

(This LFEPA Joint Council constitution is set out in FEP 710, 16 June 2005)

LFEPA Joint Council

Scope

1. All employees of the Authority whose terms and conditions are covered by collective agreements set out in the **Procedure Agreement – General Collective Bargaining**.

Membership

2. Only those party to the issue in question shall attend the meeting of the Council, i.e. the employees side will only consist of those trade unions represented on the referring Joint Committee. This means that the employees side will consist of all trade unions only to discuss issues appropriately referred to it from the Authority Joint Committee.
3. The employers' side will consist of eight Members of the Authority as determined by the Authority.
4. Representation from the employees side will be as follows:
 - Issues referred from the AJC – representation from each trade union as per the AJC
 - Issues referred from JCC, JCF, JCMM – representation from the relevant trade unions double their representation on the respective referring Committee
 - Issues referred from JCSS – representation from the relevant trade unions 1.5 times their representation on the JCSS

Purpose

5. The Council shall consider solely any question referred to it by any party where there has been a failure to agree recorded on a negotiable issue within any of the procedures set out in Appendices B-F.
6. Matters that are subject to joint consultation may not be referred to the Council

Conciliation, mediation and arbitration

7. In the event of a failure to conclude an agreement within the Council on a question referred to it under paragraph 5 above, any party to the question may propose to the other parties that it be referred for conciliation, mediation or arbitration. If all of the parties to the question agree to the proposal and (in the event of mediation or arbitration) agree the terms of reference as well, the Council will undertake one of the following
 - (a) In the case of mediation and arbitration it will refer the matter to the Advisory, Conciliation and Arbitration Service (ACAS)
 - (b) In the case of conciliation on questions arising solely and or jointly from the JCF or JCMM it may chose to refer the matter to ACAS, the Joint Secretaries of the NJC for Fire-fighters and Control Staff or to the NJC Resolution Advisory Panel.
 - (c) In the case of conciliation on questions arising from any other Committee the matter shall be referred to ACAS

8. All parties agree not to unreasonably refuse a request from another party to the question for third party conciliation.
9. Where the parties agree to Arbitration they accept the outcome as a binding agreement and resolution of the question(s) in dispute. Matters that may be subject to arbitration would include proposals by any party to amend rates of pay or other contractual terms and conditions of employment set out in national conditions of service or the staff code.

Meetings

10. Meeting of the Council shall be arranged within 10 working days of a valid request in accordance with paragraph 5 above being received by the Head of Democratic Services from any party to this agreement, and shall be held as soon as reasonably practicable, but in any event within 28 days of the request being received.
11. Only such business as determined by paragraph 10 shall be discussed at a meeting of the Council.
12. The Chair and Vice-Chair shall be rotated on a meeting by meeting basis. Where the Chair is held by the employer's side then the Vice-Chair shall be nominated by the Trade Union side and vice versa. The Chair shall be solely responsible for the conduct of the meeting.
13. The Secretary to the Council shall be appointed by the Authority and agreed minutes will be issued as soon as practicable after the meeting.
14. Only those parties to the question in dispute shall attend the meeting, save on questions referred from the AJC where all parties to the agreement shall be invited to attend.
15. The Council may establish any sub-committee, working group or other working arrangement as agreed between the parties and may also by agreement refer the matter in question back to the relevant committee for resolution.

Amendment

16. This agreement may be changed by joint agreement of both parties at any time provided that such changes are in line with the principles of the procedure agreement.

Termination

17. This agreement may be terminated by either party giving the other 3 months notice in writing to that effect.