

EMPLOYEES' CONSULTATIVE FORUM: 28 JANUARY 2014

UNISON REPORT ON NEGOTIATING AN AMENDMENT TO THE MODERNISING COLLECTIVE AGREEMENT REDUNDANCY PAYMENTS SECTION IN THE PROTRACTION OF PROCESSING VOLUNTARY REDUNDANCY REQUESTS AND INCONSISTENT TREATMENT OF STAFF

SUMMARY AND DECISION REQUESTED

UNISON have demonstrated with evidence that directorates are protracting Voluntary Redundancy requests and processes in order to seek the financial benefit of inactive clauses contained within the Modernising Collective Agreement. UNISON have requested an immediate suspension and renegotiation of section 7.3.2 (Redundancy Payments) of the Collective Agreement to mitigate the impact and redress the balance but the employer has refused this request despite examples of a lack of consistency in the application of council procedures and preferential treatment in favour of senior graded staff. UNISON formally request that in accordance with section 6 (Variations to this Agreement) that paragraphs 3 and 4 of section 7.3.2 are suspended immediately and re-negotiated until such time that no staff are disadvantaged or are treated unfavourably within Redundancy and change processes. This situation has spiralled to recent outsource companies i.e. the library staff who transferred to Carillion who are also protracting redundancy processes in order to gain financial advantage over this inactive clause.

CHRONOLOGY

DATE	ACTION	OUTCOME
18 th December 2013	Corporate Joint Committee (CJC) convened following UNISON request to amend the Redundancy Payments section (7.3.2) of the Modernising Terms and Conditions of Employment Collective Agreement for reasons relating to the employer's attempts to protract Voluntary Redundancy requests in order to seek financial advantage using inactive clauses contained in the collective agreement that reduce the cost of redundancy to the Council.	In correspondence dated 23 December 2013 (Appendix 1) from the Organisational Development Manager, the Council refused UNISON'S written request to suspend and immediately negotiate a reasonable alternative to remedy the deliberate protraction of Voluntary Redundancy requests made before the Council's Redundancy payments to staff dismissed reduces on 1 April 2014.

REPORT

On the 18th December 2013 UNISON called a special Corporate Joint Committee to request an immediate suspension of Section 7.3.2 of the Modernising Terms and Conditions Collective Agreement. This section refers to the staged reductions of existing redundancy payments to staff that are due to take place from 1 April 2014 and 2015 respectively.

A suspension was called with the hope of negotiating an immediate remedy to vary the agreement in order to prevent the clear and deliberate attempts to protract Voluntary Redundancy requests which, in our opinion, are being lengthened unnecessarily to coincide with future reductions of redundancy pay as contained in the Modernising Collective Agreement designed to reduce the financial cost of future redundancies to the employer.

Several cross-directorate examples were conveyed to HR representatives to demonstrate and support our claims that attempts have been made to “run down the clock” so that Voluntary Redundancy requests and subsequent payments are delayed until after reductions payment reductions become active.

In a letter received from HR’s Organisational Development Manager dated the 23 December 2013 (Appendix 1), HR flatly refused to consider negotiating a variance to remedy this situation. In further correspondence dated 3rd January 2014, the Organisational Development Manager refuses again to negotiate, declaring that this issue is not a corporate one or council wide matter but that it is directorate only and therefore should be referred back to the relevant Directorate Joint Committees.

Having failed to resolve the above issue at the CJC forum Harrow UNISON bring to the attention of ECF serious concerns that we have regarding the employer’s interpretation and application of section 139 of the Employment Rights Act 1996 (Redundancy Act), an act that has primary significance over any local terms contained in the Collective Agreement.

We directly refer to the former PRISM project and now ‘Towards Excellence’ Programme restructure. We firmly believe the employer has knowingly protracted the restructure processes in what appears to be an attempt to gain financial advantage over employees who now find themselves at risk of redundancy.

We point to the ‘unnatural pause’ of the PRISM process and its suspension for several months during the summer of 2013 and the failure to comply with the original PRISM implementation date of 8th July 2013. It would seem that the employer is intent on recovering the additional costs of this ‘unnatural pause’ incurred at the expense of the majority of employees now at risk through reduced redundancy payments on their final day of service after the 1st April 2014.

Staff now find themselves in the perverse situation through which the employer’s attempt to ‘run down the clock’ has resulted in less favourable terms and less favourable treatment than those who were not served ‘at risk’ notices but were afforded the opportunity to take voluntary redundancy at an enhanced rate.

The fact that this lack of consistency in treatment of staff proceeded throughout the PRISM 'pause' is further evidence that the employer is wilfully manipulating the process to benefit select employees. For example we refer to one of the examples given to HR which saw a member of staff who was not at risk of redundancy but yet had approached HRD to request a 'bumped' redundancy status. This unnecessary request was agreed by HR.

Had it not been for the timely interjection of Harrow UNISON this arrangement would have resulted in further unnecessary cost to the Council and certain less favourable treatment to other employees in the same predicament. A further example cited to HR is that of a senior officer who was unsuccessful in gaining a role in the new structure but amazingly a role materialised after late September 2013, effectively gifting this individual an unknown role at an additional cost of £130,000 per annum.

It would appear that these benefits are only available to staff at a certain level because when you get to lower graded frontline staff that are at risk of redundancy even though the work they undertake still exists, they find themselves without the opportunity of assimilation or ring-fencing but were not given the opportunity to access Voluntary Redundancy before 31st December 2013. Again the lower graded staff will be disadvantaged due the actions of the employer. This cannot be considered the actions of an employer conducting fair, transparent and robust employment practices and UNISON do not believe this behaviour is reasonable or appropriate.

Harrow UNISON LG formally request that in accordance with section 6 (Variations to this Agreement) that paragraphs 3 and 4 of section 7.3.2 are suspended and immediately re-negotiated until such time that no staff are disadvantaged by this protracted process.

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Lesley Clarke,
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Middlesex,

2nd January 2014

Dear Lesley,

Re: Modernisation of Terms and Conditions-Collective Agreement

Harrow Unison LG formally responds to your reply dated 23rd December 2013, which is factually inaccurate.

The first case which you briefly refer to is not the case, allow this union to elaborate. The individual in question was as you state not at risk, however the HRD department attempted to provide this individual with a 'bumped' status, which of course was progressed to such a position that his role was openly advertised to PRS supervisors who were unsuccessful in their interview process. This was advertised by Environmental service managers in order that the said individual would leave Harrow by reasons of a bumped redundancy. Unison directly intervened to stop this unnecessary cost being levied against the Council; this of course identifies a benefit not available to any other employee in this project. The question this Union poses is why an HRD business partner progressed and supported this process to the benefit of one person?

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Bronze



The second case, which has not factored into your reply is even-more concerning. The said employee was not in receipt of an 'at risk' notice yet was able to gain VR and has now duly left the council. Unison has to question why employees are acting up into the deleted position of Operations Manager PRS and receiving salaries for this deleted post at G10, this situation suggests that the early release of a post holder simply cannot be justified. The other factor was that this redundancy application was progressed throughout the pause enacted by the CEO.

Let's turn our attention to the sub-group of the Early Retirement sub- committee; this group should be consistent in their application of process which is farcical when viewing previous applications. Let's look at the ORG review 2006 which saw an employee leave this council on an agreed application of redundancy by this group, at the cost of approximately £63,000 only to return to the councils employ 31 days later in a permanent position. This is in total contravention of employment policy Ref:3.39 section 2.1.3. Do you not think this is highly suspicious when considering that all employment practices should be robust?

The attempted diversion to debate this at DJC which factors in your reply simply cannot be reasonably justified. Especially when considering that redundancy applications are council wide and not solely a directorate issue. Redundancy is a primary function and not as the HRD department stipulate a secondary function which factored highly in Ms Jerath's response of following the PMOC which as you are fully aware is the secondary function.

The challenge under section 6, by this Union supported by the GMB is both reasonable and justified when considering the evidence presented in Unisons submission. The council cannot continue to dictate whether a challenge is reasonable when processes are seemingly manipulated to benefit select employees. It is also evident that consistent and robust processes are non-existent within this council; Unison can provide many examples of poor practice, this is further supported and identifiable within the councils equalities report.

Finally, and akin to the same theme is the previous Head of Public Realm services, who failed to secure a new role within the Councils employ, but surprisingly a new role suddenly manifested itself to which this individual was matched. This new role never factored in the new structure nor was it advertised to any other council employee. It just appeared miraculously at the same time that this individual was due to go. What a strange coincidence. Employed on the same remuneration package and in a new role that nobody seems to know much about??? Robust and fair employment practices we think not. It is evident by this one example alone that the council is making up the rules as they go along.

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What do you think that any external independent body would make of these unusual and grossly unfair practices that do not even come close to the employment laws identified on all council employment policies.

A further strange aspect to your reply is who actually authored the response?

On Page 2 it is signed off by both you and Jon Turner?

Perhaps this somewhat unique double signoff process is designed reduce responsibility for some of the worst employment practices that exist within the UK?

It is now evident that a balanced, fair and proportionate relationship with the Trade Unions does not exist, due to the fact that the employer seeks to gain or have an advantage over a body that fully complies with the Law. Or may I quote Stanley Baldwin **"If employers had acted fairly at the start then Trade Unions would cease to exist"** How true this is.

Yours sincerely,



Gary Martin.

Branch Secretary

Harrow Unison LG Branch

C.C. John Noblemunn, Regional Officer Unison

C.C. Steve Sweeney, Regional Officer GMB

C.C. Cllr Susan Hall, Leader of the Council

C.C. Cllr Paul Osborn, Portfolio Holder

C.C. David Perry, Labour Group Leader

C.C. Chris Noyce, Leader of the Liberal Democrats

C.C. James Bond, Leader of the Independent Group

C.C. Thaya Idaikkadar, Leader of the ILG

C.C. Paul Najsarek, Acting Head of Paid Services

C.C. Tom Whiting, Corporate Director Resources

C.C. Jon Turner, Divisional Director of HRD & Shared Services

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