

Public Document Pack

Date of meeting Wednesday, 24th April, 2019
Time 2.00 pm
Venue Astley Room - Castle House
Contact Geoff Durham 01782 742222



**NEWCASTLE
UNDER LYME**
BOROUGH COUNCIL

Castle House
Barracks Road
Newcastle-under-Lyme
Staffordshire
ST5 1BL

Cabinet

AGENDA

PART 1 – OPEN AGENDA

- 1 APOLOGIES**
- 2 MINUTES** **(Pages 3 - 6)**
To consider the minutes of the previous meeting.
- 3 DECLARATIONS OF INTEREST**
To receive declarations of interest from Members on items included in the agenda.
- 4 NEWCASTLE-UNDER-LYME TOWN CENTRE GROWTH** **(Pages 7 - 12)**
- 5 RECOGNITION AGREEMENT** **(Pages 13 - 26)**
- 6 AWARD OF AIR QUALITY LOCAL DEVELOPMENT PLAN - TECHNICAL CONSULTANT CONTRACT** **(Pages 27 - 32)**
- 7 URGENT BUSINESS**
To consider any business which is urgent within the meaning of Section 100B(4) of the Local Government Act 1972.
- 8 DISCLOSURE OF EXEMPT INFORMATION**
To resolve that the public be excluded from the meeting during consideration of the following reports, because it is likely that there will be disclosure of exempt information as defined in the paragraphs of Part 1 of Schedule 12A (as amended) of the Local Government Act 1972.
- 9 ATTENDANCE AT CABINET MEETINGS**

Councillor attendance at Cabinet meetings:

- (1) The Chair or spokesperson of the Council's scrutiny committees and the mover of any motion referred to Cabinet shall be entitled to attend any formal public meeting of Cabinet to speak.
- (2) Other persons including non-executive members of the Council may speak at such meetings with the permission of the Chair of the Cabinet.

Public attendance at Cabinet meetings:

- (1) If a member of the public wishes to ask a question(s) at a meeting of Cabinet, they should serve two clear days' notice in writing of any such question(s) to the appropriate committee officer.
- (2) The Council Leader as Chair of Cabinet is given the discretion to waive the above deadline and assess the permissibility if the question(s). The Chair's decision will be final.
- (3) The maximum limit is three public questions at any one Cabinet meeting.
- (4) A maximum limit of three minutes is provided for each person to ask an initial question or make an initial statement to the Cabinet.
- (5) Any questions deemed to be repetitious or vexatious will be disallowed at the discretion of the Chair.

Members: Councillors S Tagg (Chair), M. Holland, T. Johnson, P. Northcott, S. Sweeney and J Waring

Members of the Council: If you identify any personal training/development requirements from any of the items included in this agenda or through issues raised during the meeting, please bring them to the attention of the Democratic Services Officer at the close of the meeting.

Meeting Quorums :- 16+= 5 Members; 10-15=4 Members; 5-9=3 Members; 5 or less = 2 Members.

Officers will be in attendance prior to the meeting for informal discussions on agenda items.

NOTE: THERE ARE NO FIRE DRILLS PLANNED FOR THIS EVENING SO IF THE FIRE ALARM DOES SOUND, PLEASE LEAVE THE BUILDING IMMEDIATELY THROUGH THE FIRE EXIT DOORS.

ON EXITING THE BUILDING, PLEASE ASSEMBLE AT THE FRONT OF THE BUILDING BY THE STATUE OF QUEEN VICTORIA. DO NOT RE-ENTER THE BUILDING UNTIL ADVISED TO DO SO.

CABINET

Wednesday, 20th March, 2019
Time of Commencement: 2.00 pm

Present:- Councillor Simon Tagg – Chair

Councillors M. Holland, T. Johnson, P. Northcott, S. Sweeney and J Waring

Officers Geoff Durham - Mayor's Secretary / Member Support Officer,
Chief Executive - Martin Hamilton,
Sarah Wilkes - Finance Manager,
Phil Jones - Head of Communications and
Della Mobberley - Information Officer

1. WELCOME

The Leader welcomed everyone present, including Miss Emily Martin from Keele University who was doing an internship with the Council.

2. APOLOGIES

There were no apologies.

3. MINUTES

Resolved: That the Minutes of the meeting held on 6 February, 2019 be agreed as a correct record.

4. DECLARATIONS OF INTEREST

There were no declarations of interest stated.

5. LYME LOTTERY REVIEW

A report was submitted to Cabinet informing Members of the findings of the Lyme Lottery Review carried out in January and the actions recommended.

The Leader, Councillor Simon Tagg introduced the report, advising that the Lottery had been brought in to replace the Community Chest. However, there had been a significant reduction in the money available to community groups. The leader stated that the Council needed to continue it, support it – but improve it.

The Portfolio Holder for Finance and Efficiency, Councillor Stephen Sweeney endorsed what the Leader had said, agreeing that it needed a boost.

The Portfolio Holder for Community Safety and Wellbeing, Mrs Jill Waring had received complaints that tickets were only available online and not in the shops. Councillor Waring felt that this needed looking into.

The Portfolio Holder for Planning and Growth, Councillor Paul Northcott stated that the scheme did show a good take up but that it needed to capture more people. Councillor Northcott suggested that the reasons why people were not taking it up needed investigating.

- Resolved:**
- (i) That the findings of the Lyme Lottery Review be noted.
 - (ii) That the operation of the Lyme Lottery is continued and is supported using existing Council resources including the Communications Team, and external partners in the voluntary, community & social enterprise (VCSE) sector.
 - (iii) That the Review is shared with Health, Wellbeing & Partnerships Scrutiny to consider further development opportunities.

6. VOLUNTARY, COMMUNITY AND SOCIAL ENTERPRISE (VCSE) PLEDGE

A report was submitted to Cabinet seeking approval for the Borough to sign up to the Staffordshire Voluntary, Community and Social Enterprise (VCSE) Pledge for Local Authorities.

The Leader introduced the report, advising that all local authorities were looking to sign up to this. Members' attention was drawn to page 19 of the agenda which set out the details of the Pledge.

Councillor Northcott endorsed this, stating that partnership working was crucial and could achieve so much.

- Resolved:**
- (i) That the Borough Council adopt & sign up to the Pledge.
 - (ii) That the Borough Council seeks to promote & implement the Pledge.

7. AIR QUALITY MINISTERIAL DIRECTION - STRATEGIC OUTLINE CASE

A report was submitted to Cabinet seeking support to update and advise on the development of a Strategic Outline Case which details a shortlist of measures to be considered as part of the Air Quality document.

The Portfolio Holder for Environment and Recycling, Councillor Trevor Johnson introduced the report advising members that the Council was working on the Plan with Stoke on Trent City Council.

Members' attention was brought to Paragraph 3 of the report which gave a shortlist of measures to take forward.

The Leader stated that the chargeable access restriction (bullet point 5) had been opposed by the Cabinet previously. It would be a levy on our town centre. The Leader agreed that the first two measures were a good way forward stating that the Etruria Valley link road did put a lot of pressure onto other roads and suggested that the highway network possibly needed changing. Following the last meeting of the Cabinet, the Leader had written to Newcastle MP, Paul Farrelly seeking his support and meetings had been held with him at Castle House.

The Portfolio Holder for Leisure, Culture and Heritage, Councillor Mark Holland agreed with the Leader's comments and commenced the Portfolio Holder for the work that had been undertaken.

Councillor Sweeney felt that the measures would not remedy the problems but move them from one area to another.

Resolved: That the content of the Strategic Outline Case be noted and the proposed shortlist of measures be approved to be further evaluated as part of the Air Quality Local Plan Development works required by DEFRA.

8. CASH COLLECTION AND CASH DELIVERIES CONTRACT

A report was submitted to Cabinet outlining the proposal to tender the cash collection and cash delivery services through one contract.

Councillor Sweeney introduced the report stating that the current contract was ending and therefore a re-tendering process was taking place. Members' attention was drawn to paragraph 3.2 of the report which outlined details for the new contract.

The Leader endorsed this stating that the way that people were paying for goods/services was constantly changing as cash was being used less and less through the use of various mobile 'apps'.

Resolved:

- (i) That the tendering of a contract for the cash collections and cash deliveries service be approved.
- (ii) That the Interim Director of Resources and Support Services be authorised, in consultation with the Portfolio Holder for Finance and Efficiency to assess the outcome of the tender evaluation and approve the award of a contract to the successful bidder.

9. FINANCIAL AND PERFORMANCE MANAGEMENT REPORT TO END OF QUARTER THREE (OCTOBER-DECEMBER) 2018-19

A report was submitted to Cabinet providing the Financial and Performance review Report for Quarter three 2018/19.

Councillor Sweeney introduced the first part of the report, drawing Members' attention to page 39 which outlined the current financial position.

The Leader introduced the performance part of the report, commencing at page 41 of the agenda. Referring members to ref 1.9, he stated that Human Resources were now addressing some of the sickness issues.

Councillor Northcott addressed ref 2.3 stating that there had been changes to how the National Charging Structure which had caused an influx of planning applications prior to the changes taking effect.

The Leader addressed ref 4.1 to 4.3 stating that town centres everywhere were struggling but plans were in place to tackle the issues. The Council would be working with the Business Improvement District (BID) on this.

Councillor Sweeney made reference to the Market which was now back under the control of the Council. A survey had been carried out but there was still work to do to bring them back up to the popularity that they used to be. There was still a place for Markets within the retail trade.

- Resolved: (i) That the contents of the report be noted and the recommendation that the Council continues to monitor performance alongside the latest financial information for the same period, be agreed.
- (ii) That the future development of the Financial & Performance report to reflect the vision and priorities of the Council Plan 2018-2022, be supported.

10. IRRECOVERABLE ITEMS

Prior to the consideration of this report, Members were asked if they wished to make reference to specific items contained within the confidential appendix attached to this report. Members agreed that the confidential appendix would be discussed in closed session..

A report was submitted to Cabinet providing details of items deemed irrecoverable from debtors and seeking approval to write off the balances as shown in the appendix.

Resolved: That the items detailed within the confidential appendix be considered irrecoverable for the reasons stated and be written off.

11. URGENT BUSINESS

There was no Urgent Business.

12. DISCLOSURE OF EXEMPT INFORMATION

Resolved:- That the public be excluded from the meeting during consideration if the following matter because it is likely that there will be disclosure of exempt information as defined in paragraphs 1, 2, and 3 in Part 1 of Schedule 12A of the Local Government Act, 1972.

13. IRRECOVERABLE ITEMS CONFIDENTIAL APPENDIX

The contents of the confidential appendix referred to in item 9 of the agenda were considered in detail.

Resolved: That the information be received.

COUNCILLOR SIMON TAGG
Chair

Meeting concluded at 2.42 pm

NEWCASTLE-UNDER-LYME BOROUGH COUNCIL

**EXECUTIVE MANAGEMENT TEAM'S REPORT TO THE
CABINET**

Date 24 April 2019

1. **REPORT TITLE** Newcastle-under-Lyme Town Centre Growth

Submitted by: Chief Executive – Martin Hamilton

Portfolio: All

Ward(s) affected: All

Purpose of the Report

To secure Cabinet agreement to an extensive programme for regeneration and economic growth of Newcastle-under-Lyme Town Centre.

Recommendations

Cabinet is Recommended to:

- (a) Approve the strategic approach set out in this report
- (b) Approve the programme of action set out in this report
- (c) Establish the leadership and delivery mechanisms described in section 5 of this report, and invite partner agencies to play an active role.

Reasons

Town centres across the Country are experiencing a period of intense challenge and change, reflecting the changing face of retail. Newcastle is also experiencing these challenges, and targeted action is required to arrest the recent decline and shape a strong and successful future.

1. **Background**

1.1 The Council has adopted as part of the Council Plan the priority “A Town Centre For All”, setting out the ambition for the town centre to have “the right retail, public service, leisure, cultural, business and residential facilities that work for local residents and attract visitors and businesses to the town centre.” This priority is further reiterated in the Growth Deal negotiated between the Borough Council and Staffordshire County Council. Behind these commitments lies a recognition that the town centre economy has suffered in recent years, with high street vacancy rates of 17% being among the highest in the region. The town’s historic market is equally in decline, with around 50% of stalls vacant even on its busiest days.

1.2 The Council has already taken some action to address the situation, for example introducing reduced car parking charges in the afternoons, and facilitating events such as Gandy’s Circus to drive footfall in the town. The development of the Guildhall as a community hub, through with a wide range of services are made available to the public, has also been undertaken to encourage town centre footfall. In addition, the Council

continues to work with developers and property owners towards securing improved economic conditions.

1.3 Notwithstanding this, the Council has identified that a significant programme of activity is required, with action across a range of fronts, in order to breathe life into the concept of a Town Centre For All. This report presents for Cabinet Consideration the overall strategic approach, and also sets out the governance arrangements required to ensure delivery.

2. **Issues**

2.1 Co-ordinated action will be required across a range of areas in order to deliver on the aspiration to make the town more able to meet future needs and trends. Two linked programmes of work are envisaged:

- **Healthy High St** – addressing the trading conditions, determining a suite of actions which can be taken to support economic vibrancy;
- **Diversification** – reflecting the need to bring forward residential and non-retail employment uses into currently under-utilised or redundant assets, bringing more people into the town centre to live and work.

3. **Healthy High Street**

3.1 In order to support the existing town centre economy, and encourage new businesses to the town centre, it is proposed to co-ordinate action on a range of fronts which will generate footfall, grow confidence, and help support local traders. Through detailed engagement with key stakeholders, this “Healthy High Street” programme will evolve and develop over time, addressing issues of concern, and taking advantage of opportunities as they arise. To kick start the programme, action is proposed on:

- **Re-invigorating the market:** The Council has commissioned a Health Check of the current Market by The National Association of British Market Authorities (NABMA), which has generated a number of recommendations designed secure the future of the town’s historic market. An action plan will be prepared in consultation with Market Traders and the BID, which will include a fundamental shift in the current market management approach – moving away from an “estates based” approach, which treats the market as a series of pieces of real-estate to rent, to an “event based” approach, which recognises the market as a single entity which needs to be curated developed as a whole.
- **Car parking** – Cabinet has already made some strides in using its parking assets to make visiting the town centre more attractive. It is proposed to now undertake some detailed research of parking patterns in the town centre, looking at frequency of visit, dwell time, purpose, and customer satisfaction, using the intelligence gathered to bring forward a Parking Strategy by Summer 2019. Officers will also review the

opportunities to be derived from joining the ParkMark scheme, which independently assesses car parks against criteria such as – quality management, lighting, surveillance and cleanliness.

- **Footfall generators** – With the increase in internet shopping, town centres can no longer rely on their retail offer alone to drive footfall. A distinction has grown between “shopping” and “buying”, with customers increasingly using town centre space to view products, to socialise, and to experience entertainment, with the “buying” activity happening on-line, at another time. The retail offer itself is no longer sufficient to drive footfall in a town centre – rather there also needs to be cafes, restaurants, and space for informal socialising. Newcastle is well placed in this regard, with wide streets, attractive architecture, and a growing independent sector offering real variety. It is proposed to strengthen this further by working with key stakeholders to curate an ongoing programme of events and on street activity to ensure the town centre is a consistently interesting and exciting place to spend time – in essence, ensuring that it becomes a “destination”.
- **CCTV & Public realm** – Work is ongoing to improve the town centre CCTV, modernising the assets and enhancing coverage. This will be a key step to ensuring the town centre is a safe place to spend time, and a safe place to trade. Linked to this, we will co-ordinate efforts to ensure we continue to have an attractive day & night time environment, addressing issues such as begging, anti-social behaviour, levels of cleanliness, maintenance of subways, street furniture, trees and floral displays, all of which help to attract people into the town centre.
- **Business Support for On-Line Trading** – Officers will explore with businesses and subject experts how to develop and exploit internet and social media capability, to put local businesses in a strong position to address changing trading environment; This could entail both establishing a trusted trader scheme, possibly supported by a loyalty app designed to encourage people to spend more while they are in the town centre and come back more often.
- **Promotion/profile raising** – Through the Council’s Communication Team, and the communication efforts of other stakeholders, we will secure a step change in the promotion of Newcastle-under-Lyme as a destination.

4. **Diversification**

- 4.1 In addition to attracting people back into the town through improvements in the offer, it is proposed that the Council lead on diversifying land use in the town centre, encouraging residential and employment uses. This will ensure that the town centre has a growing residential and working population, underpinning the vibrancy of the town centre.

- 4.2 Of prime importance is the future of the Ryecroft site, and the Council continues to work with HDD, and their parent company U&I, to bring forward a scheme for the site. Officers have submitted an Expression of Interest for the Future High Streets Fund with a view to securing support to address some of the abnormal costs associated with this site.
- 4.3. Alongside Ryecroft the Council and its partners need to prepare a clear plan for buildings such as Lancaster Buildings, St George's Chamber, and other sites which are currently underutilised.

5. **Governance & Delivery**

5.1 In order to make progress it is essential that appropriate governance and delivery mechanisms are put in place. It is proposed to establish:

- Town Centre Leadership Group – tasked with providing the political leadership, setting the overall strategic direction, and monitoring progress, this group would comprise representatives of Newcastle-under-Lyme Borough Council, Staffordshire County Council, BID, Keele University and the Police. This group is anticipated to meet quarterly and feed into Cabinet.
- Town Centre Taskforce - An officer body, tasked with delivering on the two work streams. For the Healthy High Street Programme, it will be desirable to include on the Steering Group other stakeholders, such as Police, BID, University, and possibly others, alongside officers from the Borough and County Council. These would not be appropriate for the Diversification Programme, which will be dealing with confidential commercial developments, where the team would comprise only officers of the two Councils.
- Stakeholder Forum – recognising the importance of the town centre across a diverse range of stakeholders, from residents, businesses, night time economy, transportation, etc, it is proposed to establish a Stakeholder Forum to facilitate a wider debate between agencies leading on the regeneration and other stakeholders in the town centre. This forum would include invites to businesses, residents, elected members for the Town ward, and other elected members with an interest in the town centre, the community sector and young people studying in the town. This body would provide important insights for the Leadership Group.

6. **Options Considered**

6.1 Consideration has been given to less formal governance structures for the delivery of the programme, but given the scale, diversity, and urgency, of the programme to be delivered, a formal structure is required.

7. **Proposal**

- 7.1 It is proposed to establish the multi-agency governance structures set out above, to drive a programme of town centre rejuvenation and change, starting with the key work-streams identified above. Existing officer resources will be allocated to these work streams, with consideration of additional programme resource, and specialist input being given at a future date. Partner agencies will be invited to play an active role in the governance of this work.

8. **Reasons for Preferred Solution**

- 8.1 Experience of delivering large scale programmes of change, of whatever nature, points to the need to establish appropriate governance arrangements to ensure success. The two work streams identified afford the Council the ability to focus on both long term and shorter term interventions to arrest and reverse the decline of the town centre.

9. **Outcomes Linked to Sustainable Community Strategy and Corporate Priorities**

- 9.1 This report relates directly to the corporate objective – A Town Centre For All.

10. **Legal and Statutory Implications**

- 10.1 There are none directly arising from this report.

11. **Equality Impact Assessment**

- 11.1 There are no equalities issues directly arising from this report. Undoubtedly, issues will emerge through the detailed work programmes to be developed, and these will be identified and managed through the proposed governance arrangements.

12. **Financial and Resource Implications**

- 12.1 Initially, this programme will utilise existing Council resources from a range of service areas, although if necessary, approval may be sought to augment these in the future if deemed appropriate. Individual work strands (eg Market, CCTV) will involve specific resource requirements to be identified, with approval for resourcing to be sought as plans are developed and brought forward for approval. The Council has established, as part of its 2019-20 budget a Growth Fund which may be used to fund some elements of the programme, subject to appropriate approval. In addition, funding will be sought from other sources, such as the Future High Streets Fund, to which a bid has been submitted.

13. **Major Risks**

It has been recognised that the town centre is at a tipping point, and the key risk to the town would be the Council taking no action at this time to address the challenges faced. Risk assessments will be required to be developed within the two work streams and reported to the Leadership Group.

14. **Sustainability and Climate Change Implications**

14.1 None directly arising from this report.

15. **Key Decision Information**

15.1 This is a key decision, likely to involve significant expenditure over time.

16. **Earlier Cabinet/Committee Resolutions**

N/A

17. **List of Appendices**

None

19. **Background Papers**

The Council Plan

CI. NOTE ALL PARAGRAPHS SHOULD BE NUMBERED WITH SUB-PARAGRAPHS BEING NUMBERED 2.1, 2.2 ETC.

NEWCASTLE-UNDER-LYME BOROUGH COUNCIL

EXECUTIVE MANAGEMENT TEAM'S REPORT TO THE CABINET

Date: 24th April 2019

1. **REPORT TITLE** Recognition Agreement

Submitted by: Alyson Podmore

Portfolio: Corporate and Service Improvement, People and Partnerships

Ward(s) affected:

Purpose of the Report

The purpose of this report is to inform the Cabinet that a Recognition Agreement has been written which has been consulted on with the recognised Trade Unions.

This Recognition Agreement will supersede the Facilities' Time Agreement.

Recommendations

It is recommended that Cabinet approve the revised Recognition Agreement.

Reasons

A Recognition Agreement outlines the recognised Trade Unions at Newcastle Borough Council as well as providing a framework for consultation, negotiation and collective bargaining on employment related matters.

1. **Background**

1.1 A Facilities Time Agreement was implemented and approved in January 2012. This agreement focused mainly on Trade Union facilities time, duties and training.

1.2 Prior to 2012, no formal recognition agreement existed as this relationship between management and Trade Unions were based on trust.

1.3 From April 2016 to August 2017, the previous Head of HR consulted with Trade Unions on implementing a Recognition Agreement for the Council. An impasse occurred and agreement was not reached; mainly around the make-up of the Joint Negotiation and Consultative Committee (JNCC).

1.4 In September 2017, the previous Head of HR sent an e-mail to the Trade Unions informing them that she had removed the JNCC section in the proposed Recognition Agreement with the agreement of then then Leader & Deputy Leader this was approved by Cabinet.

1.5 The new agreement disbanded the Employees Consultative Committee (ECC) and Staffing Committee.

2. **Issues**

- 2.1 The Trade Unions had not been consulted regarding the new Recognition Agreement in September 2017.
- 2.2 The Trade Unions did not accept that a Recognition Agreement was in existence.
- 2.3 The Trade Unions refused to engage in any further consultation with HR and management.
- 2.4 The relationship between the employer and the Trade Unions had broken down.

3. **Moving Forward**

- 3.1 In December 2018, the interim Head of HR, in consultation with the Executive Management Team, Heads of Service and Trade Unions mutually agreed a draft Recognition Agreement
- 3.2 In January 2019, the interim Head of HR took the draft Recognition Agreement to JNCC to seek approval by all parties. Approval was agreed in principle by the Trade Unions but was subject to the Trade Unions reviewing the Constitution to ensure that there was no adverse / detrimental effect.
- 3.3 The interim Head of HR met with the Trade Unions in February 2019, whereby they requested that any new Trade Union Representative could attend the JNCC meeting in a non-speaking role in order to aid their training and development.
- 3.4 The Leader of the Council Confirmed in writing that the Trade Union request was granted as per item 3.3.
- 3.5 All parties have signed the Recognition Agreement in March 2019 but of course it is subject to Cabinet's endorsement.

4. **Proposal**

- 4.1 For Cabinet to approve the proposed and signed Recognition Agreement (Appendix A) for Newcastle Borough Council.

5 **Legal and Statutory Implications**

- 5.1 None

6 **Equality Impact Assessment**

- 6.1 N/A

7 **Financial and Resource Implications**

- 7.1 N/A

8. **Major Risks**

- 8.1 N/A

9 **Management Sign-Off**

- 9.1 JNCC, in conjunction with EMT approval, has agreed to the proposed Recognition Agreement.

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RECOGNITION AGREEMENT

March 2019

NEWCASTLE-UNDER-LYME BOROUGH COUNCIL

TRADE UNION RECOGNITION AGREEMENT

1. INTRODUCTION

- 1.1 The Recognition Agreement seeks to build on the already established and successful working relationship between Newcastle Borough Council and the recognised Trade Unions for collective bargaining.
- 1.2 The Council is committed to partnership working with the Trade Unions and recognises the value that these conversations add to the business.
- 1.3 As an employer, the Council supports the system of a bargaining unit known as 'collective bargaining'. It believes in the principle of solving employee relations issues by discussion and agreement. The spirit of the agreement encourages working together to achieve their shared aim of enabling the Council to operate effectively for the needs of the communities it serves and reaching its maximum potential.
- 1.4 The aim is to help the Council and Trade Unions to work together to resolve matters that may arise in the relationship between management and Unions. The aim is to build the necessary procedures and arrangements to ensure an orderly relationship to identify and work towards a common objective and to underpin a structure which includes a Joint Negotiating and Consultative Committee.

The Council is committed to promoting and maintaining good industrial relations by:

- Maintaining and improving its Human Resources Policies and Procedures
 - Ensuring a fair and consistent application of collective and consultative procedures for handling grievances, disputes, and disciplinary matters.
 - Conforming to the requirements of employment legislation and related codes of practice.
 - Enabling employees through recognised Trade Union representatives to have roles in the joint determination of decisions that will affect their working lives.
- 1.5 In recognition of this Agreement, both parties declare their commitment to maintain good industrial relations.

2. SCOPE AND GENERAL PRINCIPLES

- 2.1 In drawing up this Agreement, the Council and the Trade Unions recognise that the Council exists to fulfil its aims and objectives in business efficiency and employee engagement.
- 2.2 The purpose of this Agreement is to determine Trade Union recognition and representation within the Council and establish a framework for consultation, negotiation and collective bargaining.
- 2.3 To facilitate successful working relationships between Newcastle Borough Council and the Trade Unions all parties commit to adopting the following principles:

- 2.3.1 to ensure that employment practices in the Council are conducted to the highest possible standards;
 - 2.3.2 maintaining confidentiality and agreements regarding non-disclosure of information;
 - 2.3.3 to ensure that there are clear expectations for the parties involved in a negotiation or dispute process; namely to resolve disputes informally;
 - 2.3.4 to ensure that disputes are handled at a local level of mediation in the first instance;
 - 2.3.5 to promote a joint vision and promote close cooperation and understanding between the Council and the Trade Unions for the future success of the Council;
 - 2.3.6 building trust and mutual respect for each other's roles and responsibilities;
 - 2.3.7 value current relationships but recognise the benefits of strengthening these so that they are mutually meaningful for each party and importantly the Union members, be open and honest and transparent in communications; and
 - 2.3.8 a shared commitment of adopting a joint approach to good employment practices, working together at all times with a view to reaching agreement.
- 2.4 The Trade Unions recognise the Council's responsibility to plan, organise and manage the work of the Council in order to achieve the best possible results in pursuing its overall aims and objectives.
- 2.5 The Council recognises the Trade Unions responsibility to represent the interests of its members and to work with the Council to identify business efficiencies for improved savings.
- 2.6 The Council and the Trade Unions recognise their common interest and joint purpose in furthering the aims and objectives of the Council and in achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintain good industrial relations.
- 2.7 The Council and the Trade Unions accept the need for joint consultation, negotiation and collective bargaining in securing their objectives. They acknowledge the value of up to date information on important changes which affect employees of the Council.
- 2.8 The Trade Unions and management accept that differences are best resolved in the shortest time as near as possible to the point of origin. Managers will routinely consult with both union and non-union members, in their own work areas on matters as set out in clause 4.4 below.
- 2.9 Both parties recognise that consultation is an essential part of the change process. The Council commits to providing reasonable consultation on matters as set out in clause 4.4. below. The Council will give consideration to any points raised during the consultation process and where it is not possible to modify the proposed change as requested a response and underpinning rationale will be given.

- 2.10 The Trade Unions agree to encourage their members to discuss any issues or concerns with their line manager in the first instance to seek resolution. If the issue or concern is not resolved to the Trade Union member's satisfaction then this can be escalated to their Trade Union representative in order to seek support in this matter.

3. UNION REPRESENTATION

- 3.1 The Council recognises the Trade Unions with which it will consult and negotiate with in all matters as set out in Clause 4 of this agreement.
- 3.2 The Council recognises the Trade Unions as the body representing employees for the purposes of informing and consulting the workforce. Informing and consulting employees will take place through Union representatives.
- 3.3 The Council accepts that the Trade Union members will elect representatives in accordance with their Trade Union rules to act as their spokespersons in representing their interests.
- 3.4 The Trade Unions agrees to inform the Council of the names of all elected representatives in writing to the Head of Human Resources within five working days of their election and to inform the Council in writing of any subsequent changes, each time within five working days of the change having taken place.
- 3.5 The Council reserves the right to withdraw recognition to any representatives in the event that; the representative resigns from the Trade Union appointment for which recognition had been granted; the Trade Unions notify the Council in writing that the person has ceased to be a representatives of the Union; the person ceases to be an employee of the Council.

4. JOINT NEGOTIATING AND CONSULTATION COMMITTEE (JNCC)

- 4.1 The Trade Union membership shall be of those Trade Unions which the Council recognise for collective bargaining purposes, currently being GMB, GMB (APEX) and UNISON.
- 4.2 The JNCC shall be governed by a written constitution, which forms part of the Council's Constitution.
- 4.3 The functions of the JNCC shall include:-

4.3.1 Information

The Council undertakes to supply the Trade Union with the necessary information for it to carry out effective consultation and negotiation. This shall include the Council's employment policies and procedures and proposed amendments and additions.

The Council will additionally supply information on recent and probable developments of the Council and its economic situation.

4.3.2 Consultation

To have proper consultation with Trade Unions and employees to enable feedback and discussion before decisions are taken concerning matters directly affecting the interests of the employees as set out under clause 4.4 below.

The Council will additionally consult on the current situation, structure and probable development of employment in the undertaking, especially any threat to employment, and on changes in work organisation or contractual relations, including redundancies and transfers.

Whilst consultation will always be conducted with the aim of achieving agreement, for avoidance of doubt, consultation does not require both parties to agree.

4.3.3 Negotiation

To negotiate and seek to reach agreement on all issues pertaining to the matters set out under Clause 4.4 below.

Whilst negotiation will always be conducted with the aim of achieving agreement, for avoidance of doubt, negotiation does not require both parties to agree.

4.4 The following policy matters shall be the subject of consultation and negotiation:-

- a) terms and conditions of employment and physical conditions of work;
- b) engagement or non-engagement or termination or suspension of employment or the duties of employment, of one or more workers;
- c) allocation of work or the duties of employment as between workers or groups of workers;
- d) matters of discipline;
- e) a worker's membership or non-membership of a trade union;
- f) facilities for union representatives
- g) machinery for negotiation or consultation and other procedures (including grievance procedures) including recognition of the right of a trade union to represent workers in such negotiation or consultation.

5. RESOLVE COLLECTIVE DISPUTES

- 5.1 In order to resolve collective disputes arising from a failure to agree in the negotiating forum, there shall be a timetable of meetings, involving representatives of the Employment Committee, to seek to resolve any dispute. Both the Council and the Trade Union will be entitled to have advisors at any dispute meeting, subject to the agreement of both sides.
- 5.2 Where a matter cannot be agreed by both parties this will be referred to the regional Trade Union representatives and/or external reconciliation.
- 5.3 Where the matter remains unresolved and is within the remit of the Council's policy, the Executive Director (Resources and Support Services) in consultation with the Chief Executive and the Leader if appropriate will make the final decision, as specified in Appendix 4 (Scheme of Delegation) of the Council's Constitution.

6. **COLLECTIVE BARGAINING PROCEDURE**

- 6.1 The Council agrees to meet all of its responsibilities in discharging agreed requirements arising from the National Joint Council for Employees covered by the Green Book, and any current local agreements.
- 6.2 Matters are subject to National agreement, such as the key national provisions outlined in Part 2 of the Green Book. (Part 2 - Key National Provisions i.e. pay and grading / maternity scheme etc.), where there are no recognised local agreements.
- 6.3 A process of collective consultation will be appropriate where changes are planned to working arrangements which are proper for discussion at Council level. This will include matters covered by Part 2 and Part 3 of the Green Book which are not specified in detail or where the matters are covered in Part 4 of the Green Book. (Part 3 – Other National Provisions i.e. car allowances, child care and dependants).
- 6.4 The Council commits to full consultation with affected Trade Unions should there be an intention to move away from some or all of these national frameworks or local agreements.

7. **PAID TIME OFF**

Trade Union Duties

- 7.1 Representatives engaged on employee relations business on behalf of their members will be permitted to take reasonable time off during working hours without loss of pay for the purposes of:
- a) consultation and negotiation relating to terms and conditions of employment;
 - b) consultation and negotiation relating to the termination of employment of one or more employees;
 - c) meetings of the Joint Trade Unions prior to the JNCC;
 - d) meetings of the JNCC and Health and Safety committees;
 - e) accompanying their members at interviews and meetings concerning their employment, including redundancy consultation, attendance, capability, grievance and disciplinary matters;
 - f) preparation for and attendance at meetings with the employer e.g. JNCC sub groups;
 - g) meeting with full time Union officers;
 - h) meetings of representatives.
- 7.2 The amount of time required by Trade Union representatives to undertake their duties and activities will vary according to the position and role of each representative and current issues they are dealing with.
- 7.3 Other duties shall be agreed with the employer as appropriate.

Trade Union Representatives

- 7.4 A reasonable amount of time will be given to Trade Union representatives to undertake their duties and activities which will vary according to the position and role of each representative and current issues they are dealing with.
- 7.5 Representatives should give at least 3 working days' notice or have a pre-agreed arrangement with their line manager when requesting time off for Trade Union duties and meetings to ensure the service is not adversely affected.
- 7.6 Requests can be verbal but must specify the date, time, intended location and reason with an assessment of the likely duration.
- 7.7 Meetings should be arranged wherever possible to have least impact on the provision of the services.
- 7.8 Managers do have the right to refuse time off for a Trade Union representative where the needs of the business is critical and impacts on service delivery. Managers must not unreasonably refuse a legitimate request for time off from a representative.
- 7.9 The Council will ensure that management at all levels are familiar with agreements and arrangements relating to this agreement.
- 7.10 Time off will not be granted for any activities that consist of direct industrial action or indirect industrial action. These actions are protected by law under the Trade Union Labour Relations (Consolidation) Act 1992).
- 7.11 A representative who is required to undertake Trade Union duties in a service or on a site other than the one in which they are normally employed should inform their manager(s) before these duties commence. Time off is to be agreed in advance by management (see 7.5) and approval will be subject to the needs of the service / Council.
- 7.12 Representatives must maintain monthly records of the dates, duration, location and reasons for / description of their Union activities and submit them to the Head of Human Resources on a monthly basis.

Trade Union Members

- 7.13 An employee who is a member of an independent Trade Union recognised by the Council is to be permitted reasonable time off during working hours to take part in a legitimate Trade Union activity. Employees must seek approval from their line manager providing at least 4 weeks' notice. Approval will be subject to the needs of the service / Council.
- 7.14 There is no right for Trade Union members to take time off for Trade Union activities which themselves consist of industrial action.
- 7.15 There is no requirement for Trade Union members to be paid for time off taken on Trade Union activities related to industrial action.

Definition of 'Pay' and 'Time off In Lieu'

- 7.16 The principle which will be applied to all representatives is that they should suffer no loss of pay as a consequence of carrying out their approved Trade Union duties. Neither should they gain any extra pay in the course of their Trade Union duties.
- 7.17 The exception to this practice (7.16) will be when representatives are requested by management to attend a meeting, or to perform a Trade Union duty, outside of their normal working hours. In such circumstances the representative will be paid in accordance with their terms and conditions of service.

Training

- 7.18 Trade Union representatives will be allowed reasonable time off with pay to take part in training activities approved by the appropriate employee organisation in connection with their employee relations duties.
- 7.19 Information relating to the course syllabus will be supplied to the Head of Human Resources in the first instance, who will take a corporate view, before liaising with the relevant Head of Service.
- 7.20 Trade Union representatives should request release for training to their appropriate Head of Service. The Trade Union will have regard to the needs of the service and should give at least 4 weeks' notice of requests for time off.
- 7.21 All Trade Union representatives should attend both an Induction Course and a Basic Representatives course following their appointment as a Trade Union representative.

Trade Union Conferences

- 7.22 Time off with pay will be granted to Trade Union representatives in order to attend their Union's regional and national events to which the employee has been appointed by the region to attend as the Branch representative.

8. FACILITIES FOR TRADE UNION DUTIES

- 8.1 The Council will make available the following facilities for Trade Union representatives to enable them to undertake their approved employee relations business:
- a) access to space for the purposes of meeting with Trade Union members;
 - b) use of a lockable filing cabinet or other secure means of storing documents;
 - c) access to a telephone to make and receive calls with voice mail facility;
 - d) access to a meeting room for representative meetings and / or larger groups of members;
 - e) access to equipment for the purpose of copying and printing documents;
 - f) noticeboards throughout the work sites, for use of Union representatives (these must not be used for the purpose of proposing or conducting industrial action);
 - g) use of the internal mail system;
 - h) access to IT facilities (e.g. for sending / receiving documents);
 - i) use of a page on eVoice to include links to national / regional Trade Union websites. The content of this must be approved of posting by the Head of Communications, with any content being considered to be contentious or

malicious being referred to the Chief Executive / EMT members for a decision on whether posting is permitted;

- j) information relating to the workforce establishment levels, grades and conditions of service of the employees in the group for who the Trade Union representative is responsible for;
- k) information relating to the workforce and finances of the Council for use in collective bargaining within reasonable deadlines.

9. SUBSCRIPTIONS

- 9.1 The Council will provide the facility to deduct Trade Unions' members' subscriptions at source.

10. STRATEGIC INVOLVEMENT

10.1 The objectives of this process are to:

- a) build on the existing commitment to the success of the Council;
- b) enable the Council, its Trade Unions and its employees to meet changing requirements speedily and effectively;
- c) raise employee engagement;
- d) improve the Council's performance by drawing on the skills and knowledge of all employees;
- e) provide an opportunity for employees to contribute to the development of the Council;
- f) to provide an authorisation process with agreed time off for Trade Union representatives and members to carry out Union activities;
- g) to provide the Trade Union representatives with facilities to enable them to carry out their duties.

11. VARIATIONS

- 11.1 This Agreement may be amended at any time with the consent of both parties.

12. REVIEW PERIOD

- 12.1 The Trade Union Recognition Agreement will be reviewed in 12 months after the date of agreement.

13. TERMINATION

- 13.1 The Agreement shall not terminate except by mutual consent.

SIGNED: _____ (For NULBC) DATE: 14 / 03 / 19

NAME: 

TITLE: _____

SIGNED: _____ (For GMB) DATE: 14/03/19
NAME: _____
TITLE: _____

SIGNED: _____ (For GMB (APEX)) DATE: 14 / 03 / 19
NAME: _____
TITLE: _____

SIGNED: _____ (For Unison) DATE: 14 / 03 / 19
NAME: _____
TITLE: _____

NEWCASTLE-UNDER-LYME BOROUGH COUNCIL

EXECUTIVE MANAGEMENT TEAM'S REPORT TO THE CABINET

Date: 24th April 2019

<u>REPORT TITLE</u>	Award of Air Quality Local Development Plan - Technical Consultant Contract
<u>Submitted by:</u>	Head of Environmental Health – Nesta Barker
<u>Portfolio:</u>	Environment & Recycling
<u>Ward(s) affected:</u>	All

Purpose of the Report

To approve the procurement approach taken and award of a contract for the Air Quality Local Development Plan Technical Consultant work

Recommendations

That the Chief Executive is authorised to enter into a contract by direct award (and inform the Cabinet member for Environment and Recycling), to a known and previously used supplier for the delivery of technical consultancy work required to meet Ministerial Directive relating to Air Quality deadline of 31st October 2019.

Reasons

To carry out a transport, air quality and economic assessment of a range of measures in order to identify a preferred option for achieving compliance with the legal limits in the shortest possible time as mandated by JAQU (Joint Air Quality Unit - DEFRA / Department of Transport) as a key part of the production and delivery of the Outline Business Case and Full Business Case to JAQU by 31st October 2019.

1.0 Background

- 1.1 The Borough of Newcastle-under-Lyme and City of Stoke-on-Trent, like many areas across the UK, continues to experience areas of poor air quality. The relevant Councils were highlighted by DEFRA as two of a number of Local Authorities where the UK's national air quality assessment has identified road links that are currently exceeding the annual mean nitrogen dioxide (NO₂) limit value, with exceedances predicted to continue in 2019 and beyond.
- 1.2 In October 2018, Ministers Coffey and Norman for the Department for Environment, Food and Rural Affairs (DEFRA) and Department for Transport (DfT) respectively, served the ministerial direction on the Council; this was served under the provisions of The Environment Act 1995 (Feasibility study for nitrogen dioxide compliance) (No 2). This work is being co-ordinated by the Joint Air Quality Unit (JAQU).
- 1.3 The Ministerial directions formally mandate several local authorities (including Newcastle-under-Lyme Borough Council) to undertake further work with the main objective being to explore options for reducing levels of nitrogen dioxide in the air.

1.4 The direction requires:

Newcastle-under-Lyme Borough Council and Stoke-on-Trent City Council to jointly further investigate EU exceedances of nitrogen dioxide (NO₂) on roads within the Borough and identify measures that could bring forward compliance with NO₂ limits as soon as possible or review the implementation of a chargeable clean air zone.

At its meeting on 6th February 2019, Cabinet received a report setting out a range of actions required to respond to the Ministerial Directions. Cabinet resolved to note the Ministerial Directions, the actions and statutory deadlines associated with them, and the arrangements proposed to involve Members in the development and assessment of potential options and the production of a preferred policy.

Members were all in agreement that a charging Clean Air Zone would not solve the problem but would move it elsewhere. It would also have a detrimental impact on small local businesses. Members expressed a preference for a highway led solution.

Cabinet further resolved that the Leader of the Council write to Mr Paul Farrelly MP asking for his involvement and support in taking up the case with Central Government and to actively lobby against any 'charging Clean Air Zone' on the A53 (Basford Bank area).

1.5 Members received a further report on 20th March 2019, which outlined the content of the Strategic Outline Case which included undertaking a qualitative assessment of a longlist of measures. This resulted in a shortlist of preferred options to take forward to the next stages of the business case process. Cabinet resolved to note the content of the Strategic Outline Case and approve the proposed shortlist of measures to be further evaluated as part of the Air Quality Local Plan Development works required by DEFRA.

1.6 The shortlist will include the following packages of options:

- 1.6.1 Etruria Valley Road and A500 Improvements, plus Council boundary scale Low Emission Strategy
- 1.6.2 A city centre / A53 traffic management scheme, plus Council boundary scale Low Emission Strategy
- 1.6.3 A city centre / A53 Workplace Parking Levy, plus Council boundary scale Low Emission Strategy
- 1.6.4 A Council boundary scale Workplace Parking Levy, plus Council boundary scale Low Emissions Strategy
- 1.6.5 A city centre / A53 chargeable access restriction (Class A / B /C or D)

2.0 **Issues**

2.1 The timely award of a contract for the work required to carry out the transportation, air quality and economic assessment to support the selection of a preferred option to meet compliance with the legal (NO₂) limits.

2.2 This assessment needs to identify whether the proposed options will achieve compliance with the limit values and whether this is likely to be achieved by 2021 as a primary objective.

2.3 Given the mandated short timescales associated with delivery of this work and the existing contract with a suitable specialist provider on this project, the Council have not advertised this opportunity nationally via contracts finder (even though the contract value exceeds

£25,000 the limit at which Public Contract Regulations (PCR) 2015 requires appropriate advertising).

- 2.4 A specification of requirements linked to the delivery of this contract has been developed by Head of Environmental Health (Senior Responsible Officer for Air Quality Project) with approval from the Councils' Procurement, Stoke-on-Trent City Council and JAQU.

3.0 **Proposal**

- 3.1 That the Cabinet member for Environment and Recycling, in consultation with the Chief Executive, is authorised to enter into a contract with the preferred supplier for the Air Quality Local Development Plan Technical Consultant work by direct award.

4.0 **Reasons for Preferred Solution**

- 4.1 This is essential work which is required to comply with Ministerial Direction served on Newcastle-under-Lyme Borough Council and Stoke-on-Trent City Council regarding serving their responsibility for Air Quality improvements by 31st October 2019.

5.0 **Outcomes Linked to Sustainable Community Strategy and Corporate Priorities**

- 5.1 This work links to the following corporate priorities:

- 5.2 • Local Services that Work for Local People – There is a need to ensure that the transport systems are maintained and work for local people.
- 5.3 • Healthy, Active and Safe Borough – Air quality impacts are significant, they account for reduced life expectancy and adverse impacts on health and the economy, therefore improving air quality for our residents will not only help save lives but will also improve life expectancy.
- 5.4 • A Town Centre for All – The town centres are within designated air quality management areas, this work will assist in delivering wider improvements in air quality across the town centre.

6.0 **Legal and Statutory Implications**

- 6.1 To ensure that air quality is improved for the Borough's residents supporting their health and wellbeing. Under Part IV of the Environment Act 1995, Local Authorities have a legal duty to review and assess air quality in their areas and to report against objectives for specified pollutants of concern, to the Department for Environment, Food and Rural Affairs (DEFRA). Air Quality Objectives are defined in European Directives that are incorporated within UK Air Quality Strategies and Regulations.
- 6.2 The ministerial direction served on the Council under the provision of The Environment Act 1995 (Feasibility study for nitrogen dioxide compliance) (No 2) is legally binding. Failure to comply with the Direction may result in Judicial Review proceedings being brought against the Council. Any such proceedings may result in adverse costs awards being made against the Council.
- 6.3 The procurement approach that has been adopted involves the use of a compliant framework and as such offers some mitigation and reduces the risk to the Council of a challenge being made concerning the appointment of the successful provider.

6.4 Officers have identified the Project Management & Full Design Team Services Framework RM 3741 (Lot 5) <https://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3741> which is operated by Crown Commercial Services (CCS) as the most appropriate OJEU compliant procurement framework.

6.5 Under this OJEU compliant framework, relevant services can be procured via either a mini competition amongst the relevant framework suppliers listed or via a direct award to one of these suppliers (so long as the council can evidence the reason for such an approach). Following discussions with CCS this contract will be awarded by way of a direct award.

6.6 The appointment of the preferred provider will be subject to them meeting the council's insurance requirements, demonstrating adequate risk management and health and safety arrangements and having the relevant skill sets in place to meet the needs of the specification issued.

7.0 **Equality Impact Assessment**

7.1 The development of the Air Quality Local Development Plan includes a requirement to produce an assessment of the strategic case, economic case, commercial case, financial case and management case; therefore all aspects will be reviewed as part of the proposed work.

8.0 **Financial and Resource Implications**

8.1 The cost of this contract is quoted to be £566,583 subject to final clarification with the contractor.

8.2 It should be noted that the costs incurred in the delivery of this contract will continue to be recorded and reported to JAQU to be fully reimbursed.

8.3 DEFRA has confirmed a commitment to cover the costs of the further study via grant. So far a grant commitment of £500,000 has been provided for the completion of the Air Quality Local Development Plan.

9.0 **Major Risks**

9.1 Failure to appoint technical specialists within this time frame will disable the Councils' ability to meet the Ministerial Directive and may result in further legal action being taken against Newcastle-under-Lyme Borough Council.

10.0 **Key Decision Information**

10.1 The contract value of over £50,000 makes this a key decision item.

11.0 **Earlier Cabinet/Committee Resolution**

11.1 Cabinet Report Air Quality - Second Ministerial Direction 4th October 2018

Cabinet Report Air Quality 6th February 2019

Cabinet Report Air Quality Ministerial Direction – Strategic Outline Case 20th March 2019

12.0 **List of Appendices**

12.1 None

13.0 **Background Papers**

13.1 None.

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