

Employee Relations Framework

Human Resources

Issued by HR Policy Team

Effective 2 September 2019

# EMPLOYEE RELATIONS FRAMEWORK

**1 Introduction**

**Principles**

1.1 The Council seeks to develop a positive partnership with the trade unions;

based on trust and transparency; aimed at helping the Council to better serve all the people of Hounslow by building participation by employees and their trade unions in the process of service transformation.

1.2 To this end the council will work in partnership with the recognised trade unions to improve employee relations by jointly analysing problems and seeking to overcome them.

1.3 The Council operates a system of collective bargaining with recognised

 trade unions. Collective bargaining is a process of negotiating agreements on pay and other terms and conditions of employment. Resulting collective agreements cover all Council staff.

1.4 In addition, the Council seeks to consult with its employees and their

 trade union representatives on all matters affecting their employment.

1.5 The Council also recognises the right of individual trade unions to

represent union members in a range of employee relations procedures

including disciplinary and grievance procedures.

1.6 Union representatives have a statutory right to reasonable paid time off from employment to carry out trade union duties and to undertake trade union training. Union representatives are also entitled to reasonable unpaid time off when taking part in trade union activities such as meetings with union officials and branch, provincial and national meetings and conferences.

1.7 Time off for trade union duties is allowed only in relation to matters concerning LBH employees and not, for example, to any associated employer.

**Who does this Policy apply to?**

 1.8 This policy covers all staff employed by the London Borough of Hounslow and lays out the rights, agreements and processes covering trade union involvement across the Council.

 1.9 The Council aims to work in partnership with the Trade Unions to achieve the best outcomes for staff and residents in Hounslow. Accordingly the Trade Unions collectively form the ‘Staff Side’ which is the body responsible for consultation with and on behalf of all LBH employees.

**Sharing Information**

1.10 The Council aims to make available all the information it has available to support the collective bargaining and consultation processes (subject to data protection legislation and commercial considerations)

1.11 On occasion the Employer’s Side may offer information to the Staff Side on a confidential basis. The Staff Side will indicate whether or not they are prepared to accept that information on that basis. Staff side members are otherwise subject to section 7 of the Employee Code of Conduct on confidentiality and should not use confidential information obtained in their work for the purposes of their union or the Staff Side.

1.12 All members of the Employee Relations Committee must bear in mind the provisions of the relevant code of conduct, particularly with regards to conflicts of interest and personal interest.

1.13 This policy reflects both statutory requirements and the ACAS code of practice.

**Terminology**

1.14 Throughout this policy, the generic term ‘*union representative’* is used to cover trade union ‘officials’ or officers’. Union representative is defined as an employee who has been appointed or elected in accordance with the rules of the independent trade union to be a representative of all or some of the trade union’s members within the Council.

1.15 The term ‘*union full-time officer’* means a trade union official who is employed by an independent trade union which the Council recognises for collective bargaining purposes.

1.16 A *‘union learning representative’* is an employee who is a member of a recognised trade union who has been elected or appointed in accordance with the rules of the union to be a learning representative.

1.17 The term ‘*staff side’* relates to the body elected or appointed by the recognised trade unions to represent the interests of all staff and trade unions.

1.18 *‘Negotiation’*: collective bargaining is the process by which the Council and the recognised trade unions seek to reach agreement through negotiation on issues such as pay and conditions of employment.

1.19 ‘*Consultation’*: is the process by which management and employees jointly examine issues of mutual concern. It involves actively seeking and then taking account of the views of employees before making a decision. It is distinct from negotiation as the responsibility for decision making remains with the management.

**2 Recognition**

* 1. The Council recognises the following Trade Unions:

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| --- | --- |
| Chief Officers | Unison, GMB |
| Local Government Service & Youth & Community | Unison, GMB, Unite |
| Teachers | ASCL, NEU[[1]](#footnote-1), NAHT, NASUWT,  |
| Adult Education | UCU |
| Soulbury | ASPECT |

2.2 The respective Branch Secretary of the relevant trade union is responsible for informing the Council, in writing, of the names and departments of all elected or appointed representatives including safety and learning representatives.

**3 Employee Relations Committee (ERC)**

3.1 The Employee Relations Committee is the corporate committee through which all matters of negotiation, corporate consultation and communication are managed. It will be chaired by the lead Cabinet member with responsibility for employee relations

**Membership**

3.2 Membership of the Committee comprises employer and staff negotiating sides. Membership will continue until a change is notified by the respective secretary which they may do at any time.

3.3 The quorum will be at least two members of each side and both sides may, at their discretion, substitute their notified members. The Staff Side representation must include representatives of at least two constituent unions. The employers’ side representation must include an elected member.

**Meetings**

3.4 The Committee will meet every 2 months on a cycle agreed annually, with more frequent meetings called if deemed necessary by either side.

3.5 A forward plan outlining items of future business will be maintained and reviewed at each meeting. This will be the responsibility of a member of the HR team who will be in attendance for this purpose and to record action points and key matters discussed.

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* 1. The Staff Side Chair will be responsible for confirming matters to be raised by the Staff Side at the committee and for providing relevant papers/background information in advance.

**Agreement and failure to agree**

3.7 Formal decisions of the Employee Relations Committee will require a simple majority of both sides voting separately. A minute of the Committee recording such a decision will signify a collective agreement.

3.8 The Committee will discuss items with a view towards reaching an agreement. In the event that agreement cannot be reached either side may call a further meeting, to be held within 5 working days, specifically to deal with the matter in dispute. The status quo shall exist and no

 pre-emptive decision shall be made by either side before this process is concluded. Alternatively, or in addition, both sides may agree to seek external conciliation in a form to be agreed at the time.

3.9 Matters that cannot be resolved at the Employee Relations Committee will remain unresolved and the two sides of the Committee will decide separately what further action to take.

**Scope**

3.10 Staff employed under the Control of School Governing Bodies and other similar bodies do not fall directly within the scope of the Employee Relations Committee (ERC) and separate arrangements must be agreed directly with those bodies. However, ERC may reach agreements on ‘model’ policies relating to support staff in schools which may or may not be adopted, in whole or in part, by governing bodies.

3.11 Teaching staff employed directly by the council do fall within scope of the ERC. The Staff Side Chair will consult with the relevant trade unions for these staff and may invite a representative(s) of the relevant unions for appropriate items.

3.12 Model Policies for school governing bodies will not be agreed without consultation with the Teachers Consultative Panel. The Staff Side Chair and/or their nominee(s) will be asked to attend for these items.

3.13 Matters relating to individual employees will not fall within the scope of this document unless both sides agree they raise a matter of broad principle affecting employees in general or a significant number of employees doing similar work.

**Delegation**

3.14 The Committee may delegate the Joint Secretaries to take action or prepare proposals for the Committee or the Chair (subject to the Council’s scheme of delegated powers).

**4 Composition of the Staff and Employer sides**

4.1 The ***Staff Side*** will represent the interests of all staff employed by the Council in formal corporate consultation and negotiation. The Staff Side’s representation on the Employee Relations Committee is comprised of 2 named members drawn from each of the 3 trade unions with the largest representation in the Council, namely Unison, GMB and Unite , usually including the Branch Secretary of each. The Staff Side will elect a Chair who will be responsible for co-ordinating business on behalf of the Staff Side.

4.2 The ***Employers Side of the Employee Relations Committee***, may comprise Elected Members, the Chief Executive, the Director of Human Resources & OD (and/or their representatives) and relevant senior managers. They will represent the Council in corporate negotiations. The Employers Side will not exceed 6 in total. The Director of Human Resources & OD, will act as secretary.

4.3 An open invitation is extended to the full-time officers of the three trade unions, at 4.1 above, to attend in an advisory capacity. The Staff Side Chair may, at his/her discretion, invite representatives of unions, not otherwise represented, for specific items involving their members or further representatives of the constituent unions who may have specialist knowledge to contribute to the discussion. The employer’s side secretary may similarly invite management representatives or advisers as appropriate.

**Learning Agreement**

4.4 A Learning Agreement between the Council and Unison, GMB and Unite Unions exists. The terms and arrangements for this agreement are set out in Annex C.

**5 Consultation**

**Principles**

* 1. The Council is committed to meaningful consultation with staff on any proposed changes which directly affect staff and will seek to engage in this consultation at the appropriate level according to the level of impact.
	2. Both the fact that Staff Side consultation has taken place and the outcome of that consultation should be included in the relevant decision reports.

**Directorates**

5.3 Consultative machinery in the form of a Directorate Consultative Committee will be established in each directorate in a form to be agreed between directorate management and the union representatives in each directorate. Union safety representatives and learning representatives should be included in any arrangements. Guidance for these arrangements is set out at Annex A.

5.4 Local trade union representatives will be involved by the relevant Executive Director or Director where matters are confined to staff within the service or directorate. The Organisational Change Policy lays this out in further detail. The existence of such machinery will not preclude the reference of Directorate matters to the ERC by either side.

**Corporate**

5.5 On corporate issues, the Staff Side Chair will be the first point of contact and will be responsible for ensuring effective communication and consultation with all affected staff, irrespective of their trade union membership status.

5.6 Where timescales permit, consultation will be initiated via the ERC. Where timescales require earlier action, outcomes will be reported to the next ERC.

5.7 The ERC will receive regular updates on key corporate issues such as finance and service delivery planning.

**Staff Side Role in Consultation**

5.8 The Staff Side represents and negotiates only on behalf of the members of its constituent unions. However, outside this formal role in negotiations, it will, in partnership with the Council, facilitate consultation with all employees regardless of union membership and make the employers aware of the views it collates from the workforce as a whole.

**6 Facilities**

**Time Off**

6.1 The Council recognises its responsibility under the Trade Union and Labour Relations (Consolidation) Act 1992 and subsequent legislation to grant reasonable time off to undertake trade union duties and training. This policy takes account of the updated ACAS Code of Practice for Time Off for Trade Union Duties and Activities which came into force in January 2010. Accordingly officials of recognised Trade Unions will be allowed to take reasonable paid time off for duties concerned with negotiations related to:

Negotiation/consultation related to collective issues affecting LBH staff

Matters related to terms and conditions of employment for LBH staff or the physical working environment

Changes in employment procedures and policies

Disciplinary matters

Redundancies

Job evaluation

Induction of new staff

Training and organisational development

Supporting trade union members in individual or collective formal processes wherever the employee has a right to be accompanied

Consultation with Council staff on changes to policy and procedure

Attendance at appeals and recruitment processes as set out in the Council’s HR policies

Meetings with management

Meetings with staff as part of local consultation arrangements

Health and safety

Preparation for any of the matters listed above

Communicating with staff in relation to any of the above matters

They will also be allowed reasonable unpaid time off for trade union activities.

The Council does not allocate or limit time spent on genuine trade union duties but aims to work in partnership with the trade unions towards the outcomes required.

**Staff Side Chair**

6.3 The position of the Staff Side Chair is subject to review and approval. If agreed, the position is a secondment role in Human Resources. When the secondment comes to an end; because the incumbent leaves, resigns the post or is replaced; or where approval for the post is withdrawn, the intention is that they will return to their substantive post. However, this cannot be guaranteed. Where a return is not possible the postholder will have access to the Council’s redundancy and redeployment procedure. The Staff Side Chair will be kept informed of proposals/developments regarding his/her substantive post.

**Procedure for agreeing time off**

6.4 The Council and Trade Unions agree that procedural rules relating to how time off requests are submitted will assist the proper consideration of all such requests. In particular the provision of adequate information will ensure fairness, avoid misunderstanding and facilitate a speedy response. Time off should be managed within the joint guidance attached at Annex B.

6.5 Time off requested should be reasonable and relevant to the number of staff represented. The Trade Unions will be expected to be reasonable in their requests for time off with the aim of ensuring minimum disruption to the services of the Council.

6.6 Representatives requesting time off to pursue trade union duties should provide their line manager with as much notice as possible, providing confirmation of the following:

The purpose of the time off

The intended location

The timing and expected duration

Where a representative is requesting regular time off, for example for the ERC, a list of relevant dates should be provided to assist with forward planning.

Time off for trade union duties must be requested and approved on iHounslow via the employee self-service system.

Requests for time off will not be refused unreasonably provided that the agreed procedure has been followed, the reasons meet the criteria set out in Annex B and the time off can be accommodated within the operational needs of the service, e.g. cover is available when required.

If time off is refused and the relevant Branch Secretary deems this to be unfair, the matter should be raised immediately with the Director of Human Resources & OD who will attempt to resolve the matter

**Training**

Employees who are officials of the recognised trade unions are also entitled to reasonable time off for training in aspects of employee relations relevant to their trade union duties. Such training must be approved by the TUC or their union. Sufficient prior notice must be given to enable managers to arrange cover and on occasion it may be necessary to agree a later course date.

**Union Learning Representatives**

Employees who are members of recognised trade unions can take reasonable time off to undertake duties of a Union Learning Representative, provided that the union has given notice in writing that the employee is a learning representative and the training condition is met.

**Accommodation**

The Staff Side is able to use accommodation at Council offices and the Staff Side Chair will be provided with access to relevant systems and equipment in order to conduct Staff Side business.

**Related Policies and Processes**

Health and Safety and Wellbeing Policy

Organisational Change Policy

Annex A

**Guidance Regarding Directorate Consultative Committees (DCC’s)**

1. It is best for consultation to take place and all employee relations issues to be resolved quickly and close to the point at which they arise. This will usually involve individual line managers, their employees and their trade union representatives dealing directly with one another.
2. There are, however, occasions where issues, or the requirement for consultation, will affect substantial numbers of employees within a single directorate or when differences cannot be resolved locally. To ensure matters are resolved quickly and efficiently consultative machinery should be in place in every directorate and these matters should be dealt with there.
3. The precise nature of that machinery should be agreed between the relevant director and the trade union representatives in the directorate. This document offers guidance on what needs to be dealt with in that agreement.

**Scope**

1. The consultative structure may vary between directorates. In some a single overall DCC may be best whilst in others more than one may be required. Consultation may take place within the DCC or outside it but subsequently reported to it.
2. A single identified DCC representative to act on behalf of the employees’ side on urgent issues will be identified by the TU representatives in the directorate.
3. The DCC is a consultative body. It does not have the authority to reach collective agreements or to refer matters to the Employee Relations Committee.

**Function**

1. The functions of the DCC will be:
* To act as a vehicle for consultation on any matter relating to the workforce of the directorate.
* To deal with concerns raised regarding the application of conditions of service, procedures, health, safety and wellbeing, and employee development within the directorate.
* To provide an opportunity for the exchange of information between the management and employee sides.
1. The DCC will not deal with matters relating to individual employees unless they raise maters of overriding principle.

 **Structure**

1. Each DCC will determine its own composition and quorum based on factors such as the structure of the department, trade union representation, etc. Only representatives of recognised Trade Unions with members employed within the directorate will be eligible to be an employee representative on the DCC. Usually this will involve union representatives working in the directorate but occasionally a representative employed elsewhere by the Council may be nominated. The level of membership should be such that meetings can be effective and should also be representative of staff groups within the department.
2. The Staff Side Chair will have the right to nominate a Staff Side representative to the DCC.
3. By agreement both sides may wish to have the right to invite specialised advice from outside the DCC.
4. The Executive Director / Director should appoint a Secretary to the DCC. They will, on behalf of the Executive Director / Director, ensure that meetings are arranged, agendas prepared, minutes taken and actions taken. They will also ensure that employees in the department are kept informed.
5. Both Sides will agree the minutes and a copy will be sent to HR and the Staff Side Chair.
6. Meeting frequency and the arrangements for calling urgent meetings should be agreed.
7. The Executive Director / Director or his or her nominee will chair the meeting.

Annex B

**Guidance on the Time Off and Facilities to be Made Available to Union Representatives by Line Managers**

**Preamble**

1. Managers will aim to facilitate reasonable requests for time off in respect of trade union duties and activities from trade union officials. Requests for time off will never be refused unreasonably.

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**Credentials**

1. The Director of Human Resources & OD will maintain and publish a list of properly notified union representatives on the HR area of the Intranet. Facilities will only be extended to representatives on that list. Notification is a responsibility of the relevant Branch Secretary and, in the case of Staff Side membership, the Staff Side Chair.

**Facilities**

1. Representatives can make reasonable use of offices and meeting space and of council telephone, computer, email and internal mail provision to undertake trade union duties.

**Trade Union Duties**

1. TU representatives must be granted reasonable **paid** time off during working hours for trade union “duties” such as consultations, negotiations or other functions involving the conduct of the employee relations business of the council. Examples of this might include; issues related to terms and conditions of employment; reviews; redundancy; job grading/evaluation; disciplinary and grievance case work and the application of council policies or procedures etc.
2. This can include attendance at local meetings of union representatives to discuss employer-related issues; e.g. Branch committees and regional or national meetings of the trade union side of bodies of which the Council is a constituent member or meetings of such bodies or other sector-specific bodies. In such cases both the line manager and the Director of Human Resources & OD must approve the request.
3. For trade union learning representatives this could include; analysing the learning or training needs of union members; giving information and advice about learning or training; arranging or encouraging learning or training; discussing their activities as a learning representative with managers.
4. For union safety representatives this could include; investigating potential hazards and dangerous occurrences at the workplace, employee complaints, and causes of workplace accidents; representations to management; workplace health and safety inspections; representing employees in dealings with health and safety inspectors; receiving certain information from inspectors and attending health and safety committee meetings

**Training**

1. Reasonable paid time off must also be given for union representatives to attend training relevant to their TU duties and approved by the TUC or their union. If in doubt the manager should seek advice from HR prior to making a decision.

**Trade Union Activities**

1. TU representatives must be granted reasonable **unpaid** time off to undertake trade union “activities” internal to their trade union such as local, branch, regional or National committees, conferences etc. (Except as amended by paragraphs 5 to 7)

**“Reasonable” time off?**

1. Line managers determine what ‘reasonable time off’ in the circumstances is. There is a presumption that reasonable time off will be granted and they should base any exceptional decision to refuse time off on the following criteria:
* The need to protect services to the public
* The importance of the issue requiring time off to the Council or its employees
* The urgency and amount of notice given
* The feasibility and cost of deferring the time off
* The feasibility and cost of organising cover
* Employees affected and/or numbers of Union Members involved
* Previous time off requests
* The overall level of time off being sought within the service.
1. In some circumstances it may be beneficial for the line manager and

 representative to agree anticipated levels of time off in advance. Similarly, by agreement of their line manager, T U representatives with greater responsibilities, who may frequently be required to give them urgent attention, may complete the application form retrospectively, providing services to the public are not jeopardised.

**Approval** **Procedure**

1. Except as referred to above, the trade union representative should apply to their line manager as early as possible, and a minimum of three working days prior to the proposed period of time off, unless there is a genuine matter of urgency.
2. An application for time off must be submitted on the Request for Time off by TU Representative form, available on the intranet, and state:

The purpose of the time off (representatives will not be expected to reveal information about individual members they represent)

The intended location

The timing and expected duration

Where a TU representative is requesting regular time off, for example for the ERC, a list of relevant dates should be provided to assist with forward planning.

Time off for trade union duties should be noted on relevant time recording systems. Time off for trade union activities is recorded as unpaid leave of absence for trade union activities unless it is covered by annual leave, flexi leave or TOIL.

If no agreement can be reached over a specific request for time off the representative should contact their Branch Secretary who may raise the matter with the Director of Human Resources & OD. He or she will use their good offices to try to resolve the matter.

**Locality**

1. Disruption to the Council’s business is minimised where TU Representatives act within their own department and workplace. Every attempt will be made to promote that sort of local representation.
2. However, it is accepted that there may be occasions:
* where a representative may need to attend corporate meetings
* where the union has insufficient qualified representatives in certain departments and/or workplaces
* where it may be inappropriate for a local representative to act for some reason
1. Where a union has a number of representatives in a given department or workplace they should co-ordinate their activity to minimise the number of representatives involved any one issue.

Annex C

**Learning Agreement between the Council and**

**Unison, GMB and Unite**

**Introduction**

The Council agrees to enter into a partnership with the specified trade unions with the following aims:

* To encourage the Council employees to participate in Life Long Learning
* To provide access to Life Long Learning
* To develop existing facilities as learning centres within the Workplace
* To build upon local, central government and trade union learning initiatives

This agreement covers all full and part time employees of the Council.

The Employee Relations Committee and Directorate Consultative Committees will monitor the application of this agreement.

Nothing in this partnership agreement will be taken as denying employees access to the existing grievance procedures regarding learning issues.

**Supervisory Board**

A Learning Partnership Supervisory Board will be established comprising 4 representatives of management and 4 representatives of the Staff Side Committee.

The Board will have the following functions;

* Identifying the learning needs of both the employees and the council
* Producing a realistic Learning Plan, setting priorities goals and targets for the learning provision within the Workplace
* Identification of those groups and individuals who are to benefit from the various learning initiatives
* Conducting a feasibility study for a learning centre as a first step
* Establishing appropriate learning standards
* Monitoring of the provision available
* Maintaining contact with external education and training providers
* Investigating other funding streams from other sources
* Ensuring that the Learning Plan is effectively implemented so that the partnership meets its goals and targets for learning provision

The Board will meet as agreed by its members to carry out the tasks identified by this partnership agreement.

The Board will be chaired by the Workforce Development, Policy and Information Manager who will also be responsible for the provision of secretarial support.

**Specific Provisions**

* The partners agree that the PDA process be undertaken with the full cooperation of all partners, and that it should give rise to a learning needs analysis, to be used solely for learning and educational purposes, which would be shared between the members of the partnership.
* The partners will have responsibility for disseminating information on matters relating to learning in the workplace and will ensure that all employees and managers are made aware of the learning opportunities available and the work of the partnership.
* Specific learning opportunities provided and funded by the unions will be made available to members of the specified trade unions only.
* It is agreed that the Council has the right/obligation to require employees to undertake learning activity where this is required by law or for the effective discharge of the Council’s business.

Otherwise participation by employees in learning will be on a voluntary basis, but the partners agree to actively encourage employees to fully participate in all learning initiatives and opportunities, including life skills and learning leading towards career progression.

**Equal opportunities, Equal access**

The partners recognise the importance of equal opportunities and equal access, including flexibility to meet the needs of the employees, to enhance skill levels in order to meet both the business objectives of the employer as well as the individual learning and development needs of the employees.

The partners will ensure that training and development opportunities will be provided to all on an equal basis. In this respect the Board will:

* Make every effort to ensure that when any learning takes place the specific needs of specific individual employees are taken into account.
* Ensure that every effort is made to ensure that employees are given reasonable time off for learning, including backfilling of work to allow employees proper time to attend.
* Ensure that Workplace Union Learning Reps are given the opportunity to take suitable training enabling them to offer support, advice and guidance to employees and work with employer to introduce a learning culture into the workplace. The specified trade unions will identify and develop Workplace Union Learning Reps.
* The partnership will encourage companies taking on outsourced services to adopt the Council’s Learning Agreement or to put in place a comparable Learning Agreement.
* Assist the individual employees/learning reps to make informed choices in regards to learning programmes giving those concerned the ability to secure the maximum benefits possible from the opportunities available.

**Learning Representatives**

The Council supports the appointment by the unions of accredited Learning Representatives and will give reasonable paid time off for representatives to train to undertake their duties as set out in the Employee Relations Framework.

Accredited representatives can take reasonable time off to undertake duties of a Union Learning Representative as set out in the Employee Relations Framework.

Learning representatives may be members of Directorate Consultative Committees.

For trade union learning representatives this could include; analysing the learning or training needs of union members; giving information and advice about learning or training; arranging or encouraging learning or training; discussing their activities as a learning representative with managers.

1. NUT and ATL amalgamated in 1/9/17 to form National Education Union (NEU) [↑](#footnote-ref-1)