

SHARED SERVICES JOINT COMMITTEE

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| East Dunbartonshire Council | Inverclyde Council | West Dunbartonshire Council |
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The inaugural meeting of the Shared Services Joint Committee will be held within **Tom Johnston Chamber, 12 Strathkelvin Place, Kirkintilloch**, on **Friday, 16 December 2016 at 10.00am** to consider the undernoted business.

(Sgd) KAREN DONNELLY
Clerk to Shared Services Committee

12 Strathkelvin Place
KIRKINTILLOCH
G66 1TJ

Tel: 0141 578 8021

Date: 9 December 2016

AGENDA

| | Contact No. | Item No. | Description | Page Nos. |
|-------|---------------|----------|---|----------------|
| | | 1 | Sederunt and Apologies | |
| | | 2 | Clerk's Remarks. | |
| | 0141 578 8015 | 3 | Appointment of Office Bearers – Shared Services Joint Committee - Report by Clerk to the Shared Services Joint Committee. (Copy herewith) | 1 - 4 |
| | 0141 578 8015 | 4 | Adoption of Standing Orders - Shared Services Joint Committee - Report by Clerk to the Shared Services Joint Committee. (Copy herewith). | 5 - 20 |
| | 0141 578 8015 | 5 | Minute of Agreement - Report by Clerk to the Shared Services Joint Committee. (Copy herewith). | 21 - 32 |
| | 0141 578 8015 | 6 | Proposed Cycle of Meetings 2016 – 2018 - Report by Clerk to the Shared Services Joint Committee. (Copy herewith). | 33 - 34 |
| | 0141 578 8525 | 7 | Chief Officers Group – Update - Report by Depute Chief Executive – Place Neighbourhood & Corporate Assets. (Copy herewith). | 35 - 38 |
| | 01389 737000 | 8 | Joint Trades Union Consultation and Engagement – Strategic Director – West Dunbartonshire Council (Copy herewith) | 39 - 40 |
| | | 9 | Any items of urgent business | |

**SHARED SERVICES JOINT
COMMITTEE**

16 DECEMBER 2016

SSJC/001/16/KD

ALL COUNCILS

CONTACT OFFICER:

KAREN M DONNELLY, CLERK (Tel: 0141 578 8015)

SUBJECT TITLE:

**APPOINTMENT OF OFFICE BEARERS - SHARED
SERVICES JOINT COMMITTEE**

1.0 PURPOSE

1.1 The purpose of this report is to formalise the appointment of the Convener and Vice Convener of the Shared Services Joint Committee.

2.0 SUMMARY

2.1 The Minute of Agreement between the 3 constituent Councils set out that the positions of Chair and Vice Chair will be elected at the first meeting of the Joint Committee. The Minute of Agreement goes on to state that the position of Chair shall be held for a period of two years by an Elected Member from each Authority in turn, with the subsequent Chair being the previous Vice Chair. The appointment of the Chair and Vice Chair is to be undertaken by the Authority from whose Elected Members the Chair shall be selected.

2.2 At the time of conclusion of the Minute of Agreement the three Councils agreed that East Dunbartonshire Council should hold the position of Chair and West Dunbartonshire Council the position of Vice Chair. It is proposed that Councillor Rhondda Geekie, Leader of East Dunbartonshire Council is elected as Chair of the Shared Services Joint Committee

2.3 A nomination is sought from West Dunbartonshire for the position of Vice Chair of the Shared Services Joint Committee

2.4 In accordance with the Minute of Agreement the “Secretariat Authority” is the Authority which chairs the Shared Services Joint Committee, therefore the Secretariat Authority East Dunbartonshire Council and that Council’s Chief Solicitor & Monitoring Officer is appointed as Clerk of the Shared Services Joint Committee for the initial 2 year period, beginning 1 November 2016 concluding 31 October 2018.

3.0 RECOMMENDATIONS

3.1 It is recommended that the Joint Committee:

- a) Confirms the appointment of Councillor Geekie and a West Dunbartonshire Councillor as Chair and Vice Chair respectively of the Shared Services Joint Committee for the initial 2 year period, concluding 31 October 2018.

- b) Confirms the appointment of Karen Donnelly, Chief Solicitor & Monitoring Officer as Clerk to the Shared Services Joint Committee for the initial 2 year period, concluding 31 October 2018, and
- c) Otherwise notes the content of the Report

KAREN M DONNELLY
CLERK TO THE SHARED SERVICES JOINT COMMITTEE

4.0 BACKGROUND

4.1 The Minute of Agreement between the 3 constituent Councils has been approved by each Council and sets out the requirement to establish office bearers at the first meeting.

5.0 IMPLICATIONS

5.1 **General:** This report has been assessed as an operational report and not a new policy or change to an existing policy document.

5.2 **All Authorities:** no other implications as a result of this report

5.3 **East Dunbartonshire Council:** there are resource implications for Legal & Democratic Services in Clerking the Shared Services Joint Committee.

5.4 **Inverclyde Council:** no other implications as a result of this report

5.5 **West Dunbartonshire Council:** no other implications as a result of this report

**SHARED SERVICES JOINT
COMMITTEE**

16 DECEMBER 2016

SSJC/002/16/KD

ALL COUNCILS

CONTACT OFFICER:

KAREN M DONNELLY, CLERK (Tel: 0141 578 8015)

SUBJECT TITLE:

**ADOPTION OF STANDING ORDERS FOR SHARED
SERVICES JOINT COMMITTEE**

1.0 PURPOSE

1.1 The purpose of this report is to formalise the adoption of Standing Orders for the Shared Services Joint Committee.

2.0 SUMMARY

2.1 The Senior Officers Working Group has developed Standing Orders for the Shared Services Joint Committee. These are based on the most recent model used at the “City Deal” meetings and so should be reasonably familiar to all 3 Councils.

2.2 The Standing Orders provide a Governance structure for the operation of the Shared Services Joint Committee meetings. These are attached as Appendix 1 to this report.

3.0 RECOMMENDATIONS

3.1 It is recommended that the Joint Committee approves and adopts the proposed Standing Orders with immediate effect.

**KAREN M DONNELLY
CLERK TO THE SHARED SERVICES JOINT COMMITTEE**

4.0 BACKGROUND

4.1 The Minute of Agreement between the 3 constituent Councils has been approved by each Council and requires Standing Orders to be adopted at the first meeting. The Standing Orders are required to regulate the manner in which the Shared Services Joint Committee makes decisions and otherwise conducts its business and provide rules for the guidance and governance of procedure.

5.0 IMPLICATIONS

5.1 General: This report has been assessed as an operational report and not a new policy or change to an existing policy document.

5.2 All Authorities: no other implications as a result of this report

5.3 East Dunbartonshire Council: no other implications as a result of this report.

5.4 Inverclyde Council: no other implications as a result of this report

5.5 West Dunbartonshire Council: no other implications as a result of this report

PROCEDURAL STANDING ORDERS

OF THE

SHARED SERVICES JOINT COMMITTEE

[DATE]

**STANDING ORDERS OF THE
SHARED SERVICES JOINT COMMITTEE**

INDEX

| <u>STANDING ORDER</u> | <u>SUBJECT</u> | <u>PAGE</u> |
|---------------------------|--|-------------|
| 1 | Definitions | 4 |
| 2 | Applying the Interpretation Act | 5 |
| 3 | Start | 5 |
| 4 | First Meeting after Appointment of Members | 5 |
| 5 | Ordinary Meetings | 5 |
| 6 | Special Meetings | 5 |
| 7 | Notice of Meetings | 5 |
| 8 | Membership and Quorum | 6 |
| 9 | Sederunt and Apologies | 6 |
| 10 | Minutes of Meetings | 6 |
| 11 | Access for the Public | 7 |
| 12 | Order of Business | 7 |
| 13 | Chair and Vice-Chair - Power and Duties | 8 |
| 14 | Form of Notice of Motion | 8 |
| 15 | Failure to Move Motion After Notice Has Been Given | 9 |
| 16 | Motions Contrary to Previous Decision | 9 |
| 17 | Motion or Amendment to be Moved and Seconded | 9 |
| 18 | Motion or Amendment not Seconded | 9 |
| 19 | Motion or Amendment Not To Be Withdrawn | 9 |
| 20 | Member Allowed to Speak Only Once on a Motion | 9 |
| 21 | Procedure on Point of Order | 9 |
| 22 | Right to Reply | 9 |
| 23 | Closure of Discussion | 9 |
| 24 | Time Limit on Speeches | 10 |
| 25 | Obstructive or Offensive Conduct | 10 |
| 26 | Closure of Debate | 10 |
| 27 | Motion for Adjournment of Meeting | 10 |

| <u>STANDING ORDER</u> | <u>SUBJECT</u> | <u>PAGE</u> |
|----------------------------------|---|--------------------|
| 28 | Method of Voting | 10 |
| 29 | Taking a Vote | 11 |
| 30 | Questions | 11 |
| 31 | Declaration of Interest | 11 |
| 32 | Voting on Appointments | 11 |
| 33 | Variation and Revocation of Standing Orders | 12 |
| 34 | Suspension of Standing Orders | 12 |
| 35 | Deputations | 12 |
| 36 | Delegating to Sub-Committees | 12 |
| 37 | Application of Standing Orders to Sub-Committee | 13 |
| 38 | Delegation to Officers | 13 |
| 39 | Remote Participation in Meetings | 13 |

PRELIMINARY

DEFINITIONS

1. In these Standing Orders the following words and expressions have the following meanings:

“1973 Act” means the Local Government (Scotland) Act 1973, as amended;

“1978 Act” means the Interpretation Act 1978;

“1985 Act” means the Local Government (Access to Information) Act 1985;

“1994 Act” means the Local Government etc. (Scotland) Act 1994, as amended;

“The Joint Committee” means the Shared Services Joint Committee, a Joint Committee formed under Section 57 of the Local Government (Scotland) Act, 1973 for the purpose of regulating the joint discharge of the functions by the Member Authorities;

Any reference to the Shared Services Joint Committee shall unless the context otherwise requires, include a reference to Joint Committee;

“Chair” means the Chair of the Joint Committee duly appointed under these Standing Orders (and the person presiding at a meeting), or where the context so applies to a person appointed by the Joint Committee to act as a Chair of a sub-committee;

“Clerk” means the head of legal, or other nominated officer, of the Secretariat Authority;

“Local Member” means a member elected to serve as a councillor for the relevant Member Authority;

“Member” means a councillor appointed by any of the Member Authorities from their own number to be a member of the Joint Committee in terms of the Minute of Agreement;

“Member Authority” means any Council who is a signatory to the Minute of Agreement;

“Minute of Agreement” means the minute of agreement among East Dunbartonshire, Inverclyde and West Dunbartonshire Councils dated [], setting out the terms and conditions of membership of the Joint Committee and any alterations thereof;

“The Secretariat Authority” means the Member Authority which presently Chairs the Joint Committee and provides administrative services in support of the [Joint Committee’s] operation and decision making;

“Vice-Chair” means the Vice-Chair of the Joint Committee duly appointed under these Standing Orders;

“Vice-Chair Authority” means the Member Authority from when the Vice-Chair is appointed.

APPLYING THE INTERPRETATION ACT

2. The Interpretation Act 1978 applies to these Standing Orders in the same way as it applies to an Act of Parliament.

START

3. The Standing Orders apply from the date approved by the Joint Committee. The Joint Committee may make changes from time to time under Standing Order 35.

JOINT COMMITTEE MEETINGS

FIRST MEETING AFTER APPOINTMENT OF MEMBERS

4.
 - (a) The first meeting of the Joint Committee shall take place on or as soon as reasonably practicable after the signing of the Minute of Agreement.
 - (b) The Secretariat Authority shall be appointed at the first meeting of the Joint Committee and a Member of the Secretariat Authority shall Chair the Joint Committee.
 - (c) The Vice-Chair should be appointed at the first meeting of the Joint Committee.
 - (d) In a year in which an ordinary election of Councillors for the local government election area of each Member Authority is held, the Joint Committee shall hold a meeting on the date and at the time and place previously decided by the Joint Committee.

ORDINARY MEETINGS

5. The Joint Committee shall meet at least 2 times in each financial year. The meetings of the Joint Committee shall be convened by the Secretariat Authority and meetings will be similarly located within the boundaries of the Secretariat Authority in ordinary course. The dates, times and places for ordinary meetings of the Joint Committee shall be decided by the Joint Committee.

SPECIAL MEETINGS

6. A special meeting of the Joint Committee may be called at any time:
 - (a) by the Chair; or
 - (b) if at least one quarter of the total number of Members require in writing a meeting specifying the business to be transacted.

Any special meeting shall be held within 14 days from the date when the Clerk receives a written request and at the time and place specified by the Clerk in consultation with the Chair.

NOTICE OF MEETINGS

7.
 - (a) All meetings shall be called by (i) a notice published at least 5 clear days before the meeting of the Joint Committee by the Clerk at the Member Authorities' offices giving the time and the place of the intended meeting and, where the meeting is called by Members, the notice shall be signed by those Members and shall specify the business proposed to be transacted; and (ii) a notice to attend the meeting specifying the business to be transacted and signed by the Clerk which shall be at least 5 clear days before the meeting of the Joint Committee be left at, or sent by post to the usual place of residence of every Member, or to such other address as any Member may notify, or with the consent of any Member delivered to their electronic mail address.

- (b) Any notice issued under Paragraph 7(a) must include the order for dealing with the business at the meeting. No other business may be dealt with unless it is required by statute or it is brought before the Joint Committee by the Chair as a matter of urgency under Paragraph 7(c). However, if a meeting is called because of a request from Members, only business listed in the request may be dealt with.
- (c) In the event that 5 clear days' notice is not given for an item, it may be considered at the meeting if the Chair rules that there are special reasons why it is a matter of urgency. The Chair must give those reasons. The item must be made known at the start of the meeting.
- (d) If a summons is not served on any Member the meeting shall still be valid.

MEMBERSHIP AND QUORUM

- 8. (a) Each Member Authority shall be represented by four Local Members on the Joint Committee.
- (b) Each of the Members so appointed shall, subject as hereinafter provided, continue in office until they are reappointed or replaced by the Member Authority, subject always to Section 57(5) and Section 59 of the 1973 Act. No substitutes shall be permitted.
- (c) A Member shall cease to become a Member when he or she ceases to be a Local Member of the Member Authority or on the appointment by that Member Authority of another Local Member in his or her place, whichever shall first occur.
- (d) The quorum of the Joint Committee shall be two thirds of voting Members with at least one Member from each Member Authority. If the two thirds figure does not represent a whole number, the two thirds figure shall be rounded up to the nearest whole number.
- (e) If 10 minutes after the time stated in the summons to attend a meeting a quorum is not present the meeting shall stand adjourned until such time and date as may be determined by the Clerk in consultation with the Chair. The Clerk shall minute the reason for the adjournment of the meeting.
- (f) After a meeting has started, if the number of Members falls below the quorum, the meeting will immediately adjourn and no more business may be transacted unless and until the meeting is again quorate.
- (g) Members may only vote on business that directly affects their Member Authority.

SEDERUNT AND APOLOGIES

- 9. The names of the Members present at a meeting of the Joint Committee shall be recorded. Members who intimate their apologies for non-attendance at a Joint Committee meeting to the Clerk before the meeting shall have their apologies recorded in the minutes.

MINUTES OF MEETINGS

- 10. The Clerk shall minute all Joint Committee meetings. The minutes shall record the proceedings of the meeting and the names of the Members who attended the meeting. They shall then be printed and, as far as possible, circulated among Members at least 5 clear days before the next ordinary meeting of the Joint Committee. They shall be presented and corrected if necessary. If they are held to be a true record of the proceedings of the meeting they relate to, the person chairing the meeting to which they are presented shall sign them.

ACCESS FOR THE PUBLIC

11. (a) Every meeting of the Joint Committee, and its sub-committees will be open to the public unless the public are excluded in terms of the 1973 Act.
- (b) The Joint Committee may exclude any members of the public from a meeting or cause them to leave, if they are hindering or are likely to hinder the work of the Joint Committee. If a member of the public interrupts any meeting, the Chair may warn that person. If they continue the interruption, the Chair may order the person to be removed from the Joint Committee's meeting room. If there is general disturbance in any part of the meeting room that is open to the public, the Chair may order that part to be cleared.
- (c) The public shall be kept out of a Joint Committee meeting when an item of business is being considered if it is likely that they would hear confidential information. Nothing in the Standing Orders authorises or requires confidential information to be disclosed in breach of the obligation of confidence as defined in the 1973 Act as amended by the Local Government (Access to Information) Act 1985.
- (d) The Joint Committee may decide to keep the public out of a meeting when an item of business is being considered if it is likely that they would hear information that was defined as 'exempt' in schedule 7A of the 1973 Act;
- (e) The use of any equipment capable of audio or visual recording and the taking of photographs or access for radio or television broadcasting is prohibited and will only be allowed with the Joint Committee's prior approval.

ORDER OF BUSINESS

12. The business of the Joint Committee at ordinary meetings shall take place in the following order, unless agreed otherwise by a majority of the Joint Committee:-
- (a) The sederunt shall be taken;
- (b) Any apologies shall be tendered;
- (c) Any declaration of interest shall be tendered;
- (d) Confirmation of items recommended to be exempt;
- (e) Consider notice of any urgent business;
- (f) Minutes of the previous meeting, of any special meeting and of any subcommittee held since then;
- (g) Presentations;
- (h) Deputations;
- (i) Business required by statute, statutory instrument or order;
- (j) Business remaining from the last meeting;
- (k) Outstanding business report;
- (l) Motions of which notice has been given (Standing Order 14);
- (m) Financial reports including progress with annual estimates or budget;

- (n) Business, including correspondence, communications and reports by officials;
- (o) Setting the date and place of the next meeting. The Chair may alter the order of business to facilitate the conduct of the meeting.

CHAIR AND VICE-CHAIR - POWER AND DUTIES

13. (a) The position of Chair shall be held for a period of two years. The first Chair shall be a Member from East Dunbartonshire Council. Each Member Authority in turn shall hold the position of Chair, with each subsequent Chair being from the Member Authority from whom the previous Vice-Chair was selected. Each subsequent Chair shall take up his or her position on the second anniversary of the first meeting. The appointment of the Chair shall be undertaken by the Member Authority from whose Members the Chair shall be selected.
- (b) The position of Vice-Chair shall be held for a period of two years. The first Vice-Chair shall be a Member from West Dunbartonshire Council. Each Member Authority in turn shall hold the position of Vice-Chair, with each subsequent Vice-Chair being from the Member Authority that was not the preceding Secretariat Authority. Each subsequent Vice-Chair shall take up his or her position on the second anniversary of the first meeting. The appointment of the Vice-Chair shall be undertaken by the Member Authority from whose Members the Vice-Chair shall be selected.
- (c) The Chair shall chair any Joint Committee meeting if he or she is present.
- (d) In the event of the Chair being absent from a meeting, the Vice-Chair shall assume the Chair for that meeting. If neither the Chair nor the Vice-Chair is present another Member (chosen by the majority vote of the Members present) shall chair the meeting. That Member shall have the same powers and duties as the Chair in relation to a meeting and its business.
- (e) Deference shall at all times be paid to the authority of the Chair.
- (f) The Chair must keep order and make sure that Members have a fair hearing.
- (g) The Chair shall decide all matters of order, competency and relevancy and the Chair's ruling shall be final and shall not be open for discussion.
- (h) In the event that two or more Members want to speak, the Chair shall decide which Member shall be first.
- (i) The Chair shall be entitled, in the event of disorder arising at any meeting, to adjourn the meeting to any other time or day that he/she may fix at the time or afterwards. In these circumstances, by simply leaving, the Chair shall adjourn the meeting.

FORM OF NOTICE OF MOTION

14. Every notice of motion shall be in writing, signed by the Member of the Joint Committee giving the notice and counter-signed by one other Member. A notice of motion which has not been received by the Clerk at least 14 days prior to the date of any meeting of the Joint Committee shall not be specified in, or transmitted with, the notice calling such meeting. It shall be competent for the notice of motion to be delivered to the Clerk by electronic means, and a delivery receipt to the Clerk's electronic mail address shall be sufficient proof of delivery.

FAILURE TO MOVE MOTION AFTER NOTICE HAS BEEN GIVEN

15. If a motion which is specified in the notice calling the meeting is not moved by the Member who has given the notice or by some other Member on his/her behalf when it comes to be considered, it shall, unless postponed by leave of the Joint Committee, be considered as withdrawn and shall not be moved without further notice.

MOTIONS CONTRARY TO PREVIOUS DECISION

16. A motion or amendment contrary to a decision of the Joint Committee shall not be competent within six months from the date of the decision.

MOTION OR AMENDMENT TO BE MOVED AND SECONDED

17. Every motion or amendment shall be moved and seconded and shall, when required by the Chair, be reduced to writing, handed to the Chair and read before it is put to the meeting. No Member shall move or second more than one motion or amendment upon a particular issue.

MOTION OR AMENDMENT NOT SECONDED

18. A motion or amendment not seconded or which may be withdrawn or departed from after being seconded shall not be recorded in the minutes. A Member who has moved a motion or amendment but failed to find a seconder may, if they so request, have their dissent to a decision recorded in the minutes.

MOTION OR AMENDMENT NOT TO BE WITHDRAWN

19. A motion or an amendment once moved and seconded shall not be altered or withdrawn without the consent of the mover and the seconder.

MEMBER ALLOWED TO SPEAK ONLY ONCE ON A MOTION

20. A Member shall not address the Joint Committee more than once on any subject under discussion, except with the consent of the Chair. However, the mover of a motion shall have the right to reply.

PROCEDURE ON POINT OF ORDER

21. Any Member may raise a point of order at any time during a meeting. Any Member who is addressing the meeting when a point of order is raised will resume his or her seat until the point of order has been decided upon by the Chair. No other Member may speak to the point of order unless with the permission of the Chair. The decision of the Chair will be final and cannot be debated.

RIGHT TO REPLY

22. The mover of the original motion shall, in their reply, strictly confine themselves to answering the previous speakers and shall not introduce any new matter.

CLOSURE OF DISCUSSION

23. After the reply is concluded, the discussion shall be held to be closed after which no Member shall be permitted to offer an opinion or to ask a question or otherwise interrupt the proceedings or to speak, except with regard to the manner of taking a vote, and the questions under discussion shall thereupon be put by the Chair.

TIME LIMIT ON SPEECHES

24. The mover of a motion or amendment shall not speak for more than 10 minutes. Any succeeding speaker shall not speak for more than 5 minutes. The mover of the original motion shall have the right to speak for 5 minutes in reply. The foregoing limits of time may be exceeded with the consent of the majority of the Members present and it shall be competent for the Chair to determine - without the necessity of taking a division - whether the consent of the Members present had been obtained to the foregoing limits of time being exceeded.

OBSTRUCTIVE OR OFFENSIVE CONDUCT

25. If any Member at any meeting disregards the authority of the Chair, or behaves obstructively or offensively, a motion may then be proposed and seconded to suspend the Member for the rest of the meeting. The motion shall be put without discussion. Should the motion be carried, the Chair shall order the Member to leave the meeting and the Member concerned shall immediately withdraw from the meeting room. The Clerk shall act on the instructions of the Chair to ensure that any such order is carried out. If the Member concerned remains, the Chair shall refuse to recognise him and he may not vote, nor put nor second any motion, for the remainder of that meeting.

CLOSURE OF DEBATE

26. At the close of any speech, any Member who has not spoken on the question before the meeting may move "That the question be now put". If this is seconded, the Chair shall without any debate, take a vote. No speeches shall be made on the motion. If it is carried, the mover of the original motion shall have the right to reply.

MOTION FOR ADJOURNMENT OF MEETING

27. A motion for the adjournment of the meeting may be put at the conclusion of any speech and shall have precedence over all other motions. It must be moved and seconded without a speech and shall at once be put by the Chair in the form of "adjourn" or "not adjourn". If the motion to "adjourn" is carried, then unless times for adjournment and resumption are specified in the motion, adjournment shall take effect immediately and the meeting shall stand adjourned until such time as is decided by the Chair. A second motion for the adjournment of the meeting shall not be made within a period of half-an-hour unless it is moved by the Chair.

METHOD OF VOTING

28. (a) At a meeting of the Joint Committee or any Sub-Committee a vote on any matter shall be taken by a roll call vote.
- (b) Once a vote has been taken and someone immediately challenges the accuracy of the count the Chair shall decide whether to have a recount. If there is a recount, the Chair shall decide whether to take it by a show of hands or by roll call.
- (c) Unless the law or these Standing Orders say otherwise, all questions before the Joint Committee shall be decided by a majority of the Members voting.
- (d) In a case of an equality of votes the Chair shall not have a second or casting vote, and the vote shall fall.

TAKING A VOTE

29. If there are more amendments than one, the amendment last proposed will be put against that immediately preceding and the amendment then carried against the next preceding and so on until there remains only one amendment, between which and the original motion the vote will be taken.

QUESTIONS

30. (a) Any Member may ask a question of the Chair. If the Chair decides that the question is relevant and competent, he/she shall answer it or direct that it shall be answered. No prior notice shall be required of a Member in such circumstances but the Member or official to whom the question is addressed shall be given the opportunity of replying to the question in writing. Any such written answer shall be circulated to all Members as soon as possible and included in the Minute of the meeting.
- (b) A Member wishing to ask a question about a matter which is not otherwise on the agenda of any meeting but is part of the remit of either the Joint Committee itself, or a sub-committee shall submit a written and signed question in English to the Clerk at least 10 clear days before the appropriate meeting. The question shall be circulated immediately to all Members and placed on the agenda.
- (c) If the Chair decides at the meeting that the question is relevant and competent he/she shall answer it or direct that it be answered. The question and answer shall be included in full in the minute of the meeting. No discussion or other questions shall be allowed.
- (d) If the question is directed to a sub-committee of which the Member is not a member, he/she shall be entitled to attend, speak and debate at the meeting, but shall not be entitled to vote.

DECLARATION OF INTEREST

31. Any member who, in terms of the councillors' code of conduct has an interest (whether financial or non-financial) in a matter which requires declaration and is present at a meeting of the Joint Committee at which such matter is the subject of consideration, shall declare that interest as soon as practicable at a meeting where that interests arises. The declaration shall begin with the words "I declare an interest". If, in terms of the councillors' code, the nature of the interest has the effect of prohibiting any participation in discussion and voting on the matter, the member shall leave the meeting room until discussion of the item of business is concluded.

VOTING ON APPOINTMENTS

32. (a) In the case of an appointment of a Member to a particular office or sub-committee of the Joint Committee where only one vacancy requires to be filled, and there are only 2 candidates, a vote shall be taken between these candidates and the one receiving the majority of votes shall be declared duly appointed.
- (b) (i) If there are more than 2 candidates, a vote shall be taken among all the candidates, each Member being entitled to vote for only one candidate. If after this vote has been taken, any candidate has an absolute majority of the Members present and voting, such candidate shall be declared duly appointed.
- (ii) If no candidate has such a majority, the name of the candidate having the fewest number of votes shall be struck off the list of candidates. In second and subsequent votes the same course as that prescribed with reference to the first vote shall be followed until one of the candidates obtains the votes of a majority of the Members present and voting when he/she shall be declared

duly appointed or until the candidates are reduced to 2, when a final vote shall be taken and the candidate who receives a majority of the votes shall be declared appointed. If on any vote, 2 or more candidates at the bottom of the list have an equal number of votes, the meeting shall decide which of these candidates shall be struck off the list.

- (c) In the case of an appointment of a Member to a particular office or subcommittee of the Joint Committee, where more than one vacancy requires to be filled and there are more candidates than vacancies, each vacancy shall be filled separately following the voting procedure prescribed at (b) above.
- (d) In the case of recruitment of an officer, the Joint Committee shall follow the procedures prescribed at (a) and (b) above or such other procedures as are agreed by the Joint Committee prior to the appointment.

VARIATION AND REVOCATION OF STANDING ORDERS

- 33. Any motion to vary or revoke these Standing Orders shall, when proposed and seconded, stand adjourned without discussion to the next ordinary meeting of the Joint Committee.

SUSPENSION OF STANDING ORDERS

- 34. Any of the standing orders, upon a motion made at any time during a meeting, may be suspended (except standing order 7 which is concerned with the notice of meeting, standing order 13 which deals with the role of the Chair, and standing order 20 which is concerned with procedure on point of order) so far as regards any business at such meeting provided that at least two thirds of the Members present and voting shall so decide.

DEPUTATIONS

- 35. Any written request received by the Clerk 48 hours prior to a meeting, except in cases of urgency as certified by the Chair, that a deputation be received by the Joint Committee on a particular matter shall be referred in the first instance to the Chair. Should the Chair consider that the matter raised by the deputation is one which is competent and relevant for the Joint Committee to determine, the written request shall be placed on the agenda of the first appropriate meeting of the Joint Committee. Thereafter, the Chair will decide whether to hear the deputation at the first meeting or may make arrangements for hearing the deputation at a subsequent meeting of the Joint Committee. In the event of the Chair agreeing to hear a deputation the following provisions shall apply:-
 - (a) The deputation shall not exceed 3 in number;
 - (b) Representatives of the deputation may speak for a total of no more than 10 minutes, unless the Chair otherwise permits; and
 - (c) It shall be competent for Members to put to the deputation only questions relevant to the subject of the deputation.

SUB-COMMITTEES

DELEGATING TO SUB-COMMITTEES

- 36. (a) The Joint Committee may appoint sub-committees in accordance with the provisions of Sections 57 of the 1973 Act.
- (b) The Joint Committee shall appoint the Chair of any Sub-Committee. If the Chair is absent, the Members present shall appoint someone from amongst themselves to Chair the meeting.

- (c) The quorum of any sub-committee shall be at least one Member from each participating Member Authority.

APPLICATION OF STANDING ORDERS TO SUB-COMMITTEE

- 37. These standing orders shall apply to any Sub-Committee established under Standing Order 36.

SCHEME OF DELEGATION TO OFFICERS

DELEGATIONS TO OFFICERS

- 38. Any officers of the Joint Committee are authorised to use the delegated powers granted to them by the Joint Committee or as set out in any Scheme of Delegation as may from time to time be approved by the Joint Committee.

REMOTE PARTICIPATION IN MEETINGS

USE OF VIDEO CONFERENCING

- 39. Subject to prior agreement by the Chair, any Member who cannot reasonably attend a meeting in person may request that provision be made within alternative, suitable Member Authority premises for video conferencing participation in the meeting, if practicable with regard to advance notice, technical feasibility and cost, provided that the Clerk is satisfied as to the necessary arrangements securing any required propriety and confidentiality of Joint Committee business.

**SHARED SERVICES JOINT
COMMITTEE**

16 DECEMBER 2016

SSJC/003/16/KD

ALL COUNCILS

CONTACT OFFICER:

KAREN M DONNELLY, CLERK (Tel: 0141 578 8015)

SUBJECT TITLE:

**SHARED SERVICES JOINT COMMITTEE MINUTE
OF AGREEMENT**

1.0 PURPOSE

- 1.1** The purpose of this report is to familiarise Members with the terms of the Minute of Agreement which established the Shared Services Joint Committee. A copy of the signed Minute of Agreement is attached as Appendix 1

2.0 SUMMARY

- 2.1** The Minute of Agreement was agreed by each of the constituent Councils and creates the Shared Services Joint Committee (“the Joint Committee”). The Joint Committee is constituted to oversee the delivery of delegated local authority functions or services across the three Council areas. It is an overarching arrangement and separate detailed Service Agreements will be entered into in relation to any agreed shared services. In order to preserve the primacy and control of each authority, the decision to delegate a function or service must be agreed by each constituent Council and the Minute of Agreement provides for situations where only two of the three wish to proceed with a particular service. It also enables the involvement of other local authorities.
- 2.2** The Minute of Agreement sets out the constitution and remit of the Joint Committee (comprising four Elected Members from each Council) and makes provision for administrative support through the rotation of a Secretariat Authority role. It also requires the Joint Committee to adopt Standing Orders which were the subject of a separate Report.
- 2.3** The Minute of Agreement confirms that the Chair and Vice Chair positions will be rotated around the member Councils and will be for a period of two years.
- 2.4** Service Agreements will set out the detail of specific services to be shared, the operational arrangements, financial assumptions (including business case) and the consequences of termination or withdrawal. Service Plans for Shared Services including details of service delivery and costs will be submitted to the Joint Committee for approval. However, these Service Plans will then require to be approved by the Councils participating in the Shared Service in question.
- 2.5** Appropriate External Audit arrangements will be put in place once the Joint Committee is overseeing shared services and scrutiny will sit with individual Council’s corporate governance arrangements.

3.0 RECOMMENDATIONS

3.1 It is recommended that the Joint Committee:

- a) Notes the terms of the Minute of Agreement and otherwise notes the content of the Report

**KAREN M DONNELLY
CLERK TO THE SHARED SERVICES JOINT COMMITTEE**

4.0 BACKGROUND

4.1 The Minute of Agreement between the 3 constituent Councils has been approved by each Council and signed by the relevant Proper Officers.

5.0 IMPLICATIONS

5.1 General: This report has been assessed as an operational report and not a new policy or change to an existing policy document.

5.2 All Authorities: no other implications as a result of this report

5.3 East Dunbartonshire Council: no other implications as a result of this report.

5.4 Inverclyde Council: no other implications as a result of this report

5.5 West Dunbartonshire Council: no other implications as a result of this report

MINUTE OF AGREEMENT

among

(One) **EAST DUNBARTONSHIRE COUNCIL** constituted in terms of the Local Government etc. (Scotland) Act 1994 and having its principal office at Southbank Marina, 12 Strathkelvin Place, Kirkintilloch, Glasgow G66 1TJ;

(Two) **INVERCLYDE COUNCIL** constituted in terms of the Local Government etc. (Scotland) Act 1994 and having its principal office at Municipal Buildings, Clyde Square, Greenock, PA15 1LY; and,

(Three) **WEST DUNBARTONSHIRE COUNCIL**, constituted in terms of the Local Government etc. (Scotland) Act 1994 and having its principal office at Garshake Road, Dumbarton, G82 3PU.

(hereinafter referred to as "the parties")

WHEREAS the purpose of this Agreement is to make arrangements for the joint discharge of statutory functions in terms of the Local Government (Scotland) Act 1973 ("the 1973 Act") and of the Local Government in Scotland Act 2003 ("the 2003 Act") and the establishing of a Joint Committee to oversee the delivery of Local Authority Services to the communities of East Dunbartonshire, Inverclyde and West Dunbartonshire Councils, AND WHEREAS the parties hereto have agreed to delegate the discharge of various functions jointly, in terms of section 57 (1) (b) of the 1973 Act NOW THEREFORE the parties agree as follows:

Definitions

In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:-

"Administrative Support" means committee and legal advice and support;

“Agreement” means this Minute of Agreement;

“Authority” means each of the parties to the Agreement;

“Clerk” means the Head of Legal, or other nominated officer, of the Secretariat Authority;

“Secretariat Authority” means the Authority which chairs the Joint Committee and provides administrative services in support of the Joint Committee’s operation and decision making;

“Service Agreement” means the deed(s) which govern and regulate the specific services and functions to be delegated to the Joint Committee;

“Service Lead” means the principal Authority (if any) for a particular Shared Service, as defined in the relevant Service Agreement;

“Shared Service” means the specific services and functions to be delegated to the Joint Committee.

1. Commencement and Duration

This Agreement shall commence with effect from 1 November 2016 and shall thereafter subsist for such period as the parties (or at least two of them) shall continue to participate in a Shared Service, subject to the provisions of Clause 12 (Withdrawal from Agreement). Each Service Agreement shall make provision for the disaggregation of the Shared Service to which it relates in the event of withdrawal by any of the parties from the Shared Service, including provision for liability of the withdrawing party for the costs associated with such withdrawal.

2. Constitution and Remit

There is hereby constituted a Joint Committee to be known as the East Dunbartonshire, Inverclyde and West Dunbartonshire Councils' Shared Service Joint Committee, (to be hereinafter referred to as "the Joint Committee"). The administration of the Joint Committee shall be carried out by the Secretariat Authority. The Shared Services shall be determined by the parties from time to time and set out in Service Agreements to follow hereon. The Joint Committee is empowered by each of the parties hereto:

- 2.1 To manage and monitor spend within the budget approved by the parties hereto in relation to each Shared Service subject always to the terms of the relative Service Agreement;
- 2.2 To develop and implement a strategic policy framework for the operation of each Shared Service to receive, scrutinise and approve service plans for implementation of the policies and priorities for service delivery relative to each Shared Service;
- 2.3 To co-ordinate, guide, monitor and review the performance and discharge of Shared Services by officers of the relevant Authorities or Service Lead as the case may be;
- 2.4 To take decisions on a service by service basis in accordance with the terms of the relevant Service Agreements, provided that any associated spend must be offset by additional income or savings from elsewhere within the budget for that Shared Service;
- 2.5 To consider and approve an annual Service Plan in respect of each Shared Service including the Budget as provided for in Clause 9.2 hereof for submission to each Authority for agreement.

3. Membership

- 3.1 Each Authority shall be represented by four Elected Members on the Joint Committee.
- 3.2 Each of the Elected Members so appointed shall, subject as hereinafter provided, continue in office until they are re-appointed or replaced by the appointing Authority, subject always to s57(5) and s59 of the 1973 Act. No substitutes shall be permitted.
- 3.3 A member of the Joint Committee shall cease to be a member when he or she ceases to be an Elected Member of the appointing Authority or on the appointment by that Authority of another Elected Member in his or her place, whichever shall first occur.

4. Quorum

- 4.1 The quorum of the Joint Committee shall be two thirds of the total members with at least one Elected Member representing each Authority. If the two thirds figure does not represent a whole number, the two thirds figure shall be rounded up to the nearest whole number.
- 4.2 Provision shall be made in the Standing Orders whereby Elected Members may only vote in relation to the specific Shared Services relative to their Authority.

5. Standing Orders

The Joint Committee shall adopt its own Standing Orders. In the event of any inconsistency between the Standing Orders and this Agreement the provisions of this Agreement shall prevail.

6. Meetings

- 6.1 The Joint Committee shall meet at least twice in each financial year or more often as is required to conduct its business. The meetings of the Joint Committee shall be convened by the Secretariat Authority and meetings will be similarly located within the Secretariat Authority in ordinary course.
- 6.2 A meeting of the Joint Committee shall be open to the public except to the extent the public are excluded (whether during the whole or part of the proceedings) under Section 50A of the Local Government (Scotland) Act 1973.

7. Chair and Vice Chair

- 7.1 The positions of Chair and Vice Chair shall be elected at the first meeting of the Joint Committee.
- 7.2 The position of Chair shall be held for a period of two years by an Elected Member from each Authority in turn, with each subsequent Chair being the previous Vice Chair and taking up his or her position on the second anniversary of the first meeting. The appointment of the Chair of the Joint Committee shall be undertaken by the Authority from whose Elected Members the Chair shall be selected.
- 7.3 The position of Vice Chair shall be held for a period of two years by an Elected Member of the next sitting Secretariat Authority, with each subsequent Vice Chair taking up his or her position on the second anniversary of the first meeting. The appointment of the Vice Chair of the Joint Committee shall be undertaken by the Authority from whose Elected Members the Vice Chair shall be selected.

- 7.4 In the event of the Chair being absent from a meeting, the Vice Chair shall assume the Chair for that meeting.

8. Administration

The Administrative Support to the Joint Committee in any year shall be undertaken by the Secretariat Authority. The cost of providing such Administrative Support shall be borne by the Secretariat Authority providing such Administrative Support in that year.

9. Finance

- 9.1 Prior to the commencement of any Service Agreement the Joint Committee shall receive from each Authority, confirmation of resources to be allocated by that Authority for the provision of the functions identified as being the Shared Service as defined in the relevant Service Agreement.
- 9.2 In each subsequent year and in respect of each Shared Service, the relevant Authorities or Service Lead, as the case may be, shall prepare a Service Plan for the following three financial years setting out the level of service to be provided to the participating Authorities, in accordance with the Service Agreement for that Shared Service, and the budget required to fulfil that plan. Such Service Plan shall be submitted for approval to the Joint Committee not later than First November in each year. The Joint Committee shall thereafter make recommendation to each of the parties hereto for formal approval of the Service Plan including the relevant budget.
- 9.3 The proportion of the cost of delivery of any Shared Service to be met by each Authority in respect of the Shared Service shall be as set out in the Service Agreement relating to that Shared Service.

- 9.4 Each participating Authority using best endeavours agrees to approve and confirm to the Joint Committee the level of funding to be allocated by that Authority for the following financial year for each Shared Service by no later than 28 February in each year.
- 9.5 Annual accounts for each of the Shared Services shall be prepared by the respective Authorities or Service Lead, as the case may be, and submitted to the Joint Committee.
- 9.6 Appropriate arrangements for external audit shall be put in place.

10. Scrutiny

Scrutiny in respect of the Joint Committee will be undertaken by each Authority in accordance with its own scrutiny processes, as set out within the respective Corporate Governance arrangements.

11. Variation of Agreement

Any alteration of the terms of this Agreement shall be by way of a further Minute of Agreement signed by all the parties hereto.

12. Withdrawal from Agreement/Disaggregation

- 12.1 If any Authority wishes to withdraw from this Agreement it may do so with effect from the end of the Joint Committee's next financial year subject to giving to the Clerk not less than 18 months' notice in writing to that effect.
- 12.2 An Authority may withdraw from a Shared Service subject to complying with the provisions in the relevant Service Agreement relating thereto, including meeting any costs, including severance costs, associated with such withdrawal.

13. Publicity

A communications strategy shall be agreed among the parties and no press release or public intimation shall be made by an Authority unless it is in accordance with the agreed communications strategy, or otherwise agreed in advance by all of the parties.

14. New Parties

Where a local authority which is not a party to this Agreement requests to become a member of the Joint Committee and utilise some or all of the Shared Services, then the consent of each Authority, acting reasonably, is required. Where each Authority consents to such a request then in accordance with Clause 11, the parties shall vary the terms of this Agreement and any relevant Service Agreement amending that which has to be amended

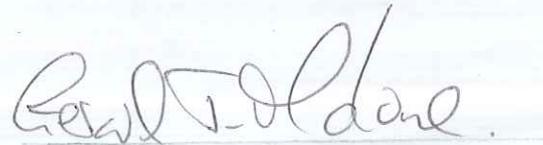
to include the new Authority: IN WITNESS WHEREOF these presents consisting of this and the preceding seven pages are executed as follows:- They are signed on behalf of West Dunbartonshire Council by Peter David Hessett, Strategic Lead - Regulatory and Proper Officer at Dumbarton on the Eleventh day of October Two Thousand and Sixteen before this witness, Christopher Edward Anderson, Council Offices, Garshake Road, Dumbarton; and they are signed on behalf of (i) East Dunbartonshire Council by Karen Marie Donnelly, Chief Solicitor and Proper Officer; and (ii) Inverclyde Council by Gerard Joseph Malone, Head of Legal & Property Services and Proper Officer, both signing at Kirkintilloch on the Twelfth day of October Two Thousand and Sixteen before this witness, Martin John Cunningham, Council Offices, South Bank Marina, Twelve Strathkelvin Place, Kirkintilloch.


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**SHARED SERVICES JOINT
COMMITTEE**

16 DECEMBER 2016

SSJC/004/16/KD

ALL COUNCILS

CONTACT OFFICER:

KAREN M DONNELLY, CLERK (Tel: 0141 578 8015)

SUBJECT TITLE:

PROPOSED CYCLE OF MEETINGS 2016 – 2018

1.0 PURPOSE

1.1 The purpose of this report is to present a proposed schedule of meetings for the Shared Services Joint Committee.

2.0 SUMMARY

2.1 The Minute of Agreement indicates that the Joint Committee will meet at least twice in each financial year (1 April – 31 March).

2.2 Members are invited to consider the frequency and timing of meetings for 2017 and 2018.

3.0 RECOMMENDATIONS

3.1 It is recommended that the Joint Committee considers the frequency and timing of scheduled meetings for 2017 and 2018, and thereafter instructs the Clerk to make the necessary arrangements.

**KAREN M DONNELLY
CLERK TO THE SHARED SERVICES JOINT COMMITTEE**

4.0 BACKGROUND

4.1 The Minute of Agreement between the 3 constituent Councils has been approved by each Council and that the Joint Committee will meet at least twice in each financial year.

5.0 IMPLICATIONS

5.1 **General:** This report has been assessed as an operational report and not a new policy or change to an existing policy document.

5.2 **All Authorities:** meetings of the Shared Services Joint Committee will have resource implications for all Authorities in terms of report preparation and attendance at meetings.

5.3 **East Dunbartonshire Council:** there are resource implications for Legal & Democratic Services in Clerking the Shared Services Joint Committee.

5.4 **Inverclyde Council:** no other implications as a result of this report

5.5 **West Dunbartonshire Council:** no other implications as a result of this report

SHARED SERVICES JOINT COMMITTEE 16 DECEMBER 2016

SSJC/005/16/TG ALL COUNCILS

**CONTACT OFFICER: THOMAS GLEN, DEPUTE CHIEF EXECUTIVE,
PLACE, NEIGHBOURHOOD AND CORPORATE
ASSETS, EAST DUNBARTONSHIRE COUNCIL, TEL:
0141 578 8525**

SUBJECT TITLE: LEAD OFFICER REPORT

1.0 PURPOSE

1.1 The purpose of this report is to advise the Shared Services Joint Committee of the work of the lead officers group in reviewing and developing opportunities for the sharing of services across Inverclyde, West Dunbartonshire and East Dunbartonshire Councils.

2.0 SUMMARY

2.1 Following the decision of the three partner authorities to establish a Joint Committee, a Chief Executives Group, led by Joyce White from West Dunbartonshire Council has been established with a supporting Lead Officer Group.

2.2 The Lead Officer Group is remitted to review and develop any potential business cases for Shared Service opportunities, with the initial focus on data collection and review in relation to Roads and Transportation Services, and lead on TU/staff engagement. The Chief Executive's Group provides overall leadership to progress the shared services agenda, strategic direction and undertakes a governance/challenge role in relation to the work of the Lead Officer Group (see diagram within the main body of the report).

2.3 Work is on-going to review existing structures, operating practices, resourcing, revenue and capital spend and income across Roads and Transportation Services to assess where there is scope for the development of areas for potential joint working and/or the sharing of services.

2.4 An initial strategic business case will be brought to a future Joint Committee setting out any areas for the sharing of Services and joint working within Roads and Transportation Services across the three council areas. Thereafter and where approved, officers will undertake further work to review available data on other potential sharing opportunities in relation to Fleet Management, Streetscene, Greenspace and Waste Management as approved by Inverclyde and East Dunbartonshire Council.

3.0 RECOMMENDATIONS

3.1 It is recommended that the Joint Committee:

- a) Notes the contents of this report and work to date in developing opportunities for the sharing of Roads and Transportation Services across the three Councils; and

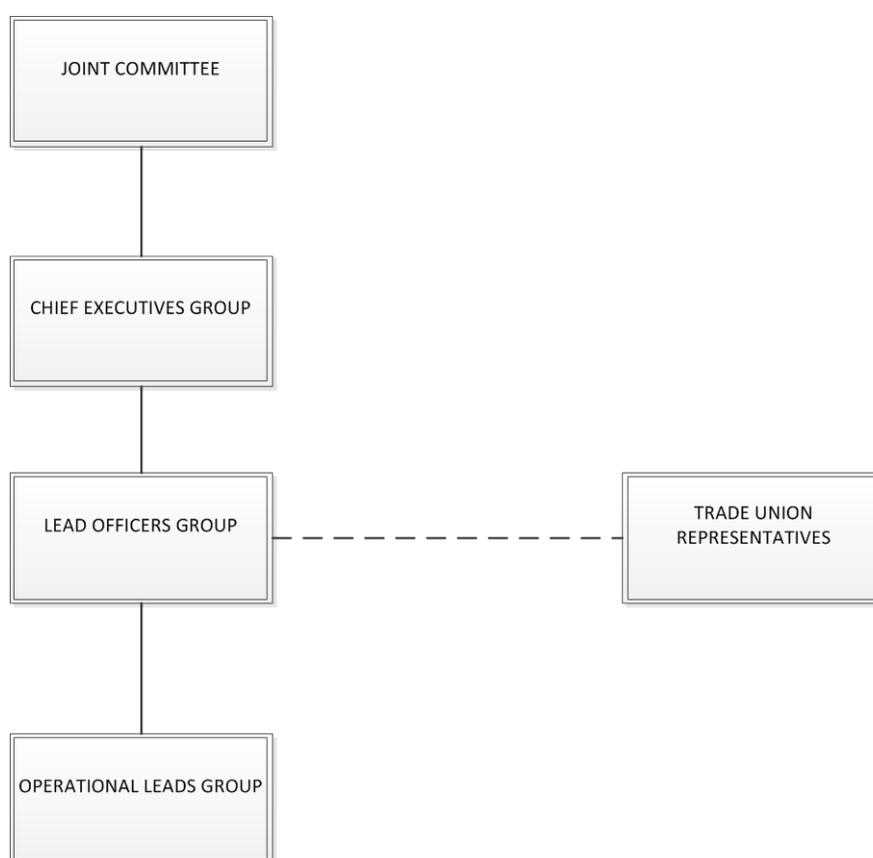
- b) Notes that further reports will be provided to the Joint Committee as officers develop the outline business cases for any areas of shared services.

THOMAS GLEN
DEPUTE CHIEF EXECUTIVE, PLACE, NEIGHBOURHOOD AND CORPORATE ASSETS
EAST DUNBARTONSHIRE COUNCIL

4.0 **BACKGROUND**

4.1 Following the decisions of the three Councils in September and October of this year to establish a Shared Services Joint Committee, senior officers from across the three authorities have focused on the area of Roads and Transportation to review the opportunities for the sharing of services and joint working. This is the one area that was agreed by all three authorities, with both Inverclyde and East Dunbartonshire having authority to consider other operational areas; Inverclyde officers having approval to consider Fleet Management, Waste Management, Streetscene and Greenspace services and East Dunbartonshire having approval to look at a shared services model for any and all service areas.

4.2 Since September Chief Executives from the 3 Councils have overseen the establishment of a Lead Officers Group, which along with a further grouping of colleagues from operational services have been meeting on an on-going basis to review the existing structures, operating practices, revenue and capital spend across Roads and Transportation services. These structures, including links with colleagues from the Trade Unions are set in the diagram below.



4.3 This process of reviewing the different operating and resourcing models across the three Councils is on-going, with officers meeting on a fortnightly basis to analyse and review the available data and discuss the opportunities and potential models for the development of a shared services approach across various service delivery.

4.4 To date officers have been reviewing resourcing across a range of services areas including but not restricted to the areas below. Consideration of sharing opportunities will look at potential models for service delivery as well as opportunities that may be available through the sharing of resources and expertise as well as the 3 Council's approaches to purchasing and procurement of services and materials.

| Revenue and Capital Budgets – Roads and Transportation |
|---|
| Employee Costs |
| Property |
| Supplies & Services |
| Payment to Contractors and external bodies |
| Roads operations |
| Supplies and materials |
| Transport |
| Administration |
| Winter Maintenance |
| Income |
| Lighting Maintenance |
| Electrical Power (Street Lighting & Signage) |
| Parking |
| Fleet/Transport Management |
| Central Support Costs |
| Other Expenditure |

- 4.5** Given the different operating models and delivery structures across the existing local authority services within each Council, work is on-going to compare and learn from the different models before identifying areas where there is scope for the sharing of practice and services whilst delivering efficiencies and savings to each of the three authorities.
- 4.6** A group of operational leads are currently analysing the available data to allow for a strategic business case to be developed by the Lead Officers Group, with this strategic business case to be presented to Chief Executives and thereafter the Joint Committee in 2017.
- 4.7** As part of the strategic business case a more detailed timeline will be drawn up to set out the key milestones for the sharing of any identified area. This timeline would also set out the processes for further engagement with colleagues from the Trade Unions, a matter which is dealt with in a separate paper on today's Joint Committee agenda, as well as the timeline for wider engagement, communications and any decision making required by each of the three individual Councils before proceeding with the introduction of any changes.
- 5.0 IMPLICATIONS**
- 5.1 General:** Further work on developing the strategic business cases is required over the coming months for any area of Roads and Transportation shared services and will be brought back to a future meeting of the Joint Committee and thereafter individual Councils as required.
- 5.2 All Authorities:** No other implications as a result of this report.
- 5.3 East Dunbartonshire Council:** No other implications as a result of this report.
- 5.4 Inverclyde Council:** No other implications as a result of this report.
- 5.5 West Dunbartonshire Council:** No other implications as a result of this report.

**SHARED SERVICES JOINT
COMMITTEE**

16 DECEMBER 2016

SSJC/006/16/KMD

ALL COUNCILS

CONTACT OFFICER:

**ANGELA WILSON STRATEGIC DIRECTOR WEST
DUNBARTONSHIRE COUNCIL
AM.WILSON@WEST-DUNBARTON.GOV.UK**

SUBJECT TITLE:

**JOINT TRADES UNION CONSULTATION AND
ENGAGEMENT**

1.0 PURPOSE

1.1 The purpose of this report is to advise the Shared Services Joint Committee of the process for consultation and engagement with the Joint Trades Union side.

2.0 SUMMARY

2.1 A group has been established, consisting of Joint Trades Unions and Council Officers leading the Roads Shared Services project from across the three Councils. This provides a mechanism for consultation and engagement with Trades Unions, recognising that any formal negotiation would require to take place locally.

2.2 At each meeting of the Shared Services Joint Committee, Members will be advised of the progress of consultation and engagement with the Trades Unions.

3.0 RECOMMENDATIONS

3.1 It is recommended that the Joint Committee:

- a) Note the process for consultation and engagement with Joint Trades Unions as an integral part of the project.

**ANGELA WILSON
STRATEGIC DIRECTOR
WEST DUNBARTONSHIRE COUNCIL**

4.0 BACKGROUND

4.1 Each of the three Councils has well established arrangements in place in relation for partnership working, communication and engagement with their respective Trades Unions.

4.2 An integral part of the Roads shared services project is the involvement of the Joint Trades Unions. Prior to the approval for the establishment of the Joint Committee for Shared Services, Trades Unions were engaged in discussions as appropriate, at a local level within each of the three councils. Following Council meetings in June, when each of the three Councils agreed to set up the Shared Services Joint Committee, a group was established consisting of the Joint Trades Unions and Council Officers leading the project from each of the three councils.

4.3 This group will provide an effective mechanism for consultation and engagement in addition to any communication, engagement and negotiation at a local level with branch trade union representatives. The trades unions represented are Unison, Unite and GMB. The group have met on two occasions to date, 21 September and 14 December 2016 with further meetings to be scheduled for 2017.

4.4 The Council Officers / Joint Trade Union group will be responsible for:

- Engagement and consultation on options for shared services
- Proactive communication across the workforce
- Reporting to the Joint Committee for Shared Services

5.0 IMPLICATIONS

5.1 General: Failure to have effective consultation and engagement processes with Joint Trades Union would have significant implications for the successful implementation of the project.

5.2 All Authorities: no other implications as a result of this report.

5.3 East Dunbartonshire Council: no other implications as a result of this report.

5.4 Inverclyde Council: no other implications as a result of this report.

5.5 West Dunbartonshire Council: no other implications as a result of this report.