

JOINT COUNCIL FRAMEWORK AGREEMENT

Reference	ER/MHL
Version	v 1.8
Author	Employment Relations
Effective Date	Date of agreement
Review Date	01/07/2018
Application	All Pay Groups
Status	Collective Agreement/ Non Contractual
Unless specified otherwise, this Joint Council Framework Agreement supersedes all previous Agreements connected with collective bargaining and consultation between the Employer and Trade Unions/Staff Associations within the States of Jersey.	

JOINT COUNCIL FRAMEWORK AGREEMENT

1. INTRODUCTION

This Agreement **unless specified otherwise**:

- sets out the framework agreed between the States Employment Board (SEB) the Employer, its workforce and recognised Trade Unions/Staff Associations(**please see attached Schedule**) to help conduct employee relations within the public sector;
- supersedes all previous Agreements connected with collective bargaining and public sector wide consultation between the Employer, its workforce and Trade Unions/Staff Associations within the States of Jersey.

This Agreement establishes:

- a set of common objectives that provide the foundation for the conduct of employee relations between the Employer and recognised Trade Unions/Staff Associations that are parties to this Agreement;
- the arrangements for negotiation and consultation with Trade Unions/Staff Associations that are parties to this Agreement;
- a collective disputes procedure;
- the arrangements for facilities, time off and training for Trade Union/Staff Association representatives.

2. COMMON OBJECTIVES

The Employer, its workforce and recognised Trade Unions/Staff Associations recognise the following as common objectives:

- ensure that the public service conducts itself in accordance with the principles of good governance, efficiency, effectiveness and sustainability;
- employees are treated with fairness and consistency;
- ensure and encourage equality, diversity, health, safety, and well-being of public sector employees;
- recognised Trade Unions/Staff Associations are established as key parties in the delivery of public services and Trade Union membership is both welcomed and encouraged;

- promote positive employee relations between the Employer and recognised Trade Unions/Staff Associations; and,
- maintain cooperation between managers and employees and adopt a joint approach to change and improvement of public services in order to achieve fair and sustainable outcomes.

3. SCOPE OF THE FRAMEWORK AGREEMENT

This Agreement is made between the States Employment Board (SEB) and the recognised Trade Unions/Staff Associations listed in the **attached Schedule**.

Please see **Appendix 1 (attached)** which sets out the structure of the Joint Council.
Please see **Appendix 2 (attached)** which sets out the Constitution of the Joint Council

Unless agreed otherwise:

- employee representatives on the **Joint Council** will be drawn from the Unions/Staff Associations highlighted in bold in the Schedule. At Joint Council meetings they will be expected to represent the interests of the Pay Groups/Staff Associations that are linked and/or affiliated to them as set out in the schedule on matters affecting pay, terms and conditions of service and other issues of importance;
- by agreement of the Joint Council, pay, terms and conditions of service issues affecting one pay group or are unique to a single pay group may be handled by a **Sub-Committee of the Joint Council**. (Please refer to **Appendix 2** for an illustration of the organisational structure of the Joint Council **(attached)**);
- the intent of this Agreement is to keep operational and departmental issues at a departmental level and avoid escalation to the Joint Council wherever possible.

The Employer recognises the right of Trade Unions/Staff Associations to represent employees across a range of issues (including those subject to consultation and negotiation) as set out below.

Whilst one of the main objectives of the Employer is to reduce the number of pay bargaining groups and harmonise pay, terms and conditions of service wherever practicable, unless agreed otherwise Unions will retain the recognition for the groups of employees they currently represent. .

4. CONSULTATION

Consultation involves an opportunity to influence decisions and their application providing adequate time and notice in accordance with the prevailing Employment Law (Jersey).

Whilst the attainment of an agreement would always be the primary aim of consultation, ultimately the Employer will reserve the right as established in Law to make a decision at the end of such consultations.

Matters subject to consultation are therefore not regarded as being subject to agreement prior to implementation.

Although not exhaustive, the following **public sector wide issues** will be subject to consultation prior to final decisions being made. (Departmental issues on such matters will continue to be handled at a departmental level under existing arrangements):

- public sector wide organisational strategy and priorities;
- public sector wide workforce planning, including proposals for re-organisation/restructuring/redeployment/potential redundancies;
- public sector wide financial inputs and outcomes;
- public sector wide Employer policies (the majority of which are non-contractual). Please see **Appendix 3, Employment Status of Policies (attached)**);
- public sector wide health and safety issues;
- public sector wide equality/diversity matters;
- public sector wide employee learning and development including continuing professional development.

The principal mechanism through which consultation will occur for public sector wide issues is the Joint Council. The issue should be clearly marked out on the agenda of a meeting of the Joint Council as one for consultation and not negotiation.

5. NEGOTIATION

Negotiation requires two parties to reach an agreement. The Employer is committed to negotiating with Trade Unions/Staff Associations on a number of issues. Although not exhaustive, these include:

- the amount of hours of work/week or other reference period;
- pay;
- additional pay allowances;
- shift pay/unsocial hours payments;
- overtime rates of pay;
- standby/callout/recall to work payments;
- annual leave entitlement;

The Employer and the Trade Unions recognise that a Joint Council (“the Joint Council”) should exist in which to negotiate and reach agreement on these matters.

Unless agreed otherwise, all pension related matters will be excluded from the Joint Council Agreement, and continue to be dealt with through the prevailing arrangements of the Pension Scheme including the Joint Negotiating Group (JNG).

6. FAILURE TO AGREE/COLLECTIVE DISPUTES

Collective disputes (as defined under Article 5 of the Employment Relations (Jersey) Law 2007 and any subsequent amendments) will be dealt with under the Collective Disputes Procedure set out in **Appendix 5 (attached)**.^[JS1]

7. PROVISION OF PUBLIC SECTOR WIDE INFORMATION

The Employer agrees to provide public sector wide information relevant to its employees and recognised Trade Unions/Associations. Although not exhaustive, this information includes:

- financial information;
- strategic policy and business plans;
- workforce planning/re-organisational structures /staffing/skill mix/redeployments;
- recruitment and retention;
- learning and development/talent management;
- performance management and promotion;
- health and safety;
- equality and diversity;
- other relevant policies/information.

The principal mechanism through which such information will be provided to employees will be the Joint Council. However, the Employer will continue to liaise directly with employees as necessary in appropriate cases.

8. CONFIDENTIALITY OF INFORMATION

Both the Employer and Trade Unions/Staff Associations recognise the importance of preserving the confidentiality of information provided to them under this Agreement. They will exercise due care and attention when they make statements to or respond to the media on matters dealt with by the Joint Council.

Wherever possible both parties will promote the use of joint communication/media statements and set and observe joint embargos for the communications/statements where appropriate.

At the end of each meeting of the Joint Council, all parties will agree what information/data:

- can be released and how it should be communicated;
- should not be released and/or the restrictions attached to its release that should be observed;
- can be shared with other senior employee representatives outside of the Council.

9. MATTERS SPECIFIC TO PARTICULAR EMPLOYMENT GROUPS

Where matters arise that solely concern a particular pay group within the scope of this Agreement then consultation or negotiation may be through a Sub-Committee/working party appointed by the Joint Council as appropriate. Any outcomes will be reported back to the Joint Council and endorsed (where appropriate).

9. TRADE UNION MEMBERSHIP, FACILITIES AND TIME OFF

Please refer to the Facilities Agreement set out in **Appendix 4 (attached)**.

11. REVIEW AND VARIATION

This Agreement will be subject to review after 12 months and thereafter every two years by the Joint Council, and may only be varied by consensus of the Joint Council.

12. STATUS OF THE AGREEMENT

This Agreement is not intended to constitute a legally enforceable contract between the parties to this Agreement.

JOINT COUNCIL FRAMEWORK AGREEMENT

SCHEDULE OF RECOGNISED PUBLIC SECTOR UNIONS/STAFF ASSOCIATIONS AND THEIR AFFILIATED PAY GROUPS AS AT 26th April 2017

Pay Group/Association	Full name of Trade Union/ Staff Association
Manual Workers	Unite the Union
Pay Groups/Staff Associations linked to Manual Worker Pay awards: <ul style="list-style-type: none"> ➤ Energy From Waste at DFi ➤ Ambulance Service 	All affiliated to Unite the Union
Civil Servants comprising:- <ul style="list-style-type: none"> ➤ Civil Service Association ➤ Civil Service Unite 	Prospect/JCSA Unite the Union
Pay Groups linked to Civil Service Pay Awards: <ul style="list-style-type: none"> ➤ Residential Child Care Officers ➤ Youth Service ➤ Le Geyt Centre 	All affiliated to Unite the Union
Teachers Panel comprising: <ul style="list-style-type: none"> ➤ National Association of School Masters and Union of Women Teachers (NASUWT) ➤ National Union of Teachers (NUT) ➤ Association of Teachers and Lecturers (ATL) 	NASUWT NUT ATL (Will be combined with the NUT to form the joint union NEU wef 1/9/2017) [JS2]

Pay Group/Association	Full name of Trade Union/ Staff Association
Pay Groups linked to Teacher Pay Awards: ➤ Highlands College Lecturers	NASUWT
Head Teachers and Deputy Head Teachers	JAHT
Nurses and Midwives comprising:- ➤ Royal College of Nursing (RCN) ➤ Royal College of Midwives (RCM) ➤ Jersey Nursing Association (JNA)	RCN RCM JNA affiliated to Unite the Union
Pay Groups linked to Nurses and Midwives Pay Awards: ➤ Family Support Workers	Affiliated to Unite the Union
States Fire and Rescue Association	Affiliated to Unite the Union
Jersey Prison Service Association comprising: ➤ Prison Officers ➤ Senior Prison Officers /Unit Managers ➤ Prison Support Staff (excluding Civil Servants/Manual Workers)	All Affiliated to Unite the Union

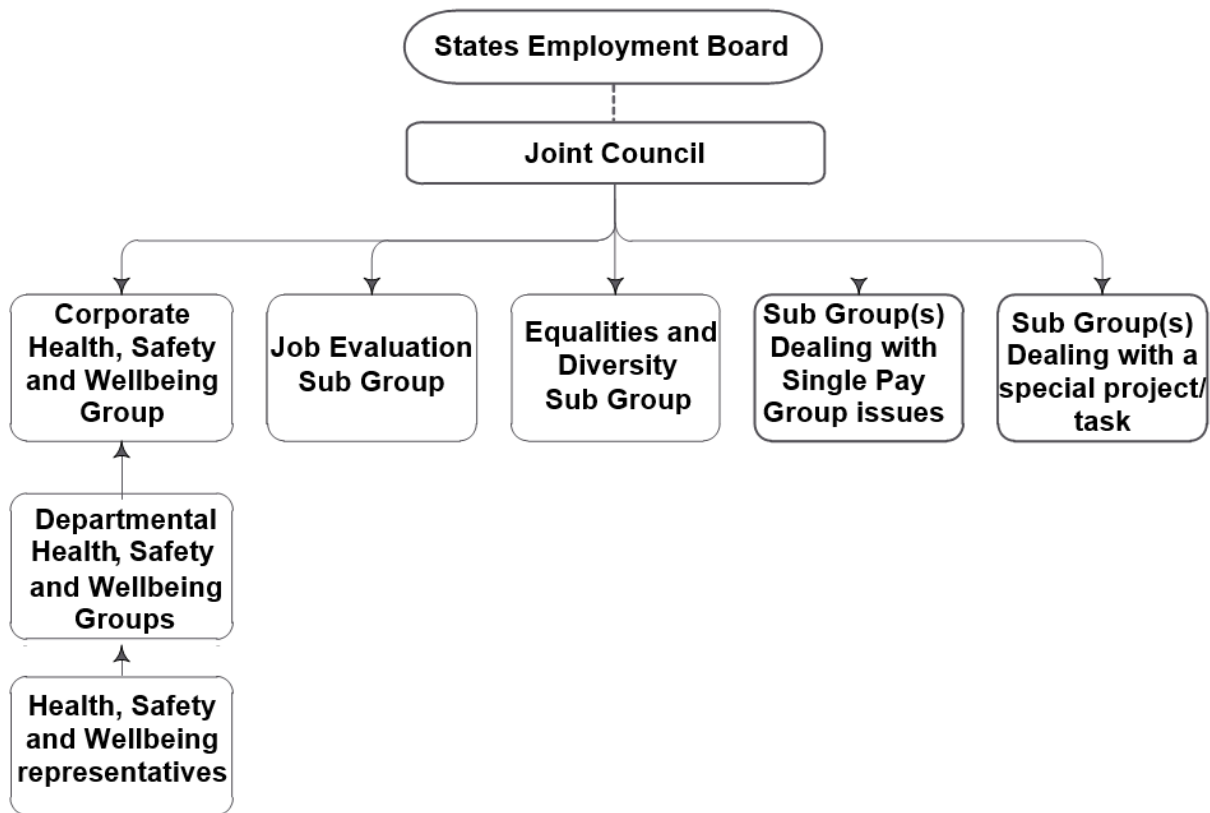
JOINT COUNCIL FRAMEWORK AGREEMENT

APPENDIX 1

STRUCTURE OF THE JOINT COUNCIL

Reference	ER/MHL
Version	V0.9
Author	Employment Relations
Effective Date	Date of agreement
Review Date	01/07/2018
Application	All Pay Groups
Status	Collective Agreement
<p>Unless specified otherwise, this Joint Council Framework supersedes all previous Agreements connected with collective bargaining and consultation between the Employer and Trade Unions/Staff Associations within the States of Jersey</p>	

JOINT COUNCIL FRAMEWORK AGREEMENT
STRUCTURE OF THE PROPOSED JOINT COUNCIL



Notes:

Any agreements reached with the Joint Council will be forwarded to the States Employment Board either for noting or seeking their agreement where applicable.

The Corporate Health, Safety and Wellbeing Group will be an established sub-group of the Joint Council with its own constitution as determined by the Corporate Health, Safety and Wellbeing Policy.

Job Evaluation will also be a sub-group of the Joint Council and status reports will be presented on a quarterly basis to the Council.

The Joint Council may set up a number of Sub Groups to deal with:

- Pay, terms and conditions of service issues that are unique to a single Pay Group.
- Specific issues e.g. Development of a policy/procedure or a generic collective agreement on pay, terms and conditions of service.
- Research and reporting on a particular problem e.g. the use of temporary contracts of employment.

Unless stated otherwise, the Joint Council will set the Terms of Reference for each sub group. The Sub Group(s) will report to the Joint Council with their findings for noting or approval as appropriate.

The Workforce Modernisation (WFM) Board is not part of the Joint Council. It has been formed to manage the governance of the WFM project.

JOINT COUNCIL FRAMEWORK AGREEMENT

APPENDIX 2

CONSTITUTION OF THE JOINT COUNCIL

Reference	ER/MHL
Version	v 1.8
Author	Employment Relations
Effective Date	Date of agreement
Review Date	01/07/2018
Application	All Pay Groups
Status	Collective Agreement
Unless specified otherwise, this Joint Council Framework Agreement supersedes all previous Agreements connected with collective bargaining and consultation between the Employer and Trade Unions/Staff Associations within the States of Jersey.	

JOINT COUNCIL FRAMEWORK AGREEMENT

CONSTITUTION OF THE JOINT COUNCIL

1. TITLE

The Council shall be known as the [Public Sector] **Joint Council** for the States of Jersey.

2. SCOPE

Unless stated otherwise, the functions of the Joint Council shall relate to all employees (“the employees”) of the States of Jersey Employment Board (“SEB”).

The groups that are not covered by the Joint Council are:

- Police Officers;
- Doctors and Dentists employed at Health and Social Services; and,
- Crown Officers.

3. MEMBERSHIP

The Joint Council shall consist of [insert] members of whom [insert] shall be appointed to represent the Employer and [insert] shall be appointed to represent the employees.

The SEB’s representatives shall be appointed as follows:

To include as a minimum Chief Officers (or in exceptional circumstances their deputy) of Education, H&SS, Dfl and Community and Constitutional Affairs.	
Total: Up to 8 members	

Employee representatives on the Joint Council will be drawn from the Unions/Staff Associations highlighted in bold in the Schedule. At the meetings of the Joint Council they will be expected to represent the interests of the Pay Groups/Staff Associations that are linked and/or affiliated to them on matters affecting pay, terms and conditions of service and other issues of importance.

Employee representatives shall be appointed as follows:

Unions/Associations/Pay Groups will need to decide who the representatives will be to represent them on the Joint Council.	
The Unions/Associations and number of representatives are:	
Unite: x4 Ambulance (APAPS): x1 Energy from Waste: x1	
CivilService Association/Prospect: x1 Civil Service Unite: x1 RCN: x1 JNA: x1 RCM: x1 NASUWT: x1 NEU: x1 JAHT: x1 PSA: x1 FRSA: x1	
Total: Up to 16 members	

The number of seats and allocation of seats to Unions on the Joint Council are to be confirmed.

Each party shall confirm the names of its representatives on the Joint Council on an annual basis at the end of the 3rd quarter prior to the start of the year and inform the other party immediately of any changes in the interim period.

If any member of the Joint Council or any of its Sub-Committees is unable to attend any meeting, the body represented by that member shall be entitled to appoint another representative to attend as a substitute and be empowered with the authority to make decisions on behalf of the absent member.

On the occurrence of a vacancy, a new member shall be appointed by the body in whose representation the vacancy occurs and the Joint Council formally notified of the name and contact details of the new member.

4. EX OFFICIO OFFICERS

For the purposes of the Joint Council, full time Union Officials are ex officio officers of the Joint Council and are free to join all or part of Joint Council Meetings.

Where appropriate, both sides of the Joint Council with prior agreement of the Chairman will be able to bring along an additional representative (s) for specific agenda items.

5. FUNCTIONS OF THE JOINT COUNCIL

The primary functions of the Joint Council shall be to:

- consult on States wide/public sector wide employment related issues as set out in paragraph 4 of the Framework Agreement;
- negotiate or oversee negotiations on collective agreements on pay and specified terms and conditions of service as set out in paragraph 5 of the Framework Agreement;
- provide public sector wide information as set out in paragraph 6 of the Framework Agreement.

The Joint Council has no jurisdiction to resolve matters arising from disciplinary issues, individual grievances or individual employment disputes. These matters will be resolved at a departmental level.

6. CONDUCT OF BUSINESS

6.1 Sub Groups/Working Groups of the Joint Council

The Joint Council may set up Sub-Groups of the Joint Council as and when they may be considered necessary. The terms of reference, reporting arrangements and composition of each Sub-Group will be agreed by the Joint Council at the outset of the Sub-Group.

At present three standing Sub-Groups of the Joint Council have been identified:

- Health, Safety and Welfare Sub-Group;
- Equality and Diversity Sub-Group;
- Job Evaluation Sub-Group.

6.2 Co-opted members

The Joint Council or any of its Sub-Groups may invite the attendance of any person whose special knowledge would be of assistance. Co-opted members may (by agreement of both sides of the Joint Council) take part in discussions, but are not permitted to take part in any decisions of the Joint Council.

6.3 Chair and Vice-Chair

The Chairman of the Joint Council shall be appointed from one of the Employer's representatives. In the absence of the Chairman, another member of the Council from the Employer's representatives will chair the meeting.

The Chairman shall take part in the decision making process of the Joint Council as an ordinary member.

6.4 Administrative Arrangements

The Employer will undertake the administrative arrangements of the Joint Council and its Sub-Groups..

Additional support arrangements may be agreed (and reviewed) by the Joint Council from time to time.

At present by agreement of the Joint Council, two coordinators have been appointed on a non-permanent part time basis to assist with Joint Council Business and the Workforce Modernisation Project.

6.5 Meetings of the Joint Council

The Joint Council shall ordinarily meet no less than four times per year. Additional meetings will be scheduled in with reasonable notice on an as needs basis.

Any member of the Joint Council has the right to put items on the agenda of the Joint Council through the Employment Relations Section, Human Resources Department.

Agenda Items that are subject to negotiation or consultation should be clearly marked as such.

The Chairman of the Joint Council:

- will endeavour to ensure that agendas and supporting papers will be sent out at least 5 working days in advance of any meeting of the Joint Council
- shall call an urgent meeting of the Council if requested by either party of the Joint Council. The meeting shall be set up as soon as possible and the agenda and any supporting papers issued without delay.

6.6 Meetings of Sub-Groups of the Joint Council

The Joint Council may agree to set up a Sub-Group/(s) to deal with matters specific or unique to a pay group or to address a particular issue.

Agendas and supporting papers for each Sub-Group of the Joint Council will be sent out at least 5 working days in advance of any meeting.

6.7 Decision Making

The Joint Council and Sub-Committees of the Joint Council shall try and reach a decision on any matter by consensus of all the parties represented on the Joint Council/Sub-Group(s) of the Joint Council respectively. On matters subject to negotiation (E.g. pay, terms and conditions of service) consensus need to be gained from those unions whose members are directly affected by any decision.

Trade Unions/Staff Associations of the Joint Council retain their individual right to determine their response to any matter discussed by the Joint Council or Sub-Group(s) of the Joint Council.

6.8 Quorum

The quorum of the Joint Council shall be determined by the Chairman of the Joint Council meeting. As a minimum this would require members; from the Employer's members and 4 from the Employees' representatives.

In the absence of a quorum the Chair shall declare the meeting closed and the business then under discussion shall normally be the first business to be discussed at the next meeting of the Joint Council.

The quorum of a Sub-Groups shall be determined by the Joint Council.

6.9 Finance

The administrative expenses of the Joint Council and its Sub-Committees shall be borne by the Employer. The only exception to this concerns expenses incurred by representatives especially those external to the Island, which should be met by the appropriate Union/Staff Association.

JOINT COUNCIL FRAMEWORK AGREEMENT

APPENDIX 4

FACILITIES AGREEMENT For Employee Representatives

Reference	ER/MHL
Version	v 1.8
Author	Employment Relations
Effective Date	Date of agreement
Review Date	01/07/2018
Application	All Pay Groups
Status	Collective Agreement, Non- contractual
Unless specified otherwise, this Agreement supersedes all previous agreements connected with facilities time within the States of Jersey	

JOINT COUNCIL FRAMEWORK AGREEMENT

FACILITIES AGREEMENT FOR EMPLOYEE REPRESENTATIVES

1. INTRODUCTION

- 1.1 The main public sector Trade Unions/Staff Associations (herein recognised as Unions) recognised by the Employer (i.e. the States Employment Board) for all collective bargaining, negotiation and consultation are set out in the Collective Bargaining and Consultative Framework Agreement.
- 1.2 The purpose of this document is to: -
- apply a public sector wide Facilities Agreement for recognised employee representatives; and,
 - within this Facilities Agreement set out what facilities will be afforded by the Employer to recognised employee representatives to assist them in discharging their representative duties.

2. SCOPE OF THE FACILITIES FRAMEWORK

- 2.1 This Recognition and Facilities Agreement covers all Unions and was developed in full consultation with departments and Unions.
- 2.2 It is accepted that additional temporary arrangements and resource might be needed from time to time to enable Unions to support specific largescale change programmes and other specified significant work streams.
- 2.3 Currently a number of States departments provide facilities time off work with pay to a small number of specified senior employee representatives, to undertake senior representative duties. Under this Agreement, this remains a matter for departments at their discretion to determine with the employee representative and the Union concerned in consultation with the Employment Relations Section, States Human Resources Department.
- 2.4 Subject to paragraph 2.3 above, there are 3 potential levels of employee representative as far as facilities time is concerned:
- Level 1:
 - ✓ Applies to the lead employee representative of the Union with the largest membership within one of the 4 main pay groups of Civil Servants, Manual Workers, Nurses' and Midwives and Teachers.
 - ✓ Suggested minimum facility time approximately 0.5FTE to include reasonable preparation time;

- Level 2:
 - ✓ Applies to other senior employee representatives for each Union who do not qualify for Level 1.
 - ✓ Facility time will vary between pay groups, dependant on size, complexity and workload.
 - ✓ Suggested facility time up to approximately 0.2 FTE to include reasonable preparation time;
- Level 3:
 - ✓ Applies to front line employee representatives (as close to the workplace as possible).
 - ✓ Suggested facility time as and when required, to include reasonable preparation time.

3 GENERAL OBJECTIVES AND PRINCIPLES

3.1 All parties to this Facilities Agreement have the common objectives of maintaining at all times:

- good employment relations between the Employer and employees and their employee representatives;
- the effective and efficient delivery of value for money services to the public of the island and treating employees fairly and consistently;
- to have effective mechanisms for consultation, negotiation, resolving differences and conflicts of interest between the Employer and employees and their employee representatives;
- to ensure that employees should be able to call upon accredited, trained and competent employee representatives to help and advise them in a timely manner;
- to ensure that the rights and responsibilities of employee representatives under this Facilities Framework should be clearly understood and supported by States' departments.

4 RECOGNITION AND BEHAVIOUR OF EMPLOYEE REPRESENTATIVES

4.1 Unions will notify the Employer and give the name, department, contact number and representative role/title for each employee representative (and if applicable any special representative duties that they may cover).

4.2 The Employer will normally recognise employee representatives put forward by a Union, unless there are reasonable grounds for refusal. Any concerns by the Employer in this regard would be taken up with the Union in question.

- 4.3 The number of employee representatives put forward by a Union will be proportional to the size, complexity and demands on the pay group and appropriately distributed amongst departments or within a department.
- 4.4 Facilities will normally be granted for recognised employee representatives put forward by Unions. Any concerns would be discussed with the Union in question.
- 4.5 Both management and employee representatives are expected to comply with the States of Jersey Code of Conduct in their dealings with one another.
- 4.6 In the event that the conduct and actions of the employee representative (s) do not comply with this Agreement, any concerns would be taken up by the Employer with the relevant Union in the first instance, and before any action is taken.

5. DUTIES OF EMPLOYEE REPRESENTATIVES

- 5.1 Although not exhaustive, employee representative duties might include the following:
- Negotiations with the Employer, including reasonable preparation time on matters affecting:
 - ✓ pay, terms and conditions of service (including pensions under the Joint Negotiation Group); and,
 - ✓ specified policies and procedures.
 - Consultations with the Employer, including reasonable preparation time and discussion time with management affecting the following (not exhaustive) list of duties:
 - ✓ pay, terms and conditions of service (including pensions);
 - ✓ organisational change, delivery of services;
 - ✓ deployment of staff and allocation of work;
 - ✓ policies and procedures;
 - ✓ engagement and communication with employees;
 - ✓ discipline (including suspension and termination of employment);
 - ✓ individual grievance;
 - ✓ collective disputes;
 - ✓ Employment Tribunal outcomes and implications;
 - ✓ machinery for negotiation and consultation;
 - ✓ learning and development;
 - ✓ performance management;
 - ✓ health, safety, wellbeing and the working environment.
- 5.2 Employee representatives at level 3 in liaison with their more experienced employee representative colleagues would be expected to deal with many of the lower level representative issues within their department e.g. attendance issues, disciplinary and individual grievance matters.

6. PROVISIONS AND FACILITIES FOR EMPLOYEE REPRESENTATIVES

- 6.1 The main provisions and facilities to be provided to recognised employee representatives include the following:

- Employee representatives:
 - ✓ will have the right to confidential meetings and discussions with their members;
 - ✓ should be allowed reasonable access to their members in the workplace, subject to the exigencies of the service.
- The Employer will:
 - ✓ make available Union information including joining instructions to new employees; and;
 - ✓ provide job titles of new posts to the appropriate Union(s);
- Employee representatives may request the use of confidential office facilities such as telephone, fax, photocopiers, secure storage, internet services and dedicated Union space on departmental notice boards in the furtherance of its functions. These facilities should be determined with their line manager and departmental Human Resources Director/Business Partner and should not be used for ballot proposes nor the organisation or furtherance of industrial action. The operation and costs of these facilities remains the responsibility of Union concerned;
- Any other requirements for facilities should be considered by the employee representative and their line manager and Human Resources Director/Business Partner who, in reaching agreement on them should have regard to the exigencies of the service, the availability of facilities generally and the workload of the employee representative concerned;
- Employee representatives may also make use of meeting rooms in States offices for official Union/Association business. Such use will be:
 - ✓ appropriate to the matter in hand; and,
 - ✓ subject to the booking arrangements in force from time to time within these offices. Unions will be liable for any charges that are normally levied for the use of these offices;
- Employee representatives may reasonably use the States' internal communication systems for official Union/Association business in line with any IS/IT guidelines. Given the sensitivities, potential for miss use and consequences attached to the use of this Employer facility:
 - ✓ departmental arrangements need to be determined with the Human Resource Director/Business Partner and an advanced copy of any proposed text should be provided to them before the communication is sent out.
 - ✓ Management will also provide a copy of any proposed employee communication to the affected Union (s) before the communication is sent out;
 - ✓ Management reserves its right to withdrawal the use of this Employer facility from a Union (s) in the event that the Employer believes it reasonable and

appropriate to do so. In such an event, the Employer will notify the senior representative of the affected Union and provide the reason (s) for its decision.

7. TIME OFF AND PAYMENT FOR EMPLOYEE REPRESENTATIVES

7.1 The following provisions will be made for employee representatives undertaking recognised representative duties/activities as follows:

- subject to the operational demands of the department, employee representatives should be allowed reasonable time off work with pay to:
 - ✓ carry out their representative duties (including reasonable preparation time). Whilst prior permission for time off by line managers must be obtained, such permission should not be unreasonably withheld provided reasonable notice is given;
 - ✓ attend Union training events and relevant Union conferences. Permission for such absence will be sought from the line manager on a case by case basis and should not be unreasonably withheld provided reasonable notice is given. Travel or associated costs of the training/conference will be met by the Union concerned;
- The granting of time off from work to undertake employee representative duties will not override the operational needs of the service. In order to help make that decision, the line manager will need to be reasonable and give due regard to the possible disruption to the service, pressure on the remaining work colleagues resulting from the representatives potential absence and the needs of the representative.

7.2 In order to ensure continuity of employee representative participation, departments will try and arrange meetings in an employee representative's normal working hours or set aside specific periods where representative duties may be carried out. In cases where this is not possible, the representative can decide whether they attend a meeting or delegate that function to another colleague.

8. COMPLIANCE AND MONITORING

8.1 It is the responsibility of each department through their Human Resource Director/Business Partner to ensure that appropriate facilities and associated arrangements are in place and work well for both parties.

8.2 In circumstances where the provisions of this Facilities Agreement are not being met, and cannot be resolved at a departmental level, contact should be made with the Employment Relations Section at States Human Resources who will assist in resolving the problem.

9. EFFECTIVE DATE OF AGREEMENT

9.1 The effective date of this Agreement is [date].

10. DISTRIBUTION OF THE FACILITIES AGREEMENT

10.1 This Facilities Agreement will be:

- distributed by the States Human Resources Department to all States' departments for onward internal distribution to their employees; and,
- will be subject to review by the States Human Resources Department in consultation with States' departments and Unions at a frequency not less than every three years from the date of this Agreement.

JOINT COUNCIL FRAMEWORK AGREEMENT

APPENDIX 3

EMPLOYMENT STATUS OF HUMAN RESOURCE POLICIES

Reference	ER/ ML
Version	v 0.7
Author	Employment Relations / MHL
Effective Date	Date of agreement
Review Date	01/07/2018
Application	All Pay Groups
Status	Non contractual
Unless specified otherwise, this Agreement supersedes all previous interpretations of the employment status of Human Resource policies within the States of Jersey.	

JOINT COUNCIL FRAMEWORK AGREEMENT

EMPLOYMENT STATUS OF HR POLICIES AND GUIDELINES

The table below sets out the view of the Employer and Unions on the employment status of Human Resource policies as at 01 August 2014.

Document	Union View Contractual/Non- contractual	Union View Negotiation/ Consultation	Union Comments	Employer's View Contractual/ Non Contractual	Employer's View Negotiation/ Consultation	Employer's Comments
T&Cs						
Acting Up Payments	C	N		C	N	Agreed. (Part of T&Cs)
Annual Leave	C	N	Amount of days is contractual but how the Employer manages the planned absences is non contractual.	C (Entitlement only)	N (Entitlement only)	Agreed.
Incremental Progression	C	N		C	N (Entitlement only) C (policy only)	Agreed (Part of Reward Framework)
Overtime	NC	C		NC	N (O/T rates only) C (Policy only)	Agreed. (Overtime rates are a T&C)

Document	Union View Contractual/Non-contractual	Union View Negotiation/ Consultation	Union Comments	Employer's View Contractual/ Non Contractual	Employer's View Negotiation/ Consultation	Employer's Comments
POLICIES						
Adoption	NC	C		NC	C	Agreed. Implemented.
Capability	NC	C	Not in MW Black Book.	NC	C	Agreed. Implemented.
Code of Conduct	NC	C		NC	C	Agreed. (Part of disciplinary rules). In place.
Disciplinary	C	N	In MW Black Book.	NC	C	Partially agreed. (Agreeable to some Unions) Implemented.
Domestic Abuse				NC	C	<u>New Policy</u>
Drug & Alcohol	NC	C		NC	C	Agreed. (Part of H&SW) Now incorporates drugs.
Equality and Diversity	NC	C	In future will be covered by Law.	NC	C	Agreed. (Could put in partnership agreement)
Flexible Working	NC	C	Implemented.	NC	C	Agreed. Implemented.
Flexitime				NC	C	<u>New Policy</u>
Inclement Weather Policy			Implemented.	NC	C	Agreed. Implemented.
Individual Grievance	C	N	In MW Black Book.	NC	C	Partially agreed. (Agreeable to some Unions) Implemented

Document	Union View Contractual/Non-contractual	Union View Negotiation/ Consultation	Union Comments	Employer's View Contractual/ Non Contractual	Employer's View Negotiation/ Consultation	Employer's Comments
Health, Safety and Wellbeing			We have queries with this re risk assessments.	C	C	Partially agreed. (Agreeable to some Unions) Have to comply with H&S Law. Implemented.
Managing Attendance	C	N		C (Entitlement to sick/ accident pay) NC (Policy)	N (Entitlement To sick/accident pay) C (Policy)	Agreed. Implemented.
Maternity	C	N	Implemented.	C (Entitlement only) NC (Policy only)	N (Entitlement only) C (Policy only)	Agreed. Implemented.
Organisational Change				NC	C	New Policy
Over/Under payments				NC	C	New Policy. Implemented
Paternity			Implemented	NC	N (Rates only) C Policy only)	Agreed. Implemented.
Pay Protection (Organisational Change)	C	N		NC	C	Not agreed. Revised policy to include Buy Out provision.
Performance	C	N		NC	Partnership	Partially agreed.

Document	Union View Contractual/Non-contractual	Union View Negotiation/ Consultation	Union Comments	Employer's View Contractual/ Non Contractual	Employer's View Negotiation/ Consultation	Employer's Comments
Review and Appraisal					Agreement.	(Agreeable to some Unions)
Recruitment & Selection	NC	C		NC	C	Agreed. Under revision.
Redeployment	C	N		NC	C	Do not Agree.
Redundancy	NC	C	Not in MW Black Book.	NC	C	Agreed.
Safeguarding				NC	C	New Policy
Smoke Free	NC	C	States Policy.	NC	C	Agreed. (Part of H&SW) Implemented.
Special Leave				NC	C	Implemented.
Succession Planning & Career Management	NC	C		NC	C	Agreed.
Training & Development				NC	C	New Policy
GUIDELINES						
Annual Leave Guidelines (See also T&Cs)	C	N	Amount of days is contractual but how the Employer manages the planned absences is non contractual.	NC	C	Agreed.

Document	Union View Contractual/Non-contractual	Union View Negotiation/ Consultation	Union Comments	Employer's View Contractual/ Non Contractual	Employer's View Negotiation/ Consultation	Employer's Comments
Benefits for Employees	NC	C		NC	C	Agreed.
Career Break	NC	C	Not in MW Black Book.	NC	C	Agreed. (See Succession Planning and Career Management)
Critical Incident Debriefing	NC	C		NC	C	Agreed. (Part of H&SW guidelines). Varies with Departments
Conflict of Interest				NC	C	New Guidelines
Disclosure of Medical Records	NC	C	Probably contractual for those that are covered by this procedure.	NC	C	Agreed (Covered by relevant codes of conduct/job descriptions)
Display Screen Equipment	NC	C		NC	C	Agreed. (Part of H&SW Policy)
Employment of People With Special Employment Needs	NC	C		NC	C	Agreed. (Part of Recruitment and Selection)
Employment of Overseas Nationals	NC	C		NC	C	Agreed. (Part of Recruitment and Selection)
Employment of Temporary Employees	NC	C		NC	C	Agreed. (covered by recruitment and selection)
Employment of Close Relatives	NC	C		NC	C	Agreed (See Cconflict of interest Guidelines)
Employment of People Beyond Their	NC	C		NC	C	Agreed.

Document	Union View Contractual/Non-contractual	Union View Negotiation/ Consultation	Union Comments	Employer's View Contractual/ Non Contractual	Employer's View Negotiation/ Consultation	Employer's Comments
Normal Retirement Age						
Employment of People With Past Criminal Offences	NC	C		NC	C	Agreed. (Part of Recruitment and Selection/ and Safeguarding)
Financial Support For Professional Qualifications	NC	C		NC	C	Agreed.
Induction and Training	C (Potentially for Teachers only)	N (Potentially for Teachers only)	Issue of access to CPD for Teachers. Subject to Education Review	NC (Induction) NC (Training)	C (induction) C (Training)	Agree for the majority of employees. Agree for the majority of employees.
Lone Working	C	N		NC	C	Partially agreed. (Agreeable to some Unions) Covered by H&S Law/H&S guidelines
Long Service Awards	NC	C		NC	C	Agreed.
Occupational Health				NC	C	New Guidelines
Personal File			Need confirmation of where this sits.	NC	C	Partially agreed (Subject to Data Protection Law)
Political Activities By States of Jersey employees	NC	C		NC	C	Agreed (These are SEB guidelines)

Document	Union View Contractual/Non-contractual	Union View Negotiation/ Consultation	Union Comments	Employer's View Contractual/ Non Contractual	Employer's View Negotiation/ Consultation	Employer's Comments
Probation	C	N		C	C	Partially agreed. (Agreeable to some Unions) (Part of Recruitment and Selection)
References (See also Recruitment & Selection Policy)	C	N	Data Protection Law	NC	C	Partially agreed. (Agreeable to some Unions)
Scrutiny Panels Attendance	NC	C	Maybe contractual for some e.g. Chief Officers.	NC	C	Agreed
Secondment	C	N		NC	C	Partially agreed (Agreeable to some Unions). See also Succession Planning and Career Management.
Suspension			Covered by Disciplinary Procedure.	NC	C	Agreed. (these are SEB Guidelines)
COLLECTIVE						
Collective Disputes Procedure	C	N		NC	Subject to Partnership Agreement.	Partially agreed. (Part of Framework Agreement)

Document	Union View Contractual/Non-contractual	Union View Negotiation/ Consultation	Union Comments	Employer's View Contractual/ Non Contractual	Employer's View Negotiation/ Consultation	Employer's Comments
Framework Agreement				NC	C	Under development
PREVIOUS POLICIES/ GUIDELINES						
Buy Out <i>See Pay protection</i>	C	C	Not in MW Black Book.	NC	C	Partially agreed. (Agreeable to some Unions)
HIV/ AIDS & Hepatitis B	NC	C		NC	C	Agreed. HSSD Guidelines no longer States wide policy
Harassment and Bullying <i>Now incorporated into Individual Grievance Policy</i>	NC	N	For discussion with Unions as per Employment Law.	NC	C	Agreed. Implemented
Commonwealth Games <i>See Special Leave</i>			Covered by Special Leave	NC	C	Agreed. Implemented.
Island Games <i>See Special Leave</i>			Covered in Special Leave Policy.	NC	C	Agreed. Implemented.
Medical Rehabilitation – Return to Work <i>See Managing Attendance Policy</i>			Covered by Managing Attendance Policy.	NC	C	Agreed.

Document	Union View Contractual/Non-contractual	Union View Negotiation/ Consultation	Union Comments	Employer's View Contractual/ Non Contractual	Employer's View Negotiation/ Consultation	Employer's Comments
Promotional Offers <i>See Benefits for Employees Guidelines</i>	NC	C		NC	C	Agreed. (Guidelines on staff benefits)
Voluntary Early Retirement <i>See Redundancy</i>			As it is voluntary, probably right.	NC	C	Agreed.
Voluntary Redundancy <i>See Redundancy</i>	C	N	Could be NC as it is voluntary.	NC	C	Partially Agreed (Agreeable to some Unions)
SYSTEMS						
Job Evaluation System	C	N		NC	Partnership Agreement.	Partially Agreed. (Agreeable to some Unions)
FINANCIAL DIRECTIVES						
Claiming Expenses	NC	C		NC	C	Agreed. (Covered by Financial Directive)
Fraud	NC	C		NC	C	Agreed. Committing fraud is a criminal offence.

Document	Union View Contractual/Non-contractual	Union View Negotiation/ Consultation	Union Comments	Employer's View Contractual/ Non Contractual	Employer's View Negotiation/ Consultation	Employer's Comments
Hotel and Travel Accommodation	NC	C		NC	C	Agreed. (Covered by Financial Directive)
OTHER						
Data Protection Policy FOI Policy	C	C	Covered by Law.	C	C	Agreed.
Serious Concerns Internal Audit Policy			Covered by 'Whistle Blowing Policy.'	NC	C	Agreed.
Pandemic Influenza HSS Guidance	NC	C		NC	C	Agreed (Covered by H&SW/HSS Guidelines)
Purchasing and Supply Procurement	NC	C	For the majority of employees except those that work in purchasing and supply.	NC	C	Agreed.

NB

- The term partially agreed (agreeable to some unions) reflects the fact that all unions within the Joint Council except Unite had agreed the status of a particular policy.
- The term agreed reflects the fact that all unions within the Joint Council had agreed the status of a particular policy.

JOINT COUNCIL FRAMEWORK AGREEMENT

APPENDIX 5

COLLECTIVE DISPUTES PROCEDURE

Reference	ER/MHL
Version	v 0.9
Author	Employment Relations
Effective Date	Date of agreement
Review Date	01/07/2018
Application	All Pay Groups
Status	Procedure (Non contractual)
Unless specified otherwise, this procedure supersedes all previous guidelines/practices/ processes and procedures connected with collective disputes in the public sector within the States of Jersey	

JOINT COUNCIL FRAMEWORK AGREEMENT

COLLECTIVE DISPUTES PROCEDURE

PURPOSE

The Employer in partnership with Unions/Staff Associations (herein referred to as Unions) are committed to the development and maintenance of good employment relations and the resolution of collective disputes (should they arise) fairly and at the earliest opportunity.

The Collective Dispute Procedure aims to settle disputes as near to the point of origin as possible. It is therefore important that appropriate Essential Service Agreements (agreed with the relevant Unions) are in place and maintained by departments.

DEFINITION

For the purposes of this document, a 'collective dispute' is defined as set out in The Employment Relations [Jersey] Law 2007.

In essence this means a collective dispute formally notified by one or more recognised Unions to the Employer, on behalf of one or more of their members regarding pay, terms and conditions of service and matters arising from their employment.

This document does not cover matters affecting an individual e.g. individual grievance, capability, disciplinary matters etc.

SCOPE

The Collective Disputes Procedure applies to all Unions with the exception of those Unions covered by an existing No Strike/No Impairment of Service Agreement. These Agreements will remain in place and involve the following groups:

- Ambulance Service
- States Fire and Rescue Service
- Prison Service
- Police Service

WORKING ARRANGEMENTS DURING A DISPUTE

All affected parties agree to make all reasonable attempts to resolve any differences as soon as possible. Depending on the complexity of the case every effort should be made by both parties to complete the internal disputes process between 28 days to 90days (i.e. the completion of Stage 1, through to Stage 3).

Until the internal collective disputes procedure is exhausted (i.e. completion of Stages 1 through to Stage 3), it is agreed that there shall be no industrial action or impairment of service (s) at any time. In return, unless it endangers the life, personal safety or health of

the whole or part of the population, including vulnerable adults and children, the Employer will ensure that existing arrangements and practices that existed immediately prior to the dispute will continue unchanged.

Depending on the nature of the collective dispute, both parties can agree where appropriate to move direct to Stage 2 of the collective disputes procedure.

COLLECTIVE DISPUTES PROCEDURE

STAGE 1: INFORMAL RESOLUTION

Where a number of employees have a collective grievance, the employees in agreement with their Union should raise their concern informally (either verbally or in writing) with:

- the relevant manager (s) and the departmental Human Resources Director/Manager on purely departmental matters; or where appropriate,
- the Employment Relations Section on matters affecting more than one States department or likely to affect more than one States department.

STAGE 2: FIRST FORMAL STAGE

In the event of a failure to resolve the issue, the Union acting on behalf of the affected employees may raise a formal collective grievance stating in writing the nature/scope of the matter and the proposed solution with:

- the relevant senior departmental manager on purely departmental matters. The senior departmental manager upon receipt of the formal dispute will convene an appropriate Panel to hear the collective grievance of the Union with the objective of trying to reach a resolution. (In instances involving collective agreements Employment Relations should be notified and be part of the Panel);
- (or where appropriate) the Employment Relations Section (on matters affecting more than one States department or likely to affect more than one States department). Employment Relations will convene an appropriate Panel (to include management representatives of those departments likely to be affected by any decision) to hear the collective grievance of the Union with the objective of trying to reach a resolution.

Where ever possible, the Union will receive a written outcome and the reasons for the decision within 10 working days of the hearing taken place.

STAGE 3: APPEAL HEARING (FINAL INTERNAL STAGE)

In the event of a failure to resolve the issue, the Union acting on behalf of the affected employees may appeal in writing stating their reasons against the decision and the solution (s) proposed to:

- the relevant Chief Officer on purely departmental matters. The Chief Officer or their nominee upon receipt of the appeal will convene an appropriate Appeals Panel to hear the appeal of the Union/Staff Association with the objective of trying to reach a resolution. (In instances involving collective agreements Employment Relations should be notified and be part of the Appeals Panel);
- (or where appropriate) the Employment Relations Section (on matters affecting more than one States department or likely to affect more than one States department). Upon receipt of the appeal Employment Relations will convene an appropriate Appeals Panel (to include management representatives, not involved with the process to date from departments likely to be affected by any decision) to hear the appeal with the objective of trying to reach a resolution.

Wherever possible, the Union will receive a written outcome and the reasons for the decision within 10 working days of the hearing taken place.

The decision of the Appeal Panel will be final as far as internal procedures are concerned.

STAGE 4: EXTERNAL STAGE

In the event of a failure to resolve the issue:

- either party may refer the matter for mediation under the auspices of the Jersey Advisory and Conciliation Service (JACS) and/or;
- the Union acting on behalf of the affected employees may appeal in writing to the Employment Tribunal under the Employment Relations (Jersey) Law 2005 stating their reasons against the Employer's decision.
- (if appropriate) the matter may by **agreement of both parties** be referred for settlement by arbitration through the auspices of JACs (or by an agreed alternative mechanism). All parties to the dispute must agree the arrangements, including the involvement of all third parties.
- until the external collective disputes procedure is exhausted (i.e. completion of Stage 4 where appropriate) it is agreed that there shall be no industrial action or impairment of service (s) at any time. In return, unless it endangers the life, personal safety or health of the whole or part of the population, including vulnerable adults and children, the Employer will ensure that existing arrangements and practices that existed immediately prior to the dispute will continue unchanged.

PAY NEGOTIATION PROCESS – FAILURE TO AGREE

The public sector pay review will be carried out under the auspices of the Joint Council. In the event of a failure to agree (i.e. first failure to agree), both parties will formally set out their positions and the matter discussed with a view to seek a resolution.

In the event of a continuing failure to agree (i.e. second failure to agree), both parties will formally set out their positions and the matter discussed with a view to seek a resolution. Following the meeting, both parties will confirm their final positions.

In the event of a continuing failure to agree, the matter may be addressed via an external stage (i.e. Stage 4) set out above.