

LONDON BOROUGH OF EALING

PART 1

Implementation Agreement & Constitution

**LOCAL AGREEMENT
ON
TERMS AND CONDITIONS
OF SERVICE**

1st September 2001



PART 1

PREFACE

The conditions of service are arranged in four parts, each of which contains important information relating to the application of these conditions that you need to be aware of. It is essential to refer to each of these documents and to seek advice and support as appropriate.

- Part 1** Contains details of the arrangements for implementation and variation of the local conditions of service as well as the protection arrangements and constitution of the local joint committee.
- Part 2** Contains the core conditions of service.
- Part 3** Contains detailed procedures to give effect to the core conditions.
- Part 4** Contains Council policies and guidance notes on appropriate use of the procedures.

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1.0 PRINCIPLES

- 1.1 The terms and conditions of service set out in this book apply to all Ealing Council employees except Chief Officers and Teachers.
- 1.2 The terms and conditions set out in this book also apply to the employees referred to in paragraph 1.1 who are employed by the Council to work in maintained schools with delegated budgets, subject to:
- i) the statutory rights of the governing body in relation to the appointment of staff and to regulate conduct and discipline and to control procedures for redress of grievances relating to employment, for which purpose there are commended to governing bodies disciplinary, capability and grievance procedures agreed between the Council and the appropriate trade unions, and a code of conduct adopted by the Council after consultation with those trade unions;
 - ii) the right of the governing body in respect of such employees to suspend them, dismiss them, dismiss them or require them to cease to work at the school in accordance with the relevant statutory procedures
 - iii) the statutory right of the governing body to determine the amount of any payment made in respect of such an employee's dismissal
 - iv) the rights of the governing body arising from a statutory determination of the local education authority in respect employees employed to undertake 'non-school activities' on school premises
- 1.3 They also apply, subject to the same provisos, to employees of the governing bodies of voluntary schools to the extent (if any) that the conditions of service of the London Borough of Ealing are incorporated into the contracts of employment of those employees.
- 1.4 Ealing recognises that its staff are the key to the delivery of high quality services to the community. These local conditions of service have been developed with the following principles in mind:
- i) High quality services delivered by a well-trained and motivated workforce with security of employment.
 - ii) Equal opportunities in employment

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- iii) A flexible approach to providing service to the community, which meets the needs of employees as well as the Council.
- 1.5 The Council supports the system of collective bargaining and believes in the principle of solving industrial relations problems by discussion and agreement. For practical purposes this can only be undertaken by representatives of the employers and of the employees and if collective bargaining of this kind is to continue, it is essential that the employees' organisations should be fully representative. The Council is associated with other local authorities represented on the National and Provincial Councils dealing with Local Government Services. The Council encourages its employees to consider membership of an appropriate Trade Union.
- 1.6 The Council has established arrangements for consultation and negotiation, including Joint Committees of Council members and trades union representatives. These arrangements and the constitutions of the Joint Committees are set out in the annexe to this Part.
- 1.7 The Council recognises the right of individual employees not to belong to a trade union and will ensure that employees are consulted on matters that directly affect them in accordance with the provisions of these conditions of service.
- 1.8 Fairness & Equality is at the heart of the Council's approach to employment policies, and service delivery. As an employer, the Council will implement policies and practices aimed at developing and utilising the talents of a diverse workforce broadly representative of the community it serves. This will include:
- i) Monitoring and evaluating the effectiveness of employment practices and initiatives to ensure they meet equalities policy objectives.
 - ii) Working to implement and maintain the quality standards for employment set out in the Commission for Racial Equality publication Racial Equality Means Quality.
 - iii) Complying with the codes of practice published by the Commission for Race Equality, the Equal Opportunities Commission, and the government including those related to the Disability Discrimination Act.
 - iv) Regularly reviewing our policies and processes to keep pace with changes in legislation and developing best practice

2.0 Relationship with National and Regional Conditions of Service

- 2.1 The Council applies the terms and conditions of service agreed by National Joint Council for Local Government Services [NJC] (the National Agreement) and the Greater London Provincial Council [GLPC] (the London Agreement), and these are incorporated into the contracts of staff covered by this agreement.
- 2.2 The relationship of this agreement and the National and London agreements is as follows:
- 2.2.1 Parts 1 and 2 of the National Agreement together with the implementation agreement apply to Council staff, unless more advantageous conditions have been agreed either in the London Agreement or in this agreement. The same applies to Part 3 of the National Agreement, unless different conditions have been agreed in accordance with the procedure for amending Part 3 conditions contained in paragraph 4 of Part 1 of the National Agreement.
- 2.2.2 The London agreements and such recommendations of the GLPC as have been adopted locally apply to Council staff, unless more advantageous conditions have been agreed in this agreement.
- 2.2.3 Changes in the National Agreement and the London Agreement apply to Council staff, unless a different local condition covers that condition of service, in which case the Council and Employees Side will review the new national/provincial condition and agree the extent, if any, that the new condition applies to staff. It is the intention that more favourable conditions agreed at national or provincial level will apply unless they have been previously excluded.
- 2.2.4 The London Agreement includes arrangements for registering and where possible resolving differences and disputes. These arrangements have been adopted by the parties locally.

3.0 Local Terms and Conditions of Service

- 3.1 The Local Terms and Conditions of Service comprise:

Parts 1 & 2

- 3.2 These are the core conditions of service, which sets out the rights and responsibilities of employees and the Council. These are designed to be robust, and

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allow for the changing circumstances that may face the Council and its employees. If changes become necessary, the Council will seek agreement to them through negotiations with recognised trades unions.

Part 3

- 3.3 The detailed provisions and procedures in part 3 of the local conditions of service are designed to provide the processes by which the part 2 core conditions are to be given effect and are based wholly on the part 2 core condition to which they relate. The consultation process for making changes to any part 3 provision is set out below. No change may be made to any part 3 provision that would effectively vary the meaning, scope and intention of any part 2 core condition to which it relates (unless required by law). Should such a change become necessary or desirable the appropriate part 2 core condition itself will need to be varied through the process set out for changes to part 2.
- 3.4 Changes, which are, required either by legislation and/or new case law (e.g. affecting employment, powers and duties, structure, or service provision etc.) will be made by the Council as necessary but only those changes that are essential to give effect to the law. The employee's side will be notified of any such change at the earliest opportunity and any comments taken in account as appropriate.
- 3.5 Should either the employer's or the employee's side identify the need for any change to a part 3 provision or procedure for any other reason this will be notified to the other party at the earliest opportunity. Details of the required change will be set out in writing together with any justification.
- 3.6 Once the Council has either notified or been notified of the need for a change to part 3 there will be a maximum period of three months during which the Council will consult the employee's side with a view to reaching agreement on the proposed changes.
- 3.7 Where agreement is reached between the Council and the Employee's Side within the three-month consultation period, the change will be implemented in accordance with the agreement.
- 3.8 Where agreement is not reached on all or part of the required change(s) at the end of the three month consultation period the Council may at its discretion:
- i) agree to extend the consultation period;
 - ii) implement the proposed change(s) to take effect at a date set by the Council and notified to the employees side and employees as necessary (including any required period of notice of change to any affected employees);

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- iii) drop, modify or extend the proposals, subject to a further period of consultation on any change or extension that was not part of the original consultation process.

- iv) Where agreement cannot be reached on any change, which would vary a provision of the National and/or London Agreements, this may be referred to the GLPC Joint Secretaries in accordance with the appropriate provision in the Green and/or Yellow Books.

Part 4

- 3.9 Advice provided by the Council to managers and staff to assist them in the interpretation and implementation of local conditions of service and related policies and procedures (see 'special note' in para 3.12 below). The Council will consult the employee's side when preparing or revising advice for inclusion in Part 4.

Special Notes

- 3.10 Changes to Parts 1 and 2 and 3 of the local conditions of service will be reported to the Council & Trade Union Joint Committee, recorded in a register maintained by the Personnel & Development Director, and confirmed in numbered circulars issued jointly by the Council and employee's side, and notified to employees as appropriate by the Council.
- 3.11 Where time scales are specified within the procedures in parts 2 & 3 these will be adhered to unless otherwise agreed with the employee concerned and/or his/her representative in each individual case
- 3.12 Where there is a reference in part 2 or 3 to guidance in part 4, which is not available, advice should be sought from the Personnel & Equality Director.

4.0 Implementation Arrangements

4.1 Pay & Grading

- 4.1.1 The Greater London Provincial Council (GLPC) job evaluation scheme (including the associated 'Framework Agreement') will be used to determine the grades of all posts covered by the National Joint Council Local Government Services National Agreement on Pay & Conditions of Service (Green Book). Part 2 of the local conditions of service will reflect the joint nature of the scheme.

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- 4.1.2 A programme for the review of grades will be jointly agreed in advance and will provide for:
- i) The job evaluation of 'Green Book' posts which have not previously been evaluated using the Greater London Whitley Council (GLWC) Scheme.
 - ii) The selection of appropriate samples of generic posts to provide a sound basis for job evaluation of those posts.
 - iii) The review of posts previously evaluated using the GLWC scheme, but which have not been reviewed for five or more years, and a rolling programme to ensure that in future posts, which have not been reviewed for a period of five years, are reviewed.
 - iv) Information about the job evaluation scheme to be available to all employees, and in particular to those whose posts are included in the programme.
 - v) Arrangement for jointly monitoring the progress of the programme, and of the results of evaluations.
 - vi) A job evaluation questionnaire based on the GLPC model questionnaire will be developed jointly, and will be used as the basis for all job evaluation reviews.
 - vii) Arrangements will be made with the Association for London Government (Greater London Employers Association) for training in the use of the GLPC scheme to be provided by GLPC approved trainers for evaluators, appeal panel members, and trades unions representatives.
- 4.1.3 The current GLWC and National (Manual Workers) J.E. Scheme will continue to be used to determine the grade of posts which fall to be reviewed for any reason until 31 March 2003. This may be varied in exceptional circumstances agreed with the Employee's Side on a case-by-case basis.
- 4.1.4 The Council will bring forward proposals for, and seek joint agreement to, new pay scales, to be implemented with effect from 1 April 2003. These proposals will be developed in the light of the job evaluation exercise, and are expected to provide:
- i) Short, non-overlapping, incremental scales (for example of four points) covering the full salary spine that has been agreed by the GLPC. The scales will relate to the anchor points set out in the

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GLPC scheme, and the anchor point will not be the top point of a scale.

- ii) Scope to link scales to provide a 'career grade', and the basis on which such arrangements should operate.
- iii) Arrangement to withhold increments in the event of poor performance leading to a warning given in accordance with the Work Review Procedure, and for the final increment to be paid only upon confirmation of satisfactory performance assessed through the Job Performance Scheme.
- iv) Arrangements to cover the position of retained employees and employees currently on Nursery scales NA1 & NA2.

4.1.5 The future application of the Ealing Supplement allowance will be considered as part of the joint review of pay and grading.

4.1.7 The Council will adopt the GLPC grade protection provision, and, as the implications of the evaluations and the changes in pay scales emerge will propose arrangements for the protection of individual employee's remuneration to give effect to the principle that no employee should suffer a loss in actual pay in real terms as a result of the implementation of the new job evaluation scheme and/or pay scales. These arrangements will provide for employees who have not reached the maximum of their current incremental scale to continue to progress to that maximum, and for employees whose current pay scale includes incremental provision for Saturday working (for example Residential Social Workers) to have their pay protected in accordance with the principles set out in paragraph 4.3 below.

4.1.8 The Job Evaluation Review Panel will be retained to deal with appeals, but the Panel's procedures will be revised to allow for the possibility of a 'failure to agree' being referred to the GLPC joint secretaries as envisaged in the London Agreement.

4.2 Changes to Working Hours

4.2.1 With effect from 1.9.2001 all vacant posts will be advertised/filled on the following basis:

- i) Posts previously based on a 35-hour week will be 36 hours per week.

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- ii) Posts previously based on a 37-hour week will continue on that basis until 31 March 2003. From 1 April 2003 the working week will be based on 36 hours per week and there will be a corresponding increase in hourly rates.

4.2.2 The hours of work of staff in post on 1.9.2001 will be protected as follows:

- i) Employees whose hours are based on a 35-hour week will continue to work and be paid on that basis for as long as they remain in that post, or any post to which they are assimilated or redeployed in accordance with the schemes set out in part 2, para 13.3 of the local conditions of service.
- ii) Employees whose hours are based on a 37-hour week will continue to work on that basis until 31 March 2003. Their working hours will be based on a 36-hour week from 1 April 2003.

4.2.3 In order to minimise the costs of the reduction to a 36-hour week:

- i) The working hours of full time staff will be reduced to reflect the new 36-hour week. Where necessary the employee's side will work with managers to achieve this by agreement and without disruption to services. (The National Agreement envisages that the hours of part time staff will be maintained, and paid at the higher hourly rate. In most cases it is not practicable to reduce the hours of part time staff. Where for operational reasons a change is proposed the Employee's Side will be consulted and their agreement sought.
- ii) Where transitional arrangements need to be made to achieve the reduction in hours staff will continue to work up to 37 hours per week, (receiving pay at plain time rate for the 37th hour) until the reduction in hours is achieved, or 31 March 2004, whichever is the sooner.

4.2.4 The Council and employees' side will from 1 April 2004 undertake a joint review to establish the scope to reduce the standard working week to 35 hours (to be completed within six months unless otherwise agreed with the Employee's Side). Such a change will be implemented (including phasing if necessary) subject to it being achievable without disruption to services, and without significant additional cost.

4.3 Changes to Working Patterns - Pay Protection

4.3.1 At the time of implementation, existing employees will have the cash value of Saturday enhancements on established non-standard working patterns frozen and protected on a personal basis.

4.3.1.1 'Frozen' means:

- i) that the cash value of the basic pay with Saturday enhancements will be calculated in the following way.

$$V = P + \frac{TxB}{2}$$

Where:

P = the employee's basic annual pay;

T = the total number of hours worked on a Saturday as part of the normal working week, over the previous 12 month period (see (a) and (b) below);

B = the appropriate current base rate for the calculation of enhancements (in accordance with the London Agreement);

V = the current cash value of the employees annual basic pay with enhancements to be 'frozen' and protected.

- a) if an employee has not worked normally during the previous 12 months due to a reason related to maternity or disability then the 12 months prior to the abnormal period of working shall be used for the calculation of this 'frozen' protected rate or;
 - b) if there is no clear 12 month period then the previous 6, or 3 month period may be used and multiplied up to give an equivalent annual total.
- ii) This will then be paid in 12 monthly or 52 weekly instalments (as appropriate) as a protected rate, which will be increased in line with annual national pay awards.

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iii) Any overtime will continue to be paid as appropriate at the rates set out in Part 2, paragraph 6.6.

4.3.1.2 Employees will continue to be paid at this protected rate unless/until their working pattern changes so that they are no longer required to work at the time that gave rise to the enhancements.

4.3.1.3 From the date of any such change in the working pattern, protection will continue in accordance with the principles set out in Part 2, paragraph 13.3.2.3, or until a new rate (for example an inclusive rate) is agreed (whichever is sooner) or the employee leaves the post.

4.3.2 When a post occupied by an employee subject to this protection is evaluated under a the new job evaluation scheme, an appropriate inclusive rate will be calculated using the new evaluated grade and any enhancements payable in accordance with these conditions of service. This will also be subject to appropriate pay increases.

4.3.3 The employee will then receive either the frozen protected rate or the new inclusive rate; whichever is higher. Should the new rate overtake the frozen protected rate it will immediately apply.

4.3.4 Personal protection under this arrangement will cease immediately if an employee voluntarily takes up a different job.

4.4 Allowances

4.4.1 Employees who are in receipt of an allowance under the current conditions of service at the date of implementation will continue to receive the allowance on the same basis until: 1st April 2003 (i.e. replaced within the new pay & grading arrangements) OR: a new grade is established through inclusion of the duty in the job description and appropriate evaluation OR; the circumstances which give rise to allowance no longer applies; whichever is sooner.

4.5 Banked Leave

4.5.1 The following arrangements will continue to apply to former Manual employees who were in post in 1993/94

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4.5.1.1 Any amount of accrued leave that was transferred to the 1994/95 leave year at 31st March/1st April 1994 that has not subsequently been utilised, will be banked and the cash equivalent at the rate applicable at 31st March 1994 paid at the time that the employee leaves the employment of the London Borough of Ealing.

4.5.2 Any such balance of banked leave may also be utilised in the following ways.

i) as part of the paid leave element under the "Extended Leave Scheme", subject to the normal conditions applicable to that scheme;

or;

ii) one week per year (or more by mutual agreement) may be drawn from the available banked hours and taken in addition to the normal annual leave entitlement, subject to the exigencies of the service.

and;

iii) if an employee has requested leave under the special leave arrangements the Chief Officer (as well as considering how much "current" annual leave the employee has available) may require the employee to utilise up to a maximum of one week of "banked" annual leave in any one leave year in conjunction with any other paid or unpaid leave that may be granted.

4.5.3 When an employee utilises the leave in one of the above ways it will be paid at the rate applicable at the time that it is taken. Employees will receive notification at the start of each leave year of the balance of any such banked leave and will receive additional notification of any change to that balance when any banked leave is utilised in accordance with the above.

4.6 Retained Employees And Nursery Employees In Education-Related Employment

4.6.1 The arrangements for the pay and special conditions of service of retained employees and employees currently on nursery scales NA1 and NA2 remain in force until arrangements applying to those staff are jointly agreed as part of the pay and grading review. The reference to a 'standard working week' in relation to the hours to be worked before nursery staff

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become eligible to payment for overtime at the enhanced rate remains at
35. (National Conditions of Service Part 3, Appendix 2, Paragraph 2a)

4.7 Swimming Instructors

4.7.1 The use of locally determined pay rates for swimming instructors employed on sessional contracts and linked to the former Burnham Further Education Part Time Instructor rate will phased out so that from 1 April 2003 job evaluated grades will apply to all such staff. Until 31 March 2003 such sessional staff may continue to be paid on the locally determined rate, which will be amended in line with pay awards agreed by the NJC.

4.8 Continuous Service

4.8.1 Employees who voluntarily transferred back to Ealing prior to 1st September 2001 in circumstances that would meet the criteria in part 2, paragraph 2.5, will benefit from those continuous service provisions from 1st September 2001. From that date benefits will apply as if they had been employed continuously by the Council throughout. However, there will be no backdated right to any higher-level conditions of service entitlements that would otherwise have accrued in the period between the employees' return to Ealing and 1st September 2001.

4.9 Monitoring the Impact of the Changes

4.9.1 The Council and Employees' Side will monitor the impact of the changes to the local conditions of service on existing employees and report to the Council & Trade Union Joint Committee.

5.0 Interim arrangements: Temporary Workers

5.1 Preamble

5.1.1 The relevant terms within the Council's new local conditions of service will apply to employees who begin a temporary placement or contract on or after 1st September 2001.

5.1.2 The following arrangements apply to temporary employees who commenced a placement or contract prior to 1st September 2001, and continue in that placement or contract after 1st September 2001.

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5.2 Employees working on “As & When Required” Terms of Employment

- 5.2.1 From 1st September 2001 casual employees will accrue annual leave in accordance with Part 2, Paragraph 11.1.1 of the Local Conditions of Service. For service prior to 1st September 2001 annual leave entitlement will be in accordance with the Working Time Directive (and relevant statutory regulations).
- 5.2.2 Casual employees, who have continuous service in a single placement that began on, or prior to, 16th July 2001 will have their contractual position reviewed and clarified by 30th September 2001. In the absence of such a clarification they will be deemed to be employed on a fixed term contract providing full pro rata conditions of service, beginning on 1st October 2001 and terminating on 30th September 2002 or earlier by notice.
- 5.2.3 The provisions set out in Part 2; paragraph 2.6.1.5 will apply to those employees who commenced a single placement after 16th July 2001.

5.3 Employees working on Fixed Term Contracts

- 5.3.1 The conditions of service detailed in the temporary contract will apply for the duration of the contract but renewals on or after 1st September 2001 will be on the new local conditions of service. However, an employee who has completed twelve months or more continuous service in a single placement as at 1st September 2001 and who, at the end of their current fixed term contract, is then:
- i) offered a permanent contract (see below), or;
 - ii) offered a further fixed term contract in the same placement;

will be entitled to the protection of pay and working hours detailed in Part 1, paragraph 4 of the Local Conditions of Service.

5.4 Assimilation of Temporary Employees to Permanent Posts

- 5.4.1 The provisions of Part 2, paragraph 2.6.3 of the local conditions of service will apply to those whose temporary appointment is to a post which has been advertised, and who have been appointed through a selection/interview process, conducted in accordance with the council's recruitment procedure.
- 5.4.2 A temporary employee who does not meet the criteria in the previous paragraph will be offered a permanent contract provided that:

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- i) the post that he/she is covering is referred to Job Search for a period of 2 weeks for details to be circulated to staff entitled to priority consideration in accordance with the council's redeployment procedures and;
- ii) no suitable priority candidate is identified through the job search process (see 5.4.3 below), and;
- iii) the criteria set out in Part 2, paragraph 2.6.3 of the Local Conditions of Service are met.

5.4.3 If a potentially suitable priority candidate is identified, then that candidate will be given a redeployment interview and, if he or she meets the necessary criteria, will be appointed to a trial period in the post.

5.4.4 If the temporary employee has one year or more continuous service with the council he/she will be considered for redeployment to another temporary appointment. If successfully redeployed, the terms set out in Part 2, paragraph 2.6.2 and 2.6.3 of the Local Conditions of Service will then apply and the employee will be deemed to have been appointed in accordance with the criteria in paragraph 5.4.1 (above).

ANNEXE 1

CONSTITUTION OF THE COUNCIL & TRADE UNIONS JOINT COMMITTEE

1.0 TITLE

- 1.1 The London Borough of Ealing Council and Trade Unions Joint Committee shall be referred to as the 'Local Joint Committee'.

2.0 OBJECTIVE

- 2.1 To secure the largest possible measure of joint action in respect of, the pay and service conditions within the scope of the Local Joint Committee for employees and to seek to resolve any differences that may arise.

3.0 FUNCTIONS

- 3.1 To consider any relevant matter referred to it by the Cabinet, a Council Committee, local authority, or by any of the staff organisations.
- 3.2 To make recommendations to the Cabinet, as to the grading and pay of employees, the application of the terms and conditions of service and the education and training of local government staff employed by the authority;
- 3.3 To discharge such other functions as may be specifically assigned to the Local Joint Committee;
- 3.4 The Local Joint Committee may refer any question coming before them for consideration by the Greater London Provincial Council and shall inform them of any recommendation of the Local Joint Committee which appears to be of more than local interest, always provided that such a recommendation be approved by the local authority prior to its submission;
- 3.5 No question of individual discipline, promotion, or efficiency shall be within the scope of the Local Joint Committee.

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4.0 REPRESENTATION

- 4.1 The Local Joint Committee shall comprise seven members of the Ealing local authority (representing the employer) and fourteen employee representatives (representing the employees). The employee representatives must be employed by the Council and are appointed by members of the staff associations represented on the Greater London Provincial Council.
- 4.2 Other staff associations represented on national or regional local government joint negotiating committees, except for Chief Officers and Teachers, will be associate members of the trade union side, and able to participate in a non voting capacity in meetings of the trades union side and the Local Joint Committees when there is an issue affecting their conditions of service.
- 4.3 The members of the Local Joint Committee shall retire annually, at the end of the municipal year, and shall be eligible for reappointment.
- 4.4 Any member of the Local Joint Committee who ceases to qualify for membership in accordance with paragraph 4.1 shall cease to be a member of the Local Joint Committee. Any vacancy shall be filled by the local authority or the staff associations concerned.
- 4.5 Any member may be represented at meetings of the Local Joint Committee by a deputy with full powers, provided that the maximum number of deputies at any meeting shall be no more than four for the local authority and an equal number from the employee organisations.

5.0 CHAIR

- 5.1 A Chair and a Vice-Chair shall be appointed by the Local Joint Committee at their first meeting in each year. If the Chair appointed is member of the local authority, the Vice-Chair shall be appointed from the employee's side and vice-versa. The Chair shall be appointed from the local authority and from the employees side alternately. The Chair of a meeting shall not have a casting vote.

6.0 PROCEDURES/RULES AND REGULATIONS

- 6.1 The Chief Executive shall send copies of Cabinet Committee and Sub-Committee agenda's to the employee's side normally at least four days prior to the meeting and report their observations to those bodies.
- 6.2 The Local Joint Committee shall meet at 7 p.m. at least quarterly and in any case, within seven (calendar) days of the receipt of a requisition signed by not less than

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one-third of the members of either side. The matters to be discussed at any meeting of the Local Joint Committee shall be stated upon the notice summoning the meeting.

Any other urgent business may be considered (at the time of the meeting) if admitted by a majority of the members present on each side of the meeting.

- 6.3 No item (other than those submitted for formal approval) shall be brought to the Committee by either side unless it has first been through normal departmental and/or corporate negotiating channels and has been subject to the provision at 6.4, if not settled at departmental and/or corporate level.
- 6.4 Except in relation to urgent business allowed for under paragraph 6.2, no item may normally be brought to the Committee by either side unless it has first been discussed by the employee side and the Personnel & Development Director or his/her nominated representative at least eight days prior to the meeting (and has failed to be settled). All papers relating to items to be raised shall be supplied at least seven working days prior to the meeting and circulated four working days prior to the meeting.
- 6.5 The quorum of the Local Joint Committee shall be four representatives of each side.
- 6.6 The Proceedings of any meeting of the Local Joint Committee shall be reported to the relevant Cabinet member, but before submission the report shall be signed by the Chair and Vice-Chair of the Local Joint Committee.
- 6.7 In the event of the Cabinet disagreeing with the recommendation of the Local Joint Committee, the relevant Cabinet member shall refer the matter back to the Local Joint Committee for further consideration.
- 6.8 If no agreement is reached after the Local Joint Committee has reconsidered any matter referred back to it the fact shall thereupon be reported to the Council.
- 6.9 No resolution shall be regarded as carried unless it has been approved by majority of the members present on each side of the Local Joint Committee. In the event (a) of the Local Joint Committee being unable to arrive at an agreement, or (b) the local authority disagreeing with the recommendations of the Local Joint Committee the matters in dispute shall, at the request of either side be referred to the Greater London Provincial Council.
- 6.10 Decisions of the Executive, Committees and Sub-Committees relating to the Scheme of Conditions of Service shall be conveyed to the Employees Side of the Local Joint Committee.
- 6.11 If the Employee's Side have no observations to make upon these decisions they will be implemented by the Council in the normal way.

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- 6.12 If the Employee's Side have objections or observations to make upon these decisions, they shall be considered by the Local Joint Committee, which shall be empowered to make further recommendations to the Cabinet or report to the Cabinet their inability to arrive at an agreement.
- 6.13 The Council or Executive, (or any Committee or Sub-Committee of the Council) shall not amend, reject, or reverse decisions and recommendations relating to the aforesaid schemes without first informing the employees side of their proposed action and stating their reasons. The employee's side shall thereupon consider the matter and objections or observations shall be considered by the Local Joint Committee that shall make further recommendations or report disagreement to the Cabinet. The amendment, rejection or reversal shall come before the Cabinet at their next ordinary meeting.
- 6.14 Members of the Local Joint Committee shall have the power to call to the meeting (in an advisory capacity) any trade union official, officer or member.
- 6.15 In the course of his/her duties and at any reasonable time with notice, the Secretary of the Employees' side shall have access to Council workplaces and to managers. Managers must make themselves available at the earliest opportunity.
- 6.16 Similarly, at any reasonable time with notice, the representative of any department or section shall have the right of access to the Secretary of the Employees' Side.
- 6.17 Reasonable facilities shall be provided for meetings of the Employees' Side of the Committee.
- 6.18 All employees may claim either time-off-in-lieu or the appropriate attendance allowance for attendance at meetings of the Joint Committee.
- 6.19 The administrative expenses of the Committee shall be defrayed by the Council.

ANNEXE 2

CONSTITUTION OF THE JOINT SAFETY COMMITTEE

Under review in line with the Council's new decision making structure

ANNEXE 3

GLOSSARY OF TERMS USED IN THE LOCAL CONDITIONS OF SERVICE

Job Titles and Authority Levels

Director, Assistant Director and Service Head - Generic titles such as Director, Assistant Director and Service Head are used throughout these conditions of service. These titles denote the 1st, 2nd and 3rd tiers of departmental management respectively. Where they are used this denotes that the authority to carry out the specified responsibilities or to take specified decisions lie with a post holder at that level OR with any other manager who has the delegated authority to act on behalf of, or in the absence of a post holder at that level.

Designated Manager - Where no particular authority level is specified the term Designated Manager is used. The intention is that decisions are made at the lowest appropriate level of management, and what is appropriate will in many cases depend on the organisational and management arrangements within services. The delegation of responsibility may therefore be set at service level and each department will produce a list naming these Designated Managers and showing the responsibilities delegated to them. This list and notification of any subsequent changes shall be provided to the employees' side.

In the case of schools based staff the Designated Manager will be the Head Teacher unless otherwise specified.

Joint Negotiating/Consultation and Decision Making Bodies

Greater London Provincial Council (GLPC) – The joint negotiating body that determines specific pay & conditions of service issues and variations to the National Conditions which are appropriate at London provincial level (e.g. the London Agreement and London pay spine).

National Joint Council (NJC) - The joint negotiating body that determines specific pay & conditions of service issues that are fixed at national level (e.g. the National Agreement on Pay and Conditions of Service).

Council & Trade Unions Joint Committee – The body set up at local (Ealing) level made up of councillors (council side) and trades union representatives (employees side) that provides the forum for formal consultation on conditions of service and other local employee relations issues.

Joint Safety Committee - The body set up at local (Ealing) level made up of councillors (council side) and trades union representatives (employees side) that provides the forum for formal (including statutory) consultation on health & safety issues.

Local Conditions of Service – Part 1

Cabinet – The new decision making body set up within the Council as a result of the Local Government modernisation process. Like the national government model it consists of the Leader of the Council and a number of elected members with specific areas of responsibility (portfolios).

Relevant Agreements

National Conditions (Green Book) – The ‘common name’ for the National Agreement on Pay and Conditions of Service that provides the basis for the contractual conditions for the majority of local government employees.

London Agreement (Gold Book) - The ‘common name’ for the Greater London Provincial Council Agreement on Pay and Conditions of Service that provides certain additional or varied contractual conditions for the majority of local government employees within the London boroughs.

London Pay Spine – The pay spine agreed by the GLPC for application within the London boroughs. There is an Inner and an Outer London spine which have the former APT&C Inner and Outer London weighting allowances (respectively) and the former manual worker’s Greater London Allowance consolidated into the basic salary rate in various points on the scale.

National Pay Spine – The pay spine that is set at national level for general application within local government across England and Wales (the basis for the basic pay element of the London pay spine).

Local Conditions of Service – The conditions of service (contained in this and the other documents referred to in this document) that apply only to employees of the London Borough of Ealing. These, together with the national and London agreements, make up the contractual conditions of the majority of Ealing employees.

Terminology

Working days – When a timescale is specified as ‘working days’ within a procedure this will only count days that make up the employee’s ‘normal working week’ (usually Monday to Friday but may include Saturday if part of the ‘normal working week for a particular employee’).

Working Weeks – When a timescale is specified as ‘working weeks’ within a procedure this refers to each period of five normal ‘working days’ (see above)