

G4S CARE AND JUSTICE SERVICES



RULES AND PROCEDURES

12TH OCTOBER 2021

CONSTITUTION

1. Name and Location

The association shall be known as G4S Care and Justice Services Staff Association (hereinafter referred to as “the Association”). The Headquarters of the Association shall be at Suite 10 CP House, Otterspool way, Watford WD25 8HR, or at such other place as the General Committee may from time to time decide.

For the purpose of reading this document “he” shall be deemed to be “he” or “she” or Any “Preferred “Pronoun Of Choice”.

2. Objects of the Association

The objects of the Association will be:

- (a) To be officially recognised as an independent and autonomous body representing the staff in negotiations and consultations with G4S Care And Rehabilitation Services (G4S-CaRS) on all matters relating to their employment and in any other matters likely to affect their interests.

(b) To promote and protect the interests of its members as individuals and in common to regulate relations between members jointly and severally and G4S-CaRS.

(c) To obtain, if thought to be in the interests of its members, affiliation to and/or amalgamation with other organisations and to seek and accept, if considered desirable, representation as appropriate in such organisations.

(d) To encourage or promote any scheme for the benefit of the members and their dependants.

3. Membership

Those eligible for membership are all employees of G4S-CaRS.

Each new employee who wishes to apply for membership will complete and send to the General Secretary an application in a form prescribed by the Executive Committee. Initial Training Courses will be informed of membership to the Association and a collective certificate obtained. On request staff admitted to Membership will receive a copy of these Rules and a Certificate of Membership.

All retired employees of G4S-CaRS who are in receipt of pension from G4S-CaRS Staff Pension Scheme on the commencing date (other than Directors of G4S-CaRS) shall become members without application and all members who retire on pension shall remain members.

Retired employees who are Members will not be entitled to vote in any ballot held in terms of Rules 5(ii), 6(i), 13(i), 13(iv), 14 and 15 .

Membership shall automatically be terminated on ceasing to be employed by G4S-CaRS other than by retirement on pension.

A member may terminate his Membership at any time giving no less than one month's notice in writing on the appropriate form to the General Secretary except that a member may not terminate his membership following confirmation of a resolution in terms of Rule 15.

The General Committee may terminate the membership of any member whose conduct may in opinion be injurious to the objects of the Association but before such power is exercised on any occasion, not less than 14 days notice in writing shall be given to the member concerned and an opportunity shall be afforded to him of showing cause before the committee's representative why he should not be so dealt with.

4. Register of Membership

A register of Membership shall be maintained. This will consist of members names and addresses and will be kept by the General Secretary. Such register and books of the Association shall be available for inspection by members at an agreed time and after at least 10 days' notice has been given.

Such data shall be kept secure in accordance with data protection legislation.

5. Administration

(i) Executive Committee

The Executive Committee which shall administer the day to day affairs of the association shall consist of the Chairman, Vice Chairman, Branch Executive and General Secretary.

The Executive Committee shall appoint a treasurer who need not be an elected member. If not an elected member, he will become a member ex-officio on appointment.

The Treasurer together with the members of the Executive Committee shall be the Officers of the Association.

(ii) General Committees

The wider affairs of the Association shall be managed by General Committees consisting of representatives from the Groups appointed under the terms of these Rules.

Groups are defined in Appendix A.

The number of representatives will depend on the size of the Group being represented but will not normally be less than 1 per 75 members represented. Where this results in the number of representatives exceeding 8 then a consensus amongst representatives will reduce representation at the General Committee to that number. Members of the Executive Committee, if not Group Representatives, will become ex-officio members of the General Committees.

The General Committee shall have the power to co-opt such other members of the Association as it may from time to time determine.

The General Committee is not empowered to enter into a transfer of engagements or other agreement for affiliation to or amalgamation with any other organisations nor to finalise the details of such a transfer or agreement without prior consultation with the members of the Association.

The consultation shall be carried out by circulating a draft of the proposed agreement or a summary of its terms to the members and then holding a meeting of the members at each branch and one or more meetings of the members at the companies Head Office at which the proposed agreement shall be discussed. No vote need be taken at these meetings but the General Committee shall not enter into the agreement unless either a majority of those voting in a ballot of all the members, held after the meetings, are in favour, or the agreement provides that it will not come into effect unless there is such a majority in a ballot of all the members held after the agreement has been executed.

(iii) Negotiating Committee

The General Committees shall appoint Negotiating Committees as required from the membership of the Association. The General Secretary shall ex-officio be a member of the Negotiating Committees. Where possible, the composition of the Negotiating Committees will reflect that of the Membership of the Association.

The Negotiating Committee will remain in office only for the duration of the negotiations for which it is specifically appointed.

(iv) Sub-Committees

The General Committee may appoint Sub-Committees of Association Members to study relevant matters and to make recommendations for consideration or may delegate any of its' powers to such Sub-Committees. Any Sub-Committee shall in the exercise of its powers conform to any conditions that may be imposed on it by the General Committee.

Sub-Committees shall remain in office until such time as the General Committee may determine.

(v) Branch and Group Meetings

Groups will be as shown in Appendix A. Any Question as to the Group or Branch to which a member belongs will be decided by the Executive or General Committee(s).

Each Branch will hold a meeting of members at least once a year to discuss the affairs of the Association as affecting the branch and to consider the Chairman's Report and the accounts of the Association.

At such Branch Meetings delegates proportional to the size of the work force (staff levels) will be elected to attend the General Committee Meeting.

The names of the delegates appointed will be forwarded to the General Secretary within three days after the Branch Meeting on a form prescribed for that purpose. Each Group (other than Group 1) will hold a meeting of Branch delegates at least once a year to consider and discuss the matters raised at Branch Meetings and any other matters affecting their interests.

(vi) Branch Correspondents

Members at each Branch will appoint one of their number to act as the Association's correspondent to whom communications to Members at that Branch may be sent. The name of the correspondent shall be notified to the General Secretary.

Note - Ex-officio or co-opted members of any committee shall be non-voting members of that committee.

6. Elections

(i) Election of Executive Committee

Under the terms of the “TULCRA” Trade Union and Labour Relations (Consolidation) Act 1992, members of the Executive Committee shall be directly elected in a postal ballot of all Members of the Association. Any member of the Association may stand for election subject to their satisfying the following. Each candidate must be nominated by two members and such nomination must be submitted in writing to the General Secretary at least twenty-one days before the date set for the return of the ballot papers. Each candidate will be given an opportunity to prepare an election address. This address will be in the candidates own words and will be issued with the ballot papers. Ballot papers will be issued fourteen days before the last date for their return and ballots will be conducted under independent scrutiny in accordance with S.49 of “TULCRA”..

Elections will normally be held in October/November.

(ii) Election to the General Committee(s)

All elected representatives will be appointed to appropriate General Committee where the number of Group Representatives total a maximum of 8. Where elected representatives exceed 8, consensus amongst representatives will reduce the number to the maximum.

(a) Head Office Representatives

Head Office shall be represented by one elected representative at General Committee level.

Voting shall be by ballot amongst the Members of Head Office staff and each Member shall have one vote. Each candidate shall be nominated by two members of the Group. Each nomination shall be submitted in writing to the General Secretary at least 21 days before the last date for the return of ballot papers.

Elections will normally be held biannually in April/May or September/ October.

b) Branch and Unit Staff Representatives

Each Branch/Unit (other than Group 1) will normally be represented by five representatives, elected by the staff. Members at each Branch/Unit may vote for the candidate of their choice nominated by members of their Branch/Unit, their votes being aggregated with votes for the same candidate from their Branch/Unit. Each candidate shall be nominated by two members of the Branch/Unit. Each nomination shall be submitted in writing to the General Secretary at least 21 days before the last date for the return of ballot papers.

Each Branch/Unit will elect a Staff Association Officer/Senior Staff Representative from within their own contract representatives (3 Years).

Elections for staff representatives will normally be held biannually in September/October.

7. Retirement of Officers and Group Representatives

(i) The normal term of office for the General Secretary (Staff Association Officer) and the Treasurer shall be five years, and for other Officers and Branch Representatives shall be three and two years. All Officers and representatives who retire at the expiry of their term of office shall be eligible for re-election.

Approximately one-half of the representatives in each group, where the group has more than one representative, will retire by rotation each year.

(ii) An officer or representative shall be deemed to have retired from that office forthwith if he:

- (a) Ceases to be a Member of the Association
- (b) Tenders his resignation from the Executive and/or respective General Committee in writing to the Executive Committee, or
- (c) Is transferred to a different company / Business Unit within G4S/Allied Group except that in this case his retirement may be deferred until the next election by resolution of the General Committee.

(iii) Any Officer or member of a General Committee may be removed from office by resolutions of a special General Meeting in accordance with Rule 13 (ii).

(iv) A General Committee shall have the power to fill a casual vacancy occurring but the successor shall be selected from the Branch at which the vacancy occurred and shall serve the unexpired portion of the term of the vacating representative.

8. Proceedings, Powers and Duties of the Executive Committee and the General Committees.

(i) The General Committee shall meet at least twice a year on dates to be fixed so that the interval between consecutive meetings does not exceed seven months. In addition the General Secretary shall summon a special meeting of a General Committee at any time at the request of the Chairman or the Executive Committee or upon receipt of a written request signed by five representatives stating the motion or motions to be put to the meeting. A special meeting shall be held no less than 14 or no more than 28 days after being requested.

In the event of the failure of the General Secretary to summon a special meeting as requested the Chairman or the representatives themselves shall have power to summon such meeting in terms of the preceding paragraph.

(ii) The quorum necessary for the transaction of business at any meeting of any committee shall be the smallest number exceeding one-half of the membership of the committee.

If a quorum is not present at a meeting of the General Committee the meeting shall be adjourned to a date not less than 14 or not more than 28 days later when the members present shall be a quorum.

(iii) The General committee shall have power to remove from office by resolution at any time a co-opted member.

An ex-officio member will continue in his post until the expiry of his term of office unless a motion is proposed to remove him from office, or a resignation is tendered.

(iv) All written or printed communication issued in the name of the Association shall be signed by an Officer of the Association.

(v) Questions arising at any meeting of a committee shall be decided by a majority of votes. Each member of the committee shall have one vote. Any member of a committee unable to attend a meeting of that committee shall be entitled to give a written proxy either to another representative of his group or to the chairman of the meeting, and such proxy may be either of a general nature or relating to one or more specific items on the agenda. In the case of equality of votes the chairman of the meeting shall have the casting vote.

(vi) The agenda for a General Committee Meeting shall be circulated to all representatives at least 14 days before a General Committee Meeting and all motions or other matters to be considered at such a meeting shall be intimated to the General Secretary, in writing, at least 7 days before the meeting if he so requires.

(vii) Any member of the Association wishing to put a suggestion before the General Committee should contact one of his representatives who may ascertain the views of the other members of his group before putting the matter forward to the Secretary for inclusion on the agenda for the next General Committee Meeting. Alternatively a Member may put the suggestion in writing to the General Secretary.

(viii) The General Committee may delegate any of its' powers to sub-committees consisting of such members as it thinks fit; any sub-committee so formed shall in the exercise of power so delegated conform to any conditions that may be imposed on it by the General Committee.

(ix) The General Committee shall have the power to appoint one or more Members to act as or with representatives of the General Committee in representing the Association at meetings or conferences held by or with other organisations.

(x) The General Committee shall decide any questions as to the interpretation of these rules and may deal with any matters within the Association's objects not specifically provided for in the rules.

9. Subscriptions

(a) The amount of the monthly subscription shall be such amount as the Executive Committee may from time to time determine. This will be based on an equal division

of costs of the Association. Subscriptions are currently borne by the Company i.e. there is no charge to the individual staff member.

(b) Monthly subscriptions shall become due on the last day of each month in which the application was made. In the case of new members the first subscription will be due at the end of the month in which the person became a member.

(c) A Member may terminate his membership by giving at least one month's written notice on the form prescribed for that purpose and on the expiry of such notice his Membership shall cease.

This form must be submitted to the General Secretary.

10. Finance

(a) The funds of the Association shall consist of all the funds, property, assets and effects of whatsoever nature which are in the ownership of the Association.

(b) The funds of the Association shall be invested in such investments as shall from time to time be authorised by the General Committee.

(c) All administration expenses of the Association and necessary and reasonable travelling, hotel and other expenses of Members of Committees or Sub-Committees set up under the authority of these rules will be met in accordance with the Staff Association Control of Expenses Policy. The Staff Association will establish and maintain a satisfactory system of control of its accounting records.

(d) The Treasurer shall prepare for audit an annual statement of income and expenditure, balance sheet and an annual report. These will be available for inspection in accordance with sections 29 to 30 of TU&LR (Con) Act 1992.

11. Auditors

Each year two auditors shall be appointed by the Executive Committee to audit the books and accounts of the Association for that year, at least one of whom must be qualified in terms of the TU&LR (Con) Act 1992 sections 33 to 37.

12. Failure to Agree

In the event of failure to reach agreement with G4S-CaRS on any matter under negotiation a General Committee may agree to submit the matter to arbitration or may determine what further action, if any, should in their opinion be taken, but further action shall not be taken unless two-thirds of the votes cast in a ballot of all Members, are in favour.

13. General Meetings

(i) Annual General Meetings

The Annual General Meeting (AGM) shall be held at the Association's Headquarters in February each year to consider the Chairman's report and the accounts and to discuss matters of mutual interest. At least 21 days notice shall be given to the Members. Provided members agree the AGM can be held in other locations having given 12 months notice.

The AGM will be chaired by the Chairman. In the absence of the Chairman the Executive Committee will elect an alternative Chairman.

Any Member desiring to bring a resolution before the Annual General Meeting shall give notice of the resolution to the General Secretary at least 14 days before the date of the meeting and the General Secretary shall send a copy of any such resolution to all Members before the meeting. Each resolution must be signed by a minimum of five members.

Resolutions may however be moved at the meeting without prior notice having been given provided they are accepted by the Chairman who shall have an absolute discretion whether or not to accept them and whose decision shall be final and binding.

Resolutions duly passed by the meeting shall be implemented by the Executive Committee as soon as possible provided however that the Executive Committee shall not be bound to implement any resolution of which notice was not given to members before the meeting unless it has been confirmed by a majority of the votes cast in a ballot of all Members.

(ii) Extraordinary General Meetings

An Extraordinary General Meeting (EGM) shall be summoned by the General Secretary at the request of a General Committee or Executive Committee or upon requisition signed by not less than 10 Members specifying the resolution or resolutions to be put forward at such a meeting. At least 21 days notice shall be given to the Members.

EGMs will be chaired by the Staff Association Chairman. In the absence of the Chairman the Executive Committee will elect an alternative Chairman.

In the event of the failure of the General Secretary to summon an EGM, the Chairman or the Members themselves shall have power to summon such meeting.

(iii) Quorum

The quorum necessary for the transaction of business at any General Meeting shall be 10 Members.

If a quorum is not present at a General Meeting the meeting shall be adjourned to a date not less than 14 nor more than 28 days later when the Members present shall form a quorum.

(iv) Voting at General Meetings

At any General Meeting a resolution put to the vote of the meeting shall be decided by a show of hands, unless at least ten members present request a ballot of those present at the meeting. In the case of equality of votes the Chairman of the meeting shall have a casting vote. The result shall be declared by the Chairman and shall be binding unless a ballot of all members of the Association be thereupon demanded by (a) at least three representatives, or (b) at least 20 Members. Members who are not present at a General Meeting may grant a proxy vote on any resolution, of which notice has been given to the Chairman or the General Secretary.

14. Alterations

No alteration shall be made in the constitution nor any part or section thereof unless such alteration has been approved by two-thirds of those Members voting in a ballot of all Members of the Association or where there is a statutory requirement to do so.

15. Winding-up (Dissolution) of the Association

The Association may be dissolved at any time by a resolution of the Executive Committee but the dissolution shall not take effect until confirmed by at least two-thirds of those members voting in a ballot of all Members. In the event of the Association being dissolved the Executive Committee shall remain in office until all the affairs of the Association shall have been wound up.

APPENDIX A

Group 1 shall consist of Staff at

HEAD OFFICE

Group 2 shall consist of Staff attached to or based at

HMP & YOI PARC
BRIDGEND

Group 3 shall consist of Staff attached to or based at

OAKHILL STC

PROCEDURE AGREEMENT

1. The Parties

This agreement is between G4S-Care and Rehabilitation Services (herein referred to as G4S-CaRS) and G4S Care and Justice Services Staff Services Association (herein referred to as “the Association”)

2. Recognition

G4S-CaRS recognises the Association as being entitled to represent the interest of its Members and negotiate on their behalf.

3. Membership of the Association

Employees of G4S-CaRS (other than those ineligible for Membership) will be free to join or not to join the Association; but G4S-CaRS recognises that it is desirable for eligible employees to be Members of the Association and will accordingly inform all new employees on their entering G4S-CaRS employment.

4. Provision Of Facilities

G4S-CaRS will provide all reasonable facilities, including reasonable paid leave of absence

(a) to enable the Association to hold meetings of its members
and

(b) to enable employees acting as officers and representatives of the Association to carry out their duties to the Association

5. Collection of Association Subscriptions

G4S-CaRS will undertake the transmission to the Association of the fixed monthly subscriptions levied by the Association on G4S-CaRS in respect of Members, provided that the Association is wholly responsible for obtaining and delivering to G4S_CaRS appropriate authorisation forms. G4S-CaRS will not undertake the collection of any arrears or the refund of any subscriptions.

6. G4S-CaRS Responsibilities

Subject to the rights of Association Members' under this Agreement the Association recognises the right and responsibility of G4S-CaRS.

(a) to plan, organise and manage its overall operations in order to fulfil efficiently its objects under G4S-CaRS constitution.

(b) To reward individuals (within the framework of an agreed salary structure) according to its estimates of their ability and merit, and to determine their duties and responsibilities and the departments or offices in which they are to work.

7. Joint Committees

G4S-CaRS and the Association agree to set up joint committees for regular consultation and negotiation on all matters (as defined in Appendices 1 and 2 respectively) affecting the interests of Members of the Association. Responsibility for calling meetings, preparation of agenda and recording proceedings will be shared jointly by the General Secretary of the Association and a representative appointed by G4S-CaRS. These two will also agree on the appointment of a Chairman for each meeting; in absence of such an agreement the Chairman shall be the senior G4S-CaRS representative present.

(a) Joint Consultative Committee

The aim of the Joint Consultative Committee shall be (1) by consultation and exchange of views to contribute to maximum efficiency on a continuing basis and enable Association Members to contribute to management decisions; and (2) to keep the Association informed about G4S-CaRS activities and policies. It is not intended to be a decision-making body but rather a forum for discussion with the object of either ensuring that relevant management decisions are arrived at in the fullest knowledge of the views of the Association Members, or establishing a basis for subsequent negotiation. Meetings will be held whenever required by either G4S-CaRS or the Association and in any event at intervals not exceeding 4 months. There will be no rigid rules governing the numbers attending meetings on behalf of either party, but the general intention is that the persons should have equal representation and that (except in special circumstances) the total number at any meeting should be in the region of twelve.

(b) Joint Negotiating Committee

The aim of the Joint Negotiating Committee shall be able to reach agreements mutually acceptable to G4S-CaRS and to the Association. It will meet whenever required by either party and in any event at intervals not exceeding 12 months. G4S-CaRS and the Association may each nominate four persons to attend these meetings, and additional persons on either side may be co-opted by mutual agreement.

8. Individual Requests and Grievances

Both G4S-CaRS and the association wish to encourage employees to resolve individual difficulties (or difficulties affecting a small group of employees only) as near as possible to the point of origin; that is to say by direct contact with the immediate superior, with further recourse as necessary through the usual channels to the appropriate level of management. If, however, all such attempts to find a satisfactory solution fail, the Association through a representative or representatives may take the matter up, orally or by correspondence, with the appropriate representative or representatives of G4S-CaRS in order to resolve the difficulty. At this stage individual employees involved shall have the right to be present at oral discussions.

Company grievance procedures will be adhered to at all times, subject to review by G4S-CaRS or the Association in accordance with guidelines issued by ACAS.

9. Resolution of Disputes

Both G4S-CaRS and the Association agree to make every reasonable effort to remove all issues amicably and speedily.

If, however, no settlement is reached after full discussion, a special meeting of the joint negotiating committee will be convened to discuss whether the issue should be submitted to arbitration, and if so to fix the terms of reference, agree on arbitrator, and agree on the respective proportions of the cost of such arbitration to be born by the two parties.

10. Status of the Agreement

This is a freely negotiated voluntary agreement which G4S-CaRS and the Association pledge themselves to honour but which is not legally enforceable.

11. Amendments to the Agreement

Mutually agreed amendments to the terms of this agreement may be made at any time and shall be recorded in addenda signed on behalf of both parties. The Association undertakes to notify G4S-CaRS immediately of any alteration made in its Constitution, and recognises that a change in that Constitution may justify G4S-CaRS in seeking an amendment on this agreement.

12. Duration Of The Agreement

This agreement is effective from the 1st November 1999 and shall continue in force until terminated by not less than three calendar months notice in writing by either party to the other.

Signed on behalf of G4S-CaRS

Managing Director

Signed on behalf of the Association

Chairman/General Secretary

Date

APPENDIX 1

SUBJECTS FOR CONSULTATION

1. Furtherance of efficiency and productivity.
2. Personnel policies and procedures.
3. General conditions of employment.
4. Education and training.
5. Staff rules.
6. Working conditions (Health and Safety)
7. Legal Representation
8. Any other matters affecting operating efficiency and the interests of Association Members, together with matters which it is important that Association representatives should understand in depth.

APPENDIX 2

SUBJECTS FOR NEGOTIATION

1. Salary structure and scales.
2. Annualised hours of work.
3. Schemes associated with efficiency and productivity. (Performance Related Pay)
4. Pensions and other benefit schemes.
5. Sickness payments
6. Holiday entitlement.
7. Redundancy and redundancy terms.
8. Any other matter relating to the employment of Members of the Association which is agreed by both parties to be a negotiable term or condition of service.

APPENDIX 3

COMPANY COVERED BY THIS AGREEMENT

G4S - CaRS

APPENDIX 4

EMPLOYEES COVERED BY THIS AGREEMENT

All employees are covered by this Agreement with the exception of Directors and Senior Managers.