unless specifically agreed by the council.

2. Guiding Principles

Derbyshire County Council is committed to:

- Recognising and valuing our unions for their role in managing change and their fundamental right to represent their members.
- Providing a reasonable amount of time off to enable the unions to effectively undertake their role.
- Ensuring that in facilitating trade union time off, the operational needs of the service can continue to be met in the employee's absence.

We expect our unions to:

- Recognise the need for Derbyshire County Council to be a sustainable and successful council that is accountable to our residents, our employees and our partner organisations.
- Be committed to working jointly to ensure decisions are made efficiently and in a timely way.
- Ensure that their representatives are equipped with the skills needed to effectively carry out their role.

Jointly we will endeavour to:

- Work together to deliver the Councils aims and objectives.

- Support the consultative and negotiation framework to ensure change is implemented fairly, at pace and to develop our employment policies and practices.
- Build positive working relationships and promote effective industrial relations.
- Ensure that trade union time off is used effectively and to avoid unnecessary costs in the provision and use of time and facilities.
- Operate within the provisions of the Trade Union and Labour Relations (Consolidation) Act 1992 (TULR(C) A 1992), the Employment Act 2002 and the ACAS Code of Practice on time off for trade unions duties and activities (including Guidance on Time Off for Union Learning Representatives) April 2003 and the Trade Union Act 2016.

3. Definition of Roles

Trade union regional officers

An officer employed by the trade union, based at union regional office

Trade union representatives

An employee of the Council who has been elected or appointed to represent the members of one of the recognised trade unions within Derbyshire County Council

Union learning representative

A trade union representative with specific responsibility to promote and enable training and learning for employees of Derbyshire County Council.

Health and safety representative

A trade union representative with specific responsibility for health and safety issues within Derbyshire County Council.

4. Trade Union Duties

Trade union representatives are permitted reasonable time off with pay to carry out trade union duties. These duties are summarised in the ACAS Code and in relation to Derbyshire County Council include but are not limited to:

- Duties arising from membership of joint consultative committees including CJC, DJC and approved sub-committee.
- Individual representation of employees in employment processes; for example, disciplinary, grievance, performance/attendance capability, individual representation in organisational reviews/restructures.
- Joint consultation on organisational reviews/restructures.
- Health and Safety inspections.
- Participation in job evaluation panels.
- Trade union observation of recruitment panels.

5. Time off Provision

a. Time off for Individual Representation

A reasonable level of paid time off will be granted to trade union representatives to individually represent their members. This time off must be with prior management approval but this will not be unreasonably withheld.

Requests will normally need to be submitted at least 7 days in advance using the request form. It is recognised that there may be occasions when it is not possible to provide that amount of notice. In those circumstances, the trade union representative should contact their manager at the earliest opportunity to ascertain whether the time off may be taken and consideration of the needs of the service must be taken into account.

b. Time off for Joint and Other Representative Duties

An allocation of 'block time' for trade union duties will be granted to each recognised trade union, for duties including but not limited to:

- Corporate and Departmental Consultative framework (framework to be reviewed for implementation in April 2021, with an interim time off provision to apply as detailed in Appendix 2).
- Attendance at job evaluation panels
- Health and Safety Inspections
- Formal Consultation
- Individual Representation

This provision will be allocated on the following basis (1 FTE equates to 1685 working hours per annum):

TU Membership Numbers	Block Time Allocation of up to:
Up to 100	1 day release per week
100 - 500	1 FTE
501 -1000	1.5 FTE
1001 -1500	2 FTE
1501 – 2000	2.5 FTE
2001 – 2500	3 FTE
2501 – 3000	3.5 FTE
3001 – 3500	4 FTE
3501 – 4000	4.5 FTE
4001 - 4500	5 FTE
4501 - 5000	5.5 FTE
5001 – 5500	6.FTE
5501 - 6000	6.5 FTE

The allocation of the above 'block time' will be calculated in respect of employees paying trade union subscriptions via payroll and those paying by other means where

these are verified and notified to the Director Organisation Development & Policy. The allocation will only take account of current employees.

The calculation will take place annually on 1 January each year. No adjustments will be made for membership fluctuations within the intervening 12 month periods unless there is a significant reduction/increase in membership, subject to consultation between the Director Organisation Development & Policy and the respective Trade Union Regional Officer.

Each Trade Union will apportion its allocation to one or more of its representatives. The resulting names, roles and time allocations will be notified to the Director Organisation Development & Policy on an annual basis.

The responsibilities to be undertaken in the block time set out above are detailed in Appendix 1.

In order to retain flexibility and to facilitate organisational change, there may be occasions when there is a need for additional 'block time' off, for example, larger organisational reviews which involve in excess of 100 employees. In these circumstances, additional time off may be granted by the Director Organisation Development & Policy.

c. Time off for Trade Union Activities

Examples of these activities are summarised in the ACAS Code and include branch, area or regional meetings of the union at which the business of the union is under discussion, meetings of official policy making bodies such as executive committees or annual conference and meetings with regional officers to discuss issues relevant to the workplace. Time off for trade union activities will be unpaid with the exception of the provisions set out in paragraphs f. and g. below

Requests for unpaid time off should be submitted, using the request form, to the trade union representative's line manager at least fourteen days in advance.

Employees who are members of a trade union recognised by the Council are permitted reasonable time off without pay during working hours to take part in trade union activity subject to the same approval process set out above.

There is no right to time off for trade union activities involving industrial action

d. Time off for Training

Trade union representatives are permitted reasonable paid time off to undertake training relevant to their trade union role subject to the needs of the service, as detailed in Appendix 1.

Applications for paid time off to attend should include the course details and be submitted on the request form to the trade union representative's line manager at least 28 days in advance of the dates requested. The opportunity to shadow more experienced representatives can also form a valuable part of trade union training.

Requests for shadowing should be submitted to the line manager as set out in the paragraph above.

Applications for time off to attend training courses not covered by Appendix 1 should be approved by the trade union branch who will, where courses are considered appropriate, submit them to the line manager who should consult with HR before any approval is given. These will be considered on the grounds of course relevance and subject to the needs of the service.

e. Time off for Union Learning Representatives (ULRs)

Provided the trade union has given the employer appropriate notice in writing that the employee is a learning representative of the trade union and the appropriate training has been undertaken, representatives will be granted reasonable paid time off to undertake the duties of a Union Learning Representative; that will not normally exceed one day per month.

The scope of the duties will be as outlined in the ACAS Code of Practice on Time Off and the Council's Lifelong Learning Agreement on ULRs.

ULRs will also be permitted reasonable paid time off during working hours to undertake ongoing training relevant to their function, as outlined in the ACAS Code of Practice. Requests to attend training must be submitted to their line managers at least 28 days in advance of the dates requested.

f. Time off to attend Trade Union Conferences

Each recognised trade union may send representatives to one national conference per annum on the following basis:

0 – 2500 members	2 delegates
2502 – 5000 members	4 delegates
5001 – 7500 members	6 delegates

Approval will be subject to the request for time off being submitted a minimum of 28 days in advance of the date. Only the applicable time off that falls during the representative's normal working hours will be paid up to a maximum of 5 days.

g. Time off to attend Stewards Meetings

Each recognised trade union will be permitted paid time off for accredited trade union representatives to attend up to five Stewards meetings per year for a maximum of 2 hours per meeting.

6. Recording of Trade Union Time Off

All time off taken, paid and unpaid, within this agreement must be recorded via the trade union representative's usual time recording process using the appropriate codes. Codes will be jointly reviewed to ensure accurate and unambiguous reporting and agreed by October 2019.

The Council is required to publish information in relation to trade union time off to comply with the Transparency Code and the Trade Union (Facility Time Publication Requirement) regulations 2017

7. Accreditation and Constituencies

Employees considering becoming a trade union representative are advised to discuss this with their manager at the earliest opportunity. The trade unions should advise the Shared Service Centre (SSC) when a trade union representative has been appointed to enable the approval process to be implemented. This notification should include:

- Name
- Workplace
- Date of appointment
- Constituency by reference to either employee group, establishment or section
- Name of any trade union representative replaced.

The Shared Service Centre (SSC) will consult HR and the line manager for approval. The number of trade union representatives requested and their constituencies should be taken into account.

Following approval from the employing department, the Shared Service Centre (SSC) will issue recognition together with a copy of this Agreement to the representative.

In the event that the employing department does not wish to approve the accreditation, the matter will be referred to HR.

A representative is accredited to represent those employees in the constituency to which he/she was elected.

The Council will only recognise trade union representatives who have been accredited in accordance with this procedure.

No trade union time off should be taken until accreditation has been formally confirmed by the County Council

Accreditation will cease when the appointment is terminated or the employee moves to another post or occupational group outside the agreed constituency.

The trade unions must provide an updated list of trade union representatives and their roles to the Director Organisation Development & Policy on an annual basis. Any changes that occur during the course of the year must also be notified to the Director Organisation Development & Policy.

8. Pay/Pension/Travel

a. Pay

An employee permitted to take time off for trade union duties is entitled to be paid for the time taken off at the appropriate hourly rate.

Trade union duties undertaken outside a representative's normal working hours will be in the representative's own time.

b. Pension

Where time off without pay is authorised, pensionable service may be affected. The representative should contact HR for advice.

c. Travel

Representatives are entitled to claim travel expenses at public transport rate to attend trade union meetings with the Council.

9. Part-Time Employees

Where part-time employees, who are accredited trade union representatives, attend a course of training and the time spent exceeds the normal working hours, the employees will receive payment for the entirety of the course.

10. Trade Union Facilities

The Council recognises that trade union officials require access to certain facilities to carry out their duties efficiently and communicate effectively with their members. These are set out below:-

Facilities for which there is no charge to the trade unions are:

Accommodation for meetings and interviews (except in the case of schools or other buildings where letting fees may apply after 6.00 pm)	Subject to availability
Office accommodation	Subject to availability
Provision of notice boards - multi-union where possible	Subject to availability
Lists of new employees	
Use of telephone – reasonable access in privacy	Council work to take precedence. Executive Directors to keep use under review.
Use of the council's e-mail – where the trade union representative has access as an authorised user and must be on matters of representation and not for canvassing or for promoting or assisting industrial action.	Council work to take precedence. Executive Directors to keep use under review.

Use will be subject to the Council's Policy on the Use of Internet and E-Mail which all representatives should familiarise themselves with.	
Representatives should note:	
<ul style="list-style-type: none"> • E-mail is not a secure way of exchanging private, confidential, personal or sensitive information. • Representatives should not encourage persons other than business contacts and associates to send e-mail to their business e-mail address. • Representatives should not forward e-mails to large groups or lists of people indiscriminately. 	

The Council reserves the right to impose a charge if, in practice and after consultation with the trade unions, it is considered appropriate.

11. Subscriptions

Deduction of trade union subscriptions on behalf of members is subject to the individual employee's consent and to a percentage recharge to the individual trade unions as determined by the Council.

12. Review

A review of the operation of this Agreement will commence 6 months after its initial implementation. This review will be undertaken jointly. Any revisions to the agreement, sought by either side, should be agreed within 3 months of the commencement of the review. If agreement is not reached within this period (unless agreed otherwise by both parties) the Agreement will cease and trade union time off will be determined in accordance with the ACAS code.

If agreement is reached, this Agreement will remain subject to review at the request of either side. If no request for review is made, then the Agreement will be subject to review on a bi-annual basis. Again, any revisions to the Agreement should be agreed within 3 months of the commencement of the review. If agreement is not reached within this period, (unless agreed by both parties) the Agreement will cease and trade union time off will be determined in accordance with the ACAS code.

13. Disputes/Appeals

All efforts should be made to resolve any disputes on the operation of this agreement at an informal level. In cases where this has not been possible then the matter will be referred by the Executive Director to the Director of Organisation Development & Policy who will consult with the relevant trade union, in accordance with the respective trade union scheme of delegations. Any dispute that cannot be resolved at this level will be referred to the council's Appointments Conditions of Service Committee (ACOS).

Appendix 1

Time Off for Trade Union Training

Derbyshire County Council has given specific approval for paid time off for accredited representatives, subject to consideration of the needs of the service.

Unison

Newly accredited representatives

The Organising Steward	–	5 days
Advanced representatives		
Advanced Representation, Campaigning & Negotiating Skills	–	5 days
Reaccreditation (every 5 years)	–	2 days

Health & Safety

Organising for Safety	-	5 days
Advanced Representation, Campaigning & Negotiation Skills	-	5 days

Unite

Newly accredited representatives

Workplace reps Introductory Certificate	–	Module 1A – 5 days
		Module 1B – 5 days

Health & Safety

Health & Safety Health & Safety representatives certificate	–	Module 1A – 5 days
Health & Safety representatives certificate	–	Module 1B – 5 days

GMB

Newly accredited representatives – 10 days

Appendix 2

Interim time off provision to support the Corporate Joint Committee

A comprehensive joint review of the Council's joint consultative framework, both at a corporate and departmental level is to be undertaken with the aim for implementation of any changes from 1st May 2021.

This allows for 2 days per week paid trade union time off in addition to the block time allocation detailed in section 5 of this agreement to support one trade union representative to act as Joint Trade Union Secretary for Corporate Joint Committee. The identification of the individual trade union representative is a matter for the collective trade unions to determine and includes co-ordination of the trade union report for the Corporate Joint Committee.

Employee Relations Information and Engagement Structure

Corporate Joint Committee (Strategic)

Purpose: To consider consult and inform on all employee relations matters of strategic and corporate importance, which have implications on the workforce relating to more than one department

Meeting	Frequency per annum	TU Attendance	Management Attendance	Elected Member Attendance	Planned Dates
CJC	Quarterly	4 x Unison 2 x GMB 2 x Unite 1 x other	Managing Executive Director Director of OD & Policy Assistant Director HR Head of HR Operations Head of Wellbeing	Cabinet Member for Corporate Services Cabinet Support Member for Corporate Services 1 x Minority Group Member	4 November 2021 27 January 2022 14 April 2022 14 July 2022 13 October 2022 19 January 2023 20 April 2023
H&S subgroup	Quarterly	4 x Unison 2 x GMB 2 x Unite 1 x other	Managing Executive Director Director of OD & Policy Assistant Director HR Head of HR Operations Head of Wellbeing	Cabinet Member for Corporate Services Cabinet Support Member for Corporate Services 1 x Minority Group Member	4 November 2021 27 January 2022 14 April 2022 14 July 2022 13 October 2022 19 January 2023 20 April 2023

Departmental Joint Committees (Operational)

Purpose: Strategic and operational issues relating to a single department, e.g. transformation, financial updates, changes to ways of working

Meeting	Frequency per annum	TU Attendance	Management Attendance	Elected Member Attendance	Planned Dates
Childrens Services – DJC	6 weekly	2 x Unison 2 x GMB 2 x Unite	Service Director Senior HR Business Partner Business Services Manager (for relevant standing items) H&S Rep (to provide regular update) Other managers as required depending on agenda	Cabinet Member for Young People – invited Cabinet Support Member for Young People – invited	8 September 2021 20 October 2021 1 December 2021
Adult Social Care & Health - DJC	Quarterly	2 x Unison 2 x GMB 2 x Unite	Deputy Director Assistant Director Senior HR Business Partner		24 September 2021 3 December 2021
Commissioning, Communities & Policy – DJC	Quarterly	2 x Unison 2 x GMB 2 x Unite	DMT Senior HR Business Partner		TBC
Place – DJC	Quarterly	2 x Unison 2 x GMB 2 x Unite	DMT Senior HR Business Partner		2 September 2021 2 December 2021

Sub-Groups – Matters of routine (Routine)

Purpose: Subgroups set up either on a continuous basis, or as and when required to consider routine / day to day operational issues across the department

Meeting	Frequency per annum	TU Attendance	Management Attendance	Elected Member Attendance	Planned Dates
Childrens Services H&S Subgroup	Tri-annual	2 x Unison 2 x GMB 2 x Unite	Service Director Health & Safety Manager		TBC
Adult Care – H&S Subgroup	Quarterly	2 x Unison 2 x GMB 2 x Unite	Assistant Director Health & Safety Manager HR Business Partner		TBC
Adult Care - Direct Care and Prevention and Personalisation Subgroup	Bimonthly	2 x Unison 2 x GMB 2 x Unite	Assistant Director Senior HR Business Partner or HR Business Partner		TBC
Adult Care – Public Health Subgroup	Tri-annual	2 x Unison 2 x GMB 2 x Unite	Service Director Group Manager Senior HR Business Partner or HR Business Partner		TBC
CCP – H & S Subgroup	Every 6 months (2 quarterly reserve dates for any urgent issues)	2 x Unison 2 x GMB 2 x Unite	Director Community Services Director Property Health & Safety Manager		TBC
CCP – Craft Group	Every 6 months (2 quarterly reserve dates for any urgent issues)	2 x Unison 2 x GMB 2 x Unite	AD Property Head of Repairs and Maintenance HR Business Partner		TBC
Place – H&S Subgroup	Quarterly	2 x Unison 2 x GMB 2 x Unite	DMT Health & Safety Manager		TBC
Place – Highways Subgroup	Quarterly	2 x Unison 2 x GMB 2 x Unite	HLT HR Business Partner		TBC
Place – Vehicle & Plant Subgroup	Bi-annual	2 x Unison 2 x GMB 2 x Unite	Environment & Transport LT Departmental Leads HR Business Partner		17 August 2021 16 November 2021

Workstreams (Operational) - HR Operations, Reward & Resourcing, Learning & Development, Wellbeing

Purpose: To provide forums for consultation, negotiation and agreement on employment policies and initiatives

Meeting	Frequency per annum	TU Attendance	Management Attendance	Planned Dates (TBC)
HR Operations workstream	Quarterly	Secretary of CJC 2 x Unison 2 x GMB 2 x Unite	Head of HR Operations Advice & Support Manager ER & Policy Lead	13 October 2021 25 November 2021 24 February 2022 19 May 2022
Learning & Development workstream	Quarterly	Secretary of CJC 2 x Unison 2 x GMB 2 x Unite	Head of Learning & Development Training Design & Delivery Manager	9 September 2021 24 November 2021 2 March 2022 10 May 2022
Wellbeing workstream	Quarterly	Secretary of CJC 2 x Unison 2 x GMB 2 x Unite	Head of Health, Safety & Wellbeing Health & Safety Manager Lead Occupational Health Nurse	25 November 2021 24 February 2022 19 May 2022
Reward & Resourcing workstream	Quarterly	Secretary of CJC 2 x Unison 2 x GMB 2 x Unite	Head of Reward & Resourcing Pay & Reward Manager	1 September 2021 24 November 2021 16 February 2022 11 May 2022

Terms of Reference

Corporate Joint Committee

Principles

All parties will work in partnership to promote open and transparent communication to allow full and collaborative negotiation, consultation and engagement to support the council in achieving its aims and objectives as outlined in the Council Plan. The council's strategic programmes are:

- Enterprising Council - working within our organisation to succeed;
- Vision Derbyshire – working with our partners to succeed;
- Thriving Communities – working with our communities to succeed.

Functions

CJC is a strategic, consultative body which will share information with trade unions on matters which are council wide and have implications for more than one department, including:

- Facilitating productive dialogue on the council's transformation change agenda;
- Consideration and advice on any relevant matters referred to it by Cabinet, ACOS, or Departmental Joint Committee;
- To receive minutes from all Departmental Joint Committees and Joint Consultative Committees;
- To receive regular updates from CJC Workstream groups;
- To consider trade union matters relating to strategic priorities;
- To minimise workplace conflict and disputes.

Functions of the CJC may be delegated to Departmental Joint Committees (DJC) and/or Workstream groups as appropriate, and include:

- Negotiation, consultation and engagement, in accordance with the trade union recognition agreement, on employee relations matters and terms and conditions of employment;
- Provide advice and make recommendations to ACOS and or Cabinet / CMT.

The council commits to sharing relevant information, in a timely manner, with the trade unions to enable them to effectively communicate and consult with their members.

The trade unions commit to using that information, respecting confidentiality, to enable their representatives to consult with their members, and provide feedback within agreed timescales.

Membership

Refer to meeting framework.

Advisors can be invited to attend for both parties, to give advice or in accordance with the agenda.

Frequency of meetings

The CJC will meet quarterly.

An Annual General Meeting will be held which will:

- Elect the Chair and Vice Chair for the following 12 months;
- Agree dates for the following years CJC meetings;
- Receive an annual report prepared by the Managing Executive Director;
- Receive shared priorities for the following year prepared jointly by the Managing Executive Director and the trade unions;

Exclusions

Excluded from the above functions are:

- Any matter which in accordance with the National Scheme of Conditions of Service are to be referred to the East Midlands Council (RJC);
- Any issues relating to individual employees.

Chair

The Chair and Vice Chair will alternate between the employers and the trade unions each year. If the Chair appointed is an Elected Member, the Vice Chair will be appointed from the trade unions and vice-versa. When the JTU's are to Chair or Vice Chair, they will advise the Committee of the name of Chair or Vice Chair prior to the CJC and after their pre-meeting.

Administration

The council will provide minutes of each meeting and provide support services as appropriate, including maintaining a formal record of agreement and non-agreement.

To facilitate communication between the council and the recognised trade unions in relation with the CJC and associated HR Workstreams, the Employee Relations and Policy Lead will liaise with the Secretary to the CJC.

Review

These terms of reference will be reviewed after 3 years (in line with the trade union recognition agreement).

Terms of Reference

Corporate Joint Committee – Health, Safety and Wellbeing Sub-Group

Principles

All parties will work in partnership to promote open and transparent communication to allow full and collaborative negotiation, consultation and engagement to support the council in achieving its aims and objectives as outlined in the Council Plan. The council's strategic programmes are:

- Enterprising Council – working within our organisation to succeed;
- Vision Derbyshire – working with our partners to succeed;
- Thriving Communities – working with our communities to succeed.

Functions

Health, Safety and Wellbeing sub-group is a strategic, consultative body which will share health, safety and wellbeing information with trade unions on matters which are council wide and have implications for more than one department, including:

- Facilitating productive dialogue on the council's transformation change agenda;
- Consideration and advice on any relevant matters referred to it by Cabinet, ACOS, Wellbeing Workstream or Departmental Health & Safety Sub-Groups;
- To receive minutes from all Departmental Health & Safety Sub-Groups;
- To consider trade union matters relating to strategic priorities;
- To minimize workplace conflict and disputes;
- To determine council wide matters relating to health, safety and wellbeing;
- To monitor health and safety performance within the Authority through the review of accident statistics, annual health and safety reports and any other reports as may be appropriate;
- To receive reports on new legislation and/or significant risks which may affect the Authority and/or its employees.

Functions of the sub-group may be delegated to Departmental Health and Safety sub-groups and / or the Health, Safety and Wellbeing Workstream group as appropriate, and include:

- Negotiation, consultation and engagement, in accordance with the trade union recognition agreement, on health and safety and wellbeing matters;
- Provide advice and make recommendations to ACOS and or Cabinet / CMT.

The council commits to sharing relevant information, in a timely manner, with the trade unions to enable them to effectively communicate and consult with their members.

The trade unions commit to using that information, respecting confidentiality, to enable their representatives to consult with their members, and to provide feedback within agreed timescales.

Membership

Refer to meeting framework.

Advisors can be invited to attend for both parties, to give advice or in accordance with the agenda.

Frequency of meetings

The Health, Safety and Wellbeing sub-group will meet quarterly.

An Annual General Meeting will be held which will:

- Elect the Chair and Vice Chair for the following 12 months;
- Agree dates for the following years Health, Safety and Wellbeing sub groups meetings;

Exclusions

Excluded from the above functions are:

- Any matter which in accordance with the National Scheme of Conditions of Service are to be referred to (*the East Midlands Council (RJC)*);
- Any issues relating to individual employees.

Chair

The Chair and Vice Chair will alternate between the employers and the trade unions each year. If the Chair appointed is an Elected Member, the Vice Chair will be appointed from the trade unions and vice-versa. When the JTU's are to Chair or Vice Chair, they will advise the Committee of the name of Chair or Vice Chair prior to the Health & Safety Sub-Group and after their pre-meeting.

Administration

The council will provide minutes of each meeting and provide support services as appropriate, including maintaining a formal record of agreement and non-agreement.

Review

These terms of reference will be reviewed after 3 years (in line with the trade union recognition agreement).

Terms of Reference

Departmental Joint Committees

Principles

All parties will work in partnership to promote open and transparent communication to allow full and collaborative consultation and engagement to support the Department in achieving its aims and objectives as outlined in the Council Plan and the Service Plan. The council's strategic programmes are:

- Enterprising Council – working within our organisation to succeed;
- Vision Derbyshire – working with our partners to succeed;
- Thriving Communities – working with our communities to succeed.

Functions

DJC is an operational, consultative body which will share information with trade unions on matters which are limited to and have implications for the department only, including:

- Facilitating productive dialogue on the council's transformation change agenda as it affects the department;
- Consideration and advice on any relevant matters referred to it by Cabinet, or CJC relating to the department;
- To receive minutes from all departmental sub-groups;
- To consider trade union matters relating to departmental issues;
- To minimise workplace conflict and disputes.
- Consultation and engagement, on employee relations matters relating solely to the department;
- Provide advice and make recommendations to Cabinet / DMT.
- To be the decision making body for relevant departmental issues that do not require further authorisation from Cabinet / DMT.

Functions of the DJC may be delegated to departmental sub-groups as appropriate.

The department commits to sharing relevant information, in a timely manner, with the trade unions to enable them to effectively communicate and consult with their members.

The trade unions commit to using that information, respecting confidentiality, to enable their representatives to consult with their members, and provide feedback within agreed timescales.

Membership

Refer to meeting framework.

Advisors can be invited to attend for both parties, to give advice or in accordance with the agenda.

Frequency of meetings

The DJC will meet quarterly.

An Annual General meeting will be held which will:

- Elect the Chair and Vice-Chair for the following 12 months;
- Agree the dates for the following year's DJC meetings;
- Review work completed and future items.

Exclusions

Excluded from the above functions are:

- Any issues relating to individual employees;
- Any matter in relation to more than one department of the council, which should be referred to CJC and/or Workstream as appropriate.

Chair

The Chair and Vice Chair will alternate between the employers and the trade unions each year. If the Chair appointed is representing the department, the Vice Chair will be appointed from the trade unions and vice versa. When the JTU's are to Chair or Vice Chair, they will advise the Committee of the name of Chair or Vice Chair prior to the DJC and after their pre-meeting.

Administration

The department will provide minutes of each meeting and provide support services as appropriate, including maintaining a formal record of agreement and non-agreement.

Review

These terms of reference will be reviewed after 3 years (in line with the trade union recognition agreement).

Terms of Reference

DJC Sub Groups (including Health and Safety Sub Groups)

Principles

All parties will work in partnership to promote open and transparent communication to allow full and collaborative consultation and engagement to support the Department in achieving its aims and objectives as outlined in the Council Plan and the Service Plan. The council's strategic programmes are:

- Enterprising Council – working within our organisation to succeed;
- Vision Derbyshire – working with our partners to succeed;
- Thriving Communities – working with our communities to succeed.

Functions:

DJC sub-groups are consultative bodies which will share information on routine, day to day operational issues with trade unions on matters which are limited to and have implications for the specific areas relevant to the sub group only, including:

- To consider trade union matters relating to the areas covered by the sub-group;
- To be the decision making body for specific areas relevant to the sub-group for issues that do not require further authorisation from DMT / DJC; where agreement cannot be reached, such matters to be referred to the DJC for resolution;
- Consideration and advice on any relevant matters referred to it by the DJC;
- To minimise workplace conflict and disputes;

The department commits to sharing relevant information, in a timely manner, with the trade unions to enable them to effectively communicate and consult with their members.

The trade unions commit to using that information, respecting confidentiality, to enable their representatives to consult with their members, and provide feedback within agreed timescales.

Membership

Refer to meeting framework

Advisors can be invited to attend for both parties, to give advice or in accordance with the agenda.

Frequency of Meetings

Refer to meeting framework

Exclusions

Excluded from the above functions are:

- Any issues relating to individual employees;

Chair

Each sub-group will be chaired by the relevant Director / Assistant Director / Service Director.

Administration

The department will provide minutes of each meeting and provide support services as appropriate, including maintaining a formal record of agreement and non-agreement.

Review

These terms of reference will be reviewed after 3 years (in line with the trade union recognition agreement).

Terms of Reference

CJC Workstreams

Principles

All parties will work in partnership to promote open and transparent communication to allow full and collaborative negotiation, consultation and engagement to support the council in achieving its aims and objectives as outlined in the Council Plan. The council's strategic programmes are:

- Enterprising Council - working within our organisation to succeed;
- Vision Derbyshire – working with our partners to succeed;
- Thriving Communities – working with our communities to succeed.

CJC Workstreams will be aligned to HR functions and are currently:

HR Operations

Reward and Resourcing

Wellbeing

Learning and Development

Functions

To provide forums for negotiation, consultation, and engagement, in accordance with the trade union recognition agreement, on employee relations matters and terms and conditions of employment, including the development and revisions to employment policies;

To provide advice and make recommendations to ACOS and / or Cabinet / CMT

Membership

Refer to meeting framework.

The lead representative from both the Council and the trade unions should aim to be present at all meetings of the Work Stream to ensure continuity.

Other nominees to be invited to attend to speak to particular items as pertinent to business under consideration and on a prior invitation basis.

Frequency of meetings

Meetings of each Workstream will take place quarterly, and be aligned with the CJC.

Additional meetings may be called where necessary to achieve completion of specific projects or for urgent items.

Exclusions

Excluded from the above functions are:

- Any matter which in accordance with the National Scheme of Conditions of Service are to be referred to the East Midlands Council (RJC);
- Any issues relating to individual employees.

Chair

Each Workstream will be chaired by the relevant Head of Function.

Administration

The council will provide minutes of each meeting and provide support services as appropriate, including maintaining a formal record of agreement and non-agreement, and provision of updates to CJC.

To facilitate communication between the council and the recognised trade unions in relation with CJC and associated Workstreams, the Employee Relations and Policy Lead will liaise with the Secretary to the CJC.