

## **SLOUGH BOROUGH COUNCIL EMPLOYEE RELATIONS FRAMEWORK**

### ***1. Purpose and Scope***

The Council is committed to achieving positive and effective employee relations to support service delivery and foster a constructive working environment for all staff. This document sets out the agreed processes for negotiation and consultation on all matters affecting employees and also outlines the facilities that will be made available to the recognised Trade Unions and Joint Trade Unions Committee (JTUC) to facilitate these processes. This agreement covers all staff employed by the Council and replaces all previous agreements. This agreement does not cover any person engaged by the Council who is not an employee, i.e. those engaged on 'as and when', contracts for services, via an agency or any other route which is not direct employment.

This document does not cover the Council's standard processes for communicating information to its employees, further information on communication channels can be found on the intranet.

The joint ambition of the Council and the Trade Unions is to ensure appropriate representation for all staff and accordingly the following unions are involved in formal consultation processes:

**Unite  
GMB  
Unison  
AEP  
ATL  
NASUWT  
NUT  
NAHT  
ASCL**

It is recognised that some issues may be localised and not affect all Trade Unions and therefore, in these circumstances, active participation on specific matters is at the discretion of the respective Trade Unions.

For the purposes of collective bargaining relating to Green Book conditions, the following Unions are authorised to reach collective agreements covering all Council employed staff:

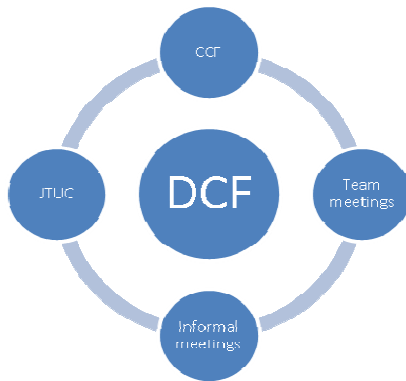
**Unite  
GMB  
Unison**

Each of these Trade Unions will nominate a named officer of the branch who is authorised to enter into Collective Agreements with the Council. Such agreements will apply to all Council employed staff.

The JTUC (Joint Trade Unions Committee) is the trade union structure which facilitates operation of the local staff side for both union and non-union employees of the Council.

## 2. Consultation

The central point of the consultation structure is the Directorate Consultative Forum (DCF), this feeds into local team meetings and the Corporate Consultative forum and is complemented by the JTUC and informal meeting with HR and the Chief Executive as indicated.



### Directorate Consultative Forum (DCF)

Each Director is responsible for organising their local Directorate Consultative Forum which should meet at least 6 times per year to discuss and resolve local issues, communicate the corporate agenda and receive updates from team and other meetings. The Director's PA is responsible for preparing and circulating minutes of the meeting.

The detailed terms of references including membership and general protocols are attached at appendix 1.

### Corporate Consultative Forum (CCF)

The Corporate Consultative Forum (CCF) is a formally constituted committee of the Council. It provides Trade Union representatives with an opportunity to raise matters of collective concern, that are of a corporate nature and have not been resolved at DCF level, with senior managers and elected members of the Council. All DCF minutes are received by the next CCF meeting.

The constitution for this committee is attached at appendix 2.

### Consultation on Policy Changes

New policies and policy updates are consulted on via the JTUC structure in addition to the general consultation processes outlined above. New/revised policies will be issued for consultation to all of the JTUC officers to disseminate to appropriate Trade Unions. Generally the consultation period will be no less than 30 days and consultation response will be issued within 14 days of the final date for comments. A second period of consultation may be undertaken if there are significant changes during the consultation process.

## **Informal Meetings and Discussions**

Informal meetings between the JTUC Officers and HR Business Partners take place monthly. These meetings are used for general communication, updating and informal resolution of individual and local issues where possible. An informal meeting also takes place with the Chief Executive quarterly which is used for general updating on corporate and strategic issues.

It is recognised that some minor changes to local working practices may not require extensive formal consultation. As a general principle all changes should be handled as close to the operational level as possible. Guidance on achieving this type of change is available from Human Resources.

### **3. Negotiation**

The Council will seek to enter into formal negotiation with the recognised Trade Unions in relation to any changes to Part 3 of the Green Book or local conditions of employment.

The Council will arrange a meeting with nominated representatives of the JTUC at which written proposals will be submitted. A response will be co-ordinated by the JTUC Secretary within the agreed timescales which will not be less than 30 days. During this period further meetings will be held as necessary.

The objective of negotiation is to achieve an agreement to the required change and both sides will work towards this position wherever possible, recognising that this is likely to require compromise on both sides. When agreement is reached in principle, a collective agreement (to cover all staff on Green Book terms and conditions) will be drafted and signed by the authorised representatives of Unite, Unison and GMB. This agreement will outline the specific elements of the change and will become binding on all Council employed staff and future contracts. Once agreed, all staff will be formally notified of the change.

Should there be a failure to agree any party may revert to the Collective Grievance process or the Dispute Resolution procedure.

### **4. Failure to Agree**

Wherever possible decisions relating to staff groups will be made as close to the front line as possible, i.e. locally or within DCF meetings. Corporate issues will be dealt with via respective DCFs and the CCF where appropriate. At this stage the recognised Trade Unions may also choose to involve regional/full-time officials of relevant unions.

In the case of unresolved grievances the CCF may, by agreement of management and trade union representatives, refer matters for external mediation/arbitration.

#### **Appendices**

- 1 – Directorate Consultation Forum (DCF) terms of reference
- 2 – Corporate Consultative Forum (CCF) constitution
- 3 – Facilities Agreement

## Directorate Consultation Forum

### Terms of Reference

#### Purpose

The Directorate Consultation Forum is the central machinery for communication and consultation between management and staff representatives. It provides a structure for formally raising issues, commencing consultation and for informally sharing information and gathering views, feedback and ideas.

#### Membership

The DCF is Chaired by the Strategic Director and includes the following Members:

- Assistant Directors from the Directorate
- Heads of Service (where service specific issues are on the agenda)
- HR Business Partner
- All Directorate Trade Union Representatives
- JTUC officer (staff side)

#### Frequency of Meetings

Meetings will be held at least 6 times per year, generally every 2 months. More meetings may be called in times of significant change at the request of either side. The Strategic Director is responsible for scheduling meetings 12 months in advance.

#### Indicative agenda

Agendas will vary according to the Directorate and current issues for the Council and/or service areas but the following are likely to be regular items:

- Directors update on corporate issues
- Update from ADs – key issues
- Local issues
- Structural changes for consultation [this may go directly to DCF members if meeting dates do not match timetable for changes]
- Policy changes for consultation
- Legislative changes
- TU update and matters arising
- AOB
- Health and Safety (to be held at the start or end of the meeting for specified reps)

#### Administration of meetings

An annual schedule of meetings will be issued and updated as required

A request for agenda items will be issued to all attendees 2 weeks prior to meeting

Agenda and papers issued 1 week prior to meeting

Minutes will be prepared by the Directors PA and circulated to team meetings and CCF and made available to all staff via the intranet.

Strategic Directors will put appropriate arrangements in place where the intranet is not available.

## **CORPORATE CONSULTATIVE FORUM**

### **CONSTITUTION**

#### **TITLE**

The meeting shall be known as the Corporate Consultative Forum (CCF).

#### **PURPOSE**

As part of the strategy to develop a culture of joint working in employee relations the CCF is intended to provide an effective consultation and communicative mechanism between the Council, its managers, staff and trade union representatives.

#### **SCOPE AND FUNCTIONS**

The CCF will cover collective matters affecting all staff within the Council's employment. The CCF will not consider matters relating to individuals or individual discipline or grievance unless matters of wider principle are involved.

The CCF will act as the Council's joint Health and Safety Committee and receive the minutes of the Joint Health and Safety Working Group.

The CCF will act as the Council's Joint Health and Safety Committee and the parent committee for the Joint Health and Safety Working Group. Accordingly the CCF may refer matters to the Working Group for further investigation and consideration and will receive the minutes and reports of the Working Group.

The CCF will provide a forum for discussing unresolved collective disputes and may offer advice on methods of achieving resolution.

#### **MEMBERSHIP**

Membership of the CCF will be drawn from employed Trade Union representatives, managers and Members of Slough Borough Council.

The core membership will be a total of 24 representatives. Comprising of:

Member Representation: (total 2)

- The Leader of the Council
- One Member representative from the Executive (usually the relevant Commissioner or nominated deputy)

Trade Union Representation (total 11)

- 8 Trade Union Representatives
- Chair of the Joint Trade Union Committee
- Vice Chair of the Joint Trade Union Committee
- Secretary of the Joint Trade Union Committee

Management Representation (total 11)

- Chief Executive and Chief Officers (or their representatives) (7)
- Head of Corporate Communications
- Occupational, Health, Safety and Welfare Manager
- Head of Economic Development, Diversity and Equality
- Director of Human Resources

The Chair of the Joint Trade Union Committee and the Director of Human Resources will act as joint secretaries to the meeting.

Full time officers of recognised, independent Trade Unions may attend as observers at the invitation of the Chair.

The staff representatives will be nominated by the joint Trade Union Committee on an annual basis and the names notified to the joint secretaries prior to the first meeting of the cycle in writing.

Other members of staff and management may attend by invitation of the Chair.

#### **OFFICERS**

The meeting will be Chaired by the Member representative from the Executive (usually the relevant Commissioner or nominated deputy).

The Chair of the Joint Trade Union Committee and the Director of Human Resources will act as joint secretaries to the meeting.

Administrative support will be provided by the Council's Committee Services Section.

#### **RELATIONSHIPS TO OTHER BODIES**

The CCF shall act as the parent body for Departmental Consultative Forums.

The CCF shall receive the minutes of Departmental Consultative Forums the Corporate Equalities Working Group and the Health and Safety Working Group and may also refer matters to any of these groups for further consideration.

By agreement of the joint secretaries, the CCF may refer matters to the Councils Employment Committee for information.

In the case of collective disputes the CCF may, by agreement of management and trade union representatives, refer matters for internal or external mediation/arbitration.

By agreement of all parties the CCF may form sub-groups on a proportionate or non-proportionate basis as appropriate to investigate or research particular issues related to its scope and purpose.

#### **MEETING ARRANGEMENTS**

Agendas for each meeting will be agreed in advance by the Joint Secretaries.

The agreed agenda will be dispatched by Committee Administration one week in advance of the meetings.

An officer from committee administration will be responsible for the minutes of the meeting and their subsequent circulation.

The minutes will be made available to all staff of the Council.

The minutes of the CCF will be distributed to the Members of the Councils Employment Committee.

The quorum of the meeting shall be made up of at least three management representatives and three union representatives and one member of the Executive.

Meetings will be held bi-monthly and any special meetings which may need to be called, will be agreed by the Joint Secretaries, giving at least one week's notice.

### **AGM**

The first meeting after the 1<sup>st</sup> June each year will be designated as the annual general meeting of the CCF.

On the recommendation of the joint secretaries the meeting may consider and agree a proposal to revise, amend or alter the Constitution at the AGM. Such changes will require the support of the majority of trade union representatives and the majority of the management representatives present.

### **REVIEW OF CONSTITUTION**

The Joint Secretaries will review the Constitution on a tri-annual basis and report the outcomes to the next available AGM.

### **STATUS**

The CCF is not a decision making body although individuals present may have decision making powers under the Council's Constitution. The intention behind the CCF is to reach any conclusions or decisions through discussion and consensus and to provide a formal opportunity for different viewpoints and comments to be considered.

The CCF is a local arrangement and not a committee of the Council. Its continuing existence and functioning requires the active agreement and cooperation of all parties. Nothing in this Constitution or arrangements for the CCF is to be taken as creating a legal obligation on any party to the arrangement. The provisions of this Constitution are binding in honour only.

## **Facilities Agreement**

### **Principles and Purpose**

Slough Borough Council (hereafter referred to as the Council) recognises the value of an effective and constructive relationship between management and Trade Unions through:

- (a) recognising the value to both the staff and the Council of accredited representatives by giving them reasonable facilities to represent their membership effectively;
- (b) encouraging the education and training of accredited representatives in employee relations matters;
- (c) encouraging and allowing the Council to work in partnership with the Trade Unions.

This Council is committed to maintaining a positive employer/ employee relation's climate, and recognises that this depends on the continuing co-operation of management, trade unions and employees. This Agreement is designed to assist that co-operation by setting out the arrangements under which time off and other facilities may be granted to trade union representatives and officials. The Council and the Trade Unions accept that the terms of this Agreement are binding in honour upon them but do not constitute a legally enforceable agreement.

### **Scope**

This agreement refers to all duly accredited representatives of the following Trade Unions:

**Unite**  
**GMB**  
**Unison**  
**AEP**  
**ATL**  
**NASUWT**  
**NUT**  
**NAHT**  
**ASCL**

### **Conduct of Trade Union Representatives**

Any action taken by a Trade Union representative, in good faith, and within the terms of the agreement, will not affect their employment with the Council. In all other respects the terms and conditions of employment that apply to all members of staff will cover him/her.

It is expected that Trade Union representatives will properly fulfil their duties and responsibilities in line with the acknowledgement of Appointment. However, in the unlikely situation where one does not, the Council, will in the first instance, discuss the matter with the senior Steward/Branch Secretary of the relevant Trade Union in order to resolve the matter. If the issue relates to the senior Steward or Branch Secretary the Regional Officer will be involved.



## Education

Wherever possible, Union meetings at schools should not normally take place within school hours or adversely affect the school day. Local consultative meetings will take place outside school hours so no time off should be necessary. The needs of the service are paramount; therefore operational considerations must be taken into account.

## Procedure for the allocation of Time Off

The accredited representative should ensure that they have prior agreement from management for any absence from work on official union business. Such agreement will not be unreasonably withheld but there may be occasions where the needs of the service take priority and permission may be refused. Where possible representatives should inform local management of regularly scheduled meetings as soon as that schedule becomes available. In the event of issues between the line manager and the trade union representative regarding time off the senior lay officer of the relevant trade union will raise the matter with HR or senior manager.

## New Representatives

Each Trade Union will notify the Assistant Director, Professional Services, in writing, of the name of any newly elected Trade Union representative at the earliest opportunity after the election. The Trade Union representative will receive an acknowledgement which confirms the Council's recognition of the position.

## Appointment of Representatives

A Trade Union representative should be appointed in accordance with the rules of the specific Union to represent his/her member in the agreed areas. He/she must be any employee of the Council normally in the same workplace as the employees represented.

## Time Off ('as and when')

The extent of the time required by officials for the performance of their responsibilities should be assessed in accordance with an estimate of their involvement in union affairs, taking into account the number of members and the range of duties of the Officials concerned. A representative will be given 'as and when' time off in working hours **subject to prior agreement from management** for the following duties:

- meetings with other representatives or full time officers on matters concerned with Council staff
- terms and conditions of employment
- machinery for negotiation or consultation
- matters of discipline
- handling of grievances and disputes
- health and safety representation
- appearing on behalf of union members at an Employment Tribunal
- to report the outcome of consultation to members

This list is not meant to be exhaustive but represents the type of duties covered by this agreement. As a general rule time off to support ex-employees of the Council will not be allowed. However, in the event of staff transferring out of the Council under TUPE, Trade Unions will be involved in arrangements for

representation during the transfer negotiations and will be allowed time off for a maximum of 3 months to support the creation of local arrangements.

Representatives will be released to perform Trade Union duties during their normal paid working hours, having due regard to the needs of the service, with the agreement of management.

There is no right to time off for trade union activities which themselves consist of Industrial Action. The Council will not meet the cost of the following areas and as such time off that is granted will be unpaid;

- branch, area, regional or national meetings of the union where only the business of the union is under discussion
- meetings with full time officials to discuss issues not relevant to the workforce
- Trade Union conferences

### **Time off (agreed release from duties)**

In addition to the paid time off arrangements for 'as and when' duties covered elsewhere in this agreement the Council will fund the release of staff to undertake JTUC officer duties. The budget to support this was agreed with effect 1.4.2011 and will increase annually with cost of living pay awards as applicable. Any changes to this baseline will be referred to Members.

From the date of this agreement and going forward, release to undertake JTUC officer duties is reliant on retention of the employee's substantive post.

### **Training**

The Council recognises that representatives require training to equip them for their employee relations functions. Where a recognised trade union has identified the need for a representative or branch official to receive training they shall notify the line of time off in the usual way.

The relevant Union will be required to meet the cost of course fees, travelling, subsistence and other incidental expenses.

### **Time off for Staff who are Union Members**

With their manager's permission, which should not be unreasonably withheld, staff shall have access to their Trade Union representative at all reasonable times.

### **Facilities**

The following facilities will be made available to each officer of the JTUC:

- A list of new starters and leavers each month together with their designation and department
- Office accommodation for the shared use of the officers
- A lockable cupboard / filing cabinet
- A computer, printer and access to the Council's network
- A phone line

- With prior approval and subject to availability use of the councils premises for trade union meetings in and out of normal working hours.
- Staff notice boards will be provided the management of which will be the responsibility of the JTUC.

### **Check Off**

The Council agrees to deduct authorised Union contributions from the pay of Union members, and **subject to provision made in relevant employment legislation**, forward payment once a month to the nominated representative. This payment will be accompanied by a list of member's names and no charge will be made for this service.

### **Variation or Termination of Agreement**

Variations of this agreement may be made by agreement between the Council and the Unions.

Either party giving three months' notice of an intention to and the reason for termination may terminate this agreement.

Final for approval